

ESUCC
Regular Meeting
Wednesday, November 16, 2022, 8:30 AM
ESU No. 3, 6949 South 110th Street, Omaha, NE 68128

Posted Locations:

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

Posted Date: 11/9/22

Attendance Taken at 8:30 AM.

Bill Heimann (ESU 01):	Present
Ted DeTurk (ESU 02):	Present
Dan Schnoes (NE) (ESU 03):	Present
Gregg Robke (ESU 04):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr John Skretta (ESU 06):	Present
Dr. Larianne Polk (ESU 07):	Present
Corey Dahl (ESU 08):	Present
Drew Harris (ESU 09):	Present
Dr Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Present
Dr. Laura Barrett (ESU 13):	Present
Paul Calvert (ESU 15):	Present
Deb Paulman (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Sarah Salem (ESU 18):	Absent
Kanyon Chism (ESU 19):	Present

1. ESU Coordinating Council Information

2. Call to Order

3. Roll Call

4. Consent Agenda Items

4.1. Approval of Minutes

4.2. Coop Contracts

4.2.1. Special Buy agreement with Scholastic

4.2.2. Special Buy agreement with Capstone

4.2.3. Extension to Special Buy agreement with Staples

4.2.4. Special Buy agreement with Newsela

4.2.5. Special Buy Agreement for Global Grid for Learning (GG4L)

4.2.6. Special Buy agreement with WeVideo

5. ESU Share Out Topics

6. Petitions and Communications to the Board

6.1. Learning Community Update

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

6.2.1. NDE - Teacher Certification

6.3. Association of Education Service Agency's Report

7. Executive Reports

7.1. Executive Director Report

7.1.1. ESUCC Redesign: Update

7.1.1.1. Lead

7.1.1.2. Advocate

7.1.1.3. Influence

7.1.1.4. Invest

7.2. Executive Committee Report

- 7.2.1. Approve Claims, Financials Statements, and Assets for Month of September
- 7.2.2. Approval of October Expenses to be paid in November.
- 7.2.3. Recommend approval of December Claims as approved by Executive Director

8. Public Comment

9. Recommendations from Standing Committees and Project Reports

9.1. Information Services Committee

9.2. Education Resources

9.3. Legal Committee

9.3.1. Approve Interlocal Agreement with Loup Basin Public Health Department

9.3.2. Approve Interlocal Agreement with Panhandle Public Health District

10. Board Orientation

11. NEW ESU Chief Administrators

12. Leadership and Learning

13. 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 4~~ ^{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]

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Robert Uhing, Administrator
Educational Service Unit No. 1

Michael Ough
Michael Ough, Administrator
Educational Service Unit No. 2

Gill Kettelhut
Gill Kettelhut, Administrator
Educational Service Unit No. 3

Jon Fisher
Jon Fisher, Administrator
Educational Service Unit No. 4

Al Schneider
Al Schneider, Administrator
Educational Service Unit No. 5

Dan Shoemake
Dan Shoemake, Administrator
Educational Service Unit No. 6

Norman Ronnell
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Educational Service Unit No. 7

Randy Peck
Randy Peck, Administrator
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Educational Service Unit Administrators 2022-2023

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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; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised
4-2022



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.
233 South 13th Street, Suite 1400,
Lincoln, NE 68508
(402) 476-9200
perrylawfirm.com



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

Educational Service Unit Coordinating Council
Regular Meeting
Wednesday, October 5, 2022, 8:30 AM
ESU No. 3, 6949 South 110th Street, Omaha, NE 68128

Posted Locations:

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

Posted Date: 9/28/22

Attendance Taken at 8:30 AM.

Bill Heimann (ESU 01):	Present
Ted DeTurk (ESU 02):	Present
Dan Schnoes (ESU 03):	Present
Gregg Robke (ESU 04):	Present
Brenda McNiff (ESU 05):	Present
John Skretta (ESU 06):	Present
Larianne Polk (ESU 07):	Present
Corey Dahl (ESU 08):	Present
Drew Harris (ESU 09):	Present
Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Present
Laura Barrett (ESU 13):	Present
Paul Calvert (ESU 15):	Present
Deb Paulman (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Sarah Salem (ESU 18):	Present
Kanyon Chism (ESU 19):	Present

Call to Order

Call to order at 8:30 AM.

Staff: Kraig Lofquist, Deb Hericks, Scott Isaacson, Craig Peterson

Roll Call

Consent Agenda Items

President reviewed consent items to be approved.

Approve consent agenda items listed Passed with a motion by Calvert, Paul (ESU 15) and a second by Polk, Larianne (ESU 07).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Brenda McNiff (ESU 05):	Yea
John Skretta (ESU 06):	Yea
Larianne Polk (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Laura Barrett (ESU 13):	Yea
Paul Calvert (ESU 15):	Yea
Deb Paulman (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Sarah Salem (ESU 18):	Yea
Kanyon Chism (ESU 19):	Yea

Yea: 17, Nay: 0

- Approval of Minutes
- Coop Contracts
 - Approve Special Buy agreement with Kami
 - Approve Special Buy agreement with ResoluteGuard
 - Approve Special Buy agreement with Springshare for LibGuide
 - Approve Special Buy agreement with Bluum Technology

ESU Share Out Topics

No share out topics this month.

Petitions and Communications to the Board

Learning Community Update

No report.

State Board of Education and Nebraska Department of Education Report

Shirley Vargas was present to give updates for NDE. Draft classification came out last evening. NDE will continue to make it out to schools. They have office hours where schools will get more information. The Commissioner is resigning from his position on January 3, 2022. The Talking Points were sent out this week. NDE will identify one of the deputy commissioners to carry out his duties. There will be an adhoc committee to begin the work of drafting the position, hiring a search firm, posting, etc.

NE School Safety

Threat Assessment

Scott Stemper, NDE Safety Office, was present to give updates on school safety. The Emergency Operation Plan (EOP) is what was known as the Safety Plan. A comprehensive plan for addressing prevention, preparedness, response and recovery, minimizing the impact of a threat to schools.

School Safety Summit

School safety Summit to be held on October 18-19, 200 at the Holiday Inn, Kearney NE. There is a scholarship available for schools for up to 5 people in the amount of \$350 each.

Association of Education Service Agency's Report

The President gave AESA updates. Next week there will be a regional meeting in Minneapolis. Updates on the AESA Call to Action Meeting in Washington DC. They were able to meet with 4 of our US representatives and Dr Schnoes was able to meet with Secretary Cardona on several issues while there.

Executive Reports

Executive Director Report

The Executive Director shared his updates.

ESUCC Redesign: Update

1. Lead
2. Advocate
3. Influence
4. Invest

Executive Committee Report

The President shared updates on the Executive Director evaluation. He will be sending out the materials for administrators to complete the form.

Approve Claims, Financials Statements, and Assets for Month of August

The Treasurer reviewed the claims, financial statements, and assets for the month of August.

Approve Claims, Financials Statements, and Assets for Month of August Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Dahl, Corey (ESU 08).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Brenda McNiff (ESU 05):	Yea
John Skretta (ESU 06):	Yea
Larianne Polk (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea

Drew Harris (ESU 09): Yea
Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Laura Barrett (ESU 13): Yea
Paul Calvert (ESU 15): Yea
Deb Paulman (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Sarah Salem (ESU 18): Yea
Kanyon Chism (ESU 19): Yea

Yea: 17, Nay: 0

Approval of September Expenses to be paid in October

The Treasurer reviewed the September expenses to be paid in October.

Recommend motion to approve September expenses to be paid in October Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Polk, Larianne (ESU 07).

Bill Heimann (ESU 01): Yea
Ted DeTurk (ESU 02): Yea
Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Brenda McNiff (ESU 05): Yea
John Skretta (ESU 06): Yea
Larianne Polk (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Laura Barrett (ESU 13): Yea
Paul Calvert (ESU 15): Yea
Deb Paulman (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Sarah Salem (ESU 18): Yea
Kanyon Chism (ESU 19): Yea

Yea: 17, Nay: 0

Approve Redesign Committees 2022-2025

The President reviewed the redesign committees to be approved.

Motion to approve the bold step redesign committees Passed with a motion by Polk, Larianne (ESU 07) and a second by Barrett, Laura (ESU 13).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Brenda McNiff (ESU 05):	Yea
John Skretta (ESU 06):	Yea
Larianne Polk (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Laura Barrett (ESU 13):	Yea
Paul Calvert (ESU 15):	Yea
Deb Paulman (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Sarah Salem (ESU 18):	Yea
Kanyon Chism (ESU 19):	Yea

Yea: 17, Nay: 0

Public Comment

There was no public comment.

Recommendations from Standing Committees and Project Reports

Information Services Committee

The Information Service Committee Co-Chair reviewed discussions in committee. Continued discussion on cybersecurity. The committee will work on an interlocal and find interest and decide at a November meeting on the direction.

Education Resources

The Educational Resource Committee Chair reviewed discussions in committee.

Approve Hanover Research - Repurposing Funds

The Committee Chair reviewed the repurposing of the Hanover Research funds to be approved.

Approve the repurposing of Hanover Research funds proposal and send to NDE for approval at their November meeting Passed with a motion by Paulman, Deb (ESU 16) and a second by Erickson, Geraldine (ESU 17).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Brenda McNiff (ESU 05):	Yea

John Skretta (ESU 06): Yea
Larianne Polk (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Laura Barrett (ESU 13): Yea
Paul Calvert (ESU 15): Yea
Deb Paulman (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Sarah Salem (ESU 18): Yea
Kanyon Chism (ESU 19): Yea
Yea: 17, Nay: 0

Legal Committee

The Legal Committee Chair reviewed discussions in committee. Discussion regarding the governor and legislative changes along with state board changes upcoming during the election process.

NEW ESU Chief Administrators

Discussion on mental health Tier 1 and 2 supports are currently being utilized. Shared ideas around negotiations and bargaining units. Conversation on the Department of Labor grant. NDE has hired a new NE School Safety Director is Jay Martin, he will begin on October 11, 2022.

Leadership and Learning

No report.

Adjournment

Meeting adjourned at 11:34 AM.



2022-2025 SPECIAL BUY AGREEMENT

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

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on [November 1, 2022](#) ("Effective Date") and shall continue until 12:00 midnight (CST) on [October 31, 2025](#), unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to

enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

6. Termination.

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

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

7. Indemnification.

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

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

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

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

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

- 10. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 11. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 12. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 13. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 14. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 15. Taxpayer Identification.** Contractor's federal employer identification number is: 06-1226353.
- 16. Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

- 17. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: [Scholastic Library Publishing, Inc](#)
[Attn: Kathy Brown](#)
[557 Broadway New York, NY 10012](#)

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

COOPERATIVE

By: 

By: _____

Name: Toni Abrahams

Name: Kraig Lofquist

Title: VP of Operations

Title: Executive Director

Date: 11/3/2022

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

[\(Digital\): Scholastic Go, TrueFlix, Teachables, ScienceFlix, Watch & Learn Library](#)

[\(Print\) Children's Press, Franklin Watts, and selected Scholastic titles](#)

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

To receive the below discounts/Prices, purchase order must be emailed to KMBrown@Scholastic.com or TRoller1@Scholastic.com.

Digital

10% off Education Pricing Grid (prices are subject to change annually in August but discount will remain unchanged. Please see next pages for individual Digital pricing.<<VENDOR-INSERT PRICING>>

Print

32% off list price (Reinforced Library Binding) Children's Press, Franklin Watts, and selected Scholastic titles

40% off list price (Trade binding) selected Scholastic titles

Free "Standard" Marc Records

Free "Standard" Library Processing

"Standard"=requires no data manipulation

Free shipping and handling on orders of \$350 or more. For orders less than \$350, there is a 5% charge.



To receive the below prices, purchase orders must be emailed to KMBrown@Scholastic.com or TRoller1@Scholastic.com

School Pricing 2023-2025

ALL PRICING IS CONFIDENTIAL

# of schools	Annual list price per school	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1	\$1,968	\$843	\$860	\$877
2 to 5	\$1,968	\$689	\$702	\$716
6 to 10	\$1,968	\$633	\$645	\$658
11 to 50	\$1,968	\$550	\$561	\$572
51 - 100	\$1,968	\$504	\$514	\$524
100+	\$1,968	\$458	\$467	\$477



# of schools	Annual list price per school	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1	\$1,070	\$645	\$658	\$671
2 to 5	\$1,070	\$583	\$595	\$607
6 to 10	\$1,070	\$520	\$530	\$541
11 to 50	\$1,070	\$452	\$461	\$471
51 to 100	\$1,070	\$382	\$390	\$397
100+	\$1,070	\$314	\$320	\$326



# of schools	Annual list price per school	Annual price per Middle & High School (Grade 6-Up)	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1	\$1,345		\$665	\$678	\$692
2 to 5	\$1,345		\$655	\$668	\$682
6 to 10	\$1,345		\$634	\$647	\$659
11 to 50	\$1,345		\$609	\$621	\$633
51 to 100	\$1,345		\$554	\$565	\$577
100+	\$1,345		\$452	\$462	\$471
		Annual Price per Elementary School (Grade K-5)	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
			\$634	\$647	\$659
			\$577	\$588	\$600
			\$518	\$529	\$539
			\$455	\$464	\$473
			\$386	\$394	\$402
			\$312	\$318	\$325

SCHOLASTIC Teachables

Printables, Lessons, Mini-Books, and More!

# of schools	Annual list price per school	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1	\$1,019	\$458	\$467	\$477
2 to 5	\$1,019	\$444	\$453	\$462
6 to 10	\$1,019	\$421	\$429	\$438
11 to 50	\$1,019	\$374	\$381	\$389
51 to 100	\$1,019	\$327	\$334	\$340
100+	\$1,019	\$280	\$286	\$292

Watch & Learn LIBRARY

# of schools	Annual list price per school	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1	\$2,039	\$689	\$702	\$716
2 to 5	\$2,039	\$654	\$667	\$680
6 to 10	\$2,039	\$621	\$633	\$646
11 to 50	\$2,039	\$551	\$562	\$573
51 to 100	\$2,039	\$480	\$490	\$500
100+	\$2,039	\$458	\$467	\$477



To receive the below prices, purchase orders must be emailed to KMBrown@Scholastic.com or TRoller1@Scholastic.com

Public Library Pricing 2023-2025

ALL PRICING IS CONFIDENTIAL

Population served	BookFlix Standard Pricing	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
Less than 7,500	\$1,307	\$840	\$857	\$874
7,501-15,000	\$1,607	\$1,033	\$1,054	\$1,075
15,001-30,000	\$2,929	\$1,882	\$1,920	\$1,958
30,001-50,000	\$4,119	\$2,647	\$2,700	\$2,754
50,001-75,000	\$6,252	\$4,018	\$4,098	\$4,180
75,001-150,000	\$8,240	\$5,295	\$5,401	\$5,509
150,001-200,000	\$10,438	\$6,708	\$6,842	\$6,979
200,001-250,000	\$12,361	\$7,943	\$8,102	\$8,264
250,001-375,000	\$15,697	\$10,087	\$10,289	\$10,495
375,001-500,000	\$19,229	\$12,356	\$12,603	\$12,856
500,001-625,000	\$23,939	\$15,383	\$15,691	\$16,004
625,001-750,000	\$28,779	\$18,493	\$18,863	\$19,240
750,001-1,000,000	\$34,338	\$22,066	\$22,507	\$22,957
1,000,001-1,250,000	\$37,936	\$24,378	\$24,865	\$25,362
1,250,001-1,500,000	\$41,207	\$26,480	\$27,009	\$27,549

1,500,001-1,750,000	\$45,327	\$29,127	\$29,710	\$30,304
1,750,001-2,000,000	\$48,075	\$30,893	\$31,511	\$32,141
2,000,001-2,250,000	\$50,822	\$32,658	\$33,311	\$33,978



Public Library Pricing 2022-2025

ALL PRICING IS CONFIDENTIAL

Population served			
	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1-5,000	\$1,066	\$1,088	\$1,109
5,001-10,000	\$1,517	\$1,548	\$1,579
10,001-20,000	\$1,966	\$2,005	\$2,045
20,001-50,000	\$3,582	\$3,654	\$3,727
50,001-100,000	\$6,781	\$6,916	\$7,055
100,001-150,000	\$10,545	\$10,756	\$10,971
150,001-200,000	\$14,440	\$14,729	\$15,024
200,001-300,000	\$20,035	\$20,436	\$20,844
300,001-400,000	\$26,640	\$27,173	\$27,716
400,001-500,000	\$33,248	\$33,913	\$34,591
500,001-600,000	\$39,431	\$40,220	\$41,024
600,001-700,000	\$45,196	\$46,100	\$47,022
700,001-800,000	\$50,960	\$51,979	\$53,019
800,001-900,000	\$56,725	\$57,859	\$59,016
900,001-1,000,000	\$62,489	\$63,739	\$65,013
1,000,001-1,100,000	\$66,431	\$67,760	\$69,115
1,100,001-1,200,000	\$70,301	\$71,707	\$73,141
1,200,001-1,300,000	\$75,146	\$76,649	\$78,182

1,300,001-1,400,000	\$80,132	\$81,734	\$83,369
1,400,001-1,500,000	\$85,047	\$86,748	\$88,483
1,500,001-1,600,000	\$89,962	\$91,761	\$93,597
1,600,001-1,700,000	\$94,878	\$96,776	\$98,711
1,700,001-1,800,000	\$99,793	\$101,789	\$103,824
1,800,001-1,900,000	\$104,709	\$106,804	\$108,940
1,900,001-2,000,000	\$109,624	\$111,817	\$114,053



Public Library Pricing 2022-2025

ALL PRICING IS CONFIDENTIAL

Population served	TrueFlix Standard Pricing	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
		Less than 7,500	\$790	\$653
7,501-15,000	\$972	\$803	\$819	\$835
15,001-30,000	\$1,771	\$1,463	\$1,493	\$1,522
30,001-50,000	\$2,491	\$2,058	\$2,100	\$2,142
50,001-75,000	\$3,781	\$3,124	\$3,186	\$3,250
75,001-150,000	\$4,984	\$4,118	\$4,200	\$4,284
150,001-200,000	\$6,312	\$5,215	\$5,320	\$5,426
200,001-250,000	\$7,476	\$6,176	\$6,300	\$6,426
250,001-375,000	\$9,493	\$7,843	\$8,000	\$8,160
375,001-500,000	\$11,298	\$9,334	\$9,521	\$9,711
500,001-625,000	\$14,478	\$11,961	\$12,201	\$12,445
625,001-750,000	\$17,405	\$14,380	\$14,667	\$14,961
750,001-1,000,000	\$20,768	\$17,158	\$17,501	\$17,851
1,000,001-1,250,000	\$22,944	\$18,956	\$19,335	\$19,722
1,250,001-1,500,000	\$24,921	\$20,590	\$21,002	\$21,422
1,500,001-1,750,000	\$27,413	\$22,649	\$23,102	\$23,564
1,750,001-2,000,000	\$29,075	\$24,022	\$24,503	\$24,993
2,000,001-2,250,000	\$30,737	\$25,395	\$25,903	\$26,421



Public Library Pricing 2022-2025

ALL PRICING IS CONFIDENTIAL

Population served	ScienceFlix Standard Pricing	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
Less than 7,500	\$845	\$698	\$712	\$727
7,501-15,000	\$1,040	\$859	\$876	\$894
15,001-30,000	\$1,894	\$1,565	\$1,596	\$1,628
30,001-50,000	\$2,664	\$2,201	\$2,245	\$2,290
50,001-75,000	\$4,043	\$3,341	\$3,407	\$3,476
75,001-150,000	\$5,329	\$4,403	\$4,491	\$4,581
150,001-200,000	\$6,749	\$5,576	\$5,688	\$5,802
200,001-250,000	\$7,993	\$6,604	\$6,736	\$6,871
250,001-375,000	\$10,150	\$8,386	\$8,554	\$8,725
375,001-500,000	\$12,079	\$9,979	\$10,179	\$10,383
500,001-625,000	\$15,480	\$12,790	\$13,046	\$13,307
625,001-750,000	\$18,609	\$15,375	\$15,682	\$15,996
750,001-1,000,000	\$22,204	\$18,345	\$18,712	\$19,086
1,000,001-1,250,000	\$24,530	\$20,267	\$20,672	\$21,085
1,250,001-1,500,000	\$26,646	\$22,015	\$22,455	\$22,904
1,500,001-1,750,000	\$29,310	\$24,216	\$24,700	\$25,194
1,750,001-2,000,000	\$31,086	\$25,683	\$26,197	\$26,721
2,000,001-2,250,000	\$32,862	\$27,151	\$27,694	\$28,248



Public Library Pricing 2022-2025

ALL PRICING IS CONFIDENTIAL

Population served	Standard Pricing	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
Less than 7,500	\$1,080	\$496	\$506	\$516
7,501-15,000	\$1,404	\$644	\$657	\$670
15,001-30,000	\$1,825	\$838	\$855	\$872
30,001-50,000	\$2,373	\$1,089	\$1,111	\$1,133
50,001-75,000	\$3,085	\$1,416	\$1,444	\$1,473
75,001-150,000	\$4,010	\$1,841	\$1,877	\$1,915
150,001-200,000	\$5,213	\$2,393	\$2,441	\$2,489
200,001-250,000	\$6,777	\$3,111	\$3,173	\$3,236
250,001-375,000	\$8,810	\$4,044	\$4,125	\$4,207
375,001-500,000	\$11,453	\$5,257	\$5,362	\$5,469
500,001-625,000	\$14,889	\$6,834	\$6,971	\$7,110
625,001-750,000	\$17,866	\$8,201	\$8,365	\$8,532
750,001-1,000,000	\$21,440	\$9,841	\$10,038	\$10,238
1,000,001-1,250,000	\$25,728	\$11,809	\$12,045	\$12,286
1,250,001-1,500,000	\$28,300	\$12,990	\$13,250	\$13,515
1,500,001-1,750,000	\$31,131	\$14,289	\$14,575	\$14,866
1,750,001-2,000,000	\$34,244	\$15,718	\$16,032	\$16,353
2,000,001-2,250,000	\$37,668	\$17,290	\$17,635	\$17,988



Public Library Pricing 2022-2025

ALL PRICING IS CONFIDENTIAL

Population served	Standard Pricing	Nebraska ESUCC Cooperative Purchasing		
		Price 2023 (until 7/31/2023)	Price 2024 (until 7/31/2024)	Price 2025 (until 7/31/2025)
Less than 7,500	\$1,999	\$917	\$935	\$954
7,501-15,000	\$2,597	\$1,192	\$1,216	\$1,240
15,001-30,000	\$3,377	\$1,550	\$1,581	\$1,612
30,001-50,000	\$4,390	\$2,015	\$2,055	\$2,096
50,001-75,000	\$5,706	\$2,619	\$2,672	\$2,725
75,001-150,000	\$7,418	\$3,405	\$3,473	\$3,543
150,001-200,000	\$9,644	\$4,427	\$4,515	\$4,605
200,001-250,000	\$12,537	\$5,755	\$5,870	\$5,987
250,001-375,000	\$16,298	\$7,481	\$7,631	\$7,783
375,001-500,000	\$21,188	\$9,725	\$9,920	\$10,118
500,001-625,000	\$27,544	\$12,643	\$12,896	\$13,154
625,001-750,000	\$33,053	\$15,171	\$15,475	\$15,784
750,001-1,000,000	\$39,664	\$18,206	\$18,570	\$18,941
1,000,001-1,250,000	\$47,596	\$21,847	\$22,284	\$22,729
1,250,001-1,500,000	\$52,356	\$24,031	\$24,512	\$25,002
1,500,001-1,750,000	\$57,591	\$26,434	\$26,963	\$27,502
1,750,001-2,000,000	\$63,351	\$29,078	\$29,659	\$30,253
2,000,001-2,250,000	\$69,686	\$31,986	\$32,625	\$33,278

Please Note:

Renewals are subject to price increases.

All prices include remote access.

Pricing good through July 31, 2025.

2. **Payment Terms/ Payment Schedule**

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

3. **Acceptance of Services or Products:**

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

4. **Title and Risk of Loss:**

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

- a. First, Last name: [Tina Roller](#)
- b. Title: [n/a](#)
- c. Phone: [800-387-1437 X6354](#)
- d. Email: TRoller1@Scholastic.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. Product Information URL: [n/a](#)



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Coughlan Companies LLC dba Capstone** ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC 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 [REDACTED], 2022 (“Effective Date”) and shall continue until 12:00 midnight (CST) on [REDACTED], 2025, unless terminated earlier as provided by this Agreement or by law.
5. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
6. **Student Privacy Protections.**
 - A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members 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. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: 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 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
 - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified.”
 - G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without

advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law. [The Cooperative understands that Contractor will utilize service providers to perform services under the Agreement, and those service providers will be subject to the terms of this Agreement.](#)
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:

- (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
- (2) Consult with the Cooperative and Members regarding its response;
- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the 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.

8. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses excluding punitive and/or special damages which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the Cooperative, ESUCC, or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

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

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

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

The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide

insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.

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

to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

16. Taxpayer Identification. Contractor's federal employer identification number is: 82-4045107

17. Sales Tax. The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

18. Notice. Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: Coughlan Companies LLC dba Capstone
Connie Ruyter, Proposal Manager
1710 Roe Crest Drive
North Mankato, MN 56003

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

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

20. Entire Agreement. The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters

contained in this Agreement are expressly merged into and superseded by this Agreement.

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

or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.

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

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

CONTRACTOR

COOPERATIVE

By: _____

By: _____

Name: Connie Ruyter _____

Name: Kraig Lofquist _____

Title: Proposal Manager _____

Title: Executive

Director _____

Date: _____

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

See below. Went to next page

Exhibit A: Capstone Product Overview for ESUCC

Capstone Connect Product Overview

At the core of Capstone Connect is an intuitive, easy-to-use standards alignment search tool that provides thousands of resources and helps teachers find the exact content they need from a comprehensive collection that consists of the following:

- PebbleGo Database Products
- Capstone Interactive eBook Bundles
- Instructional Materials
- Capstone Connect Admin Tool

Our proposal will take you through each of these components of Capstone Connect and how the standard alignment search tool allows you to connect all the components within Capstone Connect.

PebbleGo Database Product Overview

- PebbleGo is a curricular content hub specifically designed for K-2 students. Packed with informational articles, ready-made activities, and literacy supports for students of all abilities, it boosts engagement and fosters independent learning in core subject areas. Your students will love exploring PebbleGo time and time again.
- PebbleGo Spanish, a Spanish match to PebbleGo, is a curricular content hub specifically designed for K-2 students. Packed with informational articles, ready-made activities, and literacy supports for students of all abilities, it boosts engagement and fosters independent learning in core subject areas.
- Read More is an option to add to your existing PebbleGo subscription that provides two read-aloud eBooks connected to each article in the PebbleGo Animals and PebbleGo Science modules.
- PebbleGo Next extends that critical thinking and research in an engaging format that is age-appropriate into grades 3-5. PebbleGo Next supports digital citizenship and college & career readiness for your students.

PEBBLEGO

PebbleGo supports literacy and builds a foundation for a lifetime of learning. PebbleGo employs reading strategies to strengthen emergent readers' literacy and research skills through a streamlined interface, audio supports, and easy-to-read articles. PebbleGo features expertly leveled and fully narrated text, animated highlighting, glossary words, visual searching, educational videos, and

games, and encompassing activities which teach students how to cite articles, create reports, and share what they have learned.

PEBBLEGO DATABASES CONTENT OVERVIEW

- **Animals including Dinosaurs:** Articles that support animal classification, behavior, and habitat lessons.
 - Special features include range maps and downloadable templates to label animal parts, scientifically accurate dinosaur illustrations and downloadable templates.
 - Fall 2020 Dinosaurs will be included in the Animals Database and not sold separately.
- **Biographies:** Research the lives of important inventors, explorers, African Americans, Hispanic Americans, women, and more.
 - Special features include a timeline for every subject and cross-referenced subjects
- **Science:** Covers physical, life, and earth & space science along with engineering, technology, and the applications of science. Meets Next Generation Science Standards.
 - Special features include two videos for most articles
- **Social Studies:** Learn about the world around you with a diverse array of topics, including families, maps, and holidays.
 - Special features include twelve different categories exploring a diverse array of curriculum-based content
- **Health:** Age-appropriate articles connected to state and nation health standards in health, wellness, and safety. Content includes topics that build positive social emotional skills, that support the Collaborative for Academic, Social, and Emotional Learning (CASEL) framework.

PEBBLEGO SPANISH BUNDLE DATABASE CONTENT OVEWVIEW

- **Animales:** Animal articles that support animal classification, behavior, and habitat lessons.
- **Estudios Sociales:** Social Studies articles that introduce young researchers to the world around them.
- **Biografías:** Biographies help students learn more about current and historical figures that have influenced the United States.
- **Ciencia:** Science includes concepts like weather, seasons, Earth science, and space.
- **Salud:** Health topics that include health, wellness, and safety.

READ MORE FEATURE

Read More is an option to add to your existing PebbleGo subscription that provides two read-aloud eBooks connected to each article in the PebbleGo Animals and PebbleGo Science modules.

PEBBLEGO NEXT

Built upon the keystones of PebbleGo, PebbleGo Next maintains all the features you love about the original PebbleGo with content suitable for researchers ready to graduate to the next step. PebbleGo Next is designed for upper elementary students, grades 3-5, who are more proficient in navigating technology but still need some extra support, utilizing curriculum-aligned articles with more robust information for older students.

PEBBLEGO NEXT DATABASES CONTENT OVERVIEW

- **Science:** Covers physical, life, and earth & space science along with engineering, technology, and the applications of science. Meets Next Generation Science Standards.
 - Special features include links to the Capstone science lab for videos of experiments kids can try on their own.
- **Social Studies:** Articles that examine the world cultures, global issues, Economics, Geography, Technology & Society, and the United States.
- **States Studies and American Indian History:** Hit all the highlights from geography, history, government, famous people and more.
 - Special features include timelines for every state and activities for very article including recipes and state flag downloadables.
 - Explore the richness of American Indian life, both traditional and present day.
 - Special features include timelines for every tribe and mapped culture area articles and tribe view drilldowns (both traditional and present locations).
- **Biographies:** Biographies research and exploration! Robust and diverse, these curriculum-connected articles span the following topics: advocates and history makers, artists and authors, athletes, business leaders, composers and entertainers, explorers and pioneers, scientists and inventors, and world leaders.

Content Maps

Full content maps of all articles available: <https://www.pebblego.com/resources/content-maps>

Capstone Interactive eBooks Product Overview

NAVIGATION FEATURES – CAPSTONE INTERACTIVE EBOOKS

AUDIO

Capstone Interactive eBooks feature built-in audio support with:

- Natural-voice audio to model pronunciation and fluency
- Administrator can turn read-aloud function on-and-off
- Test-to-speech highlighting for learning your students can see and hear
- Audio available in hundreds of titles in English and Spanish

ACCESS

- 24/7, 365 days a year
- Unlimited circulation
- Content in an ad-free, safe website
- Multi-platform compatibility, whether it's a laptop, desktop computer, or iPad

PebbleGo Create with Buncee

PEBBLEGO CREATE WITH BUNCÉE OVERVIEW

PebbleGo Create is an all-new tool that can be added to any PebbleGo subscription. PebbleGo Create is an intuitive digital workspace for students to demonstrate learning and share their knowledge from PebbleGo. By pairing student-centered active learning with engaging curriculum-connected content, students can retain more essential concepts key to academic success.

Key Areas of PebbleGo Create

- Students can creatively demonstrate their knowledge acquisition directly from an article.
- Teachers can easily view and access a student's work!
- Simple onboarding set: PebbleGo Create allows schools to seamlessly sync rosters with popular SIS tools like Google Classroom and Microsoft Azure AD (i.e., Microsoft).

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

See below – next page

Exhibit B: Capstone ESUCC Digital Price Sheet

Capstone Digital Product Price List

Products Included in Price List

- PebbleGo Database Products
- PebbleGo Create
- Capstone Connect Digital Program
- Capstone Interactive eBooks

PEBBLEGO PRODUCTS

	<u>Bronze</u>	<u>Silver</u>	<u>Gold</u>	<u>Platinum</u>
	<u>All 5 PebbleGo Modules</u>	<u>All 5 PebbleGo + 1 Add-on Product</u>	<u>All 5 PebbleGo + 2 Add-on Product</u>	<u>All 5 PebbleGo + 3 Add-on Product</u>
<u>ESUCC Price</u>	<u>\$1,299.00</u>	<u>\$1,799.00</u>	<u>\$1,999.00</u>	<u>\$2,399.00</u>
<u>Small School Pricing*</u>	<u>\$779.40</u>	<u>\$1079.40</u>	<u>\$1199.40</u>	<u>\$1439.40</u>

Small School Pricing*

Small School Pricing is available for elementary sites that have less than 250 students. Note: Small school pricing does not include additional multi-site pricing options.

Add-On Products:

1. PebbleGo Next (all 4)
2. PebbleGo Spanish Bundle
3. Read More for Animals and Science (both modules)

Note: Pricing is for a one-year subscription per site/building.

Multi-Site Pricing

Multi-site pricing is for sites that are purchased on the same purchase order.

	0%	5%	10%	15%	20%	25%	30%	35%	40%	
	1 site	2-10 sites	11-20 sites	21-30 sites	31-40 Sites	41-50 sites	51-60 sites	61-70 sites	71-80 sites	80+ sites
Bronze	\$1,299.00	\$1,234.05	\$1,169.10	\$1,104.15	\$1,039.20	\$974.25	\$909.30	\$844.35	\$779.40	Call for Quote
Silver	\$1,799.00	\$1,709.05	\$1,619.10	\$1,529.15	\$1,439.20	\$1,349.25	\$1,259.30	\$1,169.35	\$1,079.40	Call for Quote
Gold	\$1,999.00	\$1,899.05	\$1,799.10	\$1,699.15	\$1,599.20	\$1,499.25	\$1,399.30	\$1,299.35	\$1,199.40	Call for Quote
Platinum	\$2,399.00	\$2,279.05	\$2,159.10	\$2,039.15	\$1,919.20	\$1,799.25	\$1,679.30	\$1,559.35	\$1,439.40	Call for Quote

PebbleGo Database Options

- Animals/Dinosaurs, Science, Biographies, Social Studies, Health

PebbleGo Next Database Options

- States and American Indian Studies, Science, Social Studies, Biographies

Spanish Bundle Contains

- Animales, Ciencias, Biografias, Estudios Sociales, Salud

Read More Add-on Product

- Read More Animals, Read More Science

*Note: Must own/purchase corresponding PebbleGo Database

PEBBLEGO CREATE

PebbleGo Create is part of the PebbleGo family of products. PebbleGo Create may be added to any one or more modules of PebbleGo K-2 Databases. PebbleGo Create cannot be purchased separately.

<u>PebbleGo Create</u>	<u>\$500.00</u>
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CAPSTONE CONNECT

0%	5%	10%	15%	20%	25%	30%	35%	40%	
1 site	2-10 sites	11-20 sites	21-30 sites	31-40 Sites	41-50 sites	51-60 sites	61-70 sites	71-80 sites	80+ sites
<u>\$5,999</u>	<u>\$5,699</u>	<u>\$5,399</u>	<u>\$5,099</u>	<u>\$4,799</u>	<u>\$4,499</u>	<u>\$4,199</u>	<u>\$3,899</u>	<u>\$3,599</u>	<u>Call for Quote</u>

CAPSTONE INTERACTIVE EBOOKS

<u>Perpetual License</u>	<u>List Price</u>	<u>BOGO Price**</u>
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<u>Capstone Interactive eBooks</u>	<u>\$39.99</u>	<u>\$19.99</u>
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**BOGO Price Note: Buy One, Get One Free Pricing is based on current School/Library Pricing. Pricing may increase in the future, but the BOGO pricing discount will be offered.

Titles can be viewed at <https://www.capstonepub.com/librarians/ebooks/interactive-ebooks>

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within 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.

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

- a. First, Last name: Beth Daniels, and Caroline Brockhaus Runion BK Educational Resources
- b. Title: Sales Consultant
- c. Phone: Beth: 314-374-4878 Caroline: 314-956-8373-
- d. Email: _____ beth@bkedresources.com,
Caroline@bkedresources.com-

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

Ainsworth, NE 69210

6. **Product Information URL:** <https://www.pebblego.com/capstone-connect>

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

Capstone Product End User License Agreement

Last Updated: January 28, 2022

Please read this Agreement carefully. You must agree to the terms of this Product License Agreement to access Capstone Digital Products.

This Product License Agreement, and any additional terms of use provided in the Legal Center (located at <https://www.capstonepub.com/support/legal-central>), or in connection with or otherwise listed in a particular Capstone Digital Product (collectively, the "Agreement"), together with the Capstone Privacy Policies (located at <https://www.capstonepub.com/support/privacy-central>), apply to and govern your access, purchase, and use of the Capstone Digital Products (defined below). This Agreement is a legal agreement between you (as defined below) and Coughlan Companies LLC d/b/a Capstone, on behalf of itself, its subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and third-party information providers (collectively, "Capstone").

As used in this agreement, "you" and "your" refer to you, the individual requesting and receiving the right to use the Capstone Digital Products, and the entity on whose behalf you are accessing or using the Capstone Digital Products. The individual entering into this agreement, by their access or use of Capstone Digital Products, does so on behalf of themselves and such entity, and you represent that you are duly authorized to bind yourself and such entity to the terms of this agreement.

Please particularly note the following provisions: User Content, User Content Representations and Warranties, Data Retention and Backups, Disclaimer of Warranties, Limitation of Liability, Indemnification.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CAPSTONE DIGITAL PRODUCTS THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE.

- 1. Applicable Products.** These terms apply to your access and use of the following digital software, educational platforms and tools offered by Capstone (collectively, the "Capstone Digital Products," each a "Capstone Digital Product"):

PebbleGo (Including Add-Ons and Mobile Applications)

Capstone Interactive

Capstone Connect

PebbleGo Create with Buncee

Buncee (Including all Buncee products and Mobile Applications)

Raintree (Including Raintree Online and Engage Literacy)

No Nonsense Literacy

The Capstone Digital Products to which you are receiving access and a license to use pursuant to these terms are identified in the corresponding purchase order, order form, invoice, online store purchase choice, or online subscription or license choice (collectively, "Order"). The scope of any license granted to you hereunder is limited to the Capstone Digital Product, license model, and term indicated in the Order by and between you and Capstone.

2. Acceptance of Terms. This Agreement will be binding on you upon the earliest of: (i) your execution, submission, or other acceptance of an Order (including any free trial), either electronically or in writing, or (ii) your installation, access, or use of a Capstone Digital Product or any related documentation. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS, OR USE A CAPSTONE DIGITAL PRODUCT. If you and Capstone are parties to Terms, a User License Agreement, or other agreement related to the Capstone Digital Products dated prior to the "Last Updated" date above, including any previous terms between you and Buncee LLC, you hereby agree that your access and use of the Capstone Digital Products after the last version of this Agreement is posted and presented to you when you log in to your account constitutes your acceptance of this Agreement in lieu of and superseding any prior terms and conditions related to your use of the Capstone Digital Products.

3. Eligibility. The Capstone Digital Products are offered and available for purchase by persons who are 18 years of age or older. By entering into an Order, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. Capstone makes no representation that the information or materials on or linked through the Capstone Digital Products are appropriate or available for use in locations outside of the United States. Those who choose to access the Capstone Digital Products from outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so.

4. User Types. You are eligible to purchase a license to the Capstone Digital

Products solely as one of the following user types, provided that not all types are available for all Capstone Digital Products:

- Parent/Legal Guardian: A “Parent/Legal Guardian” user type means an adult purchasing a license to a Capstone Digital Product for use by a child under the age of 18. Verifiable consent from the child’s parent or legal guardian is required in order for any child to use a Capstone Digital Product in connection with this user type. Please review the Children’s Privacy Policy located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy> to learn more about how Capstone collects, discloses, and uses information provided by children under the age of 13 in the United States and under the age of 16 in the European Union. You are responsible for complying with all of Capstone’s requests made in order to verify your consent for a child to use a Capstone Digital Product. Children may not use any Capstone Digital Products until we receive and process this verifiable consent.
- Educator: An “Educator” user type means a teacher or school administrator who is authorized by the individual’s school and/or school district to subscribe to a Capstone Digital Product. As an Educator, you represent and warrant that you are a teacher or school administrator with permission and authorization from a school or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- School/District: A “School/District” user type means a school or district administrator purchasing a license to use a Capstone Digital Product for use by a school (i.e., multiple teachers and students) or school district (i.e., multiple schools and their teachers and students). As a School/District user type, you represent and warrant that you have permission and authorization from the school and/or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.

- General Adult: A “General Adult” user type means you are a person over the age of 18 who wants to enjoy a Capstone Digital Product for your own personal benefit. The license granted herein is limited to your sole use of a Capstone Digital Product.

5. Account Creation and Credentialing.

- a. You must register and create an account in order to access and use the Capstone Digital Products. You may need to provide certain registration details or other information on behalf of yourself or other users to create an account and to otherwise access and use the Capstone Digital Products. It is a condition of your access and use of the Capstone Digital Products that all the information you provide to register with the Capstone Digital Products is correct, current, and complete. You further agree you will not in any way misrepresent your identity at any time when accessing or using a Capstone Digital Product. You agree that all information you provide to register with the Capstone Digital Products is governed by our Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>, and you consent to all accounts we take with respect to your information consistent with our Privacy Policies. Where it is reasonable to do so, or permitted by law, we may rely on implied consent.
- b. Educators are, and Schools/Districts may designate, administrative users (“Admin Users”). Admin Users can create additional authorized user accounts for their students, faculty or other individuals (“Authorized Users”) and assign certain permissions to such additional accounts. You are liable for all use of the Capstone Digital Products by your Authorized Users and the conduct of your Authorized Users shall be considered your conduct for the purposes of the rights and obligations hereunder. Depending on the level of permissions assigned to your user account, you may not have access to or be able to view or use all of the functions or features of the Capstone Digital Products.

6. Account Security. You are responsible for maintaining the security and confidentiality of all usernames, passwords, and other login credentials used in connection with Capstone Digital Products and you must immediately notify Capstone if any usernames, passwords, or other login credentials are accessed by or disclosed to any unauthorized person. It is your responsibility to change any passwords immediately if you suspect or feel the security of any account you use or manage has been compromised. You may not permit others to use your account, unless permitted by the terms of this Agreement, and you may not sell, trade, or otherwise transfer your account to another party. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any

provision of this Agreement or we suspect the security of any account has been compromised.

7. User Content. Certain Capstone Digital Products allow you and your Authorized Users to upload, post, share, submit, or contribute information, text, data, photographs, and other content (collectively, "User Content"), including through invitations and shared forums. In uploading, posting or sharing such User Content, you grant Capstone and our affiliates, licensors, and service providers, and each of their and our respective licensees, successors, and assigns, and all other Capstone Digital Products users, a non-exclusive, sublicensable, transferable, perpetual, worldwide, royalty-free license to use, display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Capstone Digital Products, exercising our rights or obligations under this Agreement, or any other use described in our Privacy Policies. You also acknowledge and agree that Capstone does not control other users' acts or User Content submissions. We do not specifically collect any User Content and disclaim all warranties and liabilities for User Content. We are not responsible and disclaim all liability for any action taken by any third party with respect to your User Content that you have made public or otherwise available to third parties.

8. User Content Representations and Warranties. You represent and warrant that you or your Authorized Users own or control all rights in and to the User Content and have the right to grant the license granted above and that all of your or your Authorized Users' User Content does and will comply with all applicable laws, rules, and regulations, and the terms of this Agreement. You also represent and warrant that you have obtained all applicable consents and permissions needed to provide Capstone with any information provided by you or your Authorized Users to Capstone, and that you have a lawful basis for providing such information to Capstone, in connection with your use of Capstone Digital Products, including, without limitation, any personal information as defined under applicable law provided to Capstone. You agree to cooperate with Capstone and take such action as reasonably requested by Capstone with respect to any information provided by you to Capstone.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CAPSTONE DIGITAL PRODUCTS THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE. THE UPLOAD OR SUBMISSION TO THE CAPSTONE DIGITAL PRODUCTS OF ANY USER CONTENT THAT VIOLATES, OR IS ALLEGED TO VIOLATE, THE INTELLECTUAL OR PROPRIETARY RIGHTS OF ANY THIRD PARTY IS A MATERIAL VIOLATION OF THE TERMS OF THIS AGREEMENT AND THE LIMITATIONS ON CAPSTONE'S LIABILITY AND YOUR INDEMNIFICATION OBLIGATIONS HEREIN APPLY TO ANY CLAIMS RELATED TO SUCH CONDUCT.

9. User Content Standards. You understand and acknowledge that you are responsible for any User Content you or your Authorized Users upload, post, share, submit, or contribute, and you, not Capstone, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Capstone is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Capstone Digital Products. Capstone may, in its sole discretion, deny any application to post or share User Content. The following standards apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations, and must not:

a. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing,

violent, hateful, inflammatory, or otherwise objectionable.

- b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- c. Infringe any patent, trademark, trade secret, copyright, or other Intellectual Property or other rights of any other person.
- d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement or the Capstone Privacy Policies.
- e. Be likely to deceive any person.
- f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- g. Contain any alcohol-related or mature content without appropriate age-based restrictions.
- h. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- i. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- j. Give the impression that they emanate from or are endorsed by Capstone or any other person or entity, if this is not the case.
- k. Contain any information about a person under 18 years of age without parent or legal guardian permission in the case of a General Adult user.
- l. Criticize Capstone, the Capstone Digital Products, or the service of any of Capstone's operational partners

b.

10. Technical Data; Children's Information; Student Information.

- a. Technical Data. For the purposes of this Agreement, "User Content" does not include any aggregated or statistical technical data related to your, or your Authorized Users', access or use of the Capstone Digital Products. Such data may be used by Capstone to manage and improve the performance of its services, for statistical analysis, and for research, commercial, and development purposes.
- b. Children's Information. All information collected from or about children in connection with a Capstone Digital Product ("Child Data") is used, disclosed, shared, and processed by Capstone in accordance with its Privacy Policies, including its Children's Privacy Policy, the terms of which are located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy>. You hereby agree and consent to Capstone's use, disclosure, sharing, and processing of Child Data in accordance with its Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>.
- c. Student Information. To the extent that you provide, or facilitate the provision, of any information relating to students, including Education Records as defined by the Family Educational and Privacy Rights Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), to Capstone, you represent and warrant that you: (i) have complied, and will comply, with all applicable laws, rules and regulations applicable to you and such information; (ii) have obtained, and will obtain, all rights, consents (including prior consents), and permissions required to provide such information and Education Records to Capstone; and (iii) have provided, and will provide, all notices with respect to such information as required by

applicable law. You will ensure that all information held by Capstone pertaining to any students, including any Education Records, is accurate and only provide to Capstone (including in the form of User Content) the information that is necessary for Capstone to receive in order to further the institutional service or function for which you are using the Capstone Digital Product and your educational purposes.

11. Data Retention and Backups. Information regarding students, including information from Education Records, will be retained by Capstone only to the extent necessary to fulfill its obligations under this Agreement and Capstone may take steps to destroy such data when it determines, in its discretion, that the data is no longer needed for the purposes for which it was disclosed. In any event, Capstone reserves the right to delete and destroy information from or related to your, or your Authorized Users', account(s), including but not limited to User Content and information from or related to Education Records, thirty-six (36) months from the date of the earliest to occur of the following: (i) termination or expiration of this Agreement, (ii) your failure to pay fees in accordance with the terms of this Agreement, or (iii) a user account shows no user activity for a period of six (6) months. Notwithstanding the foregoing, Capstone may retain copies of data related to your use of the Capstone Digital Products, including User Content, to the extent it deems is necessary to comply with applicable laws, resolve disputes, enforce its legal agreements or policies, or verify and validate any requests made by you. You are solely responsible for maintaining a backup or copy of the entire contents of your, or your Authorized Users', account(s), including all User Content and other information (including student information) provided, submitted, uploaded, or transmitted by you to Capstone or the Capstone Digital Products, or created by you or your Authorized Users using the Capstone Digital Products. You acknowledge and agree that it is your, and, as applicable, the Educator's and/or the School/District's, sole responsibility to maintain and retain any student information, including Education Records, pursuant to and in accordance with any laws, rules, regulations, policies, or obligations applicable to you and/or your School/District. You have no right to make any claim against Capstone in connection with the deletion (whether by Capstone or a third party) of any User Content, account information, student information or other data associated with your use of the Capstone Digital Products.

12. General License Grant. Subject to the terms and conditions of this Agreement, Capstone grants to you and your Authorized Users, for the term of this Agreement, a limited, non-exclusive, non-transferable, non-assignable, and revocable license to access, view, and use the Capstone Digital Products solely for your internal, non-commercial use, and in the case of an Educator or School/District, in connection with and limited to your educational purposes related to your Authorized Users' studies and work.

13. Additional License Terms and Limitations: The Order will specify the Capstone Digital Product you are authorized to access and use pursuant to this Agreement. Depending on the terms of the Order, the additional terms and limitations below apply. [For more information about the features and functionality specific of each Capstone Digital Product, please review our product details here.]

- Buncee Free and Buncee Premium. A Buncee Free and Buncee Premium subscription is only available to a General Adult or Parent/Legal Guardian user. Buncee Free subscribers are limited to one (1) Buncee Board and do not have access to the following: Classroom student/teacher dashboards, assignment and grading functionality, premium media functionality such as record video and record audio, free response and multiple choice questions, 360 degree images, ability to add a QR code or import a URL, ability to save as a JPEG or PDF, and all Schools & Districts functionality.
- Buncee Classroom. A Buncee Classroom subscription is only available to Educators and Schools/Districts. The Educator or School/District must provide the information required to create student accounts by either: (i) Manually entering student names, usernames and passwords, or (ii) Manually uploading the applicable roster data in .csv format, or (iii) Manually creating a class and providing a class code to students. You, the Educator and/or School/District, represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring fully compliance with the terms of this Agreement.
- Buncee Schools and Districts. A Buncee Schools and Districts subscription is only available to Educators and Schools/Districts. The School/District must provide the information required to create teacher and student accounts by either: (i) Syncing the School/District's roster data through Google Classroom or Microsoft Office 365 with the Buncee application, or (ii) Manually uploading the applicable roster data in .csv format. You, the Admin User, control all creation and sharing options for the district, school(s), user types and all users. When you register a school or district, you will be issued a URL that is unique to that school or district. You, the administrator, represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring

fully compliance with the terms of this Agreement. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.

- PebbleGo. A PebbleGo subscription is only available to Educators and Schools/Districts. When you purchase a PebbleGo license, you are not able to create accounts or logins for students. All faculty and students must use the designated School/District username and password assigned to you by Capstone. You are responsible for any and all use of your designated School/District username and password.
- Capstone Connect. A Capstone Connect subscription is only available to Educators and Schools/Districts. When you purchase a Capstone Connect license, you are not able to create accounts or logins for students. All faculty must use the designated School/District username and password assigned to you by Capstone. You are responsible for any and all use of your designated School/District username and password. Capstone Connect hosts a large online source of K-5 eBook bundles, nonfiction articles, and instructional support united by a single search. It serves as a hub that holds the District's/School's Capstone Digital Products. If applicable, you may be permitted to download software Capstone makes available to you ("Capstone Applications") that may be downloaded and installed by you on a mobile, computer, or other supported electronic device ("Supported Device") and permits you to access, download, purchase, or use e-books and other digital content available through Capstone's digital store and other services ("Capstone Content"). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by Capstone hereunder may terminate in the event a third-party

content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.

- Capstone Interactive. A Capstone Interactive license is only available to Educators and Schools/Districts. When you purchase a Capstone Interactive license, you are not able to create accounts or logins for students. All faculty and students must use the designated School/District username and password assigned to you by Capstone. You are responsible for any and all use of your designated School/District username and password. If applicable, you may be permitted to download software Capstone makes available to you (“Capstone Applications”) that may be downloaded and installed by you on a mobile, computer, or other supported electronic device (“Supported Device”) and permits you to access, download, purchase, or use e-books and other digital content available through Capstone’s digital store and other services (“Capstone Content”). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by Capstone hereunder may terminate in the event a third-party content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.

- PebbleGo Create with Buncee. A PebbleGo Create with Buncee subscription is only available to Educators and Schools/Districts. In order for a School/District to use PebbleGo Create with Buncee, the School/District must provide the information required to create teacher and student accounts by either: (i) Syncing the School/District’s roster data through Google Classroom or Microsoft Office 365 with the PebbleGo Create with Buncee application, or (ii) Manually uploading the applicable roster data in .csv format. When you, the Administrator, register a school or district, you will be issued a URL that is unique to that school or district. You represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring fully compliance with the terms of this Agreement. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- Building Specific Site License. A Building Specific Site License is only available to Educators and Schools/Districts. If the Order specifies a particular Building (as defined below), the Order shall be deemed a “Building Specific Site License.” For the purposes of this Agreement, if you have obtained a Building Specific Site License, you are granted the above limited license solely for access, view, and use at the Building in accordance with the terms of this Agreement. A “Building” is defined as having a unique mailing address and principal, director, or manager. You are solely responsible for providing the required facilities, hardware, software (including third-party software), services and systems (including telecommunications and bandwidth, internet, electrical and physical systems), for you, your students and your faculty to access, view, and use the Capstone Digital Products. If this Agreement is executed by a representative of a district or multi-site entity, this license applies to all the Buildings identified in the Order. A Building Specific Site License allows all the students that attend, and the faculty that work in, the Building identified in the Order to access, view, and use the identified Capstone Digital Products. All such persons are deemed “Authorized Users.” Those students and faculty of the identified Building also may, if permitted by the specific Capstone Digital Product, view, access, and use the Capstone Digital Product at home solely in accordance with the limitations and terms of this Agreement. Individuals who cease to be students or faculty of the Building shall have no ongoing right to view, access, or use Capstone Digital

Products under the license granted hereunder and such viewing, access, or use of the Capstone Digital Products by those students or faculty must contemporaneously, immediately cease. In the case of consortium, district, regional center, state, or other entities consisting of multiple institutional Buildings of any type, a site license is required for each Building with students or faculty accessing, viewing, or using Capstone Digital Products.

- Raintree (Including Raintree Online and Engage Literacy). A Raintree license is available to a General Adult, Parent/Legal Guardian, or Educators and Schools/Districts. When you purchase a Raintree license, you are not able to create accounts or logins for students. All individuals, faculty and students must use the designated username and password assigned to you. You are responsible for any and all use of your designated username and password. If applicable, you may be permitted to download software Capstone makes available to you (“Capstone Applications”) that may be downloaded and installed by you on a mobile, computer, or other supported electronic device (“Supported Device”) and permits you to access, download, purchase, or use e-books and other digital content available through Capstone’s digital store and other services (“Capstone Content”). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by Capstone hereunder may terminate in the event a third-party content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.
- No Nonsense Literacy. A No Nonsense Literacy subscription is available to

a General Adult, Parent/Legal Guardian, or Educators and Schools/Districts. When you purchase a No Nonsense Literacy license, you are not able to create accounts or logins for students. All individuals and faculty must use the designated username and password assigned to you. You are responsible for any and all use of your designated username and password. If applicable, you may be permitted to download software Capstone makes available to you ("Capstone Applications") that may be downloaded and installed by you on a mobile, computer, or other supported electronic device ("Supported Device") and permits you to access, download, purchase, or use e-books and other digital content available through Capstone's digital store and other services ("Capstone Content"). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by Capstone hereunder may terminate in the event a third-party content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.

14. Availability. Capstone will not be liable if for any reason all or any part of the Capstone Digital Products is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Capstone Digital Products, or the entire Capstone Digital Products, to users, including registered users. Except as otherwise agreed upon in a separate service level agreement, Capstone does not make any representations or guarantees regarding uptime or availability of the Capstone Digital Products. Capstone may block, limit or terminate your access to the Capstone Digital Products for any reason, including if: (i) you or your Authorized Users violate this Agreement; (ii) you or

your Authorized Users violate any applicable law or regulation relating to your or your Authorized Users' use of the Capstone Digital Products; (iii) you or your Authorized Users engage in any conduct which Capstone, in its sole discretion, believes is offensive, harmful, defamatory or otherwise harmful to Capstone or others; or (iv) you breach any other agreement with us.

15. Downloads. The Capstone Digital Products may allow you to download for print or digitally copy a reasonable portion of certain Capstone Content, User Content, or other content of the Capstone Digital Products for personal, non-commercial use. Such download or copy is permissible only in accordance with any terms provided in connection with such content, the fair use doctrine under U.S. Copyright laws, and the terms of this Agreement. Capstone may withdraw its consent to download or copy any content at any time for any reason.

16. Pricing and Payment.

- a. By entering into this Agreement, you agree to be bound by the payment terms set forth in the Order. Failure to abide by the payment terms set forth in the Order may result in Capstone, at Capstone's discretion, automatically terminating this Agreement including without limitation all your license to access and use any Capstone Digital Products. Any acceptance of partial payment, reduced payment, or late payment by Capstone shall not constitute a waiver as to Capstone's right to recover full amounts due under the payment terms and Capstone's right to terminate this Agreement for non-payment.
- b. In order to purchase access to a Capstone Digital Product, you may be asked to supply certain relevant information, including your credit or payment card number and expiration date or similar payment information, your billing address, and shipping information. You represent and warrant that you have the right to use any credit or payment card or other payment mechanism that you submit in connection with the purchase of a Capstone Digital Product license and that you have all authority necessary to make such purchase using the credit card or payment mechanism that you submit. By submitting such information, you grant Capstone the right to provide such information to third parties for the purposes of facilitating your purchase. You acknowledge and agree that Capstone is not responsible for how any third-party credit card or other payment method processor transmits, stores, uses or shares your information.
- c. The pricing and availability of the Capstone Digital Products is subject to change. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and correct any errors, inaccuracies, or omissions including after an Order has been submitted and whether or not

your credit card or other payment mechanism has been charged.

17. Restrictions on Use. You may not do any of the following, nor may you permit any Authorized User or any third party, to do any of the following: (i) exceed the limited license rights granted in this Agreement including, without limitation, the sharing of passwords or other login credentials with those not given explicit rights to access and view Capstone Digital Products under this Agreement; (ii) remove any proprietary notices, labels, or marks from Capstone Digital Products; (iii) sell, transfer, lend, lease, license, or sublicense Capstone Digital Products; (iv) copy, distribute, modify, or otherwise create derivative works of Capstone Digital Products (or any content therein), except as permitted herein, (v) display or perform Capstone Digital Products outside the Building, or circumvent any digital rights management or copyright management protection associated with Capstone Digital Products; (vi) translate, reverse engineer, decompile or disassemble Capstone Digital Products or the hardware, executable software, software source code, or any other technology used as a means for delivering the Capstone Digital Products or securing Capstone's rights in the Capstone Digital Products including without limitation any digital rights management or copyright protection; (vii) use any manual or automated software, devices, scripts, robots, or other means to access, "scrape," "crawl," or "spider" any web pages or other services contained in the Capstone Digital Products; or (viii) falsely state, impersonate, or otherwise misrepresent your identity. In addition, You agree and are responsible for ensuring that neither you nor your Authorized Users will use any website, ftp site, media, or other methods or materials provided by Capstone for Your access and viewing of Capstone Digital Products for any purpose beyond what is explicitly permitted by this Agreement. You also agree and are responsible for ensuring that you and your Authorized Users only use the Capstone Digital Products for lawful purposes and you represent and warrant that you or your Authorized Users will not use any Capstone Digital Product in violation of any applicable law.

18. Ownership. As between you and Capstone, Capstone and its licensors are the owners of all Intellectual Property rights in and to Capstone Digital Products, including all Buncee or PebbleGo Create with Buncee templates, images, and text that are provided and available to you via the Capstone Digital Products. Capstone assumes no ownership of any User Content. The entire contents and design of the Capstone Digital Products are protected by U.S. and international copyright law. Capstone names, images, and logos and all related product and service names, design marks, and slogans, including BUNCREE, PEBBLEGO, RAINTREE and NO NONSENSE LITERACY are the trademarks or service marks, or copyrights, of Capstone. All rights reserved. You are not authorized to use any Capstone name or mark in any advertisement, publicity, or in any other commercial manner without prior written consent of Capstone. All other trademarks and images appearing in connection with the Capstone Digital Products are the property of their respective owners. "Intellectual Property" shall mean all of the following, whether registered or unregistered anywhere in the world: all inventions, whether patentable or not, patents and applications for patents; all copyrights, copyright registrations

and copyright applications, copyrightable works and works of authorship, and all other corresponding rights; all trade dress and trade names, logos, trademarks and service marks and related registrations and applications, all design rights, all other indicia of commercial source or origin, and all goodwill associated with any of the foregoing; and, all trade secrets and confidential information of any kind. The license granted under this Agreement is not a sale of Capstone Digital Products or any copy of Capstone Digital Products and does not grant you any ownership rights to or in any copies of Capstone Digital Products or Capstone Content. Ownership of Capstone Digital Products, Capstone Content, and copies thereof, and all Intellectual Property rights therein, will at all times remain with Capstone (or its licensors, as applicable), regardless of who may be deemed the owner of the tangible media in or on which Capstone Digital Products or Capstone Content may be copied, encoded or otherwise fixed.

19. Claims of Copyright Infringement. We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Capstone Digital Products infringe your copyright, you may request removal of those materials in accordance with our Copyright Policy located at <https://www.capstonepub.com/support/legal-central/copyright>, the terms of which is hereby incorporated by reference.

20. Social Media Links and Functionality. You may have the option to share or post information or content from the Capstone Digital Products to your personal or professional social media accounts (“Public Posts”). You make any Public Posts at your own risk: third-party social media sites are governed by the terms and privacy policies of such applicable third-parties. All Public Posts are at your discretion and controlled by you. You shall not and will not make any Public Post in any manner that violates the Intellectual Property, proprietary, or personal rights of any other person.

21. Duration of Access to Certain Content. Capstone will provide access to Capstone Digital Products in a form and format that is in the sole discretion of Capstone. Due to licensing restrictions that may apply to a Capstone Digital Product, or the content or offerings contained therein, Capstone reserves the right to remove, modify or replace any specific content (such as, without limitation, text, images, books, photographs, or videos) of the Capstone Digital Products in its sole discretion.

22. Term.

- a. License Term. The Capstone Digital Products may be offered on a monthly or annual subscription basis, as a perpetual license, or for the term otherwise specified in the Order. Any subscription and/or license is billed in advance on a monthly or annual basis (unless otherwise specified in the Order), according to the duration of the subscription and/or license, and is non-refundable. Your agreement for purchasing a license becomes binding upon agreeing to the

Order. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle. Downgrading your plan may cause the loss of User Content, content, features, or capacity of your account. Capstone is not liable or responsible for such loss.

- b. Renewals. In the case of a subscription license, after each subscription term, the subscription term will automatically renew for the agreed upon term (e.g., 1 month or one year), unless you cancel the service before the current term runs out. The full amount for each renewal term will be charged to the payment method you have provided or is linked to your account on the first day of the renewal. You shall be responsible for any and all fees charged by Capstone for the license granted under this Agreement and for any subsequent renewals. Upon terminating a subscription, your account, any Authorized User accounts, and the Capstone Digital Products will become unusable. Users are not entitled to any refund of subscription fees. Capstone is under no further obligations to you or your Authorized Users upon your termination of the subscription.
- c. Free Trial. If you initially sign up for free trial, you must provide Capstone a valid payment method (such as a credit card) to continue using the Capstone Digital Product at the end of the trial period. If you do provide a payment method in connection with your trial subscription, and you do not cancel the subscription before the free trial ends, you will be billed monthly starting at the end of your free trial. If you do not provide Capstone a payment method in connection with your free trial subscription, your subscription to the Capstone Digital Product will be terminated at the end of the free trial period and your account will be closed.
- d. Additional Mobile App Terms. Any licenses purchased for mobile applications via the Apple App Store or the Google Play Store have to be terminated via the Apple App Store or the Google Play Store for technical reasons. Termination must occur no later than 48 hours before the extension of the subscription. Instructions for canceling a subscription are available at <https://support.apple.com/en-us/HT202039> (Apple) and <https://support.google.com/googleplay/answer/7018481?hl=en&co=GENIE.Platform%3DAndroid> (Google).

23. Termination. This Agreement will terminate automatically and immediately in the event that you violate any provision of this Agreement. Capstone also reserves the right to terminate or amend this Agreement and any of the licenses granted hereunder at any time without cause; provided that, in the event you have prepaid any fees for a Capstone Digital Product, Capstone will use commercially reasonable efforts to provide you access to a comparable

replacement Capstone product or service. Upon termination or cancellation of a license or this Agreement, your account, any Authorized User accounts, and the Capstone Digital Products will become unusable. Users are not entitled to any refund of subscription fees in the event you cancel your subscription. Capstone is under no further obligations to you or your Authorized Users upon your termination of a license or subscription.

24. Disclaimer of Warranties. CAPSTONE DIGITAL PRODUCTS AND ALL METHODS AND MEDIA THROUGH OR ON WHICH IT IS PROVIDED INCLUDING WITHOUT LIMITATION ANY HOSTING OR PROVISION OF CAPSTONE DIGITAL PRODUCTS THROUGH THE INTERNET ARE PROVIDED BY CAPSTONE AND ACCEPTED BY YOU "AS IS," "WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY CAPSTONE. CAPSTONE DOES NOT WARRANT THAT THE ACCESS TO CAPSTONE DIGITAL PRODUCTS OR CAPSTONE DIGITAL PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY WEBSITE, APPLICATION, OR SERVER THAT MAKES CAPSTONE DIGITAL PRODUCTS AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CAPSTONE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CAPSTONE DIGITAL PRODUCTS IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CAPSTONE DIGITAL PRODUCTS MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

25. Limitation of Liability. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CAPSTONE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OF OR INABILITY TO USE, ACCESS, OR VIEW CAPSTONE DIGITAL PRODUCTS. YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL CAPSTONE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE CAPSTONE DIGITAL PRODUCTS, INCLUDING (BUT NOT LIMITED TO) ANY UNAUTHORIZED ACCESS, ACQUISITION, USE OR DISCLOSURE OF DATA OR USER CONTENT, OR THE LOSS, DESTRUCTION, OR DELETION OF ANY DATA OR USER CONTENT, EVEN IF CAPSTONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL

CAUSE OF ACTION ASSERTED. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, CAPSTONE'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW AND IN NO EVENT SHALL CAPSTONE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSE TO USE THE APPLICABLE CAPSTONE DIGITAL PRODUCT(S) GRANTED HEREIN.

26. Indemnification. To the extent permitted by applicable law, You are legally responsible for your, and your Authorized Users', access, use, and viewing of the Capstone Digital Products. You are responsible for any conduct in violation of this Agreement, applicable law, or the rights granted in this Agreement, whether by you, your Authorized Users, or any third party that gains access to the Capstone Digital Products by or through your or your Authorized Users' actions or inactions. Unless You are a publicly funded, non-profit educational institution and therefore unable to legally indemnify Capstone, to the extent permitted by applicable law, you agree to indemnify, defend and hold harmless Capstone, its officers, directors, employees, successors, and assigns from and against any and all claims, losses, expenses, damages (including, but not limited to, direct, indirect, incidental, consequential, and exemplary damages), fine, liabilities, and costs (including reasonable attorneys' fees, expert fees, and other litigation or investigation costs), whether for defense or prosecution of any of Capstone's, or Capstone's licensors', Intellectual Property rights or other rights under this Agreement resulting from or arising out of your use of or inability to use Capstone Digital Products, any violation by you of this Agreement, and any User Content.

27. General Provisions.

- a. Export Control. Use of the Capstone Digital Products is subject to export and re-export control laws and regulations and required authorizations. You warrant that you are not prohibited from receiving U.S. origin products, including services or software.
- b. Entire Agreement. This Agreement, the Order, the Capstone Website Terms of Use located at <https://www.capstonepub.com/support/legal-central/website-terms-use>, and the Capstone Privacy Policies located at

<https://www.capstonepub.com/support/privacy-central>, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.

- c. No Waiver. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- d. Severability. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforceable to the maximum extent permissible, and the other provision of the Agreement will remain in force.
- e. Force Majeure. Neither party will be liable for or considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond the party's reasonable control and that either party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, Capstone will give prompt notice to you and will use commercially reasonable efforts to minimize the impact of the event. This clause in no way abrogates or limits the Disclaimer of Warranty, Limitation of Liability, and Indemnification provisions otherwise set forth in this Agreement and the representations and warranties made in this Agreement.
- f. Enforcement; Governing Law. If You are a publicly funded, non-profit educational institution, this Agreement will be governed by the internal laws of the State in which You are situated, without regard to its 'conflicts of laws' rule, as identified in the Order. In all other cases, this Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Capstone Digital Products shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in Mankato, Minnesota. You submit to and hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- g. Assignment. Your rights under this Agreement are not assignable or transferable (by operation of law or otherwise). This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No third-party beneficiaries are

intended or shall be construed as created by virtue of this Agreement, including without limitation, the parties agree that your students and faculty are not third-party beneficiaries to this Agreement.

h. Modifications to Agreement. Capstone reserves the right to make any necessary changes, modifications, or updates to this Agreement at any time.

i. Notices; General Contact Information. For purposes of messages and notices to you about the Capstone Digital Products, we may send you an email to the email address associated with your account, or any other contact information part of the Order, in our discretion. We have no liability associated with or arising from your failure to maintain accurate contact or other information with us. If you have any questions about this Agreement, you may contact Capstone as the following address:

Coughlan Companies LLC d/b/a Capstone, 1710 Roe Crest Drive North
Mankato, MN 56003

Email: support@capstonepub.com; legal@capstonepub.com Fax: 1- 888-262-
0705

If in the United Kingdom:

Raintree, 264 Banbury Road, Oxford, OX2 7DY, United Kingdom,

Email: feedback@raintree.co.uk

**EXTENSION TO 2017-2020 SPECIAL BUY AGREEMENT BETWEEN
ESUCC COOPERATIVE PURCHASING AND Staples Contract &
Commercial operating as Staples Business Advantage**

This Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Staples Business Advantage ("Contractor") to the 2017-2020 Special Buy Agreement ("Agreement") signed by the Cooperative on March 10, 2017, and by the Contractor on March 13, 2017 and Addendums.

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 extension. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until February 28, 2026. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE

CONTRACTOR

Kraig Lofquist
Executive Director

Name: _____
Title: _____

Date: _____

Date: _____



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Newsela ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2.**
- 1.3.** The Parties acknowledge that the Prior Agreement and any Addendums is hereby replaced in its entirety by this Agreement. Pursuant to the Termination paragraph of the Prior Agreement, this Agreement shall be effective, and the Prior Agreement shall be terminated, upon the execution of this Agreement by the Parties. Upon such execution, all provisions of the Prior Agreement are hereby superseded in their entirety and replaced herein and shall have no further force or effect.
- 2.4. 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.

3.5. 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, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

4.6. Term. This Agreement is effective on ~~_____~~, **November 16**, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on ~~_____~~, **November 15**, 2025, unless terminated earlier as provided by this Agreement or by law.

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

6.8. Student Privacy Protections.

- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
- B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members 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. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: 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 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
- D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
- E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

- F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified.”
- G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).
- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:

- (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
- (2) Consult with the Cooperative and Members regarding its response;
- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7.9. 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.

8.10. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the Cooperative, ESUCC, or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

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

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

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

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

10.12. Public Records. The Contractor acknowledges that the Cooperative, ESUCC, ESUs, and Members must comply with Neb. Rev. Stat. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

11.13. Publicity. The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.

12.14. 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, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

13.15. Nondiscrimination. The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

14.16. Independent Contractor. Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

15.17. Employment Eligibility Verification. The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor

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

16.18. Taxpayer Identification. Contractor's federal employer identification number is: 47-1882828

17.19. Sales Tax. The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

18.20. Notice. Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: Newsela Inc.
475 10th Ave
New York, NY 10019

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

19.21. 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, ESUCC, or the Cooperative upon request.

20.22. 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.

21.23. 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.

22.24. 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.

23.25. 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.

24.26. 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.

25.27. 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, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

26.28. Assignment. This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.

27.29. Subcontractors. The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.

28.30. 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.

29.31. Rights and Remedies Cumulative. Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

30.32. 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 may from time to time be provided by written instrument signed by both parties.

31.33. 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.

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

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

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

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

CONTRACTOR

COOPERATIVE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Kraig Lofquist
Title: Executive Director
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

<u>Newsela Software Product Skus</u>
<u>Newsela PRO</u>
<u>Newsela PowerWords</u>
<u>Newsela SEL</u>
<u>Newsela Custom Collections</u>
<u>Newsela Partner Collections</u>

<u>Newsela Service Product Skus</u>
<u>Virtual</u> (3 live webinar trainings)
<u>Newsela Blended</u> (1 in-person, 2 live webinar trainings)
<u>Blended Plus</u> (2 in-person, 1 live webinar training)
<u>In-Person</u> (3 in-person trainings)
<u>Add-On Virtual Workshop</u>
<u>Add-On Consecutive In-Person Training (full day)</u>
<u>X-Small School One Virtual Pro Learning Session (Only for buildings with less than 150 students)</u>
<u>Small School Two Virtual Pro Learning Package (Only for buildings with 300 or fewer students)</u>
<u>Newsela PD Pass Service</u>

<u>Newsela ELA</u>
<u>Newsela Social Studies</u>
<u>Newsela Science</u>
<u>Newsela SEL</u>

The majority of orders will be submitted through the ESUCC Marketplace between March 1 and May 15 of each year (Annual Renewal period), ESUCC can continue to collect additional orders through the ESUCC Marketplace after this period.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

Newsela PRO List Pricing

Building:

- Contractor agrees to apply the discounts set forth below on "Qualifying Member Purchases" which are defined as:

a Member's initial licensing of Products during the Term, to the extent that (a) such Member's license for the Products was executed after the Effective Date and (b) the licensing was generated by of the direct or indirect (marketing and promotion) contacts made by Consortium; and

a Member's renewal of a license of Products during the Term (including licenses that had been signed with Newsela prior to the execution of this Agreement), to the extent that such Member's renewal was generated by the direct or indirect (marketing and promotion) contacts made by Consortium.

Calculate District Participation. Participation will be calculated based upon the total number of participating Member schools, irrespective of whether the licenses with such Member schools are Qualifying Member Purchases. Determine District Participation Discount based upon the following:

<u>District Discounting</u>	
<u># Schools</u>	<u>Discount %</u>
<u><10</u>	<u>10%</u>

<u>10 to 29</u>	<u>15%</u>
<u>30+</u>	<u>20%</u>

- The district discount cap will be additive (Consortium Purchase Discount + District Participation Discount) up to 40%. This means that the maximum discount Newsela will provide for a district-wide deal.

- NOTE: For pre-existing Newsela customers whose renewal is a Qualifying Member Purchase, their discount upon renewal will be based off the then current pricing, discount and tier and not on the rate under their prior contract.

NOTE: Although increasing participation increases the discounted pricing as the year progresses, no retroactive discounting or credits can be applied or provided to earlier Qualifying Member Purchases.

2. Payment Terms/ Payment Schedule

- 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.
- The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

- The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, RFQ, the time specified in a purchase order issued by the Cooperative, ESUCC, ESU, or Member, or this Agreement (whichever is later).
- 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").
- 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.
- If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

- a. First, Last name: _____
- b. Title: _____
- c. Phone: _____
- d. Email: _____

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. Product Information URL: _____

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Global Grid For Learning (GG4L) ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC 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 _____, 11 November 1, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on _____, 11 November 1, 2025, unless terminated earlier as provided by this Agreement or by law.
5. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
6. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members 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. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: 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 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
 - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."
 - G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without

advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:
 - (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
 - (2) Consult with the Cooperative and Members regarding its response;

- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the 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.

8. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the Cooperative, ESUCC, or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

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

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of **\$1,0010,000 per person and \$52,000,000 per occurrence**; and

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

Commented [CP1]: Justin, should this read \$2,000,000 per occurrence instead of per person? Their certificate of Liability shows "MED EXP (Any one person) \$10,000 AND each occurrence is \$2,000,000 with the GENERAL AGGREGATE \$4,000,000.

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

10. Public Records. The Contractor acknowledges that the Cooperative, ESUCC, ESUs, and Members must comply with Neb. Rev. Stat. § 84-712 through § 84-713 and

release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

- 11. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 12. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 13. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 14. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 15. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 16. Taxpayer Identification.** Contractor's federal employer identification number is:
| 46-0815269

17. Sales Tax. The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

18. Notice. Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: Global Grid For Learning (GG4L)
-1101 Marina Village PKWY ST 201
Alameda, CA 94501

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

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

20. Entire Agreement. The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

21. Amendments and Modifications. The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

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

29. Rights and Remedies Cumulative. Any enumeration of the Cooperative’s rights and remedies set forth in this Agreement is not exhaustive. The Cooperative’s exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative’s rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

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

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

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

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

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

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

CONTRACTOR

COOPERATIVE

By: _____ Global Grid 4 Learning _____ By:

Name: Robert Iskander _____ Name: _____ Kraig Lofquist

Title: _____ CEO _____ Title:
Executive Director
Date: 11/8/22 _____ Date:

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

Nebraska ESUCC Coordinating Council


Cooperative Marketplace offering


Global Grid For Learning

<u>Bundle name</u>	<u>Description</u>	<u>Pricing</u>	<u>Logos and fliers</u>	<u>Website</u>
<u>School Passport</u> <u>Enterprise Edition</u>	<p><u>GG4Ls School Passport™ is an Integration Platform as a Service (iPaaS)</u></p> <p><u>We deliver a secure, cost effective and customized solution.</u></p> <ul style="list-style-type: none"> ● <u>Roster Data Integration and Single Sign On</u> <ul style="list-style-type: none"> -Any vendor via One Roster, API or custom CSV. -PII Shield - protects sensitive student data -LMS Integration * ● <u>Student Engagement Analytics</u> <ul style="list-style-type: none"> Capture All Learning. On all 	<p><u>Not to exceed \$2.55/Student</u></p> <p><u>(minimum order \$2500)</u></p> <p><u>One time setup fee: ranging from \$500 to \$5500/school</u></p>		<u>School Passport</u>

	<p><u>Programs, Apps, and Websites.</u></p> <p><u>* development with vendor required</u></p>			
<p><u>School Passport</u></p> <p><u>Engagement Analytics</u></p>	<p>Engagement's patented technology measures when students are actually reading and engaged with high accuracy, and calculates the reading level and subject area of every webpage.</p> <p>One click in the browser provides a fully customizable SSO launcher to all school provisioned applications.</p>	<p><u>\$1.20/student</u></p> <p><u>Minimum order: \$1200</u></p>		<p><u>Engagement</u></p>
<p><u>GG4L's Career Passport</u></p>	<p><u>Enable students to build job confidence while they earn valuable Professional Certificates through Coursera Career Academy.</u></p> <p><u>Connect students to role-specific training from industry leaders like Meta, IBM, and Google.</u></p>	<p><u>\$125/seat</u></p>		<p><u>Career Academy</u></p>

Lumen Touch

<u>Bundle name</u>	<u>Description</u>	<u>Pricing</u>	<u>Logos and fliers</u>	<u>Website</u>
<p><u>Lumen Touch</u></p> <p><u>Bright SUITE</u></p>	<p><u>With Lumen Touch you now have the opportunity of tracking your students from Early Childhood through High School and beyond in one system. This total offering brings many advantages including tremendous cost and time saving efficiencies while allowing students and teachers to embrace technology to accelerate the trajectory of learning and wellbeing of each student in a just-in-time manner. Schools and districts can deploy the total package or the individual modules allowing for a truly personalized and flexible management system that meet your individual district and school needs from Special Education to Student Information, Library and Resources Management to Student Individual Plans of Study and complete Health and Wellness Management. With Bright SUITE your district will be connecting all students to opportunities!</u></p>	<p><u>License Fee:</u></p> <p><u>\$15/student</u></p> <p><u>Hosting with Backup & Recovery:</u></p> <p><u>\$650-\$2000 depending on size of school district</u></p> <p><u>Implementation Fee:</u></p> <p><u>\$750 minimum depending on size of school district.</u></p> <p><u>Training:</u></p> <p><u>\$1400 first year minimum</u></p>		<p><u>lumentouch.com</u></p>

		\$525 following years		
<u>Lumen Touch Bright SPED</u>	Bright SPED is a comprehensive, federal and state compliant, special education system that manages the complexities and changing dynamics of special education reporting. It is Web based allowing connection anytime, anywhere on any device. Our interactive dashboards drive the experience for each user and avoid complex navigation while providing real time data the minute the user logs into their individualized portal.	License Fee: \$2.50/student Hosting with Backup & Recovery: \$650-\$2000 depending on size of school district Implementation Fee: \$750 minimum depending on size of school district. Training:		<u>lumentouch.com</u> Commented [CP2]: This may be in direct competition with our SRS program and we wouldn't want to promote it. Remove from the contract.

		<p><u>\$1400 first year minimum</u></p> <p><u>\$525 following years</u></p>		

School Day


<u>Bundle name</u>	<u>Description</u>	<u>Pricing</u>	<u>Logos and fliers</u>	<u>Website</u>
<p><u>School Day</u></p>	<p><u>Improve the well-being of your students</u></p> <p><u>When students feel good, they learn best. School Day asks students questions about their well-being, analyzes the answers and provides real-time information. Our service makes the well-being of classes and groups visible and offers pedagogical solutions and content for the development of well-being. We help students, teachers and school communities to create a healthy environment for learning.</u></p>	<p><u>License Fee:</u></p> <p><u>\$1.00 per student</u></p> <p><u>minimum order</u></p> <p><u>\$1,000</u></p>		<p><u>www.school day.com</u></p>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

[See Above](#)

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within 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.

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: No:
- b. If "Yes", Order receipt method: Email: _____ cXML: _____
 - i. If "Email" address to deliver orders to: Jennifer@gg4L.com _____
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Haley Medina _____
- b. Title: District Engagement Executive _____
- c. Phone: (832) 408-1090 _____
- d. Email: Haley@gg4L.com _____

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Steve Kindel _____
Contact email address: steve@gg4L.com _____
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

Questions Contact:
Craig Peterson

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

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

GG4L Terms of Service for Schools

We are pleased to welcome you as a member of the Global Grid for Learning and to our network of cooperating educational organizations, edtech vendors and financial sponsors who are working together to make education technology safer, more effective and more cost efficient.

Global Grid for Learning ("GG4L", "we", "us", "our") provides access to the School Passport platform to a School (school, school district, community college, university, or other educational organization) for the purposes of sharing data between the School and data consumers. Data consumers are typically cloud-based applications.

Our product, School Passport, is an iPaaS data integration hub that transmits roster and other operational data between Schools and consumers of that data on behalf of the School. Only data that is explicitly authorized by the School is made available to data consumers.

Data privacy is important to us. GG4L protects the privacy of any information we may collect through School Passport and other services and websites we own and operate. Details can be found in our Privacy Policy. It is important to note that data ownership of School data at all times and in all circumstances remains exclusively with the School. Schools have complete control of and responsibility for their data. If you have questions about or need help with your data, just ask us.

Thank you for choosing Global Grid for Learning and for joining our network of educators, technologists and sponsors who protect data privacy and serve K-12 education through better education technology.

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1. Terms

GG4L grants your School a limited, non-assignable, non-sublicensable and non-exclusive license to access and use School Passport to share School data with one or more data consumers as long as the terms of the Terms of Service, the terms of our Privacy Policy and all applicable commercial and legal obligations and terms are met.

By accessing our service you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or

accessing the service. The content and features contained in the service are protected by applicable copyright and trademark law.

-

2. Use

Who can sign up for and use an administrative user account?

A School Passport administrative account gives you access to our service. In order to sign up and continue accessing the service you must be authorized by the School to access this service on behalf of the School and you must be legally representing the School with regards to the use of the features, functions and content of this service.

-

FERPA and COPPA Compliance

We treat your data as confidential and do not unnecessarily access it or knowingly share it in an unauthorized manner with third parties. Details can be found in our Privacy Policy.

The School is responsible for appropriate use of GG4L services and must establish internal policies to ensure FERPA and COPPA compliance. You agree to uphold your responsibilities under the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act.

GG4L acts as an authorized agent of the School. In this capacity our service transfers data from your School to a data consumer authorized by the School. Data transfers may contain data about children under age 13. Before authorizing use of the service or sharing data with a data consumer, it is the responsibility of the School to issue any required notifications and gain any required consent from parents or guardians of protected children.

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GG4L Access to School Owned Data

You authorize us to access your data and will provide a way for us to access the information stored in your SIS, LMS, LDAP or other applicable systems. We will access and process data only as necessary to provide our service. The School at all times owns all rights, title and interest to all of its data. As such, the School is solely responsible for all of its data. We do not own, control, or license your data except to provide the School Passport service.

We provide access to your data only to our employees and certain trusted contractors or service providers who have a legitimate need to access it in connection with providing the School Passport service. Anyone involved in the handling of your data will treat it as

confidential, will not disclose such data and will comply with these Terms of Service and our Privacy Policy.

We maintain access log(s) that record all disclosures of, or access to, your data within our possession and we will provide copies of those access log(s) to you upon your request.

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Data Consumer Access to School Owned Data

You may authorize one or more data consumers to securely access your School's data through our School Passport platform. We will not transfer data to a data consumer unless transfer is explicitly authorized by your School.

At any time, you can revoke any data consumer's access through our platform.

You acknowledge that we are not responsible for the data practices of data consumers. You are solely responsible for the consequences of providing access to and transmitting data to data consumers.

-

Removing Your Data from Our Service

You may request in writing that we delete any or all of your School's data that is in our possession at any time. We will comply with your request in a commercially reasonable time not to exceed sixty (60) business days.

If you grant access to your data to a data consumer and subsequently need that data deleted, you need to request such deletion directly from that data consumer.

-

Cancellation/Termination of School Passport's Service

Schools may at any time, and for any or no reason, terminate these Terms of Service and cancel access to our service by providing written notice.

Within seventy-two (72) hours of our receipt of such notice of termination, or earlier if commercially reasonable to do so, we will cease accessing your SIS. We will automatically delete all of your data that is currently operational within seventy-two (72) hours of our receipt of the termination notice. Data residing on backups or internal logs will be removed within sixty (60) days. We will provide notice to the School when your data has been deleted.

GG4L can cancel your access to the service any time with 30 days' notice. In addition, we can terminate your access to the service with no notice if

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- we believe you are in violation of the Terms of Service or our Privacy Policy,
- we believe that harm to a person or property is likely to occur, or
- we have reasonable evidence that representatives of your organization have violated the law.

However the service is terminated, once data has been transmitted to a data consumer, it is the School's responsibility to negotiate subsequent data processing or removal at the consumer's service directly with the data consumer.

-

3. Disclaimer

The service is provided on an 'as is' basis. GG4L makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, GG4L does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of content and features of the service or of any website or service linked or referenced by the service.

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4. Limitations

In no event shall GG4L or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the content and features of the service, even if GG4L or a GG4L authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

-

5. Accuracy of materials

The materials appearing on the service could include technical, typographical, or photographic errors. GG4L does not warrant that any of the materials on its website are accurate, complete or current. GG4L may make changes to the content and features contained on the services at

any time without notice. However, GG4L does not make any commitment to update the materials.

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6. Links and References to other Websites and Services

GG4L has not reviewed all of the websites and services linked to or referenced by the service and is not responsible for the contents, features or reliability of any such website or service. The inclusion of any link or reference does not imply endorsement by GG4L. Use of any such linked or referenced website or service is at the user's own risk.

-

7. Modifications

GG4L may revise these terms of service for School Passport at any time without notice. We will take reasonable steps to let users know about changes via our service. By using this service you are agreeing to be bound by the then current version of these terms of service.

If we make a significant change to this document we will ask you to re-consent to the amended terms.

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8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of California and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

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To contact the Global Grid for Learning Data Controller or Data Protection Officer:

Email: dataprivacy@gg4l.com

Mail: Global Grid for Learning, A Public Benefit Corporation Attn: Data Privacy

1101 Marina Village Parkway, Suite 201, Alameda, CA 94501 USA



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **WeVideo, Inc** ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC 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 **November 16**, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on **December 31**, 2025, unless terminated earlier as provided by this Agreement or by law.
5. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
6. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members 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. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: 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 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
 - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

- G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).
- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:

- (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
- (2) Consult with the Cooperative and Members regarding its response;
- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the 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.

8. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the Cooperative, ESUCC, or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

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

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

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

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

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

16. Taxpayer Identification. Contractor's federal employer identification number is: 99-0365274

17. Sales Tax. The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

18. Notice. Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: WeVideo, Inc
1975 W El Camino Real, Ste 202
Mountain View, CA 94040

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

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

20. Entire Agreement. The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

21. Amendments and Modifications. The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself

as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

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

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

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

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

CONTRACTOR

COOPERATIVE

By: _____
Name: J. David Lahey _____
Title: Chief Customer Officer _____
Date: _____

By: _____
Name: Kraig Lofquist _____
Title: Executive Director _____
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

WeVideo Services overview -

- **WeVideo is the essential app for districts to develop the 4 Cs: critical thinking, communication, collaboration and creativity.**
 - **Multimedia ignites engagement, unlocks creativity, and fosters collaboration.**
- **WeVideo is proven to impact student outcomes with deeper learning, engagement, and Social-emotional learning**
- **WeVideo empowers teachers to:**
 - **Create assignments in seconds**
 - **Make your own instructional videos**
 - **Empower student voice**
 - **Give in the moment feedback**
 - **Support real-time collaboration.**
- **WeVideo is collaborative, simple and versatile**
 - **End to End Teacher work flow in 4 easy steps**
 - **Create animated GIFs**
 - **Amplify learning with Digital Storytelling**
 - **1.5+ Million royalty-free media to use (audio, video, & images)**
 - **Green Screen, Podcasting, Screen Recorder**
 - **Integrations, Admin panel, cloud-based device freedom, COPPA/FERPA compliant**

PlayPosit Service Overview -

- **PlayPosit provides learning for every learner, anywhere, and transform passive into active learning including:**
 - **Classroom Use**
 - **Professional Learning Use**
 - **Curriculum & Instruction**
 - **Community Engagement**
- **LMS Integrations, Google Classroom API integration, real-time data analytics, security compliant**

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

Working with Craig to get the pricing included after Board Approval.

*****Pricing is reviewed annually and can change. 2023 pricing will increase for WeVideo at 5%.**

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within 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.

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

- a. First, Last name: Dena Dellere
- b. Title: Mountain Plains Account Executive
- c. Phone: 913-485-2121
- d. Email: dena@wevideo.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. **Product Information URL:** wevideo.com/education & https://go.playposit.com/k12

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

Working with Craig to get the agreement attached after Board Approval.

BOLD STEPS Nebraska ESU Coordinating Council 2022 - 2025

The ESUCC provides advocacy, leadership, structure, support, and guidance for Nebraska's seventeen ESUs and their respective schools.

Lead

Advocate

Influence

Invest

Lead public education, regional efforts, and statewide efforts by leveraging partnerships and the collective expertise of the ESU CC

Advocate for, develop, and support implementation of innovative services and resources

Influence statewide decisions and actions with reliable data processes and information

Invest time and attention to communicating the value of ESUs, Public Education, and the ESU CC

4 BOLD STEPS

ESUCC 4 Bold Steps

The ESUCC provides advocacy, leadership, structure, support, and guidance for Nebraska's seventeen ESUs and their respective schools.

Lead

Lead public education, regional efforts, and statewide efforts by leveraging partnerships and the collective expertise of the ESU CC

Increase the capacity of individual ESUs and the ESUCC to enhance provided services and expand available services as needed

Influence decision-making and implementation of statewide efforts through collaboration and joint planning

Reconsider, redefine, redesign on the current work of the Affiliates and PDO

Support additional collaboration among the ESUs

Influence the ESU CC impact with information for and from the local, state, and national levels

Advocate

Advocate for, develop, and support implementation of innovative services and resources

Champion professional learning for members of the NE education community

Support Recruitment, Retention, Employee engagement, Human Capital

Promote equitable resources and programs ALL statewide

Advocate for fiscal resources

Identify needs and gaps in programs within school districts

- For example: mental health, early childhood, teacher shortage and cybersecurity - Conduct needs analysis

Influence

Influence statewide decisions and actions with reliable data processes and information

Continue to refine SIMPL

- Think about how data can be strategic and tell the story of most, if not all ESUs

Research and consider how to share a narrative impact picture of the ESUs statewide

- Shared outcomes and results from the Standards' Reviews

Influence and implementation of statewide efforts through collaboration and planning with statewide agencies

Invest

Invest time and attention to communicating the value of ESUs, Public Education, and the ESU CC

Create and communicate representative and intentional stories of impact, outcomes, and measures - social media, legislation, marketing

Continue to refine the use of SIMPL

Use the Value Proposition statement to communicate clarity of role and goals of ESUs and the ESU CC

- Think about how data can be strategic and tell the story of most, if not all ESUs

Grow and refine the use of the ESU Standards and Review process; use common information as a data story

September 30, 2022

Checkbook Balances:				
As of Sept. 1, 2021		\$3,083,010.54		
As of September 1, 2022=		\$3,083,010.54		
	<u>Sept 2022 Receipts</u>	<u>Sept 2022 Disbursements</u>	<u>Sept 2021 Receipts</u>	<u>Sept 2021 Disbursements</u>
ESUCC Admin	\$273,622.18	\$0.00	\$273,799.96	\$0.00
COOP	\$170,539.58	\$0.00	\$235,581.58	\$0.00
DEC	\$281,654.00	\$0.00	\$281,654.00	\$0.00
IMAT	\$24,111.20	\$0.00	\$0.00	\$0.00
SRS	\$0.00	(\$33,487.19)	\$0.00	\$0.00
PDO	\$340.00	\$0.00	\$20,185.17	\$0.00
PS	\$0.00	\$0.00	\$0.00	\$0.00
AAP	\$33,487.19	\$0.00	\$0.00	\$0.00
PROJ PARA	\$0.00	\$0.00	0	\$0.00
	\$783,754.15	-\$33,487.19	\$811,220.71	\$0.00
ESUCC Reserve	\$250,000.00			
As of September 30, 2022 =	\$3,833,277.50		Sept 30, 2021 =	\$5,308,074.85

Outstanding Receipts As Of 09/30/22

ESUCC Admin.	\$21,167.04
MSA, Simpl Fees	\$21,167.04
COOP	\$237,047.06
Annual Buy Vendor Admin Fees	\$54,523.85
School Orders Worldbook/Movie Lic./Securly	\$129,659.05
AEPA/Special Buys/Food/Custodial Admin Fees	\$52,864.16
DEC	\$0.00
	\$0.00
IMAT	\$1,506.95
TLT Special Project (Social Studies)	\$1,506.95
MSA, Digital Learning Fee	\$0.00
PD Library (Sora)	\$0.00
SRS	\$0.00
MSA, SRS Admin Fee (ESU 19)	\$0.00
Annual Member Fee (Tier Billing)	\$0.00
PDO	\$200.00
MSA, PDO Program Fees	
PD Trainings/Reg. Fees	\$200.00
NDE, AAP	\$0.00
Grants (GEERS)	\$0.00
GEERS Devices	\$0.00
Crisis	\$0.00
MSA TLT Special Project, IDM Summer Institute	\$0.00
PS	\$0.00
PowerSchool Membership Fees	\$0.00
Total:	\$259,921.05

FY Net Activity 09/30/22

ESUCC Admin	\$273,622.18
COOP	\$170,539.58
DEC	\$281,654.00
IMAT	\$24,111.20
SRS	-\$33,487.19
PDO	\$340.00
PS	\$0.00
AAP	\$33,487.19
PROJ PARA	\$0.00
	\$750,266.96

Budget Notes/Comments, September 2022:

14.26%	Total Budget Usage
33.02%	Adjusted Budget Usage
8.33%	1-month Budget Project

Notes/Special Receipts, September 2022:

\$266,646.00	Admin State Appropriations
\$281,654.00	Dec State Appropriations

Notes/Special Disbursements, September 2022:

(No payments made this month)

Oct. Expenses Payable November 2022 Total \$278,460.45

\$12,830.00	Bishop Business, LaserFiche
\$8,000.00	Eide Bailly, FY2021-2022 Audit
\$11,069.28	Journey Ed, GEERS Server Software
\$18,236.46	PowerSchool, SIS Support/Maintenance
\$24,150.00	Safety Summit Reimbursements
\$6,675.00	X-eqt, Innov Software Network Project/App

Special Projects/Grants Status as of September 30, 2022:

	<u>Receipts</u>	<u>Expenditures</u>
SIMPL Expenditures	\$0.00	\$0.00
Adviser Contract with NDE	\$0.00	\$0.00
Software Innovation Network	\$960,000.00	\$159,335.64
GEERS	\$11,997,884.77	\$11,881,842.26

ESUCC
Executive Committee Meeting
Tuesday, November 15, 2022, 3:30 PM
ESU No. 3, 6949 South 110th Street, Omaha, NE 68128

Posted Locations:

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

Posted Date: 11/9/22

Attendance Taken at 3:30 PM.

Bill Heimann (ESU 01):	Present
Dan Schnoes (NE) (ESU 03):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr. Larianne Polk (ESU 07):	Present
Geraldine Erickson (ESU 17):	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.

Closed Session:

The council may enter closed session during the meeting when it determines that doing so is appropriate and is authorized by the provisions of the Open Meetings Act.

Call to order at 3:30 PM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana

2. Roll Call

3. Agenda Item

3.1. Financials

3.1.1. Approve Claims, Financials Statements, and Assets for Month of September

The Treasurer reviewed the claims, financials statements, and assets for the month of September.

Approve Claims, Financials Statements, and Assets for Month of September Passed with a motion by Erickson, Geraldine (ESU 17) and a second by McNiff, Dr. Brenda (ESU 05).

Bill Heimann (ESU 01): Yea

Dan Schnoes (NE) (ESU 03): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr. Larianne Polk (ESU 07): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

3.1.2. Approval of October Expenses to be paid in November.

\$278,460.45

The Treasurer reviewed the October expenses to be paid in November.

Recommend motion to approve October expenses to be paid in November Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Heimann, Bill (ESU 01).

Bill Heimann (ESU 01): Yea

Dan Schnoes (NE) (ESU 03): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr. Larianne Polk (ESU 07): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

3.1.3. Monthly Staff Budget Meeting

Met to review and discuss budget reports.

3.1.4. Recommend approval of December Claims as approved by Executive Director

Recommend approval of December Claims as approved by Executive Director to be approved by Board in January.

Recommend the approval of December Claims as approved by Executive Director to be approved by Board in January.

Recommend approval of December Claims as approved by Executive Director Passed with a motion by Heimann, Bill (ESU 01) and a second by Erickson, Geraldine (ESU 17).

Bill Heimann (ESU 01): Yea

Dan Schnoes (NE) (ESU 03): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr. Larianne Polk (ESU 07): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

3.2. Executive Committee

3.2.1. AESA National Conference Presentation on Nebraska Standards and Accreditation.

The Board President shared that ESU 3 and ESU 16 will be presenting at the AESA conference on ESU Standards.

3.2.2. Executive Director Evaluation 2022-2023

The Board President shared the Executive Evaluation has been completed.

3.2.3. October Board Meetings - AESA Call to Action Meeting

Possible move meeting to October 2-3, in order for those going to Call to Action Meetings in Washington DC to fly out Tuesday afternoon.

The Board President shared that the AESA Call to Action currently falls on the ESUCC Committee/Board meetings. Suggest moving meetings to October 2-3, 2023.

3.2.4. Draft January Rule 84 Meeting Agenda

The Executive Director shared the draft agenda for the January Rule 84 meeting.

3.2.5. Draft MSA 2023-2024

The Executive Director shared the draft MSA for 2023-2024. Discussion regarding adding 504 to the MSA.

4. Next Meeting Agenda Items

5. Adjournment

The meeting was adjourned at 4:23 PM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

EMPLOYMENT AGREEMENT EXECUTIVE DIRECTOR ASSIGNED TO ESUCC PROJECTS

THIS EMPLOYMENT AGREEMENT is made by and between the **Educational Service Unit No. 17 of the State of Nebraska**, and referred to as "ESU 17", and Dr. Kraig J. Lofquist, referred to herein as "the Executive Director". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the ESU 17 Board agrees to employ the Executive Director, and the Executive Director agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Employment. The Executive Director shall be employed indefinitely commencing on July 1, 2022. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 8.

Section 2. Salary. The Executive Director's salary for the 2022-2023 contract year shall be \$191,850.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2022. The Executive Director shall also receive "additional compensation" as provided in Exhibit B to the Negotiated Agreement between the certificated personnel of ESU 17 and ESU 17. ESU 17 shall not reduce the Executive Director's salary during the term of this Agreement, but may increase it and/or the benefits during the term of this Agreement, as an amendment to the Agreement, without the amendment constituting a new contract, requiring a hearing, or extending the term of this Agreement.

Section 3. Deductions. This Agreement shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Executive Director authorizes ESU 17 to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Executive Director or the value of property or money entrusted to the Executive Director or owed by the Executive Director to ESU 17 or to the Educational Service Unit Coordinating Council (ESUCC) during the course of or as a result of the Executive Director's employment, if such property or money have not properly been returned to ESU 17 or ESUCC. ESU 17 shall withhold other deductions as the Executive Director and Board may agree.

Section 4. Professional Status. The Executive Director affirms that he or she is not under contract with any other school district, educational

service unit, or other entity covering any part or all of the term provided in this Agreement. Throughout the Agreement term, he or she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in ESU 17's central administrative office. This Agreement shall not be valid and ESU 17 will not compensate the Executive Director for any service performed prior to the date that he or she registers his certificate. The Executive Director represents that: (1) all information he or she provided in connection with his or her application for employment with ESU 17 or the ESUCC was true and accurate at the time of application, and if there is or has been a material change in such information, he or she will advise ESU 17 and the ESUCC immediately; (2) he or she has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he or she has not had any professional licenses or certificates suspended or revoked.

Section 5. Executive Director's Duties. The parties agree that the Executive Director will be assigned to the ESUCC to perform his or her duties. The Executive Director's duties shall be as prescribed by statute and by ESUCC policies, rules, regulations, job description, and directives, which may be changed at any time with or without notice to the Executive Director. The Executive Director agrees to devote his or her time, skill, labor, and attention to his or her duties throughout the term of the Agreement. He shall or she be subject to the direction and control of the ESUCC at all times and shall perform such administrative duties as the ESUCC assigns to him or her. By agreement with the ESUCC, he or she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his or her duties and obligations to ESU 17 and the ESUCC.

Section 6. Right to Reassign. ESU 17 and its Administrator retain the right to assign and reassign the Executive Director pursuant to its statutory authority to assign employees. The Executive Director understands and agrees that ESU 17, in consultation with the ESUCC, has the right to assign Executive Director to a position different from that originally assigned.

Section 7. Termination of Agreement. In exchange for \$1 and other valuable consideration which the Executive Director acknowledges receiving, the parties agree that this Agreement is not subject to the requirements of NEB. REV. STAT. § 79-824 through § 79-858 or NEB. REV. STAT. § 79-1201 through § 79-1249. By accepting this additional consideration,

the Executive Director understands that he or she is waiving statutory rights such as to notice and a hearing and other rights regarding nonrenewal of employment, to the extent that he or she possesses any such right. He or she does so voluntarily and with full knowledge of the rights he or she is waiving.

Section 8. Fringe Benefits. ESU 17 shall provide the Executive Director with the following fringe benefits:

- a. AFLAC 125 Plan.** The Executive Director will be allowed to participate in ESU 17's AFLAC 125 plan, and will be allowed to use funds placed into the 125 fund to purchase health insurance, dental insurance, or child care.
- b. Disability Insurance.** The Executive Director shall purchase long-term disability insurance from ESU 17's carrier at his or her own expense. The Board will increase his or her salary by the amount of the premium cost.
- c. Sick Leave.** The Executive Director shall be entitled to 9 days of sick leave per year, which may accumulate to a total of 60 days. Sick leave may only be used for personal illness or family members as designated in policy by ESU #17. If the Executive Director qualifies for disability pay under the long-term disability policy, he or she shall be required to take the disability pay instead of sick leave pay. The Executive Director shall keep complete and accurate records of his or her sick days and shall provide the Board and the ESUCC with a report of his or her accumulated sick days at least quarterly. The Executive Director shall not be compensated for unused days of sick leave upon the ending of his or her employment with the ESU 17.
- d. Vacation.** The Executive Director shall have 22 vacation days for the 2022-2023 contract year which he or she may use at times he or she chooses so long as his or her absence does not interfere with the proper performance of his or her duties. Any extended vacation period (more than 10 days) will require advance approval by the Board and the ESUCC, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of ESU 17 and the ESUCC. After the 2021-2022 contract year, the Board shall give the Executive

Director the number of days necessary to restore his or her total to 22 days. For example, if he or she uses 12 days of vacation one year, the board will provide him or her with 12 days the following year to bring his or her total to 22 days. The Executive Director shall develop a system for recording his or her use of vacation days and shall keep such records current and on file in the ESU 17 and ESUCC central offices. The Executive Director shall keep complete and accurate records of his or her vacation days and shall provide the Board and the ESUCC with a report of his or her accumulated vacation days at least quarterly. The Board or ESUCC may require him or her to use his or her vacation days and shall compensate him or her for unused vacation days upon the conclusion of his or her employment at the rate of \$2 per day.

e. Holidays. The Executive Director shall receive the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. The Executive Director shall receive annually 3 additional "floating" paid holidays to be used at the Executive Director's discretion.

Section 9. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Agreement.

Section 10. Amendments to be in Writing. This Agreement may be modified or amended only by a writing duly authorized and executed by the Executive Director and ESU 17.

Section 11. Severability. If any portion of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this Agreement.

Section 12. Legal Actions. ESU 17 will support the Executive Director if there is a legal dispute caused by him or her carrying out his or her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Executive Director as a result of his or her performance of his or her duties or his or her position as Executive, ESU 17 will provide him or her with a legal defense to the maximum extent permitted by law so long as he or she acted in good faith and in a manner which he or she reasonably believes to be in or not opposed

to the best interests of ESU 17 and/or ESUCC and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 10th day of May, 2022.



President, ESU 17 Board



Secretary, ESU 17 Board

Executed by the Executive Director this 9th day of May, 2022.



Executive Director



**ESUCC Staff
Annual Appraisal
2021-22**

ESUCC Personnel: **Kraig Lofquist**

Department: **Executive Director**

List and describe three priority initiatives for your position/assignment. For each priority initiative list one or more measurable goals or tasks to be accomplished during the year. Develop the measures to be observed or documented for each goal.

- *Additional documentation can be attached as a component of the appraisal document.*

Priority Initiative I

Priority Initiative I: Required Paperwork/Work Flows

Goals /Task: By May 1, 2022, ESUCC will have an automated workflow that "redefines" the current process (which is antiquated and cumbersome). Improvements will be made to required forms such as "mileage," "time cards," "expenses," etc.

Observations/Measures/Documents: The actual software and forms will be the measure.

Priority Initiative II

Priority Initiative II: Redesign SRS

Goals /Task: By June 30th, we will have plans in place, including a timeline to update SRS. A timeline will be created for the work including: Cleaning/Updating the database, "designing" the pages the end user will see, and hiring required staff.

Note: This entire process will take more than this school year, and the goal will run into next year (but we need to start).

Observations/Measures/Documents: Timelines with dates of completion.


Priority Initiative III

Priority Initiative III: Project Leadership

Goals /Task: The ESUCC will help develop and lead identified plans to assist Nebraska schools using ESSER and GEER funds, etc.

Observations/Measures/Documents: Meeting agendas, notes, reports etc. Project Implementation (examples-PK-2 coaches, Internet Access).

Priorities Approved For Annual Appraisal:



ESUCC Executive Director

Date 10/5/2021



ESUCC President

Date Oct 5, 2021

September 30, 2022

Checkbook Balances:				
As of Sept. 1, 2021		\$3,083,010.54		
As of September 1, 2022=		\$3,083,010.54		
	<u>Sept 2022 Receipts</u>	<u>Sept 2022 Disbursements</u>	<u>Sept 2021 Receipts</u>	<u>Sept 2021 Disbursements</u>
ESUCC Admin	\$273,622.18	\$0.00	\$273,799.96	\$0.00
COOP	\$170,539.58	\$0.00	\$235,581.58	\$0.00
DEC	\$281,654.00	\$0.00	\$281,654.00	\$0.00
IMAT	\$24,111.20	\$0.00	\$0.00	\$0.00
SRS	\$0.00	(\$33,487.19)	\$0.00	\$0.00
PDO	\$340.00	\$0.00	\$20,185.17	\$0.00
PS	\$0.00	\$0.00	\$0.00	\$0.00
AAP	\$33,487.19	\$0.00	\$0.00	\$0.00
PROJ PARA	\$0.00	\$0.00	0	\$0.00
	\$783,754.15	-\$33,487.19	\$811,220.71	\$0.00
ESUCC Reserve	\$250,000.00			
As of September 30, 2022 =	\$3,833,277.50		Sept 30, 2021 =	\$5,308,074.85

Outstanding Receipts As Of 09/30/22

ESUCC Admin.	\$21,167.04
MSA, Simpl Fees	\$21,167.04
COOP	\$237,047.06
Annual Buy Vendor Admin Fees	\$54,523.85
School Orders Worldbook/Movie Lic./Securly	\$129,659.05
AEPA/Special Buys/Food/Custodial Admin Fees	\$52,864.16
DEC	\$0.00
	\$0.00
IMAT	\$1,506.95
TLT Special Project (Social Studies)	\$1,506.95
MSA, Digital Learning Fee	\$0.00
PD Library (Sora)	\$0.00
SRS	\$0.00
MSA, SRS Admin Fee (ESU 19)	\$0.00
Annual Member Fee (Tier Billing)	\$0.00
PDO	\$200.00
MSA, PDO Program Fees	
PD Trainings/Reg. Fees	\$200.00
NDE, AAP	\$0.00
Grants (GEERS)	\$0.00
GEERS Devices	\$0.00
Crisis	\$0.00
MSA TLT Special Project, IDM Summer Institute	\$0.00
PS	\$0.00
PowerSchool Membership Fees	\$0.00
Total:	\$259,921.05

FY Net Activity 09/30/22

ESUCC Admin	\$273,622.18
COOP	\$170,539.58
DEC	\$281,654.00
IMAT	\$24,111.20
SRS	-\$33,487.19
PDO	\$340.00
PS	\$0.00
AAP	\$33,487.19
PROJ PARA	\$0.00
	\$750,266.96

Budget Notes/Comments, September 2022:

14.26%	Total Budget Usage
33.02%	Adjusted Budget Usage
8.33%	1-month Budget Project

Notes/Special Receipts, September 2022:

\$266,646.00	Admin State Appropriations
\$281,654.00	Dec State Appropriations

Notes/Special Disbursements, September 2022:

(No payments made this month)

Oct. Expenses Payable November 2022 Total \$278,460.45

\$12,830.00	Bishop Business, LaserFiche
\$8,000.00	Eide Bailly, FY2021-2022 Audit
\$11,069.28	Journey Ed, GEERS Server Software
\$18,236.46	PowerSchool, SIS Support/Maintenance
\$24,150.00	Safety Summit Reimbursements
\$6,675.00	X-eqt, Innov Software Network Project/App

Special Projects/Grants Status as of September 30, 2022:

	<u>Receipts</u>	<u>Expenditures</u>
SIMPL Expenditures	\$0.00	\$0.00
Adviser Contract with NDE	\$0.00	\$0.00
Software Innovation Network	\$960,000.00	\$159,335.64
GEERS	\$11,997,884.77	\$11,881,842.26

Adjusted Budget, September 2022

ORG UNIT	ACCOUNT TITLE	BUDGET	PERIOD EXP	ENCUMBRANCES	YEAR TO DATE ENC + EXP	AVAILABLE	YTD/ BUD
1202310100 20540	ADMIN BOARD EXP/DUES	ADVERTISING	\$2,300.00	\$0.00	\$0.00	\$0.00	\$2,300.00 0
1202310100 20810	ADMIN BOARD EXP/DUES	DUES/FEES	\$16,355.00	\$0.00	\$0.00	\$0.00	\$16,355.00 0
1202510100 20315	ADMIN FISCAL SERVICES	ACCT/AUDIT	\$5,616.00	\$0.00	\$0.00	\$0.00	\$5,616.00 0
1202330100 20314	ADMIN LEGAL/GOVT RELATION	GOVT RELATIONS	\$57,200.00	\$0.00	\$0.00	\$0.00	\$57,200.00 0
1202330100 20317	ADMIN LEGAL/GOVT RELATION	LEGAL	\$7,200.00	\$0.00	\$0.00	\$0.00	\$7,200.00 0
1202560100 20531	ADMIN POSTAGE	POSTAGE/POSTAGE METER	\$350.00	\$11.40	\$0.00	\$11.40	\$338.60 3.26
1202530100 20550	ADMIN PRINT/PUB/DUP	PRINTING/BINDING	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00 0
1202610100 20520	ADMIN RENT/LEASE	INSURANCE	\$11,917.00	\$0.00	\$0.00	\$0.00	\$11,917.00 0
1202610100 20440	ADMIN RENT/LEASE	RENT	\$3,191.00	\$0.00	\$0.00	\$0.00	\$3,191.00 0
1202320100 20333	ADMIN SALARY EXEC DIRECTO	MILEAGE	\$4,699.00	\$0.00	\$0.00	\$0.00	\$4,699.00 0
1202320100 20290	ADMIN SALARY EXEC DIRECTO	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0
1202320100 20330	ADMIN SALARY EXEC DIRECTO	PROF DEV	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00 0
1202320100 20230	ADMIN SALARY EXEC DIRECTO	RETIREMENT	\$10,395.00	\$0.00	\$0.00	\$0.00	\$10,395.00 0
1202320100 20110	ADMIN SALARY EXEC DIRECTO	SALARIES	\$105,239.00	\$0.00	\$0.00	\$0.00	\$105,239.00 0
1202320100 20220	ADMIN SALARY EXEC DIRECTO	SOCIAL SECURITY	\$8,051.00	\$0.00	\$0.00	\$0.00	\$8,051.00 0
1202320100 20610	ADMIN SALARY EXEC DIRECTO	SUPPLIES	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00 0
1202320100 20580	ADMIN SALARY EXEC DIRECTO	TRAVEL (EXCEPT MILEAGE)	\$15,350.00	\$0.00	\$0.00	\$0.00	\$15,350.00 0
1202320100 20270	ADMIN SALARY EXEC DIRECTO	WORK COMP	\$421.00	\$0.00	\$0.00	\$0.00	\$421.00 0
1202800100 20333	ADMIN STAFF SALARY	MILEAGE	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00 0
1202800100 20290	ADMIN STAFF SALARY	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0
1202800100 20230	ADMIN STAFF SALARY	RETIREMENT	\$5,968.00	\$0.00	\$0.00	\$0.00	\$5,968.00 0
1202800100 20110	ADMIN STAFF SALARY	SALARIES	\$60,424.00	\$0.00	\$0.00	\$0.00	\$60,424.00 0
1202800100 20220	ADMIN STAFF SALARY	SOCIAL SECURITY	\$3,880.00	\$0.00	\$0.00	\$0.00	\$3,880.00 0
1202800100 20580	ADMIN STAFF SALARY	TRAVEL (EXCEPT MILEAGE)	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00 0
1202800100 20270	ADMIN STAFF SALARY	WORK COMP	\$242.00	\$0.00	\$0.00	\$0.00	\$242.00 0
1202580100 20530	ADMIN TECH SERVICES	COMPUTER/INTERNET/PHONE	\$582.00	\$0.00	\$0.00	\$0.00	\$582.00 0
1202580100 20320	ADMIN TECH SERVICES	CONTRACTED SERVICES	\$32,100.00	\$0.00	\$0.00	\$0.00	\$32,100.00 0
1202580100 20734	ADMIN TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0
1202580100 20650	ADMIN TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$944.00	\$0.00	\$0.00	\$0.00	\$944.00 0
			\$360,724.00	\$11.40	\$0.00	\$11.40	\$360,712.60 0.00%
1202310620 20810	BL DEC BOARD EXP/DUES	DUES/FEES	\$420.00	\$0.00	\$0.00	\$0.00	\$420.00 0
1202320620 20290	BL DEC EXEC SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0
1202320620 20230	BL DEC EXEC SALARY/EXP	RETIREMENT	\$7,502.00	\$0.00	\$0.00	\$0.00	\$7,502.00 0
1202320620 20110	BL DEC EXEC SALARY/EXP	SALARIES	\$75,945.00	\$0.00	\$0.00	\$0.00	\$75,945.00 0
1202320620 20220	BL DEC EXEC SALARY/EXP	SOCIAL SECURITY	\$5,810.00	\$0.00	\$0.00	\$0.00	\$5,810.00 0
1202320620 20270	BL DEC EXEC SALARY/EXP	WORK COMP	\$304.00	\$0.00	\$0.00	\$0.00	\$304.00 0
1202510620 20315	BL DEC FISCAL SERVICES	ACCT/AUDIT	\$546.00	\$0.00	\$0.00	\$0.00	\$546.00 0
1202330620 20317	BL DEC LEGAL/GOVT RELATIO	LEGAL	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00 0
1202560620 20531	BL DEC POSTAGE	POSTAGE/POSTAGE METER	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00 0
1202530620 20550	BL DEC PRINT/PUB/DUP	PRINTING/BINDING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00 0
1202250620 20640	BL DEC PRO DEV	PERIODICALS/BOOKS	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00 0
1202520620 20610	BL DEC PURCHASE/WAREHOUSE	SUPPLIES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00 0
1202610620 20440	BL DEC RENT/LEASE	RENT	\$5,568.00	\$0.00	\$0.00	\$0.00	\$5,568.00 0
1202800620 20733	BL DEC STAFF SALARY/EXP	FURNITURE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0
1202800620 20333	BL DEC STAFF SALARY/EXP	MILEAGE	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00 0
1202800620 20290	BL DEC STAFF SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 0
1202800620 20230	BL DEC STAFF SALARY/EXP	RETIREMENT	\$11,866.00	\$0.00	\$0.00	\$0.00	\$11,866.00 0
1202800620 20110	BL DEC STAFF SALARY/EXP	SALARIES	\$120,120.00	\$0.00	\$0.00	\$0.00	\$120,120.00 0
1202800620 20220	BL DEC STAFF SALARY/EXP	SOCIAL SECURITY	\$8,447.00	\$0.00	\$0.00	\$0.00	\$8,447.00 0

1202800620	20580	BL DEC STAFF SALARY/EXP	TRAVEL (EXCEPT MILEAGE)	\$6,747.00	\$0.00	\$0.00	\$0.00	\$6,747.00	0
1202800620	20270	BL DEC STAFF SALARY/EXP	WORK COMP	\$480.00	\$0.00	\$0.00	\$0.00	\$480.00	0
1202580620	20530	BL DEC TECH SERVICES	COMPUTER/INTERNET/PHONE	\$13,509.00	\$0.00	\$0.00	\$0.00	\$13,509.00	0
1202580620	20320	BL DEC TECH SERVICES	CONTRACTED SERVICES	\$19,300.00	\$0.00	\$0.00	\$0.00	\$19,300.00	0
1202580620	20290	BL DEC TECH SERVICES	OTHER BENEFITS	\$42.00	\$0.00	\$0.00	\$0.00	\$42.00	0
1202580620	20230	BL DEC TECH SERVICES	RETIREMENT	\$7,685.00	\$0.00	\$0.00	\$0.00	\$7,685.00	0
1202580620	20110	BL DEC TECH SERVICES	SALARIES	\$66,946.00	\$0.00	\$0.00	\$0.00	\$66,946.00	0
1202580620	20220	BL DEC TECH SERVICES	SOCIAL SECURITY	\$5,121.00	\$0.00	\$0.00	\$0.00	\$5,121.00	0
1202580620	20734	BL DEC TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580620	20650	BL DEC TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$1,670.00	\$0.00	\$0.00	\$0.00	\$1,670.00	0
1202580620	20270	BL DEC TECH SERVICES	WORK COMP	\$311.00	\$0.00	\$0.00	\$0.00	\$311.00	0
				\$364,589.00	\$0.00	\$0.00	\$0.00	\$364,589.00	0.00%
1202320600	20230	BL IMAT EXEC DIR SALARY/E	RETIREMENT	\$1,286.00	\$0.00	\$0.00	\$0.00	\$1,286.00	0
1202320600	20110	BL IMAT EXEC DIR SALARY/E	SALARIES	\$13,019.00	\$0.00	\$0.00	\$0.00	\$13,019.00	0
1202320600	20220	BL IMAT EXEC DIR SALARY/E	SOCIAL SECURITY	\$996.00	\$0.00	\$0.00	\$0.00	\$996.00	0
1202320600	20270	BL IMAT EXEC DIR SALARY/E	WORK COMP	\$52.00	\$0.00	\$0.00	\$0.00	\$52.00	0
1202510600	20315	BL IMAT FISCAL SERVICES	ACCT/AUDIT	\$546.00	\$0.00	\$0.00	\$0.00	\$546.00	0
1202330600	20317	BL IMAT LEGAL/GOVT RELATI	LEGAL	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0
1202560600	20531	BL IMAT POSTAGE	POSTAGE/POSTAGE METER	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0
1202520600	20320	BL IMAT PURCHASE/WAREHOUS	CONTRACTED SERVICES	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0
1202610600	20440	BL IMAT RENT/LEASE	RENT	\$1,563.00	\$0.00	\$0.00	\$0.00	\$1,563.00	0
1202800600	20333	BL IMAT STAFF SALARY/EXP	MILEAGE	\$1,038.00	\$0.00	\$0.00	\$0.00	\$1,038.00	0
1202800600	20290	BL IMAT STAFF SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800600	20230	BL IMAT STAFF SALARY/EXP	RETIREMENT	\$7,119.00	\$0.00	\$0.00	\$0.00	\$7,119.00	0
1202800600	20110	BL IMAT STAFF SALARY/EXP	SALARIES	\$72,076.00	\$0.00	\$0.00	\$0.00	\$72,076.00	0
1202800600	20220	BL IMAT STAFF SALARY/EXP	SOCIAL SECURITY	\$5,249.00	\$0.00	\$0.00	\$0.00	\$5,249.00	0
1202800600	20610	BL IMAT STAFF SALARY/EXP	SUPPLIES	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0
1202800600	20580	BL IMAT STAFF SALARY/EXP	TRAVEL (EXCEPT MILEAGE)	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
1202800600	20270	BL IMAT STAFF SALARY/EXP	WORK COMP	\$288.00	\$0.00	\$0.00	\$0.00	\$288.00	0
1202580600	20530	BL IMAT TECH SERVICES	COMPUTER/INTERNET/PHONE	\$13,352.00	\$0.00	\$0.00	\$0.00	\$13,352.00	0
1202580600	20734	BL IMAT TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580600	20650	BL IMAT TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$1,345.00	\$0.00	\$0.00	\$0.00	\$1,345.00	0
				\$122,729.00	\$0.00	\$0.00	\$0.00	\$122,729.00	0.00%
1202310300	20540	COOP BOARD EXP/DUES	ADVERTISING	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
1202310300	20810	COOP BOARD EXP/DUES	DUES/FEES	\$5,390.00	\$0.00	\$0.00	\$0.00	\$5,390.00	0
1202320300	20290	COOP EXEC DIR SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320300	20230	COOP EXEC DIR SALARY/EXP	RETIREMENT	\$1,072.00	\$0.00	\$0.00	\$0.00	\$1,072.00	0
1202320300	20110	COOP EXEC DIR SALARY/EXP	SALARIES	\$10,849.00	\$0.00	\$0.00	\$0.00	\$10,849.00	0
1202320300	20220	COOP EXEC DIR SALARY/EXP	SOCIAL SECURITY	\$830.00	\$0.00	\$0.00	\$0.00	\$830.00	0
1202320300	20270	COOP EXEC DIR SALARY/EXP	WORK COMP	\$43.00	\$0.00	\$0.00	\$0.00	\$43.00	0
1202510300	20315	COOP FISCAL SERVICES	ACCT/AUDIT	\$6,708.00	\$0.00	\$0.00	\$0.00	\$6,708.00	0
1202330300	20820	COOP LEGAL/GOVT RELATIONS	JUDGEMENTS/SETTLEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202330300	20317	COOP LEGAL/GOVT RELATIONS	LEGAL	\$8,600.00	\$0.00	\$0.00	\$0.00	\$8,600.00	0
1202560300	20531	COOP POSTAGE	POSTAGE/POSTAGE METER	\$2,000.00	\$8.79	\$0.00	\$8.79	\$1,991.21	0.44
1202530300	20550	COOP PRINT/PUB/DUP	PRINTING/BINDING	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0
1202520300	20900	COOP PURCHASE/WAREHOUSE/D	OTHER PROGRAM PURCHASES	\$516.00	\$0.00	\$515.84	\$515.84	\$0.16	100
1202520300	20610	COOP PURCHASE/WAREHOUSE/D	SUPPLIES	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00	0
1202610300	20520	COOP RENT/LEASE	INSURANCE	\$384.00	\$0.00	\$0.00	\$0.00	\$384.00	0
1202610300	20440	COOP RENT/LEASE	RENT	\$9,150.00	\$0.00	\$0.00	\$0.00	\$9,150.00	0
1202800300	20333	COOP STAFF SALARIES/EXP	MILEAGE	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
1202800300	20290	COOP STAFF SALARIES/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0

1202800300	20230	COOP STAFF SALARIES/EXP	RETIREMENT	\$23,849.00	\$0.00	\$0.00	\$0.00	\$23,849.00	0
1202800300	20110	COOP STAFF SALARIES/EXP	SALARIES	\$241,441.00	\$0.00	\$0.00	\$0.00	\$241,441.00	0
1202800300	20220	COOP STAFF SALARIES/EXP	SOCIAL SECURITY	\$14,640.00	\$0.00	\$0.00	\$0.00	\$14,640.00	0
1202800300	20580	COOP STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$12,532.00	\$0.00	\$0.00	\$0.00	\$12,532.00	0
1202800300	20270	COOP STAFF SALARIES/EXP	WORK COMP	\$966.00	\$0.00	\$0.00	\$0.00	\$966.00	0
1202580300	20530	COOP TECH SERVICES	COMPUTER/INTERNET/PHONE	\$3,108.00	\$0.00	\$0.00	\$0.00	\$3,108.00	0
1202580300	20320	COOP TECH SERVICES	CONTRACTED SERVICES	\$5,693.00	\$0.00	\$0.00	\$0.00	\$5,693.00	0
1202580300	20734	COOP TECH SERVICES	TECH HARDWARE	\$2,600.00	\$0.00	\$0.00	\$0.00	\$2,600.00	0
1202580300	20650	COOP TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$79,240.00	\$0.00	\$0.00	\$0.00	\$79,240.00	0
				\$437,061.00	\$8.79	\$515.84	\$524.63	\$436,536.37	0.12%

1203500580	20320	PDO ADVISER CONTRACT SERV	CONTRACTED SERVICES	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	0
1202250560	20320	PDO CRISIS PRO DEV	CONTRACTED SERVICES	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0
1202250560	20333	PDO CRISIS PRO DEV	MILEAGE	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	0
1202250560	20550	PDO CRISIS PRO DEV	PRINTING/BINDING	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
1202250560	20330	PDO CRISIS PRO DEV	PROF DEV	\$47,063.00	\$0.00	\$0.00	\$0.00	\$47,063.00	0
1202250560	20230	PDO CRISIS PRO DEV	RETIREMENT	\$797.00	\$0.00	\$0.00	\$0.00	\$797.00	0
1202250560	20110	PDO CRISIS PRO DEV	SALARIES	\$8,066.00	\$0.00	\$0.00	\$0.00	\$8,066.00	0
1202250560	20220	PDO CRISIS PRO DEV	SOCIAL SECURITY	\$542.00	\$0.00	\$0.00	\$0.00	\$542.00	0
1202250560	20610	PDO CRISIS PRO DEV	SUPPLIES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1202250560	20580	PDO CRISIS PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	0
1202250560	20270	PDO CRISIS PRO DEV	WORK COMP	\$32.00	\$0.00	\$0.00	\$0.00	\$32.00	0
1202250530	20580	PDO ESPD PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
1202330500	20317	PDO LEGAL/GOVT RELATIONS	LEGAL	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
1202250510	20640	PDO NOC PROF DEV	PERIODICALS/BOOKS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202250510	20330	PDO NOC PROF DEV	PROF DEV	\$53,050.00	\$0.00	\$0.00	\$0.00	\$53,050.00	0
1202250510	20580	PDO NOC PROF DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202560500	20531	PDO POSTAGE	POSTAGE/POSTAGE METER	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0
1202520500	20610	PDO PURCHASE/WAREHOUSE/DI	SUPPLIES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1202250520	20640	PDO SDA PRO DEV	PERIODICALS/BOOKS	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0
1202250520	20330	PDO SDA PRO DEV	PROF DEV	\$22,720.00	\$0.00	\$0.00	\$0.00	\$22,720.00	0
1202250520	20580	PDO SDA PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800500	20333	PDO STAFF SALARIES/EXP	MILEAGE	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1202800500	20330	PDO STAFF SALARIES/EXP	PROF DEV	\$14,646.00	\$0.00	\$0.00	\$0.00	\$14,646.00	0
1202800500	20230	PDO STAFF SALARIES/EXP	RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800500	20110	PDO STAFF SALARIES/EXP	SALARIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800500	20220	PDO STAFF SALARIES/EXP	SOCIAL SECURITY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800500	20580	PDO STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1202800500	20270	PDO STAFF SALARIES/EXP	WORK COMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1203500500	20320	PDO STATE GRANTS	CONTRACTED SERVICES	\$1,478,207.00	\$0.00	\$1,478,206.57	\$1,478,206.57	\$0.43	100
1202580500	20320	PDO TECH SERVICES	CONTRACTED SERVICES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0
1202580500	20650	PDO TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202250540	20330	PDO TLT PRO DEV	PROF DEV	\$14,050.00	\$0.00	\$0.00	\$0.00	\$14,050.00	0
1202250540	20580	PDO TLT PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
				\$1,715,173.00	\$0.00	\$1,478,206.57	\$1,478,206.57	\$236,966.43	86.18%

1202800590	20230	PROJ PARA SALARIES	RETIREMENT	\$5,435.00	\$0.00	\$0.00	\$0.00	\$5,435.00	0
1202800590	20110	PROJ PARA SALARIES	SALARIES	\$55,017.00	\$0.00	\$0.00	\$0.00	\$55,017.00	0
1202800590	20220	PROJ PARA SALARIES	SOCIAL SECURITY	\$4,021.00	\$0.00	\$0.00	\$0.00	\$4,021.00	0
1202800590	20270	PROJ PARA SALARIES	WORK COMP	\$220.00	\$0.00	\$0.00	\$0.00	\$220.00	0
1202580590	20320	PROJ PARA TECH SERVICE	CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580590	20734	PROJ PARA TECH SERVICE	TECH HARDWARE	\$308.00	\$0.00	\$0.00	\$0.00	\$308.00	0
				\$65,001.00	\$0.00	\$0.00	\$0.00	\$65,001.00	0.00%

1202510200	20315	PS ACCT/AUDIT	ACCT/AUDIT	\$1,092.00	\$0.00	\$0.00	\$0.00	\$1,092.00	0
1202330200	20317	PS LEGAL SERVICE	LEGAL	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00	0
1202610200	20520	PS RENT/LEASE	INSURANCE	\$2,650.00	\$0.00	\$0.00	\$0.00	\$2,650.00	0
1202610200	20440	PS RENT/LEASE	RENT	\$1,087.00	\$0.00	\$0.00	\$0.00	\$1,087.00	0
1202800200	20333	PS SALARIES	MILEAGE	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
1202800200	20290	PS SALARIES	OTHER BENEFITS	\$84.00	\$0.00	\$0.00	\$0.00	\$84.00	0
1202800200	20230	PS SALARIES	RETIREMENT	\$30,351.00	\$0.00	\$0.00	\$0.00	\$30,351.00	0
1202800200	20110	PS SALARIES	SALARIES	\$307,268.00	\$0.00	\$0.00	\$0.00	\$307,268.00	0
1202800200	20220	PS SALARIES	SOCIAL SECURITY	\$19,597.00	\$0.00	\$0.00	\$0.00	\$19,597.00	0
1202800200	20610	PS SALARIES	SUPPLIES	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
1202800200	20580	PS SALARIES	TRAVEL (EXCEPT MILEAGE)	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
1202800200	20270	PS SALARIES	WORK COMP	\$1,229.00	\$0.00	\$0.00	\$0.00	\$1,229.00	0
1202580200	20530	PS TECH SERVICE	COMPUTER/INTERNET/PHONE	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
1202580200	20320	PS TECH SERVICE	CONTRACTED SERVICES	\$420,034.00	\$0.00	\$0.00	\$0.00	\$420,034.00	0
1202580200	20734	PS TECH SERVICE	TECH HARDWARE	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
1202580200	20650	PS TECH SERVICE	TECH SOFTWARE/SUPPLIES	\$10,208.00	\$0.00	\$0.00	\$0.00	\$10,208.00	0
				\$835,000.00	\$0.00	\$0.00	\$0.00	\$835,000.00	0.00%
1202320400	20290	SRS EXEC DIR SALARIES/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320400	20330	SRS EXEC DIR SALARIES/EXP	PROF DEV	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0
1202320400	20230	SRS EXEC DIR SALARIES/EXP	RETIREMENT	\$1,179.00	\$0.00	\$0.00	\$0.00	\$1,179.00	0
1202320400	20110	SRS EXEC DIR SALARIES/EXP	SALARIES	\$11,934.00	\$0.00	\$0.00	\$0.00	\$11,934.00	0
1202320400	20220	SRS EXEC DIR SALARIES/EXP	SOCIAL SECURITY	\$913.00	\$0.00	\$0.00	\$0.00	\$913.00	0
1202320400	20270	SRS EXEC DIR SALARIES/EXP	WORK COMP	\$48.00	\$0.00	\$0.00	\$0.00	\$48.00	0
1202510400	20315	SRS FISCAL SERVICES	ACCT/AUDIT	\$1,064.00	\$0.00	\$0.00	\$0.00	\$1,064.00	0
1202330400	20317	SRS LEGAL/GOVT RELATIONS	LEGAL	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00	0
1202560400	20531	SRS POSTAGE	POSTAGE/POSTAGE METER	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0
1202530400	20550	SRS PRINT/PUB/DUP	PRINTING/BINDING	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0
1202520400	20610	SRS PURCHASE/WAREHOUSE/DI	SUPPLIES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1202610400	20440	SRS RENT/LEASES	RENT	\$18,062.00	\$0.00	\$0.00	\$0.00	\$18,062.00	0
1202800400	20333	SRS STAFF SALARIES/EXP	MILEAGE	\$2,501.00	\$0.00	\$0.00	\$0.00	\$2,501.00	0
1202800400	20290	SRS STAFF SALARIES/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800400	20230	SRS STAFF SALARIES/EXP	RETIREMENT	\$30,676.00	\$0.00	\$0.00	\$0.00	\$30,676.00	0
1202800400	20110	SRS STAFF SALARIES/EXP	SALARIES	\$310,549.00	\$0.00	\$0.00	\$0.00	\$310,549.00	0
1202800400	20220	SRS STAFF SALARIES/EXP	SOCIAL SECURITY	\$22,260.00	\$0.00	\$0.00	\$0.00	\$22,260.00	0
1202800400	20580	SRS STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	0
1202800400	20270	SRS STAFF SALARIES/EXP	WORK COMP	\$1,242.00	\$0.00	\$0.00	\$0.00	\$1,242.00	0
1202580400	20530	SRS TECH SERVICES	COMPUTER/INTERNET/PHONE	\$13,470.00	\$0.00	\$0.00	\$0.00	\$13,470.00	0
1202580400	20320	SRS TECH SERVICES	CONTRACTED SERVICES	\$65,737.00	\$0.00	\$0.00	\$0.00	\$65,737.00	0
1202580400	20290	SRS TECH SERVICES	OTHER BENEFITS	\$42.00	\$0.00	\$0.00	\$0.00	\$42.00	0
1202580400	20230	SRS TECH SERVICES	RETIREMENT	\$7,685.00	\$0.00	\$0.00	\$0.00	\$7,685.00	0
1202580400	20110	SRS TECH SERVICES	SALARIES	\$66,946.00	\$0.00	\$0.00	\$0.00	\$66,946.00	0
1202580400	20220	SRS TECH SERVICES	SOCIAL SECURITY	\$5,121.00	\$0.00	\$0.00	\$0.00	\$5,121.00	0
1202580400	20734	SRS TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580400	20650	SRS TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$3,396.00	\$0.00	\$0.00	\$0.00	\$3,396.00	0
1202580400	20270	SRS TECH SERVICES	WORK COMP	\$311.00	\$0.00	\$0.00	\$0.00	\$311.00	0
				\$577,886.00	\$0.00	\$0.00	\$0.00	\$577,886.00	0.00%
				\$4,478,163.00	\$20.19	\$1,478,722.41	\$1,478,742.60	\$2,999,420.40	33.02%

EFINANCE - POWERSCHOOL
 DATE: 10/19/2022
 TIME: 07:58:56

ESU COORDINATING COUNCIL
 PRINT COMBINING BALANCE SHEET

PAGE NUMBER: 1
 STATMN81

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

FUND GROUP			
ACCOUNT	TITLE	DEBITS	CREDITS
09000	CASH	3,833,277.50	.00
TOTAL	CASH	3,833,277.50	.00
09296	PRE-PAID POSTAGE	193.93	.00
TOTAL	PRE-PAID POSTAGE	193.93	.00
TOTAL	ASSETS	3,833,471.43	.00
09401	ACCOUNTS PAYABLE	.00	968.31
TOTAL	ACCOUNTS PAYABLE	.00	968.31
TOTAL	LIABILITIES	.00	968.31
TOTAL	REV CONT	.00	750,266.96
TOTAL	EXP CONT	20.19	.00
TOTAL	RES FOR ENC	.00	1,478,722.41
TOTAL	ENC CONT	1,478,722.41	.00
TOTAL	REV BUD CONTL	10,369,140.00	.00
TOTAL	EXP BUD CONT	.00	10,369,140.00
TOTAL	FUND BALANCE	.00	3,082,256.35
TOTAL	EQUITIES	11,847,882.60	15,680,385.72
TOTAL	REPORT	15,681,354.03	15,681,354.03

3643 S 48th St
Lincoln NE 68506-4390

2022-10-11 RCVD

NEBRASKA EDUCATIONAL SERVICE

Page 1 of 12

Account Number: 20611699

TEMP-RETURN SERVICE REQUESTED

>008456 4783580 0001 93630 20Z

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

00817590
F309



Managing Your Accounts

- Customer Support 800.297.2837
- Mailing Address P.O. Box 82535
Lincoln, NE 68501
- On the Go Download the UBTgo
Mobile App
- Online www.ubt.com
- Bank Routing Number 104910795

Summary of Accounts

Account Type	Account Number	Ending Balance
BASIC BUSINESS	20611699	\$602,105.81

BASIC BUSINESS-20611699

Account Summary

Date	Description	Amount
09/01/2022	Beginning Balance	\$57,350.82
	34 Credit(s) This Period	\$1,188,613.72
	67 Debit(s) This Period	\$643,858.73
09/30/2022	Ending Balance	\$602,105.81

Account Activity

Post Date	Description	Debits	Credits	Balance
09/01/2022	Beginning Balance			\$57,350.82
09/01/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$7,000.00		\$50,350.82
09/01/2022	DEPOSIT		\$2,407.26	\$52,758.08
09/01/2022	STATE OF NE ST PAYMENT 262415220		\$340.00	\$53,098.08
09/01/2022	CINFIN INSURANCE 1861586	\$668.00		\$52,430.08
09/01/2022	CHECK # 16503	\$222.36		\$52,207.72
09/01/2022	CHECK # 16500	\$3,885.60		\$48,322.12
09/01/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$5,000.00	\$53,322.12
09/02/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$3,000.00		\$50,322.12
09/02/2022	KYOCERA DOC SOLU JP090122KD PR100500		\$849.74	\$51,171.86
09/02/2022	CHECK # 16513	\$13.96		\$51,157.90
09/06/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,157.90
09/06/2022	DEPOSIT		\$10,527.95	\$60,685.85
09/06/2022	CHECK # 16504	\$11.92		\$60,673.93
09/06/2022	CHECK # 16481	\$39.89		\$60,634.04
09/06/2022	CHECK # 16494	\$100.00		\$60,534.04
09/06/2022	CHECK # 16495	\$196.25		\$60,337.79
09/06/2022	CHECK # 16524	\$3,096.72		\$57,241.07
09/06/2022	CHECK # 16499	\$4,240.00		\$53,001.07
09/06/2022	CHECK # 16528	\$5,138.00		\$47,863.07

BASIC BUSINESS-20611699 (continued)**Account Activity (continued)**

Post Date	Description	Debits	Credits	Balance
09/06/2022	CHECK # 16525	\$5,450.00		\$42,413.07
09/06/2022	CHECK # 16510	\$9,888.44		\$32,524.63
09/06/2022	CHECK # 16502	\$260,898.08		-\$228,373.45
09/06/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$289,000.00	\$60,626.55
09/07/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$10,000.00		\$50,626.55
09/07/2022	CHECK # 16483	\$241.25		\$50,385.30
09/07/2022	CHECK # 16479	\$595.63		\$49,789.67
09/07/2022	CHECK # 16530	\$800.00		\$48,989.67
09/07/2022	CHECK # 16484	\$1,039.60		\$47,950.07
09/07/2022	CHECK # 16480	\$4,798.00		\$43,152.07
09/07/2022	CHECK # 16526	\$5,521.28		\$37,630.79
09/07/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$13,000.00	\$50,630.79
09/08/2022	DEPOSIT		\$702.00	\$51,332.79
09/08/2022	CHECK # 16485	\$236.88		\$51,095.91
09/08/2022	CHECK # 16505	\$300.01		\$50,795.90
09/08/2022	CHECK # 16508	\$466.99		\$50,328.91
09/08/2022	CHECK # 16498	\$3,000.00		\$47,328.91
09/08/2022	CHECK # 16493	\$37,097.07		\$10,231.84
09/08/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$41,000.00	\$51,231.84
09/09/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,231.84
09/09/2022	DEPOSIT		\$716.96	\$50,948.80
09/09/2022	CHECK # 16496	\$158.10		\$50,790.70
09/09/2022	CHECK # 16486	\$49,500.00		\$1,290.70
09/09/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$50,000.00	\$51,290.70
09/12/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,290.70
09/12/2022	DEPOSIT		\$14,993.60	\$65,284.30
09/12/2022	Sysco Corporatio PAYMENTS AY-000060990108		\$12,540.54	\$77,824.84
09/12/2022	CHECK # 16501	\$699.00		\$77,125.84
09/12/2022	CHECK # 16516	\$2,500.00		\$74,625.84
09/12/2022	CHECK # 16487	\$2,547.51		\$72,078.33
09/12/2022	CHECK # 16517	\$5,500.00		\$66,578.33
09/12/2022	CHECK # 16527	\$5,500.00		\$61,078.33
09/12/2022	CHECK # 16514	\$8,000.00		\$53,078.33
09/12/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$12,000.00	\$65,078.33
09/13/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$15,000.00		\$50,078.33
09/13/2022	CHECK # 16511	\$16.72		\$50,061.61
09/13/2022	CHECK # 16497	\$53.13		\$50,008.48
09/14/2022	CHECK # 16482	\$749.70		\$49,258.78
09/14/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$1,000.00	\$50,258.78
09/15/2022	DEPOSIT		\$37,057.70	\$87,316.48
09/15/2022	CHECK # 16478	\$14.84		\$87,301.64
09/15/2022	CHECK # 16491	\$212.00		\$87,089.64
09/15/2022	CHECK # 16492	\$279.90		\$86,809.74
09/15/2022	CHECK # 16529	\$5,500.00		\$81,309.74
09/15/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$6,000.00	\$87,309.74
09/16/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$37,000.00		\$50,309.74
09/16/2022	DEPOSIT		\$46,096.80	\$96,406.54
09/16/2022	CHECK # 16515	\$2,828.00		\$93,578.54
09/19/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$43,000.00		\$50,578.54



BASIC BUSINESS-20611699 (continued)

Account Activity (continued)

Post Date	Description	Debits	Credits	Balance
09/19/2022	DEPOSIT		\$5,038.00	\$55,616.54
09/19/2022	DEPOSIT		\$15,240.15	\$70,856.69
09/19/2022	APDIRDEP Educational Serv Accounts payable direct deposit		\$1,506.95	\$72,363.64
09/19/2022	CHECK # 16509	\$13.96		\$72,349.68
09/19/2022	CHECK # 16507	\$97.50		\$72,252.18
09/19/2022	CHECK # 16520	\$694.43		\$71,557.75
09/19/2022	CHECK # 16477	\$3,261.75		\$68,296.00
09/19/2022	CHECK # 16518	\$5,500.00		\$62,796.00
09/19/2022	CHECK # 16522	\$5,500.00		\$57,296.00
09/19/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$13,000.00	\$70,296.00
09/20/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$20,000.00		\$50,296.00
09/20/2022	DEPOSIT		\$330.00	\$50,626.00
09/20/2022	CHECK # 16488	\$1,012.00		\$49,614.00
09/20/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$1,000.00	\$50,614.00
09/21/2022	DEPOSIT		\$3,258.03	\$53,872.03
09/21/2022	INTERLINE BRANDS CORP PMT 1377025		\$4,570.06	\$58,442.09
09/22/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$8,000.00		\$50,442.09
09/22/2022	DEPOSIT		\$16,738.52	\$67,180.61
09/22/2022	CHECK # 16523	\$4,746.98		\$62,433.63
09/22/2022	CHECK # 16519	\$8,000.00		\$54,433.63
09/22/2022	TRANSFER FROM STFIT ACCOUNT 2531673001		\$13,000.00	\$67,433.63
09/23/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$17,000.00		\$50,433.63
09/23/2022	DEPOSIT		\$10,513.39	\$60,947.02
09/26/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$10,000.00		\$50,947.02
09/26/2022	DEPOSIT		\$649.44	\$51,596.46
09/27/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,596.46
09/28/2022	CHECK # 16489	\$199.00		\$50,397.46
09/29/2022	DEPOSIT		\$1,506.95	\$51,904.41
09/30/2022	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,904.41
09/30/2022	DEPOSIT		\$1,322.94	\$52,227.35
09/30/2022	PowerSchool Grou EDI PYMNTS P22092906081247		\$9,406.74	\$61,634.09
09/30/2022	STATE OF NE ST PAYMENT 262415220		\$548,300.00	\$609,934.09
09/30/2022	CHECK # 16521	\$7,828.28		\$602,105.81
09/30/2022	Ending Balance			\$602,105.81

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
16477	09/19/2022	\$3,261.75	16493	09/08/2022	\$37,097.07	16509	09/19/2022	\$13.96
16478	09/15/2022	\$14.84	16494	09/06/2022	\$100.00	16510	09/06/2022	\$9,888.44
16479	09/07/2022	\$595.63	16495	09/06/2022	\$196.25	16511	09/13/2022	\$16.72
16480	09/07/2022	\$4,798.00	16496	09/09/2022	\$158.10	16513*	09/02/2022	\$13.96
16481	09/06/2022	\$39.89	16497	09/13/2022	\$53.13	16514	09/12/2022	\$8,000.00
16482	09/14/2022	\$749.70	16498	09/08/2022	\$3,000.00	16515	09/16/2022	\$2,828.00
16483	09/07/2022	\$241.25	16499	09/06/2022	\$4,240.00	16516	09/12/2022	\$2,500.00
16484	09/07/2022	\$1,039.60	16500	09/01/2022	\$3,885.60	16517	09/12/2022	\$5,500.00
16485	09/08/2022	\$236.88	16501	09/12/2022	\$699.00	16518	09/19/2022	\$5,500.00
16486	09/09/2022	\$49,500.00	16502	09/06/2022	\$260,898.08	16519	09/22/2022	\$8,000.00
16487	09/12/2022	\$2,547.51	16503	09/01/2022	\$222.36	16520	09/19/2022	\$694.43
16488	09/20/2022	\$1,012.00	16504	09/06/2022	\$11.92	16521	09/30/2022	\$7,828.28
16489	09/28/2022	\$199.00	16505	09/08/2022	\$300.01	16522	09/19/2022	\$5,500.00
16491*	09/15/2022	\$212.00	16507*	09/19/2022	\$97.50	16523	09/22/2022	\$4,746.98
16492	09/15/2022	\$279.90	16508	09/08/2022	\$466.99	16524	09/06/2022	\$3,096.72

CSTMTADV 1071 0001 124 07 20221001 PG 2 OF 6
 00817590 44497360.1 0-0

BASIC BUSINESS-20611699 (continued)**Checks Cleared (continued)**

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
16525	09/06/2022	\$5,450.00	16527	09/12/2022	\$5,500.00	16529	09/15/2022	\$5,500.00
16526	09/07/2022	\$5,521.28	16528	09/06/2022	\$5,138.00	16530	09/07/2022	\$800.00

* Indicates skipped check number

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



CSTMTADV 1071 0001 124 07 20221001 PG 5 OF 6
00817590 44497360.1 0-0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: 9/1/2022
 THE PAYEE'S USE IS ACCEPTED AND THE CHECKING ACCOUNT DEPOSITED TO THE ORDER OF:
 DEPOSIT TO THE ACCOUNT OF:
 NAME: Edw Condoning Carol
 ACCOUNT: 20611699 \$ 2407.26
 ⑆104910795⑆ 009

9/1/2022 \$2,407.26 0

TransID: 0901/22-Inst: UNION BANK & TRUST COMPANY
 RefNum: 104910795-ItemNum: 00028900332

⑆104910795⑆ 009

9/1/2022 \$2,407.26 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: 9/6/2022
 THE PAYEE'S USE IS ACCEPTED AND THE CHECKING ACCOUNT DEPOSITED TO THE ORDER OF:
 DEPOSIT TO THE ACCOUNT OF:
 NAME: Edw Condoning Carol
 ACCOUNT: 20611699 \$ 10527.95
 ⑆104910795⑆ 009

9/6/2022 \$10,527.95 0

TransID: 0906/22-Inst: UNION BANK & TRUST COMPANY
 RefNum: 104910795-ItemNum: 000289007435

⑆104910795⑆ 009

9/6/2022 \$10,527.95 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: 9/8/2022
 THE PAYEE'S USE IS ACCEPTED AND THE CHECKING ACCOUNT DEPOSITED TO THE ORDER OF:
 DEPOSIT TO THE ACCOUNT OF:
 NAME: EdwCC
 ACCOUNT: 20611699 \$ 702.00
 ⑆104910795⑆ 009

9/8/2022 \$702.00 0

TransID: 0908/22-Inst: UNION BANK & TRUST COMPANY
 RefNum: 104910795-ItemNum: 00028900303

⑆104910795⑆ 009

9/8/2022 \$702.00 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: 9/9/2022
 THE PAYEE'S USE IS ACCEPTED AND THE CHECKING ACCOUNT DEPOSITED TO THE ORDER OF:
 DEPOSIT TO THE ACCOUNT OF:
 NAME: EdwCC
 ACCOUNT: 20611699 \$ 716.96
 ⑆104910795⑆ 009

9/9/2022 \$716.96 0

TransID: 0909/22-Inst: UNION BANK & TRUST COMPANY
 RefNum: 104910795-ItemNum: 000289008391

⑆104910795⑆ 009

9/9/2022 \$716.96 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: 9/12/2022
 THE PAYEE'S USE IS ACCEPTED AND THE CHECKING ACCOUNT DEPOSITED TO THE ORDER OF:
 DEPOSIT TO THE ACCOUNT OF:
 NAME: Edw Condoning Carol
 ACCOUNT: 20611699 \$ 14993.60
 ⑆104910795⑆ 009

9/12/2022 \$14,993.60 0

TransID: 0912/22-Inst: UNION BANK & TRUST COMPANY
 RefNum: 104910795-ItemNum: 00028900877

⑆104910795⑆ 009

9/12/2022 \$14,993.60 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: 9/15/2022
 THE PAYEE'S USE IS ACCEPTED AND THE CHECKING ACCOUNT DEPOSITED TO THE ORDER OF:
 DEPOSIT TO THE ACCOUNT OF:
 NAME: Edw Condoning Carol
 ACCOUNT: 20611699 \$ 37057.70
 ⑆104910795⑆ 009

9/15/2022 \$37,057.70 0

TransID: 0915/22-Inst: UNION BANK & TRUST COMPANY
 RefNum: 104910795-ItemNum: 000291433355

⑆104910795⑆ 009

9/15/2022 \$37,057.70 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: Sept 16, 2022
 THE DEPOSIT MADE IN ACCORDANCE WITH
 CONTACT OR DEPOSITOR'S CHECKING RULES OF
 THE BANK.
 REPORT TO THE ACCOUNT OF:
ESU Coordinating Council
 ACCOUNT: 20611699 DEPOSIT: \$ 46,096.80
 41049107954 009

9/16/2022 \$46,096.80 0

Trans: 09/16/22 Inst: UNION BANK & TRUST COMPANY
 Ref Num: 104910795-Item Num: 00028005225
 The Online Banking Bank & Trust Company
 Statement ID: 09/16/2022

9/16/2022 \$46,096.80 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: Sept 18, 2022
 THE DEPOSIT MADE IN ACCORDANCE WITH
 CONTACT OR DEPOSITOR'S CHECKING RULES OF
 THE BANK.
 REPORT TO THE ACCOUNT OF:
ESU Coordinating Council
 ACCOUNT: 20611699 DEPOSIT: \$ 5,038.00
 41049107954 009

9/19/2022 \$5,038.00 0

Trans: 09/19/22 Inst: UNION BANK & TRUST COMPANY
 Ref Num: 104910795-Item Num: 000280010339
 The Online Banking Bank & Trust Company
 Statement ID: 09/19/2022

9/19/2022 \$5,038.00 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: Sept 19, 2022
 THE DEPOSIT MADE IN ACCORDANCE WITH
 CONTACT OR DEPOSITOR'S CHECKING RULES OF
 THE BANK.
 REPORT TO THE ACCOUNT OF:
ESU Coordinating Council
 ACCOUNT: 20611699 DEPOSIT: \$ 15,240.15
 41049107954 009

9/19/2022 \$15,240.15 0

Trans: 09/19/22 Inst: UNION BANK & TRUST COMPANY
 Ref Num: 104910795-Item Num: 000280010343
 The Online Banking Bank & Trust Company
 Statement ID: 09/19/2022

9/19/2022 \$15,240.15 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: Sept 20, 2022
 THE DEPOSIT MADE IN ACCORDANCE WITH
 CONTACT OR DEPOSITOR'S CHECKING RULES OF
 THE BANK.
 REPORT TO THE ACCOUNT OF:
ESU Coordinating Council
 ACCOUNT: 20611699 DEPOSIT: \$ 330.00
 41049107954 009

9/20/2022 \$330.00 0

Trans: 09/20/22 Inst: UNION BANK & TRUST COMPANY
 Ref Num: 104910795-Item Num: 000280010381
 The Online Banking Bank & Trust Company
 Statement ID: 09/20/2022

9/20/2022 \$330.00 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: Sept 21, 2022
 THE DEPOSIT MADE IN ACCORDANCE WITH
 CONTACT OR DEPOSITOR'S CHECKING RULES OF
 THE BANK.
 REPORT TO THE ACCOUNT OF:
ESU Coordinating Council
 ACCOUNT: 20611699 DEPOSIT: \$ 3,258.03
 41049107954 009

9/21/2022 \$3,258.03 0

Trans: 09/21/22 Inst: UNION BANK & TRUST COMPANY
 Ref Num: 104910795-Item Num: 000280010337
 The Online Banking Bank & Trust Company
 Statement ID: 09/21/2022

9/21/2022 \$3,258.03 0

CHECKING ACCOUNT DEPOSIT
UBT
 Union Bank & Trust
 DATE: Sept 22, 2022
 THE DEPOSIT MADE IN ACCORDANCE WITH
 CONTACT OR DEPOSITOR'S CHECKING RULES OF
 THE BANK.
 REPORT TO THE ACCOUNT OF:
ESU Coordinating Council
 ACCOUNT: 20611699 DEPOSIT: \$ 16,738.52
 41049107954 009

9/22/2022 \$16,738.52 0

Trans: 09/22/22 Inst: UNION BANK & TRUST COMPANY
 Ref Num: 104910795-Item Num: 000280010371
 The Online Banking Bank & Trust Company
 Statement ID: 09/22/2022

9/22/2022 \$16,738.52 0

CSTMTADV 1071 0001 124 07 20221001 PG 4 OF 6
44497360.1 0-0
00617590

CHECKING ACCOUNT DEPOSIT

UBT
Union Bank & Trust

DATE: Sept 23, 2022

MEMO: ESU Boarding Camp

ACCOUNT: 20611699

10/17/22	10/18/22	10/19/22	10/20/22	10/21/22	10/22/22	10/23/22	10/24/22	10/25/22	10/26/22	10/27/22	10/28/22	10/29/22	10/30/22	10/31/22	11/01/22	11/02/22	11/03/22	11/04/22	11/05/22	11/06/22	11/07/22	11/08/22	11/09/22	11/10/22	11/11/22	11/12/22	11/13/22	11/14/22	11/15/22	11/16/22	11/17/22	11/18/22	11/19/22	11/20/22	11/21/22	11/22/22	11/23/22	11/24/22	11/25/22	11/26/22	11/27/22	11/28/22	11/29/22	11/30/22
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AMOUNT: \$ 10,513.39

⑆104910795⑆ 009

9/23/2022 \$10,513.39 0

TransID=092322-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-RemNum=000201436324

The Checkers Union Bank & Trust Company
Attn: 1500 15th Street, Lincoln NE 68502

9/23/2022 \$10,513.39 0

CHECKING ACCOUNT DEPOSIT

UBT
Union Bank & Trust

DATE: Sept 26, 2022

MEMO: ESU Boarding Camp

ACCOUNT: 20611699

10/17/22	10/18/22	10/19/22	10/20/22	10/21/22	10/22/22	10/23/22	10/24/22	10/25/22	10/26/22	10/27/22	10/28/22	10/29/22	10/30/22	10/31/22	11/01/22	11/02/22	11/03/22	11/04/22	11/05/22	11/06/22	11/07/22	11/08/22	11/09/22	11/10/22	11/11/22	11/12/22	11/13/22	11/14/22	11/15/22	11/16/22	11/17/22	11/18/22	11/19/22	11/20/22	11/21/22	11/22/22	11/23/22	11/24/22	11/25/22	11/26/22	11/27/22	11/28/22	11/29/22	11/30/22
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AMOUNT: \$ 649.44

⑆104910795⑆ 009

9/26/2022 \$649.44 0

TransID=092622-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-RemNum=000201436324

The Checkers Union Bank & Trust Company
Attn: 1500 15th Street, Lincoln NE 68502

9/26/2022 \$649.44 0

CHECKING ACCOUNT DEPOSIT

UBT
Union Bank & Trust

DATE: Sept 29, 2022

MEMO: ESU Boarding Camp

ACCOUNT: 20611699

10/17/22	10/18/22	10/19/22	10/20/22	10/21/22	10/22/22	10/23/22	10/24/22	10/25/22	10/26/22	10/27/22	10/28/22	10/29/22	10/30/22	10/31/22	11/01/22	11/02/22	11/03/22	11/04/22	11/05/22	11/06/22	11/07/22	11/08/22	11/09/22	11/10/22	11/11/22	11/12/22	11/13/22	11/14/22	11/15/22	11/16/22	11/17/22	11/18/22	11/19/22	11/20/22	11/21/22	11/22/22	11/23/22	11/24/22	11/25/22	11/26/22	11/27/22	11/28/22	11/29/22	11/30/22
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AMOUNT: \$ 1,506.95

⑆104910795⑆ 009

9/29/2022 \$1,506.95 0

TransID=092922-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-RemNum=000201436324

The Checkers Union Bank & Trust Company
Attn: 1500 15th Street, Lincoln NE 68502

9/29/2022 \$1,506.95 0

CHECKING ACCOUNT DEPOSIT

UBT
Union Bank & Trust

DATE: Sept 30, 2022

MEMO: ESU Boarding Camp

ACCOUNT: 20611699

10/17/22	10/18/22	10/19/22	10/20/22	10/21/22	10/22/22	10/23/22	10/24/22	10/25/22	10/26/22	10/27/22	10/28/22	10/29/22	10/30/22	10/31/22	11/01/22	11/02/22	11/03/22	11/04/22	11/05/22	11/06/22	11/07/22	11/08/22	11/09/22	11/10/22	11/11/22	11/12/22	11/13/22	11/14/22	11/15/22	11/16/22	11/17/22	11/18/22	11/19/22	11/20/22	11/21/22	11/22/22	11/23/22	11/24/22	11/25/22	11/26/22	11/27/22	11/28/22	11/29/22	11/30/22
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AMOUNT: \$ 1,322.94

⑆104910795⑆ 009

9/30/2022 \$1,322.94 0

TransID=093022-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-RemNum=000201436324

The Checkers Union Bank & Trust Company
Attn: 1500 15th Street, Lincoln NE 68502

9/30/2022 \$1,322.94 0

Nebraska ESU Coordinating Council
1202 East 4th Street
Lincoln, NE 68510

Union Bank & Trust Company
Attn: Branch
228 East 4th St
Lincoln, Nebraska 68510

CHECK DATE: 09/19/2022 CHECK NO: 16477

AMOUNT: \$3,261.75

BY THE SIGN OF *****3261* DOLLARS AND *75* CENTS

TO THE ORDER OF: ADRIAN HICKLING
615 CHESTNUT PL
NICHOLAS NE 68701

SIGNATURE: *Adrian Hickling*

⑆00016478⑆ ⑆104910795⑆ 2061 16477

9/19/2022 \$3,261.75 16477

Nebraska ESU Coordinating Council
1202 East 4th Street
Lincoln, NE 68510

Union Bank & Trust Company
Attn: Branch
228 East 4th St
Lincoln, Nebraska 68510

CHECK DATE: 09/15/2022 CHECK NO: 16478

AMOUNT: \$14.84

BY THE SIGN OF *****14* DOLLARS AND *84* CENTS

TO THE ORDER OF: ALTHEA FREN JOURNAL
PO BOX 143
ALBANY NE 68010

SIGNATURE: *Adrian Hickling*

⑆00016478⑆ ⑆104910795⑆ 2061 16478

9/15/2022 \$14.84 16478

Nebraska ESU Coordinating Council
1202 East 4th Street
Lincoln, NE 68510

Union Bank & Trust Company
Attn: Branch
228 East 4th St
Lincoln, Nebraska 68510

CHECK DATE: 09/07/2022 CHECK NO: 16479

AMOUNT: \$595.63

BY THE SIGN OF *****595* DOLLARS AND *63* CENTS

TO THE ORDER OF: ANDREW ELLIOTT
3131 NORTH 182ND STREET
OMAHA NE 68134

SIGNATURE: *Adrian Hickling*

⑆00016479⑆ ⑆104910795⑆ 2061 16479

9/7/2022 \$595.63 16479

Nebraska ESU Coordinating Council
1202 East 4th Street
Lincoln, NE 68510

Union Bank & Trust Company
Attn: Branch
228 East 4th St
Lincoln, Nebraska 68510

CHECK DATE: 07/27/2021 CHECK NO: 16480

AMOUNT: \$4,798.00

BY THE SIGN OF *****4798* DOLLARS AND *00* CENTS

TO THE ORDER OF: APPLE COMPUTER
PO BOX 814003
DALLAS TX 75284-6003

SIGNATURE: *Adrian Hickling*

⑆00016480⑆ ⑆104910795⑆ 2061 16480

9/7/2022 \$4,798.00 16480

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/06/2022 CHECK NO.: 16481

AMOUNT: \$339.89

BY THE SUM OF *****89 DOLLARS AND **9 CENTS

TO THE ORDER OF: SIGNED MEMBERS
4128 S. 94TH STREET
OMAHA NE 68137

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/6/2022 \$339.89 16481

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/14/2022 CHECK NO.: 16482

AMOUNT: \$749.70

BY THE SUM OF *****70 DOLLARS AND **9 CENTS

TO THE ORDER OF: COMPTON INN
116 120 AVENUE
KENNETT NE 68441

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/14/2022 \$749.70 16482

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/07/2022 CHECK NO.: 16483

AMOUNT: \$241.25

BY THE SUM OF *****25 DOLLARS AND **5 CENTS

TO THE ORDER OF: CRAIG PETERSON
312 SCOFFLE ST
SEWARD NE 68227

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/7/2022 \$241.25 16483

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/07/2022 CHECK NO.: 16484

AMOUNT: \$1,039.60

BY THE SUM OF *****60 DOLLARS AND **0 CENTS

TO THE ORDER OF: CHESS PLAZA KENNETT
709 W TRUMAN RD
KENNETT NE 68441

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/7/2022 \$1,039.60 16484

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/08/2022 CHECK NO.: 16485

AMOUNT: \$236.88

BY THE SUM OF *****88 DOLLARS AND **0 CENTS

TO THE ORDER OF: DAN MERRITT
11800 WOODMONT AVE
OMAHA NE 68154

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/8/2022 \$236.88 16485

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/09/2022 CHECK NO.: 16486

AMOUNT: \$49,500.00

BY THE SUM OF *****00 DOLLARS AND **0 CENTS

TO THE ORDER OF: SERIAL LEVEL
11440 ROCKYHILL FLD
SHELBY NE 68601

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/9/2022 \$49,500.00 16486

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/12/2022 CHECK NO.: 16487

AMOUNT: \$2,547.51

BY THE SUM OF *****51 DOLLARS AND **1 CENTS

TO THE ORDER OF: ESU 2
6949 SOUTH 116TH STREET
OMAHA NE 68167-5722

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/12/2022 \$2,547.51 16487

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/20/2022 CHECK NO.: 16488

AMOUNT: \$1,012.00

BY THE SUM OF *****00 DOLLARS AND **0 CENTS

TO THE ORDER OF: 807 1
807 44TH AVENUE
COLUMBUS NE 68401

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/20/2022 \$1,012.00 16488

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/28/2022 CHECK NO.: 16489

AMOUNT: \$199.00

BY THE SUM OF *****00 DOLLARS AND **0 CENTS

TO THE ORDER OF: 800 S
8007 TORONTO DR W
MAYNE NE 68401

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/28/2022 \$199.00 16489

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/15/2022 CHECK NO.: 16491

AMOUNT: \$212.00

BY THE SUM OF *****00 DOLLARS AND **0 CENTS

TO THE ORDER OF: HANFORD INN - KENNETT
807 TRUMAN STREET
KENNETT NE 68441

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/15/2022 \$212.00 16491

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/15/2022 CHECK NO.: 16492

AMOUNT: \$279.90

BY THE SUM OF *****90 DOLLARS AND **0 CENTS

TO THE ORDER OF: HOLIDAY INN EXPRESS
1616 COLLIERIE PLAZA
MAYNE NE 68401

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/15/2022 \$279.90 16492

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
222 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/08/2022 CHECK NO.: 16493

AMOUNT: \$37,097.07

BY THE SUM OF *****07 DOLLARS AND **7 CENTS

TO THE ORDER OF: EXPRESS LEASING
30 NEE STREET
CHICAGO IL 60660-2601

PREPARED BY: *Ray Allen*
TYPED BY: *Jacklin Aiken*

⑆0001648⑆ ⑆104910795⑆ ⑆061 1699⑆

9/8/2022 \$37,097.07 16493

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Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16494

AMOUNT: \$100.00

BY THE SIGN OF *****180* DOLLARS AND *00* CENTS

TO THE ORDER OF: JUDICATED COR INC.
ACCOUNTS RECEIVABLE
PO BOX 71387
DALLAS TX 75273-3187

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016496⑆ ⑆104910795⑆ ⑆061 1649⑆ ⑆000010000⑆

9/6/2022 \$100.00 16494

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16495

AMOUNT: \$196.25

BY THE SIGN OF *****180* DOLLARS AND *25* CENTS

TO THE ORDER OF: ERAD LOPCZEY
9719 CHATEAU CIRCLE
LINCOLN NE 68521

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016496⑆ ⑆104910795⑆ ⑆061 1649⑆ ⑆000010000⑆

9/6/2022 \$196.25 16495

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16496

AMOUNT: \$158.10

BY THE SIGN OF *****180* DOLLARS AND *10* CENTS

TO THE ORDER OF: NEBRASKA PUBLIC SCHOOLS
PO BOX 619
MIDLAND NE 68206

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016496⑆ ⑆104910795⑆ ⑆061 1649⑆ ⑆000010000⑆

9/9/2022 \$158.10 16496

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16497

AMOUNT: \$53.13

BY THE SIGN OF *****180* DOLLARS AND *13* CENTS

TO THE ORDER OF: NATIONAL ART & SCHOOL SUPPLIES
PO BOX 1334
2136 BLANCKFERN AVE
MIDLAND NE 68201

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016496⑆ ⑆104910795⑆ ⑆061 1649⑆ ⑆000010000⑆

9/13/2022 \$53.13 16497

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16498

AMOUNT: \$3,000.00

BY THE SIGN OF *****1800* DOLLARS AND *00* CENTS

TO THE ORDER OF: NEBRASKA DEPARTMENT OF EDUCATION
901 CONFIDENTIAL MALL SUITE 5007B
PO BOX 94507
LINCOLN NE 68299-6907

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016496⑆ ⑆104910795⑆ ⑆061 1649⑆ ⑆000010000⑆

9/8/2022 \$3,000.00 16498

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16499

AMOUNT: \$4,240.00

BY THE SIGN OF *****1800* DOLLARS AND *00* CENTS

TO THE ORDER OF: NICOLE KULLER
J104 SW 4220 RD
COSTLAND NE 68331

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016496⑆ ⑆104910795⑆ ⑆061 1649⑆ ⑆000010000⑆

9/6/2022 \$4,240.00 16499

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16500

AMOUNT: \$3,885.60

BY THE SIGN OF *****2885* DOLLARS AND *60* CENTS

TO THE ORDER OF: PERRY PERINA
809 W. 82ND ST
WELLSVILLE NE 68221

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016500⑆ ⑆104910795⑆ ⑆061 1650⑆ ⑆000010000⑆

9/1/2022 \$3,885.60 16500

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16501

AMOUNT: \$699.00

BY THE SIGN OF *****699* DOLLARS AND *00* CENTS

TO THE ORDER OF: PERRY, CYNTHIA, SHANE & GREGORY
233 SOUTH 13 STREET SUITE 3400
LINCOLN NE 68208

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016500⑆ ⑆104910795⑆ ⑆061 1650⑆ ⑆000010000⑆

9/12/2022 \$699.00 16501

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16502

AMOUNT: \$260,898.08

BY THE SIGN OF *****2608* DOLLARS AND *08* CENTS

TO THE ORDER OF: PENSACOLA GROUP LLC
PO BOX 848418
120 AIRSIDE DR
TAMPA FL 33618

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016500⑆ ⑆104910795⑆ ⑆061 1650⑆ ⑆000010000⑆

9/6/2022 \$260,898.08 16502

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16503

AMOUNT: \$222.36

BY THE SIGN OF *****222* DOLLARS AND *36* CENTS

TO THE ORDER OF: PENSACOLA OVERSEA
PO BOX 16
1200 PINE ST
TAMPA FL 33617

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016500⑆ ⑆104910795⑆ ⑆061 1650⑆ ⑆000010000⑆

9/1/2022 \$222.36 16503

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16504

AMOUNT: \$11.92

BY THE SIGN OF *****11* DOLLARS AND *92* CENTS

TO THE ORDER OF: PENSACOLA SCHOOL PRODUCTS
6516 HUNTER BATH STREET
TAMPA FL 33610

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016500⑆ ⑆104910795⑆ ⑆061 1650⑆ ⑆000010000⑆

9/6/2022 \$11.92 16504

Nebraska ESU Coordinating Council
1222 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16505

AMOUNT: \$300.01

BY THE SIGN OF *****300* DOLLARS AND *01* CENTS

TO THE ORDER OF: QUINCY LEASING CO, INC
DEPT 3640
PO BOX 171827
DALLAS TX 75217-2827

ISSUED BY: *Ray Baker*
TOLD BY: *Jackton Picken*

⑆00016505⑆ ⑆104910795⑆ ⑆061 1650⑆ ⑆000010000⑆

9/8/2022 \$300.01 16505

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/19/2022 CHECK NO.: 16507

AMOUNT: \$97.50

BY THE SUM OF *****97 DOLLARS AND *50 CENTS

TO THE ORDER OF: KIMBERLY SUE
321 BELLAPO DRIVE
SEASIDE NE 68138

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016507 C104910795C 2061 1699P

9/19/2022 \$97.50 16507

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/08/2022 CHECK NO.: 16506

AMOUNT: \$466.99

BY THE SUM OF *****466 DOLLARS AND *99 CENTS

TO THE ORDER OF: ESTER MCCREERY
14168 WOODS FORT
RIFP 23
OSHA NE 68236

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016506 C104910795C 2061 1699P

9/8/2022 \$466.99 16508

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/19/2022 CHECK NO.: 16509

AMOUNT: \$13.96

BY THE SUM OF *****13 DOLLARS AND *96 CENTS

TO THE ORDER OF: ROCK COUNTY LEADER
PO BOX 483
BASKETT NE 68714

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016509 C104910795C 2061 1699P

9/19/2022 \$13.96 16509

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/06/2022 CHECK NO.: 16510

AMOUNT: \$9,888.44

BY THE SUM OF *****888 DOLLARS AND *44 CENTS

TO THE ORDER OF: SECURITY
2077 LA 2057
MAGARUA CA 91204-4997

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016510 C104910795C 2061 1699P

9/6/2022 \$9,888.44 16510

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/13/2022 CHECK NO.: 16511

AMOUNT: \$16.72

BY THE SUM OF *****16 DOLLARS AND *72 CENTS

TO THE ORDER OF: BRIDGEMAN RECORDS
PO BOX 349
BRIDGEMAN NE 68778

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016511 C104910795C 2061 1699P

9/13/2022 \$16.72 16511

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/02/2022 CHECK NO.: 16513

AMOUNT: \$13.96

BY THE SUM OF *****13 DOLLARS AND *96 CENTS

TO THE ORDER OF: VALERIE ANN MIDLAND NEWS
PO BOX 488
VALERIE NE 68201

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016513 C104910795C 2061 1699P

9/2/2022 \$13.96 16513

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/12/2022 CHECK NO.: 16514

AMOUNT: \$8,000.00

BY THE SUM OF *****0000 DOLLARS AND *00 CENTS

TO THE ORDER OF: HERRIS PUBLIC SCHOOL DISTRICT 148
28211 SOUTH 87TH
PERRY NE 68156

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016514 C104910795C 2061 1699P

9/12/2022 \$8,000.00 16514

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/16/2022 CHECK NO.: 16515

AMOUNT: \$2,828.00

BY THE SUM OF *****2828 DOLLARS AND *00 CENTS

TO THE ORDER OF: SEASTLAND COMMUNITY SCHOOLS
1841 FRONT STREET
TERRACON NE 68271

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016515 C104910795C 2061 1699P

9/16/2022 \$2,828.00 16515

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/12/2022 CHECK NO.: 16516

AMOUNT: \$2,500.00

BY THE SUM OF *****2500 DOLLARS AND *00 CENTS

TO THE ORDER OF: OGDENIA PUBLIC SCHOOLS
90 BOX 130
343 EDWARDS STREET
OGDENIA NE 68641

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016516 C104910795C 2061 1699P

9/12/2022 \$2,500.00 16516

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/12/2022 CHECK NO.: 16517

AMOUNT: \$5,500.00

BY THE SUM OF *****5500 DOLLARS AND *00 CENTS

TO THE ORDER OF: OGDENIA PUBLIC SCHOOLS
90 BOX 130
343 EDWARDS STREET
OGDENIA NE 68641

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016517 C104910795C 2061 1699P

9/12/2022 \$5,500.00 16517

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/19/2022 CHECK NO.: 16518

AMOUNT: \$5,500.00

BY THE SUM OF *****5500 DOLLARS AND *00 CENTS

TO THE ORDER OF: EPPERLE-MILLIGAN PUBLIC SCHOOLS
20 BOX 130
318 S. RIVER AVE
EPPERLE NE 68331

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016518 C104910795C 2061 1699P

9/19/2022 \$5,500.00 16518

Nebraska ESU Coordinating Council
1232 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/22/2022 CHECK NO.: 16519

AMOUNT: \$8,000.00

BY THE SUM OF *****8000 DOLLARS AND *00 CENTS

TO THE ORDER OF: ESO 4
516 9TH STREET
MILFORD NE 68403

PAID TO THE ORDER OF: *Ray Miller*
Jackline Aiken

00016519 C104910795C 2061 1699P

9/22/2022 \$8,000.00 16519

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00617590 44697560.1 0-0

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/19/2022 CHECK NO.: 16520

AMOUNT: \$6,694.43

By the sum of *****694.43 DOLLARS AND 43 CENTS

TO THE ORDER OF: KENTON-MILLARD PUBLIC SCHOOLS
PO BOX 130
310 S. BEVER AVE
KENTON NE 68811

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016520⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/19/2022 \$6,694.43 16520

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/30/2022 CHECK NO.: 16521

AMOUNT: \$7,828.28

By the sum of *****828.28 DOLLARS AND 28 CENTS

TO THE ORDER OF: ESU 7
3497 44TH AVENUE
COLLEGE NE 68401

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016521⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/30/2022 \$7,828.28 16521

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/19/2022 CHECK NO.: 16522

AMOUNT: \$5,500.00

By the sum of *****500.00 DOLLARS AND 00 CENTS

TO THE ORDER OF: SECRETARY PUBLIC SCHOOLS
PO BOX 489
SECRETARY NE 68418

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016522⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/19/2022 \$5,500.00 16522

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/22/2022 CHECK NO.: 16523

AMOUNT: \$4,746.98

By the sum of *****746.98 DOLLARS AND 98 CENTS

TO THE ORDER OF: CREST PUBLIC SCHOOLS
CANTON WELCOME CENTER - ACTON PARK
636 WOOD AVENUE
CREST NE 68333

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016523⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/22/2022 \$4,746.98 16523

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/07/2022 CHECK NO.: 16524

AMOUNT: \$3,096.72

By the sum of *****096.72 DOLLARS AND 72 CENTS

TO THE ORDER OF: ESU 1
211 WEST STREET
MILLSBORO NE 68704

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016524⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/6/2022 \$3,096.72 16524

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/06/2022 CHECK NO.: 16525

AMOUNT: \$5,450.00

By the sum of *****450.00 DOLLARS AND 00 CENTS

TO THE ORDER OF: PLENO PUBLIC SCHOOLS
541 S. MAIN STREET
PLENO NE 68159

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016525⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/6/2022 \$5,450.00 16525

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/07/2022 CHECK NO.: 16526

AMOUNT: \$5,521.28

By the sum of *****521.28 DOLLARS AND 28 CENTS

TO THE ORDER OF: HENRIKLAND LUTHERAN RECH SCHOOL
3900 WEST HUNTER HWY
GRAND ISLAND NE 68801

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016526⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/7/2022 \$5,521.28 16526

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/12/2022 CHECK NO.: 16527

AMOUNT: \$5,500.00

By the sum of *****500.00 DOLLARS AND 00 CENTS

TO THE ORDER OF: LYONS IMPACT WORKSHOPS
PO BOX 516
408 GOUGH BLDG
LYONS NE 68531

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016527⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/12/2022 \$5,500.00 16527

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/06/2022 CHECK NO.: 16528

AMOUNT: \$5,138.00

By the sum of *****138.00 DOLLARS AND 00 CENTS

TO THE ORDER OF: MEDICINE VALLEY PUBLIC SCHOOLS
343 CHOCOE AVENUE
COSTA NE 68428-0000

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016528⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/6/2022 \$5,138.00 16528

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/15/2022 CHECK NO.: 16529

AMOUNT: \$5,500.00

By the sum of *****500.00 DOLLARS AND 00 CENTS

TO THE ORDER OF: FORZA PUBLIC SCHOOLS
PO BOX 648
FORZA NE 68770

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016529⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/15/2022 \$5,500.00 16529

Nebraska ESU Coordinating Council
1282 East 4th Street
Aurora, NE 68210

Union Bank & Trust Company
Aurora Branch
228 East 4th St.
Aurora, Nebraska 68210

CHECK DATE: 09/07/2022 CHECK NO.: 16530

AMOUNT: \$800.00

By the sum of *****800.00 DOLLARS AND 00 CENTS

TO THE ORDER OF: BERRY LAKERS
838 WEAVER DRIVE
BLADE NE 68408

PREPARED BY: *Ryghes*
CASHIER: *Walter Aiken*

⑆00016530⑆ ⑆104910795⑆ ⑆06⑆ 1699⑆

9/7/2022 \$800.00 16530

3643 S 48th St
Lincoln NE 68506-4390

Account Number: 2531673001

TEMP-RETURN SERVICE REQUESTED

>010307 4766024 0001 93630 10Z

02590640
HSP 2655

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



Managing Your Accounts

	Customer Support	800.297.2837
	Mailing Address	P.O. Box 82535 Lincoln, NE 68501
	On the Go	Download the UBTgo Mobile App
	Online	www.ubt.com
	Bank Routing Number	104910795

NON FEDERALLY INSURED STFIT ACCOUNT

Summary of Accounts

Account Type	Account Number	Ending Balance
STFIT	2531673001	\$3,233,715.70

STFIT-2531673001

Account Summary

Date	Description	Amount
09/01/2022	Beginning Balance	\$3,497,062.46
	37 Credit(s) This Period	\$180,653.24
	11 Debit(s) This Period	\$444,000.00
09/30/2022	Ending Balance	\$3,233,715.70

Interest Summary

Description	Amount
Annual Percentage Yield Earned	2.15%
Interest Days	30
Interest Earned	\$5,653.24
Interest Paid This Period	\$5,653.24
Interest Paid Year-to-Date	\$20,261.40
Average Ledger Balance	\$3,232,795.79
Average Available Balance	\$3,232,795.79

Account Activity

Post Date	Description	Debits	Credits	Balance
09/01/2022	Beginning Balance			\$3,497,062.46
09/01/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$7,000.00	\$3,504,062.46
09/01/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$5,000.00		\$3,499,062.46
09/01/2022	YIELD FOR 08/31/22 AT 1.940			\$3,499,062.46
09/02/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$3,000.00	\$3,502,062.46
09/02/2022	YIELD FOR 09/01/22 AT 2.130			\$3,502,062.46
09/06/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$3,503,062.46
09/06/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$289,000.00		\$3,214,062.46
09/06/2022	YIELD FOR 09/02/22 AT 2.130			\$3,214,062.46
09/07/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$10,000.00	\$3,224,062.46
09/07/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$13,000.00		\$3,211,062.46
09/07/2022	YIELD FOR 09/06/22 AT 2.130			\$3,211,062.46
09/08/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$41,000.00		\$3,170,062.46
09/08/2022	YIELD FOR 09/07/22 AT 2.130			\$3,170,062.46
09/09/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$3,171,062.46

STFIT-2531673001 (continued)**Account Activity (continued)**

Post Date	Description	Debits	Credits	Balance
09/09/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$50,000.00		\$3,121,062.46
09/09/2022	YIELD FOR 09/08/22 AT 2.130			\$3,121,062.46
09/12/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$3,122,062.46
09/12/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$12,000.00		\$3,110,062.46
09/12/2022	YIELD FOR 09/09/22 AT 2.130			\$3,110,062.46
09/13/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$15,000.00	\$3,125,062.46
09/13/2022	YIELD FOR 09/12/22 AT 2.130			\$3,125,062.46
09/14/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$1,000.00		\$3,124,062.46
09/14/2022	YIELD FOR 09/13/22 AT 2.130			\$3,124,062.46
09/15/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$6,000.00		\$3,118,062.46
09/15/2022	YIELD FOR 09/14/22 AT 2.130			\$3,118,062.46
09/16/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$37,000.00	\$3,155,062.46
09/16/2022	YIELD FOR 09/15/22 AT 2.130			\$3,155,062.46
09/19/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$43,000.00	\$3,198,062.46
09/19/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$13,000.00		\$3,185,062.46
09/19/2022	YIELD FOR 09/16/22 AT 2.130			\$3,185,062.46
09/20/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$20,000.00	\$3,205,062.46
09/20/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$1,000.00		\$3,204,062.46
09/20/2022	YIELD FOR 09/19/22 AT 2.130			\$3,204,062.46
09/21/2022	YIELD FOR 09/20/22 AT 2.130			\$3,204,062.46
09/22/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$8,000.00	\$3,212,062.46
09/22/2022	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$13,000.00		\$3,199,062.46
09/22/2022	YIELD FOR 09/21/22 AT 2.130			\$3,199,062.46
09/23/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$17,000.00	\$3,216,062.46
09/23/2022	YIELD FOR 09/22/22 AT 2.130			\$3,216,062.46
09/26/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$10,000.00	\$3,226,062.46
09/26/2022	YIELD FOR 09/23/22 AT 2.130			\$3,226,062.46
09/27/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$3,227,062.46
09/27/2022	YIELD FOR 09/26/22 AT 2.130			\$3,227,062.46
09/28/2022	YIELD FOR 09/27/22 AT 2.130			\$3,227,062.46
09/29/2022	YIELD FOR 09/28/22 AT 2.130			\$3,227,062.46
09/30/2022	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$3,228,062.46
09/30/2022	YIELD FOR 09/29/22 AT 2.130			\$3,228,062.46
09/30/2022	INTEREST		\$5,653.24	\$3,233,715.70
09/30/2022	Ending Balance			\$3,233,715.70



CSSTMTADV 1071 0001 124 07 20221001 PG 2 DF 2
02390840 44699683.20 0--0

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September 2022 Bank Reconciliation:

Beginning Bank Balance: 3554413.28

Cleared Deposits/Cash Receipts:

Deposits	\$	577,957.78	\$	744,613.72
Journal Entries	\$	166,655.94		

Interest Earned: \$ 5,653.24

Cleared Checks/Payments:

Payments Cleared	\$	468,858.73	\$	468,858.73
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Ending Bank Balance: \$3,835,821.51

Reconciliation Completed By:  10/18/22

Reconciliation Reviewed By: _____

DATE 10/18/2022
TIME 11:11:44

ESU COORDINATING COUNCIL
UNION BANK AND TRUST RECONCILIATION REPORT
RECONCILIATION SUMMARY

PAGE NUMBER 1
BNKACTRCN

Statement Begin Date 09/02/2022
Statement End Date 09/30/2022

Statement Fiscal Year 23
Statement Fiscal Period 1

Reconciliation Complete Y

Bank Reconciliation

Bank Statement Beginning Balance	3,554,413.28
Cleared Deposits	577,957.78
Cleared A/P Payments	(468,858.73)
Cleared Payroll Payments	0.00
Cleared Journal Entries	166,655.94
Debit Adjustments	0.00
Credit Adjustments	0.00
Interest Earned	5,653.24
Bank Fees	0.00
Reconciled Ending Balance	3,835,821.51
Bank Ending Balance	3,835,821.51
Variance between Reconciliation Ending Balance and Bank Statement Ending Balance	0.00
General Ledger Reconciliation	
Reconciled Ending Balance	3,835,821.51
Deposits in Transit	0.00
Uncleared A/P Payments	(2,544.01)
Uncleared Payroll Payments	0.00
Uncleared Journal Entries	0.00
Adjusted Balance Per Bank	3,833,277.50
General Ledger Ending Balance	3,833,277.50
Unposted Interest	0.00
Unposted Fees	0.00
Variance between Adjusted Balance per Bank and General Ledger Ending Balance	0.00

EFINANCE - POWERSCHOOL
 DATE: 10/18/2022
 TIME: 11:11:51

ESU COORDINATING COUNCIL
 BANK ACCOUNT RECONCILIATION REPORT
 DEPOSITS LIST

PAGE NUMBER: 1
 BNKACTRCN
 BANK ACCOUNT: UNION BANK AND TRUST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 09/02/2022
 STATEMENT END DATE: 09/30/2022

BEGINNING BALANCE: 3,554,413.28 INTEREST EARNED:
 ENDING BALANCE: 3,835,821.51 FEES CHARGED:

5,653.24
 0.00

CLEARED	DATE	RECEIPT	AMOUNT	DESCRIPTION	CONTROL NUMBER
DEPOSIT: BLANK		09/01/2022			
Y	09/21/2022		8.26	COOP HUSQVARNA ADMN FEE	090122PQ
Y	09/21/2022		849.74	COOP KYOCERA ADMN FEE	090222PQ
Y	09/21/2022		12,540.54	COOP SYSCO ADMN FEE	091222PQ
Y	09/21/2022		2,147.30	COOP IMAGINE LEARNING	091622PQ
Y	09/22/2022		135.14	COOP SOFTCHOICE ADMN FEE	092222PQ
Y	09/30/2022		266,646.00	ADMN CORE SERVICES FUNDS	093022PQ
Y	09/30/2022		4,570.06	COOP INTERLINE ADMN FEE	093022PQ
Y	09/30/2022		9,406.74	COOP POWERSCHOOL ADMN FEE	093022PQ
Y	09/30/2022		281,654.00	DISTANCE EDUCATION FUNDS	093022PQ
DEPOSIT: BLANK		09/30/2022	577,957.78		
TOTAL A/P DEPOSITS			577,957.78		
TOTAL CLEARED A/P DEPOSITS			577,957.78		
TOTAL UNCLEARED A/P DEPOSITS			0.00		

EFTINANCE - POWERSCHOOL
 DATE: 10/18/2022
 TIME: 11:11:51

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 09/02/2022
 STATEMENT END DATE: 09/30/2022

ESU COORDINATING COUNCIL
 BANK ACCOUNT RECONCILIATION REPORT
 JOURNAL ENTRIES LIST

BEGINNING BALANCE: 3,554,413.28 INTEREST EARNED: 5,653.24
 ENDING BALANCE: 3,835,821.51 FEES CHARGED: 0.00

PAGE NUMBER: 4
 BNKACCTRCN
 BANK ACCOUNT: UNION BANK AND TRUST

CLEARED	DATE	JE NUMBER	AMOUNT	DESCRIPTION	CONTROL NO	JE DESCRIPTION
Y	09/21/2022	1	2,399.00	RECEIVABLE-RC-090122PQ	090122PQ	RECEIVABLE-CASH
Y	09/21/2022	10	5,038.00	RECEIVABLE-RC-091922PQ	091922PQ	RECEIVABLE-CASH
Y	09/21/2022	11	330.00	RECEIVABLE-RC-092022PQ	092022PQ	RECEIVABLE-CASH
Y	09/21/2022	12	3,258.03	RECEIVABLE-RC-092122PQ	092122PQ	RECEIVABLE-CASH
Y	09/21/2022	13	1,506.95	RECEIVABLE-RC-091922PQ	091922PQ	RECEIVABLE-CASH
Y	09/21/2022	2	340.00	RECEIVABLE-RC-090122PQ	090122PQ	RECEIVABLE-CASH
Y	09/21/2022	3	10,527.95	RECEIVABLE-RC-090622PQ	090622PQ	RECEIVABLE-CASH
Y	09/21/2022	4	702.00	RECEIVABLE-RC-090822PQ	090822PQ	RECEIVABLE-CASH
Y	09/21/2022	5	716.96	RECEIVABLE-RC-090922PQ	090922PQ	RECEIVABLE-CASH
Y	09/21/2022	6	14,993.60	RECEIVABLE-RC-091222PQ	091222PQ	RECEIVABLE-CASH
Y	09/21/2022	7	37,057.70	RECEIVABLE-RC-091522PQ	091522PQ	RECEIVABLE-CASH
Y	09/21/2022	8	43,949.50	RECEIVABLE-RC-091622PQ	091622PQ	RECEIVABLE-CASH
Y	09/21/2022	9	15,240.15	RECEIVABLE-RC-091922PQ	091922PQ	RECEIVABLE-CASH
Y	09/22/2022	14	16,273.38	RECEIVABLE-RC-092222PQ	092222PQ	RECEIVABLE-CASH
Y	09/22/2022	15	330.00	RECEIVABLE-RC-092222PQ	092222PQ	RECEIVABLE-CASH
Y	09/23/2022	16	10,513.39	RECEIVABLE-RC-092322PQ	092322PQ	RECEIVABLE-CASH
Y	09/26/2022	17	649.44	RECEIVABLE-RC-092622PQ	092622PQ	RECEIVABLE-CASH
Y	09/30/2022	18	1,506.95	RECEIVABLE-RC-092922PQ	092922PQ	RECEIVABLE-CASH
Y	09/30/2022	19	1,322.94	RECEIVABLE-RC-093022PQ	093022PQ	RECEIVABLE-CASH

TOTAL A/P JOURNAL ENTRIES 166,655.94
 TOTAL CLEARED A/P JOURNAL ENTRIES 166,655.94
 TOTAL UNCLEARED A/P JOURNAL ENTRIES 0.00

EFTNANCE - POWERSCHOOL
 DATE: 10/18/2022
 TIME: 11:11:51

ESU COORDINATING COUNCIL
 BANK ACCOUNT RECONCILIATION REPORT
 A/P PAYMENTS LIST

PAGE NUMBER: 2
 BNKACCTRCN
 BANK ACCOUNT: UNION BANK AND TRUST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 09/02/2022
 STATEMENT END DATE: 09/30/2022

BEGINNING BALANCE: 3,554,413.28
 ENDING BALANCE: 3,835,821.51

INTEREST EARNED: 5,653.24
 FEES CHARGED: 0.00

CLEARED	CHECK DATE	CHECK NUMBER	AMOUNT	CHECK TYPE	CLEAR DATE	VENDOR	VENDOR NAME
N	07/12/2022	16421	815.00	MANUAL A/P		1673	TRENTON OSTRANSKY
N	07/12/2022	16434	800.00	MANUAL A/P		1684	MINDY PODRAZA
Y	08/30/2022	16477	3,261.75	MANUAL A/P	09/19/2022	1638	AIMEE MUEHLING
Y	08/30/2022	16478	14.84	MANUAL A/P	09/15/2022	1552	ALNSWORTH STAR JOURNAL
Y	08/30/2022	16479	595.63	MANUAL A/P	09/07/2022	1466	ANDREW EASTON
Y	08/30/2022	16480	4,798.00	MANUAL A/P	09/07/2022	1002	APPLE COMPUTER
Y	08/30/2022	16481	39.89	MANUAL A/P	09/06/2022	1050	BISHOP BUSINESS
Y	08/30/2022	16482	749.70	MANUAL A/P	09/14/2022	1198	COMFORT INN
Y	08/30/2022	16483	241.25	MANUAL A/P	09/07/2022	1101	CRAIG PETERSON
Y	08/30/2022	16484	1,039.60	MANUAL A/P	09/07/2022	1702	CROWNE PLAZA KEARNEY
Y	08/30/2022	16485	236.88	MANUAL A/P	09/08/2022	1061	DEB HERICKS
Y	08/30/2022	16486	49,500.00	MANUAL A/P	09/09/2022	1311	EQUAL LEVEL
Y	08/30/2022	16487	2,547.51	MANUAL A/P	09/12/2022	1057	ESU 3
Y	08/30/2022	16488	1,012.00	MANUAL A/P	09/20/2022	1151	ESU 7
Y	08/30/2022	16489	199.00	MANUAL A/P	09/28/2022	1324	ESU 9
Y	08/30/2022	16491	212.00	MANUAL A/P	09/15/2022	1661	HAMPTON INN - KEARNEY
Y	08/30/2022	16492	279.90	MANUAL A/P	09/15/2022	1332	HOLIDAY INN EXPRESS
Y	08/30/2022	16493	37,097.07	MANUAL A/P	09/08/2022	1153	INFOBASE LEARNING
Y	08/30/2022	16494	100.00	MANUAL A/P	09/06/2022	1397	JOURNEYED.COM INC.
Y	08/30/2022	16495	196.25	MANUAL A/P	09/06/2022	1503	KRAIG LOFQUIST
Y	08/30/2022	16496	158.10	MANUAL A/P	09/09/2022	1261	MINATARE PUBLIC SCHOOLS
Y	08/30/2022	16497	53.13	MANUAL A/P	09/13/2022	1133	NATIONAL ART & SCHOOL SUPPLIES
Y	08/30/2022	16498	3,000.00	MANUAL A/P	09/08/2022	1502	NEBRASKA DEPARTMENT OF EDUCATION
Y	08/30/2022	16499	4,240.00	MANUAL A/P	09/05/2022	1640	NICOLE MULLER
Y	08/30/2022	16500	3,885.60	MANUAL A/P	09/02/2022	1637	PEGGY MEDENA
Y	08/30/2022	16501	699.00	MANUAL A/P	09/12/2022	1633	PERRY, GUTHERY, HAASE & GESSFORD
Y	08/30/2022	16502	260,898.08	MANUAL A/P	09/06/2022	1657	POWERSCHOOL GROUP LLC
Y	08/30/2022	16503	222.36	MANUAL A/P	09/02/2022	1076	PRISCILLA QUINTANA
Y	08/30/2022	16504	11.92	MANUAL A/P	09/05/2022	1132	PYRAMID SCHOOL PRODUCTS
Y	08/30/2022	16505	300.01	MANUAL A/P	09/08/2022	1516	QUADIENT LEASING USA, INC
N	08/30/2022	16506	306.38	MANUAL A/P	09/08/2022	1660	REBECCA SOSALLA
Y	08/30/2022	16507	97.50	MANUAL A/P	09/19/2022	1087	RHONDA EIS
Y	08/30/2022	16508	466.99	MANUAL A/P	09/08/2022	1703	RITA MCKINNEY
Y	08/30/2022	16509	13.96	MANUAL A/P	09/19/2022	1553	ROCK COUNTY LEADER
Y	08/30/2022	16510	9,888.44	MANUAL A/P	09/06/2022	1442	SECURLY
Y	08/30/2022	16511	16.72	MANUAL A/P	09/13/2022	1554	SPRINGVIEW HERALD
N	08/30/2022	16512	622.63	MANUAL A/P	09/02/2022	1634	TREVOR PASCHALL
Y	08/30/2022	16513	13.96	MANUAL A/P	09/12/2022	1555	VALENTINE MIDLAND NEWS
Y	08/30/2022	16514	8,000.00	MANUAL A/P	09/12/2022	1286	NORRIS PUBLIC SCHOOL DISTRICT 160
Y	08/30/2022	16515	2,828.00	MANUAL A/P	09/16/2022	1611	HEARTLAND COMMUNITY SCHOOLS
Y	08/30/2022	16516	2,500.00	MANUAL A/P	09/12/2022	1630	OSCEOLA PUBLIC SCHOOLS
Y	08/30/2022	16517	5,500.00	MANUAL A/P	09/12/2022	1630	OSCEOLA PUBLIC SCHOOLS
Y	08/30/2022	16518	5,000.00	MANUAL A/P	09/19/2022	1140	EXETER-MILLIGAN PUBLIC SCHOOLS
Y	08/30/2022	16519	8,000.00	MANUAL A/P	09/22/2022	1280	ESU 6
Y	08/30/2022	16520	694.43	MANUAL A/P	09/19/2022	1140	EXETER-MILLIGAN PUBLIC SCHOOLS
Y	08/30/2022	16521	7,828.28	MANUAL A/P	09/30/2022	1151	ESU 7
Y	08/30/2022	16522	5,500.00	MANUAL A/P	09/19/2022	1625	SHICKLEY PUBLIC SCHOOL
Y	08/30/2022	16523	4,746.98	MANUAL A/P	09/22/2022	1090	CRETE PUBLIC SCHOOLS
Y	08/30/2022	16524	3,096.72	MANUAL A/P	09/05/2022	1254	ESU 1
Y	08/30/2022	16525	5,450.00	MANUAL A/P	09/06/2022	1704	FRIEND PUBLIC SCHOOLS
Y	08/30/2022	16526	5,521.28	MANUAL A/P	09/07/2022	1705	HEARTLAND LUTHRAN HIGH SCHOOL
Y	08/30/2022	16527	5,500.00	MANUAL A/P	09/12/2022	1273	LYONS DECATUR NORTHEAST
Y	08/30/2022	16528	5,138.00	MANUAL A/P	09/06/2022	1608	MEDICINE VALLEY PUBLIC SCHOOLS

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BANK ACCOUNT: UNION BANK AND TRUST

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
A/P PAYMENTS LIST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 09/02/2022
STATEMENT END DATE: 09/30/2022
BEGINNING BALANCE: 3,554,413.28
ENDING BALANCE: 3,835,821.51
INTEREST EARNED: 5,653.24
FEES CHARGED: 0.00

CLEARED	CHECK DATE	CHECK NUMBER	AMOUNT	CHECK TYPE	CLEAR DATE	VENDOR	VENDOR NAME
Y	08/30/2022	16529	5,500.00	MANUAL A/P	09/15/2022	1601	PONCA PUBLIC SCHOOLS
Y	08/30/2022	16530	800.00	MANUAL A/P	09/07/2022	1706	BRETT LEGRAND
Y	08/30/2022	EFT00182	668.00	MANUAL A/P	09/02/2022	1209	CINCINNATI INSURANCE COMPANY

TOTAL A/P PAYMENTS 471,402.74
TOTAL CLEARED A/P PAYMENTS 468,858.73
TOTAL UNCLEARED A/P PAYMENTS 2,544.01

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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 1
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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/BUD
ORG UNIT - 01202250510 - PDO NOC PROF DEV							
20330	PROF DEV	53,050.00	.00	.00	.00	53,050.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
20640	PERIODICALS/BOOKS	.00	.00	.00	.00	.00	.00
TOTAL	PDO NOC PROF DEV	53,050.00	.00	.00	.00	53,050.00	.00
ORG UNIT - 01202250520 - PDO SDA PRO DEV							
20330	PROF DEV	22,720.00	.00	.00	.00	22,720.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
20640	PERIODICALS/BOOKS	750.00	.00	.00	.00	750.00	.00
TOTAL	PDO SDA PRO DEV	23,470.00	.00	.00	.00	23,470.00	.00
ORG UNIT - 01202250530 - PDO ESPD PRO DEV							
20580	TRAVEL (EXCEPT MILEAGE)	1,000.00	.00	.00	.00	1,000.00	.00
TOTAL	PDO ESPD PRO DEV	1,000.00	.00	.00	.00	1,000.00	.00
ORG UNIT - 01202250540 - PDO TLT PRO DEV							
20330	PROF DEV	14,050.00	.00	.00	.00	14,050.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
TOTAL	PDO TLT PRO DEV	14,050.00	.00	.00	.00	14,050.00	.00
ORG UNIT - 01202250560 - PDO CRISIS PRO DEV							
20110	SALARIES	8,066.00	.00	.00	.00	8,066.00	.00
20220	SOCIAL SECURITY	542.00	.00	.00	.00	542.00	.00
20230	RETIREMENT	797.00	.00	.00	.00	797.00	.00
20270	WORK COMP	32.00	.00	.00	.00	32.00	.00
20320	CONTRACTED SERVICES	20,000.00	.00	.00	.00	20,000.00	.00
20330	PROF DEV	47,063.00	.00	.00	.00	47,063.00	.00
20333	MILEAGE	11,000.00	.00	.00	.00	11,000.00	.00
20550	PRINTING/BINDING	1,000.00	.00	.00	.00	1,000.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	11,000.00	.00	.00	.00	11,000.00	.00
20610	SUPPLIES	500.00	.00	.00	.00	500.00	.00
TOTAL	PDO CRISIS PRO DEV	100,000.00	.00	.00	.00	100,000.00	.00
ORG UNIT - 01202250620 - BL DEC PRO DEV							

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 BUDGET CONTROL STATUS

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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20640	PERIODICALS/BOOKS	250.00	.00	.00	.00	250.00	.00
TOTAL	BL DEC PRO DEV	250.00	.00	.00	.00	250.00	.00
ORG UNIT - 01202310100 - ADMIN BOARD EXP/DUES							
20540	ADVERTISING	2,300.00	.00	.00	.00	2,300.00	.00
20810	DUES/FEES	16,355.00	.00	.00	.00	16,355.00	.00
TOTAL	ADMIN BOARD EXP/DUES	18,655.00	.00	.00	.00	18,655.00	.00
ORG UNIT - 01202310300 - COOP BOARD EXP/DUES							
20540	ADVERTISING	1,000.00	.00	.00	.00	1,000.00	.00
20810	DUES/FEES	5,390.00	.00	.00	.00	5,390.00	.00
TOTAL	COOP BOARD EXP/DUES	6,390.00	.00	.00	.00	6,390.00	.00
ORG UNIT - 01202310620 - BL DEC BOARD EXP/DUES							
20810	DUES/FEES	420.00	.00	.00	.00	420.00	.00
TOTAL	BL DEC BOARD EXP/DUES	420.00	.00	.00	.00	420.00	.00
ORG UNIT - 01202320100 - ADMIN SALARY EXEC DIRECTO							
20110	SALARIES	105,239.00	.00	.00	.00	105,239.00	.00
20220	SOCIAL SECURITY	8,051.00	.00	.00	.00	8,051.00	.00
20230	RETIREMENT	10,395.00	.00	.00	.00	10,395.00	.00
20270	WORK COMP	421.00	.00	.00	.00	421.00	.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20330	PROF DEV	400.00	.00	.00	.00	400.00	.00
20333	MILEAGE	4,699.00	.00	.00	.00	4,699.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	15,350.00	.00	.00	.00	15,350.00	.00
20610	SUPPLIES	400.00	.00	.00	.00	400.00	.00
TOTAL	ADMIN SALARY EXEC DIRECTO	144,955.00	.00	.00	.00	144,955.00	.00
ORG UNIT - 01202320300 - COOP EXEC DIR SALARY/EXP							
20110	SALARIES	10,849.00	.00	.00	.00	10,849.00	.00
20220	SOCIAL SECURITY	830.00	.00	.00	.00	830.00	.00
20230	RETIREMENT	1,072.00	.00	.00	.00	1,072.00	.00
20270	WORK COMP	43.00	.00	.00	.00	43.00	.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
TOTAL	COOP EXEC DIR SALARY/EXP	12,794.00	.00	.00	.00	12,794.00	.00

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ESU COORDINATING COUNCIL
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SELECTION CRITERIA: ALL
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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01202320400 - SRS EXEC DIR SALARIES/EXP							
20110	SALARIES	11,934.00	.00	.00	.00	11,934.00	.00
20220	SOCIAL SECURITY	913.00	.00	.00	.00	913.00	.00
20230	RETIREMENT	1,179.00	.00	.00	.00	1,179.00	.00
20270	WORK COMP	48.00	.00	.00	.00	48.00	.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20330	PROF DEV	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	SRS EXEC DIR SALARIES/EXP	24,074.00	.00	.00	.00	24,074.00	.00
ORG UNIT - 01202320600 - BL IMAT EXEC DIR SALARY/E							
20110	SALARIES	13,019.00	.00	.00	.00	13,019.00	.00
20220	SOCIAL SECURITY	996.00	.00	.00	.00	996.00	.00
20230	RETIREMENT	1,286.00	.00	.00	.00	1,286.00	.00
20270	WORK COMP	52.00	.00	.00	.00	52.00	.00
TOTAL	BL IMAT EXEC DIR SALARY/E	15,353.00	.00	.00	.00	15,353.00	.00
ORG UNIT - 01202320620 - BL DEC EXEC SALARY/EXP							
20110	SALARIES	75,945.00	.00	.00	.00	75,945.00	.00
20220	SOCIAL SECURITY	5,810.00	.00	.00	.00	5,810.00	.00
20230	RETIREMENT	7,502.00	.00	.00	.00	7,502.00	.00
20270	WORK COMP	304.00	.00	.00	.00	304.00	.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC EXEC SALARY/EXP	89,561.00	.00	.00	.00	89,561.00	.00
ORG UNIT - 01202330100 - ADMIN LEGAL/GOVT RELATION							
20314	GOVT RELATIONS	57,200.00	.00	.00	.00	57,200.00	.00
20317	LEGAL	7,200.00	.00	.00	.00	7,200.00	.00
TOTAL	ADMIN LEGAL/GOVT RELATION	64,400.00	.00	.00	.00	64,400.00	.00
ORG UNIT - 01202330200 - PS LEGAL SERVICE							
20317	LEGAL	1,400.00	.00	.00	.00	1,400.00	.00
TOTAL	PS LEGAL SERVICE	1,400.00	.00	.00	.00	1,400.00	.00
ORG UNIT - 01202330300 - COOP LEGAL/GOVT RELATIONS							
20317	LEGAL	8,600.00	.00	.00	.00	8,600.00	.00
20820	JUDGEMENTS/SETTLEMENTS	.00	.00	.00	.00	.00	.00

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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	COOP LEGAL/GOVT RELATIONS	8,600.00	.00	.00	.00	8,600.00	.00
ORG UNIT - 01202330400 - SRS LEGAL/GOVT RELATIONS							
20317	LEGAL	1,400.00	.00	.00	.00	1,400.00	.00
TOTAL	SRS LEGAL/GOVT RELATIONS	1,400.00	.00	.00	.00	1,400.00	.00
ORG UNIT - 01202330500 - PDO LEGAL/GOVT RELATIONS							
20317	LEGAL	2,500.00	.00	.00	.00	2,500.00	.00
TOTAL	PDO LEGAL/GOVT RELATIONS	2,500.00	.00	.00	.00	2,500.00	.00
ORG UNIT - 01202330600 - BL IMAT LEGAL/GOVT RELATI							
20317	LEGAL	700.00	.00	.00	.00	700.00	.00
TOTAL	BL IMAT LEGAL/GOVT RELATI	700.00	.00	.00	.00	700.00	.00
ORG UNIT - 01202330620 - BL DEC LEGAL/GOVT RELATIO							
20317	LEGAL	700.00	.00	.00	.00	700.00	.00
TOTAL	BL DEC LEGAL/GOVT RELATIO	700.00	.00	.00	.00	700.00	.00
ORG UNIT - 01202510100 - ADMIN FISCAL SERVICES							
20315	ACCT/AUDIT	5,616.00	.00	.00	.00	5,616.00	.00
TOTAL	ADMIN FISCAL SERVICES	5,616.00	.00	.00	.00	5,616.00	.00
ORG UNIT - 01202510200 - PS ACCT/AUDIT							
20315	ACCT/AUDIT	1,092.00	.00	.00	.00	1,092.00	.00
TOTAL	PS ACCT/AUDIT	1,092.00	.00	.00	.00	1,092.00	.00
ORG UNIT - 01202510300 - COOP FISCAL SERVICES							
20315	ACCT/AUDIT	6,708.00	.00	.00	.00	6,708.00	.00
TOTAL	COOP FISCAL SERVICES	6,708.00	.00	.00	.00	6,708.00	.00
ORG UNIT - 01202510400 - SRS FISCAL SERVICES							

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 BUDGET CONTROL STATUS

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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20315	ACCT/AUDIT	1,064.00	.00	.00	.00	1,064.00	.00
TOTAL	SRS FISCAL SERVICES	1,064.00	.00	.00	.00	1,064.00	.00
ORG UNIT - 01202510600 - BL IMAT FISCAL SERVICES							
20315	ACCT/AUDIT	546.00	.00	.00	.00	546.00	.00
TOTAL	BL IMAT FISCAL SERVICES	546.00	.00	.00	.00	546.00	.00
ORG UNIT - 01202510620 - BL DEC FISCAL SERVICES							
20315	ACCT/AUDIT	546.00	.00	.00	.00	546.00	.00
TOTAL	BL DEC FISCAL SERVICES	546.00	.00	.00	.00	546.00	.00
ORG UNIT - 01202520300 - COOP PURCHASE/WAREHOUSE/D							
20610	SUPPLIES	1,200.00	.00	.00	.00	1,200.00	.00
20900	OTHER PROGRAM PUCHASES	760,000.00	.00	515.84	515.84	759,484.16	.07
TOTAL	COOP PURCHASE/WAREHOUSE/D	761,200.00	.00	515.84	515.84	760,684.16	.07
ORG UNIT - 01202520400 - SRS PURCHASE/WAREHOUSE/DI							
20610	SUPPLIES	500.00	.00	.00	.00	500.00	.00
TOTAL	SRS PURCHASE/WAREHOUSE/DI	500.00	.00	.00	.00	500.00	.00
ORG UNIT - 01202520500 - PDO PURCHASE/WAREHOUSE/DI							
20610	SUPPLIES	500.00	.00	.00	.00	500.00	.00
TOTAL	PDO PURCHASE/WAREHOUSE/DI	500.00	.00	.00	.00	500.00	.00
ORG UNIT - 01202520600 - BL IMAT PURCHASE/WAREHOUS							
20320	CONTRACTED SERVICES	3,000.00	.00	.00	.00	3,000.00	.00
20900	OTHER PROGRAM PUCHASES	134,700.00	.00	.00	.00	134,700.00	.00
TOTAL	BL IMAT PURCHASE/WAREHOUS	137,700.00	.00	.00	.00	137,700.00	.00
ORG UNIT - 01202520620 - BL DEC PURCHASE/WAREHOUSE							
20610	SUPPLIES	500.00	.00	.00	.00	500.00	.00

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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	BL DEC PURCHASE/WAREHOUSE	500.00	.00	.00	.00	500.00	.00
ORG UNIT - 01202530100 - ADMIN PRINT/PUB/DUP							
20550	PRINTING/BINDING	1,000.00	.00	.00	.00	1,000.00	.00
TOTAL	ADMIN PRINT/PUB/DUP	1,000.00	.00	.00	.00	1,000.00	.00
ORG UNIT - 01202530300 - COOP PRINT/PUB/DUP							
20550	PRINTING/BINDING	250.00	.00	.00	.00	250.00	.00
TOTAL	COOP PRINT/PUB/DUP	250.00	.00	.00	.00	250.00	.00
ORG UNIT - 01202530400 - SRS PRINT/PUB/DUP							
20550	PRINTING/BINDING	300.00	.00	.00	.00	300.00	.00
TOTAL	SRS PRINT/PUB/DUP	300.00	.00	.00	.00	300.00	.00
ORG UNIT - 01202530620 - BL DEC PRINT/PUB/DUP							
20550	PRINTING/BINDING	500.00	.00	.00	.00	500.00	.00
TOTAL	BL DEC PRINT/PUB/DUP	500.00	.00	.00	.00	500.00	.00
ORG UNIT - 01202560100 - ADMIN POSTAGE							
20531	POSTAGE/POSTAGE METER	350.00	11.40	.00	11.40	338.60	3.26
TOTAL	ADMIN POSTAGE	350.00	11.40	.00	11.40	338.60	3.26
ORG UNIT - 01202560300 - COOP POSTAGE							
20531	POSTAGE/POSTAGE METER	2,000.00	8.79	.00	8.79	1,991.21	.44
TOTAL	COOP POSTAGE	2,000.00	8.79	.00	8.79	1,991.21	.44
ORG UNIT - 01202560400 - SRS POSTAGE							
20531	POSTAGE/POSTAGE METER	50.00	.00	.00	.00	50.00	.00
TOTAL	SRS POSTAGE	50.00	.00	.00	.00	50.00	.00

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 BUDGET CONTROL STATUS

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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/BUD
ORG UNIT - 01202560500 - PDO POSTAGE							
20531	POSTAGE/POSTAGE METER	250.00	.00	.00	.00	250.00	.00
TOTAL	PDO POSTAGE	250.00	.00	.00	.00	250.00	.00
ORG UNIT - 01202560600 - BL IMAT POSTAGE							
20531	POSTAGE/POSTAGE METER	50.00	.00	.00	.00	50.00	.00
TOTAL	BL IMAT POSTAGE	50.00	.00	.00	.00	50.00	.00
ORG UNIT - 01202560620 - BL DEC POSTAGE							
20531	POSTAGE/POSTAGE METER	300.00	.00	.00	.00	300.00	.00
TOTAL	BL DEC POSTAGE	300.00	.00	.00	.00	300.00	.00
ORG UNIT - 01202580100 - ADMIN TECH SERVICES							
20320	CONTRACTED SERVICES	32,100.00	.00	.00	.00	32,100.00	.00
20530	COMPUTER/INTERNET/PHONE	582.00	.00	.00	.00	582.00	.00
20650	TECH SOFTWARE/SUPPLIES	944.00	.00	.00	.00	944.00	.00
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	ADMIN TECH SERVICES	33,626.00	.00	.00	.00	33,626.00	.00
ORG UNIT - 01202580200 - PS TECH SERVICE							
20320	CONTRACTED SERVICES	420,034.00	.00	.00	.00	420,034.00	.00
20530	COMPUTER/INTERNET/PHONE	2,500.00	.00	.00	.00	2,500.00	.00
20650	TECH SOFTWARE/SUPPLIES	10,208.00	.00	.00	.00	10,208.00	.00
20734	TECH HARDWARE	5,000.00	.00	.00	.00	5,000.00	.00
TOTAL	PS TECH SERVICE	437,742.00	.00	.00	.00	437,742.00	.00
ORG UNIT - 01202580300 - COOP TECH SERVICES							
20320	CONTRACTED SERVICES	5,693.00	.00	.00	.00	5,693.00	.00
20530	COMPUTER/INTERNET/PHONE	3,108.00	.00	.00	.00	3,108.00	.00
20650	TECH SOFTWARE/SUPPLIES	79,240.00	.00	.00	.00	79,240.00	.00
20734	TECH HARDWARE	2,600.00	.00	.00	.00	2,600.00	.00
TOTAL	COOP TECH SERVICES	90,641.00	.00	.00	.00	90,641.00	.00
ORG UNIT - 01202580400 - SRS TECH SERVICES							

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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20110	SALARIES	66,946.00	.00	.00	.00	66,946.00	.00
20220	SOCIAL SECURITY	5,121.00	.00	.00	.00	5,121.00	.00
20230	RETIREMENT	7,685.00	.00	.00	.00	7,685.00	.00
20270	WORK COMP	311.00	.00	.00	.00	311.00	.00
20290	OTHER BENEFITS	42.00	.00	.00	.00	42.00	.00
20320	CONTRACTED SERVICES	65,737.00	.00	.00	.00	65,737.00	.00
20530	COMPUTER/INTERNET/PHONE	13,470.00	.00	.00	.00	13,470.00	.00
20650	TECH SOFTWARE/SUPPLIES	3,396.00	.00	.00	.00	3,396.00	.00
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	SRS TECH SERVICES	162,708.00	.00	.00	.00	162,708.00	.00
ORG UNIT - 01202580500 - PDO TECH SERVICES							
20320	CONTRACTED SERVICES	1,500.00	.00	.00	.00	1,500.00	.00
20650	TECH SOFTWARE/SUPPLIES	.00	.00	.00	.00	.00	.00
TOTAL	PDO TECH SERVICES	1,500.00	.00	.00	.00	1,500.00	.00
ORG UNIT - 01202580585 - AAP TECH SERVICE							
20320	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
TOTAL	AAP TECH SERVICE	.00	.00	.00	.00	.00	.00
ORG UNIT - 01202580590 - PROJ PARA TECH SERVICE							
20320	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
20734	TECH HARDWARE	308.00	.00	.00	.00	308.00	.00
TOTAL	PROJ PARA TECH SERVICE	308.00	.00	.00	.00	308.00	.00
ORG UNIT - 01202580600 - BL IMAT TECH SERVICES							
20530	COMPUTER/INTERNET/PHONE	13,352.00	.00	.00	.00	13,352.00	.00
20650	TECH SOFTWARE/SUPPLIES	1,345.00	.00	.00	.00	1,345.00	.00
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	BL IMAT TECH SERVICES	14,697.00	.00	.00	.00	14,697.00	.00
ORG UNIT - 01202580620 - BL DEC TECH SERVICES							
20110	SALARIES	66,946.00	.00	.00	.00	66,946.00	.00
20220	SOCIAL SECURITY	5,121.00	.00	.00	.00	5,121.00	.00
20230	RETIREMENT	7,685.00	.00	.00	.00	7,685.00	.00
20270	WORK COMP	311.00	.00	.00	.00	311.00	.00
20290	OTHER BENEFITS	42.00	.00	.00	.00	42.00	.00
20320	CONTRACTED SERVICES	19,300.00	.00	.00	.00	19,300.00	.00

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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20530	COMPUTER/INTERNET/PHONE	13,509.00	.00	.00	.00	13,509.00	.00
20650	TECH SOFTWARE/SUPPLIES	1,670.00	.00	.00	.00	1,670.00	.00
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC TECH SERVICES	114,584.00	.00	.00	.00	114,584.00	.00
ORG UNIT - 01202610100 - ADMIN RENT/LEASE							
20440	RENT	3,191.00	.00	.00	.00	3,191.00	.00
20520	INSURANCE	11,917.00	.00	.00	.00	11,917.00	.00
TOTAL	ADMIN RENT/LEASE	15,108.00	.00	.00	.00	15,108.00	.00
ORG UNIT - 01202610200 - PS RENT/LEASE							
20440	RENT	1,087.00	.00	.00	.00	1,087.00	.00
20520	INSURANCE	2,650.00	.00	.00	.00	2,650.00	.00
TOTAL	PS RENT/LEASE	3,737.00	.00	.00	.00	3,737.00	.00
ORG UNIT - 01202610300 - COOP RENT/LEASE							
20440	RENT	9,150.00	.00	.00	.00	9,150.00	.00
20520	INSURANCE	384.00	.00	.00	.00	384.00	.00
TOTAL	COOP RENT/LEASE	9,534.00	.00	.00	.00	9,534.00	.00
ORG UNIT - 01202610400 - SRS RENT/LEASES							
20440	RENT	18,062.00	.00	.00	.00	18,062.00	.00
TOTAL	SRS RENT/LEASES	18,062.00	.00	.00	.00	18,062.00	.00
ORG UNIT - 01202610600 - BL IMAT RENT/LEASE							
20440	RENT	1,563.00	.00	.00	.00	1,563.00	.00
TOTAL	BL IMAT RENT/LEASE	1,563.00	.00	.00	.00	1,563.00	.00
ORG UNIT - 01202610620 - BL DEC RENT/LEASE							
20440	RENT	5,568.00	.00	.00	.00	5,568.00	.00
TOTAL	BL DEC RENT/LEASE	5,568.00	.00	.00	.00	5,568.00	.00
ORG UNIT - 01202800100 - ADMIN STAFF SALARY							

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 BUDGET CONTROL STATUS

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 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/BUD
20110	SALARIES	60,424.00	.00	.00	.00	60,424.00	.00
20220	SOCIAL SECURITY	3,880.00	.00	.00	.00	3,880.00	.00
20230	RETIREMENT	5,968.00	.00	.00	.00	5,968.00	.00
20270	WORK COMP	242.00	.00	.00	.00	242.00	.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	3,000.00	.00	.00	.00	3,000.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	3,500.00	.00	.00	.00	3,500.00	.00
TOTAL	ADMIN STAFF SALARY	77,014.00	.00	.00	.00	77,014.00	.00

ORG UNIT - 01202800200 - PS SALARIES

20110	SALARIES	307,268.00	.00	.00	.00	307,268.00	.00
20220	SOCIAL SECURITY	19,597.00	.00	.00	.00	19,597.00	.00
20230	RETIREMENT	30,351.00	.00	.00	.00	30,351.00	.00
20270	WORK COMP	1,229.00	.00	.00	.00	1,229.00	.00
20290	OTHER BENEFITS	84.00	.00	.00	.00	84.00	.00
20333	MILEAGE	15,000.00	.00	.00	.00	15,000.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	15,000.00	.00	.00	.00	15,000.00	.00
20610	SUPPLIES	2,500.00	.00	.00	.00	2,500.00	.00
TOTAL	PS SALARIES	391,029.00	.00	.00	.00	391,029.00	.00

ORG UNIT - 01202800300 - COOP STAFF SALARIES/EXP

20110	SALARIES	241,441.00	.00	.00	.00	241,441.00	.00
20220	SOCIAL SECURITY	14,640.00	.00	.00	.00	14,640.00	.00
20230	RETIREMENT	23,849.00	.00	.00	.00	23,849.00	.00
20270	WORK COMP	966.00	.00	.00	.00	966.00	.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	5,000.00	.00	.00	.00	5,000.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	12,532.00	.00	.00	.00	12,532.00	.00
TOTAL	COOP STAFF SALARIES/EXP	298,428.00	.00	.00	.00	298,428.00	.00

ORG UNIT - 01202800400 - SRS STAFF SALARIES/EXP

20110	SALARIES	310,549.00	.00	.00	.00	310,549.00	.00
20220	SOCIAL SECURITY	22,260.00	.00	.00	.00	22,260.00	.00
20230	RETIREMENT	30,676.00	.00	.00	.00	30,676.00	.00
20270	WORK COMP	1,242.00	.00	.00	.00	1,242.00	.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	2,501.00	.00	.00	.00	2,501.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	2,500.00	.00	.00	.00	2,500.00	.00
TOTAL	SRS STAFF SALARIES/EXP	369,728.00	.00	.00	.00	369,728.00	.00

ORG UNIT - 01202800500 - PDO STAFF SALARIES/EXP

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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

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 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20110	SALARIES	.00	.00	.00	.00	.00	.00
20220	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
20230	RETIREMENT	.00	.00	.00	.00	.00	.00
20270	WORK COMP	.00	.00	.00	.00	.00	.00
20330	PROF DEV	14,646.00	.00	.00	.00	14,646.00	.00
20333	MILEAGE	500.00	.00	.00	.00	500.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	500.00	.00	.00	.00	500.00	.00
TOTAL	PDO STAFF SALARIES/EXP	15,646.00	.00	.00	.00	15,646.00	.00
ORG UNIT - 01202800570 - INNOVATIVE STAFF SALARIES							
20110	SALARIES	.00	.00	.00	.00	.00	.00
20220	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
20230	RETIREMENT	.00	.00	.00	.00	.00	.00
20270	WORK COMP	.00	.00	.00	.00	.00	.00
TOTAL	INNOVATIVE STAFF SALARIES	.00	.00	.00	.00	.00	.00
ORG UNIT - 01202800585 - AAP SALARIES							
20110	SALARIES	.00	.00	.00	.00	.00	.00
20220	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
20230	RETIREMENT	.00	.00	.00	.00	.00	.00
20270	WORK COMP	.00	.00	.00	.00	.00	.00
TOTAL	AAP SALARIES	.00	.00	.00	.00	.00	.00
ORG UNIT - 01202800590 - PROJ PARA SALARIES							
20110	SALARIES	55,017.00	.00	.00	.00	55,017.00	.00
20220	SOCIAL SECURITY	4,021.00	.00	.00	.00	4,021.00	.00
20230	RETIREMENT	5,435.00	.00	.00	.00	5,435.00	.00
20270	WORK COMP	220.00	.00	.00	.00	220.00	.00
TOTAL	PROJ PARA SALARIES	64,693.00	.00	.00	.00	64,693.00	.00
ORG UNIT - 01202800600 - BL IMAT STAFF SALARY/EXP							
20110	SALARIES	72,076.00	.00	.00	.00	72,076.00	.00
20220	SOCIAL SECURITY	5,249.00	.00	.00	.00	5,249.00	.00
20230	RETIREMENT	7,119.00	.00	.00	.00	7,119.00	.00
20270	WORK COMP	288.00	.00	.00	.00	288.00	.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	1,038.00	.00	.00	.00	1,038.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	1,000.00	.00	.00	.00	1,000.00	.00
20610	SUPPLIES	50.00	.00	.00	.00	50.00	.00

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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/BUD
TOTAL	BL IMAT STAFF SALARY/EXP	86,820.00	.00	.00	.00	86,820.00	.00
ORG UNIT - 01202800620 - BL DEC STAFF SALARY/EXP							
20110	SALARIES	120,120.00	.00	.00	.00	120,120.00	.00
20220	SOCIAL SECURITY	8,447.00	.00	.00	.00	8,447.00	.00
20230	RETIREMENT	11,866.00	.00	.00	.00	11,866.00	.00
20270	WORK COMP	480.00	.00	.00	.00	480.00	.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	4,000.00	.00	.00	.00	4,000.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	6,747.00	.00	.00	.00	6,747.00	.00
20733	FURNITURE	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC STAFF SALARY/EXP	151,660.00	.00	.00	.00	151,660.00	.00
ORG UNIT - 01203500500 - PDO STATE GRANTS							
20320	CONTRACTED SERVICES	5,800,000.00	.00	1,478,206.57	1,478,206.57	4,321,793.43	25.49
TOTAL	PDO STATE GRANTS	5,800,000.00	.00	1,478,206.57	1,478,206.57	4,321,793.43	25.49
ORG UNIT - 01203500570 - PDO SOFTWARE NETWRK INNOV							
20110	SALARIES	.00	.00	.00	.00	.00	.00
20220	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
20230	RETIREMENT	.00	.00	.00	.00	.00	.00
20270	WORK COMP	.00	.00	.00	.00	.00	.00
20320	CONTRACTED SERVICES	540,000.00	.00	.00	.00	540,000.00	.00
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	PDO SOFTWARE NETWRK INNOV	540,000.00	.00	.00	.00	540,000.00	.00
ORG UNIT - 01203500580 - PDO ADVISER CONTRACT SERV							
20320	CONTRACTED SERVICES	25,000.00	.00	.00	.00	25,000.00	.00
TOTAL	PDO ADVISER CONTRACT SERV	25,000.00	.00	.00	.00	25,000.00	.00
ORG UNIT - 01203575570 - PDO INNOVATIVE GRANT							
20320	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
20330	PROF DEV	.00	.00	.00	.00	.00	.00
20333	MILEAGE	.00	.00	.00	.00	.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
20610	SUPPLIES	.00	.00	.00	.00	.00	.00
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	PDO INNOVATIVE GRANT	.00	.00	.00	.00	.00	.00

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 BUDGET CONTROL STATUS

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01209000100 - ADMIN FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	ADMIN FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 01209000200 - PS FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	PS FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
ORG UNIT - 01209000300 - COOP FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	COOP FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 01209000400 - SRS FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	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 - 01209000500 - PDO FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	20,000.00	.00	.00	.00	20,000.00	.00
TOTAL	PDO FLOW THROUGH	20,000.00	.00	.00	.00	20,000.00	.00
ORG UNIT - 01209000560 - PDO CRISIS FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	PDO CRISIS FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
ORG UNIT - 01209000600 - BL IMAT FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	40,000.00	.00	.00	.00	40,000.00	.00
TOTAL	BL IMAT FLOW THROUGH	40,000.00	.00	.00	.00	40,000.00	.00
ORG UNIT - 01209000620 - BL DEC FLOW THROUGH							

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 BUDGET CONTROL STATUS

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SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20900	OTHER PROGRAM PUCHASES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	BL DEC FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL REPORT		10,369,140.00	20.19	1,478,722.41	1,478,742.60	8,890,397.40	14.26

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
 Purchase Order STATUS REPORT

PAGE NUMBER: 1
 STATMN21
 INFO: ORDERED BY NUMBER

SELECTION CRITERIA: encl'dgr.yr='23'

PURCHASE OR	ORG UNIT	ACCOUNT	ACCOUNT	VENDOR DATE	NAME DESCRIPTION	SALES TAX USE TAX	ORIGINAL PAYMENTS	CHANGE BALANCE
23000001-01	01203500500	20320		1397 09/22/22	JOURNEYED.COM INC. 1901029 MICROSOFT WIN S	0.00 0.00	11,069.28 .00	.00 11,069.28
23000002-01	01202520300	20900		1038 09/22/22	WORLD BOOK WB-PP WORLD BOOK NEBRASK	0.00 0.00	294.50 .00	.00 294.50
23000003-01	01203500500	20320		1330 09/30/22	MIDWEST TECHNOLOGY PRODU 990019 ROBOTICS	0.00 0.00	18,400.00 .00	.00 18,400.00
23000004-01	01203500500	20320		1711 09/30/22	PITSCO INC. 46695 ROBOTICS	0.00 0.00	87,906.00 .00	.00 87,906.00
23000004-02	01203500500	20320		1711 09/30/22	PITSCO INC. 92087 ROBOTICS	0.00 0.00	12,803.70 .00	.00 12,803.70
23000004-03	01203500500	20320		1711 09/30/22	PITSCO INC. 46696 ROBOTICS	0.00 0.00	64,709.40 .00	.00 64,709.40
23000004-04	01203500500	20320		1711 09/30/22	PITSCO INC. 45982 ROBOTICS	0.00 0.00	15,771.14 .00	.00 15,771.14
23000004-05	01203500500	20320		1711 09/30/22	PITSCO INC. 45853 ROBOTICS	0.00 0.00	46,208.80 .00	.00 46,208.80
23000004-06	01203500500	20320		1711 09/30/22	PITSCO INC. 45899 ROBOTICS	0.00 0.00	51,949.80 .00	.00 51,949.80
23000004-07	01203500500	20320		1711 09/30/22	PITSCO INC. 45234 ROBOTICS	0.00 0.00	71,496.88 .00	.00 71,496.88
23000004-08	01203500500	20320		1711 09/30/22	PITSCO INC. 44322 ROBOTICS	0.00 0.00	100,573.48 .00	.00 100,573.48
23000004-09	01203500500	20320		1711 09/30/22	PITSCO INC. 44465 ROBOTICS	0.00 0.00	10,805.48 .00	.00 10,805.48
23000004-10	01203500500	20320		1711 09/30/22	PITSCO INC. 45175 ROBOTICS	0.00 0.00	9,165.94 .00	.00 9,165.94
23000004-11	01203500500	20320		1711 09/30/22	PITSCO INC. 47040 ROBOTICS	0.00 0.00	3,298.68 .00	.00 3,298.68
23000004-12	01203500500	20320		1711 09/30/22	PITSCO INC. 47041 ROBOTICS	0.00 0.00	2,522.52 .00	.00 2,522.52
23000004-13	01203500500	20320		1711 09/30/22	PITSCO INC. 45941 ROBOTICS	0.00 0.00	39,658.64 .00	.00 39,658.64
23000004-14	01203500500	20320		1711 09/30/22	PITSCO INC. 45953 ROBOTICS	0.00 0.00	240,100.00 .00	.00 240,100.00
23000004-15	01203500500	20320		1711 09/30/22	PITSCO INC. 46276 ROBOTICS	0.00 0.00	153,382.74 .00	.00 153,382.74

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ESU COORDINATING COUNCIL
 Purchase Order STATUS REPORT

PAGE NUMBER: 2
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SELECTION CRITERIA: encl'edgr.yr='23'

PURCHASE OR	ORG UNIT	ACCOUNT	ACCOUNT	VENDOR DATE	NAME DESCRIPTION	SALES TAX USE TAX	ORIGINAL PAYMENTS	CHANGE BALANCE
23000004-16	01203500500	20320		1711 09/30/22	PITSCO INC. 43054 ROBOTICS	0.00 0.00	176,297.10 .00	.00 176,297.10
23000004-17	01203500500	20320		1711 09/30/22	PITSCO INC. 43378 ROBOTICS	0.00 0.00	13,579.86 .00	.00 13,579.86
23000004-18	01203500500	20320		1711 09/30/22	PITSCO INC. 59793 ROBOTICS	0.00 0.00	8,746.50 .00	.00 8,746.50
23000004-19	01203500500	20320		1711 09/30/22	PITSCO INC. 44587 ROBOTICS	0.00 0.00	52,464.30 .00	.00 52,464.30
23000004-20	01203500500	20320		1711 09/30/22	PITSCO INC. 46517 ROBOTICS	0.00 0.00	6,015.24 .00	.00 6,015.24
23000004-21	01203500500	20320		1711 09/30/22	PITSCO INC. 47039 ROBOTICS	0.00 0.00	4,948.02 .00	.00 4,948.02
23000004-22	01203500500	20320		1711 09/30/22	PITSCO INC. 45310 ROBOTICS	0.00 0.00	160,078.10 .00	.00 160,078.10
23000005-01	01203500500	20320		1130 09/30/22	SCHOOL SPECILATY INC. 2028624 ROBOTICS	0.00 0.00	116,254.97 .00	.00 116,254.97
23000006-01	01202520300	20900		1038 10/11/22	WORLD BOOK WB-NE-PS WORLD BOOK POWE	0.00 0.00	221.34 .00	.00 221.34
TOTAL REPORT						0.00 0.00	1,478,722.41 .00	.00 1,478,722.41

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 DATE: 10/19/2022
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ESU COORDINATING COUNCIL
 SUMMARY EXPENDITURE COMPARISON REPORT

PAGE NUMBER: 1
 EXPCOM31

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

Fund - 01 - GENERAL FUND

TITLE	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
TOTAL EXPENSE	10,369,140.00	20.19	10,369,119.81	.00	27,857,844.00	-160,325.04	28,018,169.04	.58
TOTAL GENERAL FUND	10,369,140.00	20.19	10,369,119.81	.00	27,857,844.00	-160,325.04	28,018,169.04	.58
TOTAL REPORT	10,369,140.00	20.19	10,369,119.81	.00	27,857,844.00	-160,325.04	28,018,169.04	.58

SUNGARD PENTAMATION, INC.
 DATE: 09/30/2022
 TIME: 13:10:19

ESU COORDINATING COUNCIL
 INVOICE SHORT LISTING

PAGE NUMBER: 1
 MODULE: mrinvlrp

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
09/23/2022	ADMN000141	ESU01	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000143	ESU03	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000144	ESU04	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000145	ESU06	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000146	ESU07	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000147	ESU08	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000148	ESU09	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000149	ESU10	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000150	ESU11	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000151	ESU05	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000152	ESU13	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000153	ESU15	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000154	ESU16	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000155	ESU17	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000156	ESU18	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
09/23/2022	ADMN000157	ESU19	EDUCATIONAL SERVIC	1,322.94	.00	.00	.00	.00	1,322.94
06/29/2022	COOP001954	DCWEST	DC WEST COMMUNITY	874.20	.00	.00	.00	.00	874.20
06/29/2022	COOP001966	SYRACUSE	SYRACUSE PUBLIC SC	677.04	.00	.00	.00	.00	677.04
06/29/2022	COOP001973	EXETERMILL	EXETER-MILLIGAN PU	139.50	.00	.00	.00	.00	139.50
06/29/2022	COOP001977	NORRIS	NORRIS SCHOOL DIST	1,257.36	.00	.00	.00	.00	1,257.36
06/30/2022	COOP001993	GOTHENBURG	GOTHENBURG PUBLIC	558.00	.00	.00	.00	.00	558.00
06/30/2022	COOP001994	WESTKEARNE	WEST KEARNEY HIGH	31.00	.00	.00	.00	.00	31.00
06/30/2022	COOP002007	CAMBRIDGE	CAMBRIDGE PUBLIC S	217.00	.00	.00	.00	.00	217.00
06/30/2022	COOP002028	MORRILL	MORRILL PUBLIC SCH	335.73	.00	.00	.00	.00	335.73
07/13/2022	COOP002074	HUMPHREYST	HUMPHREY ST FRANCI	1,410.00	.00	.00	.00	.00	1,410.00
07/13/2022	COOP002076	LYONSDECAT	LYONS-DECATUR NORT	568.75	.00	.00	.00	.00	568.75
08/09/2022	COOP002113	ASHLANDGRE	ASHLAND-GREENWOOD	1,016.00	.00	.00	.00	.00	1,016.00
08/09/2022	COOP002147	DCWEST	DC WEST COMMUNITY	1,181.00	.00	.00	.00	.00	1,181.00
08/16/2022	COOP002169	GRANDISLAN	GRAND ISLAND PUBLI	351.00	.00	.00	.00	.00	351.00
08/16/2022	COOP002195	LINCOLN	LINCOLN PUBLIC SCH	7,352.00	.00	.00	.00	.00	7,352.00
08/16/2022	COOP002199	LOUPCITY	LOUP CITY PUBLIC S	330.00	.00	.00	.00	.00	330.00
08/16/2022	COOP002208	MINATARE	MINATARE PUBIC SCH	660.00	.00	.00	.00	.00	660.00
08/16/2022	COOP002220	OSCEOLA	OSCEOLA PUBLIC SCH	330.00	.00	.00	.00	.00	330.00
08/17/2022	COOP002233	SANTEE	ISANTI COMMUNITY S	880.00	.00	.00	.00	.00	880.00
08/17/2022	COOP002255	VALENTINE	VALENTINE COMMUNIT	990.00	.00	-330.00	.00	.00	660.00
08/17/2022	COOP002266	WINNEBAGO	WINNEBAGO PUBLIC S	356.00	.00	.00	.00	.00	356.00
08/18/2022	COOP002270	ARCHDIOAMH	ARCHDIOCESE OF OMA	1,414.60	.00	.00	.00	.00	1,414.60
08/18/2022	COOP002275	ESU16	EDUCATIONAL SERVIC	3,288.12	.00	.00	.00	.00	3,288.12
09/22/2022	COOP002293	MINDEN	MINDEN PUBLIC SCHO	1,640.00	.00	.00	.00	.00	1,640.00
09/22/2022	COOP002294	ESU19	EDUCATIONAL SERVIC	102,597.25	.00	.00	.00	.00	102,597.25
09/22/2022	COOP002295	CENTENNIAL	CENTENNIAL PUBLIC	294.50	.00	.00	.00	.00	294.50
09/30/2022	COOP002296	SHELBY	SHELBY PUBLIC SCHO	1,240.00	.00	.00	.00	.00	1,240.00
08/24/2022	IMAT000373	ESU18	EDUCATIONAL SERVIC	1,506.95	.00	.00	.00	.00	1,506.95
10/13/2021	PDO0000930	UNCSN	UNCSN	20.00	.00	.00	.00	.00	20.00
04/13/2022	PDO0000950	ESU03	EDUCATIONAL SERVIC	660.00	.00	-580.00	.00	.00	80.00
05/19/2022	PDO0000968	ESU03	EDUCATIONAL SERVIC	880.00	.00	-840.00	.00	.00	40.00
05/19/2022	PDO0000982	ESU19	EDUCATIONAL SERVIC	20.00	.00	.00	.00	.00	20.00
05/19/2022	PDO0000984	OCIO	OCIO	20.00	.00	.00	.00	.00	20.00
05/19/2022	PDO0000985	UNCSN	UNCSN	20.00	.00	.00	.00	.00	20.00
10/26/2021	VNDR000090	BHPHOTO	B & H PHOTO VIDEO	240.35	.00	.00	.00	.00	240.35
05/05/2022	VNDR000101	PYRAMID	PYRAMID SCHOOL PRO	12.65	.00	.00	.00	.00	12.65
05/25/2022	VNDR000104	BSN	BSN SPORTS	3,068.92	.00	.00	.00	.00	3,068.92
05/25/2022	VNDR000108	LAKESHORE	LAKESHORE LEARNING	164.60	.00	.00	.00	.00	164.60
05/25/2022	VNDR000110	NATART	NATIONAL ART & SCH	12,649.71	.00	.00	.00	.00	12,649.71
05/25/2022	VNDR000112	PYRAMID	PYRAMID SCHOOL PRO	27,792.98	.00	.00	.00	.00	27,792.98
05/25/2022	VNDR000114	S&S	S&S WORLDWIDE	3,742.21	.00	.00	.00	.00	3,742.21

SUNGARD PENTAMATION, INC.
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ESU COORDINATING COUNCIL
INVOICE SHORT LISTING

PAGE NUMBER: 2
MODULE: mrvlrv

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
05/25/2022	VNDR000115	SCHOOLHEAL	SCHOOL HEALTH CORP	3,290.18	.00	.00	.00	.00	3,290.18
09/22/2022	VNDR000120	WORLDBOOK	WORLD BOOK INC	2,629.10	.00	.00	.00	.00	2,629.10
09/22/2022	VNDR000121	BHPHOTO	B & H PHOTO VIDEO	51.35	.00	.00	.00	.00	51.35
09/23/2022	VNDR000122	INNOVOFFIC	INNOVATIVE OFFICE	528.87	.00	.00	.00	.00	528.87
09/23/2022	VNDR000123	TROXELL	TROXELL COMMUNICAT	77.41	.00	.00	.00	.00	77.41
09/23/2022	VNDR000124	PAPER 101	PAPER 101	11.82	.00	.00	.00	.00	11.82
09/23/2022	VNDR000125	NEARPOD	NEARPOD	155.00	.00	.00	.00	.00	155.00
09/30/2022	VNDR000126	BHPHOTO	B & H PHOTO VIDEO	108.70	.00	.00	.00	.00	108.70
TOTAL REPORT: 64				208,806.89	.00	-1,750.00	.00	.00	207,056.89

EFINANCE - POWERSCHOOL
 DATE: 10/19/2022
 TIME: 08:00:37

ESU COORDINATING COUNCIL
 SUMMARY REVENUE COMPARISON REPORT

PAGE NUMBER: 1
 REVCOM31

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 1/23

Fund - 01 - GENERAL FUND

TITLE	CURRENT YEAR				PRIOR YEAR			
	BUDGET	REVENUE	BALANCE	%	BUDGET	REVENUE	BALANCE	%
TOTAL REVENUE	10,369,140.00	750,266.96	9,618,873.04	7.24	27,857,844.00	650,847.44	27,206,996.56	2.34
TOTAL GENERAL FUND	10,369,140.00	750,266.96	9,618,873.04	7.24	27,857,844.00	650,847.44	27,206,996.56	2.34
TOTAL REPORT	10,369,140.00	750,266.96	9,618,873.04	7.24	27,857,844.00	650,847.44	27,206,996.56	2.34

EFINANCE - POWERSCHOOL
DATE: 10/19/2022
TIME: 07:59:59

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101510100 - ADMN INTEREST REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11410	INTEREST						
1 /23	09/20/22	12			.00		
1 /23	09/30/22	19	BANKREC			5,653.24	POSTED FROM BUDGET SYSTEM RECONCILIATION INTEREST
TOTAL	INTEREST				.00	5,653.24	.00
TOTAL	ADMN INTEREST REVENUE				.00	5,653.24	.00

EFINANCE - POWERSCHOOL
DATE: 10/19/2022
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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951100 - ADMN REVENUE, ESU/SCHOOL

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			85,500.00		
1 /23	09/30/22	19	19			1,322.94	POSTED FROM BUDGET SYSTEM RECEIVABLE-RC- 093022PQ
TOTAL			INVOICED REVENUE		85,500.00	1,322.94	.00
16000			CARRY OVER FUNDS				
1 /23	09/20/22	12			8,578.00		
TOTAL			CARRY OVER FUNDS		8,578.00	.00	.00
TOTAL			ADMN REVENUE, ESU/SCHOOL		94,078.00	1,322.94	.00

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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

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AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951200 - PS INVOICED REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			835,000.00		POSTED FROM BUDGET SYSTEM
TOTAL			INVOICED REVENUE		835,000.00	.00	.00
TOTAL			PS INVOICED REVENUE		835,000.00	.00	.00

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
 REVENUE TRANSACTION ANALYSIS

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 AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
 ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
 ORG UNIT - 01101951300 - COOP REVENUE, ESU/SCHOOL

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990	INVOICED		REVENUE				
1 /23	09/20/22		12		760,000.00		
1 /23	09/21/22		19	6		11,979.70	POSTED FROM BUDGET SYSTEM
1 /23	09/21/22		19	1		2,399.00	RECEIVABLE-RC- 091222PQ
1 /23	09/21/22		19	3		9,021.00	RECEIVABLE-RC- 090122PQ
1 /23	09/21/22		19	4		702.00	RECEIVABLE-RC- 090622PQ
1 /23	09/21/22		19	5		716.96	RECEIVABLE-RC- 090822PQ
1 /23	09/21/22		19	8		34,907.80	RECEIVABLE-RC- 090922PQ
1 /23	09/21/22		19	9		15,240.15	RECEIVABLE-RC- 091622PQ
1 /23	09/21/22		19	12		1,751.08	RECEIVABLE-RC- 091922PQ
1 /23	09/21/22		19	7		35,550.75	RECEIVABLE-RC- 092122PQ
1 /23	09/21/22		19	10		5,038.00	RECEIVABLE-RC- 091522PQ
1 /23	09/21/22		19	11		330.00	RECEIVABLE-RC- 091922PQ
1 /23	09/22/22		19	14		13,259.48	RECEIVABLE-RC- 092022PQ
1 /23	09/22/22		19	15		330.00	RECEIVABLE-RC- 092222PQ
1 /23	09/23/22		19	16		9,006.44	RECEIVABLE-RC- 092222PQ
1 /23	09/26/22		19	17		649.44	RECEIVABLE-RC- 092322PQ
TOTAL	INVOICED		REVENUE		760,000.00	140,881.80	.00
16000	CARRY OVER		FUNDS				
1 /23	09/20/22		12		26,545.00		
TOTAL	CARRY OVER		FUNDS		26,545.00	.00	.00
TOTAL	COOP REVENUE,		ESU/SCHOOL		786,545.00	140,881.80	.00

EFINANCE - POWERSCHOOL
DATE: 10/19/2022
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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

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AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951400 - SRS REVENUE, ESU/SCHOOL

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			532,498.00		POSTED FROM BUDGET SYSTEM
TOTAL			INVOICED REVENUE		532,498.00	.00	.00
TOTAL			SRS REVENUE, ESU/SCHOOL		532,498.00	.00	.00

EFINANCE - POWERSCHOOL
DATE: 10/19/2022
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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

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AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951500 - PDO REVENUE, ESU/SCHOOL

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			111,966.00		
1 /23	09/21/22	19	2			340.00	POSTED FROM BUDGET SYSTEM
TOTAL			INVOICED REVENUE		111,966.00	340.00	.00 RECEIVABLE-RC- 090122PQ
16000			CARRY OVER FUNDS				
1 /23	09/20/22	12			.00		POSTED FROM BUDGET SYSTEM
TOTAL			CARRY OVER FUNDS		.00	.00	.00
TOTAL			PDO REVENUE, ESU/SCHOOL		111,966.00	340.00	.00

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

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AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951560 - PDO CRISIS REVENUE ESU/SC

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			100,000.00		
TOTAL			INVOICED REVENUE		100,000.00	.00	.00 POSTED FROM BUDGET SYSTEM
TOTAL			PDO CRISIS REVENUE ESU/SC		100,000.00	.00	.00

EFINANCE - POWERSCHOOL
 DATE: 10/19/2022
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ESU COORDINATING COUNCIL
 REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 8
 AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
 ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
 ORG UNIT - 01101951600 - BL IMAT REVENUE, ESU/SCHO

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			234,352.00		
1 /23	09/21/22	19	6			3,013.90	POSTED FROM BUDGET SYSTEM
1 /23	09/21/22	19	3			1,506.95	RECEIVABLE-RC- 091222PQ
1 /23	09/21/22	19	8			9,041.70	RECEIVABLE-RC- 090622PQ
1 /23	09/21/22	19	12			1,506.95	RECEIVABLE-RC- 091622PQ
1 /23	09/21/22	19	13			1,506.95	RECEIVABLE-RC- 092122PQ
1 /23	09/21/22	19	7			1,506.95	RECEIVABLE-RC- 091922PQ
1 /23	09/22/22	19	14			3,013.90	RECEIVABLE-RC- 091522PQ
1 /23	09/23/22	19	16			1,506.95	RECEIVABLE-RC- 092222PQ
1 /23	09/30/22	19	18			1,506.95	RECEIVABLE-RC- 092322PQ
TOTAL			INVOICED REVENUE		234,352.00	24,111.20	.00
16000			CARRY OVER FUNDS				
1 /23	09/20/22	12			23,079.00		
TOTAL			CARRY OVER FUNDS		23,079.00	.00	.00
TOTAL			BL IMAT REVENUE, ESU/SCHO		257,431.00	24,111.20	.00

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

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AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951620 - BL DEC REVENUE, ESU/SCHOO

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
11990			INVOICED REVENUE					
1 /23	09/20/22	12			.00			POSTED FROM BUDGET SYSTEM
TOTAL			INVOICED REVENUE		.00	.00	.00	
16000			CARRY OVER FUNDS					
1 /23	09/20/22	12			37,549.00			POSTED FROM BUDGET SYSTEM
TOTAL			CARRY OVER FUNDS		37,549.00	.00	.00	
TOTAL			BL DEC REVENUE, ESU/SCHOO		37,549.00	.00	.00	

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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

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AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101960500 - PDO REVENUE, LOCAL GOV

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
14997			MOU/CONTRACTS				
1 /23	09/20/22	12			6,455,773.00		POSTED FROM BUDGET SYSTEM
TOTAL			MOU/CONTRACTS		6,455,773.00	.00	.00
TOTAL			PDO REVENUE, LOCAL GOV		6,455,773.00	.00	.00

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

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AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101960590 - PROJ PARA GRANT REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
14997			MOU/CONTRACTS				
1 /23	09/20/22	12			65,000.00		
TOTAL			MOU/CONTRACTS		65,000.00	.00	.00 POSTED FROM BUDGET SYSTEM
TOTAL			PROJ PARA GRANT REVENUE		65,000.00	.00	.00

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ESU COORDINATING COUNCIL
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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101990100 - ADMIN LOCAL SALES REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			.00		POSTED FROM BUDGET SYSTEM
TOTAL			INVOICED REVENUE		.00	.00	.00
15690			REFUNDS				
1 /23	09/20/22	12			.00		POSTED FROM BUDGET SYSTEM
TOTAL			REFUNDS		.00	.00	.00
TOTAL			ADMIN LOCAL SALES REVENUE		.00	.00	.00

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 REVENUE TRANSACTION ANALYSIS

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 AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='1'
 ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
 ORG UNIT - 01101990300 - COOP LOCAL SALES REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			.00		POSTED FROM BUDGET SYSTEM
TOTAL			INVOICED REVENUE		.00	.00	.00
12400			ADMIN FEES				
1 /23	09/20/22	12			410,000.00		POSTED FROM BUDGET SYSTEM
1 /23	09/21/22	24				2,147.30	.00 COOP IMAGINE LEARNING
1 /23	09/21/22	24				12,540.54	.00 COOP SYSCO ADMIN FEE
1 /23	09/21/22	24				8.26	.00 COOP HUSQVARNA ADMN FEE
1 /23	09/21/22	24				849.74	.00 COOP KYOCERA ADMN FEE
1 /23	09/22/22	24				135.14	.00 COOP SOFTCHOICE ADMN FEE
1 /23	09/30/22	24				4,570.06	.00 COOP INTERLINE ADMN FEE
1 /23	09/30/22	24				9,406.74	.00 COOP POWERSCHOOL ADMN FEE
TOTAL			ADMIN FEES		410,000.00	29,657.78	.00
15690			REFUNDS				
1 /23	09/20/22	12			.00		POSTED FROM BUDGET SYSTEM
TOTAL			REFUNDS		.00	.00	.00
TOTAL			COOP LOCAL SALES REVENUE		410,000.00	29,657.78	.00

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REVENUE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101990400 - SRS LOCAL SALES REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
15690	REFUNDS						
1 /23	09/20/22	12			.00		POSTED FROM BUDGET SYSTEM
TOTAL	REFUNDS				.00	.00	.00
TOTAL	SRS LOCAL SALES REVENUE				.00	.00	.00

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101990500 - PDO LOCAL SALES REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
15690			REFUNDS				
1 /23	09/20/22	12			.00		POSTED FROM BUDGET SYSTEM
TOTAL			REFUNDS		.00	.00	
TOTAL			PDO LOCAL SALES REVENUE		.00	.00	

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101990620 - BL DEC LOCAL SALES REVENU

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
15690			REFUNDS				
1 /23	09/20/22	12			.00		POSTED FROM BUDGET SYSTEM
TOTAL			REFUNDS		.00	.00	
TOTAL			BL DEC LOCAL SALES REVENU		.00	.00	

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REVENUE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01103575570 - PDO INNOV GRANT REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
14995			GRANT REVENUE				
1 /23	09/20/22	12			.00		POSTED FROM BUDGET SYSTEM
TOTAL			GRANT REVENUE		.00	.00	
TOTAL			PDO INNOV GRANT REVENUE		.00	.00	

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01103990100 - ADMN STATE APPROPRIATIONS

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
13990			STATE APPROPRIATIONS				
	1 /23		09/20/22 12		266,646.00		
	1 /23		09/30/22 24			266,646.00	POSTED FROM BUDGET SYSTEM
TOTAL			STATE APPROPRIATIONS		266,646.00	266,646.00	.00 ADMN CORE SERVICES FUNDS
TOTAL			ADMN STATE APPROPRIATIONS		266,646.00	266,646.00	.00

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01103990620 - BL DEC STATE APPROPRIATIO

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
13990			STATE APPROPRIATIONS				
1 /23	09/20/22	12			281,654.00		
1 /23	09/30/22	24				281,654.00	POSTED FROM BUDGET SYSTEM
TOTAL			STATE APPROPRIATIONS		281,654.00	281,654.00	.00 DISTANCE EDUCATION FUNDS
TOTAL			BL DEC STATE APPROPRIATIO		281,654.00	281,654.00	.00

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REVENUE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01109000100 - ADMN REVENUE, FLOW THROUG

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			10,000.00		
TOTAL			INVOICED REVENUE		10,000.00	.00	.00 POSTED FROM BUDGET SYSTEM
TOTAL			ADMN REVENUE, FLOW THROUG		10,000.00	.00	.00

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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01109000200 - PS FLOW THROUGH

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			15,000.00		POSTED FROM BUDGET SYSTEM
TOTAL			INVOICED REVENUE		15,000.00	.00	.00
TOTAL			PS FLOW THROUGH		15,000.00	.00	.00

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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01109000300 - COOP REVENUE, FLOW THROUG

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			10,000.00		
TOTAL			INVOICED REVENUE		10,000.00	.00	.00 POSTED FROM BUDGET SYSTEM
TOTAL			COOP REVENUE, FLOW THROUG		10,000.00	.00	.00

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REVENUE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01109000400 - SRS REVENUE, FLOW THROUGH

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			10,000.00		POSTED FROM BUDGET SYSTEM
TOTAL			INVOICED REVENUE		10,000.00	.00	.00
TOTAL			SRS REVENUE, FLOW THROUGH		10,000.00	.00	.00

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REVENUE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01109000500 - PDO REVENUE, FLOW THROUGH

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			20,000.00		POSTED FROM BUDGET SYSTEM
TOTAL			INVOICED REVENUE		20,000.00	.00	.00
TOTAL			PDO REVENUE, FLOW THROUGH		20,000.00	.00	.00

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REVENUE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01109000560 - PDO CRISIS REVENUE FLOW T

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			15,000.00		
TOTAL			INVOICED REVENUE		15,000.00	.00	.00 POSTED FROM BUDGET SYSTEM
TOTAL			PDO CRISIS REVENUE FLOW T		15,000.00	.00	.00

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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01109000600 - BL IMAT REVENUE, FLOW THR

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			40,000.00		
TOTAL			INVOICED REVENUE		40,000.00	.00	.00 POSTED FROM BUDGET SYSTEM
TOTAL			BL IMAT REVENUE, FLOW THR		40,000.00	.00	.00

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REVENUE TRANSACTION ANALYSIS

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SELECTION CRITERIA: transact.yr='23' and transact.period='1'
ACCOUNTING PERIOD: 1/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01109000620 - BL DEC REVENUE, FLOW THRO

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990			INVOICED REVENUE				
1 /23	09/20/22	12			15,000.00		POSTED FROM BUDGET SYSTEM
TOTAL			INVOICED REVENUE		15,000.00	.00	.00
TOTAL			BL DEC REVENUE, FLOW THRO		15,000.00	.00	.00
TOTAL			GENERAL FUND		10,369,140.00	750,266.96	.00
TOTAL REPORT					10,369,140.00	750,266.96	.00

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ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.yr='23' and transact.period='3'
 ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	16567	11/17/22	1098	AESA	01202800300	20580	COOP AEPA MTG REGIS	0.00	1,200.00
09000	16568	11/17/22	1638	AIMEE MUEHLING	01202580200	20320	PS CONTRACT SERVICE	0.00	4,212.00
09000	16569	11/17/22	1552	AINSWORTH STAR JOUR	01202310100	20540	ADMN MEETING NOTICE	0.00	6.98
09000	16570	11/17/22	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	106.25
09000	16570	11/17/22	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	261.25
09000	16570	11/17/22	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE RIEMBUR	0.00	198.75
09000	16570	11/17/22	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	130.00
09000	16570	11/17/22	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	226.25
TOTAL CHECK								0.00	922.50
09000	16571	11/17/22	1050	BISHOP BUSINESS	01202530100	20550	ADMN PRINTING EXPEN	0.00	34.20
09000	16571	11/17/22	1050	BISHOP BUSINESS	01202530400	20550	SRS PRINTING EXPENS	0.00	11.40
09000	16571	11/17/22	1050	BISHOP BUSINESS	01202530100	20550	ADMN PRINTING EXPEN	0.00	53.85
09000	16571	11/17/22	1050	BISHOP BUSINESS	01202530400	20550	SRS PRINTING EXPENS	0.00	17.95
09000	16571	11/17/22	1050	BISHOP BUSINESS	01202580100	20650	ADMN LASERFICHE SOF	0.00	1,603.76
09000	16571	11/17/22	1050	BISHOP BUSINESS	01202580300	20650	COOP LASERFICHE SOF	0.00	2,405.64
09000	16571	11/17/22	1050	BISHOP BUSINESS	01202580400	20650	SRS LASERFICHE SOF	0.00	3,207.48
09000	16571	11/17/22	1050	BISHOP BUSINESS	01202580600	20650	IMAT LASERFICHE SOF	0.00	801.88
09000	16571	11/17/22	1050	BISHOP BUSINESS	01202580620	20650	DEC LASERFICHE SOFT	0.00	1,603.76
09000	16571	11/17/22	1050	BISHOP BUSINESS	01202580200	20650	PS LASERFICHE SOFTW	0.00	3,207.48
TOTAL CHECK								0.00	12,947.40
09000	16572	11/17/22	1061	DEB HERICKS	01202250560	20580	CRISIS TRAVEL/MEALS	0.00	53.43
09000	16572	11/17/22	1061	DEB HERICKS	01202250560	20333	CRISIS MILEAGE REIM	0.00	223.75
TOTAL CHECK								0.00	277.18
09000	16573	11/17/22	1725	EIDE BAILLY	01202510100	20315	ADMN AUDIT FY22	0.00	1,440.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510300	20315	COOP AUDIT FY22	0.00	1,720.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510400	20315	SRS AUDIT FY22	0.00	280.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510600	20315	IMAT AUDIT FY22	0.00	140.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510620	20315	DEC AUDIT FY22	0.00	140.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510200	20315	PS AUDIT FY22	0.00	280.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510100	20315	ADMN AUDIT FY22	0.00	1,440.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510300	20315	COOP AUDIT FY22	0.00	1,720.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510400	20315	SRS AUDIT FY22	0.00	280.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510600	20315	IMAT AUDIT FY22	0.00	140.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510620	20315	DEC AUDIT FY22	0.00	140.00
09000	16573	11/17/22	1725	EIDE BAILLY	01202510200	20315	PS AUDIT FY22	0.00	280.00
TOTAL CHECK								0.00	8,000.00
09000	16574	11/17/22	1057	ESU 3	01202320100	20580	ADMN MEETING EXPENS	0.00	232.00
09000	16574	11/17/22	1057	ESU 3	01202320100	20580	ADMN MEETING EXPENS	0.00	406.25
09000	16574	11/17/22	1057	ESU 3	01202610100	20440	ADMN RENT OMAHA	0.00	265.95
09000	16574	11/17/22	1057	ESU 3	01202610300	20440	COOP RENT OMAHA	0.00	90.53
09000	16574	11/17/22	1057	ESU 3	01202610400	20440	SRS RENT OMAHA	0.00	1,505.15
09000	16574	11/17/22	1057	ESU 3	01202610600	20440	IMAT RENT OMAHA	0.00	130.14
09000	16574	11/17/22	1057	ESU 3	01202610620	20440	DEC RENT OMAHA	0.00	463.99
09000	16574	11/17/22	1057	ESU 3	01202610200	20440	PS RENT OMAHA	0.00	90.53
TOTAL CHECK								0.00	3,184.54

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 CHECK REGISTER - BY FUND

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 ACCTPA21

SELECTION CRITERIA: transact.yr='23' and transact.period='3'
 ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	16575	11/17/22	1151	ESU 7	01202580100	20530	ADMN MIFI UNIT, 1 Y	0.00	480.12
09000	16576	11/17/22	1067	ESU 10	01202320100	20580	ADMN MEETING EXPENS	0.00	682.50
09000	16576	11/17/22	1067	ESU 10	01202800500	20330	PD PROF DEV MEETING	0.00	2,843.00
09000	16576	11/17/22	1067	ESU 10	01202250510	20330	PD NOC MEETING	0.00	228.40
09000	16576	11/17/22	1067	ESU 10	01202250540	20330	PD TLT MEETING	0.00	304.60
09000	16576	11/17/22	1067	ESU 10	01202250520	20330	PD SDA MEETING	0.00	846.44
09000	16576	11/17/22	1067	ESU 10	01202580100	20320	ADMN SIMPL PROGRAMM	0.00	425.00
09000	16576	11/17/22	1067	ESU 10	01202580100	20320	ADMN SIMPL PROGRAMM	0.00	595.00
TOTAL CHECK								0.00	5,924.94
09000	16577	11/17/22	1108	ESU 11	01202610300	20440	COOP RENT HOLDREGE	0.00	771.00
09000	16578	11/17/22	1064	ESU 17	01202610300	20440	COOP RENT AINSWORTH	0.00	608.00
09000	16578	11/17/22	1064	ESU 17	01202510100	20315	ADMN FISCAL AGENT F	0.00	300.00
09000	16578	11/17/22	1064	ESU 17	01202320100	20110	ADMN EXEC DIR SALAR	0.00	8,785.52
09000	16578	11/17/22	1064	ESU 17	01202800100	20110	ADMN STAFF SALARIES	0.00	5,035.39
09000	16578	11/17/22	1064	ESU 17	01202320300	20110	COOP EXEC DIR SALAR	0.00	905.72
09000	16578	11/17/22	1064	ESU 17	01202800300	20110	COOP STAFF SALARIES	0.00	20,120.10
09000	16578	11/17/22	1064	ESU 17	01202320620	20110	DEC EXEC DIR SALARI	0.00	6,340.06
09000	16578	11/17/22	1064	ESU 17	01202580620	20110	DEC TECH SALARIES	0.00	6,483.75
09000	16578	11/17/22	1064	ESU 17	01202800620	20110	DEC STAFF SALARIES	0.00	10,009.96
09000	16578	11/17/22	1064	ESU 17	01202320600	20110	IMAT EXEC DIR SALAR	0.00	1,086.87
09000	16578	11/17/22	1064	ESU 17	01202800600	20110	IMAT STAFF SALARIES	0.00	6,006.34
09000	16578	11/17/22	1064	ESU 17	01202320400	20110	SRS EXEC DIR SALARI	0.00	996.30
09000	16578	11/17/22	1064	ESU 17	01202580400	20110	SRS TECH SALARIES	0.00	6,483.75
09000	16578	11/17/22	1064	ESU 17	01202800400	20110	SRS STAFF SALARIES	0.00	25,879.11
09000	16578	11/17/22	1064	ESU 17	01202250560	20110	CRISIS STAFF SALARI	0.00	672.13
09000	16578	11/17/22	1064	ESU 17	01202800200	20110	PS STAFF SALARIES	0.00	25,485.75
09000	16578	11/17/22	1064	ESU 17	01202800590	20110	PROJ PARA SALARIES	0.00	4,584.76
09000	16578	11/17/22	1064	ESU 17	01202320100	20220	ADMN EXEC DIR SS/ME	0.00	126.80
09000	16578	11/17/22	1064	ESU 17	01202800100	20220	ADMN STAFF SS/MEDIC	0.00	322.24
09000	16578	11/17/22	1064	ESU 17	01202320300	20220	COOP EXEC DIR SS/ME	0.00	13.07
09000	16578	11/17/22	1064	ESU 17	01202800300	20220	COOP STAFF SS/MEDIC	0.00	1,198.19
09000	16578	11/17/22	1064	ESU 17	01202320620	20220	DEC EXEC DIR SS/MED	0.00	91.51
09000	16578	11/17/22	1064	ESU 17	01202580620	20220	DEC TECH SS/MEDICAR	0.00	424.73
09000	16578	11/17/22	1064	ESU 17	01202800620	20220	DEC STAFF SS/MEDICA	0.00	695.92
09000	16578	11/17/22	1064	ESU 17	01202320600	20220	IMAT EXEC DIR SS/ME	0.00	15.69
09000	16578	11/17/22	1064	ESU 17	01202800600	20220	IMAT STAFF SS/MEDIC	0.00	434.26
09000	16578	11/17/22	1064	ESU 17	01202320400	20220	SRS EXEC DIR SS/MED	0.00	14.38
09000	16578	11/17/22	1064	ESU 17	01202580400	20220	SRS TECH SS/MEDICAR	0.00	424.73
09000	16578	11/17/22	1064	ESU 17	01202800400	20220	SRS STAFF SS/MEDICA	0.00	1,842.17
09000	16578	11/17/22	1064	ESU 17	01202250560	20220	CRISIS STAFF SS/MED	0.00	45.15
09000	16578	11/17/22	1064	ESU 17	01202800200	20220	PS STAFF SS/MEDICAR	0.00	1,775.42
09000	16578	11/17/22	1064	ESU 17	01202800590	20220	PROJ PARA SS/MEDICA	0.00	335.08
09000	16578	11/17/22	1064	ESU 17	01202320100	20230	ADMN EXEC DIR RETIR	0.00	866.27
09000	16578	11/17/22	1064	ESU 17	01202800100	20230	ADMN STAFF RETIREME	0.00	497.39
09000	16578	11/17/22	1064	ESU 17	01202320300	20230	COOP EXEC DIR RETIR	0.00	89.31
09000	16578	11/17/22	1064	ESU 17	01202800300	20230	COOP STAFF RETIREME	0.00	1,987.42
09000	16578	11/17/22	1064	ESU 17	01202320620	20230	DEC EXEC DIR RETIRE	0.00	625.15
09000	16578	11/17/22	1064	ESU 17	01202580620	20230	DEC TECH RETIREMENT	0.00	640.45

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09000	16578	11/17/22	1064	ESU 17	01202800620	20230	DEC STAFF RETIREMEN	0.00	988.77
09000	16578	11/17/22	1064	ESU 17	01202320600	20230	IMAT EXEC DIR RETIR	0.00	107.17
09000	16578	11/17/22	1064	ESU 17	01202800600	20230	IMAT STAFF RETIREME	0.00	593.29
09000	16578	11/17/22	1064	ESU 17	01202320400	20230	SRS EXEC DIR RETIRE	0.00	98.24
09000	16578	11/17/22	1064	ESU 17	01202580400	20230	SRS TECH RETIREMENT	0.00	640.45
09000	16578	11/17/22	1064	ESU 17	01202800400	20230	SRS STAFF RETIREMEN	0.00	2,556.28
09000	16578	11/17/22	1064	ESU 17	01202250560	20230	CRISIS STAFF RETIRE	0.00	66.39
09000	16578	11/17/22	1064	ESU 17	01202800200	20230	PS STAFF RETIREMENT	0.00	2,517.43
09000	16578	11/17/22	1064	ESU 17	01202800590	20230	PROJ PARA RETIREMEN	0.00	452.87
09000	16578	11/17/22	1064	ESU 17	01202320100	20270	ADMN EXEC DIR WORK	0.00	35.08
09000	16578	11/17/22	1064	ESU 17	01202800100	20270	ADMN STAFF WORK COM	0.00	20.16
09000	16578	11/17/22	1064	ESU 17	01202320300	20270	COOP EXEC DIR WORK	0.00	3.62
09000	16578	11/17/22	1064	ESU 17	01202800300	20270	COOP STAFF WORK COM	0.00	80.50
09000	16578	11/17/22	1064	ESU 17	01202320620	20270	DEC EXEC DIR WORK C	0.00	25.32
09000	16578	11/17/22	1064	ESU 17	01202580620	20270	DEC TECH WORK COMP	0.00	25.92
09000	16578	11/17/22	1064	ESU 17	01202800620	20270	DEC STAFF WORK COMP	0.00	40.03
09000	16578	11/17/22	1064	ESU 17	01202320600	20270	IMAT EXEC DIR WORK	0.00	4.34
09000	16578	11/17/22	1064	ESU 17	01202800600	20270	IMAT STAFF WORK COM	0.00	24.04
09000	16578	11/17/22	1064	ESU 17	01202320400	20270	SRS EXEC DIR WORK C	0.00	3.98
09000	16578	11/17/22	1064	ESU 17	01202580400	20270	SRS TECH WORK COMP	0.00	25.92
09000	16578	11/17/22	1064	ESU 17	01202800400	20270	SRS STAFF WORK COMP	0.00	103.55
09000	16578	11/17/22	1064	ESU 17	01202250560	20270	CRISIS STAFF WORK C	0.00	2.69
09000	16578	11/17/22	1064	ESU 17	01202800200	20270	PS STAFF WORK COMP	0.00	101.94
09000	16578	11/17/22	1064	ESU 17	01202800590	20270	PROJ PARA WORK COMP	0.00	18.35
09000	16578	11/17/22	1064	ESU 17	01202800620	20290	DEC STAFF WAGE WORK	0.00	5.60
09000	16578	11/17/22	1064	ESU 17	01202800600	20290	IMAT STAFF WAGE WOR	0.00	1.40
09000	16578	11/17/22	1064	ESU 17	01202800200	20290	PS STAFF WAGE WORKS	0.00	7.00
09000	16578	11/17/22	1064	ESU 17	01202580300	20530	COOP PHONE AINSWORT	0.00	84.00
09000	16578	11/17/22	1064	ESU 17	01202610300	20520	COOP INSURANCE/BOND	0.00	32.00
09000	16578	11/17/22	1064	ESU 17	01202530300	20550	COOP COPIER/PRINTIN	0.00	17.50
TOTAL	CHECK							0.00	150,932.67
09000	16579	11/17/22	1399	HOLIDAY INN DOWNTOW	01202800300	20580	COOP TRAVEL/LODGING	0.00	670.00
09000	16580	11/17/22	1384	HOLIDAY INN EXPRESS	01202800300	20580	COOP TRAVEL/LODGING	0.00	96.00
09000	16581	11/17/22	1344	HOLIDAY INN KEARNEY	01202250560	20580	CRISIS TRAVEL/LODGI	0.00	239.90
09000	16582	11/17/22	1084	HOLIDAY INN EXPRESS	01202800400	20580	SRS TRAVEL/LODGING	0.00	96.00
09000	16583	11/17/22	1153	INFOBASE LEARNING	01202520300	20900	COOP LEARN360, KENE	0.00	305.76
09000	16584	11/17/22	1712	INSTRUCTIONAL COACH	01202250520	20330	SDA MEETING MATERIA	0.00	1,701.00
09000	16585	11/17/22	1397	JOURNEYED.COM INC.	01203500500	20320	GEER SERVER SOFTWARE	0.00	11,069.28
09000	16586	11/17/22	1503	KRAIG LOFQUIST	01202320100	20580	ADMN MILEAGE REIMBU	0.00	402.50
09000	16587	11/17/22	1069	LINCOLN PUBLIC SCHO	01202250510	20330	NOC PROF DEV TRAINI	0.00	675.40
09000	16588	11/17/22	1042	NE COUNCIL OF SCHOO	01202310100	20810	COOP PRINCIPAL CONF	0.00	25.00

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09000	16589	11/17/22	1502	NEBRASKA DEPARTMENT	01203500500	20320	GEER STEADFAST CHAR	0.00	121.87
09000	16590	11/17/22	1640	NICOLE MULLER	01202580200	20320	PS CONTRACT SERVICE	0.00	5,122.00
09000	16591	11/17/22	1505	OVERDRIVE INC	01202520600	20900	IMAT SORA RENEWAL	0.00	4,500.00
09000	16592	11/17/22	1633	PERRY, GUTHERY, HAA	01202330100	20317	ADMN LEGAL SERVICE	0.00	397.66
09000	16592	11/17/22	1633	PERRY, GUTHERY, HAA	01202330300	20317	COOP LEGAL SERVICE	0.00	474.98
09000	16592	11/17/22	1633	PERRY, GUTHERY, HAA	01202330400	20317	SRS LEGAL SERVICE	0.00	77.32
09000	16592	11/17/22	1633	PERRY, GUTHERY, HAA	01202330600	20317	IMAT LEGAL SERVICE	0.00	38.66
09000	16592	11/17/22	1633	PERRY, GUTHERY, HAA	01202330620	20317	DEC LEGAL SERVICE	0.00	38.66
09000	16592	11/17/22	1633	PERRY, GUTHERY, HAA	01202330200	20317	PS LEGAL SERVICE	0.00	77.32
TOTAL CHECK								0.00	1,104.60
09000	16593	11/17/22	1657	POWERSCHOOL GROUP L	01202580200	20320	PS SIS SUPPORT/MAIN	0.00	18,236.46
09000	16594	11/17/22	1076	PRISCILLA QUINTANA	01202800300	20333	COOP MILEAGE REIMBU	0.00	175.63
09000	16594	11/17/22	1076	PRISCILLA QUINTANA	01202800100	20333	ADMN MILEAGE REIMBU	0.00	175.62
09000	16594	11/17/22	1076	PRISCILLA QUINTANA	01202800300	20580	COOP TRAVEL/MEALS	0.00	13.31
09000	16594	11/17/22	1076	PRISCILLA QUINTANA	01202800100	20580	ADMN TRAVEL/MEALS	0.00	13.30
TOTAL CHECK								0.00	377.86
09000	16595	11/17/22	1553	ROCK COUNTY LEADER	01202310100	20540	ADMN MEETING NOTICE	0.00	6.98
09000	16596	11/17/22	1086	SCOTT ISAACSON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	60.00
09000	16596	11/17/22	1086	SCOTT ISAACSON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	231.25
09000	16596	11/17/22	1086	SCOTT ISAACSON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	59.37
TOTAL CHECK								0.00	350.62
09000	16597	11/17/22	1442	SECURLY	01202520300	20900	COOP SECURLY RENEWA	0.00	921.20
09000	16597	11/17/22	1442	SECURLY	01202520300	20900	COOP SECURLY RENEWA	0.00	428.75
09000	16597	11/17/22	1442	SECURLY	01202520300	20900	COOP SECURLY RENEWA	0.00	940.80
TOTAL CHECK								0.00	2,290.75
09000	16598	11/17/22	1554	SPRINGVIEW HERALD	01202310100	20540	ADMN MEETING NOTICE	0.00	7.95
09000	16599	11/17/22	1634	TREVOR PASCHALL	01202800400	20580	SRS TRAVEL/MEALS	0.00	17.07
09000	16599	11/17/22	1634	TREVOR PASCHALL	01202800400	20333	SRS MILEAGE REIMBUR	0.00	350.31
TOTAL CHECK								0.00	367.38
09000	16600	11/17/22	1555	VALENTINE MIDLAND N	01202310100	20540	ADMN MEETING NOTICE	0.00	6.98
09000	16601	11/17/22	1038	WORLD BOOK	01202520300	20900	COOP RENEWAL	0.00	294.50
09000	16601	11/17/22	1038	WORLD BOOK	01202520300	20900	COOP RENEWAL	0.00	221.34
TOTAL CHECK								0.00	515.84
09000	16602	11/17/22	1667	X-EQT, LLC	01203500570	20320	INNOV PROJ MANAGEME	0.00	525.00
09000	16602	11/17/22	1667	X-EQT, LLC	01203500570	20320	INNOV APP DEVELOPME	0.00	6,150.00
TOTAL CHECK								0.00	6,675.00
09000	16603	11/17/22	1190	AINSWORTH COMMUNITY	01202250560	20330	WRIGHT SAFETY SUMMI	0.00	350.00
09000	16603	11/17/22	1190	AINSWORTH COMMUNITY	01202250560	20330	RIESEN SAFETY SUMMI	0.00	350.00

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09000	16603	11/17/22	1190	AINSWORTH COMMUNITY	01202250560	20330	SCHLUETER SAFETY SU	0.00	350.00
TOTAL CHECK								0.00	1,050.00
09000	16604	11/17/22	1269	ALLIANCE PUBLIC SCH	01202250560	20330	BAILEY SAFETY SUMMI	0.00	350.00
09000	16604	11/17/22	1269	ALLIANCE PUBLIC SCH	01202250560	20330	STEIN SAFETY SUMMIT	0.00	350.00
09000	16604	11/17/22	1269	ALLIANCE PUBLIC SCH	01202250560	20330	MACH SAFETY SUMMIT	0.00	350.00
09000	16604	11/17/22	1269	ALLIANCE PUBLIC SCH	01202250560	20330	JAMES SAFETY SUMMIT	0.00	350.00
TOTAL CHECK								0.00	1,400.00
09000	16605	11/17/22	1282	ANSLEY PUBLIC SCHOO	01202250560	20330	FERNAU SAFETY SUMMI	0.00	350.00
09000	16605	11/17/22	1282	ANSLEY PUBLIC SCHOO	01202250560	20330	OLSON SAFETY SUMMIT	0.00	350.00
TOTAL CHECK								0.00	700.00
09000	16606	11/17/22	1280	ESU 6	01202250560	20330	SKRETTA SAFETY SUMM	0.00	350.00
09000	16607	11/17/22	1149	ESU 4	01202250560	20330	BROADY SAFETY SUMMI	0.00	350.00
09000	16608	11/17/22	1713	FAITH CHRISTIAN SCH	01202250560	20330	PETERSON SAFETY SUM	0.00	350.00
09000	16609	11/17/22	1089	FALLS CITY PUBLIC S	01202250560	20330	SULLIVAN SAFETY SUM	0.00	350.00
09000	16609	11/17/22	1089	FALLS CITY PUBLIC S	01202250560	20330	HECKENLIVELY SAFETY	0.00	350.00
TOTAL CHECK								0.00	700.00
09000	16610	11/17/22	1714	FULLERTON PUBLIC SC	01202250560	20330	ANDERSON SAFETY SUM	0.00	350.00
09000	16610	11/17/22	1714	FULLERTON PUBLIC SC	01202250560	20330	CARLSON SAFETY SUMM	0.00	350.00
09000	16610	11/17/22	1714	FULLERTON PUBLIC SC	01202250560	20330	BURENHEIDE SAFETY S	0.00	350.00
09000	16610	11/17/22	1714	FULLERTON PUBLIC SC	01202250560	20330	SABATA SAFETY SUMMI	0.00	350.00
09000	16610	11/17/22	1714	FULLERTON PUBLIC SC	01202250560	20330	WETOVICK SAFETY SUM	0.00	350.00
TOTAL CHECK								0.00	1,750.00
09000	16611	11/17/22	1368	GIBBON PUBLIC SCHOO	01202250560	20330	FISHER SAFETY SUMMI	0.00	350.00
09000	16611	11/17/22	1368	GIBBON PUBLIC SCHOO	01202250560	20330	YOCKEY SAFETY SUMMI	0.00	350.00
09000	16611	11/17/22	1368	GIBBON PUBLIC SCHOO	01202250560	20330	BURMOOD SAFETY SUMM	0.00	350.00
09000	16611	11/17/22	1368	GIBBON PUBLIC SCHOO	01202250560	20330	STALL SAFETY SUMMIT	0.00	350.00
09000	16611	11/17/22	1368	GIBBON PUBLIC SCHOO	01202250560	20330	MONTGOMERY SAFETY S	0.00	350.00
TOTAL CHECK								0.00	1,750.00
09000	16612	11/17/22	1092	KEARNEY PUBLIC SCHO	01202250560	20330	ENDORF SAFETY SUMMI	0.00	350.00
09000	16613	11/17/22	1183	NORFOLK PUBLIC SCHO	01202250560	20330	VIERGUTZ SAFETY SUM	0.00	350.00
09000	16613	11/17/22	1183	NORFOLK PUBLIC SCHO	01202250560	20330	LICHTENBERG SAFETY	0.00	350.00
09000	16613	11/17/22	1183	NORFOLK PUBLIC SCHO	01202250560	20330	TIETZ SAFETY SUMMIT	0.00	350.00
09000	16613	11/17/22	1183	NORFOLK PUBLIC SCHO	01202250560	20330	BERANEK SAFETY SUMM	0.00	350.00
09000	16613	11/17/22	1183	NORFOLK PUBLIC SCHO	01202250560	20330	HOPKINS SAFETY SUMM	0.00	350.00
TOTAL CHECK								0.00	1,750.00
09000	16614	11/17/22	1347	SCOTTSBLUFF HIGH SC	01202250560	20330	TODD SAFETY SUMMIT	0.00	350.00
09000	16614	11/17/22	1347	SCOTTSBLUFF HIGH SC	01202250560	20330	HUCK SAFETY SUMMIT	0.00	350.00
09000	16614	11/17/22	1347	SCOTTSBLUFF HIGH SC	01202250560	20330	BLANCO SAFETY SUMMI	0.00	350.00
09000	16614	11/17/22	1347	SCOTTSBLUFF HIGH SC	01202250560	20330	DE LOS SANTOS SAFET	0.00	350.00
TOTAL CHECK								0.00	1,400.00

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09000	16615	11/17/22	1715	TWIN RIVER PUBLIC S	01202250560	20330	SCHAPMANN SAFETY SU	0.00	350.00
09000	16616	11/17/22	1377	WOOD RIVER SCHOOLS	01202250560	20330	ZESSIN SAFETY SUMMI	0.00	350.00
09000	16616	11/17/22	1377	WOOD RIVER SCHOOLS	01202250560	20330	SHEEKS SAFETY SUMMI	0.00	350.00
09000	16616	11/17/22	1377	WOOD RIVER SCHOOLS	01202250560	20330	KLANECKY SAFETY SUM	0.00	350.00
09000	16616	11/17/22	1377	WOOD RIVER SCHOOLS	01202250560	20330	MARTIN SAFETY SUMMI	0.00	350.00
09000	16616	11/17/22	1377	WOOD RIVER SCHOOLS	01202250560	20330	HIRCHERT SAFETY SUM	0.00	350.00
TOTAL CHECK								0.00	1,750.00
09000	16617	11/17/22	1716	SOUTH CENTRAL USD 5	01202250560	20330	KENNEDY SAFETY SUMM	0.00	350.00
09000	16618	11/17/22	1652	ARCADIA PUBLIC SCHO	01202250560	20330	BAUER SAFETY SUMMIT	0.00	350.00
09000	16618	11/17/22	1652	ARCADIA PUBLIC SCHO	01202250560	20330	CONNER SAFETY SUMMI	0.00	350.00
TOTAL CHECK								0.00	700.00
09000	16619	11/17/22	1121	YORK PUBLIC SCHOOLS	01202250560	20330	BARTHOLOMEW SAFETY	0.00	350.00
09000	16620	11/17/22	1717	MILLARD WEST HIGH S	01202250560	20330	GRIMMINGER SAFETY S	0.00	350.00
09000	16621	11/17/22	1718	RAVENNA PUBLIC SCHO	01202250560	20330	KJAR SAFETY SUMMIT	0.00	350.00
09000	16622	11/17/22	1286	NORRIS PUBLIC SCHOO	01202250560	20330	JOEL SAFETY SUMMIT	0.00	350.00
09000	16623	11/17/22	1157	BAYARD PUBLIC SCHOO	01202250560	20330	STUART SAFETY SUMMI	0.00	350.00
09000	16624	11/17/22	1719	KENESAW PUBLIC SCHO	01202250560	20330	ROE SAFETY SUMMIT	0.00	350.00
09000	16625	11/17/22	1720	GOTHENBURG PUBLIC S	01202250560	20330	RICHESON SAFETY SUM	0.00	350.00
09000	16625	11/17/22	1720	GOTHENBURG PUBLIC S	01202250560	20330	MROCEK SAFERTY SUM	0.00	350.00
09000	16625	11/17/22	1720	GOTHENBURG PUBLIC S	01202250560	20330	STEVENS SAFETY SUMM	0.00	350.00
09000	16625	11/17/22	1720	GOTHENBURG PUBLIC S	01202250560	20330	KINCHELOE SAFETY SU	0.00	350.00
TOTAL CHECK								0.00	1,400.00
09000	16626	11/17/22	1295	BEATRICE PUBLIC SCH	01202250560	20330	JANSSEN SAFETY SUMM	0.00	350.00
09000	16626	11/17/22	1295	BEATRICE PUBLIC SCH	01202250560	20330	HAAKE SAFETY SUMMIT	0.00	350.00
09000	16626	11/17/22	1295	BEATRICE PUBLIC SCH	01202250560	20330	LAUENSTEIN SAFETY S	0.00	350.00
09000	16626	11/17/22	1295	BEATRICE PUBLIC SCH	01202250560	20330	NESBITT SAFETY SUMM	0.00	350.00
09000	16626	11/17/22	1295	BEATRICE PUBLIC SCH	01202250560	20330	VOGEL SAFETY SUMMIT	0.00	350.00
TOTAL CHECK								0.00	1,750.00
09000	16627	11/17/22	1138	MITCHELL JR./SR. HI	01202250560	20330	SPLICHAL SAFETY SUM	0.00	350.00
09000	16627	11/17/22	1138	MITCHELL JR./SR. HI	01202250560	20330	KEARNS SAFTEY SUMMI	0.00	350.00
TOTAL CHECK								0.00	700.00
09000	16628	11/17/22	1069	LINCOLN PUBLIC SCHO	01202250560	20330	WRIGHT SAFETY SUMMI	0.00	350.00
09000	16629	11/17/22	1721	SUMMERLAND PUBLIC S	01202250560	20330	FINKE SAFETY SUMMIT	0.00	350.00
09000	16630	11/17/22	1056	ESU 2	01202250560	20330	MASEK SAFETY SUMMIT	0.00	350.00
09000	16630	11/17/22	1056	ESU 2	01202250560	20330	KREIKEMEIER SAFETY	0.00	350.00
TOTAL CHECK								0.00	700.00

EFINANCE - POWERSCHOOL
 DATE: 11/09/2022
 TIME: 11:22:19

ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 7
 ACCTPA21

SELECTION CRITERIA: transact.yr='23' and transact.period='3'
 ACCOUNTING PERIOD: 2/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	16631	11/17/22	1722	LAUREL-CONCORD-COLE	01202250560	20330	SWANSON SAFETY SUMM	0.00	350.00
09000	16632	11/17/22	1723	ST. EDWARD PUBLIC S	01202250560	20330	OSBORN SAFETY SUMMI	0.00	350.00
09000	16633	11/17/22	1093	KIMBALL PUBLIC SCHO	01202250560	20330	READER SAFETY SUMMI	0.00	350.00
09000	16634	11/17/22	1724	MCCOOK PUBLIC SCHOO	01202250560	20330	CURL SAFETY SUMMIT	0.00	350.00
09000	16634	11/17/22	1724	MCCOOK PUBLIC SCHOO	01202250560	20330	MCGINLEY SAFETY SUM	0.00	350.00
TOTAL CHECK								0.00	700.00
09000	EFT00188	11/03/22	1209	CINCINNATI INSURANC	01202610100	20520	ADMN INSURANCE	0.00	1,001.00
09000	EFT00189	11/03/22	1209	CINCINNATI INSURANC	01202610100	20520	ADMIN INSURANCE	0.00	668.00
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202320100	20330	ADMN PRO DEV MATERI	0.00	623.75
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202320400	20330	SRS KNOWLEDGE HUT	0.00	399.00
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202250540	20330	TLT STICKER MULE	0.00	125.19
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580100	20320	ADMN WP	0.00	300.00
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580300	20320	COOP EQUAL LEVEL GO	0.00	360.00
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL EXPENSE	0.00	2,036.21
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202800300	20580	COOP TRAVEL EXPENSE	0.00	1,516.36
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202800620	20580	DEC TRAVEL EXPENSES	0.00	1,437.39
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202250620	20640	DEC PADDLE.NET	0.00	27.81
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580600	20650	IMAT PDF EMBEDDER	0.00	24.00
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580300	20650	COOP MAILCHIMP	0.00	50.15
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580400	20650	SRS ATLASSIN	0.00	10.00
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580620	20650	DEC STREAMYARD	0.00	240.00
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580200	20650	PS JITBIT	0.00	249.00
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580200	20650	PS GOOGLE SUITE	0.00	108.00
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580200	20650	PS ASANA	0.00	134.90
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580200	20650	PS JITBIT	0.00	249.00
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580100	20734	ADMN HARDWARE/MONIT	0.00	549.99
09000	EFT00190	11/17/22	1039	UNION BANK & TRUST	01202580400	20734	SRS HARDWARE/MONITO	0.00	376.24
TOTAL CHECK								0.00	8,816.99
TOTAL CASH ACCOUNT								0.00	278,460.45
TOTAL FUND								0.00	278,460.45
TOTAL REPORT								0.00	278,460.45

New Name	Information Services	Education Resources	Legal	Executive
	Technology	PDO/Student Services	Legislative (policies)/ COOP	Executive/Finance
	11:30-1:30 PM Central	1:45-2:45 PM Central	3:00-4:00 PM Central	4:15-5:15 PM Central
Bill Heimann, ESU 1 (2)	X			X Secretary
Ted DeTurk, ESU 2 (2)	X Chair	X		
Dan Schnoes, ESU 3 (2)			X	X President Elect
Gregg Robke, ESU 4 (2)	X		X	
Brenda McNiff, ESU 5 (2)	X	X - possible new Chair		
John Skretta, ESU 6 (1)			X Co-Chair	
Larianne Polk, ESU 7 (2)			X	X President
Corey Dahl, ESU 8 (1)	X			
Drew Harris, ESU 9 (1)		X		
Melissa Wheelock, ESU 10 (2)	X Vice Chair		X	
Greg Barnes, ESU 11 (2)		X	X Co-Chair	
Andrew Dick, ESU 13 (1)			X	
Paul Calvert, ESU 15 (2)			X	X Past President
Deb Paulman, ESU 16 (2)	X	X - Possible V.Chair		
Geraldine Erickson, ESU 17 (2)		X		X Treasurer
Sarah Salem, ESU 18 (1)		X		
Connie Wickham, ESU 19 (2)	X	X		
Membership (28)	8	8	8	5

ESUCC
Information Services Committee Meeting
Tuesday, November 15, 2022, 11:00 AM
ESU No. 3, 6949 South 110th Street, Omaha, NE 68128

Posted Locations:

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

Posted Date: 11/9/22

Attendance Taken at 10:59 AM.

Ted DeTurk (ESU 02):	Present
Gregg Robke (ESU 04):	Present
Dr John Skretta (ESU 06):	Present
Corey Dahl (ESU 08):	Present
Dr Melissa Wheelock (ESU 10):	Present
Paul Calvert (ESU 15):	Present
Deb Paulman (ESU 16):	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.

Closed Session:

The council may enter closed session during the meeting when it determines that doing so is appropriate and is authorized by the provisions of the Open Meetings Act.

Call to order at 11:00.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana, Scott Isaacson

2. Roll call

3. Agenda Item

3.1. GEER Fund Update

The Technology Director gave an update on the GEER funds. We are in the liquidation process of these funds. Currently, we are awaiting a payment from NDE. Robotics items have begun shipping and we have a few reports of them being received at schools in the last weeks. Back-ordered items will continue to be shipped through the early part of December. We are negotiating with the Governor's staff regarding the use of GEER II funds for additional robotics purchases.

3.2. Future Ready Digital Learning Collaborative (FRDLC)

The Technology Director gave an update on the Future Ready Digital Learning Collaborative (FRDLC). Proofpoint Security Awareness Training (PSAT) is a security awareness training and anti-phishing solution. An effectively statewide license has been purchased for Proofpoint for K-12 schools and ESUs. We are offering Proofpoint beginning this month to staff and students at ESUs and schools for participation. Participants will receive the software at no cost during 2022-2023, at ? cost (\$1.23 per staff member) during 2023-2024 and ? cost (\$2.46 per staff member) during 2024-2025. Through negotiation and cost savings, we aim to keep the cost near that level in future years. Sign up will start for participants during September, 2022. The original configuration of this platform was not friendly to tiered, or delegated administration for districts. The PSAT team showed me their new multi-tiered administration features last week and are enabling this on our instances. This will improve ESUs ability to assist and delegate administrative control to districts as best fits their individual needs, which will improve the overall experience and adoption of the product.

Duo Security is a multi-factor authentication solution which emerged as the leader from an ESU 3 and NOC selection process. Similar to Proofpoint, a fund to subsidize the purchase of Duo security for ESUs and districts is available up to \$300,000. A similar sustainability "ramp" and sign-up process is in progress. Final pricing and subsidy amounts will need to be determined based on the number of signups received.

3.3. Cybersecurity

The interlocal agreement for the Nebraska Cybersecurity Network has been reviewed by our legal team and is circulating for ESUs consideration. Rhonda and Andy Boell have created a web page for the network: <https://www.esucc.org/nebraska-cybersecurity-network/> including a frequently-asked questions section populated with questions from NOC members and answers.

The Nebraska Infrastructure Investment and Jobs Act cyber security grant committee continues to meet and define its work and processes. The web site <https://slcg.nebraska.gov/> has been created to provide information and updates on the process. The committee will meet again on December 8, 2022 to work through more details of the application and review process for sub-grant funds. Generally, we expect to begin receiving project applications in January, 2023 and for likely a 2-3 month window. First year funding could begin flowing to sub-grant recipients in the summer of 2023.

A lengthy discussion regarding the MOU for cybersecurity.

3.4. SIMPL Report

Nothing new to report.

Nothing new to report.

3.5. Staff Reports

3.5.1. Scott Isaacson

SRS The 504 features were released on November 1st, 2022. The ESPD affiliate met to discuss the new system and develop a presentation deck. Rita McKinney and Trevor Paschall have held 3 Zoom training sessions on the new features. There will be some changes to make to the 504 system as more people use it and find things which can make it work better and easier. It has been a positive experience for users so far. Our contractor X-Eqt continues work on the updated code and database for SRS. This work will be ongoing throughout this school year and will be released next summer. We made updates to SRS's ADVISER reporting system this year. Many of the errors our users experienced are related to the way records were generated last year and we should not see these same problems in the future. We will continue to update and improve this part of the system to reduce errors and the amount of manual entries that districts make. The ESPD affiliate had feedback for us about helpdesk procedures and we will continue to make adjustments to improve our customer experience.

NVIS The new NVIS site is next on our team's list now that SRS ADVISER reporting and the 504 feature release are complete.

3.5.2. Andrew Easton

The Digital Learning Coordinator gave updates for his work. Discussion on the Social Studies work will continue through the contract with NDE on the reallocation of funds.

3.5.3. Rhonda Eis

Updates from Rhonda Eis on OER, the PD Library, and the ESUCC website. TLT will be doing a Copyright Training with Renee Hobbs the next two days.

4. Next Meeting Agenda Items

5. Adjournment

The meeting adjourned at 11:58 AM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}



Committee Report

PROJECT NAME: Digital Learning - Instructional Materials
PROJECT COORDINATOR: Rhonda Eis
REPORT PERIOD: November 2022

Quick Links

- [Nebraska OER | OER Commons](#)
- [ESU PD Library](#)

Nebraska OER Hub

- Nebraska Standards - Dorann Avey
 - Will be adding new CTE - Health Sciences
 - Crosswalking and updating other standards
 - Projected to be ready summer 2023 or earlier
 - NDE cover cost - \$1500 under current plan
- Annual Service Plan (ASP) renews in January

ESU PD Library

Usage Report - Checkouts
Past 3 Months through November 14, 2022

ESU	Checkouts
ESU 1	1
ESU 2	2
ESU 3	20
ESU 4	9
ESU 6	5
ESU 7	14
ESU 8	5
ESU 10	4
ESU 13	2
ESU 16	5
ESUCC	12
NDE	4
	83

ESUCC Website

- Visits up 10% vs previous 30 days - 651 users
- New Pages
 - [504 Forms and Information](#)
 - [Threat Assessment Training](#)
 - [ESUCC Marketplace Resources](#) - Under Cooperative Purchasing

Report - Top Pages - Past 30 Days

Top Posts/Pages	Parent-Child Page	Count
Cooperative Purchasing – ESU CC	What We Do	786
ESU CC – ESU Coordinating Council	Home	706
Contracts List – ESU CC	What We Do - Coop	274
ESU Coordinating Council (ESUCC) – ESU CC	About Us	219
November 2022 Copyright Training – ESU CC	What's New	153
Staff – ESU CC	Contact Us	132
504 Forms & Information – ESU CC	What We Do	95
ESU Standards of Performance Practice – ESU CC	About Us	88
Annual Buy – ESU CC	What We Do - Coop	72
Special Education – ESU CC	What We Do	71

TLT Training

- **November 16-17, 2022**
 - [The Road to Copyright Clarity with Renee Hobbs](#)
 - Registered
 - 15 - In-Person at ESU 3
 - 24+ - Zoom - some ESUs (2,5,10,11,13,16) will have “viewing parties” - virtual numbers will be higher

TLT Leadership 2022-23

- Co-Chair - Chris Haeffner, ESU 18
- Co-Chair - Kate Carlson, ESU 3
- Co-Recorder - Jody Bauer, ESU 11
- Co-Recorder - Jason Everett, ESU 10
- Co-Representative - Otis Pierce, ESU 8
- Co-Representative - Lynne Herr, ESU 6
- ESU Coordinating Council – Andrew Easton
- ESU Coordinating Council - Rhonda Eis
- Nebraska Department of Education - Dorann Avey



Committee Report

PROJECT NAME: Digital Learning, Distance Learning, and Remote Learning

PROJECT DIRECTOR: Andrew Easton

REPORT PERIOD: November 2022

COMMITTEE REPORT: DIGITAL LEARNING COORDINATOR

Blended Learning/Personalized Professional Development Support

- Conversations are underway regarding future iterations of the Social Studies Special Project.
 - It is anticipated that NDE will provide funding to support this work in the summer of 2023 (and potentially into the summer of 2025).
 - Planning has moved to determining the duration of the training and scheduling the dates for Zoom and/or in-person events.

- **The Blended Learning Workgroup** took several strides in living out their new purpose statements by...
 - Meeting with the SDA Strategists on 10/25/22 to learn about their [current Needs Assessment](#) and also discussing the findings of their 2023-2024 Needs Assessment.
 - The workgroup plans to focus efforts on looking for connections between their work and support of schools and the SDA Needs Assessment data..
 - Participating in the SDA Connect session on 10/25/22. This was the first time TLT members were invited to this conversation.
 - Leading/creating [episode #2 of the What's N.E.X.T. with Blended Learning live show](#) 10/25/22 with Nick Ziegler (ESU 5) and Wendy Loewenstein of OPS Virtual School
 - Highlights the virtual and distance learning programs in Nebraska and the blended learning best practices used to facilitate learning in those spaces
 - Promoted these What's N.E.X.T. events on an episode of [The Good Life EDU Podcast](#)

- **The Digital Citizenship Symposium** launched on 10/17/22. Marketing and promotion for this effort included...
 - [A Podcast Episode](#)
 - [A Graphic](#) (for websites and social media)

- o [A Live Show](#) (across our social media pages)
 - o Video Content Editing
 - o [The Design and Purchase of Promotional Stickers](#)
- Conversations with Brooke Kavan and Kristen Slechta are ongoing regarding **#SocialPD Stories** and revamping how those are shared.
 - o Kristen Slechta ordered t-shirts and [she and Brooke Kavan](#) have started to distribute those to our past content contributors.

Collaborations

- Conversations regarding the **Future Ready Nebraska 2023 Conference** are ongoing.
- Countless TLT conversations with regards to supporting the statewide robotics purchase
- Took part in planning conversations regarding the 2023 Social Studies Special Project
- **Scheduled a series of live shows to bring awareness around the 2023 legislative session.**
- Created four videos for ESU 2 principals to view as updates on relevant current efforts tied to digital learning.
 - o Update on [DigCit 2023](#)
 - o Update on [The Good Life EDU podcast](#)
 - o Update on [The 2023 Social Studies/TLT Special Project](#)
 - o Update on [Distance Learning and VFTs](#)
- Recorded a podcast with members of the **Buffet Early Childhood Foundation** about their Pre-K to K transition tools.

Distance Learning, NVIS, and VFT

- Progress on the NVIS update continues through Scott Isaacson and our programming team.
- Met with the administrative team at Westside Community Schools to look at potential distance learning opportunities and/or their development of asynchronous learning experiences in the area of computer science to address LB1112 requirements.
 - o Conversations with NDE, ESUs, and UNL are being held to prepare support for the new computer science requirement.

Professional Development

- Attended National Forum to Advance Rural Schools Convention
- Attended Fall NETA

Professional Development Presentations

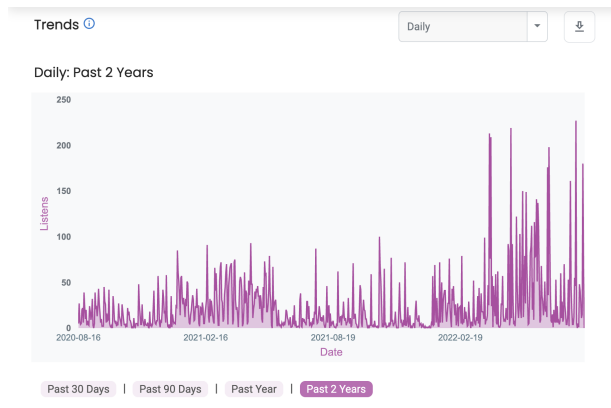
- Led a day-long professional learning opportunity for Social Studies educators at ESU 11
- Presented on Distance Learning at the National Forum to Advance Rural Schools Convention

- Presented at ESU 9's TLC Professional Learning Day
- Presented twice at Fall NETA, once on virtual field trips (with Annie Mumgaard of Morrill Hall) and again on personalized learning

Promotional Work

- Created 4 episodes of [The Good Life EDU](#) podcast
 - Shows:
 - **Episode 102:** [Matt Miller on Blended Learning and the Digital Learning Podcast](#) with Matt Miller of Ditch That Textbook
 - **Episode 101:** [Get SET Nebraska's Support of Special Education Teachers](#) with Pam Brezenski
 - **Episode 100:** [Celebrating Our 100th Episode by Diving Deeper into Mindfulness for Teachers](#) with Dr. Tish Jennings of the University of Virginia
 - **Episode 99:** [NE's Digital Citizenship Symposium & What's N.E.X.T. with Blended Learning](#) with Eileen Heller (ESU 3) and Peg Coover (ESU 10)
 - Podcast Data

Downloads of The Good Life EDU Podcast over the past 2 years



***Approaching 22,000 total downloads since the show began**

- Invested in Twitter promotional efforts.
 - Twitter Followers
 - October 1403 (+46) Reach: 3.5K
 - September 1357 (+14) Reach: 9K
 - August 1343 (+19) Reach: 8K
 - July 1325 (+9) Reach: 8.6K
 - June 1316 (+13) Reach: 10.7K
 - May 1303 (+8) Reach: 17.6K

- April 1295 (+1) Reach: 8.9K
- March 1294 (+10) Reach: 17.9K
- February 1284 (+12) Reach: 23.4K
- January 1272 (+14) Reach: 31.2K
- 2022**
- December: 1258 (+8) Reach: 6,737
- November: 1250 (+14)
- October: 1236 (+41)
- September: 1195 (+71)
- August: 1124 (+17)
- July: 1107 (+34)
- June: 1083 (+12)
- May: 1071 (+70)
- April: 1001 (+64) *Broke 1000 followers
- March: 937 (+82)
- February: 855 (+82)
- January: 773 (+83)
- 2021**
- December: 690 (+67)

- Invested in Facebook promotional efforts.

- o Page Likes/Followers

- October 474 (+4)
- September 546 (+6)
- August 540 (+12)
- July 528 (+10)
- June 518 (+1)
- May 517 (+5)
- April 512 (+6)
- March 506 (+3)
- February 503 (+10)
- January 493 (+4)
- 2022**
- December: 489 (+36)
- November: 453 (+43)
- October: 410 (+15)
- September: 395 (+4)
- August: 391 (+13)
- July: 378 (+18)
- June: 360 (+3)
- May: 357 (+8)
- April: 349 (+33)
- March: 316 (+52)
- February: 264 (+30)
- January: 234 (+40)
- 2021**

- December: 194 (+7)

GEERS - Summary of Actual Receipts & Expenditures

RECEIPTS

Funds from NDE

12/04/21	\$8,300,439.89	
02/10/21	\$1,654,617.38	
8/10/21	\$1,802,156.43	
11/23/21	\$149,439.30	
		\$11,906,653.00

Funds from Schools:

Callaway Schools	\$2,282.60	
St. Pious/St. Leo	\$17,830.40	
South Platte	\$10,227.54	
Walthill Schools	\$5,881.40	
Seward Schools	\$42,346.08	
Osmond Community Schools	\$5,350.00	
Loup County Schools	\$3,813.75	
Heartland School	\$3,500.00	
		\$91,231.77

Total Receipts As Of 10/12/22: \$11,997,884.77

EXPENDITURES

Payments to Vendors:

CDW	\$1,861,489.35	
Dell	\$82,889.69	
Insight	\$363,315.64	
Staples	\$1,048,069.92	
Apple	\$580,359.00	
Thinkmate	\$35,782.04	
UNL Info Tech Services	\$329,864.00	
Sterling Computers	\$12,681.70	
Journey Ed	\$11,069.28	-- Check #16585, scheduled to go out on 11/17/22
NDE	\$121.87	-- Check #16589, scheduled to go out on 11/17/22

\$4,325,642.49

Reimbursements to Schools:

1/28/21	\$2,949,711.31	
2/18/21	\$1,077,439.70	
3/10/21	\$204,314.80	
3/18/21	\$282,988.02	
3/29/21	\$1,023,294.60	
4/16/21	\$155,126.17	
5/6/21	\$98,925.00	
5/14/21	\$294,041.50	
6/9/21	\$88,566.00	
7/7/21	\$78,595.00	
7/27/21	\$34,072.00	
8/17/21	\$644,089.73	
8/31/21	\$64,848.60	
10/07/21	\$65,236.95	
11/17/21	\$4,800.00	
12/06/21	\$55,694.55	
12/20/21	\$5,590.00	
01/12/22	\$4,435.00	
		\$7,131,768.93

Eduroam Payments:

07/06/22, Paid to UNL	\$67,000.00	
08/30/22, School Reimbursements	\$81,303.69	
		\$148,303.69

ESUCC Admin Fee (expended on staff salaries) \$300,000.00

Total Expenditures As Of 11/17/22: \$11,905,715.11

Cash On Hand as of 11/17/22: \$92,169.66

Cash On Hand As Of 11/17/22: \$92,169.66

Encumbrances:

UNL	\$2,076,835.52	-- Inv. rec'd, need funds for payment
Midwest Tech (Robotics)	\$18,400.00	-- Invoices not received as of 11/8/22
Pitsco Inc. (Robotics)	\$1,332,482.32	-- Invoices not received as of 11/8/22
School Specialty (Robotics)	\$116,254.97	-- Invoices not received as of 11/8/22

\$3,543,972.81

Actual Funds Available 10/12/22: -\$3,451,803.15

Outstanding Receipts:

\$0.00

Information Services Committee Meeting
Tuesday, November 15, 2022 11:00 AM
ESU No. 3
6949 South 110th Street
Omaha, NE 68128

1. Call to Order
Committee Chair

2. Roll call
Committee Chair

3. Agenda Item
Committee Chair

3.1. GEER Fund Update
Technology Director

3.2. Future Ready Digital Learning Collaborative (FRDLC)
Technology Director

3.3. Cybersecurity
Committee Chair

3.4. SIMPL Report
Nate McClenahan

3.5. Staff Reports
Committee Chair

3.5.1. Scott Isaacson
Scott Isaacson

3.5.2. Andrew Easton
Andrew Easton

3.5.3. Rhonda Eis
Rhonda Eis

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

Scott Isaacson Staff Report

November, 2022

Governor's Emergency Education Relief (GEER)

The GEER I funds are in their liquidation period. We are collecting documentation from participating schools and ESUs, paying reimbursements and invoices, and reclaiming funds from NDE to finalize this project.

Robotics items have begun shipping and we have a few reports of them being received at schools in the last weeks. Back-ordered items will continue to be shipped through the early part of December.

We are negotiating with the Governor's staff regarding the use of GEER II funds for additional robotics purchases.

Future Ready Digital Learning Collaborative (FRDLC)

Proofpoint Security Awareness Training (PSAT) is a security awareness training and anti-phishing solution. An effectively-statewide license has been purchased for Proofpoint for K-12 schools and ESUs. We are offering Proofpoint beginning this month to staff and students at ESUs and schools for participation. Participants will receive the software at no cost during 2022-2023, at $\frac{1}{3}$ cost (\$1.23 per staff member) during 2023-2024 and $\frac{2}{3}$ cost (\$2.46 per staff member) during 2024-2025. Through negotiation and cost savings we aim to keep the cost near that level in future years. Sign up will start for participants during September, 2022. The original configuration of this platform was not friendly to tiered, or delegated administration for districts. The PSAT team showed me their new multi-tiered administration features last week and are enabling this on our instances. This will improve ESUs ability to assist and delegate administrative control to districts as best fits their individual needs, which will improve the overall experience and adoption of the product.

Duo Security is a multi-factor authentication solution which emerged as the leader from an ESU 3 and NOC selection process. Similar to Proofpoint, a fund to subsidize purchase of Duo security for ESUs and districts is available up to \$300,000. A similar sustainability "ramp" and sign-up process is in progress. Final pricing and subsidy amounts will need to be determined based on the number of signups received.

Cyber Security

The interlocal agreement for the Nebraska Cybersecurity Network has been reviewed by our legal team and is circulating for ESUs consideration. Rhonda and Andy Boell have created a web page for the network: <https://www.esucc.org/nebraska-cybersecurity-network/> including a frequently-asked questions section populated with questions from NOC members and answers.

The Nebraska Infrastructure Investment and Jobs Act cyber security grant committee continues to meet and define its work and processes. The web site <https://slcg.nebraska.gov/> has been created to provide information and updates on the process. The committee will meet again on December 8, 2022 to work through more details of the application and review process for sub-grant funds. Generally, we expect to begin receiving project applications in January, 2023 and for likely a 2-3 month window. First year funding could begin flowing to sub-grant recipients in the summer of 2023.

SRS

The 504 features were released on November 1st, 2022. The ESPD affiliate met to discuss the new system and develop a presentation deck. Rita McKinney and Trevor Paschall have held 3 Zoom training sessions on the new features. There will be some changes to make to the 504 system as more people use it and find things which can make it work better and easier. It has been a positive experience for users so far.

Our contractor X-Eqt continues work on the updated code and database for SRS. This work will be ongoing throughout this school year and will be released next summer.

We made updates to SRS's ADVISER reporting system this year. Many of the errors our users experienced are related to the way records were generated last year and we should not see these same problems in the future. We will continue to update and improve this part of the system to reduce errors and the amount of manual entries that districts make.

The ESPD affiliate had feedback for us about helpdesk procedures and we will continue to make adjustments to improve our customer experience.

NVIS

The new NVIS site is next on our team's list now that SRS ADVISER reporting and the 504 feature release are complete.

ESUCC
Educational Resources Committee Meeting
Tuesday, November 15, 2022, 12:30 PM
ESU No. 3, 6949 South 110th Street, Omaha, NE 68128

Posted Locations:

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

Posted Date: 11/9/22

Attendance Taken at 12:29 AM.

Gregg Robke (ESU 04):	Present
Corey Dahl (ESU 08):	Present
John Poppert (ESU 11):	Present
Dr. Laura Barrett (ESU 13):	Present
Deb Paulman (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Sarah Salem (ESU 18):	Absent
Kanyon Chism (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.

Closed Session:

The council may enter closed session during the meeting when it determines that doing so is appropriate and is authorized by the provisions of the Open Meetings Act.

Meeting call to order at 12:30 PM.

Staff: Kraig Loquist, Deb Hericks, Priscilla Quintana, Scott Isaacson

2. Roll Call

3. Agenda Item

3.1. NDE - Coherence

They would like 20+ minutes to present the Coherence work.

Amy Rhone, Marissa Payzant and Shirley Vargas were present to share The Coherence Project.

The scope of the project: seeks to align, define, and streamline key work streams to reinforce each other and offer schools and districts a coherent model for student support. NDE is currently updating the NeMTSS Framework.

3.2. Special Populations

3.2.1. NDE Special Education Update

3.2.2. ESPD Report

Lona Nelson-Milks was present to share that the ESPD group engaged in two days of conversations around mental health recently.

3.2.3. Mental Health and Wellness

3.2.3.1. Nebraska Mental Health Conference

2023 - Kearney, NE: June 7-8, 2023 (Wed/Thurs) Younes Conf Center North

2024 - Omaha, NE: May 30-31, 2024 (Thurs/Fri) Marriott Downtown

Information was shared for the mental health conference.

3.2.4. SRS Staff Report

The 504 features were released on November 1st, 2022. The ESPD affiliate met to discuss the new system and develop a presentation deck. Rita McKinney and Trevor Paschall have held 3 Zoom training sessions on the new features. There will be some changes to make to the 504 system as more people use it and find things which can make it work better and easier. It has been a positive experience for users so far.

Our contractor X-Eqt continues work on the updated code and database for SRS. This work will be ongoing throughout this school year and will be released next summer.

We made updates to SRS's ADVISER reporting system this year. Many of the errors our users experienced are related to the way records were generated last year and we should not see these same problems in the future. We will continue to update and improve this part of the system to reduce errors and the amount of manual entries that districts make.

The ESPD affiliate had feedback for us about helpdesk procedures and we will continue to make adjustments to improve our customer experience.

3.2.5. 504 Plan - 2023-2024 MSA

The Executive Director gave information for the 504 plan and the addition of it to the SRS system. 504 is not SPED and can not use SPED funds to pay for it. Discussion regarding the fee that would be charged outside of the SRS fees.

3.3. PDO (Professional Development Organization)

3.3.1. High Quality Instructional Materials Support (HQ-IM)

The Committee Chair gave updates on the reallocation of the Hanover Research funds. This has been approved by the NDE State Board. Currently, we are awaiting a contract with NDE to move the process forward.

3.3.2. SDA Report

Jen Madison was present to give SDA updates.

3.3.3. TLT Special Project and Social Studies Cadre

3.3.4. PDO Meetings

The Leadership Bold Step is beginning to look at revamping the PDO. January PDO will be January 11-12, 2022. Discussion on bringing Scott Butler, HOPE Science back to do some follow-up work.

3.3.5. NDE Updates

Shirley Vargas gave some NDE updates. There will be 3 new board members beginning in January. THE NDE Board will be announcing the firm that they will use for the Commissioner position. Will begin to gather information for the next Talking Points.

3.3.6. Monthly Talking Points

3.3.7. ESUCC Matrix 2022-2023 - Work in progress

The Committee Chair will continue to work on the ESUCC Matrix.

4. Next Meeting Agenda Items

5. Adjournment

the meeting adjourned at 1:45 PM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

Educational Resources Committee Meeting
Tuesday, November 15, 2022 12:30 PM
ESU No. 3
6949 South 110th Street
Omaha, NE 68128

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. NDE - Coherence
Rhone, Vargas, Rida, Pazant

3.2. Special Populations
Committee Chair

3.2.1. NDE Special Education Update
Amy Rhone

3.2.2. ESPD Report
Ruth Miller

3.2.3. Mental Health and Wellness
Committee Chair

3.2.3.1. Nebraska Mental Health Conference
Committee Chair

3.2.4. SRS Staff Report

3.2.5. 504 Plan - 2023-2024 MSA
Executive Director

3.3. PDO (Professional Development Organization)
Committee Chair

3.3.1. High Quality Instructional Materials Support (HQ-IM)
Committee Chair

3.3.2. SDA Report
SDA Affiliate Chair

3.3.3. TLT Special Project and Social Studies Cadre
Hicks and McKiver

3.3.4. PDO Meetings
Committee Chair

3.3.5. NDE Updates
Russ Masco

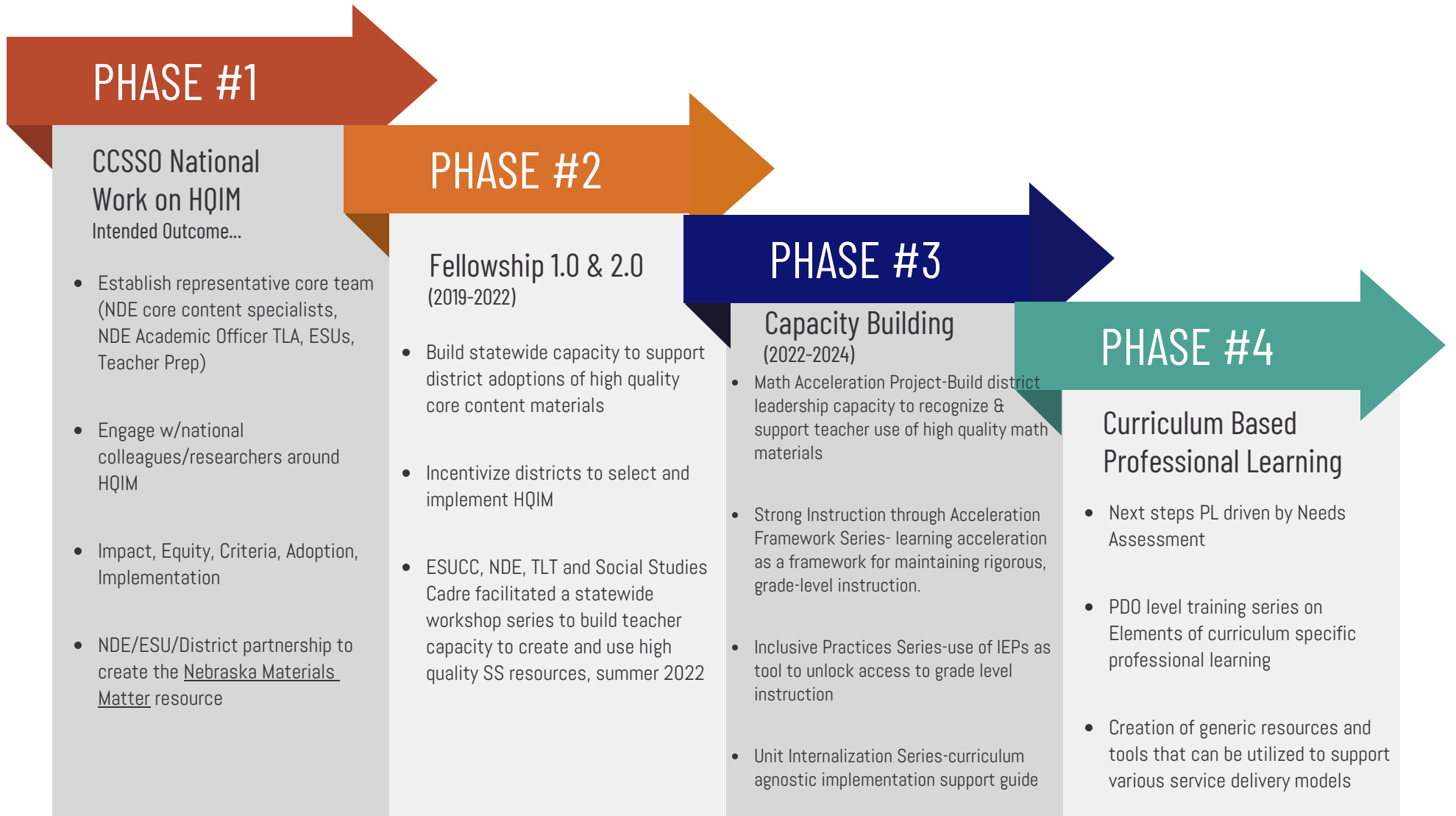
3.3.6. Monthly Talking Points
Executive Director

3.3.7. ESUCC Matrix 2022-2023 - Work in progress
Polk/Paulman

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

WHERE HAVE WE BEEN? WHERE ARE WE GOING?



The Nebraska State Board of Education has approved up to \$310,000 to support the Needs Assessment, subsequent ESUPDO trainings to build ESU staff capacity to support HQIM implementation and two additional years of the ESUCC/NDE Social Studies Project



IS / IS NOT



Curriculum Based Professional Development

Curriculum-based professional learning focuses primarily on the implementation of high-quality instructional materials. Curriculum-based professional learning is anchored in the instructional materials that teachers will use with their students. High-quality educative curriculum materials address both the content and the pedagogy necessary for effective instruction; curriculum-based professional learning offers the immediate and sustained support for successful implementation.

Transforming Teaching through Curriculum-Based Professional Learning, Short & Hirsch, 2023

+ IS

Curriculum Agnostic Support



Leveraging the content expertise of ESU staff to support district implementation of **any** vendor specific curriculum. We remain confident that ESU content experts can recognize grade level standards, instructional shifts and best practice pedagogy irrespective of curriculum vendor.

Focused on Instructional Materials



Curriculum-based PL is focused on teachers engaging in active learning experiences and unit internalization using district adopted high quality instructional materials. Quality materials include strong instructional practices appropriately embedded to support content mastery.

HQIM Adoptions



Professional learning **could** be offered based on instructional materials adoptions—think cadres/cohorts that may or may not cross neighboring ESU boundaries. Many of our ESUs currently engage in these cohort arrangements for a number of reasons.

Coherent across improvement models



IT'S ALL CONNECTED— core instructional materials matter in the MTSS structure, for the various subgroups that consistently underperform, as a foundation for equitable inclusive practices and as a tool to support educator effectiveness.

The right delivery model for the right purpose...you get to decide



✗ IS NOT

ESU Vendor Experts



While we believe it will naturally follow, that over time, as ESUs provide curriculum-based support to districts they will hone their individual and collective curriculum specific expertise— **We do not endorse representative ESU staff developers being trained as vendor specific PL providers.**

Focused on Topics or Themes



Focused on topic or theme abstractions outside of the district's adopted instructional materials and/or instructional strategies in isolation from the instructional materials the teacher will be using.

Districts



Teachers may not be grouped for professional learning based on their districts. Don't get hung up here...this is just one possibility to consider as you think about how to make this happen.

Disconnected from other work



Different resources, expectations and outcomes for different learners resulting from a lack of agreement about and commitment to a common starting place, i.e. HQIM



A baby and the bathwater thing...

SRS Staff Report

November, 2022

The 504 features were released on November 1st, 2022. The ESPD affiliate met to discuss the new system and develop a presentation deck. Rita McKinney and Trevor Paschall have held 3 Zoom training sessions on the new features. There will be some changes to make to the 504 system as more people use it and find things which can make it work better and easier. It has been a positive experience for users so far.

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The ESPD affiliate had feedback for us about helpdesk procedures and we will continue to make adjustments to improve our customer experience.

Urgency around Providing HQPL

High Quality Professional Learning

RESULT 1:

The level of rigor and instructional shifts inherent in HQIM, makes them challenging for teachers to use.

RESULT 2:

Curriculum abandonment related to poor or absent professional learning.

RESULT 3:

Lots of dollars spent — little to no return on investment.

50% -60% HQIM adoptions in Nebraska

RESULT 4:

"General professional development is generally not good."

David Steiner, Professor, Exec. Dir. of the Institute for Education Policy, John Hopkins University

RESULT 5:

Continued and chronic underperformance of sub-groups (Racial and ethnic groups, students with disabilities, economically disadvantaged, English learners)



HQIM:

- Standards aligned
- Instructional Shifts & Rigor
- Coherence of Learning
- Learning Progression & Focus
- Usability & Instructional Supports

ESUCC
Legal Committee Meeting
Tuesday, November 15, 2022, 2:00 PM
ESU No. 3, 6949 South 110th Street, Omaha, NE 68128

Posted Locations:

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

Posted Date: 11/9/22

Attendance Taken at 1:57 PM.

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

1. Call to Order

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Closed Session:

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Meeting called to order at 2:00 PM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana, Scott Isaacson, Craig Peterson, Colleen Lentz

2. Roll Call

3. Consent Agenda Items

Approve consent agenda items listed Passed with a motion by Polk, Larianne (ESU 07) and a second by Schnoes (NE), Dan (ESU 03).

Dan Schnoes (NE) (ESU 03): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr John Skretta (ESU 06): Yea

Dr. Larianne Polk (ESU 07): Yea

Dr Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea

Paul Calvert (ESU 15): Yea

Yea: 7, Nay: 0

3.1. Coop Contracts

3.1.1. Special Buy agreement with Scholastic

3.1.2. Special Buy agreement with Capstone

3.1.3. Extension to Special Buy agreement with Staples

3.1.4. Special Buy agreement with Newsela

3.1.5. Special Buy Agreement for Global Grid for Learning (GG4L)

3.1.6. Special Buy agreement with WeVideo

4. Agenda Item

4.1. COOP

4.1.1. Coop Strategic Plan

4.1.2. Approve Interlocal Agreement with Loup Basin Public Health Department

RESOLUTION

WHEREAS, on November 16, 2022, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreement with Loup Basin Public Health Department to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda

item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC's Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

It was so moved by _____ and seconded by _____ this 16th day of November, 2022.

Committee Chair reviewed the Interlocal Agreement with Loup Basin Public Health Department.

Approve Interlocal Agreement with Loup Basin Public Health Department Passed with a motion by Polk, Larianne (ESU 07) and a second by McNiff, Dr. Brenda (ESU 05).

Dan Schnoes (NE) (ESU 03):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr John Skretta (ESU 06):	Yea
Dr. Larianne Polk (ESU 07):	Yea
Dr Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Paul Calvert (ESU 15):	Yea

Yea: 7, Nay: 0

4.1.3. Approve Interlocal Agreement with Panhandle Public Health District

WHEREAS, on November 16, 2022, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreement with Panhandle Public Health District to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the

Interlocal Agreement is in the best interests of the ESUCC and its members. and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC's Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

Committee Chair reviewed the Interlocal Agreement with Panhandle Public Health District. Approve Interlocal Agreement with Panhandle Public Health District Passed with a motion by Calvert, Paul (ESU 15) and a second by McNiff, Dr. Brenda (ESU 05).

Dan Schnoes (NE) (ESU 03): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr John Skretta (ESU 06): Yea
Dr. Larianne Polk (ESU 07): Yea
Dr Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Paul Calvert (ESU 15): Yea
Yea: 7, Nay: 0

4.1.4. Staff Written Reports

4.1.4.1. Peterson Report

The Coop Director gave updates on his report.

4.1.4.2. Colleen Lentz (Data)

Data report updates given.

4.2. Legislative Updates

The Executive Director gave some legislative updates. There are a couple of contested legislative positions currently. Discussion on changing rules and secret ballot voting. There will be several changes to the Education Committee. Four areas for us to support: cybersecurity, school mental health, increasing core services, paid internships for student teachers.

4.2.1. Bromm's Updates

Bromm's were not present.

4.2.1.1. Non-Public Support

Proactive piece to some possible legislation.

4.2.1.2. Cybersecurity

Proactive piece to some possible legislation.

4.2.2. Legislative Day 2023

Plans are being planned for the Legislative Day. Cybersecurity, Mental Health, Professional Development are some potential areas for display.

4.3. Policies and Procedures

Nothing new to report.

5. Next Meetings Agenda Items
Legislative Day, finalize the event.

6. Adjournment
The meeting adjourned at 3:10 PM.

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

Coop Directors report to ESUCC Board
submitted by: Craig Peterson
November 16, 2022

1. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid were vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.
- b. **2023 ESUCC-Annual Buy**
 - i. Bid closes on December 9, 2022 (200,300,400,500,600,700,800,850,900 sections) and January 6, 2023 (100 section).
 - ii. **2023 Annual Buy Key dates for Schools,**
 1. **Paper Buy Catalog Opens - February 2, 2023**
 2. **Paper Buy Order Deadline Schools/Members – March 9, 2023**
 3. **Annual Buy Catalog Opens - February 16, 2023**
 4. **Annual Buy Teacher/Staff deadline – April 6, 2023**
 5. **First Day for 400 Paper delivery – April 11, 2023**
 6. **First Day for Annual Buy delivery - May 23, 2023**
 7. **Delivery Deadline for 400 Paper - June 14, 2023**
 8. **Delivery Deadline Annual Buy Items - July 24, 2023**
 - iii. **Annual Buy Concerns**
 1. Last year's buy we dealt with supply chain issues, items on extended backorder and increased inflation.
 2. This year it is an unknown what we can expect. I had a conversation with a Paper vendor that shared with me prices used to be the same across the board for colored copier. This year there are constraints in certain colors so those colors are higher priced (Salmon, Orange, Bright's, etc.).
 - iv. **Training dates coming soon**

2. Special Buys

- a. **Definition Special Buy:** Contracts are negotiated agreements with exclusive pricing to ESUCC Cooperative Purchasing members. These contracts may range from one to three years. Within the agreement, terms shall be explicitly defined as to both parties' expectations and the scope of the agreement.

1. **Scholastic Library Publishing** – Provides both print and digital Library resources
 - a. Current vendor, this is a renewal and we are folding two contracts (Print Material & Digital) into one
 - b. Digital includes Scholastic Go, TrueFlix, Teachables, ScienceFlix, Watch & Learn Library and is a 10% off Education pricing.
 - c. Print includes Children’s Press, Franklin Watts, and selected Scholastic titles and is 32%-40% off list price
 - d. Includes Free “Standard” Marc records
 - e. Free “Standard” Library Processing
 - f. Free Shipping & Handling on orders \$350 or more, 5% charge for orders less than \$350
2. **Coughlan Companies LLC dba Capstone**
 - a. NLC contacted us along with ESU6 in the past to see if we could add PebbleGo to our offering. NLC estimated a \$300,000 cost to purchase for all schools in Nebraska and doesn’t have sufficient funding to purchase
 - b. Utilized by Lincoln Public Schools (and others) along with AEA’s in Iowa have purchased for all of their members
 - c. Product is a Sole source from Coughlan Companies LLC dba Capstone
 - d. Capstone Connect is an intuitive, easy-to-use standards alignment search tool that provides thousands of resources and helps teachers find the exact content they need from a comprehensive collection that consists of the following:
 - i. PebbleGo Database Products
 - ii. Capstone Interactive eBook Bundles
 - iii. Instructional Materials
 - iv. Capstone Connect Admin Tool
 - e. PebbleGo is a curricular content hub specifically designed for K-2 students. Packed with informational articles, ready-made activities, and literacy supports for students of all abilities, it boosts engagement and fosters independent learning in core subject areas. Your students will love exploring PebbleGo time and time again.
 - f. There is a 5-40% discount for multisite purchases on one PO
3. **Staples**
 - a. Current vendor, this is a renewal for Office Supply, Furniture, and Technology Catalogs
 - b. This is the only contract that we have with another national cooperative other than AEPA. It was originally signed with NJPA who since then has rebranded themselves as Sourcewell.
 - c. This will be the second extension to this contract.
 - d. Technology items was added to the agreement 11-2021

- e. Product Information URL:
<https://www.pebblego.com/capstone-connect>

4. **Newsela**

- a. Current vendor, this is a contract refresh with new product
- b. Offering Newsela Certified Educator course, 5 hours of online training then the teacher/staff receives Newsela free for a year

5. **Global Grid for Learning (GG4L)**

- a. Founded in 2018, GG4L is a membership-based collaborative providing schools and EdTech vendors a foundation for digital transformation. GG4L's School Passport® is an Integration Platform as a Service (iPaaS), offering a suite of cloud integration services to 20,000+ schools, financially sustained by hundreds of EdTech vendors. With industry-leading PII Shield protection, GG4L advocates for open standards based data integrations, governed data exchange, and strict data privacy compliance.
- b. Products
 - i. School Passport – Integration Platform as a Service (iPaas)
 - 1. Roster Data and SSO
 - 2. Student Engagement Analytics
 - ii. Career Passport - Enable students to build job confidence while they earn valuable Professional Certificates through Coursera Career Academy
 - iii. School Day - Improve the well-being of your students. When students feel good, they learn best. School Day asks students questions about their well-being, analyzes the answers and provides real-time information. Our service makes the well-being of classes and groups visible and offers pedagogical solutions and content for the development of well-being. We help students, teachers and school communities to create a healthy environment for learning.
 - iv. Bright Suite and Bright SPED – these would be in conflict of SRS and I have asked they be removed.

3. **AEPA**

- a. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a

founding member of AEPA, which started with ten states in 2000 and now has grown to 29 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.

- i. **2023 AEPA Bid** Opening happened on September 13, 2022. Vendors that were responsive will move forward to the appropriate bid committees for evaluation of proposals and recommendations for awards at the AEPA Winter meeting November 28 - 30, 2022.
 1. 023-A Maintenance, Repair & Operation
 2. 023-B Custodial Supplies & Equipment
 3. 023-C Office Supplies & Equipment
 4. 023-D School & Instructional Supplies
 5. 023-E Technology BuyBack Service
 6. 023-F Audio Visual Integration Services
 7. 023-G Athletic Equipment and Supplies
- ii. Winter 2022 Meeting - The Winter meeting scheduled in Atlanta, GA November 28 – 30. The above categories for Solicitations will be recommended for approval by the AEPA member states.

4. Marketing

- a. 15 Campaigns sent since last month – If Superintendents aren't receiving emails have them send me an email and I will check their status, they may have to re-subscribe themselves if they have unsubscribed from the list.
 - i. [Voss Lighting Webinar November 9th - Still Time to Register](#) – 36.1% open rate
 - ii. [Kami - What's New](#) – 39.1% open rate
 - iii. [School Specialty - Special Needs and Sensory Rooms](#) – Scheduled at the time of this report
 - iv. [Best Plumbing -November 2022 Cool Tools](#) – Scheduled at the time of this report
 - v. [Midwest Technology - KNEX & LEGO](#) – 38.2% open rate
 - vi. [CDWG - Anywhere Cart Solutions & Webinar NOT TOO LATE](#) – 33.4% open rate
 - vii. [CDWG - Anywhere Cart Solutions & Webinar](#) – 36.1% open rate
 - viii. [AEPA - Planning for the Worst: What to Know About Catastrophe Preparedness](#) – 37.5% open rate
 - ix. [AEPA - 1-TO-1 DEVICES Blog](#) – 36.9% open rate
 - x. [Pitsco October- Build a Better Bot](#) – 35.8% open rate
 - xi. [PARTAC PEAT Beam Clay - October Flyers](#) – 38% open rate
 - xii. [Dreambox Learning - NAEP Scores](#) – 42.5% open rate
 - xiii. [Medicaleshop - Mobility Aids - October 2022](#) – 39.8% open rate
 - xiv. [Interlocal Agreement - Public Health Departments](#) – 11.8% open rate
 1. **[Re-sent] Interlocal Agreement - Public Health Departments** – 52.8% open rate
- b. If you have previously unsubscribed from receiving these emails then you can re-subscribe or have other staff subscribe by visiting the following

link <http://eepurl.com/gTsUCv>, choose the District-Building Contacts to receive Cooperative Purchasing emails about order deadlines and vendor announcements. After submitting your subscription request, check your email, you may receive email from MailChimp requiring you to confirm this submission.

5. Additional Information & Meetings

- i. Communications with the following vendors/organizations throughout the month: Pitsco Education, AEPA Reporting Committee, Iowa AEA, Formative, Medicaleshop, Loup Basin Health Department, Panhandle Health Department, Quest Forward Academy, AEPA Webiste Committee, Springshare (LibGuides), Formative, Global Grid for Learning, CDW-G, AnyWhereCart, School Specialty, Navigate360, IonWave, Greenbush KS, Red Rover, Quill, Newsela, Capstone, Scholastic,
- ii. Conferences/Webinars:
 - 1. NETA Fall Conference
 - 2. Hosted Voss Lighting Webinar– Upgrading your Facility(s) Lighting
 - 3. IonWave Webinar-Admin: System Administration
 - 4. IonWave Webinar-Contract Management: Administration
 - 5. IonWave Webinar-Creating Contracts from Awarded Bid Events
 - 6. IonWave Webinar-Contract Reporting



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Newsela ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2.**
- 1.3.** The Parties acknowledge that the Prior Agreement and any Addendums is hereby replaced in its entirety by this Agreement. Pursuant to the Termination paragraph of the Prior Agreement, this Agreement shall be effective, and the Prior Agreement shall be terminated, upon the execution of this Agreement by the Parties. Upon such execution, all provisions of the Prior Agreement are hereby superseded in their entirety and replaced herein and shall have no further force or effect.
- 2.4. 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.

3.5. 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, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

4.6. Term. This Agreement is effective on ~~_____~~, **November 16**, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on ~~_____~~, **November 15**, 2025, unless terminated earlier as provided by this Agreement or by law.

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

6.8. Student Privacy Protections.

- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
- B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members 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. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: 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 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
- D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
- E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

- F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified.”
- G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).
- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:

- (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
- (2) Consult with the Cooperative and Members regarding its response;
- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7.9. 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.

8.10. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the Cooperative, ESUCC, or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

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

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

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

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

10.12. Public Records. The Contractor acknowledges that the Cooperative, ESUCC, ESUs, and Members must comply with Neb. Rev. Stat. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

11.13. Publicity. The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.

12.14. 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, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

13.15. Nondiscrimination. The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

14.16. Independent Contractor. Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

15.17. Employment Eligibility Verification. The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor

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

16.18. Taxpayer Identification. Contractor's federal employer identification number is: 47-1882828

17.19. Sales Tax. The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

18.20. Notice. Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: Newsela Inc.
475 10th Ave
New York, NY 10019

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

19.21. 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, ESUCC, or the Cooperative upon request.

20.22. 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.

21.23. 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.

22.24. 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.

23.25. 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.

24.26. 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.

25.27. 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, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

26.28. Assignment. This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.

27.29. Subcontractors. The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.

28.30. 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.

29.31. Rights and Remedies Cumulative. Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

30.32. 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 may from time to time be provided by written instrument signed by both parties.

31.33. 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.

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

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

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

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

CONTRACTOR

COOPERATIVE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Kraig Lofquist
Title: Executive Director
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

<u>Newsela Software Product Skus</u>
<u>Newsela PRO</u>
<u>Newsela PowerWords</u>
<u>Newsela SEL</u>
<u>Newsela Custom Collections</u>
<u>Newsela Partner Collections</u>

<u>Newsela Service Product Skus</u>
<u>Virtual</u> (3 live webinar trainings)
<u>Newsela Blended</u> (1 in-person, 2 live webinar trainings)
<u>Blended Plus</u> (2 in-person, 1 live webinar training)
<u>In-Person</u> (3 in-person trainings)
<u>Add-On Virtual Workshop</u>
<u>Add-On Consecutive In-Person Training (full day)</u>
<u>X-Small School One Virtual Pro Learning Session (Only for buildings with less than 150 students)</u>
<u>Small School Two Virtual Pro Learning Package (Only for buildings with 300 or fewer students)</u>
<u>Newsela PD Pass Service</u>

<u>Newsela ELA</u>
<u>Newsela Social Studies</u>
<u>Newsela Science</u>
<u>Newsela SEL</u>

The majority of orders will be submitted through the ESUCC Marketplace between March 1 and May 15 of each year (Annual Renewal period), ESUCC can continue to collect additional orders through the ESUCC Marketplace after this period.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

Newsela PRO List Pricing

Building:

- Contractor agrees to apply the discounts set forth below on "Qualifying Member Purchases" which are defined as:

a Member's initial licensing of Products during the Term, to the extent that (a) such Member's license for the Products was executed after the Effective Date and (b) the licensing was generated by of the direct or indirect (marketing and promotion) contacts made by Consortium; and

a Member's renewal of a license of Products during the Term (including licenses that had been signed with Newsela prior to the execution of this Agreement), to the extent that such Member's renewal was generated by the direct or indirect (marketing and promotion) contacts made by Consortium.

Calculate District Participation. Participation will be calculated based upon the total number of participating Member schools, irrespective of whether the licenses with such Member schools are Qualifying Member Purchases. Determine District Participation Discount based upon the following:

<u>District Discounting</u>	
<u># Schools</u>	<u>Discount %</u>
<u><10</u>	<u>10%</u>

<u>10 to 29</u>	<u>15%</u>
<u>30+</u>	<u>20%</u>

- The district discount cap will be additive (Consortium Purchase Discount + District Participation Discount) up to 40%. This means that the maximum discount Newsela will provide for a district-wide deal.

- NOTE: For pre-existing Newsela customers whose renewal is a Qualifying Member Purchase, their discount upon renewal will be based off the then current pricing, discount and tier and not on the rate under their prior contract.

NOTE: Although increasing participation increases the discounted pricing as the year progresses, no retroactive discounting or credits can be applied or provided to earlier Qualifying Member Purchases.

2. Payment Terms/ Payment Schedule

- 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.
- The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

- The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, RFQ, the time specified in a purchase order issued by the Cooperative, ESUCC, ESU, or Member, or this Agreement (whichever is later).
- 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").
- 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.
- If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

- a. First, Last name: _____
- b. Title: _____
- c. Phone: _____
- d. Email: _____

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. Product Information URL: _____

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **WeVideo, Inc** ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC 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 **November 16**, 2022 (“Effective Date”) and shall continue until 12:00 midnight (CST) on **December 31**, 2025, unless terminated earlier as provided by this Agreement or by law.
5. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
6. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members 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. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: 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 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
 - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified.”

- G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).
- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:

- (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
- (2) Consult with the Cooperative and Members regarding its response;
- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the 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.

8. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the Cooperative, ESUCC, or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

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

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

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

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

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

16. Taxpayer Identification. Contractor's federal employer identification number is: 99-0365274

17. Sales Tax. The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

18. Notice. Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: WeVideo, Inc
1975 W El Camino Real, Ste 202
Mountain View, CA 94040

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

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

20. Entire Agreement. The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

21. Amendments and Modifications. The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself

as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

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

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

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

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

CONTRACTOR

COOPERATIVE

By: _____
Name: J. David Lahey _____
Title: Chief Customer Officer _____
Date: _____

By: _____
Name: Kraig Lofquist _____
Title: Executive Director _____
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

WeVideo Services overview -

- **WeVideo is the essential app for districts to develop the 4 Cs: critical thinking, communication, collaboration and creativity.**
 - **Multimedia ignites engagement, unlocks creativity, and fosters collaboration.**
- **WeVideo is proven to impact student outcomes with deeper learning, engagement, and Social-emotional learning**
- **WeVideo empowers teachers to:**
 - **Create assignments in seconds**
 - **Make your own instructional videos**
 - **Empower student voice**
 - **Give in the moment feedback**
 - **Support real-time collaboration.**
- **WeVideo is collaborative, simple and versatile**
 - **End to End Teacher work flow in 4 easy steps**
 - **Create animated GIFs**
 - **Amplify learning with Digital Storytelling**
 - **1.5+ Million royalty-free media to use (audio, video, & images)**
 - **Green Screen, Podcasting, Screen Recorder**
 - **Integrations, Admin panel, cloud-based device freedom, COPPA/FERPA compliant**

PlayPosit Service Overview -

- **PlayPosit provides learning for every learner, anywhere, and transform passive into active learning including:**
 - **Classroom Use**
 - **Professional Learning Use**
 - **Curriculum & Instruction**
 - **Community Engagement**
- **LMS Integrations, Google Classroom API integration, real-time data analytics, security compliant**

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

Working with Craig to get the pricing included after Board Approval.

*****Pricing is reviewed annually and can change. 2023 pricing will increase for WeVideo at 5%.**

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within 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.

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

- a. First, Last name: Dena Dellere
- b. Title: Mountain Plains Account Executive
- c. Phone: 913-485-2121
- d. Email: dena@wevideo.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. **Product Information URL:** wevideo.com/education & https://go.playposit.com/k12

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

Working with Craig to get the agreement attached after Board Approval.



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Coughlan Companies LLC dba Capstone** ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC 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 [REDACTED], 2022 (“Effective Date”) and shall continue until 12:00 midnight (CST) on [REDACTED], 2025, unless terminated earlier as provided by this Agreement or by law.
5. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
6. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members 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. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: 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 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
 - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified.”
 - G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without

advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law. [The Cooperative understands that Contractor will utilize service providers to perform services under the Agreement, and those service providers will be subject to the terms of this Agreement.](#)
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:

- (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
- (2) Consult with the Cooperative and Members regarding its response;
- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the 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.

8. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses excluding punitive and/or special damages which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the Cooperative, ESUCC, or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

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

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

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

The Contractor shall furnish a certificate of insurance to the undersigned Cooperative representative prior to commencement of this Agreement. Failure to provide

insurance as required in this agreement is a material breach of contract entitling the Cooperative to terminate this Agreement immediately.

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

to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

16. Taxpayer Identification. Contractor's federal employer identification number is: 82-4045107

17. Sales Tax. The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

18. Notice. Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: Coughlan Companies LLC dba Capstone
Connie Ruyter, Proposal Manager
1710 Roe Crest Drive
North Mankato, MN 56003

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

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

20. Entire Agreement. The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters

contained in this Agreement are expressly merged into and superseded by this Agreement.

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

or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.

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

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

CONTRACTOR

COOPERATIVE

By: _____

By: _____

Name: Connie Ruyter _____

Name: Kraig Lofquist _____

Title: Proposal Manager _____

Title: Executive

Director _____

Date: _____

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

See below. Went to next page

Exhibit A: Capstone Product Overview for ESUCC

Capstone Connect Product Overview

At the core of Capstone Connect is an intuitive, easy-to-use standards alignment search tool that provides thousands of resources and helps teachers find the exact content they need from a comprehensive collection that consists of the following:

- PebbleGo Database Products
- Capstone Interactive eBook Bundles
- Instructional Materials
- Capstone Connect Admin Tool

Our proposal will take you through each of these components of Capstone Connect and how the standard alignment search tool allows you to connect all the components within Capstone Connect.

PebbleGo Database Product Overview

- PebbleGo is a curricular content hub specifically designed for K-2 students. Packed with informational articles, ready-made activities, and literacy supports for students of all abilities, it boosts engagement and fosters independent learning in core subject areas. Your students will love exploring PebbleGo time and time again.
- PebbleGo Spanish, a Spanish match to PebbleGo, is a curricular content hub specifically designed for K-2 students. Packed with informational articles, ready-made activities, and literacy supports for students of all abilities, it boosts engagement and fosters independent learning in core subject areas.
- Read More is an option to add to your existing PebbleGo subscription that provides two read-aloud eBooks connected to each article in the PebbleGo Animals and PebbleGo Science modules.
- PebbleGo Next extends that critical thinking and research in an engaging format that is age-appropriate into grades 3-5. PebbleGo Next supports digital citizenship and college & career readiness for your students.

PEBBLEGO

PebbleGo supports literacy and builds a foundation for a lifetime of learning. PebbleGo employs reading strategies to strengthen emergent readers' literacy and research skills through a streamlined interface, audio supports, and easy-to-read articles. PebbleGo features expertly leveled and fully narrated text, animated highlighting, glossary words, visual searching, educational videos, and

games, and encompassing activities which teach students how to cite articles, create reports, and share what they have learned.

PEBBLEGO DATABASES CONTENT OVERVIEW

- **Animals including Dinosaurs:** Articles that support animal classification, behavior, and habitat lessons.
 - Special features include range maps and downloadable templates to label animal parts, scientifically accurate dinosaur illustrations and downloadable templates.
 - Fall 2020 Dinosaurs will be included in the Animals Database and not sold separately.
- **Biographies:** Research the lives of important inventors, explorers, African Americans, Hispanic Americans, women, and more.
 - Special features include a timeline for every subject and cross-referenced subjects
- **Science:** Covers physical, life, and earth & space science along with engineering, technology, and the applications of science. Meets Next Generation Science Standards.
 - Special features include two videos for most articles
- **Social Studies:** Learn about the world around you with a diverse array of topics, including families, maps, and holidays.
 - Special features include twelve different categories exploring a diverse array of curriculum-based content
- **Health:** Age-appropriate articles connected to state and nation health standards in health, wellness, and safety. Content includes topics that build positive social emotional skills, that support the Collaborative for Academic, Social, and Emotional Learning (CASEL) framework.

PEBBLEGO SPANISH BUNDLE DATABASE CONTENT OVEWVIEW

- **Animales:** Animal articles that support animal classification, behavior, and habitat lessons.
- **Estudios Sociales:** Social Studies articles that introduce young researchers to the world around them.
- **Biografías:** Biographies help students learn more about current and historical figures that have influenced the United States.
- **Ciencia:** Science includes concepts like weather, seasons, Earth science, and space.
- **Salud:** Health topics that include health, wellness, and safety.

READ MORE FEATURE

Read More is an option to add to your existing PebbleGo subscription that provides two read-aloud eBooks connected to each article in the PebbleGo Animals and PebbleGo Science modules.

PEBBLEGO NEXT

Built upon the keystones of PebbleGo, PebbleGo Next maintains all the features you love about the original PebbleGo with content suitable for researchers ready to graduate to the next step. PebbleGo Next is designed for upper elementary students, grades 3-5, who are more proficient in navigating technology but still need some extra support, utilizing curriculum-aligned articles with more robust information for older students.

PEBBLEGO NEXT DATABASES CONTENT OVERVIEW

- **Science:** Covers physical, life, and earth & space science along with engineering, technology, and the applications of science. Meets Next Generation Science Standards.
 - Special features include links to the Capstone science lab for videos of experiments kids can try on their own.
- **Social Studies:** Articles that examine the world cultures, global issues, Economics, Geography, Technology & Society, and the United States.
- **States Studies and American Indian History:** Hit all the highlights from geography, history, government, famous people and more.
 - Special features include timelines for every state and activities for very article including recipes and state flag downloadables.
 - Explore the richness of American Indian life, both traditional and present day.
 - Special features include timelines for every tribe and mapped culture area articles and tribe view drilldowns (both traditional and present locations).
- **Biographies:** Biographies research and exploration! Robust and diverse, these curriculum-connected articles span the following topics: advocates and history makers, artists and authors, athletes, business leaders, composers and entertainers, explorers and pioneers, scientists and inventors, and world leaders.

Content Maps

Full content maps of all articles available: <https://www.pebblego.com/resources/content-maps>

Capstone Interactive eBooks Product Overview

NAVIGATION FEATURES – CAPSTONE INTERACTIVE EBOOKS

AUDIO

Capstone Interactive eBooks feature built-in audio support with:

- Natural-voice audio to model pronunciation and fluency
- Administrator can turn read-aloud function on-and-off
- Test-to-speech highlighting for learning your students can see and hear
- Audio available in hundreds of titles in English and Spanish

ACCESS

- 24/7, 365 days a year
- Unlimited circulation
- Content in an ad-free, safe website
- Multi-platform compatibility, whether it's a laptop, desktop computer, or iPad

PebbleGo Create with Buncee

PEBBLEGO CREATE WITH BUNCÉE OVERVIEW

PebbleGo Create is an all-new tool that can be added to any PebbleGo subscription. PebbleGo Create is an intuitive digital workspace for students to demonstrate learning and share their knowledge from PebbleGo. By pairing student-centered active learning with engaging curriculum-connected content, students can retain more essential concepts key to academic success.

Key Areas of PebbleGo Create

- Students can creatively demonstrate their knowledge acquisition directly from an article.
- Teachers can easily view and access a student's work!
- Simple onboarding set: PebbleGo Create allows schools to seamlessly sync rosters with popular SIS tools like Google Classroom and Microsoft Azure AD (i.e., Microsoft).

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

See below – next page

Exhibit B: Capstone ESUCC Digital Price Sheet

Capstone Digital Product Price List

Products Included in Price List

- PebbleGo Database Products
- PebbleGo Create
- Capstone Connect Digital Program
- Capstone Interactive eBooks

PEBBLEGO PRODUCTS

	<u>Bronze</u>	<u>Silver</u>	<u>Gold</u>	<u>Platinum</u>
	<u>All 5 PebbleGo Modules</u>	<u>All 5 PebbleGo + 1 Add-on Product</u>	<u>All 5 PebbleGo + 2 Add-on Product</u>	<u>All 5 PebbleGo + 3 Add-on Product</u>
<u>ESUCC Price</u>	<u>\$1,299.00</u>	<u>\$1,799.00</u>	<u>\$1,999.00</u>	<u>\$2,399.00</u>
<u>Small School Pricing*</u>	<u>\$779.40</u>	<u>\$1079.40</u>	<u>\$1199.40</u>	<u>\$1439.40</u>

Small School Pricing*

Small School Pricing is available for elementary sites that have less than 250 students. Note: Small school pricing does not include additional multi-site pricing options.

Add-On Products:

1. PebbleGo Next (all 4)
2. PebbleGo Spanish Bundle
3. Read More for Animals and Science (both modules)

Note: Pricing is for a one-year subscription per site/building.

Multi-Site Pricing

Multi-site pricing is for sites that are purchased on the same purchase order.

	0%	5%	10%	15%	20%	25%	30%	35%	40%	
	1 site	2-10 sites	11-20 sites	21-30 sites	31-40 Sites	41-50 sites	51-60 sites	61-70 sites	71-80 sites	80+ sites
Bronze	\$1,299.00	\$1,234.05	\$1,169.10	\$1,104.15	\$1,039.20	\$974.25	\$909.30	\$844.35	\$779.40	Call for Quote
Silver	\$1,799.00	\$1,709.05	\$1,619.10	\$1,529.15	\$1,439.20	\$1,349.25	\$1,259.30	\$1,169.35	\$1,079.40	Call for Quote
Gold	\$1,999.00	\$1,899.05	\$1,799.10	\$1,699.15	\$1,599.20	\$1,499.25	\$1,399.30	\$1,299.35	\$1,199.40	Call for Quote
Platinum	\$2,399.00	\$2,279.05	\$2,159.10	\$2,039.15	\$1,919.20	\$1,799.25	\$1,679.30	\$1,559.35	\$1,439.40	Call for Quote

PebbleGo Database Options

- Animals/Dinosaurs, Science, Biographies, Social Studies, Health

PebbleGo Next Database Options

- States and American Indian Studies, Science, Social Studies, Biographies

Spanish Bundle Contains

- Animales, Ciencias, Biografias, Estudios Sociales, Salud

Read More Add-on Product

- Read More Animals, Read More Science

**Note: Must own/purchase corresponding PebbleGo Database*

PEBBLEGO CREATE

PebbleGo Create is part of the PebbleGo family of products. PebbleGo Create may be added to any one or more modules of PebbleGo K-2 Databases. PebbleGo Create cannot be purchased separately.

<u>PebbleGo Create</u>	<u>\$500.00</u>
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CAPSTONE CONNECT

0%	5%	10%	15%	20%	25%	30%	35%	40%	
<u>1 site</u>	<u>2-10 sites</u>	<u>11-20 sites</u>	<u>21-30 sites</u>	<u>31-40 Sites</u>	<u>41-50 sites</u>	<u>51-60 sites</u>	<u>61-70 sites</u>	<u>71-80 sites</u>	<u>80+ sites</u>
<u>\$5,999</u>	<u>\$5,699</u>	<u>\$5,399</u>	<u>\$5,099</u>	<u>\$4,799</u>	<u>\$4,499</u>	<u>\$4,199</u>	<u>\$3,899</u>	<u>\$3,599</u>	<u>Call for Quote</u>

CAPSTONE INTERACTIVE EBOOKS

<u>Perpetual License</u>	<u>List Price</u>	<u>BOGO Price**</u>
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<u>Capstone Interactive eBooks</u>	<u>\$39.99</u>	<u>\$19.99</u>
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**BOGO Price Note: Buy One, Get One Free Pricing is based on current School/Library Pricing. Pricing may increase in the future, but the BOGO pricing discount will be offered.

Titles can be viewed at <https://www.capstonepub.com/librarians/ebooks/interactive-ebooks>

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within 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.

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

- a. First, Last name: Beth Daniels, and Caroline Brockhaus Runion BK Educational Resources
- b. Title: Sales Consultant
- c. Phone: Beth: 314-374-4878 Caroline: 314-956-8373-
- d. Email: _____ beth@bkedresources.com,
Caroline@bkedresources.com-

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

Ainsworth, NE 69210

6. **Product Information URL:** <https://www.pebblego.com/capstone-connect>

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

Capstone Product End User License Agreement

Last Updated: January 28, 2022

Please read this Agreement carefully. You must agree to the terms of this Product License Agreement to access Capstone Digital Products.

This Product License Agreement, and any additional terms of use provided in the Legal Center (located at <https://www.capstonepub.com/support/legal-central>), or in connection with or otherwise listed in a particular Capstone Digital Product (collectively, the "Agreement"), together with the Capstone Privacy Policies (located at <https://www.capstonepub.com/support/privacy-central>), apply to and govern your access, purchase, and use of the Capstone Digital Products (defined below). This Agreement is a legal agreement between you (as defined below) and Coughlan Companies LLC d/b/a Capstone, on behalf of itself, its subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and third-party information providers (collectively, "Capstone").

As used in this agreement, "you" and "your" refer to you, the individual requesting and receiving the right to use the Capstone Digital Products, and the entity on whose behalf you are accessing or using the Capstone Digital Products. The individual entering into this agreement, by their access or use of Capstone Digital Products, does so on behalf of themselves and such entity, and you represent that you are duly authorized to bind yourself and such entity to the terms of this agreement.

Please particularly note the following provisions: User Content, User Content Representations and Warranties, Data Retention and Backups, Disclaimer of Warranties, Limitation of Liability, Indemnification.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CAPSTONE DIGITAL PRODUCTS THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE.

- 1. Applicable Products.** These terms apply to your access and use of the following digital software, educational platforms and tools offered by Capstone (collectively, the "Capstone Digital Products," each a "Capstone Digital Product"):

PebbleGo (Including Add-Ons and Mobile Applications)

Capstone Interactive

Capstone Connect

PebbleGo Create with Buncee

Buncee (Including all Buncee products and Mobile Applications)

Raintree (Including Raintree Online and Engage Literacy)

No Nonsense Literacy

The Capstone Digital Products to which you are receiving access and a license to use pursuant to these terms are identified in the corresponding purchase order, order form, invoice, online store purchase choice, or online subscription or license choice (collectively, "Order"). The scope of any license granted to you hereunder is limited to the Capstone Digital Product, license model, and term indicated in the Order by and between you and Capstone.

2. Acceptance of Terms. This Agreement will be binding on you upon the earliest of: (i) your execution, submission, or other acceptance of an Order (including any free trial), either electronically or in writing, or (ii) your installation, access, or use of a Capstone Digital Product or any related documentation. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS, OR USE A CAPSTONE DIGITAL PRODUCT. If you and Capstone are parties to Terms, a User License Agreement, or other agreement related to the Capstone Digital Products dated prior to the "Last Updated" date above, including any previous terms between you and Buncee LLC, you hereby agree that your access and use of the Capstone Digital Products after the last version of this Agreement is posted and presented to you when you log in to your account constitutes your acceptance of this Agreement in lieu of and superseding any prior terms and conditions related to your use of the Capstone Digital Products.

3. Eligibility. The Capstone Digital Products are offered and available for purchase by persons who are 18 years of age or older. By entering into an Order, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. Capstone makes no representation that the information or materials on or linked through the Capstone Digital Products are appropriate or available for use in locations outside of the United States. Those who choose to access the Capstone Digital Products from outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so.

4. User Types. You are eligible to purchase a license to the Capstone Digital

Products solely as one of the following user types, provided that not all types are available for all Capstone Digital Products:

- Parent/Legal Guardian: A “Parent/Legal Guardian” user type means an adult purchasing a license to a Capstone Digital Product for use by a child under the age of 18. Verifiable consent from the child’s parent or legal guardian is required in order for any child to use a Capstone Digital Product in connection with this user type. Please review the Children’s Privacy Policy located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy> to learn more about how Capstone collects, discloses, and uses information provided by children under the age of 13 in the United States and under the age of 16 in the European Union. You are responsible for complying with all of Capstone’s requests made in order to verify your consent for a child to use a Capstone Digital Product. Children may not use any Capstone Digital Products until we receive and process this verifiable consent.
- Educator: An “Educator” user type means a teacher or school administrator who is authorized by the individual’s school and/or school district to subscribe to a Capstone Digital Product. As an Educator, you represent and warrant that you are a teacher or school administrator with permission and authorization from a school or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- School/District: A “School/District” user type means a school or district administrator purchasing a license to use a Capstone Digital Product for use by a school (i.e., multiple teachers and students) or school district (i.e., multiple schools and their teachers and students). As a School/District user type, you represent and warrant that you have permission and authorization from the school and/or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.

- General Adult: A “General Adult” user type means you are a person over the age of 18 who wants to enjoy a Capstone Digital Product for your own personal benefit. The license granted herein is limited to your sole use of a Capstone Digital Product.

5. Account Creation and Credentialing.

- a. You must register and create an account in order to access and use the Capstone Digital Products. You may need to provide certain registration details or other information on behalf of yourself or other users to create an account and to otherwise access and use the Capstone Digital Products. It is a condition of your access and use of the Capstone Digital Products that all the information you provide to register with the Capstone Digital Products is correct, current, and complete. You further agree you will not in any way misrepresent your identity at any time when accessing or using a Capstone Digital Product. You agree that all information you provide to register with the Capstone Digital Products is governed by our Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>, and you consent to all accounts we take with respect to your information consistent with our Privacy Policies. Where it is reasonable to do so, or permitted by law, we may rely on implied consent.
- b. Educators are, and Schools/Districts may designate, administrative users (“Admin Users”). Admin Users can create additional authorized user accounts for their students, faculty or other individuals (“Authorized Users”) and assign certain permissions to such additional accounts. You are liable for all use of the Capstone Digital Products by your Authorized Users and the conduct of your Authorized Users shall be considered your conduct for the purposes of the rights and obligations hereunder. Depending on the level of permissions assigned to your user account, you may not have access to or be able to view or use all of the functions or features of the Capstone Digital Products.

6. Account Security. You are responsible for maintaining the security and confidentiality of all usernames, passwords, and other login credentials used in connection with Capstone Digital Products and you must immediately notify Capstone if any usernames, passwords, or other login credentials are accessed by or disclosed to any unauthorized person. It is your responsibility to change any passwords immediately if you suspect or feel the security of any account you use or manage has been compromised. You may not permit others to use your account, unless permitted by the terms of this Agreement, and you may not sell, trade, or otherwise transfer your account to another party. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any

provision of this Agreement or we suspect the security of any account has been compromised.

7. User Content. Certain Capstone Digital Products allow you and your Authorized Users to upload, post, share, submit, or contribute information, text, data, photographs, and other content (collectively, "User Content"), including through invitations and shared forums. In uploading, posting or sharing such User Content, you grant Capstone and our affiliates, licensors, and service providers, and each of their and our respective licensees, successors, and assigns, and all other Capstone Digital Products users, a non-exclusive, sublicensable, transferable, perpetual, worldwide, royalty-free license to use, display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Capstone Digital Products, exercising our rights or obligations under this Agreement, or any other use described in our Privacy Policies. You also acknowledge and agree that Capstone does not control other users' acts or User Content submissions. We do not specifically collect any User Content and disclaim all warranties and liabilities for User Content. We are not responsible and disclaim all liability for any action taken by any third party with respect to your User Content that you have made public or otherwise available to third parties.

8. User Content Representations and Warranties. You represent and warrant that you or your Authorized Users own or control all rights in and to the User Content and have the right to grant the license granted above and that all of your or your Authorized Users' User Content does and will comply with all applicable laws, rules, and regulations, and the terms of this Agreement. You also represent and warrant that you have obtained all applicable consents and permissions needed to provide Capstone with any information provided by you or your Authorized Users to Capstone, and that you have a lawful basis for providing such information to Capstone, in connection with your use of Capstone Digital Products, including, without limitation, any personal information as defined under applicable law provided to Capstone. You agree to cooperate with Capstone and take such action as reasonably requested by Capstone with respect to any information provided by you to Capstone.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CAPSTONE DIGITAL PRODUCTS THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE. THE UPLOAD OR SUBMISSION TO THE CAPSTONE DIGITAL PRODUCTS OF ANY USER CONTENT THAT VIOLATES, OR IS ALLEGED TO VIOLATE, THE INTELLECTUAL OR PROPRIETARY RIGHTS OF ANY THIRD PARTY IS A MATERIAL VIOLATION OF THE TERMS OF THIS AGREEMENT AND THE LIMITATIONS ON CAPSTONE'S LIABILITY AND YOUR INDEMNIFICATION OBLIGATIONS HEREIN APPLY TO ANY CLAIMS RELATED TO SUCH CONDUCT.

9. User Content Standards. You understand and acknowledge that you are responsible for any User Content you or your Authorized Users upload, post, share, submit, or contribute, and you, not Capstone, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Capstone is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Capstone Digital Products. Capstone may, in its sole discretion, deny any application to post or share User Content. The following standards apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations, and must not:

a. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing,

violent, hateful, inflammatory, or otherwise objectionable.

- b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- c. Infringe any patent, trademark, trade secret, copyright, or other Intellectual Property or other rights of any other person.
- d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement or the Capstone Privacy Policies.
- e. Be likely to deceive any person.
- f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- g. Contain any alcohol-related or mature content without appropriate age-based restrictions.
- h. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- i. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- j. Give the impression that they emanate from or are endorsed by Capstone or any other person or entity, if this is not the case.
- k. Contain any information about a person under 18 years of age without parent or legal guardian permission in the case of a General Adult user.
- l. Criticize Capstone, the Capstone Digital Products, or the service of any of Capstone's operational partners

b.

10. Technical Data; Children's Information; Student Information.

- a. Technical Data. For the purposes of this Agreement, "User Content" does not include any aggregated or statistical technical data related to your, or your Authorized Users', access or use of the Capstone Digital Products. Such data may be used by Capstone to manage and improve the performance of its services, for statistical analysis, and for research, commercial, and development purposes.
- b. Children's Information. All information collected from or about children in connection with a Capstone Digital Product ("Child Data") is used, disclosed, shared, and processed by Capstone in accordance with its Privacy Policies, including its Children's Privacy Policy, the terms of which are located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy>. You hereby agree and consent to Capstone's use, disclosure, sharing, and processing of Child Data in accordance with its Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>.
- c. Student Information. To the extent that you provide, or facilitate the provision, of any information relating to students, including Education Records as defined by the Family Educational and Privacy Rights Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), to Capstone, you represent and warrant that you: (i) have complied, and will comply, with all applicable laws, rules and regulations applicable to you and such information; (ii) have obtained, and will obtain, all rights, consents (including prior consents), and permissions required to provide such information and Education Records to Capstone; and (iii) have provided, and will provide, all notices with respect to such information as required by

applicable law. You will ensure that all information held by Capstone pertaining to any students, including any Education Records, is accurate and only provide to Capstone (including in the form of User Content) the information that is necessary for Capstone to receive in order to further the institutional service or function for which you are using the Capstone Digital Product and your educational purposes.

11. Data Retention and Backups. Information regarding students, including information from Education Records, will be retained by Capstone only to the extent necessary to fulfill its obligations under this Agreement and Capstone may take steps to destroy such data when it determines, in its discretion, that the data is no longer needed for the purposes for which it was disclosed. In any event, Capstone reserves the right to delete and destroy information from or related to your, or your Authorized Users', account(s), including but not limited to User Content and information from or related to Education Records, thirty-six (36) months from the date of the earliest to occur of the following: (i) termination or expiration of this Agreement, (ii) your failure to pay fees in accordance with the terms of this Agreement, or (iii) a user account shows no user activity for a period of six (6) months. Notwithstanding the foregoing, Capstone may retain copies of data related to your use of the Capstone Digital Products, including User Content, to the extent it deems is necessary to comply with applicable laws, resolve disputes, enforce its legal agreements or policies, or verify and validate any requests made by you. You are solely responsible for maintaining a backup or copy of the entire contents of your, or your Authorized Users', account(s), including all User Content and other information (including student information) provided, submitted, uploaded, or transmitted by you to Capstone or the Capstone Digital Products, or created by you or your Authorized Users using the Capstone Digital Products. You acknowledge and agree that it is your, and, as applicable, the Educator's and/or the School/District's, sole responsibility to maintain and retain any student information, including Education Records, pursuant to and in accordance with any laws, rules, regulations, policies, or obligations applicable to you and/or your School/District. You have no right to make any claim against Capstone in connection with the deletion (whether by Capstone or a third party) of any User Content, account information, student information or other data associated with your use of the Capstone Digital Products.

12. General License Grant. Subject to the terms and conditions of this Agreement, Capstone grants to you and your Authorized Users, for the term of this Agreement, a limited, non-exclusive, non-transferable, non-assignable, and revocable license to access, view, and use the Capstone Digital Products solely for your internal, non-commercial use, and in the case of an Educator or School/District, in connection with and limited to your educational purposes related to your Authorized Users' studies and work.

13. Additional License Terms and Limitations: The Order will specify the Capstone Digital Product you are authorized to access and use pursuant to this Agreement. Depending on the terms of the Order, the additional terms and limitations below apply. [For more information about the features and functionality specific of each Capstone Digital Product, please review our product details here.]

- Buncee Free and Buncee Premium. A Buncee Free and Buncee Premium subscription is only available to a General Adult or Parent/Legal Guardian user. Buncee Free subscribers are limited to one (1) Buncee Board and do not have access to the following: Classroom student/teacher dashboards, assignment and grading functionality, premium media functionality such as record video and record audio, free response and multiple choice questions, 360 degree images, ability to add a QR code or import a URL, ability to save as a JPEG or PDF, and all Schools & Districts functionality.
- Buncee Classroom. A Buncee Classroom subscription is only available to Educators and Schools/Districts. The Educator or School/District must provide the information required to create student accounts by either: (i) Manually entering student names, usernames and passwords, or (ii) Manually uploading the applicable roster data in .csv format, or (iii) Manually creating a class and providing a class code to students. You, the Educator and/or School/District, represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring fully compliance with the terms of this Agreement.
- Buncee Schools and Districts. A Buncee Schools and Districts subscription is only available to Educators and Schools/Districts. The School/District must provide the information required to create teacher and student accounts by either: (i) Syncing the School/District's roster data through Google Classroom or Microsoft Office 365 with the Buncee application, or (ii) Manually uploading the applicable roster data in .csv format. You, the Admin User, control all creation and sharing options for the district, school(s), user types and all users. When you register a school or district, you will be issued a URL that is unique to that school or district. You, the administrator, represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring

fully compliance with the terms of this Agreement. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.

- PebbleGo. A PebbleGo subscription is only available to Educators and Schools/Districts. When you purchase a PebbleGo license, you are not able to create accounts or logins for students. All faculty and students must use the designated School/District username and password assigned to you by Capstone. You are responsible for any and all use of your designated School/District username and password.
- Capstone Connect. A Capstone Connect subscription is only available to Educators and Schools/Districts. When you purchase a Capstone Connect license, you are not able to create accounts or logins for students. All faculty must use the designated School/District username and password assigned to you by Capstone. You are responsible for any and all use of your designated School/District username and password. Capstone Connect hosts a large online source of K-5 eBook bundles, nonfiction articles, and instructional support united by a single search. It serves as a hub that holds the District's/School's Capstone Digital Products. If applicable, you may be permitted to download software Capstone makes available to you ("Capstone Applications") that may be downloaded and installed by you on a mobile, computer, or other supported electronic device ("Supported Device") and permits you to access, download, purchase, or use e-books and other digital content available through Capstone's digital store and other services ("Capstone Content"). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by Capstone hereunder may terminate in the event a third-party

content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.

- Capstone Interactive. A Capstone Interactive license is only available to Educators and Schools/Districts. When you purchase a Capstone Interactive license, you are not able to create accounts or logins for students. All faculty and students must use the designated School/District username and password assigned to you by Capstone. You are responsible for any and all use of your designated School/District username and password. If applicable, you may be permitted to download software Capstone makes available to you (“Capstone Applications”) that may be downloaded and installed by you on a mobile, computer, or other supported electronic device (“Supported Device”) and permits you to access, download, purchase, or use e-books and other digital content available through Capstone’s digital store and other services (“Capstone Content”). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by Capstone hereunder may terminate in the event a third-party content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.

- PebbleGo Create with Buncee. A PebbleGo Create with Buncee subscription is only available to Educators and Schools/Districts. In order for a School/District to use PebbleGo Create with Buncee, the School/District must provide the information required to create teacher and student accounts by either: (i) Syncing the School/District’s roster data through Google Classroom or Microsoft Office 365 with the PebbleGo Create with Buncee application, or (ii) Manually uploading the applicable roster data in .csv format. When you, the Administrator, register a school or district, you will be issued a URL that is unique to that school or district. You represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring fully compliance with the terms of this Agreement. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- Building Specific Site License. A Building Specific Site License is only available to Educators and Schools/Districts. If the Order specifies a particular Building (as defined below), the Order shall be deemed a “Building Specific Site License.” For the purposes of this Agreement, if you have obtained a Building Specific Site License, you are granted the above limited license solely for access, view, and use at the Building in accordance with the terms of this Agreement. A “Building” is defined as having a unique mailing address and principal, director, or manager. You are solely responsible for providing the required facilities, hardware, software (including third-party software), services and systems (including telecommunications and bandwidth, internet, electrical and physical systems), for you, your students and your faculty to access, view, and use the Capstone Digital Products. If this Agreement is executed by a representative of a district or multi-site entity, this license applies to all the Buildings identified in the Order. A Building Specific Site License allows all the students that attend, and the faculty that work in, the Building identified in the Order to access, view, and use the identified Capstone Digital Products. All such persons are deemed “Authorized Users.” Those students and faculty of the identified Building also may, if permitted by the specific Capstone Digital Product, view, access, and use the Capstone Digital Product at home solely in accordance with the limitations and terms of this Agreement. Individuals who cease to be students or faculty of the Building shall have no ongoing right to view, access, or use Capstone Digital

Products under the license granted hereunder and such viewing, access, or use of the Capstone Digital Products by those students or faculty must contemporaneously, immediately cease. In the case of consortium, district, regional center, state, or other entities consisting of multiple institutional Buildings of any type, a site license is required for each Building with students or faculty accessing, viewing, or using Capstone Digital Products.

- Raintree (Including Raintree Online and Engage Literacy). A Raintree license is available to a General Adult, Parent/Legal Guardian, or Educators and Schools/Districts. When you purchase a Raintree license, you are not able to create accounts or logins for students. All individuals, faculty and students must use the designated username and password assigned to you. You are responsible for any and all use of your designated username and password. If applicable, you may be permitted to download software Capstone makes available to you (“Capstone Applications”) that may be downloaded and installed by you on a mobile, computer, or other supported electronic device (“Supported Device”) and permits you to access, download, purchase, or use e-books and other digital content available through Capstone’s digital store and other services (“Capstone Content”). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by Capstone hereunder may terminate in the event a third-party content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.
- No Nonsense Literacy. A No Nonsense Literacy subscription is available to

a General Adult, Parent/Legal Guardian, or Educators and Schools/Districts. When you purchase a No Nonsense Literacy license, you are not able to create accounts or logins for students. All individuals and faculty must use the designated username and password assigned to you. You are responsible for any and all use of your designated username and password. If applicable, you may be permitted to download software Capstone makes available to you ("Capstone Applications") that may be downloaded and installed by you on a mobile, computer, or other supported electronic device ("Supported Device") and permits you to access, download, purchase, or use e-books and other digital content available through Capstone's digital store and other services ("Capstone Content"). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by Capstone hereunder may terminate in the event a third-party content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.

14. Availability. Capstone will not be liable if for any reason all or any part of the Capstone Digital Products is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Capstone Digital Products, or the entire Capstone Digital Products, to users, including registered users. Except as otherwise agreed upon in a separate service level agreement, Capstone does not make any representations or guarantees regarding uptime or availability of the Capstone Digital Products. Capstone may block, limit or terminate your access to the Capstone Digital Products for any reason, including if: (i) you or your Authorized Users violate this Agreement; (ii) you or

your Authorized Users violate any applicable law or regulation relating to your or your Authorized Users' use of the Capstone Digital Products; (iii) you or your Authorized Users engage in any conduct which Capstone, in its sole discretion, believes is offensive, harmful, defamatory or otherwise harmful to Capstone or others; or (iv) you breach any other agreement with us.

15. Downloads. The Capstone Digital Products may allow you to download for print or digitally copy a reasonable portion of certain Capstone Content, User Content, or other content of the Capstone Digital Products for personal, non-commercial use. Such download or copy is permissible only in accordance with any terms provided in connection with such content, the fair use doctrine under U.S. Copyright laws, and the terms of this Agreement. Capstone may withdraw its consent to download or copy any content at any time for any reason.

16. Pricing and Payment.

- a. By entering into this Agreement, you agree to be bound by the payment terms set forth in the Order. Failure to abide by the payment terms set forth in the Order may result in Capstone, at Capstone's discretion, automatically terminating this Agreement including without limitation all your license to access and use any Capstone Digital Products. Any acceptance of partial payment, reduced payment, or late payment by Capstone shall not constitute a waiver as to Capstone's right to recover full amounts due under the payment terms and Capstone's right to terminate this Agreement for non-payment.
- b. In order to purchase access to a Capstone Digital Product, you may be asked to supply certain relevant information, including your credit or payment card number and expiration date or similar payment information, your billing address, and shipping information. You represent and warrant that you have the right to use any credit or payment card or other payment mechanism that you submit in connection with the purchase of a Capstone Digital Product license and that you have all authority necessary to make such purchase using the credit card or payment mechanism that you submit. By submitting such information, you grant Capstone the right to provide such information to third parties for the purposes of facilitating your purchase. You acknowledge and agree that Capstone is not responsible for how any third-party credit card or other payment method processor transmits, stores, uses or shares your information.
- c. The pricing and availability of the Capstone Digital Products is subject to change. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and correct any errors, inaccuracies, or omissions including after an Order has been submitted and whether or not

your credit card or other payment mechanism has been charged.

17. Restrictions on Use. You may not do any of the following, nor may you permit any Authorized User or any third party, to do any of the following: (i) exceed the limited license rights granted in this Agreement including, without limitation, the sharing of passwords or other login credentials with those not given explicit rights to access and view Capstone Digital Products under this Agreement; (ii) remove any proprietary notices, labels, or marks from Capstone Digital Products; (iii) sell, transfer, lend, lease, license, or sublicense Capstone Digital Products; (iv) copy, distribute, modify, or otherwise create derivative works of Capstone Digital Products (or any content therein), except as permitted herein, (v) display or perform Capstone Digital Products outside the Building, or circumvent any digital rights management or copyright management protection associated with Capstone Digital Products; (vi) translate, reverse engineer, decompile or disassemble Capstone Digital Products or the hardware, executable software, software source code, or any other technology used as a means for delivering the Capstone Digital Products or securing Capstone's rights in the Capstone Digital Products including without limitation any digital rights management or copyright protection; (vii) use any manual or automated software, devices, scripts, robots, or other means to access, "scrape," "crawl," or "spider" any web pages or other services contained in the Capstone Digital Products; or (viii) falsely state, impersonate, or otherwise misrepresent your identity. In addition, You agree and are responsible for ensuring that neither you nor your Authorized Users will use any website, ftp site, media, or other methods or materials provided by Capstone for Your access and viewing of Capstone Digital Products for any purpose beyond what is explicitly permitted by this Agreement. You also agree and are responsible for ensuring that you and your Authorized Users only use the Capstone Digital Products for lawful purposes and you represent and warrant that you or your Authorized Users will not use any Capstone Digital Product in violation of any applicable law.

18. Ownership. As between you and Capstone, Capstone and its licensors are the owners of all Intellectual Property rights in and to Capstone Digital Products, including all Buncee or PebbleGo Create with Buncee templates, images, and text that are provided and available to you via the Capstone Digital Products. Capstone assumes no ownership of any User Content. The entire contents and design of the Capstone Digital Products are protected by U.S. and international copyright law. Capstone names, images, and logos and all related product and service names, design marks, and slogans, including BUNCREE, PEBBLEGO, RAINTREE and NO NONSENSE LITERACY are the trademarks or service marks, or copyrights, of Capstone. All rights reserved. You are not authorized to use any Capstone name or mark in any advertisement, publicity, or in any other commercial manner without prior written consent of Capstone. All other trademarks and images appearing in connection with the Capstone Digital Products are the property of their respective owners. "Intellectual Property" shall mean all of the following, whether registered or unregistered anywhere in the world: all inventions, whether patentable or not, patents and applications for patents; all copyrights, copyright registrations

and copyright applications, copyrightable works and works of authorship, and all other corresponding rights; all trade dress and trade names, logos, trademarks and service marks and related registrations and applications, all design rights, all other indicia of commercial source or origin, and all goodwill associated with any of the foregoing; and, all trade secrets and confidential information of any kind. The license granted under this Agreement is not a sale of Capstone Digital Products or any copy of Capstone Digital Products and does not grant you any ownership rights to or in any copies of Capstone Digital Products or Capstone Content. Ownership of Capstone Digital Products, Capstone Content, and copies thereof, and all Intellectual Property rights therein, will at all times remain with Capstone (or its licensors, as applicable), regardless of who may be deemed the owner of the tangible media in or on which Capstone Digital Products or Capstone Content may be copied, encoded or otherwise fixed.

19. Claims of Copyright Infringement. We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Capstone Digital Products infringe your copyright, you may request removal of those materials in accordance with our Copyright Policy located at <https://www.capstonepub.com/support/legal-central/copyright>, the terms of which is hereby incorporated by reference.

20. Social Media Links and Functionality. You may have the option to share or post information or content from the Capstone Digital Products to your personal or professional social media accounts (“Public Posts”). You make any Public Posts at your own risk: third-party social media sites are governed by the terms and privacy policies of such applicable third-parties. All Public Posts are at your discretion and controlled by you. You shall not and will not make any Public Post in any manner that violates the Intellectual Property, proprietary, or personal rights of any other person.

21. Duration of Access to Certain Content. Capstone will provide access to Capstone Digital Products in a form and format that is in the sole discretion of Capstone. Due to licensing restrictions that may apply to a Capstone Digital Product, or the content or offerings contained therein, Capstone reserves the right to remove, modify or replace any specific content (such as, without limitation, text, images, books, photographs, or videos) of the Capstone Digital Products in its sole discretion.

22. Term.

- a. License Term. The Capstone Digital Products may be offered on a monthly or annual subscription basis, as a perpetual license, or for the term otherwise specified in the Order. Any subscription and/or license is billed in advance on a monthly or annual basis (unless otherwise specified in the Order), according to the duration of the subscription and/or license, and is non-refundable. Your agreement for purchasing a license becomes binding upon agreeing to the

Order. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle. Downgrading your plan may cause the loss of User Content, content, features, or capacity of your account. Capstone is not liable or responsible for such loss.

- b. Renewals. In the case of a subscription license, after each subscription term, the subscription term will automatically renew for the agreed upon term (e.g., 1 month or one year), unless you cancel the service before the current term runs out. The full amount for each renewal term will be charged to the payment method you have provided or is linked to your account on the first day of the renewal. You shall be responsible for any and all fees charged by Capstone for the license granted under this Agreement and for any subsequent renewals. Upon terminating a subscription, your account, any Authorized User accounts, and the Capstone Digital Products will become unusable. Users are not entitled to any refund of subscription fees. Capstone is under no further obligations to you or your Authorized Users upon your termination of the subscription.
- c. Free Trial. If you initially sign up for free trial, you must provide Capstone a valid payment method (such as a credit card) to continue using the Capstone Digital Product at the end of the trial period. If you do provide a payment method in connection with your trial subscription, and you do not cancel the subscription before the free trial ends, you will be billed monthly starting at the end of your free trial. If you do not provide Capstone a payment method in connection with your free trial subscription, your subscription to the Capstone Digital Product will be terminated at the end of the free trial period and your account will be closed.
- d. Additional Mobile App Terms. Any licenses purchased for mobile applications via the Apple App Store or the Google Play Store have to be terminated via the Apple App Store or the Google Play Store for technical reasons. Termination must occur no later than 48 hours before the extension of the subscription. Instructions for canceling a subscription are available at <https://support.apple.com/en-us/HT202039> (Apple) and <https://support.google.com/googleplay/answer/7018481?hl=en&co=GENIE.Platform%3DAndroid> (Google).

23. Termination. This Agreement will terminate automatically and immediately in the event that you violate any provision of this Agreement. Capstone also reserves the right to terminate or amend this Agreement and any of the licenses granted hereunder at any time without cause; provided that, in the event you have prepaid any fees for a Capstone Digital Product, Capstone will use commercially reasonable efforts to provide you access to a comparable

replacement Capstone product or service. Upon termination or cancellation of a license or this Agreement, your account, any Authorized User accounts, and the Capstone Digital Products will become unusable. Users are not entitled to any refund of subscription fees in the event you cancel your subscription. Capstone is under no further obligations to you or your Authorized Users upon your termination of a license or subscription.

24. Disclaimer of Warranties. CAPSTONE DIGITAL PRODUCTS AND ALL METHODS AND MEDIA THROUGH OR ON WHICH IT IS PROVIDED INCLUDING WITHOUT LIMITATION ANY HOSTING OR PROVISION OF CAPSTONE DIGITAL PRODUCTS THROUGH THE INTERNET ARE PROVIDED BY CAPSTONE AND ACCEPTED BY YOU "AS IS," "WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY CAPSTONE. CAPSTONE DOES NOT WARRANT THAT THE ACCESS TO CAPSTONE DIGITAL PRODUCTS OR CAPSTONE DIGITAL PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY WEBSITE, APPLICATION, OR SERVER THAT MAKES CAPSTONE DIGITAL PRODUCTS AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CAPSTONE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CAPSTONE DIGITAL PRODUCTS IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CAPSTONE DIGITAL PRODUCTS MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

25. Limitation of Liability. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CAPSTONE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OF OR INABILITY TO USE, ACCESS, OR VIEW CAPSTONE DIGITAL PRODUCTS. YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL CAPSTONE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE CAPSTONE DIGITAL PRODUCTS, INCLUDING (BUT NOT LIMITED TO) ANY UNAUTHORIZED ACCESS, ACQUISITION, USE OR DISCLOSURE OF DATA OR USER CONTENT, OR THE LOSS, DESTRUCTION, OR DELETION OF ANY DATA OR USER CONTENT, EVEN IF CAPSTONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL

CAUSE OF ACTION ASSERTED. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, CAPSTONE'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW AND IN NO EVENT SHALL CAPSTONE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSE TO USE THE APPLICABLE CAPSTONE DIGITAL PRODUCT(S) GRANTED HEREIN.

26. Indemnification. To the extent permitted by applicable law, You are legally responsible for your, and your Authorized Users', access, use, and viewing of the Capstone Digital Products. You are responsible for any conduct in violation of this Agreement, applicable law, or the rights granted in this Agreement, whether by you, your Authorized Users, or any third party that gains access to the Capstone Digital Products by or through your or your Authorized Users' actions or inactions. Unless You are a publicly funded, non-profit educational institution and therefore unable to legally indemnify Capstone, to the extent permitted by applicable law, you agree to indemnify, defend and hold harmless Capstone, its officers, directors, employees, successors, and assigns from and against any and all claims, losses, expenses, damages (including, but not limited to, direct, indirect, incidental, consequential, and exemplary damages), fine, liabilities, and costs (including reasonable attorneys' fees, expert fees, and other litigation or investigation costs), whether for defense or prosecution of any of Capstone's, or Capstone's licensors', Intellectual Property rights or other rights under this Agreement resulting from or arising out of your use of or inability to use Capstone Digital Products, any violation by you of this Agreement, and any User Content.

27. General Provisions.

- a. Export Control. Use of the Capstone Digital Products is subject to export and re-export control laws and regulations and required authorizations. You warrant that you are not prohibited from receiving U.S. origin products, including services or software.
- b. Entire Agreement. This Agreement, the Order, the Capstone Website Terms of Use located at <https://www.capstonepub.com/support/legal-central/website-terms-use>, and the Capstone Privacy Policies located at

<https://www.capstonepub.com/support/privacy-central>, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.

- c. No Waiver. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- d. Severability. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforceable to the maximum extent permissible, and the other provision of the Agreement will remain in force.
- e. Force Majeure. Neither party will be liable for or considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond the party's reasonable control and that either party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, Capstone will give prompt notice to you and will use commercially reasonable efforts to minimize the impact of the event. This clause in no way abrogates or limits the Disclaimer of Warranty, Limitation of Liability, and Indemnification provisions otherwise set forth in this Agreement and the representations and warranties made in this Agreement.
- f. Enforcement; Governing Law. If You are a publicly funded, non-profit educational institution, this Agreement will be governed by the internal laws of the State in which You are situated, without regard to its 'conflicts of laws' rule, as identified in the Order. In all other cases, this Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Capstone Digital Products shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in Mankato, Minnesota. You submit to and hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- g. Assignment. Your rights under this Agreement are not assignable or transferable (by operation of law or otherwise). This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No third-party beneficiaries are

intended or shall be construed as created by virtue of this Agreement, including without limitation, the parties agree that your students and faculty are not third-party beneficiaries to this Agreement.

h. Modifications to Agreement. Capstone reserves the right to make any necessary changes, modifications, or updates to this Agreement at any time.

i. Notices; General Contact Information. For purposes of messages and notices to you about the Capstone Digital Products, we may send you an email to the email address associated with your account, or any other contact information part of the Order, in our discretion. We have no liability associated with or arising from your failure to maintain accurate contact or other information with us. If you have any questions about this Agreement, you may contact Capstone as the following address:

Coughlan Companies LLC d/b/a Capstone, 1710 Roe Crest Drive North
Mankato, MN 56003

Email: support@capstonepub.com; legal@capstonepub.com Fax: 1- 888-262-0705

If in the United Kingdom:

Raintree, 264 Banbury Road, Oxford, OX2 7DY, United Kingdom,

Email: feedback@raintree.co.uk

**EXTENSION TO 2017-2020 SPECIAL BUY AGREEMENT BETWEEN
ESUCC COOPERATIVE PURCHASING AND Staples Contract &
Commercial operating as Staples Business Advantage**

This Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Staples Business Advantage ("Contractor") to the 2017-2020 Special Buy Agreement ("Agreement") signed by the Cooperative on March 10, 2017, and by the Contractor on March 13, 2017 and Addendums.

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 extension. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until February 28, 2026. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

COOPERATIVE

CONTRACTOR

Kraig Lofquist
Executive Director

Name: _____
Title: _____

Date: _____

Date: _____



2022-2025 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Global Grid For Learning (GG4L) ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 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 educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC 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 _____, 11 November 1, 2022 ("Effective Date") and shall continue until 12:00 midnight (CST) on _____, 11 November 1, 2025, unless terminated earlier as provided by this Agreement or by law.
5. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
6. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members 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. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: 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 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.
 - F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."
 - G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without

advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

- H. **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- L. **Data Transfer or Destruction.** Contractor will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose, at the request of the Member.
- M. **Rights and License in and to Data.** Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.
- N. **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.
- P. **Response to Legal Orders, Demands or Requests for Data.** Except as otherwise expressly prohibited by law, Contractor will:
 - (1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;
 - (2) Consult with the Cooperative and Members regarding its response;

- (3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

7. Termination.

A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the 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.

8. Indemnification.

A. The Contractor hereby waives and agrees to indemnify and save harmless the Cooperative, ESUCC, and the ESUs and their officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

C. If any judgment shall be rendered against the Cooperative, ESUCC, or the ESUs in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.

E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

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

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of **\$1,0010,000 per person and \$52,000,000 per occurrence**; and

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

Commented [CP1]: Justin, should this read \$2,000,000 per occurrence instead of per person? Their certificate of Liability shows "MED EXP (Any one person) \$10,000 AND each occurrence is \$2,000,000 with the GENERAL AGGREGATE \$4,000,000.

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

10. Public Records. The Contractor acknowledges that the Cooperative, ESUCC, ESUs, and Members must comply with Neb. Rev. Stat. § 84-712 through § 84-713 and

release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

- 11. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 12. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, 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, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 13. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 14. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 15. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 16. Taxpayer Identification.** Contractor's federal employer identification number is:
| 46-0815269

17. Sales Tax. The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

18. Notice. Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: Global Grid For Learning (GG4L)
-1101 Marina Village PKWY ST 201
Alameda, CA 94501

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

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

20. Entire Agreement. The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

21. Amendments and Modifications. The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

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

29. Rights and Remedies Cumulative. Any enumeration of the Cooperative’s rights and remedies set forth in this Agreement is not exhaustive. The Cooperative’s exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative’s rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

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

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

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

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

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

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

CONTRACTOR

COOPERATIVE

By: _____ Global Grid 4 Learning _____ By:

Name: Robert Iskander _____ Name: _____ Kraig Lofquist

Title: _____ CEO _____ Title:
Executive Director
Date: 11/8/22 _____ Date:

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

Nebraska ESUCC Coordinating Council


Cooperative Marketplace offering


Global Grid For Learning

<u>Bundle name</u>	<u>Description</u>	<u>Pricing</u>	<u>Logos and fliers</u>	<u>Website</u>
<u>School Passport</u> <u>Enterprise Edition</u>	<p><u>GG4Ls School Passport™ is an Integration Platform as a Service (iPaaS)</u></p> <p><u>We deliver a secure, cost effective and customized solution.</u></p> <ul style="list-style-type: none"> ● <u>Roster Data Integration and Single Sign On</u> <ul style="list-style-type: none"> -Any vendor via One Roster, API or custom CSV. -PII Shield - protects sensitive student data -LMS Integration * ● <u>Student Engagement Analytics</u> <ul style="list-style-type: none"> Capture All Learning. On all 	<p><u>Not to exceed \$2.55/Student</u></p> <p><u>(minimum order \$2500)</u></p> <p><u>One time setup fee: ranging from \$500 to \$5500/school</u></p>		<u>School Passport</u>

	<p><u>Programs, Apps, and Websites.</u></p> <p><u>* development with vendor required</u></p>			
<p><u>School Passport</u></p> <p><u>Engagement Analytics</u></p>	<p>Engagement's patented technology measures when students are actually reading and engaged with high accuracy, and calculates the reading level and subject area of every webpage.</p> <p>One click in the browser provides a fully customizable SSO launcher to all school provisioned applications.</p>	<p><u>\$1.20/student</u></p> <p><u>Minimum order: \$1200</u></p>		<p><u>Engagement</u></p>
<p><u>GG4L's Career Passport</u></p>	<p><u>Enable students to build job confidence while they earn valuable Professional Certificates through Coursera Career Academy.</u></p> <p><u>Connect students to role-specific training from industry leaders like Meta, IBM, and Google.</u></p>	<p><u>\$125/seat</u></p>		<p><u>Career Academy</u></p>

Lumen Touch

<u>Bundle name</u>	<u>Description</u>	<u>Pricing</u>	<u>Logos and fliers</u>	<u>Website</u>
<p><u>Lumen Touch</u></p> <p><u>Bright SUITE</u></p>	<p><u>With Lumen Touch you now have the opportunity of tracking your students from Early Childhood through High School and beyond in one system. This total offering brings many advantages including tremendous cost and time saving efficiencies while allowing students and teachers to embrace technology to accelerate the trajectory of learning and wellbeing of each student in a just-in-time manner. Schools and districts can deploy the total package or the individual modules allowing for a truly personalized and flexible management system that meet your individual district and school needs from Special Education to Student Information, Library and Resources Management to Student Individual Plans of Study and complete Health and Wellness Management. With Bright SUITE your district will be connecting all students to opportunities!</u></p>	<p><u>License Fee:</u></p> <p><u>\$15/student</u></p> <p><u>Hosting with Backup & Recovery:</u></p> <p><u>\$650-\$2000 depending on size of school district</u></p> <p><u>Implementation Fee:</u></p> <p><u>\$750 minimum depending on size of school district.</u></p> <p><u>Training:</u></p> <p><u>\$1400 first year minimum</u></p>		<p><u>lumentouch.com</u></p>

		\$525 following years		
<u>Lumen Touch Bright SPED</u>	Bright SPED is a comprehensive, federal and state compliant, special education system that manages the complexities and changing dynamics of special education reporting. It is Web based allowing connection anytime, anywhere on any device. Our interactive dashboards drive the experience for each user and avoid complex navigation while providing real time data the minute the user logs into their individualized portal.	License Fee: \$2.50/student Hosting with Backup & Recovery: \$650-\$2000 depending on size of school district Implementation Fee: \$750 minimum depending on size of school district. Training:		<u>lumentouch.com</u> Commented [CP2]: This may be in direct competition with our SRS program and we wouldn't want to promote it. Remove from the contract.

		<p><u>\$1400 first year minimum</u></p> <p><u>\$525 following years</u></p>		

School Day


<u>Bundle name</u>	<u>Description</u>	<u>Pricing</u>	<u>Logos and fliers</u>	<u>Website</u>
<p><u>School Day</u></p>	<p><u>Improve the well-being of your students</u></p> <p><u>When students feel good, they learn best. School Day asks students questions about their well-being, analyzes the answers and provides real-time information. Our service makes the well-being of classes and groups visible and offers pedagogical solutions and content for the development of well-being. We help students, teachers and school communities to create a healthy environment for learning.</u></p>	<p><u>License Fee:</u></p> <p><u>\$1.00 per student</u></p> <p><u>minimum order</u></p> <p><u>\$1,000</u></p>		<p><u>www.school day.com</u></p>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

[See Above](#)

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within 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.

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: No:
- b. If "Yes", Order receipt method: Email: _____ cXML: _____
 - i. If "Email" address to deliver orders to: Jennifer@gg4L.com _____
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Haley Medina _____
- b. Title: District Engagement Executive _____
- c. Phone: (832) 408-1090 _____
- d. Email: Haley@gg4L.com _____

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Steve Kindel _____
Contact email address: steve@gg4L.com _____
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

Questions Contact:
Craig Peterson

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

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

GG4L Terms of Service for Schools

We are pleased to welcome you as a member of the Global Grid for Learning and to our network of cooperating educational organizations, edtech vendors and financial sponsors who are working together to make education technology safer, more effective and more cost efficient.

Global Grid for Learning ("GG4L", "we", "us", "our") provides access to the School Passport platform to a School (school, school district, community college, university, or other educational organization) for the purposes of sharing data between the School and data consumers. Data consumers are typically cloud-based applications.

Our product, School Passport, is an iPaaS data integration hub that transmits roster and other operational data between Schools and consumers of that data on behalf of the School. Only data that is explicitly authorized by the School is made available to data consumers.

Data privacy is important to us. GG4L protects the privacy of any information we may collect through School Passport and other services and websites we own and operate. Details can be found in our Privacy Policy. It is important to note that data ownership of School data at all times and in all circumstances remains exclusively with the School. Schools have complete control of and responsibility for their data. If you have questions about or need help with your data, just ask us.

Thank you for choosing Global Grid for Learning and for joining our network of educators, technologists and sponsors who protect data privacy and serve K-12 education through better education technology.

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1. Terms

GG4L grants your School a limited, non-assignable, non-sublicensable and non-exclusive license to access and use School Passport to share School data with one or more data consumers as long as the terms of the Terms of Service, the terms of our Privacy Policy and all applicable commercial and legal obligations and terms are met.

By accessing our service you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or

accessing the service. The content and features contained in the service are protected by applicable copyright and trademark law.

-

2. Use

Who can sign up for and use an administrative user account?

A School Passport administrative account gives you access to our service. In order to sign up and continue accessing the service you must be authorized by the School to access this service on behalf of the School and you must be legally representing the School with regards to the use of the features, functions and content of this service.

-

FERPA and COPPA Compliance

We treat your data as confidential and do not unnecessarily access it or knowingly share it in an unauthorized manner with third parties. Details can be found in our Privacy Policy.

The School is responsible for appropriate use of GG4L services and must establish internal policies to ensure FERPA and COPPA compliance. You agree to uphold your responsibilities under the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act.

GG4L acts as an authorized agent of the School. In this capacity our service transfers data from your School to a data consumer authorized by the School. Data transfers may contain data about children under age 13. Before authorizing use of the service or sharing data with a data consumer, it is the responsibility of the School to issue any required notifications and gain any required consent from parents or guardians of protected children.

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GG4L Access to School Owned Data

You authorize us to access your data and will provide a way for us to access the information stored in your SIS, LMS, LDAP or other applicable systems. We will access and process data only as necessary to provide our service. The School at all times owns all rights, title and interest to all of its data. As such, the School is solely responsible for all of its data. We do not own, control, or license your data except to provide the School Passport service.

We provide access to your data only to our employees and certain trusted contractors or service providers who have a legitimate need to access it in connection with providing the School Passport service. Anyone involved in the handling of your data will treat it as

confidential, will not disclose such data and will comply with these Terms of Service and our Privacy Policy.

We maintain access log(s) that record all disclosures of, or access to, your data within our possession and we will provide copies of those access log(s) to you upon your request.

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Data Consumer Access to School Owned Data

You may authorize one or more data consumers to securely access your School's data through our School Passport platform. We will not transfer data to a data consumer unless transfer is explicitly authorized by your School.

At any time, you can revoke any data consumer's access through our platform.

You acknowledge that we are not responsible for the data practices of data consumers. You are solely responsible for the consequences of providing access to and transmitting data to data consumers.

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Removing Your Data from Our Service

You may request in writing that we delete any or all of your School's data that is in our possession at any time. We will comply with your request in a commercially reasonable time not to exceed sixty (60) business days.

If you grant access to your data to a data consumer and subsequently need that data deleted, you need to request such deletion directly from that data consumer.

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Cancellation/Termination of School Passport's Service

Schools may at any time, and for any or no reason, terminate these Terms of Service and cancel access to our service by providing written notice.

Within seventy-two (72) hours of our receipt of such notice of termination, or earlier if commercially reasonable to do so, we will cease accessing your SIS. We will automatically delete all of your data that is currently operational within seventy-two (72) hours of our receipt of the termination notice. Data residing on backups or internal logs will be removed within sixty (60) days. We will provide notice to the School when your data has been deleted.

GG4L can cancel your access to the service any time with 30 days' notice. In addition, we can terminate your access to the service with no notice if

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- we believe you are in violation of the Terms of Service or our Privacy Policy,
- we believe that harm to a person or property is likely to occur, or
- we have reasonable evidence that representatives of your organization have violated the law.

However the service is terminated, once data has been transmitted to a data consumer, it is the School's responsibility to negotiate subsequent data processing or removal at the consumer's service directly with the data consumer.

-

3. Disclaimer

The service is provided on an 'as is' basis. GG4L makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, GG4L does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of content and features of the service or of any website or service linked or referenced by the service.

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4. Limitations

In no event shall GG4L or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the content and features of the service, even if GG4L or a GG4L authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

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5. Accuracy of materials

The materials appearing on the service could include technical, typographical, or photographic errors. GG4L does not warrant that any of the materials on its website are accurate, complete or current. GG4L may make changes to the content and features contained on the services at

any time without notice. However, GG4L does not make any commitment to update the materials.

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6. Links and References to other Websites and Services

GG4L has not reviewed all of the websites and services linked to or referenced by the service and is not responsible for the contents, features or reliability of any such website or service. The inclusion of any link or reference does not imply endorsement by GG4L. Use of any such linked or referenced website or service is at the user's own risk.

-

7. Modifications

GG4L may revise these terms of service for School Passport at any time without notice. We will take reasonable steps to let users know about changes via our service. By using this service you are agreeing to be bound by the then current version of these terms of service.

If we make a significant change to this document we will ask you to re-consent to the amended terms.

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8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of California and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

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To contact the Global Grid for Learning Data Controller or Data Protection Officer:

Email: dataprivacy@gg4l.com

Mail: Global Grid for Learning, A Public Benefit Corporation Attn: Data Privacy

1101 Marina Village Parkway, Suite 201, Alameda, CA 94501 USA



2022-2025 SPECIAL BUY AGREEMENT

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

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a quarterly basis beginning three months from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on [November 1, 2022](#) ("Effective Date") and shall continue until 12:00 midnight (CST) on [October 31, 2025](#), unless terminated earlier as provided by this Agreement or by law.
- 5. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to

enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.

6. Termination.

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

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

7. Indemnification.

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

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

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

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

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

- 10. Publicity.** The Cooperative does not endorse the goods or services of the Contractor. Except for listing the Cooperative as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the Cooperative.
- 11. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESU, or Member property or at Cooperative, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESU, or Member premises or at Cooperative, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 12. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 13. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 14. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 15. Taxpayer Identification.** Contractor's federal employer identification number is: 06-1226353.
- 16. Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

- 17. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: [Scholastic Library Publishing, Inc](#)
[Attn: Kathy Brown](#)
[557 Broadway New York, NY 10012](#)

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

COOPERATIVE

By: 

By: _____

Name: Toni Abrahams

Name: Kraig Lofquist

Title: VP of Operations

Title: Executive Director

Date: 11/3/2022

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

(Digital): Scholastic Go, TrueFlix, Teachables, ScienceFlix, Watch & Learn Library

(Print) Children's Press, Franklin Watts, and selected Scholastic titles

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

To receive the below discounts/Prices, purchase order must be emailed to KMBrown@Scholastic.com or TRoller1@Scholastic.com.

Digital

10% off Education Pricing Grid (prices are subject to change annually in August but discount will remain unchanged. Please see next pages for individual Digital pricing.<<VENDOR-INSERT PRICING>>

Print

32% off list price (Reinforced Library Binding) Children's Press, Franklin Watts, and selected Scholastic titles

40% off list price (Trade binding) selected Scholastic titles

Free "Standard" Marc Records

Free "Standard" Library Processing

"Standard"=requires no data manipulation

Free shipping and handling on orders of \$350 or more. For orders less than \$350, there is a 5% charge.



To receive the below prices, purchase orders must be emailed to KMBrown@Scholastic.com or TRoller1@Scholastic.com

School Pricing 2023-2025

ALL PRICING IS CONFIDENTIAL

# of schools	Annual list price per school	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1	\$1,968	\$843	\$860	\$877
2 to 5	\$1,968	\$689	\$702	\$716
6 to 10	\$1,968	\$633	\$645	\$658
11 to 50	\$1,968	\$550	\$561	\$572
51 - 100	\$1,968	\$504	\$514	\$524
100+	\$1,968	\$458	\$467	\$477



# of schools	Annual list price per school	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1	\$1,070	\$645	\$658	\$671
2 to 5	\$1,070	\$583	\$595	\$607
6 to 10	\$1,070	\$520	\$530	\$541
11 to 50	\$1,070	\$452	\$461	\$471
51 to 100	\$1,070	\$382	\$390	\$397
100+	\$1,070	\$314	\$320	\$326



# of schools	Annual list price per school	Annual price per Middle & High School (Grade 6-Up)	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1	\$1,345		\$665	\$678	\$692
2 to 5	\$1,345		\$655	\$668	\$682
6 to 10	\$1,345		\$634	\$647	\$659
11 to 50	\$1,345		\$609	\$621	\$633
51 to 100	\$1,345		\$554	\$565	\$577
100+	\$1,345		\$452	\$462	\$471
		Annual Price per Elementary School (Grade K-5)	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
			\$634	\$647	\$659
			\$577	\$588	\$600
			\$518	\$529	\$539
			\$455	\$464	\$473
			\$386	\$394	\$402
			\$312	\$318	\$325

SCHOLASTIC Teachables

Printables, Lessons, Mini-Books, and More!

# of schools	Annual list price per school	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1	\$1,019	\$458	\$467	\$477
2 to 5	\$1,019	\$444	\$453	\$462
6 to 10	\$1,019	\$421	\$429	\$438
11 to 50	\$1,019	\$374	\$381	\$389
51 to 100	\$1,019	\$327	\$334	\$340
100+	\$1,019	\$280	\$286	\$292

Watch & Learn LIBRARY

# of schools	Annual list price per school	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1	\$2,039	\$689	\$702	\$716
2 to 5	\$2,039	\$654	\$667	\$680
6 to 10	\$2,039	\$621	\$633	\$646
11 to 50	\$2,039	\$551	\$562	\$573
51 to 100	\$2,039	\$480	\$490	\$500
100+	\$2,039	\$458	\$467	\$477



To receive the below prices, purchase orders must be emailed to KMBrown@Scholastic.com or TRoller1@Scholastic.com

Public Library Pricing 2023-2025

ALL PRICING IS CONFIDENTIAL

Population served	BookFlix Standard Pricing	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
Less than 7,500	\$1,307	\$840	\$857	\$874
7,501-15,000	\$1,607	\$1,033	\$1,054	\$1,075
15,001-30,000	\$2,929	\$1,882	\$1,920	\$1,958
30,001-50,000	\$4,119	\$2,647	\$2,700	\$2,754
50,001-75,000	\$6,252	\$4,018	\$4,098	\$4,180
75,001-150,000	\$8,240	\$5,295	\$5,401	\$5,509
150,001-200,000	\$10,438	\$6,708	\$6,842	\$6,979
200,001-250,000	\$12,361	\$7,943	\$8,102	\$8,264
250,001-375,000	\$15,697	\$10,087	\$10,289	\$10,495
375,001-500,000	\$19,229	\$12,356	\$12,603	\$12,856
500,001-625,000	\$23,939	\$15,383	\$15,691	\$16,004
625,001-750,000	\$28,779	\$18,493	\$18,863	\$19,240
750,001-1,000,000	\$34,338	\$22,066	\$22,507	\$22,957
1,000,001-1,250,000	\$37,936	\$24,378	\$24,865	\$25,362
1,250,001-1,500,000	\$41,207	\$26,480	\$27,009	\$27,549

1,500,001-1,750,000	\$45,327	\$29,127	\$29,710	\$30,304
1,750,001-2,000,000	\$48,075	\$30,893	\$31,511	\$32,141
2,000,001-2,250,000	\$50,822	\$32,658	\$33,311	\$33,978



Public Library Pricing 2022-2025

ALL PRICING IS CONFIDENTIAL

Population served			
	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
1-5,000	\$1,066	\$1,088	\$1,109
5,001-10,000	\$1,517	\$1,548	\$1,579
10,001-20,000	\$1,966	\$2,005	\$2,045
20,001-50,000	\$3,582	\$3,654	\$3,727
50,001-100,000	\$6,781	\$6,916	\$7,055
100,001-150,000	\$10,545	\$10,756	\$10,971
150,001-200,000	\$14,440	\$14,729	\$15,024
200,001-300,000	\$20,035	\$20,436	\$20,844
300,001-400,000	\$26,640	\$27,173	\$27,716
400,001-500,000	\$33,248	\$33,913	\$34,591
500,001-600,000	\$39,431	\$40,220	\$41,024
600,001-700,000	\$45,196	\$46,100	\$47,022
700,001-800,000	\$50,960	\$51,979	\$53,019
800,001-900,000	\$56,725	\$57,859	\$59,016
900,001-1,000,000	\$62,489	\$63,739	\$65,013
1,000,001-1,100,000	\$66,431	\$67,760	\$69,115
1,100,001-1,200,000	\$70,301	\$71,707	\$73,141
1,200,001-1,300,000	\$75,146	\$76,649	\$78,182

1,300,001-1,400,000	\$80,132	\$81,734	\$83,369
1,400,001-1,500,000	\$85,047	\$86,748	\$88,483
1,500,001-1,600,000	\$89,962	\$91,761	\$93,597
1,600,001-1,700,000	\$94,878	\$96,776	\$98,711
1,700,001-1,800,000	\$99,793	\$101,789	\$103,824
1,800,001-1,900,000	\$104,709	\$106,804	\$108,940
1,900,001-2,000,000	\$109,624	\$111,817	\$114,053



Public Library Pricing 2022-2025

ALL PRICING IS CONFIDENTIAL

Population served	TrueFlix Standard Pricing	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
Less than 7,500	\$790	\$653	\$666	\$679
7,501-15,000	\$972	\$803	\$819	\$835
15,001-30,000	\$1,771	\$1,463	\$1,493	\$1,522
30,001-50,000	\$2,491	\$2,058	\$2,100	\$2,142
50,001-75,000	\$3,781	\$3,124	\$3,186	\$3,250
75,001-150,000	\$4,984	\$4,118	\$4,200	\$4,284
150,001-200,000	\$6,312	\$5,215	\$5,320	\$5,426
200,001-250,000	\$7,476	\$6,176	\$6,300	\$6,426
250,001-375,000	\$9,493	\$7,843	\$8,000	\$8,160
375,001-500,000	\$11,298	\$9,334	\$9,521	\$9,711
500,001-625,000	\$14,478	\$11,961	\$12,201	\$12,445
625,001-750,000	\$17,405	\$14,380	\$14,667	\$14,961
750,001-1,000,000	\$20,768	\$17,158	\$17,501	\$17,851
1,000,001-1,250,000	\$22,944	\$18,956	\$19,335	\$19,722
1,250,001-1,500,000	\$24,921	\$20,590	\$21,002	\$21,422
1,500,001-1,750,000	\$27,413	\$22,649	\$23,102	\$23,564
1,750,001-2,000,000	\$29,075	\$24,022	\$24,503	\$24,993
2,000,001-2,250,000	\$30,737	\$25,395	\$25,903	\$26,421



Public Library Pricing 2022-2025

ALL PRICING IS CONFIDENTIAL

Population served	ScienceFlix Standard Pricing	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
Less than 7,500	\$845	\$698	\$712	\$727
7,501-15,000	\$1,040	\$859	\$876	\$894
15,001-30,000	\$1,894	\$1,565	\$1,596	\$1,628
30,001-50,000	\$2,664	\$2,201	\$2,245	\$2,290
50,001-75,000	\$4,043	\$3,341	\$3,407	\$3,476
75,001-150,000	\$5,329	\$4,403	\$4,491	\$4,581
150,001-200,000	\$6,749	\$5,576	\$5,688	\$5,802
200,001-250,000	\$7,993	\$6,604	\$6,736	\$6,871
250,001-375,000	\$10,150	\$8,386	\$8,554	\$8,725
375,001-500,000	\$12,079	\$9,979	\$10,179	\$10,383
500,001-625,000	\$15,480	\$12,790	\$13,046	\$13,307
625,001-750,000	\$18,609	\$15,375	\$15,682	\$15,996
750,001-1,000,000	\$22,204	\$18,345	\$18,712	\$19,086
1,000,001-1,250,000	\$24,530	\$20,267	\$20,672	\$21,085
1,250,001-1,500,000	\$26,646	\$22,015	\$22,455	\$22,904
1,500,001-1,750,000	\$29,310	\$24,216	\$24,700	\$25,194
1,750,001-2,000,000	\$31,086	\$25,683	\$26,197	\$26,721
2,000,001-2,250,000	\$32,862	\$27,151	\$27,694	\$28,248



Public Library Pricing 2022-2025

ALL PRICING IS CONFIDENTIAL

Population served	Standard Pricing	Nebraska ESUCC Cooperative Purchasing Price 2023 (until 7/31/2023)	Nebraska ESUCC Cooperative Purchasing Price 2024 (until 7/31/2024)	Nebraska ESUCC Cooperative Purchasing Price 2025 (until 7/31/2025)
Less than 7,500	\$1,080	\$496	\$506	\$516
7,501-15,000	\$1,404	\$644	\$657	\$670
15,001-30,000	\$1,825	\$838	\$855	\$872
30,001-50,000	\$2,373	\$1,089	\$1,111	\$1,133
50,001-75,000	\$3,085	\$1,416	\$1,444	\$1,473
75,001-150,000	\$4,010	\$1,841	\$1,877	\$1,915
150,001-200,000	\$5,213	\$2,393	\$2,441	\$2,489
200,001-250,000	\$6,777	\$3,111	\$3,173	\$3,236
250,001-375,000	\$8,810	\$4,044	\$4,125	\$4,207
375,001-500,000	\$11,453	\$5,257	\$5,362	\$5,469
500,001-625,000	\$14,889	\$6,834	\$6,971	\$7,110
625,001-750,000	\$17,866	\$8,201	\$8,365	\$8,532
750,001-1,000,000	\$21,440	\$9,841	\$10,038	\$10,238
1,000,001-1,250,000	\$25,728	\$11,809	\$12,045	\$12,286
1,250,001-1,500,000	\$28,300	\$12,990	\$13,250	\$13,515
1,500,001-1,750,000	\$31,131	\$14,289	\$14,575	\$14,866
1,750,001-2,000,000	\$34,244	\$15,718	\$16,032	\$16,353
2,000,001-2,250,000	\$37,668	\$17,290	\$17,635	\$17,988



Public Library Pricing 2022-2025

ALL PRICING IS CONFIDENTIAL

Population served	Standard Pricing	Nebraska ESUCC Cooperative Purchasing		
		Price 2023 (until 7/31/2023)	Price 2024 (until 7/31/2024)	Price 2025 (until 7/31/2025)
Less than 7,500	\$1,999	\$917	\$935	\$954
7,501-15,000	\$2,597	\$1,192	\$1,216	\$1,240
15,001-30,000	\$3,377	\$1,550	\$1,581	\$1,612
30,001-50,000	\$4,390	\$2,015	\$2,055	\$2,096
50,001-75,000	\$5,706	\$2,619	\$2,672	\$2,725
75,001-150,000	\$7,418	\$3,405	\$3,473	\$3,543
150,001-200,000	\$9,644	\$4,427	\$4,515	\$4,605
200,001-250,000	\$12,537	\$5,755	\$5,870	\$5,987
250,001-375,000	\$16,298	\$7,481	\$7,631	\$7,783
375,001-500,000	\$21,188	\$9,725	\$9,920	\$10,118
500,001-625,000	\$27,544	\$12,643	\$12,896	\$13,154
625,001-750,000	\$33,053	\$15,171	\$15,475	\$15,784
750,001-1,000,000	\$39,664	\$18,206	\$18,570	\$18,941
1,000,001-1,250,000	\$47,596	\$21,847	\$22,284	\$22,729
1,250,001-1,500,000	\$52,356	\$24,031	\$24,512	\$25,002
1,500,001-1,750,000	\$57,591	\$26,434	\$26,963	\$27,502
1,750,001-2,000,000	\$63,351	\$29,078	\$29,659	\$30,253
2,000,001-2,250,000	\$69,686	\$31,986	\$32,625	\$33,278

Please Note:

Renewals are subject to price increases.

All prices include remote access.

Pricing good through July 31, 2025.

2. **Payment Terms/ Payment Schedule**

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

3. **Acceptance of Services or Products:**

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

4. **Title and Risk of Loss:**

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

- a. First, Last name: [Tina Roller](#)
- b. Title: [n/a](#)
- c. Phone: [800-387-1437 X6354](#)
- d. Email: TRoller1@Scholastic.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. Product Information URL: [n/a](#)

November 2022

Q3 2020 Sales: Q3 2022 sales **up \$3.332M** from Q3 2021

- * Special Buys: up \$1.6M
- * AEPA: up \$1.8M
- * Food & Custodial Buys: down 1M
- * Annual Buy Punch Out: up \$5K

Food Audit: 2022-23 Food program audit completed

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

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WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Loup Basin Public Health Department desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Loup Basin Public Health Department commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

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Attn: Executive Director

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

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19. Counterparts. The Agencies 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 Agencies 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 Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and

exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____,
Kraig Lofquist
Executive Director

Signature: _____ Date: _____,
Printed Name: _____
Title: _____

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WHEREAS, the ESUCC and Panhandle Public Health District desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes

and ordering procedures;

WHEREAS, Panhandle Public Health District commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

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verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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ESUCC: ESUCC
Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

PPHD: _____
Attn: _____

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

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negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____,
Kraig Lofquist
Executive Director

Signature: _____ Date: _____,

Printed Name: _____

Title: _____

Legal Committee Meeting
Tuesday, November 15, 2022 2:00 PM
ESU No. 3
6949 South 110th Street
Omaha, NE 68128

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Consent Agenda Items
Committee Chair

3.1. Coop Contracts
Committee Chair

3.1.1. Special Buy agreement with Scholastic
Committee Chair

3.1.2. Special Buy agreement with Capstone
Committee Chair

3.1.3. Extension to Special Buy agreement with Staples
Committee Chair

3.1.4. Special Buy agreement with Newsela
Committee Chair

3.1.5. Special Buy Agreement for Global Grid for Learning (GG4L)
Committee Chair

3.1.6. Special Buy agreement with WeVideo
Committee Chair

4. Agenda Item
Committee Chair

4.1. COOP
Committee Chair

4.1.1. Coop Strategic Plan
Committee Chair

4.1.2. Approve Interlocal Agreement with Loup Basin Public Health Department
Committee Chair

4.1.3. Approve Interlocal Agreement with Panhandle Public Health District
Committee Chair

4.1.4. Staff Written Reports
Committee Chair

4.1.4.1. Peterson Report
Committee Chair

4.1.4.2. Colleen Lentz (Data)

4.2. Legislative Updates
Committee Chair

4.2.1. Bromm's Updates
Curt and Jason Bromm

4.2.1.1. Non-Public Support
Committee Chair

4.2.1.2. Cybersecurity
Committee Chair

4.2.2. Legislative Day 2023
Committee Chair

4.3. Policies and Procedures
Committee Chair

5. Next Meetings Agenda Items
Committee Chair

6. Adjournment
Committee Chair

RESOLUTION

WHEREAS, on November 16, 2022, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreement with Loup Basin Public Health Department to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC’s Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC’s Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

It was so moved by _____ and seconded by _____
_____ this 16th day of November, 2022.

Roll call vote as follows:

	Name	<u>Yes</u>	<u>No</u>
ESU 1:	Dr. Bill Heimann	___	___
ESU 2:	Dr. Ted DeTurk	___	___
ESU 3:	Dr. Dan Schnoes	___	___
ESU 4:	Gregg Robke	___	___
ESU 5:	Dr. Brenda McNiff	___	___
ESU 6:	Dr. John Skretta	___	___

ESU 7:	Dr. Larianne Polk	_____	_____
ESU 8:	Corey Dahl	_____	_____
ESU 9:	Drew Harris	_____	_____
ESU 10:	Dr. Melissa Wheelock	_____	_____
ESU 11:	John Poppert	_____	_____
ESU 13:	Dr. Laura Barrett	_____	_____
ESU 15:	Paul Calvert	_____	_____
ESU 16:	Deb Paulman	_____	_____
ESU 17:	Geraldine Erickson	_____	_____
ESU 18:	Dr. Sarah Salem	_____	_____
ESU 19:	Canyon Chism	_____	_____

RESOLUTION

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17. Amendments and Modifications. The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

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19. Counterparts. The Agencies 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 Agencies 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 Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and

exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____,
Kraig Lofquist
Executive Director

Signature: _____ Date: _____,
Printed Name: _____
Title: _____

RESOLUTION

WHEREAS, on November 16, 2022, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreement with Loup Basin Public Health Department to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC’s Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC’s Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

It was so moved by _____ and seconded by _____
_____ this 16th day of November, 2022.

Roll call vote as follows:

	Name	<u>Yes</u>	<u>No</u>
ESU 1:	Dr. Bill Heimann	___	___
ESU 2:	Dr. Ted DeTurk	___	___
ESU 3:	Dr. Dan Schnoes	___	___
ESU 4:	Gregg Robke	___	___
ESU 5:	Dr. Brenda McNiff	___	___
ESU 6:	Dr. John Skretta	___	___

ESU 7:	Dr. Larianne Polk	___	___
ESU 8:	Corey Dahl	___	___
ESU 9:	Drew Harris	___	___
ESU 10:	Dr. Melissa Wheelock	___	___
ESU 11:	John Poppert	___	___
ESU 13:	Dr. Laura Barrett	___	___
ESU 15:	Paul Calvert	___	___
ESU 16:	Deb Paulman	___	___
ESU 17:	Geraldine Erickson	___	___
ESU 18:	Dr. Sarah Salem	___	___
ESU 19:	Canyon Chism	___	___

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Panhandle Public Health District, commonly known as PPHD. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Panhandle Public Health District desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes

and ordering procedures;

WHEREAS, Panhandle Public Health District commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own

purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

11. Nondiscrimination. The Agencies 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.

12. Employment Eligibility Verification. The Agencies 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 a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party 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.

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency 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 electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

PPHD: _____
Attn: _____

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

17. Amendments and Modifications. The Agencies may amend or modify this Agreement only by a written agreement signed by both parties that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

18. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

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20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous

negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____,
Kraig Lofquist
Executive Director

Signature: _____ Date: _____,

Printed Name: _____

Title: _____

RESOLUTION

WHEREAS, on November 16, 2022, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreement with Panhandle Public Health District to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC’s Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC’s Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

It was so moved by _____ (ESU #) and seconded by _____ (ESU #) this 16th day of November, 2022.

Roll call vote as follows:

	Name	<u>Yes</u>	<u>No</u>
ESU 1:	Dr. Bill Heimann	___	___
ESU 2:	Dr. Ted DeTurk	___	___
ESU 3:	Dr. Dan Schnoes	___	___
ESU 4:	Gregg Robke	___	___
ESU 5:	Dr. Brenda McNiff	___	___
ESU 6:	Dr. John Skretta	___	___

ESU 7:	Dr. Larianne Polk	_____	_____
ESU 8:	Corey Dahl	_____	_____
ESU 9:	Drew Harris	_____	_____
ESU 10:	Dr. Melissa Wheelock	_____	_____
ESU 11:	John Poppert	_____	_____
ESU 13:	Dr. Laura Barrett	_____	_____
ESU 15:	Paul Calvert	_____	_____
ESU 16:	Deb Paulman	_____	_____
ESU 17:	Geraldine Erickson	_____	_____
ESU 18:	Dr. Sarah Salem	_____	_____
ESU 19:	Canyon Chism	_____	_____