

ESUCC
Regular Meeting
Tuesday, May 2, 2023, 12:30 PM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 11/11/20

Attendance Taken at 12:30 AM.

Bill Heimann (ESU 01):	Present
Ted DeTurk (ESU 02):	Present
Dan Schnoes (NE) (ESU 03):	Present
Gregg Robke (ESU 04):	Absent
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
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 SchoolsPLP

4.2.2. Special Buy agreement with Nearpod

4.2.3. Approve AEPA 2021.5, 2021.75 and 2022.5 Extensions

4.2.4. Approve AEPA 2023.5 solicitation contracts

4.2.5. Addendum to Special Buy agreement with Securly

5. Petitions and Communications to the Board

5.1. Learning Community Update

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

5.2.1. Commissioner Brian Maher

5.3. Association of Education Service Agency's Report

6. Executive Reports

6.1. Executive Director Report

6.1.1. SPARQ Negotiations

6.1.2. ESUCC Redesign: Update

6.1.2.1. Lead

6.1.2.2. Advocate

6.1.2.3. Influence

6.1.2.4. Invest

6.1.2.5. SIMPL Workgroup

6.2. Executive Committee Report

- 6.2.1. Approve Claims, Financials Statements, and Assets for Month of March
- 6.2.2. Approval of April Expenses to be paid in May.
- 6.2.3. Recommend approval of May, June, July, August claims as approved by Executive Director
- 6.2.4. Rule 84 meeting - January 2024
- 6.2.5. ESUCC Committee Membership 2023-2025
- 6.2.6. Discuss a timeline for reviewing the current ESU Standards

7. Public Comment

8. Recommendations from Standing Committees and Project Reports

8.1. Information Services Committee

8.2. Education Resources

8.3. Legal Committee

8.3.1. Approve Interlocal Agreement with Lincoln Electric System for Cooperative Purchasing

8.3.2. Authorize Executive Director to approve/sign contracts during the months of May, June, July, August

9. Hanover Research

10. ESU Share Out Topics

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]

Robert Uhing

Robert Uhing, Administrator
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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 Shoemaker

Dan Shoemaker, Administrator
Educational Service Unit No. 6

Norman Ronnell

Norman Ronnell, Administrator
Educational Service Unit No. 7

Randy Peck

Randy Peck, Administrator
Educational Service Unit No. 8

Mick Loughran

Mick Loughran, Administrator
Educational Service Unit No. 9

Wayne B. Bell

Wayne Bell, Administrator
Educational Service Unit No. 10

Ron Karr

Ron Karr, Administrator
Educational Service Unit No. 11

Terry Miller

Terry Miller, Administrator Jeff West
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Brent McMurtry

Brent McMurtrey, Administrator
Educational Service Unit No. 15

Margene Beatty

Margene Beatty, Administrator
Educational Service Unit No. 16

Dennis Radford

Dennis Radford, Administrator
Educational Service Unit No. 17

David Myers

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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



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Nebraska Council
of School Administrators

455 South 11th Street, Suite A
Lincoln, NE 68508
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ncsa.org

ESUCC
Regular Meeting
Wednesday, April 5, 2023, 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: 3/29/23

Attendance Taken at 8:30 AM.

Bill Heimann (ESU 01):	Absent
Ted DeTurk (ESU 02):	Present
Dan Schnoes (NE) (ESU 03):	Present
Gregg Robke (ESU 04):	Absent
Brenda McNiff (ESU 05):	Absent
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):	Absent
Kanyon Chism (ESU 19):	Present

Attendance Update Taken at 8:37 AM.

Gregg Robke (ESU 04): Present

ESU Coordinating Council Information

Educational Service Unit Coordinating Council Regular Meeting

Call to Order

Call to order at 8:30 AM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana, Craig Peterson

Roll Call

Consent Agenda Items

Consent agenda items to be approved.

Approve consent agenda items listed Passed with a motion by Dahl, Corey (ESU 08) and a second by Poppert, John (ESU 11).

Ted DeTurk (ESU 02):	Yea
Dan Schnoes (NE) (ESU 03):	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
Kanyon Chism (ESU 19):	Yea

Yea: 13, Nay: 0

1. Approval of Minutes
2. Coop Contracts
 - a. Special Buy agreement with _Wheelhouse Solutions LLC, dba My Central Supply
 - b. Special Buy agreement with Impero Solutions Inc.

Petitions and Communications to the Board

Learning Community Update

No report given.

State Board of Education and Nebraska Department of Education Report

No report given. New NDE Commissioner will be Brian Maher.

Association of Education Service Agency's Report

The Board President shared updates from the AESA board meeting and the annual report. They are accepting proposals for AESA conference in Anaheim, CA on November 24-December 1, 2023.

Executive Reports

Executive Director Report

The Executive Director gave his updates to the ESUCC Board. Please complete the surveys that have been sent out.

Open Meeting Law - Texting During Board Meetings

Discussion on texting during board meetings and the Open Meetings Law.

NICN School IPC Conference

Discussion on the NICN School IPC Conference.

ESUCC Redesign: Update

Lead

Committee Chair discussion on the Lead Bold Step. There will be a survey to come out for PDO.

Advocate

Committee Chair discussion on the Advocate Bold Step. Shared results from last month's poll.

Retaining Staff

This month's survey is on retaining staff. Group discussion on this topic.

Influence

Committee Chair discussion on the Influence Bold Step.

Invest

Committee Chair discussion on the Invest Bold Step.

SIMPL Workgroup

Committee Chair discussion on the SIMPL Advisory Group.

Executive Committee Report

The Board President gave updates from committee discussions.

Rule 84 meeting - January 2024

Discussed the January 2024 Rule 84 meeting. Will bring back some options of possible change.

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

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

Approve Claims, Financials Statements, and Assets for Month of February Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Calvert, Paul (ESU 15).

Ted DeTurk (ESU 02): Yea

Dan Schnoes (NE) (ESU 03): Yea

Gregg Robke (ESU 04): 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
Kanyon Chism (ESU 19): Yea
Yea: 14, Nay: 0

Approval of March Expenses to be paid in April

The Treasurer reviewed the March expenses to be paid in April.

Recommend motion to approve March expenses to be paid in April Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Wheelock, Melissa (ESU 10).

Ted DeTurk (ESU 02): Yea
Dan Schnoes (NE) (ESU 03): Yea
Gregg Robke (ESU 04): 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
Kanyon Chism (ESU 19): Yea
Yea: 14, Nay: 0

Approve John Skretta as President Elect 2023-2025

The Board President shared the approval for Dr John Skeretta to be President-Elect for 2023-2025.

Approve John Skretta as President Elect 2023-2025 Passed with a motion by Poppert, John (ESU 11) and a second by Dahl, Corey (ESU 08).

Ted DeTurk (ESU 02): Yea
Dan Schnoes (NE) (ESU 03): Yea
Gregg Robke (ESU 04): 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
Kanyon Chism (ESU 19): Yea
Yea: 14, Nay: 0

Public Comment

There was no public comment.

Recommendations from Standing Committees and Project Reports

Information Services Committee

The Committee Chair shared committee updates.

Education Resources Committee

The Committee Chair shared committee updates.

Legal Committee

The Committee Chair shared committee updates.

Approve Interlocal Agreement with Village of Republican City for Cooperative Purchasing

The Committee Chair reviewed the interlocal to be approved.

Approve Interlocal Agreement with Village of Republican City for Cooperative Purchasing

Passed with a motion by Harris, Drew (ESU 09) and a second by Robke, Gregg (ESU 04).

Ted DeTurk (ESU 02): Yea
Dan Schnoes (NE) (ESU 03): Yea
Gregg Robke (ESU 04): 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
Kanyon Chism (ESU 19): Yea
Yea: 14, Nay: 0

Approve Interlocal Agreement with City of Minden for Cooperative Purchasing

The Committee Chair reviewed the interlocal to be approved.

Approve Interlocal Agreement with City of Minden for Cooperative Purchasing Passed with a motion by Dahl, Corey (ESU 08) and a second by Poppert, John (ESU 11).

Ted DeTurk (ESU 02): Yea
Dan Schnoes (NE) (ESU 03): Yea
Gregg Robke (ESU 04): 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
Kanyon Chism (ESU 19): Yea
Yea: 14, Nay: 0

Hanover Research

No article articles were shared this month.

ESU Share Out Topics

ESU 7 shared updates on their external visit. April 26th is Administrative Assistants Day. Discussion on the Department of Labor teacher grants. New Board training videos to share at board meetings. Currently, there will be four videos available to share. AI discussion on ChatGPT, there is a need to be discussed/trained. Shared information on Accuracy in Media.

NEW ESU Chief Administrators

No topics to discuss this month.

Leadership and Learning

The Board discussed retaining staff under the Advocate Bold Step.

SPARQ Negotiations Presentation

Craig Caples and Darion Miller were present to share information on SPARQ negotiations.

Adjournment

The meeting adjourned at 11:52 AM.



2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **SchoolsPLP** ("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 **May 1st**, 2023 ("Effective Date") and shall continue until 12:00 midnight (CST) on **December 30th**, 2026, 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:
82-3860766

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: SchoolsPLP
24 W Camelback Rd STE A-422
Phoenix, AZ 85013

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 caused 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: William R Dines

By: _____

Name: William "BJ" Dines
LofquistName: KraigTitle: PresidentTitle: Executive DirectorDate: April 11th, 2023

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

SchoolsPLP is the fastest growing and most innovative online learning platform available today. We help schools easily plan and deliver online, hybrid, and blended learning options for students. SchoolsPLP has been delivering a technology-based curriculum to schools for over 20 years. We believe that delivering an online curriculum solution should be simple. We operate on trust, knowledge, commitment, service, and accountability. Our customers come first, and it is in our DNA to create long-lasting partnerships and provide solutions that lead to success. Our primary objective is to provide a flexible, easy to use platform with the option to access rigorous, reliable curriculum solutions while delivering first-class service and support.

Administrators have described us as a pioneer. It is refreshing for them to see a company developing and delivering an innovative solution with schools and educators in mind rather than the company's financial bottom line. The continued success with school adoption and increasing student performance motivates us to keep working harder. We are on a path to improving the ever-challenging online learning environment.

Our 1800+ PK-12 courses utilize multiple instructional design models that cater to students whether they are visual, auditory, or kinesthetic learners. Prior to SchoolsPLP, if schools wanted to offer multiple instructional design models for their students, they had to purchase and learn multiple content delivery systems. This makes personalized learning for students extremely difficult and very time consuming to manage. SchoolsPLP makes this easy.

Our courses fill the following needs:

- PreK-12 accessed through a single, uniform platform
- PreK-12 Virtual, Blended, and Self-Paced options
- Course of study for students who qualify for homebound study and would be appropriately served through web-based opportunities.
- Remediation/intervention/concept recovery assistance for students who have fallen behind in the traditional classroom and need individualized or targeted intervention to be successful in a designated course of study.
- Credit Recovery for students who have taken a class but have not met all the standards for a course. Students that did not receive credit.
- Credit advancement courses for students desiring to obtain credit while enrolled full time in brick-and-mortar school.

SchoolsPLP truly creates a unique Personal Learning Plan for districts, individual programs and schools, classrooms, and most importantly every student. This can happen because of the robust course catalog, powerful Learning Management System, concise real-time data for all stakeholders, mentor and teacher services, and our implementation and support team.

<<VENDOR-INSERT SCOPE OF GOODS>>

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EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

Enrolled Users

An Enrolled User is defined as a license for a student. That student can take as many courses as they wish during the annual contract. If a student leaves the school or simply stops using the software, that student can be archived, and their license is available for another student.

Concurrent Users

A Concurrent User is defined as a license for unlimited students but only the purchased number of licenses can be used at any moment in time. Each student can take as many courses as they wish during the annual contract. If there are 6 periods during the day, 30 students can be logged in during period 1, 30 different students for period 2, etc. If the school purchases a 30 concurrent user license, they can have 30 users logged in at any given moment in time.

Named Student Consumption-Based License

A Named Student Consumption-Based License is a license purchased for each student. Each student added counts as one named student user.

The following licenses options includes all courses and catalogs without an asterisk (*) found in this course catalog: <https://schoolsplp.com/pdf/catalog.pdf>

Enrolled Users	PreK-12th Grade Core Content
1-75 Users	\$270.00
76-150 Users	\$250.00
150+ Users	\$230.00
Concurrent Users	
1-75 Users	\$535.00
76-150 Users	\$515.00
150+ Users	\$495.00
Named Student Consumption-Based	\$135.00

If SchoolsPLP curriculum is to be exported and imported into another LMS (Thin Common Cartridge), the pricing above is subject to an additional 25% fee. If using a Shareable Link within another LMS, there is no additional fee. <<VENDOR-INSERT PRICING>>

Commented [1]: Can we clarify the pricing as Per User, Per Concurrent User, etc.

Additional Courses

- AP Courses: \$50/semester/course
- AP Course physical additional materials: Not included
- ACT Courses: \$50/student/course
- CompuScholar: \$75/semester/course
- eDynamic CTE Premium Only: \$75/semester/course

Additional Support

- Monthly Professional Learning Community Webinars: Included.
- On-site Training: \$2,500 per day includes travel expenses.
- Optional Staff and Student Success Package:
<https://www.schoolsplp.com/ssp/>
- Optional Physical Materials: <https://schoolsplp.myshopify.com>

Virtual Teacher Instructional Services - Certified Instructor/Teacher of Record (TOR) provided by SchoolsPLP

- Office hours available
- Grades submitted assignments
- Provides feedback and additional instruction via phone or email
- Responsible for issuing the students' final grades

SchoolsPLP Teacher Instruction Refund Policy

- If a student stops working on their course within 3 days from the date it was assigned, we will refund 100% of the TOR fee.
- After the 3rd day from the date the course was assigned, no refund available.

Category	Service Type	Price Per Semester Course Per Student
Teacher Instruction	Teaching	\$225.00

This pricing is Per Student, Per Semester Course. For example, a virtual student takes 6 courses in the fall and 6 in the spring. The Teacher Instruction cost = \$2,700 (12 courses * \$225/course).

ALL PRICING ABOVE IS SUBJECT TO CHANGE AT ANYTIME AT THE SOLE DISCRETION OF SCHOOLSPLP. THE PRICING WILL BE BASED ON THE CURRENT SCHOOLSPLP'S PRICING MODEL(S).

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: orders@schoolsplp.com cXML: _____
 - i. If "Email" address to deliver orders to: Order Processing
 - 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: Stacy Longacre
- b. Title: Account Manager – Educational Design Solutions
- c. Phone: 402-504-0568
- d. Email: slongacre@educationaldesignsolution.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): Nicole Thompson & Leah Dines
Contact email address: orders@schoolsplp.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.schoolsplp.com>

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>



This Online Educational Products and Services Order (this "Order"), dated as of April 13th, 2023 (the "Order Effective Date"), is between School District, located at "School Address" ("Customer") and SchoolsPLP ("PLP"), 24 W Camelback Rd STE A-422, Phoenix, AZ 85013. This Order incorporates and is in all respects subject to PLP Online Educational Products and Services Agreement Terms ("Terms") that is listed as listed in the attached Exhibit A. This Order bears the signature of authorized signor on behalf of School District. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____ Date: _____
Name (Print): _____ Title: _____

Accepted by PLP:

Signature: _____ Date: _____
Name (Print): _____ Title: _____

1. Period is School year 2023/24: 7/1/2023 through 6/30/2024 and any renewal period, (if applicable).

2. Territory: School District Students.

3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Product	Product Description	Unit Price	Period	Total
<u>XX</u> <u>Enrolled</u> <u>Users</u>	This includes SchoolsPLP content from PreK – 12 th Grade. This will allow students access to Core, Credit Recovery, Electives, and Foreign Languages. Our courses will change over time. To see the latest offering of PreK – 12 th Grade content, visit our website at http://www.SchoolsPLP.com .	<u>XXX</u> <u>per enrolled</u> <u>user</u>	<u>7/1/2023</u> <u>through</u> <u>6/30/2024</u>	<u>\$0</u>

4. Description of Educational Products.

SchoolsPLP Enrolled User: The SchoolsPLP User license includes: (1) PreK – 12th Grade online course content and (2) Hosting service. This will allow 100 students to access the SchoolsPLP content. When a student stops using the system, another student can be added to SchoolsPLP and courses assigned to that student.

5. Description of Services.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to Customers students in the Territory enrolled in Customers educational programs.

6. Billing Terms.

SchoolsPLP User Terms: PLP shall provide an invoice for the initial purchase plus any start-up services. This invoice shall be due within 30 days. PLP shall provide an invoice for additional users, if applicable, during the month following the new usage peak. This invoice shall be due within 30 days.

SchoolsPLP Professional Development Services: Orders for Professional Development Services shall be invoiced at the time of service, payable within thirty (30) days of the date of invoice, in accordance with the Terms.

7. Criminal Background Checks.

All SchoolsPLP employees, agents, contractors, and/or vendors who will have any unsupervised contact with Customer's students must have first successfully completed a criminal history background check.

8. Customer's Policies and Procedures.

- (a) SchoolsPLP acknowledges and agrees that all Customer's students are subject to all of Customer's policies and procedures concerning attendance, enrollment, withdrawal, and re-enrollment requirements.
- (b) Copies of Customer's policies and procedures concerning students will be provided by Customer to SchoolsPLP upon request. All such policies and procedures are subject to change at any time by Customer.

9. Student Privacy and FERPA.

- (a) Customer and SchoolsPLP agree and warrant that, in connection with this Order, SchoolsPLP (and its officers, agents, employees, and representatives):
 - (i) has a legitimate educational interest with respect to the educational records of Customer's students enrolled in or considering enrollment in SchoolsPLP courses;
 - (ii) will perform institutional services or functions for which Customer would otherwise use employees;
 - (iii) is under the control of Customer with respect to its use and maintenance of Customer's students' educational records; and
 - (iv) is subject to the Family Educational Rights and Privacy Act ("FERPA") and its regulations with respect to SchoolsPLP use, handling, and re-disclosure of student education records.

EXHIBIT A
SchoolsPLP Online Educational Products and Services Agreement Terms

PERIOD: The period of this Agreement is as specified in the Order ("Period").

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to PLP or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period.

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth in the Order. If full payment is not timely received when due, PLP, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date.

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Upon request, Customer must provide PLP with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to PLP.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to PLP as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide PLP with all information reasonably required by PLP to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving federal Title I funds, Customer represents that PLP is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period of this Agreement. PLP agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, PLP has a legitimate educational interest for purposes of Customer disclosing to PLP students' educational records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law PLP or its affiliates may provide Customer with confidential information (as designated by PLP) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

SPECIAL EDUCATION AND DISABILITIES: If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the

Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period of this Agreement, PLP will discuss, formulate and make adjustments and accommodations in the furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that PLP may do so without incurring direct or indirect costs.

PUBLICITY: During the Period of this Agreement, Customer hereby agrees that PLP and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content, PLP will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

WARRANTY: PLP warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND PLP MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENT OF THE STUDENTS. WITHOUT LIMITED THE FOREGOING, PLP MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE PLP WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. PLP OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGRMRMENT. PLP DOES NOT WARRANT THAT USE OF THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivative thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, services marks, patents, trade secrets, or other proprietary rights and laws and PLP (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of PLP, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of PLP's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of PLP or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, PLP's interests will be irreparable injured, the full extent of PLP's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that PLP will be entitled to enforce this Agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: PLP agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fee, that arise out of or in connection with any acts or omissions of PLP related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that (a) Customer provide written notice to PLP within thirty (30) days of its receipt of the Claim and (b) Customer permits PLP to assume the control and defense of the Claim with counsel selected by PLP and approved by Customer, whose approval shall not be unreasonably withheld. IN NO EVENT SHALL PLP'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN THE CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO PLP HEREUNDER. IN NO EVENT SHALL PLP BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER PLP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of PLP and the Superintendent of the Customer or their respective designees. The laws of the State of Arizona, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in Maricopa County, Arizona for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suite or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

MISCELLANEOUS: (a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; (b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions of the application to a different set of circumstances; (c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that PLP may assign all of its rights and obligations under this Agreement to any person or entity that controls PLP, is controlled by PLP, or is under common control with PLP or to any successor in interest that acquires all or substantially all of the assets of PLP; (d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; (e) PLP is not a division or any part of Customer. Customer is not a division or any part of PLP. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between PLP and Customer; (f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; (g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; (h) All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement; (i) This Agreement and the documents to which it refers from the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; (j) PLP will provide all services, licenses and materials under this Agreement

either directly or in conjunction with its Affiliates. An "Affiliate" of PLP is an entity that controls, is controlled by, or under common control with, PLP and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. PLP and its Affiliates shall be referred to collectively as PLP; (k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and PLP to 24 W Camelback Rd STE A-422, Phoenix, AZ 85013 (and such addresses may be changed upon proper notice to such addresses). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing, or as to overnight delivery, on the date of personal delivery to the address stated thereon; (l) PLP is an independent contractor of Customer, and PLP and Customer recognize that none of PLP or its Affiliates employees or agents are employees of Customer; (m) PLP warrants that neither it, nor any of its Affiliates, nor any agents or contractors of the same will violate any provision of federal, state, or local law in the provision of any goods or services to Customer.



2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Nearpod Inc., a Delaware corporation** ("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 July 31, 2023 ("Effective Date") and shall continue until 12:00 midnight (CST) on August 1, 2026, 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.

Taxpayer Identification. Contractor's federal employer identification number is:

46-0993679

- 16. 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.
- 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:

Natali Barski-Meyman, Corporate Counsel
1855 Griffin Road, A290, Dania Beach, FL 33004-2200
vendorforms@nearpod.com with copy to legal@nearpod.com
Phone: 305.677.5030
Fax: 305.655.1999

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, ESUCC, 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
 - 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: Jose Carrera
Title: CEO
Date: _____

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Nearpod Premium - School:

Nearpod Premium including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- School features including larger class sizes, unlimited storage, shared School Library, LMS integration, and more

Nearpod Premium Plus - School:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- School features including larger class sizes, unlimited storage, shared School Library, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Nearpod Premium - District:

Nearpod Premium including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS, integration, and more

Nearpod Premium Plus - District:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons

for all K-12 subject areas, featuring favorite educational brands:

- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Premium to Premium Plus Upgrade:

Premium Plus Upgrade for your Nearpod license to unlock:

- The Video & Activity Library with 10,200+ standards-aligned Interactive Videos and 3,300+ Interactive Activities
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Nearpod Math

Powered by Nearpod Premium Plus, Nearpod Math is a supplemental math program that provides unlimited access to:

- **Nearpod Math Library:** 5,000 new standards-aligned lessons, videos and practice activities
- **Virtual manipulatives:** Fraction Tiles, Base 10 Blocks, Algebra Tiles, and Color Tiles
- **Enhanced Course Navigation and reporting:** designed to explicitly align to a districts' core curriculum with improved course navigation, standards-based search and preview functionality

21st Century Readiness Program

Nearpod's 21st Century Readiness Program connects skills across topics such as social & emotional learning, digital citizenship, and college and career readiness to help students thrive in the classroom of today and the world of tomorrow. The Program includes:

- **21st Century Readiness library:** Ready-to-teach lessons, videos, and activities for every grade level
- **Nearpod's enhanced UX experience and content discovery:** Lessons and resources aligned to connect skills and knowledge that help develop the whole learner

- **Exclusive feature access to Brain Breaks:** Exclusive energizing or calming Brain Break videos to refocus the class when students need a break

Flocabulary

Unlimited access to Flocabulary including:

- Access 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities
- Access Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections
- Access Student Accounts, enabling teachers to assign lessons and activities and view results of assessments

Flocabulary Plus

Unlimited access to Flocabulary including:

- 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities
- Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections
- Student Accounts, enabling teachers to assign lessons and activities and view results of assessments
- Upcoming comprehension content and features exclusive to Flocabulary Plus (available Back to School 2022) with 200+ new lessons and a new interactive activity

Flocabulary Plus Upgrade

Upcoming comprehension content and features exclusive to Flocabulary Plus (available Back to School 2022) including:

- 40+ comprehension skill videos and 110+ new video texts, mix new standards-aligned comprehension skill lessons into 200+ possible combinations
- 750+ comprehension activities for existing Flocabulary lessons with the Break It Down interactive activity
- 200+ standards-aligned comprehension activities, help students practice finding evidence using comprehension skills in a text

Nearpod College and Career Exploration

A K-12 solution that provides equal access to future opportunities as students explore college pathways and career clusters.

Nearpod Digital Citizenship and Literacy

A K-12 solution to support instruction in computer science including digital citizenship, coding, applications of technology, and media literacy, featuring resources from Common Sense Education, Typesy, and Code Monkey.

Nearpod English Learner

Nearpod EL is a standards-aligned supplemental program that provides the content, tools, and organization needed to create daily differentiated learning experiences that maximize language acquisition for all learners. Nearpod EL empowers every teacher to:

- Differentiate instruction with EL Content Companions and language supports, all organized in one place
- Engage every learner with equitable learning experiences
- Know where students need help through real-time data

Historical Perspectives and Literacy

A 6-12 solution for culturally relevant, inquiry-based Social Studies experiences, featuring resources from the Pulitzer Center and the Smithsonian Institute.

Nearpod Learning Labs

A professional development solution for experiential, expert-derived PD, featuring resources from trusted PD providers including the New Teacher Center and ISTE.

Social & Emotional Learning

A K-12 solution built from CASEL's leading framework to facilitate student development of SEL competencies, featuring resources from Common Sense Education.

Online Training

Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.

Onsite Training

Onsite: Up to 6-hour session with a Nearpod Trainer for up to 50 participants.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

See Attached Exhibit B

2022 Pricing Tiers																			
School pricing																			
Per site pricing																			
Enrollment				Programs				Collections						Flocabulary				Nearpod + Flocab Together	
	Nearpod Premium Plus	Nearpod Premium	Premium to Premium Plus	Nearpod Math	EL Program Subset	EL Program Whole pop	21st Century Readiness Program	HPL Subset	HPL Whole pop	DCL	CCE	SEL	LL	Flocabulary	Flocab Plus	Upgrade Flocab to Flocab Plus	Video Pack	Nearpod Premium Plus + Flocab	Nearpod Premium Plus + Flocab Plus
0-149	\$3,725	\$3,150	\$575	\$5,950	\$2,000	\$1,300	\$1,425	\$1,500	\$900	\$715	\$325	\$715	\$900	\$2,000.00	\$2,400.00	\$400.00	\$2,000.00	\$5,155	\$5,510
150-249	\$4,350	\$3,675	\$675	\$6,950	\$2,300	\$1,550	\$1,650	\$1,750	\$1,050	\$825	\$375	\$825	\$1,050	\$2,000.00	\$2,400.00	\$400.00	\$2,000.00	\$5,715	\$6,075
250-499	\$4,950	\$4,200	\$750	\$7,925	\$2,650	\$1,775	\$1,900	\$2,000	\$1,200	\$950	\$430	\$950	\$1,200	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$6,795	\$7,270
500-999	\$5,875	\$5,000	\$875	\$9,400	\$3,150	\$2,100	\$2,250	\$2,375	\$1,425	\$1,125	\$500	\$1,125	\$1,425	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$7,630	\$8,100
1000-2749	\$7,750	\$6,575	\$1,175	\$12,400	\$4,125	\$2,750	\$3,000	\$3,125	\$1,875	\$1,500	\$670	\$1,500	\$1,875	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$9,315	\$9,790
2750-4999	\$11,125	\$9,450	\$1,675	\$17,800	\$6,000	\$3,975	\$4,250	\$4,500	\$2,700	\$2,125	\$965	\$2,125	\$2,700	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$12,353	\$12,825
District pricing																			
Per district pricing																			
Enrollment	Nearpod Premium Plus	Nearpod Premium	Premium to Premium Plus	Nearpod Math	EL Subset	EL Whole pop	21st Century Readiness Program	HPL Subset	HPL Whole pop	DCL	CCE	SEL	LL	Flocabulary	Flocab Plus	Upgrade Flocab to Flocab Plus	Video Pack	Nearpod Premium Plus + Flocab	Nearpod Premium Plus + Flocab Plus
250-499	\$5,250	\$4,475	\$775	\$8,400	\$2,800	\$1,875	\$2,000	\$2,125	\$1,275	\$1,000	\$450	\$1,000	\$1,275	\$2,600	\$3,125.00	\$525.00	\$2,600	\$7,065	\$7,540
500-999	\$6,200	\$5,250	\$950	\$9,925	\$3,300	\$2,200	\$2,375	\$2,500	\$1,500	\$1,185	\$550	\$1,185	\$1,500	\$2,600	\$3,125.00	\$525.00	\$2,600	\$7,920	\$8,395
1000-1199	\$9,275	\$7,875	\$1,400	\$14,850	\$4,950	\$3,300	\$3,550	\$3,750	\$2,250	\$1,775	\$800	\$1,775	\$2,250	\$4,500	\$5,400.00	\$900.00	\$4,500	\$12,400	\$13,210
1200-1749	\$11,750	\$9,975	\$1,775	\$18,800	\$6,275	\$4,200	\$4,500	\$4,750	\$2,850	\$2,250	\$1,000	\$2,250	\$2,850	\$6,750	\$8,100.00	\$1,350.00	\$6,750	\$16,650	\$17,865
1750-2249	\$13,925	\$11,825	\$2,100	\$22,275	\$7,425	\$4,950	\$5,325	\$5,625	\$3,375	\$2,660	\$1,200	\$2,660	\$3,375	\$6,750	\$8,100.00	\$1,350.00	\$6,750	\$18,610	\$19,825
2250-2499	\$17,000	\$14,450	\$2,550	\$27,200	\$9,000	\$6,050	\$6,500	\$6,875	\$4,125	\$3,250	\$1,475	\$3,250	\$4,125	\$8,500	\$10,200.00	\$1,700.00	\$8,500	\$22,950	\$24,480
2500-4999	\$19,800	\$16,800	\$3,000	\$31,675	\$10,575	\$7,050	\$7,575	\$8,000	\$4,800	\$3,780	\$1,700	\$3,780	\$4,800	\$9,500	\$11,400.00	\$1,900.00	\$9,500	\$26,370	\$28,080
Per student pricing																			
Enrollment	Nearpod Premium Plus	Nearpod Premium	Premium to Premium Plus	Nearpod Math	EL Subset	EL Whole pop	21st Century Readiness Program	HPL Subset	HPL Whole pop	DCL	CCE	SEL	LL	Flocabulary	Flocab Plus	Upgrade Flocab to Flocab Plus	Video Pack	Nearpod Premium Plus + Flocab	Nearpod Premium Plus + Flocab Plus
2500-3999	\$7.73	\$6.56	\$1.17	\$12.37	\$4.13	\$2.75	\$2.95	\$3.13	\$1.88	\$1.48	\$0.6	\$1.48	\$1.88	\$3.75	\$4.50	\$0.75	\$3.7	\$10.33	\$11.01
4000-6999	\$6.80	\$5.78	\$1.02	\$10.88	\$3.63	\$2.42	\$2.60	\$2.75	\$1.65	\$1.30	\$0.39	\$1.30	\$1.65	\$3.50	\$4.20	\$0.70	\$3.50	\$9.27	\$9.90
7000-11999	\$6.18	\$5.25	\$0.93	\$9.89	\$3.30	\$2.20	\$2.36	\$2.50	\$1.50	\$1.18	\$0.54	\$1.18	\$1.50	\$3.31	\$3.98	\$0.66	\$3.3	\$8.54	\$9.14
12000-19999	\$5.56	\$4.73	\$0.83	\$8.90	\$2.97	\$1.98	\$2.13	\$2.25	\$1.35	\$1.07	\$0.4	\$1.07	\$1.35	\$3.00	\$3.60	\$0.60	\$3.0	\$7.70	\$8.24
20000-39999	\$5.25	\$4.46	\$0.79	\$8.40	\$2.81	\$1.87	\$2.01	\$2.13	\$1.28	\$1.01	\$0.4	\$1.01	\$1.28	\$2.69	\$3.22	\$0.54	\$3.0	\$7.14	\$7.62
40000-54999	\$4.94	\$4.20	\$0.74	\$7.90	\$2.64	\$1.76	\$1.89	\$2.00	\$1.20	\$0.95	\$0.4	\$0.95	\$1.20	\$2.42	\$2.90	\$0.48	\$2.6	\$6.62	\$7.05
55000-124999	\$4.64	\$3.94	\$0.70	\$7.42	\$2.48	\$1.65	\$1.77	\$1.88	\$1.13	\$0.89	\$0.4	\$0.89	\$1.13	\$2.27	\$2.72	\$0.45	\$2.4	\$6.22	\$6.63
125000+	\$3.65	\$3.10	\$0.55	\$5.84	\$1.95	\$1.30	\$1.39	\$1.48	\$0.89	\$0.70	\$0.32	\$0.70	\$0.89	\$2.08	\$2.49	\$0.42	\$2.08	\$5.15	\$5.53

EXHIBIT "B" Attachment

Online Training			
Account Spend	Number of Online Sessions Recommended	Price	1 session = Up to 2 Hours
\$3,501-\$5,000	1 session	\$450	* Default training for <\$5K is basic Learning with Nearpod * NCTs facilitate * Districts may choose to self-select from the catalog
\$5,000-\$10,000	2 sessions	\$900	
\$10,001-\$25,000	4 sessions	\$1,800	
\$25,001-\$40,000	8 sessions	\$3,600	* Training is more likely to be a mix of Learning with Nearpod followed by Personalizing with Nearpod / Instructional Leadership Admin sessions * Sales/CSM positions the number of sessions; DCS consults with district to determine the mix * 1 hour DSC Consultation with the District to develop a full year training plan and select session from the catalog
\$40,001-\$60,000	12 sessions	\$5,400	
\$60,0001-\$100,000	16 sessions	\$7,200	
\$100,001+	Custom	Custom	Highly customized training plan

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: carloa@nearpod.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: richard.brooke@nearpod.com
- b. Title: [Regional Sales Manager](#)
- c. Phone: [\(512\)914-7625](tel:(512)914-7625)
- d. Email: richard.brooke@nearpod.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Marketing

- a. Will you Display "Contracted Vendor of ESUCC Cooperative Purchasing" at conferences
 - i. Yes: ☐ No: ☐

6. 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): [Carlo Amato](#)
Contact email address: carloa@nearpod.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

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<https://www.flocabulary.com/terms-of-use/>

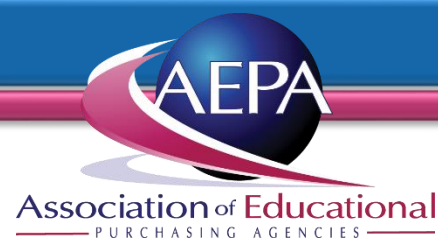
<https://www.flocabulary.com/privacy-policy/>

<https://nearpod.zendesk.com/hc/en-us/articles/7891829141652>

<https://nearpod.zendesk.com/hc/en-us/articles/7889123955220>

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AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5 Category: Disaster Recovery

Vendor Name: Service Master

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

Contracts and Sales

How many participating states signed contracts this year? If not, why? 16

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 683,398

Year 2 \$ 30,003

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

[Click or tap here to enter text.](#)

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☐ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes

☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:
Click or tap here to enter text.

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner’s marketing practices?
☒ Yes ☐ No

Comments:
Not hearing from them or receiving marketing materials

Recommendation:

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
Work with the Member States creating a marketing plan.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Anna Marie Hollander-MI

Committee Member: Hope Hardin-Borbely-IL

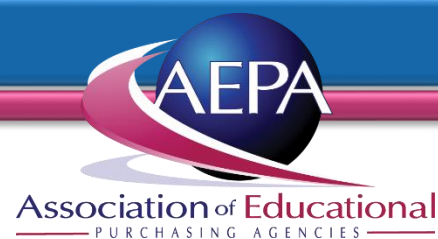
Committee Member: Patricia McKim, MA

Committee Member: Joni Puffett-IA

DocuSigned by:

Anna Marie Hollander

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AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5 Category: Disaster Recovery

Vendor Name: Signal

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

Contracts and Sales

How many participating states signed contracts this year? If not, why? 16

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 0

Year 2 \$ 0

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☒ Yes ☐ No If yes, explain below.

Not hearing from them or receiving marketing materials. Not receiving admin fee.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☐ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes

☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☐ Yes ☒ No

Comments:

There have been no sales

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

☐ Yes ☒ No

Comments:

[Click or tap here to enter text.](#)

Recommendation:

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
Work with the Member States on creating a marketing plan. And resolve admin fee issue.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

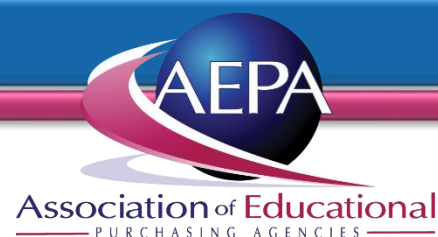
Category Chair – Name & Signature: Anna Marie Hollander

DocuSigned by:
Anna Marie Hollander
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Committee Member: Hope Hardin-Borbely, IL

Committee Member: Patricia McKimm, MA

Committee Member: Joni Puffett, IA



AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5 Category: Disaster Recovery

Vendor Name: BMS Cat

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

Contracts and Sales

How many participating states signed contracts this year? If not, why? 20

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 0

Year 2 \$ 0

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

[Click or tap here to enter text.](#)

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication

☐ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes

☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☐ Yes ☒ No

Comments:

There have been no sales

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? ☒ Yes ☐ No

Comments:

Not hearing from them or receiving marketing materials

Recommendation:

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
Working with the Member States on marketing plan.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Anna Marie Hollander

DocuSigned by:
Anna Marie Hollander
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Committee Member: Hope Hardin-Borbely, IL

Committee Member: Patricia McKim, MA

Committee Member: Joni Puffett, IA

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C Category: E-Rate Consulting Services

Vendor Name: E-Rate Elite Service

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

Contracts and Sales

How many participating states have signed contracts this year? If not, why?

10

How many of participating AEPA states had sales this year?

1

Provide historical sales for all applicable contract years.

Year 1 \$23,500

Year 2 \$0

Year 3 \$

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below. ☒ Yes ☐ No

Members comments: E-Rate companies are paid upon success of the E-Rate application. This is reason why sales are hard to predict and report. No sales with vendor but feel it is important to have the category for when there is a need.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☐ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☐ Yes ☒ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Members comments: Good category to have if districts decide to utilize; Hoping to do business in the future; Affording them the opportunity to pick up accounts in New Mexico.

Marketing

Is there a proactive marketing plan in place? ☐ Yes ☒ No

Is there evidence that the sales force actively markets the AEPA contract? ☐ Yes ☒ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

☒ Yes ☐ No

Comments:

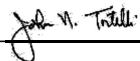
Members comments: Need to improve marketing in New Mexico; Lack of communications/marketing of the contract; No sales with vendor but feel it is important to have the category for when there is a need.

Recommendation: (Check for your selection)

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
To improve their marketing and communication about the products and services that they can provide to Members.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and **John Tortelli NM**

Signature:



Committee Members: **Steve Griggs MO**

Anna Marie Hollander MI

Rob Naughton OR

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C: Category: E-Rate Consulting Services

Vendor Name: Kellogg & Sovereign Consulting

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

Contracts and Sales

How many participating states have signed contracts this year? If not, why?

10

How many of participating AEPA states had sales this year?

0

Provide historical sales for all applicable contract years.

Year 1 \$0

Year 2 \$0

Year 3 \$

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below. ☐ Yes ☒ No

Members comments: E-Rate companies are paid upon success of the E-Rate application. This is reason why sales are hard to predict and report. Hoping to do business in the future. I am only renewing because they handle our own eRate reporting. I do not hear from them or receive any marketing material. I am not aware of any sales efforts.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☒ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Members comments: I am only renewing because they handle our own eRate reporting. I do not hear from them or receive any marketing material. I am not aware of any sales efforts.

Marketing

Is there a proactive marketing plan in place? ☐ Yes ☒ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

☒ Yes ☐ No

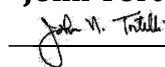
Comments:

Members comments: No sales with vendor but feel it is important to have the category for when there is a need. Lack of communications/marketing of the contract. No Marketing material.

Recommendation: (Check for your selection)

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
To improve their marketing and communication about the products and services that they can provide to Members.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and Signature: **John Tortelli NM**



Committee Members: **Steve Griggs MO**

Anna Marie Hollander MI

Rob Naughton OR

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C Category: E-Rate Consulting Services

Vendor Name: Solix, Inc.

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

Contracts and Sales

How many participating states have signed contracts this year? If not, why?

10

How many of participating AEPA states had sales this year?

0

Provide historical sales for all applicable contract years.

Year 1 \$0

Year 2 \$0

Year 3 \$

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below. ☐ Yes ☒ No

Members comments: We have had no sales reported, however, most E-Rate companies are paid upon success of the E-Rate application; Hope for new business; Good company and products. Good category to have if districts decide to utilize. Two AEPA Members are uncertain of signing contract.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☒ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Members comments: No sales reported, most E-Rate companies are paid upon success of the E-Rate application; Hoping to do business in the future, Affording them the opportunity to pick up accounts in New Mexico.

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? ☐ Yes ☒ No

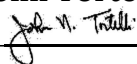
Comments:

Members comments: Need to improve marketing in New Mexico; No sales with vendor but feel it is important to have the category for when there is a need; Lack of communications/marketing of the contract.

Recommendation: (Check for your selection)

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
To improve their marketing and communication about the products and services that they can provide to Members.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and Signature: **John Tortelli NM**



Committee Members: **Steve Griggs MO**

Anna Marie Hollander MI

Rob Naughton OR

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C Category: E-Rate Consulting Services

Vendor Name: TelLogic Inc dba E-Rate Central

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

Contracts and Sales

How many participating states have signed contracts this year? If not, why?

11

How many of participating AEPA states had sales this year?

1

Provide historical sales for all applicable contract years.

Year 1 \$54,900

Year 2 \$34,000

Year 3 \$

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below. ☐ Yes ☒ No

Member comments: Contract with a majority of school districts in New Mexico. Currently have done \$100,000 this fiscal year. Hoping to do business in the future. The E-Rate Central team contacted me with an Illinois charter school interested in using the contract before we signed the agreement. This opened the door of conversation with our internal team, and through consultation, it served this institution in the best way. We hope to continue getting support for the usage of the contract in the future with additional schools.; Good category to have if districts decide to utilize. Most E-Rate companies are paid upon success of the E-Rate application.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication

☒ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?
☐ Yes ☒ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Member comments: Volume will increase after the Form 471 window closes March 28, 2023. Appreciated the communication and transparency of the services with our team as we evaluated adding the agreement to our portfolio. No sales with vendor but feel it is important to have the category for when there is a need.

Marketing

Is there a proactive marketing plan in place? ☐ Yes ☒ No

Is there evidence that the sales force actively markets the AEPA contract? ☐ Yes ☒ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?
☒ Yes ☐ No

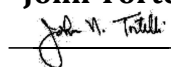
Comments:

Member comments: Need marketing materials. No communications about the contract. Lack of communications/marketing of the contract. Volume will increase after the Form 471 window closes March 28, 2023.

Recommendation: (Check for your selection)

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
To improve their marketing and communication about the products and services that they can provide to Members.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and Signature: **John Tortelli NM**



Committee Members: **Steve Griggs MO**

Anna Marie Hollander MI

Rob Naughton OR

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-D Category: Mobile & Cellular Connectivity Solutions

Vendor Name: Kajeet, Inc.

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 27

Contracts and Sales

How many participating states signed contracts this year? If not, why?

25 State Member Agencies (SMAs) have current signed contracts with Kajeet. Four (4) SMAs do not have a signed contract citing state law, another contract, and not receiving a response.

How many participating AEPA states had sales this year?

20 states had sales.

Contract Volume as reported by AEPA Member States:

Year 1 \$ 2,996,822 (2021)

Year 2 \$ 2,762,149 (2022 Q1-Q4)

Year 3 \$

Are sales growing? ☒ Yes ☐ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☒ Yes ☐ No If yes, explain below.

Some SMAs would like to see more marketing materials/information about products and services under the contract that can be shared with their participating agencies.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☒ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Kajeet has been responsive to questions and marketing outreach. They are great to make connections with AEPA SMAs and providing information that can be helpful in marketing the contract.

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

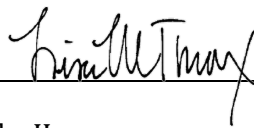
☐ Yes ☒ No

Comments:

Recommendation:

- ☒ The Committee recommends **contract extension** with the Vendor Partner.
- ☐ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Lisa Truax, MN



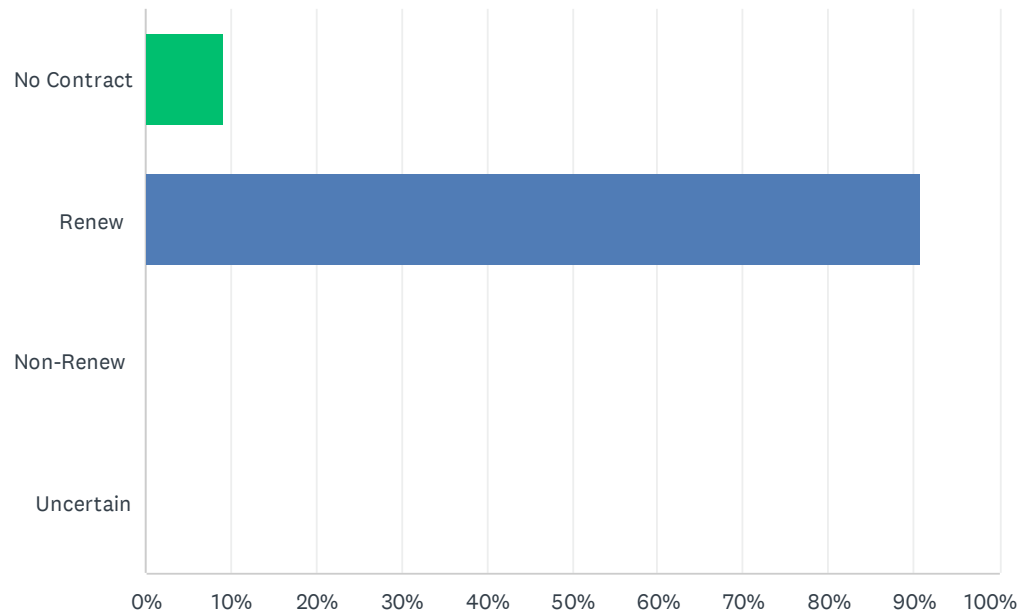
Committee Member: Hope Hardin-Borbely, IL

Committee Member: Craig Peterson, NE

Committee Member: Rob Naughton, OR

Q31 Kajeet, Inc.

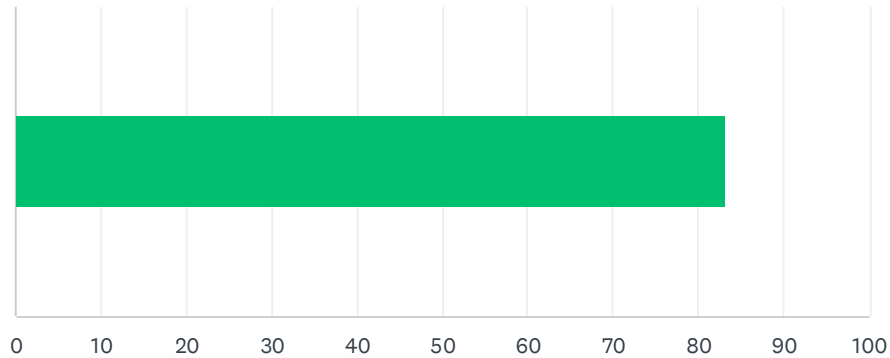
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	9.09%	2
Renew	90.91%	20
Non-Renew	0.00%	0
Uncertain	0.00%	0
TOTAL		22

Q32 Please indicate your overall satisfaction with Kajeet, Inc.

Answered: 19 Skipped: 4



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	83	1,579	19
Total Respondents: 19			

#		DATE
1	90	3/21/2023 3:25 PM
2	50	3/20/2023 12:07 PM
3	87	3/20/2023 9:10 AM
4	95	3/17/2023 3:19 PM
5	100	3/17/2023 1:15 PM
6	96	3/17/2023 12:09 PM
7	89	3/17/2023 11:34 AM
8	90	3/17/2023 7:27 AM
9	90	3/16/2023 2:19 PM
10	75	3/16/2023 11:11 AM
11	100	3/15/2023 8:50 AM
12	75	3/14/2023 8:59 AM
13	75	3/14/2023 8:45 AM
14	90	3/13/2023 3:55 PM
15	50	3/13/2023 1:26 PM
16	100	3/13/2023 1:15 PM
17	99	3/13/2023 12:50 PM
18	76	3/13/2023 12:49 PM
19	52	3/13/2023 12:49 PM

Q33 What factors influenced your decision to renew or non-renew a contract?

Answered: 10 Skipped: 13

#	RESPONSES	DATE
1	Have volume with Kajeet for \$61,000 for the current fiscal year.	3/21/2023 3:25 PM
2	Responsive to questions, marketing outreach	3/17/2023 1:15 PM
3	Already started project in WA and there is good demand for this category.	3/17/2023 12:09 PM
4	Hoping to do business in the future.	3/17/2023 7:27 AM
5	Great partner that has made a lot of effort to grow business.	3/16/2023 2:19 PM
6	Kajeet is great about making connections with the AEPA member states and providing information that we can use to help market them.	3/16/2023 11:11 AM
7	Appreciate the team and services provided. Looking forward to adding the new services to our catalog to help expand connectivity options in our rural and underserved areas across the state.	3/15/2023 8:50 AM
8	Service is a unique and needed area that can benefit my state	3/14/2023 8:59 AM
9	Sales and willingness to listen to needs.	3/14/2023 8:45 AM
10	Good useful contract that is being used	3/13/2023 3:55 PM

Q34 Additional feedback:

Answered: 2 Skipped: 21

#	RESPONSES	DATE
1	Need to increase marketing in New Mexico.	3/21/2023 3:25 PM
2	Would like to see more marketing/information about services under contract that I could share with schools	3/14/2023 8:59 AM



Association of Educational
PURCHASING AGENCIES

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.75 Category: HVAC and Mechanical Products and Solutions
Vendor Name: Carrier Corporation

This is the Vendor's 3rd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

Contracts and Sales

How many participating states signed contracts this year? If not, why? 22 states responded. 17 signed the renewal whereas 5 indicated no contract.

How many participating AEPA states had sales this year? 2 (CA & TX)

Contract Volume as reported by AEPA Member States:

Year 1 \$ 0

Year 2 \$ 5,741,864

Year 3 \$ 23,328,419

Are sales growing? ☒ Yes ☐ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

No marketing efforts, therefore no sales in many states are the biggest concern.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

- ☒ Yes, Vendor representative initiates communication
- ☐ Yes, Vendor representative responds to calls, emails, etc.
- ☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA? ☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Vendor partner is very responsive. They have reputable brand nation-wide so has a potential of sales.

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

☒ Yes ☐ No

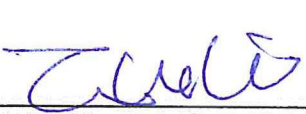
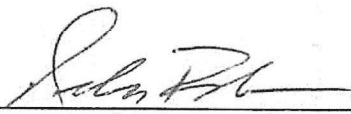
Comments:

Need a local rep in NE. Need to improve marketing in NM.

Recommendation:

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
More proactive marketing action and frequent communication with member states
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature:

 
Thomas Kim & Andrew Pickens

Committee Member: Tina Smith



Association of Educational
PURCHASING AGENCIES

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.75 Category: HVAC and Mechanical Products and Solutions
Vendor Name: Flaghouse

This is the Vendor's 3rd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

Contracts and Sales

How many participating states signed contracts this year? If not, why? **13 renewal, 6 no contract and 3 uncertain.**

How many participating AEPA states had sales this year? **0**

Contract Volume as reported by AEPA Member States:

Year 1 \$ 203,485

Year 2 \$ 0

Year 3 \$ 0

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

Lack of communication or marketing efforts. No sales

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

- ☒ Yes, Vendor representative initiates communication
- ☐ Yes, Vendor representative responds to calls, emails, etc.
- ☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Provided marketing material when the contract started, but none since then. Good contract category to keep with a potential demand.

Marketing

Is there a proactive marketing plan in place? ☐ Yes ☒ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?
☒ Yes ☐ No

Comments:

More active marketing efforts will be needed.

Recommendation:

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
More proactive marketing action and frequent communication with member states
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature:


Thomas Kim & Andrew Pickens

Committee Member: Tina Smith

AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5B Category: Career and Technical Education

Vendor Name: Blick Art

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

Contracts and Sales

How many participating states signed contracts this year? If not, why? 20

How many participating AEPA states had sales this year? 12

Contract Volume as reported by AEPA Member States:

Year 1 \$ 608,669

Year 2 \$ [Click or tap here to enter text.](#)

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☐ No ☒ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

[Click or tap here to enter text.](#)

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

- ☐ Yes, Vendor representative initiates communication
- ☒ Yes, Vendor representative responds to calls, emails, etc.
- ☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒Yes ☐No

Comments:

[Click or tap here to enter text.](#)

Marketing

Is there a proactive marketing plan in place? ☒Yes ☐No

Is there evidence that the sales force actively markets the AEPA contract? ☒Yes ☐No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? ☐Yes ☒No

Comments:

One member state commented they would like to see more marketing materials on a more consistent basis

Recommendation:

- ☒ The Committee recommends **contract extension** with the Vendor Partner.
- ☐ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
[Click or tap here to enter text.](#)
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Ken S. Swink



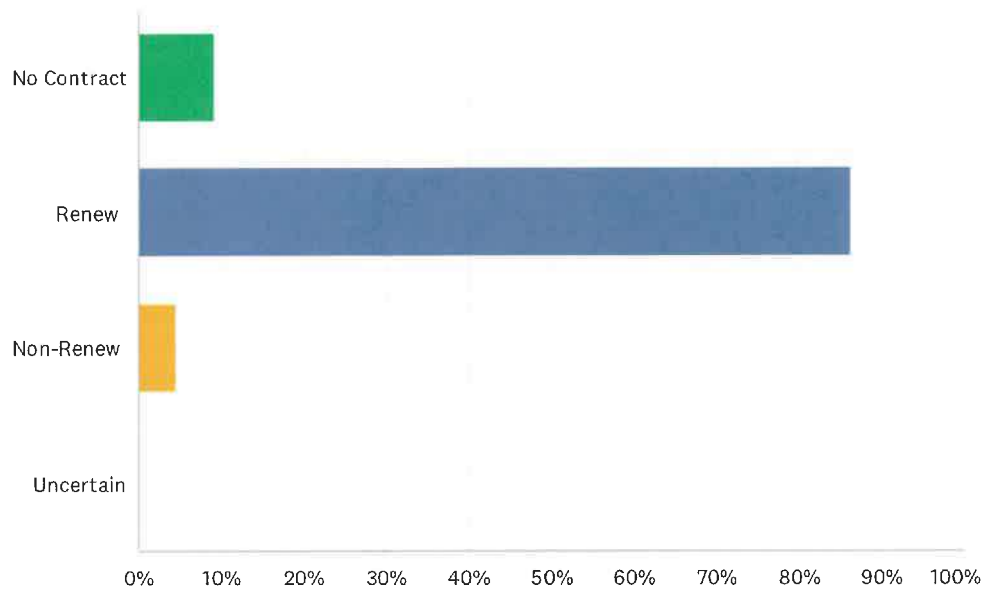
Committee Member: Hope Hardin Borbely

Committee Member: Scott Howard

Committee Member: [Click or tap here to enter text.](#)

Q43 Blick Art

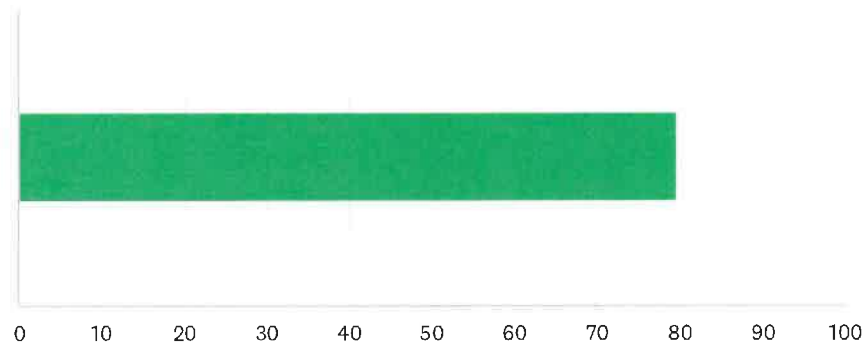
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	9.09%	2
Renew	86.36%	19
Non-Renew	4.55%	1
Uncertain	0.00%	0
TOTAL		22

Q44 Please indicate your overall satisfaction with Blick Art.

Answered: 18 Skipped: 5



ANSWER CHOICES		AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
			80	1,436
Total Respondents: 18				18
#		DATE		
1	92	3/21/2023 3:32 PM		
2	55	3/20/2023 12:07 PM		
3	50	3/20/2023 9:10 AM		
4	87	3/17/2023 3:20 PM		
5	100	3/17/2023 1:15 PM		
6	97	3/17/2023 11:35 AM		
7	90	3/17/2023 10:26 AM		
8	90	3/17/2023 7:28 AM		
9	95	3/16/2023 2:20 PM		
10	65	3/16/2023 11:13 AM		
11	75	3/15/2023 8:51 AM		
12	75	3/14/2023 9:00 AM		
13	65	3/14/2023 8:51 AM		
14	85	3/13/2023 3:57 PM		
15	50	3/13/2023 1:27 PM		
16	100	3/13/2023 12:50 PM		
17	90	3/13/2023 12:50 PM		
18	75	3/13/2023 12:49 PM		

Q45 What factors influenced your decision to renew or non-renew a contract?

Answered: 9 Skipped: 14

#	RESPONSES	DATE
1	Good contract to have for New Mexico for art supplied. Volume of \$80,000 for current fiscal year.	3/21/2023 3:32 PM
2	Provided marketing materials when the contract started, and responds to emails quickly.	3/17/2023 10:26 AM
3	Great company with great products and strong sales.	3/16/2023 2:20 PM
4	I think Blick is a great vendor to have on contract and am happy that they now have some marketing attention.	3/16/2023 11:13 AM
5	We have had little to no sales through the agreement, but hopeful that we will have more success in the coming year.	3/15/2023 8:51 AM
6	responsive to requests and check-ins	3/14/2023 9:00 AM
7	Sales in the category	3/14/2023 8:51 AM
8	The usage has increased	3/13/2023 3:57 PM
9	No sales activity	3/13/2023 1:16 PM

Q46 Additional feedback:

Answered: 3 Skipped: 20

#	RESPONSES	DATE
1	Need to improve marketing in New Mexico.	3/21/2023 3:32 PM
2	No sales or marketing of this contract in our state	3/20/2023 9:10 AM
3	Received some marketing materials but need them on a more consistent cadence, monthly.	3/14/2023 8:51 AM

AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5B Category: Career and Technical Education

Vendor Name: Midwest Technology Products

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

Contracts and Sales

How many participating states signed contracts this year? If not, why? 22

How many participating AEPA states had sales this year? 18

Contract Volume as reported by AEPA Member States:

Year 1 \$ 741,874

Year 2 \$ [Click or tap here to enter text.](#)

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☐ No ☒ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

[Click or tap here to enter text.](#)

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

- ☐ Yes, Vendor representative initiates communication
- ☒ Yes, Vendor representative responds to calls, emails, etc.
- ☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?
☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒Yes ☐No

Comments:

[Click or tap here to enter text.](#)

Marketing

Is there a proactive marketing plan in place? ☒Yes ☐No

Is there evidence that the sales force actively markets the AEPA contract? ☒Yes ☐No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? ☐Yes ☒No

Comments:

One member stated commented they would like to see Midwest attend both annual AEPA meetings

Recommendation:

- ☒ The Committee recommends **contract extension** with the Vendor Partner.
- ☐ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
[Click or tap here to enter text.](#)
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Ken S. Swink



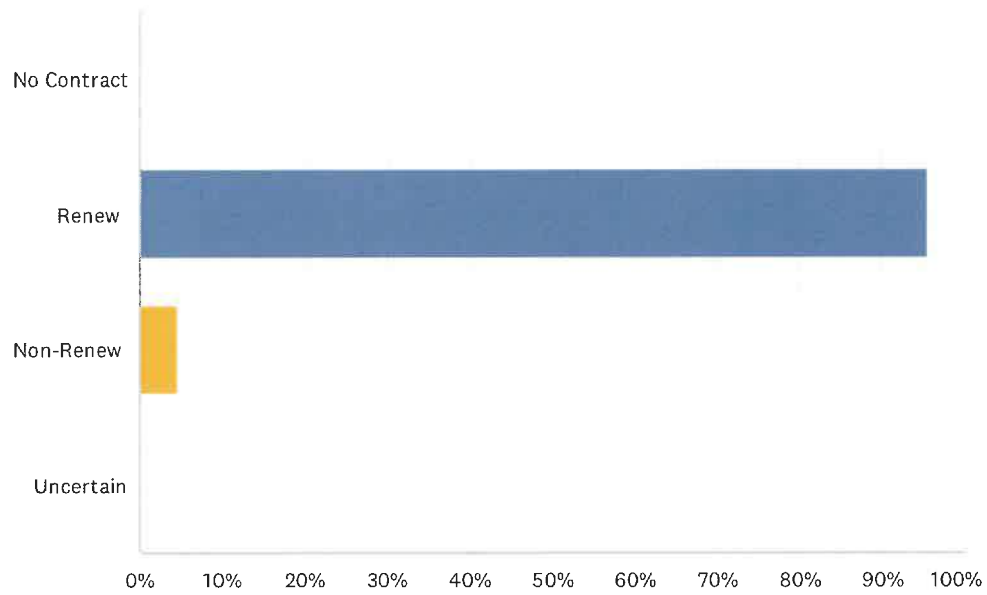
Committee Member: Hope Hardin Borbely

Committee Member: Scott Howard

Committee Member: [Click or tap here to enter text.](#)

Q47 Midwest Technology

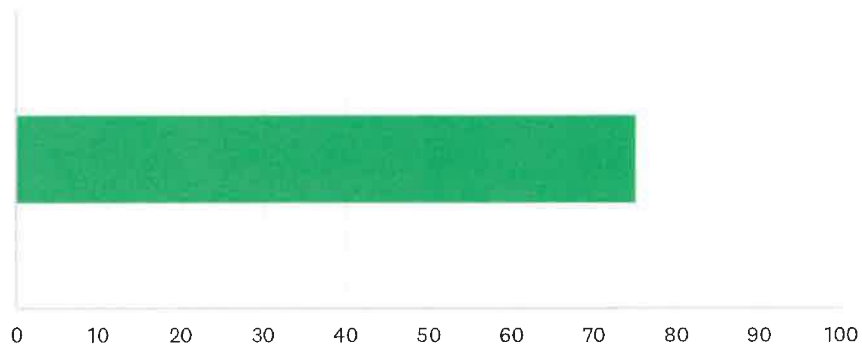
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	0.00%	0
Renew	95.45%	21
Non-Renew	4.55%	1
Uncertain	0.00%	0
TOTAL		22

Q48 Please indicate your overall satisfaction with Midwest Technology.

Answered: 20 Skipped: 3



ANSWER CHOICES		AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
			75	1,506
Total Respondents: 20				20
#		DATE		
1	93	3/21/2023 3:34 PM		
2	54	3/20/2023 12:07 PM		
3	82	3/20/2023 9:10 AM		
4	85	3/17/2023 1:15 PM		
5	68	3/17/2023 12:11 PM		
6	94	3/17/2023 11:35 AM		
7	95	3/17/2023 10:26 AM		
8	80	3/17/2023 7:28 AM		
9	70	3/16/2023 2:20 PM		
10	50	3/16/2023 11:14 AM		
11	85	3/15/2023 8:53 AM		
12	70	3/14/2023 9:01 AM		
13	70	3/14/2023 8:52 AM		
14	65	3/13/2023 3:58 PM		
15	75	3/13/2023 1:57 PM		
16	50	3/13/2023 1:27 PM		
17	71	3/13/2023 1:16 PM		
18	100	3/13/2023 12:50 PM		
19	80	3/13/2023 12:50 PM		
20	69	3/13/2023 12:49 PM		

Q49 What factors influenced your decision to renew or non-renew a contract?

Answered: 12 Skipped: 11

#	RESPONSES	DATE
1	Contract provides products for New Mexico vocational, career, technical, and STEM programs.	3/21/2023 3:34 PM
2	They have provided marketing materials and have worked to increase sales	3/20/2023 9:10 AM
3	Very low sales and lack of marketing effort in WA.	3/17/2023 12:11 PM
4	Very responsive in returning emails, provides us with updated marketing content on a regular basis, and participates in vendor marketing calls.	3/17/2023 10:26 AM
5	Hoping to do business in the future.	3/17/2023 7:28 AM
6	Good category/products to have on contract.	3/16/2023 11:14 AM
7	We have had little to no sales through the agreement but I appreciate the marketing materials they provide and we are hopeful that we will see more activity on the contract as CTE is a key area of development across the state.	3/15/2023 8:53 AM
8	Iowa based partner, huge catalog of products	3/14/2023 9:01 AM
9	Sales in the category, vendor is sending marketing materials on a regular basis.	3/14/2023 8:52 AM
10	Decent contract no sales, doesn't attend both AEPA meetings	3/13/2023 3:58 PM
11	The vendor is always responsive and has available marketing	3/13/2023 1:57 PM
12	Limited sales but they do a good job of communicating and we have had some activity.	3/13/2023 1:16 PM

Q50 Additional feedback:

Answered: 3 Skipped: 20

#	RESPONSES	DATE
1	Need to increase marketing in New Mexico.	3/21/2023 3:34 PM
2	Marketing	3/16/2023 2:20 PM
3	We have not seen much in sales yet, but are optimistic for the future	3/13/2023 1:57 PM

AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5 Category: Career and Technical Education

Vendor Name: Pitsco Education

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 21

Contracts and Sales

How many participating states signed contracts this year? If not, why? 21

How many participating AEPA states had sales this year? 8

Contract Volume as reported by AEPA Member States:

Year 1 \$ 58,544

Year 2 \$ [Click or tap here to enter text.](#)

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☐ No ☒ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☒ Yes ☐ No If yes, explain below.

Two members stated they would like to see a deeper discount rate than the current 2%

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☐ Yes, Vendor representative initiates communication

☒ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒Yes ☐No

Comments:

[Click or tap here to enter text.](#)

Marketing

Is there a proactive marketing plan in place? ☒Yes ☐No

Is there evidence that the sales force actively markets the AEPA contract? ☒Yes ☐No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?
☐Yes ☒No

Comments:

[Click or tap here to enter text.](#)

Recommendation:

- ☒ The Committee recommends **contract extension** with the Vendor Partner.
- ☐ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
[Click or tap here to enter text.](#)
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Ken S. Swink



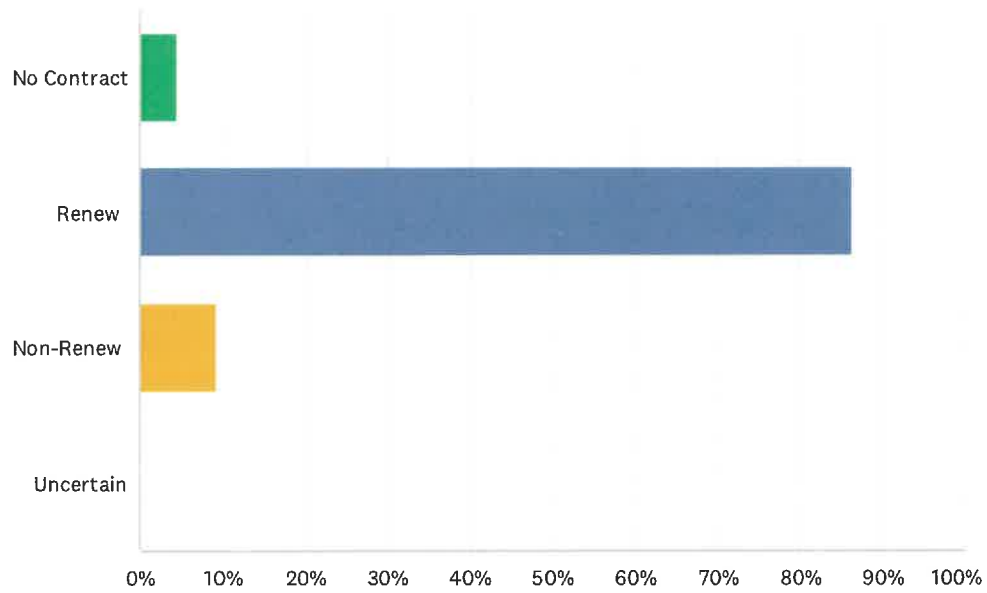
Committee Member: Hope Hardin Borbely

Committee Member: Scott Howard

Committee Member: [Click or tap here to enter text.](#)

Q51 Pitsco Education

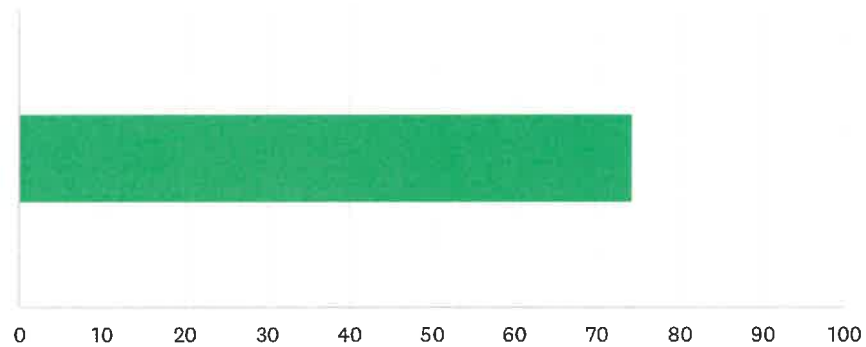
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	4.55%	1
Renew	86.36%	19
Non-Renew	9.09%	2
Uncertain	0.00%	0
TOTAL		22

Q52 Please indicate your overall satisfaction with Pitsco Education.

Answered: 19 Skipped: 4



ANSWER CHOICES		AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
			74	1,414
Total Respondents: 19				19
#		DATE		
1	60	3/21/2023 3:40 PM		
2	53	3/20/2023 12:08 PM		
3	50	3/20/2023 9:10 AM		
4	85	3/17/2023 1:15 PM		
5	75	3/17/2023 12:11 PM		
6	94	3/17/2023 11:35 AM		
7	95	3/17/2023 10:27 AM		
8	90	3/17/2023 7:28 AM		
9	70	3/16/2023 2:21 PM		
10	65	3/16/2023 11:14 AM		
11	90	3/15/2023 8:54 AM		
12	75	3/14/2023 9:02 AM		
13	90	3/14/2023 8:53 AM		
14	80	3/13/2023 3:59 PM		
15	60	3/13/2023 1:27 PM		
16	25	3/13/2023 1:17 PM		
17	100	3/13/2023 12:50 PM		
18	84	3/13/2023 12:50 PM		
19	73	3/13/2023 12:50 PM		

Q53 What factors influenced your decision to renew or non-renew a contract?

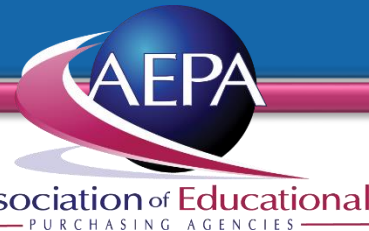
Answered: 11 Skipped: 12

#	RESPONSES	DATE
1	No sales in New Mexico for STEM based curriculum.	3/21/2023 3:40 PM
2	We are recommending renewal even though we have had minimal sales as we think this is a viable contract.	3/20/2023 9:10 AM
3	Provided marketing materials when the contract started, participates in vendor marketing calls, and responds to emails quickly.	3/17/2023 10:27 AM
4	Few sales, but Pitsco provides marketing materials regularly.	3/16/2023 2:21 PM
5	Pitsco does a great job with providing us with marketing materials. I wish their discount was more than 2%.	3/16/2023 11:14 AM
6	We have had limited sales through the contract, but I have been impressed with the offerings and willingness to collaborate on marketing and events in the future.	3/15/2023 8:54 AM
7	Vendor communicates well and is open to getting in front of our schools	3/14/2023 9:02 AM
8	Sales in the category, vendor is sending marketing materials on a regular basis. Excellent to work with on special funding projects.	3/14/2023 8:53 AM
9	Contract is used	3/13/2023 3:59 PM
10	N/A- we do not have a contract with Pitsco	3/13/2023 1:57 PM
11	no sales activity	3/13/2023 1:17 PM

Q54 Additional feedback:

Answered: 3 Skipped: 20

#	RESPONSES	DATE
1	Need to improve marketing in New Mexico.	3/21/2023 3:40 PM
2	We need additional communication and marketing for this contract	3/20/2023 9:10 AM
3	I feel a hurdle for this contract is the discount rate. 2% doesn't seem all that attractive	3/14/2023 9:02 AM



AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5 Category: Institutional Kitchen Equipment

Vendor Name: Hubert

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

Contracts and Sales

How many participating states signed contracts this year? If not, why? 16

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 188,799

Year 2 \$

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☒ Yes ☐ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☒ Yes ☐ No If yes, explain below.

[Click or tap here to enter text.](#)

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☐ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes

☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:
Click or tap here to enter text.

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner’s marketing practices?
☒ Yes ☐ No

Comments:
Click or tap here to enter text.

Recommendation:

- ☒ The Committee recommends **contract extension** with the Vendor Partner.
- ☐ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
Click or tap here to enter text.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Anna Marie Hollander-MI

Committee Member: Cara Hart, CT

Committee Member: Patricia McKim, MA

Committee Member: Nita Werner, WY

DocuSigned by:
Anna Marie Hollander
96907CC1E8A14CA...



Recommendation for New Contracts

AEPA 023.5B Playground and Recreation Equipment Click or tap here to enter text.

Association of Educational
PURCHASING AGENCIES

Solicitations received that were rejected PRIOR to Category Committee evaluation with cause for rejection:

None

Solicitations received that were rejected DURING Category Committee evaluation with cause for rejection:

None

Methodology Used by the Committee for Determination:

_____ Low responsive and responsible Respondent(s) based on the attached price tabulation.

_____ Low responsive and responsible Respondents(s) based on the attached market basket study tabulation.

☒ Responsive and responsible Respondent based on specialty offerings or value.

Vendor(s) recommended with reason for recommendation:

See attached

Kompan, Inc- Playground Equipment, Shade, Shelter, (Site Furnishings and Early Childhood Aides are in Playground response)

RCP Shelters Shade, Shelter Structures-offers various types of shelters for outdoor use, various materials

Romtec, Inc Shade, Shelter Structures- offers restrooms both waterless and plumbed, utility buildings, concessions, showers, shelters, pavilions, amphitheaters

The below responses listed deviations and/or exceptions :

Kompan, Inc.

Part B: Page 27-28 GC License Kompan does not hold a GC License in all states listed as part of the bid. Kompan, instead, subcontracts installation labor to experienced subcontractors who hold GC licenses. Kompan has over 28 yrs experience project managing turnkey playground installation with this methodology (The playground committee understands not all AEPA states may be able to utilized the contract due to construction requirements In their state)

Part B: 7.1.5 Installation Kompan addresses installation costs on a project by project basis as site conditions/ equipment will vary. These can be easily quoted at time of project planning implementation. Typical installation cost as a percentage of project equipment retail can be in the range of +- 27%- 38% prior to standard discounts that can be applied (The playground committee believes this is a reasonable request and accept the deviation)

Proposed Motion:

The Category Committee recommends that AEPA reject the responses from:

N/A.

Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA:

Kompan, Inc

RCP Shelters

Romtec, Inc

Committee Members

Committee Chair – Name & Signature: Tambria Stowers

Tambria Stowers

Committee Member: John Tortelli

Committee Member: Nita Werner

Gustavo Rossell

**IFB# 023.5 B Playground and Recreational Equipment
Cost Summary**

Base Catalog Bid Pricing		Kashco	Kompan, Inc.	KCP Shelters, Inc.
Lot 1 - Playground Category Discounts	Required if bidding on this lot	No	Yes, Lot 1 - Playground Equipment Inclusive of Playground Surfacing; Category, 4741 items: Lot 5 - Site Furnishings	No
Lot 2 - Water Park Category Discounts	Required if bidding on this lot	No	No	No
Lot 3 - Skate Park Structures Category Discounts	Required if bidding on this lot	No	No	No
Lot 4 - Shade & Shelter Category Discounts	Required if bidding on this lot	Yes	No	No
Lot 5 - Site Furnishings Category Discounts	Required if bidding on this lot	No	Yes	No
Lot 6 - Early Childhood Aides Category Discounts	Required if bidding on this lot	No	No	No
Base Bid Pricing: Line Items Not Inclusive of All Catalog Items				
Lot 1 Playground Equipment Items	Required if bidding on this lot	No Bid	Yes, 184 items	No Bid
Lot 2 Water Park Equipment Items	Required if bidding on this lot	No Bid	No Bid	No Bid
Lot 3 Skate Park Items	Required if bidding on this lot	No Bid	No Bid	No Bid
Lot 4 Shade, Shelter Structures	Required if bidding on this lot	Yes, have over 500 items, restrooms, SHOWER, PAVILION, replacement parts and accessories	Yes, USA Shade 18 shade structures items	Yes, have over 360 Shelters
Lot 5 - Site Furnishings	Required if bidding on this lot	No Bid	SEE KOMPAN PRICING F.2 Lot 1, Playgrounds	No Bid
Lot 6 - Early Childhood Aides	Required if bidding on this lot	No Bid	SEE KOMPAN PRICING F.2 Lot 1, Playgrounds	No Bid
Services	Optional	Only Item bid -Engineering Services - \$9025	Only Items are Engineering Services \$260.00 HR Playground inspection \$46 HR	No Bid
State Price Multiplier And Rates	Required for Construction Installation Freight	State Multiplier for Wages only CA; Cost Factors - yes - zero cost; Service/Labor Rate bid \$0.00; Construction Services -No Bid; Installation of Equipment - No Bid; Installation of Surface Materials No Bid	No pricing for State Multiplier for Wages; Description of Cost Factors Quoted per project; Service/Labor Rates - 2 are at no cost; 15 as Quoted per project; Construction Services only removal and disposal of existing equipment has a cost the balance of items are Quoted per project; Installation of Surface Materials all items Quoted per project. See exception in Form D Questionnaire.	No pricing for State Multiplier for Wages; Description of Cost Factors Quoted per project \$0.00 for cost and 0% for factors; Service/Labor Rates - all at no cost; Construction Services - No bid; Installation of Equipment -No Bid; Installation of Surface Materials - No Bid
Volume Discounts	OPTIONAL	No Bid	Yes - \$100,000 to \$199,999.99 - 2%; \$200,000 to \$499,999.99 - 5%; \$500,000.00 and over -10%	No Bid

**ADDENDUM TO 2021-2024 SPECIAL BUY AGREEMENT BETWEEN ESUCC
COOPERATIVE PURCHASING AND Securly Inc.**

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Securly Inc.** ("Contractor") to the 2021-2024 Special Buy Agreement signed by the Cooperative on April 23, 2021 and by the Contractor on April 23, 2021. The Addendum is as follows:

Exhibit "A" is amended to add the following goods or services:

Product	Description
e-hallpass by Securly - 1 year	1 YEAR subscription to Securly's e-hallpass. Securly's e-hallpass solution for digital hall passes including contactless hall passes, pass volume limits, and custom reports
Flex by Securly - 1 year	1 YEAR Subscription to Flex by Securly. With Flex, teachers can customize their offerings and students can select their choices on a daily basis while providing students with voice and choice.
Rhithm Premium by Securly - 1 year	1 YEAR subscription to Rhithm Premium by Securly. Rhithm uses simple evidence-based check-in assessments to proactively deliver short activities and video lessons promoting life skills and well-being. These check-ins also provide visibility into student wellness and empowers schools to leverage resources to best support students in need.
Observe by Securly - 1 year	1 YEAR subscription to Observe by Securly. Observe allows schools to easily record potentially lifesaving observed information about their students' safety, mental health, and well-being that may otherwise go unrecorded.
Respond by Securly - 1 year	1 YEAR subscription to Respond by Securly. Securly's case management tool, allowing school administration to open and track cases in response to Aware alerts and student wellness levels. available as an optional add-on to Aware Premium.
Reveal by Securly - 1 year	1 YEAR subscription to Reveal. Securly's device impact measurement solution to help technology leaders understand the impact of their 1:1 device programs, visualize usage data and analytics, and identify budget opportunities.
Visitor by Securly - 1 year	1 YEAR subscription to Visitor by Securly. Streamlines and automates visitor management; provides background checks; can self-check with iPad; printer required for guest badges

Updated Product Names and Descriptions:

Product	Description
Aware by Securly - 1 year	1 YEAR subscription to Aware by Securly. Monitors all web traffic, searches, YouTube, Social Media, Gmail/Outlook, and Google Docs for cyber-bullying, violence, self-harm,

	grief, profanity, and nudity. Also monitors Google Drive for pornography. New features will be included in the price such as - Think Twice: an automated popup when cyberbullying is detected before messages are sent, Wellness Scores: a score that follows a student's mental health, Wellness Pathways Widget: a tool to provide resources to students when their wellness scores increase.
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Exhibit "B" is amended to add the following pricing information:

Product	Price
e-hallpass by Securly - 1 year	\$3.50
Flex by Securly - 1 year	\$5.40
Rhithm Premium by Securly - 1 year	\$5.50
Observe by Securly - 1 year	\$1.20
Respond by Securly - 1 year	\$1.50
Reveal by Securly - 1 year	\$1.50
Visitor by Securly - 1 year	\$400

All other terms and conditions of the 2021-2024 Special Buy Agreement are unchanged.

CONTRACTOR

Michaelann Carlin

Michaelann Carlin
Director of Revenue Operations
Executed on: 4/28/2023

COOPERATIVE

Kraig Lofquist
Executive Director
Executed on: _____

Certificate Of Completion

Envelope Id: 71DDF2A30175422CBA96695CC78CFFC7

Status: Completed

Subject: Complete with DocuSign: 2023-04-06 Securly Product Addendum to Special Buy Agreement (1).docx

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Michaelann Carlin

AutoNav: Disabled

michaelann.carlin@securly.com

Enveloped Stamping: Disabled

IP Address: 23.115.83.253

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Michaelann Carlin

Location: DocuSign

4/28/2023 2:25:47 PM

michaelann.carlin@securly.com

Signer Events**Signature****Timestamp**

Michaelann Carlin



Sent: 4/28/2023 2:26:06 PM

michaelann.carlin@securly.com

Viewed: 4/28/2023 2:26:12 PM

Director of Revenue Operations

Signed: 4/28/2023 2:26:59 PM

Securly, Inc.

Freeform Signing

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 23.115.83.253**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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4/28/2023 2:26:06 PM

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Security Checked

4/28/2023 2:26:12 PM

Signing Complete

Security Checked

4/28/2023 2:26:59 PM

Completed

Security Checked

4/28/2023 2:26:59 PM

Payment Events**Status****Timestamps**

AESA Executive Council

Spring 2023 Highlights



AESA National Awards

- AESA national awards are being rebranded to make it easier for our members to apply.
 - **Excellence in Executive Leadership Award**
 - **Outstanding Individual Achievement Award**
 - **Outstanding Achievement in ESA Writing & Research Award**
 - **Exemplary Service & Innovation for Technological Advancement Award**
- A new award has been added: **Women of Inspiration Leadership Award** recognizes an individual who has demonstrated a deep commitment to the advancement of women leaders at her organization and, through her leadership, has ignited lasting and impactful change for women. This award honors Dr. Susan Leddick, who impacted AESA and ESAs for over 30 years before her untimely death in 2021.
- **The 2023 award program accepts nominations due by June 12, 2023!**

[AESA National Awards](#)

Legislative Priorities and Legislative Agenda approved by Executive Council

- The Federal Legislative Policy Priorities are subject to regular review by the federal advocacy committee and approved by the executive council. The annual Federal Legislative Agenda allows the organization to identify, pivot, and respond to emerging federal discussions, especially those that affect ESAs and AESA's Federal Legislative Policy Priorities. The federal advocacy committee recommends the annual Federal Legislative Agenda to the executive council for approval each calendar year.
- The 2023 AESA Federal Advocacy Legislative Priorities and Agenda were developed during the Virtual Federal Advocacy Committee meeting in January and received approval during the spring meeting of the Executive Council
- AESA partners with AASA to contract with Noelle Ellerson Ng and her team for our federal advocacy work.

AESA is Hiring! Two new positions are posted on [Job Central](#)

- AESA has experienced exceptional growth in the membership services division. Two positions are being added to support that growth.
 - The Chief Program Officer (CPO) will serve as a collaborative member of the AESA leadership team. The CPO will primarily create and grow new products, services, and supports aligned with the association's mission and beliefs.
 - The Program Assistant is a 50% position that will assist the Executive Assistant and other AESA team members with their responsibilities.

2023 Annual Conference [Call for Proposals](#)

Breakout sessions are the backbone of the AESA Annual Conference! The AESA conference is the best place to learn what services Education Service Agencies (ESAs) provide to their region's schools and districts. Please consider submitting your idea to showcase the work of your ESA!

Proposals are due April 17, 2023.

AESA Executive Council

Spring 2023 Highlights

Executives in Residence Program

The Executives in Residence Program is a yearlong, performance-based opportunity for ESA leaders interested in learning more about the CEO position. The program includes a mentor component by CEOs and host organizations, provides access to various leadership experiences, and works in a cohort model providing national networking and communication. The program commences in July each year and will prepare our next generation of CEOs with the needed skills to lead an ESA. **Applications to the program are open until May 1, 2023.**

Summer Leadership Conference – July 18 – 20, 2023

On Tuesday night, all paid attendees receive one Cincinnati Reds vs. San Francisco Giants Baseball Game ticket. (Additional tickets may be purchased for guests during conference registration through AESA.)

Wednesday's Conference Reception will be held at the [National Underground Railroad Freedom Center](#) and includes free admission to the museum for paid attendees and guests.

- Held at Hamilton County ESC in Cincinnati, OH
- Theme: Transform Data Into Impact
 - The 2023 Summer Leadership Conference is laser-focused on using data to make highly impactful decisions that will help you lead your organization's success. If you are spinning in data, then turn that data into actions that will propel your ESA forward. If your ESA is already using data, turn to your colleagues for inspiration to take your organization to the next level. Either way, we know data drives improvement. We hope you will come and learn with us at the 2023 AESA Summer Leadership Conference!

AESA Foundation

Members of the Executive Council received a report on the background and history of the AESA Foundation. Following that report, the council redefined the AESA Foundation Board of Trustees' role. As a result, the Foundation's role is confirmed to support the strategic direction of AESA through much-needed fundraising. That funding will allow AESA staff to focus on programming and services for AESA members and stakeholders.

Foundation Board of Trustee members serve a three-year term. The executive council approved Wanda Cook-Robinson (MI), Jake Seuntjens (MN), Cliff Carmody (MN), JoAnne Haley Sullivan (MA), and Phoebe Bailey (AR) for the 2023-2026 Term.

The executive council also approved a \$50,000 funding request to include \$20,000 for a grant to support the development of state advocacy services, \$10,000 for a grant to support data visualization services, and \$20,000 to support the 2023 Annual Conference activities.

April 2023

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

ESUCC
Executive Committee Meeting
Tuesday, May 2, 2023, 11:00 AM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 4/26/23

Attendance Taken at 11:00 AM.

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.

2. Roll Call

Meeting called to order at 11:00 AM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana

3. Agenda Item

3.1. Financials

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

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

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

3.1.2. Approval of April Expenses to be paid in May.

The Treasurer reviewed the April expenses to be paid in May.

Recommend motion to approve April expenses to be paid in May 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

3.1.3. Monthly Staff Budget Meeting

The team met and discussed the monthly budgets.

3.1.4. Recommend approval of May, June, July, August claims as approved by Executive Director

Recommend approval of May, June, July, August claims as approved by Executive Director

The President shared the need to approve the Executive Director to approve claims for May, June, July, August when the board does not meet.

Recommend approval of May, June, July, August 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. Rule 84 meeting - January 2024 Change the Rule 84 - January 2024

- Move to Monday in order to have affiliates attend
- Move to Monday in order to have NDE/ESUCC reps. attend affiliate meetings

Discussion on changing the date of the January 2024 Rule 84 meeting.

3.2.2. ESUCC Committee Membership 2023-2025

The Board President reviewed the committee membership for 2023-2025.

3.2.3. Discuss a timeline for reviewing the current ESU Standards

The Board President discussed the need to review the current ESU Standards.

4. Next Meeting Agenda Items

5. Adjournment

The meeting adjourned at 11:46 AM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

March 31, 2023

Checkbook Balances:

As of Sept. 1, 2021 \$3,083,010.54

As of March 1, 2023= \$3,446,986.40

	<u>March 2023 Receipts</u>	<u>March 2023 Disbursements</u>	<u>March 2022 Receipts</u>	<u>March 2022 Disbursements</u>
ESUCC Admin	\$11,827.65	(\$24,806.26)	\$2,282.78	(\$21,457.99)
COOP	\$26,580.63	(\$29,521.99)	\$29,294.77	(\$28,820.55)
DEC	\$0.00	(\$27,361.55)	\$0.00	(\$26,641.35)
IMAT	\$0.00	(\$8,583.27)	\$5,700.00	(\$8,122.19)
SRS	\$0.00	(\$40,587.19)	\$0.00	(\$36,609.42)
PDO	\$100.00	(\$314,096.13)	\$17,949.00	(\$4,210.29)
PS	\$27,317.72	(\$40,143.75)	\$0.00	(\$37,396.32)
AAP			\$0.00	(\$2,790.60)
PROJ PARA	\$0.00	(\$4,564.61)	\$0.00	(\$5,182.53)
	\$65,826.00	-\$489,664.75	\$55,226.55	-\$171,231.24

ESUCC Reserve \$250,000.00

As of March 31, 2023 = \$3,023,147.65

March 31, 2022 =

\$3,998,005.39

Outstanding Receipts As Of 03/31/23

ESUCC Admin.	\$0.00
MSA & Simpl Fees	\$0.00
COOP	\$40,987.91
Vendor Admin Fees	\$349.56
School Orders Worldbook/Movie Lic./Securly	\$568.75
AEPA/Special Buys/Food/Custodial Admin Fees	\$40,069.60
DEC	\$0.00
	\$0.00
IMAT	\$1,300.00
ISKME (NDE)	\$1,000.00
MSA Fees	\$0.00
PD Library/Sora (NDE)	\$300.00
SRS	\$0.00
MSA Fees	\$0.00
Annual Member Fee (Tier Billing)	\$0.00
PDO	\$483,445.22
MSA Fees	\$0.00
PD Trainings/Reg. Fees	\$515.00
NDE, AAP	\$0.00
NDE, Grants (Software Innovation Network)	\$482,930.22
GEERS Devices	\$0.00
Crisis Threat Training	\$0.00
MSA TLT Special Project, IDM Summer Institute	\$0.00
PS	\$12,528.00
PowerSchool Membership Fees & PSCB	\$12,528.00
Total:	\$538,261.13

FY Net Activity 03/31/23

ESUCC Admin	\$264,760.01
COOP	\$207,991.97
DEC	\$110,796.38
IMAT	\$69,382.10
SRS	-\$196,511.32
PDO	-\$1,131,898.14
PS	\$613,648.82
AAP	\$33,487.19
PROJ PARA	-\$31,519.90
	-\$59,862.89

Budget Notes/Comments, March 2023:

66.83%	Total Budget Usage
71.99%	Adjusted Budget Usage
58.31%	7-month Budget Project

Notes/Special Receipts, March 2023:

\$27,317.72	PowerSchool, Fees (PSCB)
\$26,580.63	Coop Admin Fees

Notes/Special Disbursements, March 2023:

\$1,200.00	AESA, AEPA Spring Meeting Registration
\$323,100.00	CDWG, Duo Security, Software Innovation
\$2,235.33	Kyocera, Coop Admin Fee Overpayment Refund
\$3,500.00	Novak Educational Consulting, TLT Training
\$2,300.00	PowerSchool, Training

April Expenses Payable May 2023 Total \$251,227.71

\$51,400.00	Bromm & Associates, Gov't Relations, Lobbyist
\$1,547.00	Eide Bailly, FY Ending 2022 Audit
\$20,800.00	Rivet Education, Training
\$2,195.70	Scoby Brothers, Advertising/Promotional Items
\$1,038.81	PowerSchool, SIS Renewal (Mead & Yutan)
\$2,314.43	CDWG, Coop Hardware (Laptop)

Special Projects/Grants Status as of March 31, 2023:

	<u>Receipts</u>	<u>Expenditures</u>
SIMPL Expenditures	\$0.00	\$5,652.50
Software Innovation Network	\$960,000.00	\$1,442,930.22
GEERS	\$16,347,834.01	\$16,347,834.01

Executive Committee Meeting
Tuesday, May 2, 2023 11:00 AM
ESU No.10
76 Plaza Blvd
Kearney, NE 68845

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Financials
Committee Chair

3.1.1. Approve Claims, Financials Statements, and Assets for Month of March
Committee Chair

3.1.2. Approval of April Expenses to be paid in May.
Committee Chair

3.1.3. Monthly Staff Budget Meeting
Committee Chair

3.1.4. Recommend approval of May, June, July, August claims as approved by Executive
Director
Committee Chair

3.2. Executive Committee
Board President

3.2.1. Rule 84 meeting - January 2024
Executive Director

3.2.2. ESUCC Committee Membership 2023-2025
President

3.2.3. Discuss a timeline for reviewing the current ESU Standards
President

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

ESUCC Meeting Schedule for January 8-9, 2024.

DL Locations: ESU

Overflow/Work Room – Room G

January 8, 2024 11:00 AM-3:00 PM	Rule 84 Meeting (Rooms E-F) https://zoom.us/j/4995643911
January 9, 2024 8:00-8:45 AM	Information Services – (Rooms E-F) Zoom Sites: https://zoom.us/j/4995643911
January 9, 2024 9:00-9:45 AM	Educational Resources - (Rooms E-F) Zoom Sites: https://zoom.us/j/4215446870
January 9, 2024 10:00-10:45 AM	Legal Services - (Rooms E-F) Zoom Sites: https://zoom.us/j/4995643911
January 9, 2024 11:00-11:45 AM	Executive Committee - (Rooms E-F) Zoom Sites: https://zoom.us/j/4215446870
January 9, 2024 11:45 -12:30 PM	Lunch
January 9, 2024 12:30-3:30 PM	General Meeting - (Rooms E-F) Zoom Sites: https://zoom.us/j/4995643911

Zoom for ESUs, Staff and Friends

ESUCC – All meetings will use the same Zoom

Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/4995643911>

Or iPhone one-tap (US Toll): +16465588656,,4995643911# or
+16468769923,,4995643911#

Or Telephone:

Dial: +1 646 558 8656 (US Toll) or +1 646 876 9923 (US Toll)
Meeting ID: 499 564 3911

International numbers available:

https://zoom.us/join?m=eYe_vRVzZZ9gDHcpjHGo7cYiSa9zqjWy

Or an H.323/SIP room system:

H.323:

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 499 564 3911

SIP: 4995643911@zoomcrc.com

March 31, 2023

Checkbook Balances:

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As of March 1, 2023= \$3,446,986.40

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\$2,314.43	CDWG, Coop Hardware (Laptop)

Special Projects/Grants Status as of March 31, 2023:

	<u>Receipts</u>	<u>Expenditures</u>
SIMPL Expenditures	\$0.00	\$5,652.50
Software Innovation Network	\$960,000.00	\$1,442,930.22
GEERS	\$16,347,834.01	\$16,347,834.01

Adjusted Budget, March 2023

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	\$48.63	\$0.00	\$195.10	\$2,104.90 8.48
1202310100 20810	ADMIN BOARD EXP/DUES	DUES/FEES	\$16,355.00	\$400.00	\$0.00	\$7,175.00	\$9,180.00 43.87
1202510100 20315	ADMIN FISCAL SERVICES	ACCT/AUDIT	\$5,616.00	\$300.00	\$0.00	\$6,160.00	-\$544.00 109.69
1202330100 20314	ADMIN LEGAL/GOVT RELATION	GOVT RELATIONS	\$57,200.00	\$0.00	\$0.00	\$200.00	\$57,000.00 0.35
1202330100 20317	ADMIN LEGAL/GOVT RELATION	LEGAL	\$7,200.00	\$0.00	\$0.00	\$1,473.06	\$5,726.94 20.46
1202560100 20531	ADMIN POSTAGE	POSTAGE/POSTAGE METER	\$350.00	\$7.20	\$0.00	\$81.18	\$268.82 23.19
1202530100 20550	ADMIN PRINT/PUB/DUP	PRINTING/BINDING	\$1,000.00	\$0.00	\$0.00	\$178.98	\$821.02 17.9
1202610100 20520	ADMIN RENT/LEASE	INSURANCE	\$11,917.00	\$668.00	\$0.00	\$6,010.00	\$5,907.00 50.43
1202610100 20440	ADMIN RENT/LEASE	RENT	\$3,191.00	\$265.96	\$0.00	\$1,595.72	\$1,595.28 50.01
1202320100 20333	ADMIN SALARY EXEC DIRECTO	MILEAGE	\$4,699.00	\$0.00	\$0.00	\$1,269.56	\$3,429.44 27.02
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	\$50.08	\$0.00	\$832.84	-\$432.84 208.21
1202320100 20230	ADMIN SALARY EXEC DIRECTO	RETIREMENT	\$10,395.00	\$866.27	\$0.00	\$5,197.62	\$5,197.38 50
1202320100 20110	ADMIN SALARY EXEC DIRECTO	SALARIES	\$105,239.00	\$8,785.51	\$0.00	\$52,713.11	\$52,525.89 50.09
1202320100 20220	ADMIN SALARY EXEC DIRECTO	SOCIAL SECURITY	\$8,051.00	\$668.99	\$0.00	\$2,098.57	\$5,952.43 26.07
1202320100 20610	ADMIN SALARY EXEC DIRECTO	SUPPLIES	\$400.00	\$0.00	\$0.00	\$11.32	\$388.68 2.83
1202320100 20580	ADMIN SALARY EXEC DIRECTO	TRAVEL (EXCEPT MILEAGE)	\$15,350.00	\$2,571.81	\$0.00	\$8,739.96	\$6,610.04 56.94
1202320100 20270	ADMIN SALARY EXEC DIRECTO	WORK COMP	\$421.00	\$35.08	\$0.00	\$210.48	\$210.52 50
1202800100 20333	ADMIN STAFF SALARY	MILEAGE	\$3,000.00	\$958.92	\$0.00	\$2,389.66	\$610.34 79.66
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	\$497.39	\$0.00	\$2,984.34	\$2,983.66 50.01
1202800100 20110	ADMIN STAFF SALARY	SALARIES	\$60,424.00	\$5,035.39	\$0.00	\$30,212.33	\$30,211.67 50
1202800100 20220	ADMIN STAFF SALARY	SOCIAL SECURITY	\$3,880.00	\$322.24	\$0.00	\$1,933.44	\$1,946.56 49.83
1202800100 20580	ADMIN STAFF SALARY	TRAVEL (EXCEPT MILEAGE)	\$3,500.00	\$2,175.23	\$0.00	\$6,210.65	-\$2,710.65 177.45
1202800100 20270	ADMIN STAFF SALARY	WORK COMP	\$242.00	\$20.16	\$0.00	\$120.96	\$121.04 49.98
1202580100 20530	ADMIN TECH SERVICES	COMPUTER/INTERNET/PHONE	\$582.00	\$0.00	\$0.00	\$549.35	\$32.65 94.39
1202580100 20320	ADMIN TECH SERVICES	CONTRACTED SERVICES	\$32,100.00	\$998.75	\$0.00	\$8,252.50	\$23,847.50 25.71
1202580100 20734	ADMIN TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$549.99	-\$549.99 0
1202580100 20650	ADMIN TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$944.00	\$137.85	\$0.00	\$1,781.61	-\$837.61 188.73
			\$360,724.00	\$24,813.46	\$0.00	\$149,127.33	\$211,596.67 41.34%
1202310620 20810	BL DEC BOARD EXP/DUES	DUES/FEES	\$420.00	\$0.00	\$0.00	\$125.00	\$295.00 29.76
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	\$625.15	\$0.00	\$3,750.90	\$3,751.10 50
1202320620 20110	BL DEC EXEC SALARY/EXP	SALARIES	\$75,945.00	\$6,340.06	\$0.00	\$38,040.35	\$37,904.65 50.09
1202320620 20220	BL DEC EXEC SALARY/EXP	SOCIAL SECURITY	\$5,810.00	\$482.78	\$0.00	\$1,514.46	\$4,295.54 26.07
1202320620 20270	BL DEC EXEC SALARY/EXP	WORK COMP	\$304.00	\$25.32	\$0.00	\$151.92	\$152.08 49.97
1202510620 20315	BL DEC FISCAL SERVICES	ACCT/AUDIT	\$546.00	\$0.00	\$0.00	\$420.00	\$126.00 76.92
1202330620 20317	BL DEC LEGAL/GOVT RELATIO	LEGAL	\$700.00	\$0.00	\$0.00	\$143.22	\$556.78 20.46
1202560620 20531	BL DEC POSTAGE	POSTAGE/POSTAGE METER	\$300.00	\$0.00	\$0.00	\$3.69	\$296.31 1.23
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	\$28.38	\$0.00	\$186.63	\$63.37 74.65
1202520620 20610	BL DEC PURCHASE/WAREHOUSE	SUPPLIES	\$500.00	\$0.00	\$0.00	\$17.00	\$483.00 3.4
1202610620 20440	BL DEC RENT/LEASE	RENT	\$5,568.00	\$463.99	\$0.00	\$2,783.94	\$2,784.06 50
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	\$1,706.91	\$2,293.09 42.67
1202800620 20290	BL DEC STAFF SALARY/EXP	OTHER BENEFITS	\$0.00	\$5.60	\$0.00	\$33.60	-\$33.60 0
1202800620 20230	BL DEC STAFF SALARY/EXP	RETIREMENT	\$11,866.00	\$988.77	\$0.00	\$5,932.62	\$5,933.38 50
1202800620 20110	BL DEC STAFF SALARY/EXP	SALARIES	\$120,120.00	\$10,009.95	\$0.00	\$60,059.79	\$60,060.21 50
1202800620 20220	BL DEC STAFF SALARY/EXP	SOCIAL SECURITY	\$8,447.00	\$695.92	\$0.00	\$4,175.52	\$4,271.48 49.43

1202800620	20580	BL DEC STAFF SALARY/EXP	TRAVEL (EXCEPT MILEAGE)	\$6,747.00	\$80.75	\$0.00	\$3,472.88	\$3,274.12	51.47
1202800620	20270	BL DEC STAFF SALARY/EXP	WORK COMP	\$480.00	\$40.03	\$0.00	\$240.18	\$239.82	50.04
1202580620	20530	BL DEC TECH SERVICES	COMPUTER/INTERNET/PHONE	\$13,509.00	\$0.00	\$0.00	\$349.08	\$13,159.92	2.58
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	\$640.45	\$0.00	\$3,842.70	\$3,842.30	50
1202580620	20110	BL DEC TECH SERVICES	SALARIES	\$66,946.00	\$6,483.75	\$0.00	\$38,902.45	\$28,043.55	58.11
1202580620	20220	BL DEC TECH SERVICES	SOCIAL SECURITY	\$5,121.00	\$424.73	\$0.00	\$2,548.38	\$2,572.62	49.76
1202580620	20734	BL DEC TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$3.00	-\$3.00	0
1202580620	20650	BL DEC TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$1,670.00	\$0.00	\$323.88	\$2,305.63	-\$635.63	138.06
1202580620	20270	BL DEC TECH SERVICES	WORK COMP	\$311.00	\$25.92	\$0.00	\$155.52	\$155.48	50.01
				\$364,589.00	\$27,361.55	\$323.88	\$170,865.37	\$193,723.63	46.87%

1202320600	20230	BL IMAT EXEC DIR SALARY/E	RETIREMENT	\$1,286.00	\$107.17	\$0.00	\$643.02	\$642.98	50
1202320600	20110	BL IMAT EXEC DIR SALARY/E	SALARIES	\$13,019.00	\$1,086.87	\$0.00	\$6,521.22	\$6,497.78	50.09
1202320600	20220	BL IMAT EXEC DIR SALARY/E	SOCIAL SECURITY	\$996.00	\$82.76	\$0.00	\$259.62	\$736.38	26.07
1202320600	20270	BL IMAT EXEC DIR SALARY/E	WORK COMP	\$52.00	\$4.34	\$0.00	\$26.04	\$25.96	50.08
1202510600	20315	BL IMAT FISCAL SERVICES	ACCT/AUDIT	\$546.00	\$0.00	\$0.00	\$420.00	\$126.00	76.92
1202330600	20317	BL IMAT LEGAL/GOVT RELATI	LEGAL	\$700.00	\$0.00	\$0.00	\$143.21	\$556.79	20.46
1202560600	20531	BL IMAT POSTAGE	POSTAGE/POSTAGE METER	\$50.00	\$0.60	\$0.00	\$4.02	\$45.98	8.04
1202520600	20320	BL IMAT PURCHASE/WAREHOUS	CONTRACTED SERVICES	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0
1202520600	20900	BL IMAT PURCHASE/WAREHOUS	OTHER PROGRAM PUCHASES	\$4,532.00	\$0.00	\$0.00	\$4,532.00	\$0.00	100
1202610600	20440	BL IMAT RENT/LEASE	RENT	\$1,563.00	\$130.14	\$0.00	\$780.84	\$782.16	49.96
1202800600	20333	BL IMAT STAFF SALARY/EXP	MILEAGE	\$1,038.00	\$112.66	\$0.00	\$273.91	\$764.09	26.39
1202800600	20290	BL IMAT STAFF SALARY/EXP	OTHER BENEFITS	\$0.00	\$1.40	\$0.00	\$8.40	-\$8.40	0
1202800600	20230	BL IMAT STAFF SALARY/EXP	RETIREMENT	\$7,119.00	\$593.29	\$0.00	\$3,559.74	\$3,559.26	50
1202800600	20110	BL IMAT STAFF SALARY/EXP	SALARIES	\$72,076.00	\$6,006.34	\$0.00	\$36,038.04	\$36,037.96	50
1202800600	20220	BL IMAT STAFF SALARY/EXP	SOCIAL SECURITY	\$5,249.00	\$434.26	\$0.00	\$2,605.56	\$2,643.44	49.64
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	\$848.33	\$151.67	84.83
1202800600	20270	BL IMAT STAFF SALARY/EXP	WORK COMP	\$288.00	\$24.04	\$0.00	\$144.24	\$143.76	50.08
1202580600	20530	BL IMAT TECH SERVICES	COMPUTER/INTERNET/PHONE	\$13,352.00	\$0.00	\$0.00	\$319.84	\$13,032.16	2.4
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	\$831.88	\$513.12	61.85
				\$127,261.00	\$8,583.87	\$0.00	\$57,959.91	\$69,301.09	45.54%

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	\$89.31	\$0.00	\$535.86	\$536.14	49.99
1202320300	20110	COOP EXEC DIR SALARY/EXP	SALARIES	\$10,849.00	\$905.72	\$0.00	\$5,434.32	\$5,414.68	50.09
1202320300	20220	COOP EXEC DIR SALARY/EXP	SOCIAL SECURITY	\$830.00	\$68.97	\$0.00	\$216.35	\$613.65	26.07
1202320300	20270	COOP EXEC DIR SALARY/EXP	WORK COMP	\$43.00	\$3.62	\$0.00	\$21.72	\$21.28	50.51
1202510300	20315	COOP FISCAL SERVICES	ACCT/AUDIT	\$6,708.00	\$0.00	\$0.00	\$5,160.00	\$1,548.00	76.92
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	\$1,759.48	\$6,840.52	20.46
1202560300	20531	COOP POSTAGE	POSTAGE/POSTAGE METER	\$2,000.00	\$317.60	\$0.00	\$661.53	\$1,338.47	33.08
1202530300	20550	COOP PRINT/PUB/DUP	PRINTING/BINDING	\$250.00	\$17.50	\$0.00	\$105.00	\$145.00	42
1202520300	20900	COOP PURCHASE/WAREHOUSE/D	OTHER PROGRAM PUCHASES	\$281,715.00	\$2,235.33	\$0.00	\$281,714.41	\$0.59	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	\$32.00	\$0.00	\$192.00	\$192.00	50
1202610300	20440	COOP RENT/LEASE	RENT	\$9,150.00	\$698.53	\$0.00	\$4,962.18	\$4,187.82	54.23
1202800300	20333	COOP STAFF SALARIES/EXP	MILEAGE	\$5,000.00	\$190.61	\$0.00	\$1,694.24	\$3,305.76	33.88

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	\$1,987.42	\$0.00	\$11,924.52	\$11,924.48	50
1202800300	20110	COOP STAFF SALARIES/EXP	SALARIES	\$241,441.00	\$20,120.09	\$0.00	\$120,720.57	\$120,720.43	50
1202800300	20220	COOP STAFF SALARIES/EXP	SOCIAL SECURITY	\$14,640.00	\$1,198.19	\$0.00	\$7,189.14	\$7,450.86	49.11
1202800300	20580	COOP STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$12,532.00	\$1,396.00	\$0.00	\$8,705.84	\$3,826.16	69.47
1202800300	20270	COOP STAFF SALARIES/EXP	WORK COMP	\$966.00	\$80.50	\$0.00	\$483.00	\$483.00	50
1202580300	20530	COOP TECH SERVICES	COMPUTER/INTERNET/PHONE	\$3,108.00	\$84.00	\$0.00	\$703.90	\$2,404.10	22.65
1202580300	20320	COOP TECH SERVICES	CONTRACTED SERVICES	\$5,693.00	\$0.00	\$0.00	\$360.00	\$5,333.00	6.32
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	\$102.00	\$0.00	\$2,852.42	\$76,387.58	3.6
				\$718,260.00	\$29,527.39	\$0.00	\$455,396.48	\$262,863.52	63.40%
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	\$86.94	\$0.00	\$2,711.94	\$17,288.06	13.56
1202250560	20333	PDO CRISIS PRO DEV	MILEAGE	\$11,000.00	\$607.19	\$0.00	\$830.94	\$10,169.06	7.55
1202250560	20550	PDO CRISIS PRO DEV	PRINTING/BINDING	\$1,000.00	\$176.06	\$0.00	\$176.06	\$823.94	17.61
1202250560	20330	PDO CRISIS PRO DEV	PROF DEV	\$47,063.00	\$0.00	\$0.00	\$24,150.00	\$22,913.00	51.31
1202250560	20230	PDO CRISIS PRO DEV	RETIREMENT	\$797.00	\$66.39	\$0.00	\$398.34	\$398.66	49.98
1202250560	20110	PDO CRISIS PRO DEV	SALARIES	\$8,066.00	\$672.13	\$0.00	\$4,032.78	\$4,033.22	50
1202250560	20220	PDO CRISIS PRO DEV	SOCIAL SECURITY	\$542.00	\$45.15	\$0.00	\$270.90	\$271.10	49.98
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	\$358.23	\$0.00	\$651.56	\$10,348.44	5.92
1202250560	20270	PDO CRISIS PRO DEV	WORK COMP	\$32.00	\$2.69	\$0.00	\$16.14	\$15.86	50.44
1202250530	20580	PDO ESPD PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$1,000.00	\$309.00	\$0.00	\$1,081.84	-\$81.84	108.18
1202330500	20317	PDO LEGAL/GOVT RELATIONS	LEGAL	\$2,500.00	\$450.00	\$0.00	\$1,434.00	\$1,066.00	57.36
1202250510	20330	PDO NOC PROF DEV	PROF DEV	\$53,050.00	\$0.00	\$0.00	\$919.55	\$52,130.45	1.73
1202560500	20531	PDO POSTAGE	POSTAGE/POSTAGE METER	\$250.00	\$4.20	\$0.00	\$117.69	\$132.31	47.08
1202520500	20610	PDO PURCHASE/WAREHOUSE/DI	SUPPLIES	\$500.00	\$0.00	\$0.00	\$21.95	\$478.05	4.39
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	\$725.47	\$0.00	\$12,283.90	\$10,436.10	54.07
1202250520	20580	PDO SDA PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1203500570	20320	PDO SOFTWARE NETWRK INNOV	CONTRACTED SERVICES	\$540,000.00	\$323,100.00	\$0.00	\$762,169.35	-\$222,169.35	141.14
1203500570	20734	PDO SOFTWARE NETWRK INNOV	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800500	20333	PDO STAFF SALARIES/EXP	MILEAGE	\$500.00	\$0.00	\$0.00	\$238.75	\$261.25	47.75
1202800500	20330	PDO STAFF SALARIES/EXP	PROF DEV	\$14,646.00	\$2,135.00	\$0.00	\$4,978.00	\$9,668.00	33.99
1202800500	20580	PDO STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$500.00	\$0.00	\$0.00	\$1,853.20	-\$1,353.20	370.64
1203500500	20320	PDO STATE GRANTS	CONTRACTED SERVICES	\$5,800,000.00	-\$18,509.12	\$0.00	\$4,735,855.67	\$1,064,144.33	81.65
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	\$48.00	-\$48.00	0
1202250540	20330	PDO TLT PRO DEV	PROF DEV	\$14,050.00	\$3,871.00	\$0.00	\$5,840.29	\$8,209.71	41.57
1202250540	20580	PDO TLT PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
				\$6,576,966.00	\$314,100.33	\$0.00	\$5,560,080.85	\$1,016,885.15	84.54%
1202800590	20230	PROJ PARA SALARIES	RETIREMENT	\$5,435.00	\$383.41	\$0.00	\$2,647.76	\$2,787.24	48.72
1202800590	20110	PROJ PARA SALARIES	SALARIES	\$55,017.00	\$3,881.57	\$0.00	\$26,805.35	\$28,211.65	48.72
1202800590	20220	PROJ PARA SALARIES	SOCIAL SECURITY	\$4,021.00	\$281.28	\$0.00	\$1,956.68	\$2,064.32	48.66
1202800590	20270	PROJ PARA SALARIES	WORK COMP	\$220.00	\$18.35	\$0.00	\$110.10	\$109.90	50.05
1202580590	20734	PROJ PARA TECH SERVICE	TECH HARDWARE	\$308.00	\$0.00	\$0.00	\$0.00	\$308.00	0
				\$65,001.00	\$4,564.61	\$0.00	\$31,519.89	\$33,481.11	48.49%
1202510200	20315	PS ACCT/AUDIT	ACCT/AUDIT	\$1,092.00	\$0.00	\$0.00	\$840.00	\$252.00	76.92
1202330200	20317	PS LEGAL SERVICE	LEGAL	\$1,400.00	\$0.00	\$0.00	\$286.41	\$1,113.59	20.46

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	\$90.53	\$0.00	\$543.18	\$543.82	49.97
1202800200	20333	PS SALARIES	MILEAGE	\$15,000.00	\$0.00	\$0.00	\$956.25	\$14,043.75	6.38
1202800200	20290	PS SALARIES	OTHER BENEFITS	\$84.00	\$7.00	\$0.00	\$42.00	\$42.00	50
1202800200	20230	PS SALARIES	RETIREMENT	\$30,351.00	\$2,517.43	\$0.00	\$15,104.58	\$15,246.42	49.77
1202800200	20110	PS SALARIES	SALARIES	\$307,268.00	\$25,485.76	\$0.00	\$152,914.55	\$154,353.45	49.77
1202800200	20220	PS SALARIES	SOCIAL SECURITY	\$19,597.00	\$1,775.42	\$0.00	\$10,652.52	\$8,944.48	54.36
1202800200	20610	PS SALARIES	SUPPLIES	\$2,500.00	\$1.80	\$0.00	\$95.13	\$2,404.87	3.81
1202800200	20580	PS SALARIES	TRAVEL (EXCEPT MILEAGE)	\$15,000.00	\$2,790.77	\$0.00	\$6,403.19	\$8,596.81	42.69
1202800200	20270	PS SALARIES	WORK COMP	\$1,229.00	\$101.94	\$0.00	\$611.64	\$617.36	49.77
1202580200	20530	PS TECH SERVICE	COMPUTER/INTERNET/PHONE	\$2,500.00	\$0.00	\$0.00	\$207.72	\$2,292.28	8.31
1202580200	20320	PS TECH SERVICE	CONTRACTED SERVICES	\$420,034.00	\$7,132.00	\$0.00	\$55,648.46	\$364,385.54	13.25
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	\$242.90	\$0.00	\$6,549.21	\$3,658.79	64.16
				\$835,000.00	\$40,145.55	\$0.00	\$250,854.84	\$584,145.16	30.04%
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	\$399.00	\$9,601.00	3.99
1202320400	20230	SRS EXEC DIR SALARIES/EXP	RETIREMENT	\$1,179.00	\$98.24	\$0.00	\$589.44	\$589.56	49.99
1202320400	20110	SRS EXEC DIR SALARIES/EXP	SALARIES	\$11,934.00	\$996.30	\$0.00	\$5,977.80	\$5,956.20	50.09
1202320400	20220	SRS EXEC DIR SALARIES/EXP	SOCIAL SECURITY	\$913.00	\$75.86	\$0.00	\$237.97	\$675.03	26.06
1202320400	20270	SRS EXEC DIR SALARIES/EXP	WORK COMP	\$48.00	\$3.98	\$0.00	\$23.88	\$24.12	49.75
1202510400	20315	SRS FISCAL SERVICES	ACCT/AUDIT	\$1,064.00	\$0.00	\$0.00	\$840.00	\$224.00	78.95
1202330400	20317	SRS LEGAL/GOVT RELATIONS	LEGAL	\$1,400.00	\$0.00	\$0.00	\$286.42	\$1,113.58	20.46
1202560400	20531	SRS POSTAGE	POSTAGE/POSTAGE METER	\$50.00	\$0.60	\$0.00	\$11.73	\$38.27	23.46
1202530400	20550	SRS PRINT/PUB/DUP	PRINTING/BINDING	\$300.00	\$0.00	\$0.00	\$59.66	\$240.34	19.89
1202520400	20610	SRS PURCHASE/WAREHOUSE/DI	SUPPLIES	\$500.00	\$0.00	\$0.00	\$198.00	\$302.00	39.6
1202610400	20440	SRS RENT/LEASES	RENT	\$18,062.00	\$1,505.14	\$0.00	\$9,030.88	\$9,031.12	50
1202800400	20333	SRS STAFF SALARIES/EXP	MILEAGE	\$2,501.00	\$271.82	\$0.00	\$1,710.91	\$790.09	68.41
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	\$2,452.09	\$0.00	\$15,233.49	\$15,442.51	49.66
1202800400	20110	SRS STAFF SALARIES/EXP	SALARIES	\$310,549.00	\$24,824.35	\$0.00	\$154,219.93	\$156,329.07	49.66
1202800400	20220	SRS STAFF SALARIES/EXP	SOCIAL SECURITY	\$22,260.00	\$1,761.48	\$0.00	\$10,972.33	\$11,287.67	49.29
1202800400	20580	SRS STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$2,500.00	\$0.00	\$0.00	\$914.43	\$1,585.57	36.58
1202800400	20270	SRS STAFF SALARIES/EXP	WORK COMP	\$1,242.00	\$103.55	\$0.00	\$621.30	\$620.70	50.02
1202580400	20530	SRS TECH SERVICES	COMPUTER/INTERNET/PHONE	\$13,470.00	\$0.00	\$0.00	\$1,303.23	\$12,166.77	9.68
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	\$640.45	\$0.00	\$3,842.70	\$3,842.30	50
1202580400	20110	SRS TECH SERVICES	SALARIES	\$66,946.00	\$6,483.75	\$0.00	\$38,902.50	\$28,043.50	58.11
1202580400	20220	SRS TECH SERVICES	SOCIAL SECURITY	\$5,121.00	\$424.73	\$0.00	\$2,548.38	\$2,572.62	49.76
1202580400	20734	SRS TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$1,129.32	-\$1,129.32	0
1202580400	20650	SRS TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$3,396.00	\$919.53	\$0.00	\$4,938.51	-\$1,542.51	145.42
1202580400	20270	SRS TECH SERVICES	WORK COMP	\$311.00	\$25.92	\$0.00	\$155.52	\$155.48	50.01
				\$577,886.00	\$40,587.79	\$0.00	\$254,147.33	\$323,738.67	43.98%
				\$9,625,687.00	\$489,684.55	\$323.88	\$6,929,952.00	\$2,695,735.00	71.99%

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:19:43

ESU COORDINATING COUNCIL
PRINT COMBINING BALANCE SHEET

PAGE NUMBER: 1
STATMN81

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 7/23

FUND GROUP

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
09000	CASH	3,023,147.65	.00
TOTAL	CASH	3,023,147.65	.00
09296	PRE-PAID POSTAGE	862.61	.00
TOTAL	PRE-PAID POSTAGE	862.61	.00
TOTAL	ASSETS	3,024,010.26	.00
09401	ACCOUNTS PAYABLE	.00	968.31
TOTAL	ACCOUNTS PAYABLE	.00	968.31
TOTAL	LIABILITIES	.00	968.31
TOTAL	REV CONT	.00	6,870,413.72
TOTAL	EXP CONT	6,929,628.12	.00
TOTAL	RES FOR ENC	.00	323.88
TOTAL	ENC CONT	323.88	.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	17,299,092.00	20,322,133.95
TOTAL	REPORT	20,323,102.26	20,323,102.26

TEMP-RETURN SERVICE REQUESTED

>009016 3530863 0001 93630 20Z

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

Summary of Accounts

Account Type	Account Number	Ending Balance
BASIC BUSINESS	20611699	\$53,513.20

BASIC BUSINESS-20611699

Account Summary

Date	Description	Amount
03/01/2023	Beginning Balance	\$50,555.53
	24 Credit(s) This Period	\$577,390.28
	42 Debit(s) This Period	\$574,432.61
03/31/2023	Ending Balance	\$53,513.20

Account Activity

Post Date	Description	Debits	Credits	Balance
03/01/2023	Beginning Balance			\$50,555.53
03/01/2023	CHECK # 16766	\$3,000.00		\$47,555.53
03/01/2023	CHECK # 16737	\$3,530.56		\$44,024.97
03/01/2023	CHECK # 16796	\$8,000.00		\$36,024.97
03/01/2023	TRANSFER FROM STFIT ACCOUNT 2531673001		\$14,000.00	\$50,024.97
03/03/2023	CHECK # 16821	\$381.21		\$49,643.76
03/03/2023	TRANSFER FROM STFIT ACCOUNT 2531673001		\$1,000.00	\$50,643.76
03/06/2023	VISA PAYMENT 486551XXXXX4207	\$108.56		\$50,535.20
03/06/2023	CINFIN INSURANCE 2940132	\$668.00		\$49,867.20
03/06/2023	VISA PAYMENT 486551XXXXX9394	\$733.67		\$49,133.53
03/06/2023	VISA PAYMENT 486551XXXXX6830	\$1,159.38		\$47,974.15
03/06/2023	VISA PAYMENT 486551XXXXX1763	\$1,725.70		\$46,248.45
03/06/2023	CHECK # 16809	\$149,984.47		-\$103,736.02
03/06/2023	TRANSFER FROM STFIT ACCOUNT 2531673001		\$154,000.00	\$50,263.98
03/07/2023	CHECK # 16815	\$450.00		\$49,813.98
03/07/2023	CHECK # 16817	\$497.00		\$49,316.98
03/07/2023	TRANSFER FROM STFIT ACCOUNT 2531673001		\$1,000.00	\$50,316.98
03/08/2023	CHECK # 16808	\$86.94		\$50,230.04
03/08/2023	CHECK # 16812	\$196.00		\$50,034.04
03/08/2023	CHECK # 16805	\$1,496.64		\$48,537.40

5000/1000 LABTEC 056510 E9085E 91060

**THIS FORM IS PROVIDED TO HELP YOU BALANCE
YOUR STATEMENT**

WITHDRAWALS OUTSTANDING -
NOT CHARGED TO ACCOUNT

BEFORE YOU START

[illegible]

PLEASE BE SURE YOU HAVE ENTERED IN YOUR REGISTER ALL
AUTOMATIC TRANSACTIONS SHOWN ON THE FRONT OF YOUR STATEMENT.

YOU SHOULD HAVE ADDED

IF ANY OCCURRED:

1. Loan advances.
2. Credit memos.
3. Other automatic deposits.
4. Interest paid.

YOU SHOULD HAVE SUBTRACTED

IF ANY OCCURRED:

1. Automatic loan payments.
2. Automatic savings transfers.
3. Service charges.
4. Debit memos.
5. Other automatic deductions and payments.

**BALANCE SHOWN
ON THIS STATEMENT \$**_____

ADD

DEPOSITS NOT SHOWN
ON THIS STATEMENT
(IF ANY) \$ _____

TOTAL \$ _____

SUBTRACT -

WITHDRAWALS
OUTSTANDING \$ _____

BALANCE \$_____

SHOULD AGREE WITH YOUR REGISTER
BALANCE AFTER DEDUCTING SERVICE CHARGE (IF ANY)
SHOWN ON THIS STATEMENT.

Please examine immediately and report if incorrect. If no reply is received within sixty (60) days the account will be considered correct.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write us at the telephone number or address located on the front of this statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any).
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 18 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 18 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 18 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

~~We will tell you the result within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.~~

SB6FG002

032487 1564191 0000000 074861 149722 01/05

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

Post Date	Description	Debits	Credits	Balance
03/08/2023	CHECK # 16818	\$3,640.00		\$44,897.40
03/08/2023	CHECK # 16807	\$5,623.47		\$39,273.93
03/08/2023	TRANSFER FROM STFIT ACCOUNT 2531673001		\$11,000.00	\$50,273.93
03/09/2023	DEPOSIT		\$5.35	\$50,279.28
03/09/2023	CHECK # 16828	\$10.24		\$50,269.04
03/09/2023	CHECK # 16811	\$238.00		\$50,031.04
03/09/2023	CHECK # 16810	\$588.00		\$49,443.04
03/09/2023	CHECK # 16820	\$2,300.00		\$47,143.04
03/09/2023	CHECK # 16806	\$2,722.92		\$44,420.12
03/09/2023	CHECK # 16819	\$3,500.00		\$40,920.12
03/09/2023	TRANSFER FROM STFIT ACCOUNT 2531673001		\$10,000.00	\$50,920.12
03/10/2023	DEPOSIT		\$139.50	\$51,059.62
03/10/2023	CHECK # 16825	\$17.68		\$51,041.94
03/13/2023	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,041.94
03/13/2023	DEPOSIT		\$23,772.36	\$73,814.30
03/13/2023	CHECK # 16822	\$296.27		\$73,518.03
03/13/2023	CHECK # 16829	\$1,194.56		\$72,323.47
03/13/2023	CHECK # 16804	\$323,100.00		-\$250,776.53
03/13/2023	TRANSFER FROM STFIT ACCOUNT 2531673001		\$325,000.00	\$74,223.47
03/14/2023	TRANSFER TO STFIT ACCOUNT 2531673001	\$24,000.00		\$50,223.47
03/14/2023	Sysco Corporatio PAYMENTS AY-000061912926		\$424.40	\$50,647.87
03/14/2023	Sysco Corporatio PAYMENTS AY-000061912796		\$12,644.64	\$63,292.51
03/14/2023	CHECK # 16803	\$8.88		\$63,283.63
03/14/2023	CHECK # 16823	\$15.93		\$63,267.70
03/15/2023	TRANSFER TO STFIT ACCOUNT 2531673001	\$13,000.00		\$50,267.70
03/15/2023	STATE OF NE ST PAYMENT 262415220		\$20.00	\$50,287.70
03/15/2023	CHECK # 16826	\$11.83		\$50,275.87
03/15/2023	CHECK # 16813	\$106.71		\$50,169.16
03/16/2023	CHECK # 16816	\$2,235.33		\$47,933.83
03/16/2023	TRANSFER FROM STFIT ACCOUNT 2531673001		\$3,000.00	\$50,933.83
03/17/2023	DEPOSIT		\$7,412.24	\$58,346.07
03/20/2023	TRANSFER TO STFIT ACCOUNT 2531673001	\$8,000.00		\$50,346.07
03/20/2023	DEPOSIT		\$990.00	\$51,336.07
03/20/2023	CHECK # 16802	\$3,492.00		\$47,844.07
03/20/2023	TRANSFER FROM STFIT ACCOUNT 2531673001		\$3,000.00	\$50,844.07
03/22/2023	DEPOSIT		\$356.00	\$51,200.07
03/22/2023	CHECK # 16801	\$1,200.00		\$50,000.07
03/22/2023	TRANSFER FROM STFIT ACCOUNT 2531673001		\$1,000.00	\$51,000.07
03/23/2023	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,000.07
03/23/2023	DEPOSIT		\$391.93	\$50,392.00
03/27/2023	DEPOSIT		\$1,815.00	\$52,207.00
03/28/2023	TRANSFER TO STFIT ACCOUNT 2531673001	\$2,000.00		\$50,207.00
03/29/2023	DEPOSIT		\$3,288.12	\$53,495.12
03/30/2023	TRANSFER TO STFIT ACCOUNT 2531673001	\$3,000.00		\$50,495.12
03/30/2023	CHECK # 16824	\$112.66		\$50,382.46
03/31/2023	DEPOSIT		\$225.00	\$50,607.46
03/31/2023	INTERLINE BRANDS CORP PMT 1403301		\$2,905.74	\$53,513.20
03/31/2023	Ending Balance			\$53,513.20



09016 3530863 015951 031901 0002/0005

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

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
16737	03/01/2023	\$3,530.56	16808	03/08/2023	\$86.94	16819	03/09/2023	\$3,500.00
16766*	03/01/2023	\$3,000.00	16809	03/06/2023	\$149,984.47	16820	03/09/2023	\$2,300.00
16796*	03/01/2023	\$8,000.00	16810	03/09/2023	\$588.00	16821	03/03/2023	\$381.21
16801*	03/22/2023	\$1,200.00	16811	03/09/2023	\$238.00	16822	03/13/2023	\$296.27
16802	03/20/2023	\$3,492.00	16812	03/08/2023	\$196.00	16823	03/14/2023	\$15.93
16803	03/14/2023	\$8.88	16813	03/15/2023	\$106.71	16824	03/30/2023	\$112.66
16804	03/13/2023	\$323,100.00	16815*	03/07/2023	\$450.00	16825	03/10/2023	\$17.68
16805	03/08/2023	\$1,496.64	16816	03/16/2023	\$2,235.33	16826	03/15/2023	\$11.83
16806	03/09/2023	\$2,722.92	16817	03/07/2023	\$497.00	16828*	03/09/2023	\$10.24
16807	03/08/2023	\$5,623.47	16818	03/08/2023	\$3,640.00	16829	03/13/2023	\$1,194.56

* 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

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 9, 2023
THE DEPOSIT MADE IS ACCORDANCE WITH
CONTRACT ON SIGNATURE CARD AND RULES OF
THIS BANK.
- DEPOSIT TO THE ACCOUNT OF -
NAME ESU Coordinating Council
ACCOUNT NUMBER 20611699
TOTAL DEPOSIT \$ 535
1049107954 009

3/9/2023 \$5.35 0

TransID=03/09/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000289023856
TransID=03/09/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000289023856

3/9/2023 \$5.35 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 10, 2023
THE DEPOSIT MADE IS ACCORDANCE WITH
CONTRACT ON SIGNATURE CARD AND RULES OF
THIS BANK.
- DEPOSIT TO THE ACCOUNT OF -
NAME ESU Coordinating Council
ACCOUNT NUMBER 20611699
TOTAL DEPOSIT \$ 139.50
1049107954 009

3/10/2023 \$139.50 0

TransID=03/10/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000289024099
TransID=03/10/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000289024099

3/10/2023 \$139.50 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 13, 2023
THE DEPOSIT MADE IS ACCORDANCE WITH
CONTRACT ON SIGNATURE CARD AND RULES OF
THIS BANK.
- DEPOSIT TO THE ACCOUNT OF -
NAME ESU Coordinating Council
ACCOUNT NUMBER 20611699
TOTAL DEPOSIT \$ 23772.36
1049107954 009

3/13/2023 \$23,772.36 0

TransID=03/13/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000291453033
TransID=03/13/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000291453033

3/13/2023 \$23,772.36 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 17, 2023
THE DEPOSIT MADE IS ACCORDANCE WITH
CONTRACT ON SIGNATURE CARD AND RULES OF
THIS BANK.
- DEPOSIT TO THE ACCOUNT OF -
NAME ESU Coordinating Council
ACCOUNT NUMBER 20611699
TOTAL DEPOSIT \$ 7412.24
1049107954 009

3/17/2023 \$7,412.24 0

TransID=03/17/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000289025232
TransID=03/17/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000289025232

3/17/2023 \$7,412.24 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 20, 2023
THE DEPOSIT MADE IS ACCORDANCE WITH
CONTRACT ON SIGNATURE CARD AND RULES OF
THIS BANK.
- DEPOSIT TO THE ACCOUNT OF -
NAME ESU Coordinating Council
ACCOUNT NUMBER 20611699
TOTAL DEPOSIT \$ 490.00
1049107954 009

3/20/2023 \$990.00 0

TransID=03/20/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000289025636
TransID=03/20/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000289025636

3/20/2023 \$990.00 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 22, 2023
THE DEPOSIT MADE IS ACCORDANCE WITH
CONTRACT ON SIGNATURE CARD AND RULES OF
THIS BANK.
- DEPOSIT TO THE ACCOUNT OF -
NAME ESU Coordinating Council
ACCOUNT NUMBER 20611699
TOTAL DEPOSIT \$ 356.00
1049107954 009

3/22/2023 \$356.00 0

TransID=03/22/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000289025899
TransID=03/22/23-Inst=UNION BANK & TRUST COMPANY
PNum=>104910795<-ItemNum=000289025899

3/22/2023 \$356.00 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 23, 2023
THIS DEPOSIT SLIP IS RECEIVED WITH
CONTRACTED DEPOSIT CARD AND RULES OF
THE BANK.
- DEPOSIT TO THE ACCOUNT OF -
NAME ESU Coordinating Council
ACCOUNT NUMBER 20611699
TOTAL DEPOSIT \$ 391.93
C104910795C 009

3/23/2023 \$391.93 0

TransID=03/23/23-inst=UNION BANK & TRUST COMPANY
RINum=104910795< ItemNum=00028256008
TransID=03/23/23-inst=UNION BANK & TRUST COMPANY
RINum=104910795< ItemNum=00028256008

3/23/2023 \$391.93 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 27, 2023
THIS DEPOSIT SLIP IS RECEIVED WITH
CONTRACTED DEPOSIT CARD AND RULES OF
THE BANK.
- DEPOSIT TO THE ACCOUNT OF -
NAME ESU Coordinating Council
ACCOUNT NUMBER 20611699
TOTAL DEPOSIT \$ 1,815.00
C104910795C 009

3/27/2023 \$1,815.00 0

TransID=03/27/23-inst=UNION BANK & TRUST COMPANY
RINum=104910795< ItemNum=00029902962
TransID=03/27/23-inst=UNION BANK & TRUST COMPANY
RINum=104910795< ItemNum=00029902962

3/27/2023 \$1,815.00 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 29, 2023
THIS DEPOSIT SLIP IS RECEIVED WITH
CONTRACTED DEPOSIT CARD AND RULES OF
THE BANK.
- DEPOSIT TO THE ACCOUNT OF -
NAME ESU Coordinating Council
ACCOUNT NUMBER 20611699
TOTAL DEPOSIT \$ 3,288.12
C104910795C 009

3/29/2023 \$3,288.12 0

TransID=03/29/23-inst=UNION BANK & TRUST COMPANY
RINum=104910795< ItemNum=00028902722
TransID=03/29/23-inst=UNION BANK & TRUST COMPANY
RINum=104910795< ItemNum=00028902722

3/29/2023 \$3,288.12 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 31, 2023
THIS DEPOSIT SLIP IS RECEIVED WITH
CONTRACTED DEPOSIT CARD AND RULES OF
THE BANK.
- DEPOSIT TO THE ACCOUNT OF -
NAME ESU Coordinating Council
ACCOUNT NUMBER 20611699
TOTAL DEPOSIT \$ 225.00
C104910795C 009

3/31/2023 \$225.00 0

TransID=03/31/23-inst=UNION BANK & TRUST COMPANY
RINum=104910795< ItemNum=00028502764
TransID=03/31/23-inst=UNION BANK & TRUST COMPANY
RINum=104910795< ItemNum=00028502764

3/31/2023 \$225.00 0

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210
Union Bank & Trust Company
Aurora Branch
238 East 4th St.
Aurora, Nebraska 68210
CHECK DATE 01/30/2023 CHECK NO. 16737
AMOUNT \$*****3,530.56*
BY THE SUM OF *****3530* DOLLARS AND *56* CENTS
TO THE ORDER OF CHAMFORD PUBLIC SCHOOLS
318 4TH STREET
CHAMFORD NE 69339
PRESIDENT Ray Allen
TREASURER Walter Eichen
00016737 C104910795C 2061 1699*

3/1/2023 \$3,530.56 16737

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210
Union Bank & Trust Company
Aurora Branch
238 East 4th St.
Aurora, Nebraska 68210
CHECK DATE 01/31/2023 CHECK NO. 16766
AMOUNT \$*****3,500.00*
BY THE SUM OF *****3000* DOLLARS AND *00* CENTS
TO THE ORDER OF CHAMFORD PUBLIC SCHOOLS
PO BOX 278
CHAMFORD NE 69342
PRESIDENT Ray Allen
TREASURER Walter Eichen
00016766 C104910795C 2061 1699*

3/1/2023 \$3,500.00 16766

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210
Union Bank & Trust Company
Aurora Branch
238 East 4th St.
Aurora, Nebraska 68210
CHECK DATE 01/30/2023 CHECK NO. 16766
AMOUNT \$*****8,000.00*
BY THE SUM OF *****8000* DOLLARS AND *00* CENTS
TO THE ORDER OF NEBRASKA COMMUNITY SCHOOLS
909 SOUTH 187TH STREET
OMAHA NE 68114
PRESIDENT Ray Allen
TREASURER Walter Eichen
00016766 C104910795C 2061 1699*

3/1/2023 \$8,000.00 16766

Nebraska ESU Coordinating Council
1292 East 4th Street
Aurora, NE 68210
Union Bank & Trust Company
Aurora Branch
238 East 4th St.
Aurora, Nebraska 68210
CHECK DATE 03/09/2023 CHECK NO. 16801
AMOUNT \$*****1,200.00*
BY THE SUM OF *****1200* DOLLARS AND *00* CENTS
TO THE ORDER OF AREA
4033 NW 1463 RD.
SUITE 40-202
DATT TX 77494
PRESIDENT Ray Allen
TREASURER Walter Eichen
00016801 C104910795C 2061 1699*

3/22/2023 \$1,200.00 16801

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16802

AMOUNT \$3,492.00

By THE SUM OF *****3492* DOLLARS AND *00* CENTS

TO THE ORDER OF ALICE HEDGEMAN
615 GASKETT PL
HICKMAN NE 68372

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016802# #104910795# 2061 1699#

3/20/2023 \$3,492.00 16802

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16803

AMOUNT \$8.88

By THE SUM OF *****88* DOLLARS AND *88* CENTS

TO THE ORDER OF ALBANY STAR JOURNAL
PO BOX 165
ALBANY NE 69210

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016803# #104910795# 2061 1699#

3/14/2023 \$8.88 16803

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16804

AMOUNT \$323,100.00

By THE SUM OF *****323100* DOLLARS AND *00* CENTS

TO THE ORDER OF COWBOYBANK INC.
78 KENTUCKY DRIVE
COWBOY NE 68718-1818

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016804# #104910795# 2061 1699#

3/13/2023 \$323,100.00 16804

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16805

AMOUNT \$1,496.64

By THE SUM OF *****1496* DOLLARS AND *64* CENTS

TO THE ORDER OF DES SERVICES
3106 WOODLAND AVE
CHANDLER NE 68144

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016805# #104910795# 2061 1699#

3/8/2023 \$1,496.64 16805

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16806

AMOUNT \$2,722.92

By THE SUM OF *****2722* DOLLARS AND *92* CENTS

TO THE ORDER OF ESU 3
4945 SOUTH 110TH STREET
OMAHA NE 68128-6722

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016806# #104910795# 2061 1699#

3/9/2023 \$2,722.92 16806

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16807

AMOUNT \$5,623.47

By THE SUM OF *****5623* DOLLARS AND *47* CENTS

TO THE ORDER OF ESU 10
PO BOX 856
KEARNEY NE 68640-0850

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016807# #104910795# 2061 1699#

3/8/2023 \$5,623.47 16807

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16808

AMOUNT \$86.94

By THE SUM OF *****86* DOLLARS AND *94* CENTS

TO THE ORDER OF ESU 13
4215 AVALON 1
SCOTTSLUFF NE 68361

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016808# #104910795# 2061 1699#

3/8/2023 \$86.94 16808

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16809

AMOUNT \$149,984.47

By THE SUM OF *****149984* DOLLARS AND *47* CENTS

TO THE ORDER OF ESU 17
207 NORTH MAIN STREET
ALBANY NE 69210

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016809# #104910795# 2061 1699#

3/6/2023 \$149,984.47 16809

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16810

AMOUNT \$588.00

By THE SUM OF *****588* DOLLARS AND *00* CENTS

TO THE ORDER OF FAIRFIELD INN
903 WINTER CREEK DRIVE
SCOTTSLUFF NE 68361

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016810# #104910795# 2061 1699#

3/9/2023 \$588.00 16810

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16811

AMOUNT \$238.00

By THE SUM OF *****238* DOLLARS AND *00* CENTS

TO THE ORDER OF HANFORD INN - KEARNEY
507 TALLADEGA STREET
KEARNEY NE 68640

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016811# #104910795# 2061 1699#

3/9/2023 \$238.00 16811

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16812

AMOUNT \$196.00

By THE SUM OF *****196* DOLLARS AND *00* CENTS

TO THE ORDER OF HANFORD INN & SUITES
501 WEST ELIZABETH ST
SCOTTSLUFF NE 68361

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016812# #104910795# 2061 1699#

3/8/2023 \$196.00 16812

Nebraska ESU Coordinating Council
1282 East 4th Street
Aimsworth, NE 68210

Union Bank & Trust Company
Aimsworth Branch
238 East 4th St.
Aimsworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16813

AMOUNT \$106.71

By THE SUM OF *****106* DOLLARS AND *71* CENTS

TO THE ORDER OF HANFORD INN SUITES
630 CARLEA DRIVE
SCOTTSLUFF NE 68361

PAY TO THE ORDER OF *Roy Schuler*
TREASURER *Isabelle Eichen*

#00016813# #104910795# 2061 1699#

3/15/2023 \$106.71 16813

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16815

AMOUNT \$*****450.00*

BY THE SUM OF *****450* DOLLARS AND *00* CENTS

TO THE ORDER OF KSD SCHOOL LAW
301 E. 12TH STREET
SUITE 250
LINCOLN NE 68502

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016815# 41049107954 2061 1699#

3/7/2023 \$\$450.00 16815

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16816

AMOUNT \$*****235.33*

BY THE SUM OF *****235* DOLLARS AND *33* CENTS

TO THE ORDER OF KYOCERA
225 SAND ROAD
FAIRFIELD NJ 07004

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016816# 41049107954 2061 1699#

3/16/2023 \$\$2,235.33 16816

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16817

AMOUNT \$*****497.00*

BY THE SUM OF *****497* DOLLARS AND *00* CENTS

TO THE ORDER OF FLEISCHER
1311 STOCKHILL STREET
LINCOLN NE 68502

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016817# 41049107954 2061 1699#

3/7/2023 \$\$497.00 16817

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16818

AMOUNT \$*****340.00*

BY THE SUM OF *****340* DOLLARS AND *00* CENTS

TO THE ORDER OF MICHAEL MILLER
9784 GW 42ND RD
CORTLAND NE 68332

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016818# 41049107954 2061 1699#

3/8/2023 \$\$3,640.00 16818

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16819

AMOUNT \$*****350.00*

BY THE SUM OF *****350* DOLLARS AND *00* CENTS

TO THE ORDER OF NOVAK EDUCATIONAL CONSULTING INC.
195 DORR POINTE DRIVE
CROYTON NE 68506

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016819# 41049107954 2061 1699#

3/9/2023 \$\$3,500.00 16819

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16820

AMOUNT \$*****300.00*

BY THE SUM OF *****300* DOLLARS AND *00* CENTS

TO THE ORDER OF POWER SCHOOL GROUP LLC
PO BOX 884428
LOS ANGELES CA 90088-8428

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016820# 41049107954 2061 1699#

3/9/2023 \$\$2,300.00 16820

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16821

AMOUNT \$*****381.21*

BY THE SUM OF *****381* DOLLARS AND *21* CENTS

TO THE ORDER OF PRIZELLA OUTINARA
PO BOX 16
LONG PINE NE 69217

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016821# 41049107954 2061 1699#

3/3/2023 \$\$381.21 16821

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16822

AMOUNT \$*****296.27*

BY THE SUM OF *****296* DOLLARS AND *27* CENTS

TO THE ORDER OF QUADRENT LEASING USA, INC
DEPT 3682
PO BOX 32462
DALLAS TX 75213-3682

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016822# 41049107954 2061 1699#

3/13/2023 \$\$296.27 16822

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16823

AMOUNT \$*****15.93*

BY THE SUM OF *****15* DOLLARS AND *93* CENTS

TO THE ORDER OF QUADRENT FINANCING USA INC
PO BOX 8813
CANTON, ILLINOIS IL 60197-8813

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016823# 41049107954 2061 1699#

3/14/2023 \$\$15.93 16823

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16824

AMOUNT \$*****112.66*

BY THE SUM OF *****112* DOLLARS AND *66* CENTS

TO THE ORDER OF RHONDA WEA
331 BELLMORE DRIVE
BENTLEY NE 68310

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016824# 41049107954 2061 1699#

3/30/2023 \$\$112.66 16824

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16825

AMOUNT \$*****17.68*

BY THE SUM OF *****17* DOLLARS AND *68* CENTS

TO THE ORDER OF ROCK COUNTY LEADER
PO BOX 488
BASSETT NE 68714

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016825# 41049107954 2061 1699#

3/10/2023 \$\$17.68 16825

Nebraska ESU Coordinating Council
1292 East 4th Street
Arlingworth, NE 68210

Union Bank & Trust Company
Arlingworth Branch
238 East 4th St.
Arlingworth, Nebraska 68210

CHECK DATE 03/03/2023 CHECK NO. 16826

AMOUNT \$*****11.83*

BY THE SUM OF *****11* DOLLARS AND *83* CENTS

TO THE ORDER OF SPRINGVIEW HERALD
PO BOX 348
SPRINGVIEW NE 68778

PREPARED BY *Ryck Schuler*
TREASURER *Wendell Eichen*

#00016826# 41049107954 2061 1699#

3/15/2023 \$\$11.83 16826

Nebraska ESU Coordinating Council 1292 East 402 Street Allamogosa, NE 68210		Union Bank & Trust Company Allamogosa Branch 228 East 4th St. Allamogosa, Nebraska 68210		CHECK DATE 03/09/2023	CHECK NO. 16828
Pay to the order of *****10* DOLLARS AND *24* CENTS				AMOUNT	\$*****10.24*
TO THE ORDER OF VALENTINE MIDLAND KINGS PO BOX 448 VALENTINE NE 68081		PRESIDENT <i>[Signature]</i> TREASURER <i>[Signature]</i>			
⑆00016828⑆ ⑆104910795⑆ 2061 1699⑆					

3/9/2023 \$\$10.24 16828

Nebraska ESU Coordinating Council 1292 East 402 Street Allamogosa, NE 68210		Union Bank & Trust Company Allamogosa Branch 228 East 4th St. Allamogosa, Nebraska 68210		CHECK DATE 03/09/2023	CHECK NO. 16829
Pay to the order of *****1194* DOLLARS AND *56* CENTS				AMOUNT	\$*****1,194.56*
TO THE ORDER OF EDDIE JOHNSON 9719 CHATEAU CIRCLE ALLAMOGOSA NE 68210		PRESIDENT <i>[Signature]</i> TREASURER <i>[Signature]</i>			
⑆00016829⑆ ⑆104910795⑆ 2061 1699⑆					

3/13/2023 \$\$1,194.56 16829

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3643 S 48th St
Lincoln NE 68506-4390

Account Number: 2531673001

TEMP-RETURN SERVICE REQUESTED

>010416 3507134 0001 93630 10Z

00676201
MSP 1933

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	\$2,969,906.27

STFIT-2531673001

Account Summary

Date	Description	Amount
03/01/2023	Beginning Balance	\$3,429,470.55
	31 Credit(s) This Period	\$63,435.72
	10 Debit(s) This Period	\$523,000.00
03/31/2023	Ending Balance	\$2,969,906.27

Interest Summary

Description	Amount
Interest Earned From 03/01/2023 Through 03/31/2023	
Annual Percentage Yield Earned	4.44%
Interest Days	31
Interest Earned	\$11,435.72
Interest Paid This Period	\$11,435.72
Interest Paid Year-to-Date	\$37,557.99
Average Ledger Balance	\$3,091,922.16
Average Available Balance	\$3,091,922.16

Account Activity

Post Date	Description	Debits	Credits	Balance
03/01/2023	Beginning Balance			\$3,429,470.55
03/01/2023	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$14,000.00		\$3,415,470.55
03/01/2023	YIELD FOR 02/28/23 AT 4.240			\$3,415,470.55
03/02/2023	YIELD FOR 03/01/23 AT 4.340			\$3,415,470.55
03/03/2023	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$1,000.00		\$3,414,470.55
03/03/2023	YIELD FOR 03/02/23 AT 4.340			\$3,414,470.55
03/06/2023	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$154,000.00		\$3,260,470.55
03/06/2023	YIELD FOR 03/03/23 AT 4.340			\$3,260,470.55
03/07/2023	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$1,000.00		\$3,259,470.55
03/07/2023	YIELD FOR 03/06/23 AT 4.340			\$3,259,470.55
03/08/2023	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$11,000.00		\$3,248,470.55
03/08/2023	YIELD FOR 03/07/23 AT 4.340			\$3,248,470.55
03/09/2023	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$10,000.00		\$3,238,470.55
03/09/2023	YIELD FOR 03/08/23 AT 4.340			\$3,238,470.55

00676201 46617686.17 0-0
CSTMTADV 1071 0001 124 07 20230401 PG 1 OF 2

STFIT-2531673001 (continued)**Account Activity (continued)**

Post Date	Description	Debits	Credits	Balance
03/10/2023	YIELD FOR 03/09/23 AT 4.340			\$3,238,470.55
03/13/2023	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$3,239,470.55
03/13/2023	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$325,000.00		\$2,914,470.55
03/13/2023	YIELD FOR 03/10/23 AT 4.340			\$2,914,470.55
03/14/2023	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$24,000.00	\$2,938,470.55
03/14/2023	YIELD FOR 03/13/23 AT 4.340			\$2,938,470.55
03/15/2023	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$13,000.00	\$2,951,470.55
03/15/2023	YIELD FOR 03/14/23 AT 4.340			\$2,951,470.55
03/16/2023	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$3,000.00		\$2,948,470.55
03/16/2023	YIELD FOR 03/15/23 AT 4.340			\$2,948,470.55
03/17/2023	YIELD FOR 03/16/23 AT 4.340			\$2,948,470.55
03/20/2023	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$8,000.00	\$2,956,470.55
03/20/2023	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$3,000.00		\$2,953,470.55
03/20/2023	YIELD FOR 03/17/23 AT 4.340			\$2,953,470.55
03/21/2023	YIELD FOR 03/20/23 AT 4.340			\$2,953,470.55
03/22/2023	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$1,000.00		\$2,952,470.55
03/22/2023	YIELD FOR 03/21/23 AT 4.340			\$2,952,470.55
03/23/2023	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$2,953,470.55
03/23/2023	YIELD FOR 03/22/23 AT 4.340			\$2,953,470.55
03/24/2023	YIELD FOR 03/23/23 AT 4.340			\$2,953,470.55
03/27/2023	YIELD FOR 03/24/23 AT 4.340			\$2,953,470.55
03/28/2023	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$2,000.00	\$2,955,470.55
03/28/2023	YIELD FOR 03/27/23 AT 4.340			\$2,955,470.55
03/29/2023	YIELD FOR 03/28/23 AT 4.340			\$2,955,470.55
03/30/2023	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$3,000.00	\$2,958,470.55
03/30/2023	YIELD FOR 03/29/23 AT 4.340			\$2,958,470.55
03/31/2023	YIELD FOR 03/30/23 AT 4.340			\$2,958,470.55
03/31/2023	INTEREST		\$11,435.72	\$2,969,906.27
03/31/2023	Ending Balance			\$2,969,906.27

CSTMTADV 1071 0001 124 07 20230401 PG 2 OF 2
00676201 46617686.17 0-0

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March 2023 Bank Reconciliation:

Beginning Bank Balance: \$3,480,026.08

Cleared Deposits/Cash Receipts: \$ 54,390.28

Deposits \$ 16,016.55

Journal Entries \$ 38,373.73

Interest Earned: \$ 11,435.72

Cleared Checks/Payments: \$ 522,432.61

Payments Cleared \$ 522,432.61

Ending Bank Balance: \$3,023,419.47

Reconciliation Completed By: _____

 4/12/23

Reconciliation Reviewed By: _____

Deb Hericks 042823

DATE 04/12/2023
TIME 09:44:34

ESU COORDINATING COUNCIL
UNION BANK AND TRUST RECONCILIATION REPORT
RECONCILIATION SUMMARY

PAGE NUMBER 1
BNKACCTRCN

Statement Begin Date03/01/2023

Statement Fiscal Year23

Reconciliation CompleteY

Statement End Date03/31/2023

Statement Fiscal Period7

Bank Reconciliation

Bank Statement Beginning Balance	3,480,026.08	
Cleared Deposits	16,016.55	
Cleared A/P Payments	(518,037.30)	
Cleared Payroll Payments	0.00	
Cleared Journal Entries	38,373.73	
Debit Adjustments	0.00	
Credit Adjustments	0.00	
Interest Earned	11,435.72	
Bank Fees	<u>0.00</u>	
Reconciled Ending Balance	3,027,814.78	
Bank Ending Balance	<u>3,023,419.47</u>	
Variance between Reconciliation Ending Balance and Bank Statement Ending Balance	4,395.31	Items did clear the bank, \$4395.31, See Attached

General Ledger Reconciliation

Reconciled Ending Balance	3,027,814.78	
Deposits in Transit	0.00	
Uncleared A/P Payments	(23,176.25)	
Uncleared Payroll Payments	<u>0.00</u>	
Uncleared Journal Entries	0.00	
Adjusted Balance Per Bank	3,004,638.53	
General Ledger Ending Balance	3,023,147.65	
Unposted Interest	0.00	
Unposted Fees	<u>0.00</u>	
Variance between Adjusted Balance per Bank and General Ledger Ending Balance	(18,509.12)	VOID, Check #16719

DATE 04/12/2023
TIME 09:55:37

ESU COORDINATING COUNCIL
UNION BANK AND TRUST RECONCILIATION REPORT
RECONCILIATION SUMMARY

PAGE NUMBER 1
BNKACCTRCN

Statement Begin Date04/01/2023

Statement Fiscal Year23

Reconciliation CompleteY

Statement End Date04/01/2023

Statement Fiscal Period7

Bank Reconciliation

Bank Statement Beginning Balance	3,023,419.47	
Cleared Deposits	0.00	
Cleared A/P Payments	(4,395.31)	
Cleared Payroll Payments	0.00	
Cleared Journal Entries	0.00	
Debit Adjustments	0.00	
Credit Adjustments	0.00	
Interest Earned	0.00	
Bank Fees	<u>0.00</u>	
Reconciled Ending Balance	3,019,024.16	
Bank Ending Balance	<u>3,023,419.47</u>	
Variance between Reconciliation Ending Balance and Bank Statement Ending Balance	(4,395.31)	Adjustment for checks that cleared the bank from 1st page

General Ledger Reconciliation

Reconciled Ending Balance	3,019,024.16	
Deposits in Transit	0.00	
Uncleared A/P Payments	(18,780.94)	
Uncleared Payroll Payments	<u>0.00</u>	
Uncleared Journal Entries	0.00	
Adjusted Balance Per Bank	3,000,243.22	
General Ledger Ending Balance	3,023,147.65	
Unposted Interest	0.00	
Unposted Fees	<u>0.00</u>	
Variance between Adjusted Balance per Bank and General Ledger Ending Balance	(22,904.43)	\$4395.31 cleared checks, leaves \$18,509.12 VOID Check

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 09:44:36

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
DEPOSITS LIST

PAGE NUMBER: 1
BNKACCTRCN
BANK ACCOUNT: UNION BANK AND TRUST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 03/01/2023
STATEMENT END DATE: 03/31/2023

BEGINNING BALANCE: 3,480,026.08
ENDING BALANCE: 3,023,419.47
INTEREST EARNED: 11,435.72
FEES CHARGED: 0.00

CLEARED	DATE	RECEIPT	AMOUNT	DESCRIPTION	CONTROL NUMBER
DEPOSIT: BLANK 03/08/2023					
Y	03/08/2023		5.35	COOP LAKESHORE ADMN FEE	030823PQ
Y	03/13/2023		36.42	COOP SCHOLASTIC ADMN FEE	031323PQ
Y	03/17/2023		13,069.04	COOP SYSCO ADMIN FEE	031423PQ
Y	03/31/2023		2,905.74	COOP INTERLINE ADMN FEE	033123PQ
DEPOSIT: BLANK 03/31/2023 16,016.55					
TOTAL A/P DEPOSITS			16,016.55		
TOTAL CLEARED A/P DEPOSITS			16,016.55		
TOTAL UNCLEARED A/P DEPOSITS			0.00		

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 09:44:36

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
JOURNAL ENTRIES LIST

PAGE NUMBER: 4
BNKACCTRCN
BANK ACCOUNT: UNION BANK AND TRUST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 03/01/2023
STATEMENT END DATE: 03/31/2023

BEGINNING BALANCE: 3,480,026.08
ENDING BALANCE: 3,023,419.47
INTEREST EARNED: 11,435.72
FEES CHARGED: 0.00

CLEARED	DATE	JE NUMBER	AMOUNT	DESCRIPTION	CONTROL NO	JE DESCRIPTION
Y	03/10/2023	69	139.50	RECEIVABLE-RC- 031023PQ	031023PQ	RECEIVABLE-CASH
Y	03/13/2023	70	23,735.94	RECEIVABLE-RC- 031323PQ	031323PQ	RECEIVABLE-CASH
Y	03/17/2023	71	20.00	RECEIVABLE-RC- 031523PQ	031523PQ	RECEIVABLE-CASH
Y	03/17/2023	72	7,412.24	RECEIVABLE-RC- 031723PQ	031723PQ	RECEIVABLE-CASH
Y	03/20/2023	73	990.00	RECEIVABLE-RC- 032023PQ	032023PQ	RECEIVABLE-CASH
Y	03/22/2023	74	356.00	RECEIVABLE-RC- 032223PQ	032223PQ	RECEIVABLE-CASH
Y	03/23/2023	75	391.93	RECEIVABLE-RC- 032323PQ	032323PQ	RECEIVABLE-CASH
Y	03/27/2023	76	1,815.00	RECEIVABLE-RC- 032723PQ	032723PQ	RECEIVABLE-CASH
Y	03/29/2023	77	3,288.12	RECEIVABLE-RC- 032923PQ	032923PQ	RECEIVABLE-CASH
Y	03/31/2023	79	225.00	RECEIVABLE-RC- 033123PQ	033123PQ	RECEIVABLE-CASH

TOTAL A/P JOURNAL ENTRIES 38,373.73
TOTAL CLEARED A/P JOURNAL ENTRIES 38,373.73
TOTAL UNCLEARED A/P JOURNAL ENTRIES 0.00

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
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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: 03/01/2023
STATEMENT END DATE: 03/31/2023

BEGINNING BALANCE: 3,480,026.08
ENDING BALANCE: 3,023,419.47
INTEREST EARNED: 11,435.72
FEES CHARGED: 0.00

CLEARED	CHECK DATE	CHECK NUMBER	AMOUNT	CHECK TYPE	CLEAR DATE	VENDOR	VENDOR NAME
N	01/27/2023	16719 -- VOID	18,509.12	MANUAL A/P		1067	ESU 10
Y	01/30/2023	16737	3,530.56	MANUAL A/P	03/01/2023	1238	CRAWFORD PUBLIC SCHOOLS
Y	01/30/2023	16766	3,000.00	MANUAL A/P	03/01/2023	1374	HUMPHREY PUBLIC SCHOOLS
Y	01/30/2023	16796	8,000.00	MANUAL A/P	03/01/2023	1583	WESTSIDE COMMUNITY SCHOOLS
Y	03/03/2023	16801	1,200.00	MANUAL A/P	03/22/2023	1098	AESA
Y	03/03/2023	16802	3,492.00	MANUAL A/P	03/20/2023	1638	AIMEE MUEHLING
Y	03/03/2023	16803	8.88	MANUAL A/P	03/14/2023	1552	AINSWORTH STAR JOURNAL
Y	03/03/2023	16804	323,100.00	MANUAL A/P	03/13/2023	1007	CDW GOVERNMENT INC.
Y	03/03/2023	16805	1,496.64	MANUAL A/P	03/08/2023	1061	DEB HERICKS
Y	03/03/2023	16806	2,722.92	MANUAL A/P	03/09/2023	1057	ESU 3
Y	03/03/2023	16807	5,623.47	MANUAL A/P	03/08/2023	1067	ESU 10
Y	03/03/2023	16808	86.94	MANUAL A/P	03/08/2023	1068	ESU 13
Y	03/03/2023	16809	149,984.47	MANUAL A/P	03/06/2023	1064	ESU 17
Y	03/03/2023	16810	588.00	MANUAL A/P	03/09/2023	1754	FAIRFIELD INN
Y	03/03/2023	16811	238.00	MANUAL A/P	03/09/2023	1661	HAMPTON INN - KEARNEY
Y	03/03/2023	16812	196.00	MANUAL A/P	03/08/2023	1224	HAMPTON INN & SUITES
Y	03/03/2023	16813	106.71	MANUAL A/P	03/15/2023	1403	HAMPTON INN SIDNEY
Y	03/03/2023	16815	450.00	MANUAL A/P	03/07/2023	1247	KSB SCHOOL LAW
Y	03/03/2023	16816	2,235.33	MANUAL A/P	03/16/2023	1514	KYOCERA
Y	03/03/2023	16817	497.00	MANUAL A/P	03/07/2023	1041	NASB
Y	03/03/2023	16818	3,640.00	MANUAL A/P	03/08/2023	1640	NICOLE MULLER
Y	03/03/2023	16819	3,500.00	MANUAL A/P	03/09/2023	1755	NOVAK EDUCATIONAL CONSULTING INC.
Y	03/03/2023	16820	2,300.00	MANUAL A/P	03/09/2023	1657	POWERSCHOOL GROUP LLC
Y	03/03/2023	16821	381.21	MANUAL A/P	03/03/2023	1076	PRISCILLA QUINTANA
Y	03/03/2023	16822	296.27	MANUAL A/P	03/13/2023	1516	QUADIENT LEASING USA, INC
Y	03/03/2023	16823	15.93	MANUAL A/P	03/14/2023	1635	QUADIENT FINANCING USA INC
Y	03/03/2023	16824	112.66	MANUAL A/P	03/30/2023	1087	RHONDA EIS
Y	03/03/2023	16825	17.68	MANUAL A/P	03/10/2023	1553	ROCK COUNTY LEADER
Y	03/03/2023	16826	11.83	MANUAL A/P	03/15/2023	1554	SPRINGVIEW HERALD
N	03/03/2023	16827	271.82	MANUAL A/P		1634	TREVOR PASCHALL
Y	03/03/2023	16828	10.24	MANUAL A/P	03/06/2023	1555	VALENTINE MIDLAND NEWS
Y	03/03/2023	16829	1,194.56	MANUAL A/P	03/06/2023	1503	KRAIG LOFQUIST
N	03/03/2023	EFT00199	668.00	MANUAL A/P		1209	CINCINNATI INSURANCE COMPANY
N	03/03/2023	EFT00200	3,727.31	MANUAL A/P		1039	UNION BANK & TRUST COMPANY
TOTAL A/P PAYMENTS			541,213.55				
TOTAL CLEARED A/P PAYMENTS			518,037.30				
TOTAL UNCLEARED A/P PAYMENTS			23,176.25				

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
A/P PAYMENTS LIST

PAGE NUMBER: 1
BNKACCTRCN
BANK ACCOUNT: UNION BANK AND TRUST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 04/01/2023
STATEMENT END DATE: 04/01/2023

BEGINNING BALANCE: 3,023,419.47
ENDING BALANCE: 3,023,419.47
INTEREST EARNED: 0.00
FEES CHARGED: 0.00

CLEARED	CHECK DATE	CHECK NUMBER	AMOUNT	CHECK TYPE	CLEAR DATE	VENDOR	VENDOR NAME
N	01/27/2023	16719	18,509.12	MANUAL A/P		1067	ESU 10
N	03/03/2023	16827	271.82	MANUAL A/P		1634	TREVOR PASCHALL
Y	03/03/2023	EFT00199	668.00	MANUAL A/P	04/01/2023	1209	CINCINNATI INSURANCE COMPANY
Y	03/03/2023	EFT00200	3,727.31	MANUAL A/P	04/01/2023	1039	UNION BANK & TRUST COMPANY
TOTAL A/P PAYMENTS			23,176.25				
TOTAL CLEARED A/P PAYMENTS			4,395.31				
TOTAL UNCLEARED A/P PAYMENTS			18,780.94				

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
A/P VOIDS LIST

PAGE NUMBER: 3
BNKACCTRCN
BANK ACCOUNT: UNION BANK AND TRUST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 03/01/2023
STATEMENT END DATE: 03/31/2023

BEGINNING BALANCE:	3,480,026.08	INTEREST EARNED:	11,435.72
ENDING BALANCE:	3,023,419.47	FEES CHARGED:	0.00

CLEARED	CHECK DATE	CHECK NUMBER	AMOUNT	CHECK TYPE	VOID DATE	VENDOR	VENDOR NAME
Y	03/03/2023	16814	1,194.56	MANUAL A/P	03/03/2023	1501	SOUTHEAST COMMUNITY COLLEGE
TOTAL A/P VOIDS			1,194.56				
TOTAL CLEARED A/P VOIDS			1,194.56				
TOTAL UNCLEARED A/P VOIDS			0.00				

March 31, 2023

Checkbook Balances:

As of Sept. 1, 2021 \$3,083,010.54

As of March 1, 2023= \$3,446,986.40

	<u>March 2023 Receipts</u>	<u>March 2023 Disbursements</u>	<u>March 2022 Receipts</u>	<u>March 2022 Disbursements</u>
ESUCC Admin	\$11,827.65	(\$24,806.26)	\$2,282.78	(\$21,457.99)
COOP	\$26,580.63	(\$29,521.99)	\$29,294.77	(\$28,820.55)
DEC	\$0.00	(\$27,361.55)	\$0.00	(\$26,641.35)
IMAT	\$0.00	(\$8,583.27)	\$5,700.00	(\$8,122.19)
SRS	\$0.00	(\$40,587.19)	\$0.00	(\$36,609.42)
PDO	\$100.00	(\$314,096.13)	\$17,949.00	(\$4,210.29)
PS	\$27,317.72	(\$40,143.75)	\$0.00	(\$37,396.32)
AAP			\$0.00	(\$2,790.60)
PROJ PARA	\$0.00	(\$4,564.61)	\$0.00	(\$5,182.53)
	\$65,826.00	-\$489,664.75	\$55,226.55	-\$171,231.24

ESUCC Reserve \$250,000.00

As of March 31, 2023 = \$3,023,147.65

March 31, 2022 =

\$3,998,005.39

Outstanding Receipts As Of 03/31/23

ESUCC Admin.	\$0.00
MSA & Simpl Fees	\$0.00
COOP	\$40,987.91
Vendor Admin Fees	\$349.56
School Orders Worldbook/Movie Lic./Securly	\$568.75
AEPA/Special Buys/Food/Custodial Admin Fees	\$40,069.60
DEC	\$0.00
	\$0.00
IMAT	\$1,300.00
ISKME (NDE)	\$1,000.00
MSA Fees	\$0.00
PD Library/Sora (NDE)	\$300.00
SRS	\$0.00
MSA Fees	\$0.00
Annual Member Fee (Tier Billing)	\$0.00
PDO	\$483,445.22
MSA Fees	\$0.00
PD Trainings/Reg. Fees	\$515.00
NDE, AAP	\$0.00
NDE, Grants (Software Innovation Network)	\$482,930.22
GEERS Devices	\$0.00
Crisis Threat Training	\$0.00
MSA TLT Special Project, IDM Summer Institute	\$0.00
PS	\$12,528.00
PowerSchool Membership Fees & PSCB	\$12,528.00
Total:	\$538,261.13

FY Net Activity 03/31/23

ESUCC Admin	\$264,760.01
COOP	\$207,991.97
DEC	\$110,796.38
IMAT	\$69,382.10
SRS	-\$196,511.32
PDO	-\$1,131,898.14
PS	\$613,648.82
AAP	\$33,487.19
PROJ PARA	-\$31,519.90
	-\$59,862.89

Budget Notes/Comments, March 2023:

66.83%	Total Budget Usage
71.99%	Adjusted Budget Usage
58.31%	7-month Budget Project

Notes/Special Receipts, March 2023:

\$27,317.72	PowerSchool, Fees (PSCB)
\$26,580.63	Coop Admin Fees

Notes/Special Disbursements, March 2023:

\$1,200.00	AESA, AEPA Spring Meeting Registration
\$323,100.00	CDWG, Duo Security, Software Innovation
\$2,235.33	Kyocera, Coop Admin Fee Overpayment Refund
\$3,500.00	Novak Educational Consulting, TLT Training
\$2,300.00	PowerSchool, Training

April Expenses Payable May 2023 Total \$251,227.71

\$51,400.00	Bromm & Associates, Gov't Relations, Lobbyist
\$1,547.00	Eide Bailly, FY Ending 2022 Audit
\$20,800.00	Rivet Education, Training
\$2,195.70	Scoby Brothers, Advertising/Promotional Items
\$1,038.81	PowerSchool, SIS Renewal (Mead & Yutan)
\$2,314.43	CDWG, Coop Hardware (Laptop)

Special Projects/Grants Status as of March 31, 2023:

	<u>Receipts</u>	<u>Expenditures</u>
SIMPL Expenditures	\$0.00	\$5,652.50
Software Innovation Network	\$960,000.00	\$1,442,930.22
GEERS	\$16,347,834.01	\$16,347,834.01

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.yr='23' and transact.period='7'
 ACCOUNTING PERIOD: 7/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	16719	V 01/27/23	1067	ESU 10	01203500500	20320	GEERS EDUROAM REIMB	0.00	-14,098.94
09000	16719	V 01/27/23	1067	ESU 10	01203500500	20320	GEERS EDUROAM REIMB	0.00	-828.00
09000	16719	V 01/27/23	1067	ESU 10	01203500500	20320	GEERS EDUROAM REIMB	0.00	-3,582.18
TOTAL	CHECK							0.00	-18,509.12
09000	16801	03/03/23	1098	AESA	01202800300	20580	COOP AEPA MTG REGIS	0.00	1,200.00
09000	16802	03/03/23	1638	AIMEE MUEHLING	01202580200	20320	PS CONTRACTED SERVI	0.00	3,492.00
09000	16803	03/03/23	1552	AINSWORTH STAR JOUR	01202310100	20540	ADMN MEETING NOTICE	0.00	8.88
09000	16804	03/03/23	1007	CDW GOVERNMENT INC.	01203500570	20320	INNOV SOFTWARE DUO	0.00	323,100.00
09000	16805	03/03/23	1061	DEB HERICKS	01202800100	20333	ADMN MILEAGE REIMBU	0.00	136.90
09000	16805	03/03/23	1061	DEB HERICKS	01202800100	20580	ADMN TRAVEL EXPENSE	0.00	65.61
09000	16805	03/03/23	1061	DEB HERICKS	01202800100	20333	ADMN MILEAGE REIMBU	0.00	631.42
09000	16805	03/03/23	1061	DEB HERICKS	01202250560	20580	CRISIS TRAVEL EXPEN	0.00	55.52
09000	16805	03/03/23	1061	DEB HERICKS	01202250560	20333	CRISIS MILEAGE REIM	0.00	607.19
TOTAL	CHECK							0.00	1,496.64
09000	16806	03/03/23	1057	ESU 3	01202610100	20440	ADMN RENT OMAHA	0.00	265.96
09000	16806	03/03/23	1057	ESU 3	01202610300	20440	COOP RENT OMAHA	0.00	90.53
09000	16806	03/03/23	1057	ESU 3	01202610400	20440	SRS RENT OMAHA	0.00	1,505.14
09000	16806	03/03/23	1057	ESU 3	01202610600	20440	IMAT RENT OMAHA	0.00	130.14
09000	16806	03/03/23	1057	ESU 3	01202610620	20440	DEC RENT OMAHA	0.00	463.99
09000	16806	03/03/23	1057	ESU 3	01202610200	20440	PS RENT OMAHA	0.00	90.53
09000	16806	03/03/23	1057	ESU 3	01202250620	20640	DEC POSTAGE FOR BOO	0.00	0.57
09000	16806	03/03/23	1057	ESU 3	01202250560	20550	CRISIS PRINTING EXP	0.00	176.06
TOTAL	CHECK							0.00	2,722.92
09000	16807	03/03/23	1067	ESU 10	01202250520	20330	PD STRATEGIST MEETI	0.00	107.22
09000	16807	03/03/23	1067	ESU 10	01202320100	20580	ADMN MEETING EXP	0.00	1,084.25
09000	16807	03/03/23	1067	ESU 10	01202250520	20330	PD SDA MEETING	0.00	618.25
09000	16807	03/03/23	1067	ESU 10	01202250540	20330	PD TLT MEETING	0.00	371.00
09000	16807	03/03/23	1067	ESU 10	01202250530	20580	PD ESPD MEETING	0.00	309.00
09000	16807	03/03/23	1067	ESU 10	01202800500	20330	PD MEETING	0.00	1,443.00
09000	16807	03/03/23	1067	ESU 10	01202800500	20330	PD MEETING	0.00	692.00
09000	16807	03/03/23	1067	ESU 10	01202580100	20320	ADMN SIMPL PROGRAMM	0.00	998.75
TOTAL	CHECK							0.00	5,623.47
09000	16808	03/03/23	1068	ESU 13	01202250560	20320	CRISIS TRAINING EXP	0.00	86.94
09000	16809	03/03/23	1064	ESU 17	01202320100	20110	ADMN EXEC DIR SALAR	0.00	8,785.51
09000	16809	03/03/23	1064	ESU 17	01202320100	20220	ADMN EXEC DIR SS/ME	0.00	668.99
09000	16809	03/03/23	1064	ESU 17	01202320100	20230	ADMN EXEC DIR RETIR	0.00	866.27
09000	16809	03/03/23	1064	ESU 17	01202320100	20270	ADMN EXEC DIR WORK	0.00	35.08
09000	16809	03/03/23	1064	ESU 17	01202800100	20110	ADMN STAFF SALARIES	0.00	5,035.39
09000	16809	03/03/23	1064	ESU 17	01202800100	20220	ADMN STAFF SS/MEDIC	0.00	322.24
09000	16809	03/03/23	1064	ESU 17	01202800100	20230	ADMN STAFF RETIREME	0.00	497.39
09000	16809	03/03/23	1064	ESU 17	01202510100	20315	ADMN FISCAL AGENT F	0.00	300.00
09000	16809	03/03/23	1064	ESU 17	01202320300	20110	COOP EXEC DIR SALAR	0.00	905.72
09000	16809	03/03/23	1064	ESU 17	01202320300	20220	COOP EXEC DIR SS/ME	0.00	68.97

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.yr='23' and transact.period='7'
ACCOUNTING PERIOD: 7/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	16809	03/03/23	1064	ESU 17	01202320300	20230	COOP EXEC DIR RETIR	0.00	89.31
09000	16809	03/03/23	1064	ESU 17	01202320300	20270	COOP EXEC DIR WORK	0.00	3.62
09000	16809	03/03/23	1064	ESU 17	01202800300	20110	COOP STAFF SALARIES	0.00	20,120.09
09000	16809	03/03/23	1064	ESU 17	01202800300	20220	COOP STAFF SS/MEDIC	0.00	1,198.19
09000	16809	03/03/23	1064	ESU 17	01202800300	20230	COOP STAFF RETIREME	0.00	1,987.42
09000	16809	03/03/23	1064	ESU 17	01202800300	20270	COOP STAFF WORK COM	0.00	80.50
09000	16809	03/03/23	1064	ESU 17	01202610300	20440	COOP RENT AINSWORTH	0.00	608.00
09000	16809	03/03/23	1064	ESU 17	01202580300	20530	COOP PHONE AINSWORT	0.00	84.00
09000	16809	03/03/23	1064	ESU 17	01202530300	20550	COOP PRINTING/COPIE	0.00	17.50
09000	16809	03/03/23	1064	ESU 17	01202610300	20520	COOP BOND/INSURANCE	0.00	32.00
09000	16809	03/03/23	1064	ESU 17	01202320620	20110	DEC EXEC DIR SALARI	0.00	6,340.06
09000	16809	03/03/23	1064	ESU 17	01202320620	20220	DEC EXEC DIR SS/MED	0.00	482.78
09000	16809	03/03/23	1064	ESU 17	01202320620	20230	DEC EXEC DIR RETIRE	0.00	625.15
09000	16809	03/03/23	1064	ESU 17	01202320620	20270	DEC EXEC DIR WORK C	0.00	25.32
09000	16809	03/03/23	1064	ESU 17	01202580620	20110	DEC TECH SALARIES	0.00	6,483.75
09000	16809	03/03/23	1064	ESU 17	01202580620	20220	DEC TECH SS/MEDICAR	0.00	424.73
09000	16809	03/03/23	1064	ESU 17	01202580620	20230	DEC TECH RETIREMENT	0.00	640.45
09000	16809	03/03/23	1064	ESU 17	01202580620	20270	DEC TECH WORK COMP	0.00	25.92
09000	16809	03/03/23	1064	ESU 17	01202800620	20110	DEC STAFF SALARIES	0.00	10,009.95
09000	16809	03/03/23	1064	ESU 17	01202800620	20220	DEC STAFF SS/MEDICA	0.00	695.92
09000	16809	03/03/23	1064	ESU 17	01202800620	20230	DEC STAFF RETIREMEN	0.00	988.77
09000	16809	03/03/23	1064	ESU 17	01202800620	20270	DEC STAFF WORK COMP	0.00	40.03
09000	16809	03/03/23	1064	ESU 17	01202800620	20290	DEC STAFF WAGE WORK	0.00	5.60
09000	16809	03/03/23	1064	ESU 17	01202320600	20110	IMAT EXEC DIR SALAR	0.00	1,086.87
09000	16809	03/03/23	1064	ESU 17	01202320600	20220	IMAT EXEC DIR SS/ME	0.00	82.76
09000	16809	03/03/23	1064	ESU 17	01202320600	20230	IMAT EXEC DIR RETIR	0.00	107.17
09000	16809	03/03/23	1064	ESU 17	01202800100	20270	ADMN STAFF WORK COM	0.00	20.16
09000	16809	03/03/23	1064	ESU 17	01202320600	20270	IMAT EXEC DIR WORK	0.00	4.34
09000	16809	03/03/23	1064	ESU 17	01202800600	20110	IMAT STAFF SALARIES	0.00	6,006.34
09000	16809	03/03/23	1064	ESU 17	01202800600	20220	IMAT STAFF SS/MEDIC	0.00	434.26
09000	16809	03/03/23	1064	ESU 17	01202800600	20230	IMAT STAFF RETIREME	0.00	593.29
09000	16809	03/03/23	1064	ESU 17	01202800600	20270	IMAT STAFF WORK COM	0.00	24.04
09000	16809	03/03/23	1064	ESU 17	01202800600	20290	IMAT STAFF WAGE WOR	0.00	1.40
09000	16809	03/03/23	1064	ESU 17	01202320400	20110	SRS EXEC DIR SALARI	0.00	996.30
09000	16809	03/03/23	1064	ESU 17	01202320400	20220	SRS EXEC DIR SS/MED	0.00	75.86
09000	16809	03/03/23	1064	ESU 17	01202320400	20230	SRS EXEC DIR RETIRE	0.00	98.24
09000	16809	03/03/23	1064	ESU 17	01202320400	20270	SRS EXEC DIR WORK C	0.00	3.98
09000	16809	03/03/23	1064	ESU 17	01202580400	20110	SRS TECH SALARIES	0.00	6,483.75
09000	16809	03/03/23	1064	ESU 17	01202580400	20220	SRS TECH SS/MEDICAR	0.00	424.73
09000	16809	03/03/23	1064	ESU 17	01202580400	20230	SRS TECH RETIREMENT	0.00	640.45
09000	16809	03/03/23	1064	ESU 17	01202580400	20270	SRS TECH WORK COMP	0.00	25.92
09000	16809	03/03/23	1064	ESU 17	01202800400	20110	SRS STAFF SALARIES	0.00	24,824.35
09000	16809	03/03/23	1064	ESU 17	01202800400	20220	SRS STAFF SS/MEDICA	0.00	1,761.48
09000	16809	03/03/23	1064	ESU 17	01202800400	20230	SRS STAFF RETIREMEN	0.00	2,452.09
09000	16809	03/03/23	1064	ESU 17	01202800400	20270	SRS STAFF WORK COMP	0.00	103.55
09000	16809	03/03/23	1064	ESU 17	01202250560	20110	CRISIS STAFF SALARI	0.00	672.13
09000	16809	03/03/23	1064	ESU 17	01202250560	20220	CRISIS STAFF SS/MED	0.00	45.15
09000	16809	03/03/23	1064	ESU 17	01202250560	20230	CRISIS STAFF RETIRE	0.00	66.39
09000	16809	03/03/23	1064	ESU 17	01202250560	20270	CRISIS STAFF WORK C	0.00	2.69
09000	16809	03/03/23	1064	ESU 17	01202800200	20110	PS STAFF SALARIES	0.00	25,485.76
09000	16809	03/03/23	1064	ESU 17	01202800200	20220	PS STAFF SS/MEDICAR	0.00	1,775.42
09000	16809	03/03/23	1064	ESU 17	01202800200	20230	PS STAFF RETIREMENT	0.00	2,517.43

EFINANCE - POWERSCHOOL
 DATE: 04/12/2023
 TIME: 10:19:26

ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 3
 ACCTPA21

SELECTION CRITERIA: transact.yr='23' and transact.period='7'
 ACCOUNTING PERIOD: 7/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	16809	03/03/23	1064	ESU 17	01202800200	20270	PS STAFF WORK COMP	0.00	101.94
09000	16809	03/03/23	1064	ESU 17	01202800200	20290	PS STAFF WAGE WORKS	0.00	7.00
09000	16809	03/03/23	1064	ESU 17	01202800590	20110	PROJ PARA SALARIES	0.00	3,881.57
09000	16809	03/03/23	1064	ESU 17	01202800590	20220	PROJ PARA SS/MEDICA	0.00	281.28
09000	16809	03/03/23	1064	ESU 17	01202800590	20230	PROJ PARA RETIREMEN	0.00	383.41
09000	16809	03/03/23	1064	ESU 17	01202800590	20270	PROJ PARA WORK COMP	0.00	18.35
TOTAL CHECK								0.00	149,984.47
09000	16810	03/03/23	1754	FAIRFIELD INN	01202800300	20580	COOP TRAVEL/LODGING	0.00	196.00
09000	16810	03/03/23	1754	FAIRFIELD INN	01202320100	20580	ADMN EXEC DIR TRAVE	0.00	196.00
09000	16810	03/03/23	1754	FAIRFIELD INN	01202800100	20580	ADMN STAFF TRAVEL	0.00	196.00
TOTAL CHECK								0.00	588.00
09000	16811	03/03/23	1661	HAMPTON INN - KEARN	01202800100	20580	ADMN TRAVEL/LODGING	0.00	238.00
09000	16812	03/03/23	1224	HAMPTON INN & SUITE	01202250560	20580	CRISIS TRAVEL/LODGI	0.00	196.00
09000	16813	03/03/23	1403	HAMPTON INN SIDNEY	01202250560	20580	CRISIS TRAVEL/LODGI	0.00	106.71
09000	16814	03/03/23	1501	SOUTHEAST COMMUNITY	01202320100	20580	ADMN MILEAGE REIMBU	0.00	112.50
09000	16814	03/03/23	1501	SOUTHEAST COMMUNITY	01202320100	20580	ADMN MILEAGE REIMBU	0.00	1,082.06
TOTAL CHECK								0.00	1,194.56
09000	16815	03/03/23	1247	KSB SCHOOL LAW	01202330500	20317	PD ESPD MEETING	0.00	450.00
09000	16816	03/03/23	1514	KYOCERA	01202520300	20900	COOP ADM FEE REFUND	0.00	2,235.33
09000	16817	03/03/23	1041	NASB	01202320100	20580	ADMN TRAVEL EXP	0.00	97.00
09000	16817	03/03/23	1041	NASB	01202310100	20810	ADMN MEMBER DUES	0.00	400.00
TOTAL CHECK								0.00	497.00
09000	16818	03/03/23	1640	NICOLE MULLER	01202580200	20320	PS CONTRACTED SERVI	0.00	3,640.00
09000	16819	03/03/23	1755	NOVAK EDUCATIONAL C	01202250540	20330	PD TLT PROF DEV	0.00	3,500.00
09000	16820	03/03/23	1657	POWERSCHOOL GROUP L	01202800200	20580	PS TRAVEL/TRAINING	0.00	2,300.00
09000	16821	03/03/23	1076	PRISCILLA QUINTANA	01202800100	20333	ADMN MILEAGE REIMBU	0.00	190.60
09000	16821	03/03/23	1076	PRISCILLA QUINTANA	01202800300	20333	COOP MILEAGE REIMBU	0.00	190.61
TOTAL CHECK								0.00	381.21
09000	16822	03/03/23	1516	QUADIEN LEASING US	01202560300	20531	COOP POSTAGE METER	0.00	296.27
09000	16823	03/03/23	1635	QUADIEN FINANCING	01202560300	20531	COOP POSTAGE FEE	0.00	15.93
09000	16824	03/03/23	1087	RHONDA EIS	01202800600	20333	IMAT MILEAGE REIMBU	0.00	112.66
09000	16825	03/03/23	1553	ROCK COUNTY LEADER	01202310100	20540	ADMN MEETING NOTICE	0.00	17.68
09000	16826	03/03/23	1554	SPRINGVIEW HERALD	01202310100	20540	ADMN MEETING NOTICE	0.00	11.83
09000	16827	03/03/23	1634	TREVOR PASCHALL	01202800400	20333	SRS MILEAGE RIEMBUR	0.00	271.82

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:19:26

ESU COORDINATING COUNCIL
CHECK REGISTER - BY FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.yr='23' and transact.period='7'
ACCOUNTING PERIOD: 7/23

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	16828	03/03/23	1555	VALENTINE MIDLAND N	01202310100	20540	ADMN MEETING NOTICE	0.00	10.24
09000	EFT00199	03/03/23	1209	CINCINNATI INSURANC	01202610100	20520	ADMN INSURANCE	0.00	668.00
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202320100	20330	ADMN PROF DEV	0.00	50.08
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202800100	20580	ADMN TRAVEL/MEALS	0.00	1,675.62
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202800200	20580	PS TRAVEL EXPENSES	0.00	490.77
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202580200	20650	PS GOOGLE SUITE	0.00	108.00
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202580200	20650	PS ASANA	0.00	134.90
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202580100	20650	ADMN GODADDY	0.00	95.51
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202580100	20650	ADMN GODADDY	0.00	42.34
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202580400	20650	SRS JETBRAINS	0.00	919.53
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202580300	20650	COOP MAILCHIMP	0.00	102.00
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202800620	20580	DEC TRAVEL EXPENSES	0.00	80.75
09000	EFT00200	03/03/23	1039	UNION BANK & TRUST	01202250620	20640	DEC PADDLE.NET	0.00	27.81
TOTAL CHECK								0.00	3,727.31
TOTAL CASH ACCOUNT								0.00	489,664.75
TOTAL FUND								0.00	489,664.75
TOTAL REPORT								0.00	489,664.75

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:21:23

ESU COORDINATING COUNCIL
Purchase Order STATUS REPORT

PAGE NUMBER: 1
STATMN21
INFO: ORDERED BY NUMBER

SELECTION CRITERIA: encl edgr.yr='23'

PURCHASE OR	ORG UNIT	ACCOUNT	ACCOUNT	VENDOR DATE	NAME DESCRIPTION	SALES TAX USE TAX	ORIGINAL PAYMENTS	CHANGE BALANCE
23000010-01	01202580620	20650		1397	JOURNEYED.COM INC.	0.00	323.88	.00
				03/20/23	1611833 ADOBE STOCK, SMA	0.00	.00	323.88
TOTAL REPORT						0.00	323.88	.00
						0.00	.00	323.88

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:20:28

ESU COORDINATING COUNCIL
SUMMARY EXPENDITURE COMPARISON REPORT

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 7/23

Fund - 01 - GENERAL FUND

TITLE	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
TOTAL EXPENSE	10,369,140.00	6,929,628.12	3,439,511.88	66.83	27,857,844.00	2,755,950.54	25,101,893.46	9.89
TOTAL GENERAL FUND	10,369,140.00	6,929,628.12	3,439,511.88	66.83	27,857,844.00	2,755,950.54	25,101,893.46	9.89
TOTAL REPORT	10,369,140.00	6,929,628.12	3,439,511.88	66.83	27,857,844.00	2,755,950.54	25,101,893.46	9.89

SUNGARD PENTAMATION, INC.
DATE: 04/03/2023
TIME: 07:51:29

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
07/13/2022	COOP002076	LYONSDECAT	LYONS-DECATUR NORT	568.75	.00	.00	.00	.00	568.75
02/21/2023	GRNT000036	NDE	NEBRASKA DEPT OF E	482,930.22	.00	.00	.00	.00	482,930.22
10/12/2022	IMAT000393	NDE	NEBRASKA DEPT OF E	300.00	.00	.00	.00	.00	300.00
03/23/2023	IMAT000394	NDE	NEBRASKA DEPT OF E	1,000.00	.00	.00	.00	.00	1,000.00
05/19/2022	PDO0000968	ESU03	EDUCATIONAL SERVIC	880.00	.00	-840.00	.00	.00	40.00
12/19/2022	PDO0001005	ESU03	EDUCATIONAL SERVIC	1,220.00	.00	-1,200.00	.00	.00	20.00
12/20/2022	PDO0001022	NDE	NEBRASKA DEPT OF E	380.00	.00	.00	.00	.00	380.00
03/23/2023	PDO0001024	NDE	NEBRASKA DEPT OF E	75.00	.00	.00	.00	.00	75.00
10/13/2022	PS00000127	SPRINGFIEL	SPRINGFIELD PLATTE	12,303.00	.00	.00	.00	.00	12,303.00
01/16/2023	PS00000144	ARLINGTON	ARLINGTON PUBLIC S	225.00	.00	.00	.00	.00	225.00
09/23/2022	VNDR000125	NEARPOD	NEARPOD	155.00	.00	.00	.00	.00	155.00
03/21/2023	VNDR000131	BLICK	BLICK ART MATERIAL	2.55	.00	.00	.00	.00	2.55
03/21/2023	VNDR000132	BSN	BSN SPORTS	4.83	.00	.00	.00	.00	4.83
03/21/2023	VNDR000133	NATART	NATIONAL ART & SCH	9.63	.00	.00	.00	.00	9.63
03/21/2023	VNDR000134	PYRAMID	PYRAMID SCHOOL PRO	144.02	.00	.00	.00	.00	144.02
03/21/2023	VNDR000135	VIRCO	VIRCO INC	33.53	.00	.00	.00	.00	33.53
TOTAL REPORT: 16				500,231.53	.00	-2,040.00	.00	.00	498,191.53

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:20:41

ESU COORDINATING COUNCIL
SUMMARY REVENUE COMPARISON REPORT

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 7/23

Fund - 01 - GENERAL FUND

		CURRENT YEAR				PRIOR YEAR			
TITLE		BUDGET	REVENUE	BALANCE	%	BUDGET	REVENUE	BALANCE	%
TOTAL	REVENUE	10,369,140.00	6,870,413.72	3,498,726.28	66.26	27,857,844.00	2,236,775.89	25,621,068.11	8.03
TOTAL	GENERAL FUND	10,369,140.00	6,870,413.72	3,498,726.28	66.26	27,857,844.00	2,236,775.89	25,621,068.11	8.03
TOTAL	REPORT	10,369,140.00	6,870,413.72	3,498,726.28	66.26	27,857,844.00	2,236,775.89	25,621,068.11	8.03

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:20:08

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='7'
ACCOUNTING PERIOD: 7/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101510100 - ADMN INTEREST REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11410	INTEREST						
7 /23	03/31/23	19	BANKREC			11,435.72	RECONCILIATION INTEREST
TOTAL	INTEREST				.00	11,435.72	.00
TOTAL	ADMN INTEREST REVENUE				.00	11,435.72	.00

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:20:08

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='7'
ACCOUNTING PERIOD: 7/23

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						
7 /23	03/23/23	19	75			391.93	RECEIVABLE-RC- 032323PQ
TOTAL	INVOICED REVENUE				.00	391.93	.00
TOTAL	ADMN REVENUE, ESU/SCHOOL				.00	391.93	.00

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:20:08

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='7'
ACCOUNTING PERIOD: 7/23

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						
7 /23	03/13/23	19		70			18,255.48		RECEIVABLE-RC- 031323PQ
7 /23	03/17/23	19		72			7,082.24		RECEIVABLE-RC- 031723PQ
7 /23	03/27/23	19		76			1,755.00		RECEIVABLE-RC- 032723PQ
7 /23	03/31/23	19		79			225.00		RECEIVABLE-RC- 033123PQ
TOTAL	INVOICED		REVENUE			.00	27,317.72	.00	
TOTAL	PS INVOICED		REVENUE			.00	27,317.72	.00	

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:20:08

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='7'
ACCOUNTING PERIOD: 7/23

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					
7 /23	03/10/23	19	69			139.50	RECEIVABLE-RC- 031023PQ
7 /23	03/13/23	19	70			2,831.36	RECEIVABLE-RC- 031323PQ
7 /23	03/17/23	19	72			330.00	RECEIVABLE-RC- 031723PQ
7 /23	03/20/23	19	73			990.00	RECEIVABLE-RC- 032023PQ
7 /23	03/22/23	19	74			356.00	RECEIVABLE-RC- 032223PQ
7 /23	03/29/23	19	77			3,288.12	RECEIVABLE-RC- 032923PQ
TOTAL	INVOICED	REVENUE			.00	7,934.98	.00
TOTAL	COOP	REVENUE, ESU/SCHOOL			.00	7,934.98	.00

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:20:08

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='7'
ACCOUNTING PERIOD: 7/23

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					
7 /23	03/13/23	19		70			20.00	RECEIVABLE-RC- 031323PQ
7 /23	03/17/23	19		71			20.00	RECEIVABLE-RC- 031523PQ
7 /23	03/27/23	19		76			60.00	RECEIVABLE-RC- 032723PQ
TOTAL	INVOICED		REVENUE			.00	100.00	.00
TOTAL	PDO REVENUE,		ESU/SCHOOL			.00	100.00	.00

EFINANCE - POWERSCHOOL
DATE: 04/12/2023
TIME: 10:20:08

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT31

SELECTION CRITERIA: transact.yr='23' and transact.period='7'
ACCOUNTING PERIOD: 7/23

FUND - 01 - GENERAL FUND
ORG UNIT - 01101990300 - COOP LOCAL SALES REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
12400	ADMIN FEES						
7 /23	03/08/23	24				5.35	.00 COOP LAKESHORE ADMN FEE
7 /23	03/13/23	24				36.42	.00 COOP SCHOLASTIC ADMN FEE
7 /23	03/13/23	19	70			2,629.10	RECEIVABLE-RC- 031323PQ
7 /23	03/17/23	24				424.40	.00 COOP SYSCO ADMIN FEE
7 /23	03/17/23	24				12,644.64	.00 COOP SYSCO ADMIN FEE
7 /23	03/31/23	24				2,905.74	.00 COOP INTERLINE ADMN FEE
TOTAL	ADMIN FEES				.00	18,645.65	.00
TOTAL	COOP LOCAL SALES REVENUE				.00	18,645.65	.00
TOTAL	GENERAL FUND				.00	65,826.00	.00
TOTAL	REPORT				.00	65,826.00	.00

EFINANCE - POWERSCHOOL
DATE: 04/28/2023
TIME: 11:47:49

ESU COORDINATING COUNCIL
BATCH MANUAL CHECK EDIT LIST

PAGE NUMBER: 1
BMANCK31

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR CASH ACCT	P/F ORG UNIT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
CONTROL NUMBER: 050423PQ			CHECK NO: 16857							
16568 9/23	04/28/23 pquintan	09000	01202310300	20810 NE_2022	1107 COOP AEPA ASSESSMENT FEE	AEPA INC.	05/04/2023	N Y	.00 .00	6,270.43 .00
CONTROL NUMBER: 050423PQ			CHECK NO: 16858							
16569 9/23	04/28/23 pquintan	09000	01202580200	20320 7, MARCH 22	1638 PS CONTRACTED SERVICE	AIMEE MUEHLING	05/04/2023	M Y	.00 .00	3,006.00 .00
CONTROL NUMBER: 050423PQ			CHECK NO: 16859							
16570 9/23	04/28/23 pquintan	09000	01202310100	20540 19358	1552 ADMN MEETING NOTICE	AINSWORTH STAR JOURNAL	05/04/2023	N Y	.00 .00	7.91 .00
CONTROL NUMBER: 050423PQ			CHECK NO: 16860							
16571 9/23	04/28/23 pquintan	09000	01202800620	20333	1466 DEC MILEAGE REIMBURSEMEN	ANDREW EASTON	05/04/2023	M Y	.00 .00	69.43 .00
16572 9/23	04/28/23 pquintan	09000	01202800620	20333	1466 DEC MILEAGE REIMBURSEMEN	ANDREW EASTON	05/04/2023	M Y	.00 .00	92.36 .00
16573 9/23	04/28/23 pquintan	09000	01202800620	20333	1466 DEC MILEAGE REIMBURSEMEN	ANDREW EASTON	05/04/2023	M Y	.00 .00	83.84 .00
16574 9/23	04/28/23 pquintan	09000	01202800620	20333	1466 DEC MILEAGE REIMBURSEMEN	ANDREW EASTON	05/04/2023	M Y	.00 .00	66.81 .00
16575 9/23	04/28/23 pquintan	09000	01202800620	20333	1466 DEC MILEAGE REIMBURSEMEN	ANDREW EASTON	05/04/2023	M Y	.00 .00	240.39 .00
TOTAL CHECK 16860			552.83							
CONTROL NUMBER: 050423PQ			CHECK NO: 16861							
16576 9/23	04/28/23 pquintan	09000	01202530100	20550 641595	1050 ADMN PRINTING EXP	BISHOP BUSINESS	05/04/2023	N Y	.00 .00	29.25 .00
16577 9/23	04/28/23 pquintan	09000	01202530400	20550 641595	1050 SRS PRINTING EXP	BISHOP BUSINESS	05/04/2023	N Y	.00 .00	9.75 .00
TOTAL CHECK 16861			39.00							
CONTROL NUMBER: 050423PQ			CHECK NO: 16862							
16578 9/23	04/28/23 pquintan	09000	01202330100	20314 1026	1318 ADMN GOVT RELATIONS	BROMM & ASSOCIATES	05/04/2023	N Y	.00 .00	25,700.00 .00

PAGE NUMBER: 2
BMANCK31

RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR CASH ACCT	P/F ORG UNIT	ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
16579 9/23	04/28/23 pquintan	09000		01202330100	20314 1031	1318 ADMN	BROMM & ASSOCIATES LOBBY REGISTRATION	05/04/2023	N Y	.00 .00	200.00 .00
16580 9/23	04/28/23 pquintan	09000		01202330100	20314 1033	1318 ADMN	BROMM & ASSOCIATES GOVT RELATIONS	05/04/2023	N Y	.00 .00	25,500.00 .00
TOTAL CHECK 16862											51,400.00
CONTROL NUMBER: 050423PQ			CHECK NO: 16863								
16581 9/23	04/28/23 pquintan	09000		01202580300	20734 HS96767	1007 COOP	CDW GOVERNMENT INC. HARDWARE, LAPTOP	05/04/2023	N Y	.00 .00	2,314.43 .00
CONTROL NUMBER: 050423PQ			CHECK NO: 16864								
16582 9/23	04/28/23 pquintan	09000		01202800300	20580 CCT# GV 699	1278 COOP	CORNHUSKER MARRIOTT HOTEL TRAVEL/LODGING	05/04/2023	N Y	.00 .00	218.00 .00
CONTROL NUMBER: 050423PQ			CHECK NO: 16865								
16583 9/23	04/28/23 pquintan	09000		01202800300	20333	1101 COOP	CRAIG PETERSON MILEAGE REIMBURSEME	05/04/2023	N Y	.00 .00	284.93 .00
16584 9/23	04/28/23 pquintan	09000		01202800300	20333	1101 COOP	CRAIG PETERSON MILEAGE REIMBURSEME	05/04/2023	N Y	.00 .00	21.62 .00
TOTAL CHECK 16865											306.55
CONTROL NUMBER: 050423PQ			CHECK NO: 16866								
16585 9/23	04/28/23 pquintan	09000		01202320100	20580 3161	1702 ADMN	CROWNE PLAZA KEARNEY TRAVEL/LODGING	05/04/2023	N Y	.00 .00	129.95 .00
CONTROL NUMBER: 050423PQ			CHECK NO: 16867								
16589 9/23	04/28/23 pquintan	09000		01202800100	20333	1061 ADMN	DEB HERICKS MILEAGE REIMBURSEME	05/04/2023	N Y	.00 .00	69.43 .00
16588 9/23	04/28/23 pquintan	09000		01202800100	20580	1061 ADMN	DEB HERICKS TRAVEL/PARKING	05/04/2023	N Y	.00 .00	10.00 .00
16587 9/23	04/28/23 pquintan	09000		01202800500	20333	1061 PDO	DEB HERICKS MILEAGE REIMBURSEMEN	05/04/2023	N Y	.00 .00	242.35 .00
16586 9/23	04/28/23 pquintan	09000		01202800500	20580	1061 PDO	DEB HERICKS TRAVEL/MEALS	05/04/2023	N Y	.00 .00	15.70 .00
TOTAL CHECK 16867											337.48
CONTROL NUMBER: 050423PQ			CHECK NO: 16868								

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16590 9/23	04/28/23 pquintan	09000		01202510100	20315 EI01488972	1725 ADMN AUDIT	EIDE BAILLY EXPENSE	05/04/2023	N Y	.00 .00	556.92 .00
16595 9/23	04/28/23 pquintan	09000		01202510200	20315 EI01488972	1725 PS AUDIT	EIDE BAILLY EXPENSE	05/04/2023	N Y	.00 .00	108.29 .00
16591 9/23	04/28/23 pquintan	09000		01202510300	20315 EI01488972	1725 COOP AUDIT	EIDE BAILLY EXPENSE	05/04/2023	N Y	.00 .00	665.21 .00
16592 9/23	04/28/23 pquintan	09000		01202510400	20315 EI01488972	1725 SRS AUDIT	EIDE BAILLY EXPENSE	05/04/2023	N Y	.00 .00	108.29 .00
16593 9/23	04/28/23 pquintan	09000		01202510600	20315 EI01488972	1725 IMAT AUDIT	EIDE BAILLY EXPENSE	05/04/2023	N Y	.00 .00	54.14 .00
16594 9/23	04/28/23 pquintan	09000		01202510620	20315 EI01488972	1725 DEC AUDIT	EIDE BAILLY EXPENSE	05/04/2023	N Y	.00 .00	54.15 .00

TOTAL CHECK 16868

1,547.00

CONTROL NUMBER: 050423PQ CHECK NO: 16869

16596 9/23	04/28/23 pquintan	09000		01202320100	20580 EM27211	1057 ADMN MEETING	ESU 3 EXPENSES	05/04/2023	N Y	.00 .00	378.75 .00
16597 9/23	04/28/23 pquintan	09000		01202320100	20580 EM27210	1057 ADMN MEETING	ESU 3 EXPENSES	05/04/2023	N Y	.00 .00	310.00 .00
16604 9/23	04/28/23 pquintan	09000		01202560100	20531 ADM0003077	1057 ADMN POSTAGE	ESU 3 OMAHA	05/04/2023	N Y	.00 .00	1.50 .00
16598 9/23	04/28/23 pquintan	09000		01202610100	20440 ADM0003077	1057 ADMN RENT	ESU 3 OMAHA	05/04/2023	N Y	.00 .00	265.96 .00
16603 9/23	04/28/23 pquintan	09000		01202610200	20440 ADM0003077	1057 PS RENT	ESU 3 OMAHA	05/04/2023	N Y	.00 .00	90.53 .00
16599 9/23	04/28/23 pquintan	09000		01202610300	20440 ADM0003077	1057 COOP RENT	ESU 3 OMAHA	05/04/2023	N Y	.00 .00	90.53 .00
16600 9/23	04/28/23 pquintan	09000		01202610400	20440 ADM0003077	1057 SRS RENT	ESU 3 OMAHA	05/04/2023	N Y	.00 .00	1,505.14 .00
16601 9/23	04/28/23 pquintan	09000		01202610600	20440 ADM0003077	1057 IMAT RENT	ESU 3 OMAHA	05/04/2023	N Y	.00 .00	130.14 .00
16602 9/23	04/28/23 pquintan	09000		01202610620	20440 ADM0003077	1057 DEC RENT	ESU 3 OMAHA	05/04/2023	N Y	.00 .00	463.99 .00

TOTAL CHECK 16869

3,236.54

CONTROL NUMBER: 050423PQ CHECK NO: 16870

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16660 9/23	04/28/23 pquintan	09000		01202250560	20110 ESUCC-25	1064 CRISIS STAFF	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	672.13 .00
16661 9/23	04/28/23 pquintan	09000		01202250560	20220 ESUCC-25	1064 CRISIS STAFF	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	45.15 .00
16662 9/23	04/28/23 pquintan	09000		01202250560	20230 ESUCC-25	1064 CRISIS STAFF	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	66.39 .00
16663 9/23	04/28/23 pquintan	09000		01202250560	20270 ESUCC-25	1064 CRISIS STAFF	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	2.69 .00
16605 9/23	04/28/23 pquintan	09000		01202320100	20110 ESUCC-25	1064 ADMN EXEC DIR	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	8,785.52 .00
16606 9/23	04/28/23 pquintan	09000		01202320100	20220 ESUCC-25	1064 ADMN EXEC DIR	ESU 17 SS/MEDICAR	05/04/2023	N Y	.00 .00	668.99 .00
16607 9/23	04/28/23 pquintan	09000		01202320100	20230 ESUCC-25	1064 ADMN EXEC DIR	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	866.27 .00
16608 9/23	04/28/23 pquintan	09000		01202320100	20270 ESUCC-25	1064 ADMN EXEC DIR	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	35.08 .00
16614 9/23	04/28/23 pquintan	09000		01202320300	20110 ESUCC-25	1064 COOP EXEC DIR	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	905.71 .00
16615 9/23	04/28/23 pquintan	09000		01202320300	20220 ESUCC-25	1064 COOP EXEC DIR	ESU 17 SS/MEDICAR	05/04/2023	N Y	.00 .00	68.97 .00
16616 9/23	04/28/23 pquintan	09000		01202320300	20230 ESUCC-25	1064 COOP EXEC DIR	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	89.31 .00
16617 9/23	04/28/23 pquintan	09000		01202320300	20270 ESUCC-25	1064 COOP EXEC DIR	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	3.62 .00
16648 9/23	04/28/23 pquintan	09000		01202320400	20110 ESUCC-25	1064 SRS EXEC DIR	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	996.30 .00
16649 9/23	04/28/23 pquintan	09000		01202320400	20220 ESUCC-25	1064 SRS EXEC DIR	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	75.86 .00
16650 9/23	04/28/23 pquintan	09000		01202320400	20230 ESUCC-25	1064 SRS EXEC DIR	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	98.24 .00
16651 9/23	04/28/23 pquintan	09000		01202320400	20270 ESUCC-25	1064 SRS EXEC DIR	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	3.98 .00

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16639 9/23	04/28/23 pquintan	09000		01202320600	20110 ESUCC-25	1064 IMAT EXEC DIR	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	1,086.87 .00
16640 9/23	04/28/23 pquintan	09000		01202320600	20220 ESUCC-25	1064 IMAT EXEC DIR	ESU 17 SS/MEDICAR	05/04/2023	N Y	.00 .00	82.76 .00
16641 9/23	04/28/23 pquintan	09000		01202320600	20230 ESUCC-25	1064 IMAT EXEC DIR	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	107.17 .00
16642 9/23	04/28/23 pquintan	09000		01202320600	20270 ESUCC-25	1064 IMAT EXEC DIR	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	4.34 .00
16626 9/23	04/28/23 pquintan	09000		01202320620	20110 ESUCC-25	1064 DEC EXEC DIR	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	6,340.05 .00
16627 9/23	04/28/23 pquintan	09000		01202320620	20220 ESUCC-25	1064 DEC EXEC DIR	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	482.78 .00
16628 9/23	04/28/23 pquintan	09000		01202320620	20230 ESUCC-25	1064 DEC EXEC DIR	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	625.15 .00
16629 9/23	04/28/23 pquintan	09000		01202320620	20270 ESUCC-25	1064 DEC EXEC DIR	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	25.32 .00
16613 9/23	04/28/23 pquintan	09000		01202510100	20315 ESUCC-25	1064 ADMN FISCAL AGENT	ESU 17 FEE	05/04/2023	N Y	.00 .00	300.00 .00
16624 9/23	04/28/23 pquintan	09000		01202530300	20550 ESUCC-25	1064 COOP PRINTING	ESU 17 EXPENSE	05/04/2023	N Y	.00 .00	17.50 .00
16623 9/23	04/28/23 pquintan	09000		01202580300	20530 ESUCC-25	1064 COOP PHONE	ESU 17 AINSWORTH	05/04/2023	N Y	.00 .00	84.00 .00
16652 9/23	04/28/23 pquintan	09000		01202580400	20110 ESUCC-25	1064 SRS TECH	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	6,483.74 .00
16653 9/23	04/28/23 pquintan	09000		01202580400	20220 ESUCC-25	1064 SRS TECH	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	424.73 .00
16654 9/23	04/28/23 pquintan	09000		01202580400	20230 ESUCC-25	1064 SRS TECH	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	640.45 .00
16655 9/23	04/28/23 pquintan	09000		01202580400	20270 ESUCC-25	1064 SRS TECH	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	25.92 .00
16630 9/23	04/28/23 pquintan	09000		01202580620	20110 ESUCC-25	1064 DEC TECH	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	6,483.74 .00

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16631 9/23	04/28/23 pquintan	09000		01202580620	20220 ESUCC-25	1064 DEC TECH	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	424.73 .00
16632 9/23	04/28/23 pquintan	09000		01202580620	20230 ESUCC-25	1064 DEC TECH	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	640.45 .00
16633 9/23	04/28/23 pquintan	09000		01202580620	20270 ESUCC-25	1064 DEC TECH	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	25.92 .00
16622 9/23	04/28/23 pquintan	09000		01202610300	20440 ESUCC-25	1064 COOP RENT	ESU 17 AINSWORTH	05/04/2023	N Y	.00 .00	608.00 .00
16625 9/23	04/28/23 pquintan	09000		01202610300	20520 ESUCC-25	1064 COOP BOND	ESU 17 /INSURANCE	05/04/2023	N Y	.00 .00	32.00 .00
16609 9/23	04/28/23 pquintan	09000		01202800100	20110 ESUCC-25	1064 ADMN STAFF	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	5,035.39 .00
16610 9/23	04/28/23 pquintan	09000		01202800100	20220 ESUCC-25	1064 ADMN STAFF	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	322.24 .00
16611 9/23	04/28/23 pquintan	09000		01202800100	20230 ESUCC-25	1064 ADMN SRAFF	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	497.39 .00
16612 9/23	04/28/23 pquintan	09000		01202800100	20270 ESUCC-25	1064 ADMN STAFF	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	20.16 .00
16664 9/23	04/28/23 pquintan	09000		01202800200	20110 ESUCC-25	1064 PS STAFF	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	25,485.73 .00
16665 9/23	04/28/23 pquintan	09000		01202800200	20220 ESUCC-25	1064 PS STAFF	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	1,775.42 .00
16666 9/23	04/28/23 pquintan	09000		01202800200	20230 ESUCC-25	1064 PS STAFF	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	2,517.43 .00
16667 9/23	04/28/23 pquintan	09000		01202800200	20270 ESUCC-25	1064 PS STAFF	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	101.94 .00
16668 9/23	04/28/23 pquintan	09000		01202800200	20290 ESUCC-25	1064 PS STAFF	ESU 17 WAGE WORKS	05/04/2023	N Y	.00 .00	7.00 .00
16618 9/23	04/28/23 pquintan	09000		01202800300	20110 ESUCC-25	1064 COOP STAFF	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	20,120.09 .00
16619 9/23	04/28/23 pquintan	09000		01202800300	20220 ESUCC-25	1064 COOP STAFF	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	1,198.19 .00

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16620 9/23	04/28/23 pquintan	09000		01202800300	20230 ESUCC-25	1064 COOP STAFF	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	1,987.42 .00
16621 9/23	04/28/23 pquintan	09000		01202800300	20270 ESUCC-25	1064 COOP WORK	ESU 17 COMP	05/04/2023	N Y	.00 .00	80.50 .00
16656 9/23	04/28/23 pquintan	09000		01202800400	20110 ESUCC-25	1064 SRS STAFF	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	21,660.28 .00
16657 9/23	04/28/23 pquintan	09000		01202800400	20220 ESUCC-25	1064 SRS STAFF	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	1,519.43 .00
16658 9/23	04/28/23 pquintan	09000		01202800400	20230 ESUCC-25	1064 SRS STAFF	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	2,139.55 .00
16659 9/23	04/28/23 pquintan	09000		01202800400	20270 ESUCC-25	1064 SRS STAFF	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	86.65 .00
16669 9/23	04/28/23 pquintan	09000		01202800590	20110 ESUCC-25	1064 PROJ PARA	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	1,772.20 .00
16670 9/23	04/28/23 pquintan	09000		01202800590	20220 ESUCC-25	1064 PROJ PARA	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	119.91 .00
16671 9/23	04/28/23 pquintan	09000		01202800590	20230 ESUCC-25	1064 PROJ PARA	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	175.05 .00
16672 9/23	04/28/23 pquintan	09000		01202800590	20270 ESUCC-25	1064 PROJ PARA	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	7.08 .00
16643 9/23	04/28/23 pquintan	09000		01202800600	20110 ESUCC-25	1064 IMAT STAFF	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	6,006.34 .00
16644 9/23	04/28/23 pquintan	09000		01202800600	20220 ESUCC-25	1064 IMAT STAFF	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	434.26 .00
16645 9/23	04/28/23 pquintan	09000		01202800600	20230 ESUCC-25	1064 IMAT STAFF	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	593.29 .00
16646 9/23	04/28/23 pquintan	09000		01202800600	20270 ESUCC-25	1064 IMAT STAFF	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	24.04 .00
16647 9/23	04/28/23 pquintan	09000		01202800600	20290 ESUCC-25	1064 IMAT STAFF	ESU 17 WAGE WORKS	05/04/2023	N Y	.00 .00	1.40 .00
16634 9/23	04/28/23 pquintan	09000		01202800620	20110 ESUCC-25	1064 DEC STAFF	ESU 17 SALARIES	05/04/2023	N Y	.00 .00	10,009.97 .00

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16635 9/23	04/28/23 pquintan	09000		01202800620	20220 ESUCC-25	1064 DEC STAFF	ESU 17 SS/MEDICARE	05/04/2023	N Y	.00 .00	695.92 .00
16636 9/23	04/28/23 pquintan	09000		01202800620	20230 ESUCC-25	1064 DEC STAFF	ESU 17 RETIREMENT	05/04/2023	N Y	.00 .00	988.77 .00
16637 9/23	04/28/23 pquintan	09000		01202800620	20270 ESUCC-25	1064 DEC STAFF	ESU 17 WORK COMP	05/04/2023	N Y	.00 .00	40.03 .00
16638 9/23	04/28/23 pquintan	09000		01202800620	20290 ESUCC-25	1064 DEC STAFF	ESU 17 WAGE WORKS	05/04/2023	N Y	.00 .00	5.60 .00
TOTAL CHECK 16870											143,758.50
CONTROL NUMBER: 050423PQ CHECK NO: 16871											
16673 9/23	04/28/23 pquintan	09000		01202800500	20330	1661 PDO PRO DEV	HAMPTON INN - KEARNEY EXPENSES	05/04/2023	N Y	.00 .00	238.00 .00
CONTROL NUMBER: 050423PQ CHECK NO: 16872											
16674 9/23	04/28/23 pquintan	09000		01202800300	20580 5758	1384 COOP TRAVEL/LODGING	HOLIDAY INN EXPRESS OMAHA W N	05/04/2023	N Y	.00 .00	96.00 .00
CONTROL NUMBER: 050423PQ CHECK NO: 16873											
16675 9/23	04/28/23 pquintan	23000010-01 09000	F	01202580620	20650 10518580	1397 DEC ADOBE	JOURNEYED.COM INC. STOCK	05/04/2023	N Y	.00 .00	323.88 .00
PURCHASE ORDER ITEM NOT FULLY RECEIVED											
CONTROL NUMBER: 050423PQ CHECK NO: 16874											
16676 9/23	04/28/23 pquintan	09000		01202320100	20333	1503 ADMN MILEAGE	KRAIG LOFQUIST REIMBURSEME	05/04/2023	N Y	.00 .00	420.51 .00
CONTROL NUMBER: 050423PQ CHECK NO: 16875											
16677 9/23	04/28/23 pquintan	09000		01202320100	20580 16372-713175	1042 ADMN GRIT	NE COUNCIL OF SCHOOL ADMINI CONFERENCE	05/04/2023	N Y	.00 .00	120.00 .00
CONTROL NUMBER: 050423PQ CHECK NO: 16876											
16678 9/23	04/28/23 pquintan	09000		01202580200	20320 PRIL 4/18/23	1640 PS CONTRACTED	NICOLE MULLER SERVICE	05/04/2023	M Y	.00 .00	3,888.10 .00
CONTROL NUMBER: 050423PQ CHECK NO: 16877											
16679 9/23	04/28/23 pquintan	09000		01202330100	20317 STATEMENT 22	1633 ADMN LEGAL	PERRY, GUTHERY, HAASE & GES SERVICE	05/04/2023	N Y	.00 .00	247.68 .00

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RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR CASH ACCT	P/F ORG UNIT	ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	1099 CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
16684 9/23	04/28/23 pquintan	09000		01202330200	20317 STATEMENT 22	1633 PS LEGAL SERVICE	PERRY, GUTHERY, HAASE & GES	05/04/2023	N Y	.00 .00	48.16 .00
16680 9/23	04/28/23 pquintan	09000		01202330300	20317 STATEMENT 22	1633 COOP LEGAL SERVICE	PERRY, GUTHERY, HAASE & GES	05/04/2023	N Y	.00 .00	295.84 .00
16681 9/23	04/28/23 pquintan	09000		01202330400	20317 STATEMENT 22	1633 SRS LEGAL SERVICE	PERRY, GUTHERY, HAASE & GES	05/04/2023	N Y	.00 .00	48.16 .00
16682 9/23	04/28/23 pquintan	09000		01202330600	20317 STATEMENT 22	1633 IMAT LEGAL SERVICE	PERRY, GUTHERY, HAASE & GES	05/04/2023	N Y	.00 .00	24.08 .00
16683 9/23	04/28/23 pquintan	09000		01202330620	20317 STATEMENT 22	1633 DEC LEGAL SERVICE	PERRY, GUTHERY, HAASE & GES	05/04/2023	N Y	.00 .00	24.08 .00
TOTAL CHECK 16877											688.00
CONTROL NUMBER: 050423PQ CHECK NO: 16878											
16685 9/23	04/28/23 pquintan	09000		01202580200	20320 INV345979	1657 PS CONTRACTED SERVICE	POWERSCHOOL GROUP LLC	05/04/2023	N Y	.00 .00	450.30 .00
16686 9/23	04/28/23 pquintan	09000		01202580200	20320 INV346147	1657 PS CONTRACTED SERVICE	POWERSCHOOL GROUP LLC	05/04/2023	N Y	.00 .00	588.51 .00
TOTAL CHECK 16878											1,038.81
CONTROL NUMBER: 050423PQ CHECK NO: 16879											
16689 9/23	04/28/23 pquintan	09000		01202800100	20333	1076 ADMN MILEAGE REIMBURSEME	PRISCILLA QUINTANA	05/04/2023	N Y	.00 .00	184.05 .00
16687 9/23	04/28/23 pquintan	09000		01202800100	20580	1076 ADMN TRAVEL/MEALS	PRISCILLA QUINTANA	05/04/2023	N Y	.00 .00	8.42 .00
16690 9/23	04/28/23 pquintan	09000		01202800300	20333	1076 COOP MILEAGE REIMBURSEME	PRISCILLA QUINTANA	05/04/2023	N Y	.00 .00	184.06 .00
16688 9/23	04/28/23 pquintan	09000		01202800300	20580	1076 COOP TRAVEL/MEALS	PRISCILLA QUINTANA	05/04/2023	N Y	.00 .00	8.42 .00
TOTAL CHECK 16879											384.95
CONTROL NUMBER: 050423PQ CHECK NO: 16880											
16691 9/23	04/28/23 pquintan	09000		01202320100	20610 31605223	1231 ADMN SUPPLIES	QUILL	05/04/2023	N Y	.00 .00	337.50 .00

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16702 9/23	04/28/23 pquintan	09000	01202580100		20650 IN2023045510	1695 ADMN SOFTWARE, SYS	SYSCLOUD INC SYSCLOUD	05/04/2023	N Y	.00 .00	59.20 .00
16703 9/23	04/28/23 pquintan	09000	01202580300		20650 IN2023045510	1695 COOP SOFTWARE, SYS	SYSCLOUD INC SYSCLOUD	05/04/2023	N Y	.00 .00	88.80 .00
16704 9/23	04/28/23 pquintan	09000	01202580400		20650 IN2023045510	1695 SRS SOFTWARE, SYS	SYSCLOUD INC SYSCLOUD	05/04/2023	N Y	.00 .00	118.40 .00
16706 9/23	04/28/23 pquintan	09000	01202580600		20650 IN2023045510	1695 IMAT SOFTWARE, SYS	SYSCLOUD INC SYSCLOUD	05/04/2023	N Y	.00 .00	29.60 .00
16705 9/23	04/28/23 pquintan	09000	01202580620		20650 IN2023045510	1695 DEC SOFTWARE, SYS	SYSCLOUD INC SYSCLOUD	05/04/2023	N Y	.00 .00	59.20 .00
TOTAL CHECK 16887											355.20
CONTROL NUMBER: 050423PQ			CHECK NO: 16888								
16707 9/23	04/28/23 pquintan	09000	01202310100		20540 19677	1555 ADMN MEETING NOTICE	VALENTINE MIDLAND NEWS	05/04/2023	N Y	.00 .00	7.45 .00
CONTROL NUMBER: 050423PQ			CHECK NO: EFT00203								
16708 9/23	04/28/23 pquintan	09000	01202610100		20520 0498700	1209 ADMN INSURANCE	CINCINNATI INSURANCE COMPAN	05/03/2023	N Y	.00 .00	665.00 .00
CONTROL NUMBER: 050423PQ			CHECK NO: EFT00204								
16709 9/23	04/28/23 pquintan	09000	01202610100		20520 0161739	1209 ADMIN INSURANCE	CINCINNATI INSURANCE COMPAN	05/03/2023	N Y	.00 .00	1,001.00 .00
CONTROL NUMBER: 050423PQ			CHECK NO: EFT00205								
16720 9/23	04/28/23 pquintan	09000	01202250520		20330	1039 PD SDA PRO DEV	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	227.70 .00
16726 9/23	04/28/23 pquintan	09000	01202250620		20640	1039 DEC PRO DEV MATERIAL	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	27.81 .00
16710 9/23	04/28/23 pquintan	09000	01202320100		20330	1039 ADMN PRO DEV EXPENSES	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	34.82 .00
16713 9/23	04/28/23 pquintan	09000	01202320100		20580	1039 ADMN TRAVEL EXP	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	35.00 .00

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RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR CASH ACCT	P/F ORG UNIT	ACCOUNT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
16716 9/23	04/28/23 pquintan	09000		01202520400	20610	1039 SRS SUPPLIES	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	99.95 .00
16721 9/23	04/28/23 pquintan	09000		01202520400	20610	1039 SRS SUPPLIES	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	44.99 .00
16719 9/23	04/28/23 pquintan	09000		01202520500	20610	1039 PDO SUPPLIES	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	99.95 .00
16711 9/23	04/28/23 pquintan	09000		01202520500	20610	1039 PD SUPPLIES	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	133.71 .00
16728 9/23	04/28/23 pquintan	09000		01202580200	20650	1039 PS GOOGLE SUITE	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	108.00 .00
16730 9/23	04/28/23 pquintan	09000		01202580200	20650	1039 PS ASANA	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	134.90 .00
16731 9/23	04/28/23 pquintan	09000		01202580200	20650	1039 PS JIITBIT	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	249.00 .00
16723 9/23	04/28/23 pquintan	09000		01202580300	20320	1039 COOP MAILCHIMP	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	85.00 .00
16727 9/23	04/28/23 pquintan	09000		01202580300	20650	1039 COOP HEYZINE SOFTWARE	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	50.47 .00
16724 9/23	04/28/23 pquintan	09000		01202580400	20320	1039 SRS ATCLASSIN	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	10.00 .00
16729 9/23	04/28/23 pquintan	09000		01202800200	20580	1039 PS TRAVEL EXPENSES	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	370.89 .00
16715 9/23	04/28/23 pquintan	09000		01202800300	20580	1039 COOP TRAVEL EXP	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	35.00 .00
16712 9/23	04/28/23 pquintan	09000		01202800500	20330	1039 PDO PRO DEV	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	35.00 .00
16722 9/23	04/28/23 pquintan	09000		01202800600	20580	1039 IMAT TRAVEL EXP	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	35.00 .00
16725 9/23	04/28/23 pquintan	09000		01202800620	20580	1039 DEC TRAVEL EXPENSES	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	1,573.77 .00
16717 9/23	04/28/23 pquintan	09000		01202800620	20580	1039 DEC TRAVEL EXP	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	35.00 .00

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RECORD PERIOD	ENTERED ENTRY BY	PURCHASE OR CASH ACCT	P/F ORG UNIT	ACCOUNT ACCOUNT	ACCOUNT INVOICE	VENDOR DESCRIPTION	VENDOR NAME	CHECK DATE	1099 HOLD	SALES TAX USE TAX	AMOUNT DISCOUNT
16714 9/23	04/28/23 pquintan	09000		01202800620	20580	1039 DEC TRAVEL EXP	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	35.00 .00
16718 9/23	04/28/23 pquintan	09000		01203500500	20320	1039 PDO SAGE, CBPL	UNION BANK & TRUST COMPANY	05/04/2023	N Y	.00 .00	1,517.62 .00
TOTAL CHECK EFT00205											4,978.58
TOTAL BATCH											251,227.71
TOTAL REPORT											251,227.71

ESUCC Meeting Schedule for January 8-9, 2024.

DL Locations: ESU

Overflow/Work Room – Room G

January 8, 2024 11:00 AM-3:00 PM	Rule 84 Meeting (Rooms E-F) https://zoom.us/j/4995643911
January 9, 2024 8:00-8:45 AM	Information Services – (Rooms E-F) Zoom Sites: https://zoom.us/j/4995643911
January 9, 2024 9:00-9:45 AM	Educational Resources - (Rooms E-F) Zoom Sites: https://zoom.us/j/4215446870
January 9, 2024 10:00-10:45 AM	Legal Services - (Rooms E-F) Zoom Sites: https://zoom.us/j/4995643911
January 9, 2024 11:00-11:45 AM	Executive Committee - (Rooms E-F) Zoom Sites: https://zoom.us/j/4215446870
January 9, 2024 11:45 -12:30 PM	Lunch
January 9, 2024 12:30-3:30 PM	General Meeting - (Rooms E-F) Zoom Sites: https://zoom.us/j/4995643911

Zoom for ESUs, Staff and Friends

ESUCC – All meetings will use the same Zoom

Join from PC, Mac, Linux, iOS or Android: <https://zoom.us/j/4995643911>

Or iPhone one-tap (US Toll): +16465588656,,4995643911# or
+16468769923,,4995643911#

Or Telephone:

Dial: +1 646 558 8656 (US Toll) or +1 646 876 9923 (US Toll)
Meeting ID: 499 564 3911

International numbers available:

https://zoom.us/join?m=eYe_vRVzZZ9gDHcpjHGo7cYiSa9zqjWy

Or an H.323/SIP room system:

H.323:

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 499 564 3911

SIP: 4995643911@zoomcrc.com

Information Services	Education Resources	Legal	Executive
Technology/Coop	PDO, Student Services	Legislative (policies)	Executive/Finance
11:30-1:30 PM Central	1:45-2:45PM Central	3:00-4:00 PM Central	4:15-5:15 PM Central
X			X (Secretary)
X			
		X	X (President)
X	X		
		X	X (President-Elect)
X		X (Co-Chair)	
		X	X (Past President)
X (Co-Chair)	X		
		X	
X (Co-Chair)		X	
	X	X (Co-Chair)	
	X		
X		X	
X	X (Co-Chair)		
	X		X (Treasurer)
	X		
	X		
8	8	8	5

ESUCC
Information Services Committee Meeting
Tuesday, May 2, 2023, 8:00 AM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 4/26/23

Attendance Taken at 8:02 AM.

Bill Heimann (ESU 01):	Present
Ted DeTurk (ESU 02):	Present
Gregg Robke (ESU 04):	Absent
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.

2. Roll call

Call to order at 8:00 AM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana, Rhonda Eis, Scott Isaacson

3. Agenda Item

3.1. GEER Fund Update

About \$1.6 million of GEER II funding is available for additional robotics item purchases. ESUCC, NDE and the Governor's office agreed verbally on a scope of work, which was drafted into a contract. That contract has been signed and the purchasing process will open in May, 2023. The process will be to contact schools and ESUs who have unmet requests from the previous purchases in September, 2022, to confirm whether those items are still needed or the requests need to be adjusted. In addition, we have consulted with Nebraska VR/NDE and will be working with schools to determine needs for additional accessibility items to make the robotics items more accessible to students with special needs. After the requests are finalized, the orders for additional items will be placed in June, 2023 for fall delivery.

3.2. Future Ready Digital Learning Collaborative (FRDLC)

ESUs are continuing to implement Proofpoint Security Awareness Training with their schools. A review of data from the platform shows that 119 schools and ESUs with 14,145 users are registered as of May 1, 2023. Signup for Duo Security licensing opened March 1, 2023 via a Google sign up form and remains open because as of May 1, 2023, 1,380 licenses are 1,384 licenses are still available to receive the full subsidy. The pricing for those who have signed up so far is \$2 per user per year from March 30, 2023 - March 29, 2024; \$5 per user from March 30, 2024 - March 29, 2025; \$8 per user from March 30, 2025 - March 29, 2026; and estimated at \$11 per user from March 30, 2026 - March 29, 2027. We have submitted a proposal to continue the Software Innovation Network and Dorann Avey submitted a proposal for other Future Ready-related work, including support for the Canvas consortium. The current round of Innovation funds is July, 2022 through June, 2025, though proposed legislation on the use of lottery funds may change the time window and availability of the funds.

3.3. Cybersecurity

The Nebraska Infrastructure Investment and Jobs Act (IIJA) state committee opened applications for sub-grants on March 1, 2023 and accepted them through April 30, 2023. The IIJA state committee will meet May 11, 2023 and will begin the process of scoring the proposals received. After that meeting we will have a better idea of the timeline for awards being made. The ESUCC on behalf of NOC submitted a proposal for \$205,000 for a three-year project which will host the CSET security assessment tool and provide assistance to schools using the tool to conduct assessments, and additional support for Proofpoint implementation. If the project is funded, this additional assistance will be made available to all schools and ESUs in Nebraska. We are tracking the progress of LB638 (proposed by ESUCC), LB651 and LB635. It doesn't appear that those measures will be enacted in this session, but may lead to study of the issues.

3.4. SIMPL Report

3.5. Staff Reports

3.5.1. Scott Isaacson

Nothing more to report.

3.5.2. Andrew Easton

Digital Learning Director shared updates from his reports.

3.5.3. Rhonda Eis

Rhonda gave a brief report regarding OER, TLT Leadership, and the ESUCC website. She also explained how books are added to the library.

4. Next Meeting Agenda Items

Matt Hasting NSWER

5. Adjournment

Meeting adjourned at 8:36 a.m.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

Information Services Committee Meeting
Tuesday, May 2, 2023 8:00 AM
ESU No.10
76 Plaza Blvd
Kearney, NE 68845

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

May, 2023

Governor's Emergency Education Relief (GEER)

About \$1.6 million of GEER II funding is available for additional robotics item purchases. ESUCC, NDE and the Governor's office agreed verbally on a scope of work, which was drafted into a contract. That contract has been signed and the purchasing process will open in May, 2023. The process will be to contact schools and ESUs who have unmet requests from the previous purchases in September, 2022, to confirm whether those items are still needed or the requests need to be adjusted. In addition, we have consulted with Nebraska VR/NDE and will be working with schools to determine needs for additional accessibility items to make the robotics items more accessible to students with special needs. After the requests are finalized, the orders for additional items will be placed in June, 2023 for fall delivery.

Future Ready Digital Learning Collaborative (FRDLC)

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Committee Report

PROJECT NAME: Digital Learning, Distance Learning, and Communication

PROJECT DIRECTOR: Andrew Easton

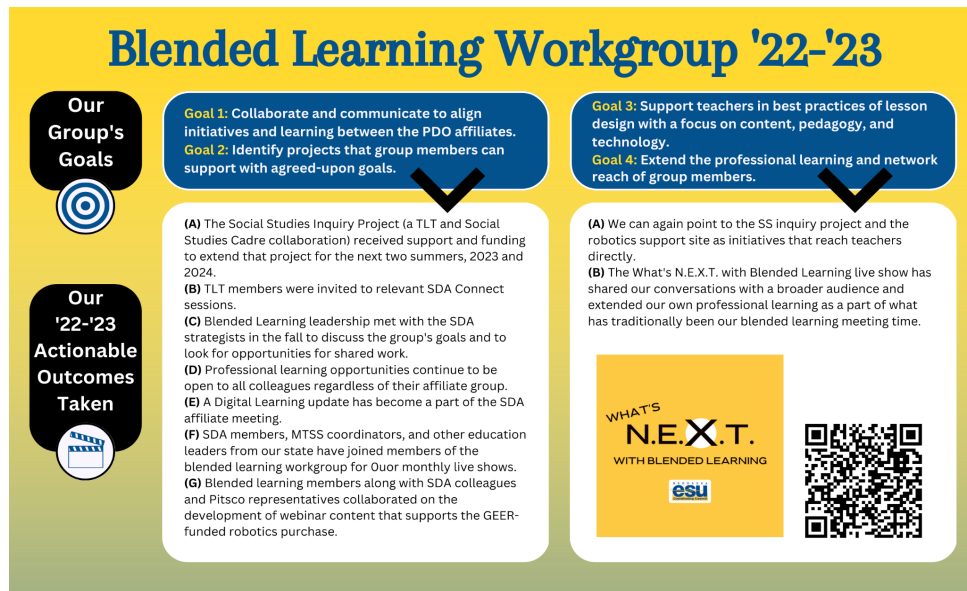
REPORT PERIOD: April 2023

COMMITTEE REPORT: DIGITAL LEARNING COORDINATOR

Digital Learning Efforts (Across TLT, SDA, and more)

- **The Social Studies Inquiry Project**
 - [ESUCC Page for Social Studies Inquiry Work](#)
 - We have our educator numbers and locations finalized for the 2023 project.
 - Host Sites: ESU 8, ESU 10, ESU 13, History Nebraska
 - **Rhonda Eis** has led the effort to house documents related to this initiative and she also created [this template for inquiry projects](#) to make loading it into the OER easier and less time consuming.
 - Currently working on arranging lodging, meals, mileage forms, etc. Big thanks to **Deb Hericks** for her help and guidance with these details!
- **The #SocialPD Stories** team has continued to create, revise, and re-promote content from past stories and share them via our social media platforms.
 - **NEW Content from April:** [Inclusion: A Diverse and Welcoming Environment for All](#) from Eileen Barks of ESU 2
 - **NEW Content from April:** [ChatGPT in Education](#) from Lynne Herr of ESU 6
- **The ESUCC Nebraska PowerSchool Cooperative**
 - Collaborated with **Becky Sosalla** on the development of our [End-of-the-Year Nebraska PowerSchool consortium social media post](#).
- **The 2023 Digital Citizenship Symposium** concluded for the '22-'23 school year on March 24th.
 - All resources are still available at bit.ly/NEDigCit
 - Impact Totals:
 - 201 Certificates awarded K-12
 - 132 Contest entries K-12
 - [One contest winner example](#)

- **The Blended Learning Workgroup** took several strides in living out their new purpose statements:
 - o A recap of the '22-'23 blended learning workgroup goals and outcomes...



- o Blended Learning workgroup has started discussing how to further their efforts and impact in the '23-'24 school year. The focus is likely to include...
 - Revising our [Blended Learning Rubric](#)
 - Looking for opportunities to come alongside efforts to integrate UDL practices into HQIMs and/or Tier 1 MTSS supports (see most recent [What's N.E.X.T. live show](#)).
- o [This month's What's N.E.X.T. with Blended Learning live show](#) illustrated the connections between UDL and HQIMs while also pointing to the CBPL effort as essential work in support of these efforts.
 - Special thanks to Deb Paulman and Lane Swedberg of ESU 16 and NDE's Dorann Avey for being guests on the show!
- **The ESUCC GEER-Funded Robotics Purchase**
 - o PITSCO will be on-site at the May TLT meeting with all the robotics purchases from [the ESUCC catalog](#)
 - o PITSCO will also deliver a breakout session during May PDO.
 - o **Award winning collaboration**

Distance Learning, NVIS, and VFT

- Progress on the NVIS update continues through Scott Isaacson and our programming team.

Collaborations

- Took part in conversations regarding professional learning for the TLT affiliate in the 2023-2024 school year. We will be learning from educator John Meeham about engagement strategies and resources available through their site, [EMC2 Learning](#).
- Continued conversations and planning for the **Future Ready Nebraska 2023 Conference**.
 - o Conference Dates: **June 12 and 13, 2023 at Lincoln SWHS**
 - o **Registration is FREE:** <https://nefutureready.com/>
 - o Sessions are set and being loaded to the site.
- Continued to be a part of the Curriculum Based Professional Learning (CBPL) AdHoc Advisory Group
- Continued to be a part of the **Bold Steps: Influence** Committee
- Will begin attending **Bold Steps: Invest** Committee Meetings

Professional Development

- Attended ESU 3's iTUG meeting
- Took part in weeks 1 & 2 of Matt Miller's *AI for Educators Online Course*

Professional Development Presentations

- None

ESUCC Podcast and Social Media

- Created and posted this month's edition of **The ESU Review**
 - Created 5 new episodes of [The Good Life EDU](#) podcast
 - o Shows:
 - **Episode 128: ???**
 - **Episode 127:** [The Metropolitan Omaha Educational Consortium](#) with Dr. Martha Bruckner
 - **Episode 126:** [Navigating the Present and Preparing for the Future of AI in Education](#) with Matt Miller
 - **Episode 125:** [The Journey to Inclusion: Equity for All Learners at Every Level](#) with Dr. Amy Rhone
 - **Episode 124:** [A Conversation on Nebraska's New Data Literacy Standards for Mathematics](#) with Shelby Aaberg, Heidi Rethmeier, and Trever Reeh
 - o **Podcast Data**
 - Nearly 30,000 total downloads since the show began in 2020
 - 1,000+ Downloads in April.
 - Listener retention across all episodes in April was 91%
 - Invested in Twitter promotional efforts.
 - o Twitter Followers
 - April **####s**
 - March 1443 (+16)
- Reach: 17.6K

- February 1427 (+12) Reach: 14.1K
- January 1415 (+13) Reach: 13.6K
- 2023**
- December 1402 (+7) Reach: 5.6K
- November 1395 (-8) Reach: 6K
- 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.

- Page Likes/Followers

- April #####
 - March 564 (+6)
 - February 559 (+4)
 - January 555 (+2)
 - 2023**
 - December 553 (+0)
 - November 553 (+0)
 - October 553 (+7)
 - 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)



Committee Report

PROJECT NAME: Digital Learning - Instructional Materials
PROJECT COORDINATOR: Rhonda Eis
REPORT PERIOD: May 2023

Quick Links

- [Nebraska OER | OER Commons](#)
- [ESU PD Library](#)

ESU PD Library

Collection Detail

- Ebooks - 263
- Audiobooks - 100
- Account balance - \$4,982
- Request for new books - [Form Link](#)

Usage Report - May 2022- April 2023

63	239	35
Total unique users	Total checkouts	Total holds
Ebook	119	10
Audiobook	120	25

Compared to last year's statistics, we are had a about a 15% increase in users and total check outs.

Top Titles for 2022-22

- Hope Rising
- Atomic Habits
- Cybersecurity Program Development
- Dare to Lead
- Reality Based Leadership
- Inclusive Learning 365
- UDL and Blended Learning

OER

Gearing up for OER creation and curation with upcoming summer work.

- NDE will be working with CTE teachers in June.
- Social Studies Inquiry Project will continue with new resources being uploaded this summer.

ESUCC Website

- New posts to highlight
 - [ESUCC Receives Awards at the AEPA Spring Meeting 2023](#)
 - [Nebraska Digital Citizenship Symposium and Contest 2023](#)
 - [ESUCC Cooperative Purchasing Interlocal Agreements](#)

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

ESUCC
Educational Resources Committee Meeting
Tuesday, May 2, 2023, 9:00 AM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 4/26/23

Attendance Taken at 9:00 AM.

Gregg Robke (ESU 04):	Absent
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):	Absent

1. Call to Order

Notice to visitors: To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.

Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site and host site.

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

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.

2. Roll Call

Call to order at 9:00 AM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana, Scott Isaacson

3. Agenda Item

3.1. Special Populations

3.1.1. NDE Special Education Update

Amy Rhone, NDE was present to give updates from Special Education NDE. District and PRT Performant Reports will be populated for ILCD and PRTS in May. The NECounts and District Annual Determination Guide and Public Comment Form are merging together and currently open for Public Comment until May 12. Maintenance of Efforts Compliance submission closes on May 17th. Over 85% of schools have not uploaded as of this meeting. GOLD checkpoints are due on May 31st. GOLD trainings are being planned for July for new teachers and administration.

3.1.2. ESPD Report

ESPD is meeting today.

3.1.3. Mental Health and Wellness

3.1.3.1. 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

Registration for the 2023 Nebraska School Mental Health Conference is Now Open!

To register, click [here](#).

Conference Details:

June 7th-8th, 2023

Younes Conference Center North

707 Talmadge Street Kearney, NE 68845

The Nebraska Mental Health Conference is on June 7th and 8th at the Younes Conference North.

3.1.4. SRS Staff Report

The SRS team continue to work with our contractor X-Eqt on the SRS software update. The update modernizes the look and feel of the application, provides easier navigation and improves the consistency of controls and elements on the screens. The initial work is scheduled to be finished next week. We and X-Eqt have begun testing the updates. Heavy testing will continue from now until the planned release on the first week of July, 2023. As our internal testing progresses, we will reach out to users for their help testing the system in the ways they use it.

Our team is working in the system and with users to prevent, find and correct ADVISER reporting errors, as much automatically, in preparation for the June reporting window.

3.2. PDO (Professional Development Organization)

3.2.1. High Quality Instructional Materials Support (HQ-IM)

Marissa Pazant, NDE was present to share updates on HQIM.

3.2.1.1. Curriculum Based Professional Learning Needs Assessment

Curriculum Based Professional Learning needs assessment will be held on May 4.

3.2.2. SDA Report

SDA Affiliate is meeting today and have shared a written report.

3.2.3. PDO Meetings

PDO meets this week. The CBPL assessment will be on Thursday.

3.2.4. NDE Updates

Amy Rhone shared the NDE updates. The May/June NDE Talking Points are ready. The Coherence Project team held listening sessions with each ESU. There is a NeMTSS framework has created a question/answer document. There is a need for educators to work with the NSCAS for this summer's workshops. There will be team leaders training in June. Updates from the SEED team, Accountability and School Mental Health offices. Dr. Kim Snyder will be retiring on June 1, 2023. There will be a celebration for Kim on May 24, from 2-5 at the NDE Offices.

3.2.5. Monthly Talking Points

The May/June Talking Points are available for review.

4. Next Meeting Agenda Items

5. Adjournment

The meeting adjourned at 9:28 AM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

Educational Resources Committee Meeting
Tuesday, May 2, 2023 9:00 AM
ESU No.10
76 Plaza Blvd
Kearney, NE 68845

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Special Populations
Committee Chair

3.1.1. NDE Special Education Update
Amy Rhone

3.1.2. ESPD Report
Lona Nelson-Milks

3.1.3. Mental Health and Wellness
Committee Chair

3.1.3.1. Nebraska Mental Health Conference
Committee Chair

3.1.4. SRS Staff Report

3.2. PDO (Professional Development Organization)
Committee Chair

3.2.1. High Quality Instructional Materials Support (HQ-IM)
Committee Chair

3.2.1.1. Curriculum Based Professional Learning Needs Assessment
Committee Chair

3.2.2. SDA Report
SDA Affiliate Chair

3.2.3. PDO Meetings
Committee Chair

3.2.4. NDE Updates
Shirley Vargas

3.2.5. Monthly Talking Points
Executive Director

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

SRS Staff Report

May, 2023

We continue to work with our contractor X-Eqt on the SRS software update. The update modernizes the look and feel of the application, provides easier navigation and improves the consistency of controls and elements on the screens. The initial work is scheduled to be finished next week. We and X-Eqt have begun testing the updates. Heavy testing will continue from now until the planned release on the first week of July, 2023. As our internal testing progresses we will reach out to users for their help testing the system in the ways they use it.

Our team is working in the system and with users to prevent, find and correct ADVISER reporting errors, automatically as much as possible, in preparation for the June reporting window.



NDE-ESUCC

Communication Process



May/June 2023: Talking Points Summary for NDE and ESUs



NeMTSS
FRAMEWORK



Coherence Project Updates



NeMTSS
FRAMEWORK



NDE and ESU Coherence Discussions: Questions and Responses

Questions	Responses
Involvement	
Can I ask why these specific departments are a part of this and others might not be as involved? Who or what is missing when we talk about coherence and being inclusive in our thinking? What about EL, PreK, etc? What about individuals involved in the work that supports the Mental Health Grant?	This work started with the Office of Teaching, Learning, and Assessment working with Instruction Partners. Through various conversations at NDE, leaders were recognizing a disconnect in work that should be connected. This led to the need for data from internal NDE staff, ESU staff, and district staff. With that information, the need for coherence was more clearly recognized. There needed to be a starting point, which was with the following offices: Special Education; Coordinated Student Support Services; Teaching, Learning, and Assessment; and Coordinated School and District Support. This was intentional due to the work that was currently occurring and the data obtained to guide the work of coherence. Special Education was involved because it was determined the Nebraska MTSS framework was a means by which we could develop a common language and approach, especially since it was the most built out and is supported through a regional model. The Office of Teaching, Learning, and Assessment, the office in which the work began, identified the need to more effectively infuse the importance of HQIM in Tier 1 Core instruction. The Office of Coordinated School and District Support played an important role by amplifying the need to elevate the processes for school improvement. There is no intent to keep it to these four offices, this was a beginning point. There was more broad input from various stakeholders at all levels (NDE, ESU, Districts/Programs) during the process of revising the NeMTSS Framework Document and creating the Shared Glossary. As we journey through the Coherence Project, we will continually analyze the involvement of all types of stakeholders at all levels. The Mental Health Grant is an initiative from the Office of Coordinated Student Support Services, one of the offices involved. This work with the mental health grant is an important example of the need to continue identifying staff within and outside of the agency. We will work more strategically to ensure she is aware of the Coherence Project and try to find all the connections we can to best support ESUs and districts moving forward

NDE and ESU Discussions: Spring 2023



NeMTSS
FRAMEWORK



Teaching & Learning:



Teaching & Learning:

- We're still in need of educators to participate in this summer's NSCAS item development workshops. Please use this link for more information.
- The second cohort of the Math Acceleration Project is wrapping up this spring. Instruction Partners has shared some preliminary data that shows significant growth in math achievement of students from participating schools:
https://docs.google.com/presentation/d/11S_csYBCSNTpaVOdfo63-FbdSpHFFdkuAgKXZ1_tSxs/edit?usp=sharing. For more information, please contact marissa.payzant@nebraska.gov.

Office of Accreditation, Accountability, and Program Approval



Upcoming Team Leader Trainings:

Join the NDE Accreditation team for a day of knowledge building for serving as a Nebraska Continuous Improvement on-site visit Team Leader. This session is for both experienced and novice Team Leads, and team members. Time will be devoted to exploring the new Host School / Team Leader Responsibilities Handbook, prepping for the visit, and building the team and their capacity. Conducting focus group interviews, visiting classrooms, and compiling evidence for the External Report will also be covered.

June 12, 2023 - ESU 10 Kearney (9 a.m. to 3 p.m.) [ESU 10 - Registration](#)

June 13, 2023 - ESU 13 Scottsbluff (9 a.m. to 3 p.m.) [ESU 13 - Registration](#)

July 14, 2023 - ESU 3 LaVista (9 a.m. to 3 p.m.) [ESU 3 - Registration](#)



The SEED Team would like to thank all our ESU and NDE colleagues who attended one of the Educator Effectiveness Mini-Summits this year. We look forward to continued conversations about using both student and adult data to drive continuous improvement.

- The Every Student Succeeds Act (ESSA) requires districts to address disparities in their data showing that minority and students of poverty are disproportionately served by inexperienced, ineffective, and out-of-field teachers. Stay tuned for more information regarding this ESSA requirement.



School Improvement

- CSI applications were due on April 27th! All 40 CSI schools will receive federal funds based on a competitive process.

If you missed the April SDA session, here is the [PPT Day 1](#), [PPT Day 2](#), and [Agenda with links](#)

Accountability

- A required amendment to the current ESSA plan detailing changes to federal accountability will be submitted to the USDOE in June.
- The integration of student discipline data as required by Nebraska statute [LB 79.760.06](#) will begin with the 2022-23 accountability cycle. The 2022-23 school year will serve as a baseline year for data collection and reporting only. Discipline data will not be combined in the 22-23 school year accountability indicators.
- The TAC is meeting May 11 will review ELPA 21 scores for the purpose of state accountability

Office of Coordinated Student Support Services



School Mental Health: 40 Developmental Assets Training being held virtually May 31, 2023 from 11:30-1:00 pm. Developmental assets training provides a broad perspective on the strengths and resources of young people. Workshop will address the 40 internal and external resources to protect youth from risks and promote thriving. Participants will gain understanding of their opportunities to build youths' assets and foster resiliency.

Support for Students Exposed to Trauma (SSET) is designed to help schools and school systems that may not have access to a school-based clinicians. Designed with and for teachers and nonclinical school counselors, this program targets students in 5th grade and above who have experienced trauma. Three virtual SSET facilitator trainings will be held this summer - June 19th and 20th ; July 19th- 20th; July 24-25th.

Office of Special Education



District & PRT Performance Reports will be populated on ILCD (in the NDE portal) for districts and PRTs to review in May. This gives Districts and PRTs the opportunity to notify us of any discrepancies in your data prior to public reporting on June 1st.

- **District & PRT Determinations** will be publicly reported on NEP on June 1st

The NECounts and District Annual Determination Guide and Public Comment Form are available on our website (or will be available on our website) on the Public Reporting Page. The technical guide we propose to use to NECounts and District Annual Determinations for 2023 is open for public comment until May 12th, 2023

Office of Special Education



Maintenance of Effort (MOE) -

Please see the [linked presentation](#) as a resource to all when submitting the MOE Compliance Standard.

The 2021-22 MOE Compliance submission closes May 17th. Over 85% of districts have not submitted yet. We encourage you to still submit potential exceptions & 50% adjustment if you have not met MOE in all 4 methods and/or even if you have met MOE in all 4 methods, still includes capital expenditures in Exception D. This will all lower target/levels going forward.

Please be watching as the 2023-24 IDEA GMS application will be ready to go by May 16th, closing June 30. This is not a flexible due date and if not met, could potentially limit availability of funding.

If later in the school year your 22-23 IDEA amendment to use unneeded Non-Public “carryover” balance for your public student special education services, the funds are not physically moved in the application, so the public transactions need to be coded to #6412/#6423 and claimed from those categories within GMS. With the claim, make note that you have an approved amendment for using the non-public funds for public use.

Office of Special Education



- Here are some **GOLD** updates as we approach the final months of the 22-23 school year.
 - An End of the Year Clean Up Guide will be sent out to all GOLD Administrators in the beginning of May. This document will provide guidance on steps to start generating and saving your final reports and begin organizing your GOLD accounts to prepare for next year.
 - Please make sure that there is at least one GOLD administrator and if applicable, indicate an OSEP administrator should we need to contact someone. Please make sure administrators listed have a working email address and phone number, listed within your school district or entity's program on your program or site's GOLD account.
 - Delete any GOLD administrator profiles that are no longer active in your program
- Just a reminder that spring checkpoints are due May 31st

We also want to mention that GOLD trainings are being planned for July for new teachers and administrators, so please be watching for those and be thinking about that as new staff are being hired. Although it is not required to get Gold training, this training will help users get associated with the platform and the Gold assessment process in supporting and improving outcomes for our youngest learners in our state. If you have any questions, please feel free to reach out to TS GOLD Helpdesk at tsgold@nebraskacloud.org.

After many dedicated years of service at the NDE, Dr. Kim Snyder, Director of Statewide Teacher and Principal Support, is retiring!
But is she *really* retiring???



While Dr. Snyder's official last day is June 1, 2023, and she will not be going far – come celebrate her move to the higher education world, at Wayne State College! 😊 **Her farewell reception will be held on Wednesday, May 24, from 2-5pm CST at the NDE Office 2FL Atrium (500 S. 84th St., Lincoln, NE 68510).**

Save the Date



NEBRASKA SCHOOL MENTAL HEALTH CONFERENCE

The Nebraska School Mental Health Initiative was launched to promote strong mental health services in our schools; to provide resources and training to increase access; and to promote early intervention and wrap around services for youth and families.

We hope you'll join us in 2023! Conference and keynote information coming soon!

June 7th & June 8th, 2023

Younes Conference Center North in Kearney, NE

ESUCC
Legal Committee Meeting
Tuesday, May 2, 2023, 10:00 AM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 4/26/23

Attendance Taken at 10:00 AM.

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

Attendance Update Taken at 10:10 AM.

Drew Harris (ESU 09): Present

1. Call to Order

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Closed Session:

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The meeting was called to order at 10:00 AM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana, Scott Isaacson, Craig Peterson, Colleen Lentz

2. Roll Call

3. Consent Agenda Items

Discuss consent agenda to be approved.

Approve consent agenda items listed Passed with a motion by Wheelock, Melissa (ESU 10) and a second by Polk, Larianne (ESU 07).

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 SchoolsPLP

3.1.2. Special Buy agreement with Nearpod

3.1.3. Approve AEPA 2021.5, 2021.75 and 2022.5 Extensions

1. 021.5B - BMS Cat LLC

2. 021.5B - ServiceMaster of St. Cloud, Inc.

3. 021.5B - Signal Restoration Services

4. 021.5C - E-Rate Consulting Services

5. 021.5C - E-Rate Elite Services Inc.

6. 021.5C - Kellogg & Sovereign Consulting

7. 021.5C - Solix, Inc.

8. 021.5C -Tel/Logic Inc. dba E-Rate Central

9. 021.5D - Kajeet Inc.

10. 021.75 - Carrier Corp.

11. 021.75 - Flaghouse, Inc.

12. 2022.5-B - Blick Art Materials

13. 2022.5-B - Midwest Technology Products

14. 2022.5-B - Pitsco Education, LLC

15. 2022.5-C - Hubert

3.1.4. Approve AEPA 2023.5 solicitation contracts

1. 2023.5-B - WV Kompan, Inc.
2. 2023.5-B - RCP Shelters
3. 2023.5 - Romtec, Inc.

3.1.5. Addendum to Special Buy agreement with Securly

4. Agenda Item

4.1. COOP

4.1.1. Coop Strategic Plan

4.1.2. Approve Interlocal Agreement with Lincoln Electric System for Cooperative Purchasing WHEREAS, on May 2, 2023, 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 Lincoln Electric System 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 2nd day of May, 2023.

Discussed the interlocal agreement with Lincoln electric systems for approval.

Approve Interlocal Agreement with Lincoln Electric System for Cooperative Purchasing Passed with a motion by Calvert, Paul (ESU 15) and a second by Poppert, John (ESU 11).

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. Authorize Executive Director to approve/sign contracts during the months of May, June, July, August

Discussed to authorize the Executive Director to approve/sign contracts during the months of May, June, July, August

Authorize Executive Director to approve/sign contracts during the months of May, June, July, August Passed with a motion by Schnoes (NE), Dan (ESU 03) and a second by Skretta, John (ESU 06).

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)

The Program Assistant gave data updates.

4.2. Legislative Updates

Discussed legislative updates.

4.2.1. Bromm's Updates

Not present to report.

4.2.1.1. Non-Public Support

Discussed the legislative bill regarding the textbook loan program.

4.2.1.2. Cybersecurity

4.3. Policies and Procedures

5. Next Meetings Agenda Items

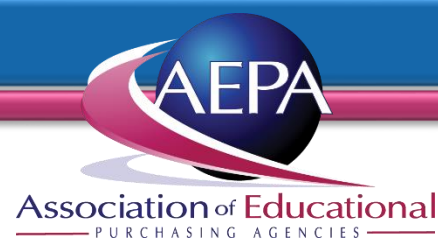
6. Adjournment

The meeting adjourned at 10:48AM.

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

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AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5 Category: Disaster Recovery

Vendor Name: Service Master

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

Contracts and Sales

How many participating states signed contracts this year? If not, why? 16

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 683,398

Year 2 \$ 30,003

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

[Click or tap here to enter text.](#)

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☐ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes

☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:
Click or tap here to enter text.

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner’s marketing practices? ☒ Yes ☐ No

Comments:
Not hearing from them or receiving marketing materials

Recommendation:

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
Work with the Member States creating a marketing plan.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Anna Marie Hollander-MI

Committee Member: Hope Hardin-Borbely-IL

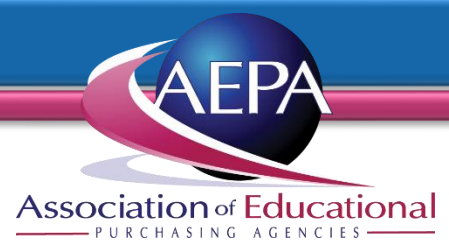
Committee Member: Patricia McKim, MA

Committee Member: Joni Puffett-IA

DocuSigned by:

Anna Marie Hollander

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AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5 Category: Disaster Recovery

Vendor Name: Signal

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

Contracts and Sales

How many participating states signed contracts this year? If not, why? 16

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 0

Year 2 \$ 0

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☒ Yes ☐ No If yes, explain below.

Not hearing from them or receiving marketing materials. Not receiving admin fee.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☐ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes

☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☐ Yes ☒ No

Comments:

There have been no sales

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

☐ Yes ☒ No

Comments:

[Click or tap here to enter text.](#)

Recommendation:

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
Work with the Member States on creating a marketing plan. And resolve admin fee issue.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

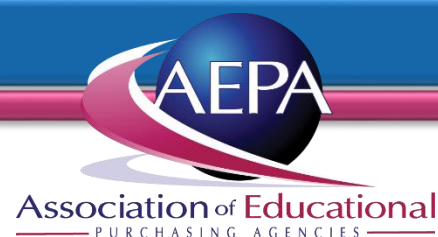
Category Chair – Name & Signature: Anna Marie Hollander

DocuSigned by:
Anna Marie Hollander
96907CC1E8A14CA...

Committee Member: Hope Hardin-Borbely, IL

Committee Member: Patricia McKimm, MA

Committee Member: Joni Puffett, IA



AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5 Category: Disaster Recovery

Vendor Name: BMS Cat

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

Contracts and Sales

How many participating states signed contracts this year? If not, why? 20

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 0

Year 2 \$ 0

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

[Click or tap here to enter text.](#)

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication

☐ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes

☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☐ Yes ☒ No

Comments:

There have been no sales

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? ☒ Yes ☐ No

Comments:

Not hearing from them or receiving marketing materials

Recommendation:

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
Working with the Member States on marketing plan.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Anna Marie Hollander

DocuSigned by:
Anna Marie Hollander
96907CC1E8A14CA...

Committee Member: Hope Hardin-Borbely, IL

Committee Member: Patricia McKim, MA

Committee Member: Joni Puffett, IA

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C Category: E-Rate Consulting Services

Vendor Name: E-Rate Elite Service

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

Contracts and Sales

How many participating states have signed contracts this year? If not, why?

10

How many of participating AEPA states had sales this year?

1

Provide historical sales for all applicable contract years.

Year 1 \$23,500

Year 2 \$0

Year 3 \$

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below. ☒ Yes ☐ No

Members comments: E-Rate companies are paid upon success of the E-Rate application. This is reason why sales are hard to predict and report. No sales with vendor but feel it is important to have the category for when there is a need.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☐ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☐ Yes ☒ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Members comments: Good category to have if districts decide to utilize; Hoping to do business in the future; Affording them the opportunity to pick up accounts in New Mexico.

Marketing

Is there a proactive marketing plan in place? ☐ Yes ☒ No

Is there evidence that the sales force actively markets the AEPA contract? ☐ Yes ☒ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

☒ Yes ☐ No

Comments:

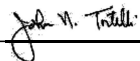
Members comments: Need to improve marketing in New Mexico; Lack of communications/marketing of the contract; No sales with vendor but feel it is important to have the category for when there is a need.

Recommendation: (Check for your selection)

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
To improve their marketing and communication about the products and services that they can provide to Members.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and **John Tortelli NM**

Signature:



Committee Members: **Steve Griggs MO**

Anna Marie Hollander MI

Rob Naughton OR

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C: Category: E-Rate Consulting Services

Vendor Name: Kellogg & Sovereign Consulting

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

Contracts and Sales

How many participating states have signed contracts this year? If not, why?

10

How many of participating AEPA states had sales this year?

0

Provide historical sales for all applicable contract years.

Year 1 \$0

Year 2 \$0

Year 3 \$

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below. ☐ Yes ☒ No

Members comments: E-Rate companies are paid upon success of the E-Rate application. This is reason why sales are hard to predict and report. Hoping to do business in the future. I am only renewing because they handle our own eRate reporting. I do not hear from them or receive any marketing material. I am not aware of any sales efforts.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☒ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Members comments: I am only renewing because they handle our own eRate reporting. I do not hear from them or receive any marketing material. I am not aware of any sales efforts.

Marketing

Is there a proactive marketing plan in place? ☐ Yes ☒ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

☒ Yes ☐ No

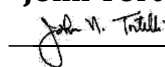
Comments:

Members comments: No sales with vendor but feel it is important to have the category for when there is a need. Lack of communications/marketing of the contract. No Marketing material.

Recommendation: (Check for your selection)

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
To improve their marketing and communication about the products and services that they can provide to Members.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and Signature: **John Tortelli NM**



Committee Members: **Steve Griggs MO**

Anna Marie Hollander MI

Rob Naughton OR

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C Category: E-Rate Consulting Services

Vendor Name: Solix, Inc.

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

Contracts and Sales

How many participating states have signed contracts this year? If not, why?

10

How many of participating AEPA states had sales this year?

0

Provide historical sales for all applicable contract years.

Year 1 \$0

Year 2 \$0

Year 3 \$

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below. ☐ Yes ☒ No

Members comments: We have had no sales reported, however, most E-Rate companies are paid upon success of the E-Rate application; Hope for new business; Good company and products. Good category to have if districts decide to utilize. Two AEPA Members are uncertain of signing contract.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☒ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Members comments: No sales reported, most E-Rate companies are paid upon success of the E-Rate application; Hoping to do business in the future, Affording them the opportunity to pick up accounts in New Mexico.

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? ☐ Yes ☒ No

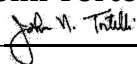
Comments:

Members comments: Need to improve marketing in New Mexico; No sales with vendor but feel it is important to have the category for when there is a need; Lack of communications/marketing of the contract.

Recommendation: (Check for your selection)

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
To improve their marketing and communication about the products and services that they can provide to Members.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and Signature: **John Tortelli NM**



Committee Members: **Steve Griggs MO**

Anna Marie Hollander MI

Rob Naughton OR

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-C Category: E-Rate Consulting Services

Vendor Name: TelLogic Inc dba E-Rate Central

This is the Vendor's 3 contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 23

Contracts and Sales

How many participating states have signed contracts this year? If not, why?

11

How many of participating AEPA states had sales this year?

1

Provide historical sales for all applicable contract years.

Year 1 \$54,900

Year 2 \$34,000

Year 3 \$

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? If yes, explain below. ☐ Yes ☒ No

Member comments: Contract with a majority of school districts in New Mexico. Currently have done \$100,000 this fiscal year. Hoping to do business in the future. The E-Rate Central team contacted me with an Illinois charter school interested in using the contract before we signed the agreement. This opened the door of conversation with our internal team, and through consultation, it served this institution in the best way. We hope to continue getting support for the usage of the contract in the future with additional schools.; Good category to have if districts decide to utilize. Most E-Rate companies are paid upon success of the E-Rate application.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication

☒ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?
☐ Yes ☒ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Member comments: Volume will increase after the Form 471 window closes March 28, 2023. Appreciated the communication and transparency of the services with our team as we evaluated adding the agreement to our portfolio. No sales with vendor but feel it is important to have the category for when there is a need.

Marketing

Is there a proactive marketing plan in place? ☐ Yes ☒ No

Is there evidence that the sales force actively markets the AEPA contract? ☐ Yes ☒ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?
☒ Yes ☐ No

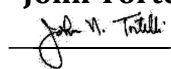
Comments:

Member comments: Need marketing materials. No communications about the contract. Lack of communications/marketing of the contract. Volume will increase after the Form 471 window closes March 28, 2023.

Recommendation: (Check for your selection)

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
To improve their marketing and communication about the products and services that they can provide to Members.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Committee Chair and Signature: **John Tortelli NM**



Committee Members: **Steve Griggs MO**

Anna Marie Hollander MI

Rob Naughton OR

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.5-D Category: Mobile & Cellular Connectivity Solutions

Vendor Name: Kajeet, Inc.

This is the Vendor's 2nd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 27

Contracts and Sales

How many participating states signed contracts this year? If not, why?

25 State Member Agencies (SMAs) have current signed contracts with Kajeet. Four (4) SMAs do not have a signed contract citing state law, another contract, and not receiving a response.

How many participating AEPA states had sales this year?

20 states had sales.

Contract Volume as reported by AEPA Member States:

Year 1 \$ 2,996,822 (2021)

Year 2 \$ 2,762,149 (2022 Q1-Q4)

Year 3 \$

Are sales growing? ☒ Yes ☐ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☒ Yes ☐ No If yes, explain below.

Some SMAs would like to see more marketing materials/information about products and services under the contract that can be shared with their participating agencies.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☒ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Kajeet has been responsive to questions and marketing outreach. They are great to make connections with AEPA SMAs and providing information that can be helpful in marketing the contract.

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?

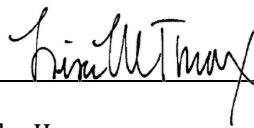
☐ Yes ☒ No

Comments:

Recommendation:

- ☒ The Committee recommends **contract extension** with the Vendor Partner.
- ☐ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Lisa Truax, MN



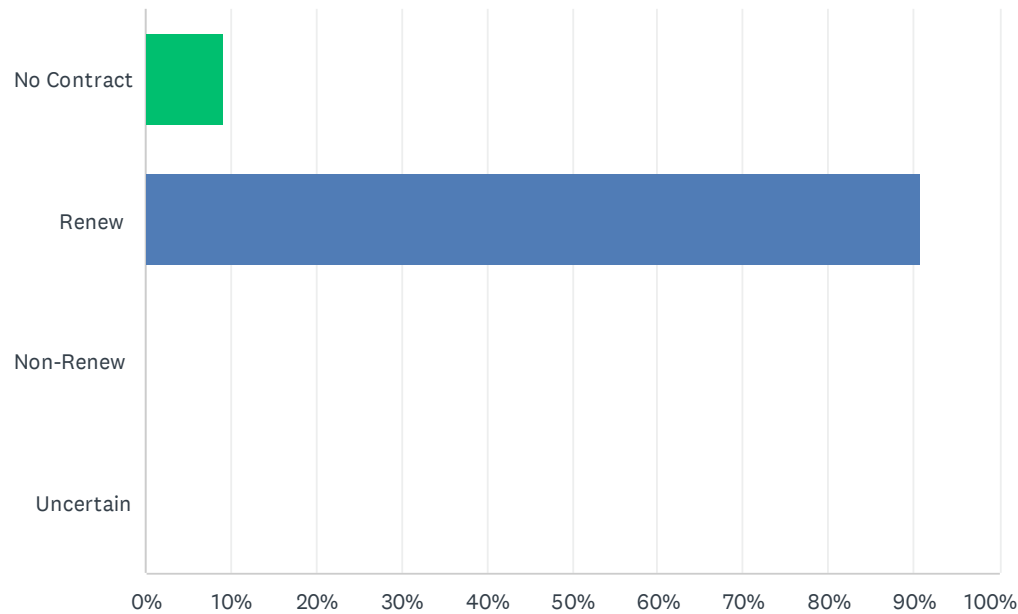
Committee Member: Hope Hardin-Borbely, IL

Committee Member: Craig Peterson, NE

Committee Member: Rob Naughton, OR

Q31 Kajeet, Inc.

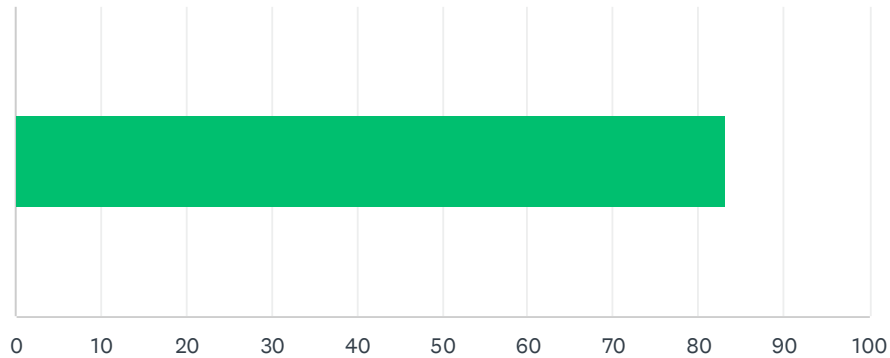
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	9.09%	2
Renew	90.91%	20
Non-Renew	0.00%	0
Uncertain	0.00%	0
TOTAL		22

Q32 Please indicate your overall satisfaction with Kajeet, Inc.

Answered: 19 Skipped: 4



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	83	1,579	19
Total Respondents: 19			

#		DATE
1	90	3/21/2023 3:25 PM
2	50	3/20/2023 12:07 PM
3	87	3/20/2023 9:10 AM
4	95	3/17/2023 3:19 PM
5	100	3/17/2023 1:15 PM
6	96	3/17/2023 12:09 PM
7	89	3/17/2023 11:34 AM
8	90	3/17/2023 7:27 AM
9	90	3/16/2023 2:19 PM
10	75	3/16/2023 11:11 AM
11	100	3/15/2023 8:50 AM
12	75	3/14/2023 8:59 AM
13	75	3/14/2023 8:45 AM
14	90	3/13/2023 3:55 PM
15	50	3/13/2023 1:26 PM
16	100	3/13/2023 1:15 PM
17	99	3/13/2023 12:50 PM
18	76	3/13/2023 12:49 PM
19	52	3/13/2023 12:49 PM

Q33 What factors influenced your decision to renew or non-renew a contract?

Answered: 10 Skipped: 13

#	RESPONSES	DATE
1	Have volume with Kajeet for \$61,000 for the current fiscal year.	3/21/2023 3:25 PM
2	Responsive to questions, marketing outreach	3/17/2023 1:15 PM
3	Already started project in WA and there is good demand for this category.	3/17/2023 12:09 PM
4	Hoping to do business in the future.	3/17/2023 7:27 AM
5	Great partner that has made a lot of effort to grow business.	3/16/2023 2:19 PM
6	Kajeet is great about making connections with the AEPA member states and providing information that we can use to help market them.	3/16/2023 11:11 AM
7	Appreciate the team and services provided. Looking forward to adding the new services to our catalog to help expand connectivity options in our rural and underserved areas across the state.	3/15/2023 8:50 AM
8	Service is a unique and needed area that can benefit my state	3/14/2023 8:59 AM
9	Sales and willingness to listen to needs.	3/14/2023 8:45 AM
10	Good useful contract that is being used	3/13/2023 3:55 PM

Q34 Additional feedback:

Answered: 2 Skipped: 21

#	RESPONSES	DATE
1	Need to increase marketing in New Mexico.	3/21/2023 3:25 PM
2	Would like to see more marketing/information about services under contract that I could share with schools	3/14/2023 8:59 AM



Association of Educational
PURCHASING AGENCIES

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.75 Category: HVAC and Mechanical Products and Solutions
Vendor Name: Carrier Corporation

This is the Vendor's 3rd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

Contracts and Sales

How many participating states signed contracts this year? If not, why? 22 states responded. 17 signed the renewal whereas 5 indicated no contract.

How many participating AEPA states had sales this year? 2 (CA & TX)

Contract Volume as reported by AEPA Member States:

Year 1 \$ 0

Year 2 \$ 5,741,864

Year 3 \$ 23,328,419

Are sales growing? ☒ Yes ☐ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

No marketing efforts, therefore no sales in many states are the biggest concern.

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

- ☒ Yes, Vendor representative initiates communication
- ☐ Yes, Vendor representative responds to calls, emails, etc.
- ☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA? ☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Vendor partner is very responsive. They have reputable brand nation-wide so has a potential of sales.

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?
☒ Yes ☐ No

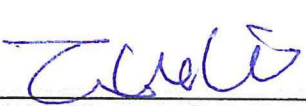
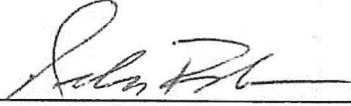
Comments:

Need a local rep in NE. Need to improve marketing in NM.

Recommendation:

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
More proactive marketing action and frequent communication with member states
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature:

 
Thomas Kim & Andrew Pickens

Committee Member: Tina Smith



Association of Educational
PURCHASING AGENCIES

AEPA Contract Extension Recommendation Form

Solicitation Number: 021.75 Category: HVAC and Mechanical Products and Solutions
Vendor Name: Flaghouse

This is the Vendor's 3rd contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

Contracts and Sales

How many participating states signed contracts this year? If not, why? **13 renewal, 6 no contract and 3 uncertain.**

How many participating AEPA states had sales this year? **0**

Contract Volume as reported by AEPA Member States:

Year 1 \$ 203,485

Year 2 \$ 0

Year 3 \$ 0

Are sales growing? ☐ Yes ☒ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

Lack of communication or marketing efforts. No sales

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

- ☒ Yes, Vendor representative initiates communication
- ☐ Yes, Vendor representative responds to calls, emails, etc.
- ☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:

Provided marketing material when the contract started, but none since then. Good contract category to keep with a potential demand.

Marketing

Is there a proactive marketing plan in place? ☐ Yes ☒ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?
☒ Yes ☐ No

Comments:

More active marketing efforts will be needed.

Recommendation:

- ☐ The Committee recommends **contract extension** with the Vendor Partner.
- ☒ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
More proactive marketing action and frequent communication with member states
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature:


Thomas Kim & Andrew Pickens

Committee Member: Tina Smith

AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5B Category: Career and Technical Education

Vendor Name: Blick Art

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

Contracts and Sales

How many participating states signed contracts this year? If not, why? 20

How many participating AEPA states had sales this year? 12

Contract Volume as reported by AEPA Member States:

Year 1 \$ 608,669

Year 2 \$ [Click or tap here to enter text.](#)

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☐ No ☒ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

[Click or tap here to enter text.](#)

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

- ☐ Yes, Vendor representative initiates communication
- ☒ Yes, Vendor representative responds to calls, emails, etc.
- ☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒Yes ☐No

Comments:

[Click or tap here to enter text.](#)

Marketing

Is there a proactive marketing plan in place? ☒Yes ☐No

Is there evidence that the sales force actively markets the AEPA contract? ☒Yes ☐No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? ☐Yes ☒No

Comments:

One member state commented they would like to see more marketing materials on a more consistent basis

Recommendation:

- ☒ The Committee recommends **contract extension** with the Vendor Partner.
- ☐ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
[Click or tap here to enter text.](#)
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Ken S. Swink



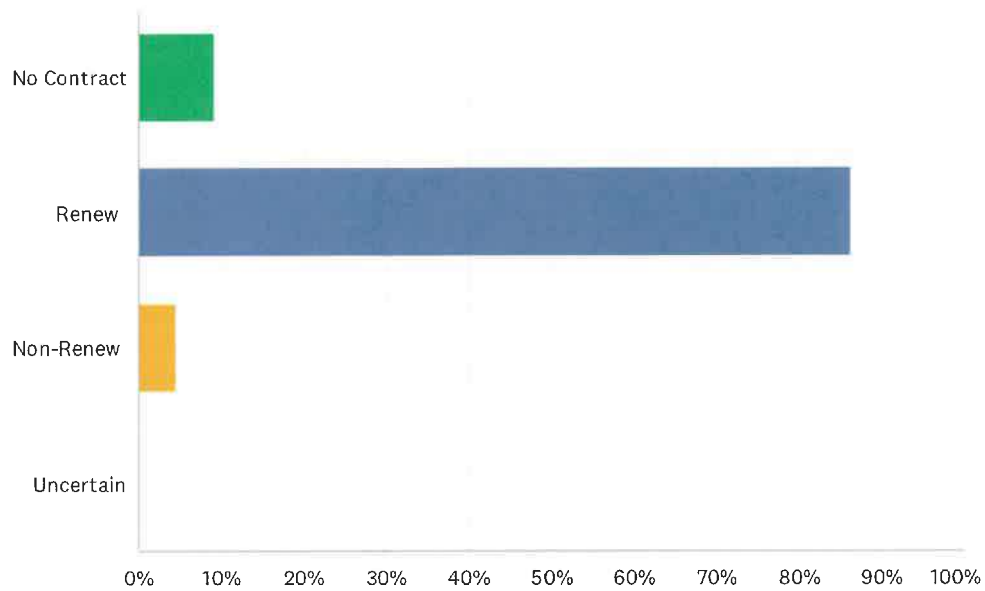
Committee Member: Hope Hardin Borbely

Committee Member: Scott Howard

Committee Member: [Click or tap here to enter text.](#)

Q43 Blick Art

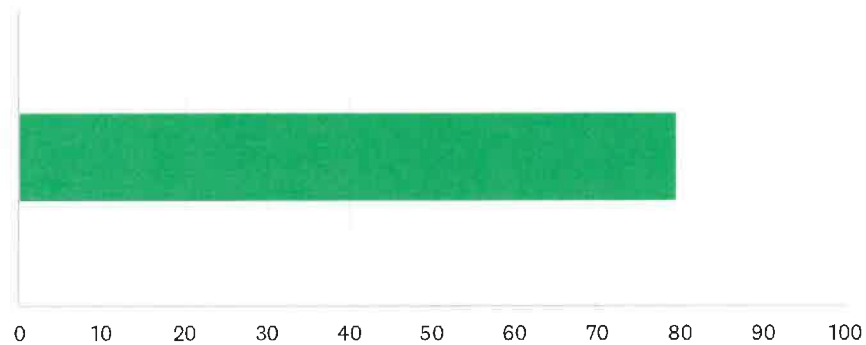
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	9.09%	2
Renew	86.36%	19
Non-Renew	4.55%	1
Uncertain	0.00%	0
TOTAL		22

Q44 Please indicate your overall satisfaction with Blick Art.

Answered: 18 Skipped: 5



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
		80	1,436
			18

Total Respondents: 18

#		DATE
1	92	3/21/2023 3:32 PM
2	55	3/20/2023 12:07 PM
3	50	3/20/2023 9:10 AM
4	87	3/17/2023 3:20 PM
5	100	3/17/2023 1:15 PM
6	97	3/17/2023 11:35 AM
7	90	3/17/2023 10:26 AM
8	90	3/17/2023 7:28 AM
9	95	3/16/2023 2:20 PM
10	65	3/16/2023 11:13 AM
11	75	3/15/2023 8:51 AM
12	75	3/14/2023 9:00 AM
13	65	3/14/2023 8:51 AM
14	85	3/13/2023 3:57 PM
15	50	3/13/2023 1:27 PM
16	100	3/13/2023 12:50 PM
17	90	3/13/2023 12:50 PM
18	75	3/13/2023 12:49 PM

Q45 What factors influenced your decision to renew or non-renew a contract?

Answered: 9 Skipped: 14

#	RESPONSES	DATE
1	Good contract to have for New Mexico for art supplied. Volume of \$80,000 for current fiscal year.	3/21/2023 3:32 PM
2	Provided marketing materials when the contract started, and responds to emails quickly.	3/17/2023 10:26 AM
3	Great company with great products and strong sales.	3/16/2023 2:20 PM
4	I think Blick is a great vendor to have on contract and am happy that they now have some marketing attention.	3/16/2023 11:13 AM
5	We have had little to no sales through the agreement, but hopeful that we will have more success in the coming year.	3/15/2023 8:51 AM
6	responsive to requests and check-ins	3/14/2023 9:00 AM
7	Sales in the category	3/14/2023 8:51 AM
8	The usage has increased	3/13/2023 3:57 PM
9	No sales activity	3/13/2023 1:16 PM

Q46 Additional feedback:

Answered: 3 Skipped: 20

#	RESPONSES	DATE
1	Need to improve marketing in New Mexico.	3/21/2023 3:32 PM
2	No sales or marketing of this contract in our state	3/20/2023 9:10 AM
3	Received some marketing materials but need them on a more consistent cadence, monthly.	3/14/2023 8:51 AM

AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5B Category: Career and Technical Education

Vendor Name: Midwest Technology Products

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 22

Contracts and Sales

How many participating states signed contracts this year? If not, why? 22

How many participating AEPA states had sales this year? 18

Contract Volume as reported by AEPA Member States:

Year 1 \$ 741,874

Year 2 \$ [Click or tap here to enter text.](#)

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☐ No ☒ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☐ Yes ☒ No If yes, explain below.

[Click or tap here to enter text.](#)

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

- ☐ Yes, Vendor representative initiates communication
- ☒ Yes, Vendor representative responds to calls, emails, etc.
- ☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?
☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒Yes ☐No

Comments:

[Click or tap here to enter text.](#)

Marketing

Is there a proactive marketing plan in place? ☒Yes ☐No

Is there evidence that the sales force actively markets the AEPA contract? ☒Yes ☐No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices? ☐Yes ☒No

Comments:

One member stated commented they would like to see Midwest attend both annual AEPA meetings

Recommendation:

- ☒ The Committee recommends **contract extension** with the Vendor Partner.
- ☐ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
[Click or tap here to enter text.](#)
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Ken S. Swink



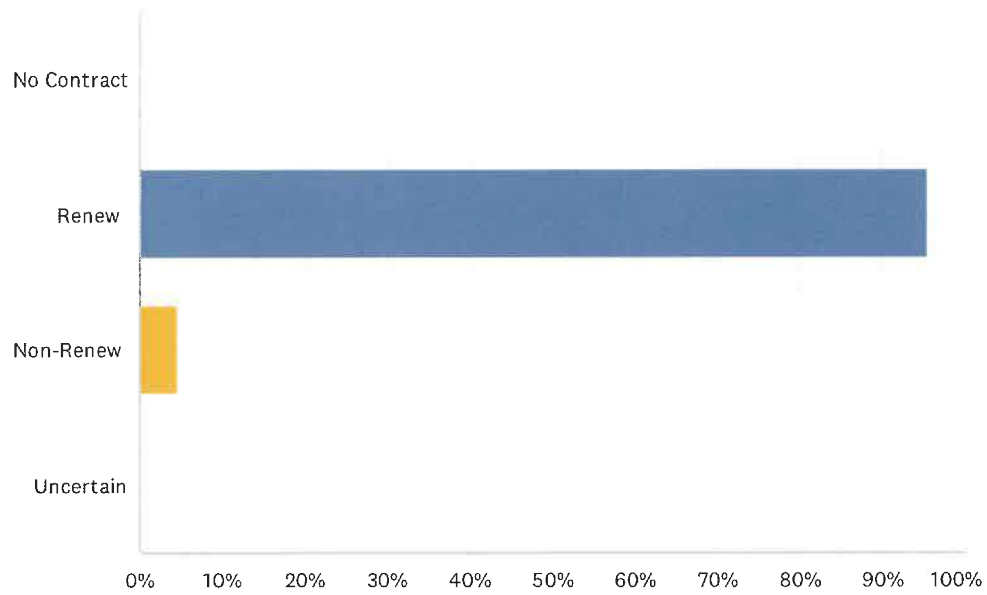
Committee Member: Hope Hardin Borbely

Committee Member: Scott Howard

Committee Member: [Click or tap here to enter text.](#)

Q47 Midwest Technology

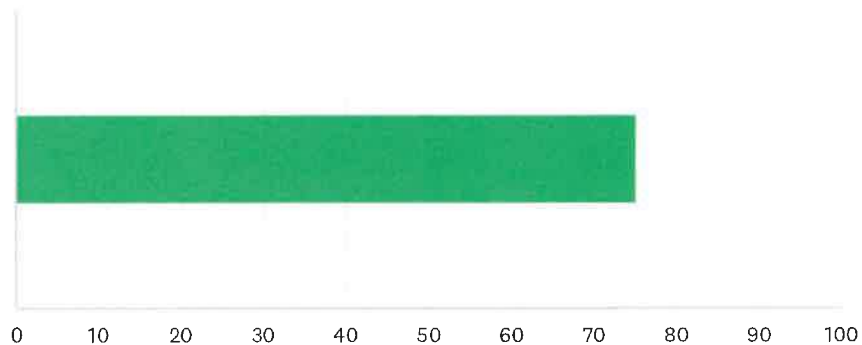
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	0.00%	0
Renew	95.45%	21
Non-Renew	4.55%	1
Uncertain	0.00%	0
TOTAL		22

Q48 Please indicate your overall satisfaction with Midwest Technology.

Answered: 20 Skipped: 3



ANSWER CHOICES		AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
			75	1,506
Total Respondents: 20				20
#		DATE		
1	93	3/21/2023 3:34 PM		
2	54	3/20/2023 12:07 PM		
3	82	3/20/2023 9:10 AM		
4	85	3/17/2023 1:15 PM		
5	68	3/17/2023 12:11 PM		
6	94	3/17/2023 11:35 AM		
7	95	3/17/2023 10:26 AM		
8	80	3/17/2023 7:28 AM		
9	70	3/16/2023 2:20 PM		
10	50	3/16/2023 11:14 AM		
11	85	3/15/2023 8:53 AM		
12	70	3/14/2023 9:01 AM		
13	70	3/14/2023 8:52 AM		
14	65	3/13/2023 3:58 PM		
15	75	3/13/2023 1:57 PM		
16	50	3/13/2023 1:27 PM		
17	71	3/13/2023 1:16 PM		
18	100	3/13/2023 12:50 PM		
19	80	3/13/2023 12:50 PM		
20	69	3/13/2023 12:49 PM		

Q49 What factors influenced your decision to renew or non-renew a contract?

Answered: 12 Skipped: 11

#	RESPONSES	DATE
1	Contract provides products for New Mexico vocational, career, technical, and STEM programs.	3/21/2023 3:34 PM
2	They have provided marketing materials and have worked to increase sales	3/20/2023 9:10 AM
3	Very low sales and lack of marketing effort in WA.	3/17/2023 12:11 PM
4	Very responsive in returning emails, provides us with updated marketing content on a regular basis, and participates in vendor marketing calls.	3/17/2023 10:26 AM
5	Hoping to do business in the future.	3/17/2023 7:28 AM
6	Good category/products to have on contract.	3/16/2023 11:14 AM
7	We have had little to no sales through the agreement but I appreciate the marketing materials they provide and we are hopeful that we will see more activity on the contract as CTE is a key area of development across the state.	3/15/2023 8:53 AM
8	Iowa based partner, huge catalog of products	3/14/2023 9:01 AM
9	Sales in the category, vendor is sending marketing materials on a regular basis.	3/14/2023 8:52 AM
10	Decent contract no sales, doesn't attend both AEPA meetings	3/13/2023 3:58 PM
11	The vendor is always responsive and has available marketing	3/13/2023 1:57 PM
12	Limited sales but they do a good job of communicating and we have had some activity.	3/13/2023 1:16 PM

Q50 Additional feedback:

Answered: 3 Skipped: 20

#	RESPONSES	DATE
1	Need to increase marketing in New Mexico.	3/21/2023 3:34 PM
2	Marketing	3/16/2023 2:20 PM
3	We have not seen much in sales yet, but are optimistic for the future	3/13/2023 1:57 PM

AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5 Category: Career and Technical Education

Vendor Name: Pitsco Education

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 21

Contracts and Sales

How many participating states signed contracts this year? If not, why? 21

How many participating AEPA states had sales this year? 8

Contract Volume as reported by AEPA Member States:

Year 1 \$ 58,544

Year 2 \$ [Click or tap here to enter text.](#)

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☐ Yes ☐ No ☒ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☒ Yes ☐ No If yes, explain below.

Two members stated they would like to see a deeper discount rate than the current 2%

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☐ Yes, Vendor representative initiates communication

☒ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes ☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒Yes ☐No

Comments:

[Click or tap here to enter text.](#)

Marketing

Is there a proactive marketing plan in place? ☒Yes ☐No

Is there evidence that the sales force actively markets the AEPA contract? ☒Yes ☐No

Have there been complaints from AEPA members regarding the Vendor Partner's marketing practices?
☐Yes ☒No

Comments:

[Click or tap here to enter text.](#)

Recommendation:

- ☒ The Committee recommends **contract extension** with the Vendor Partner.
- ☐ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
[Click or tap here to enter text.](#)
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Ken S. Swink



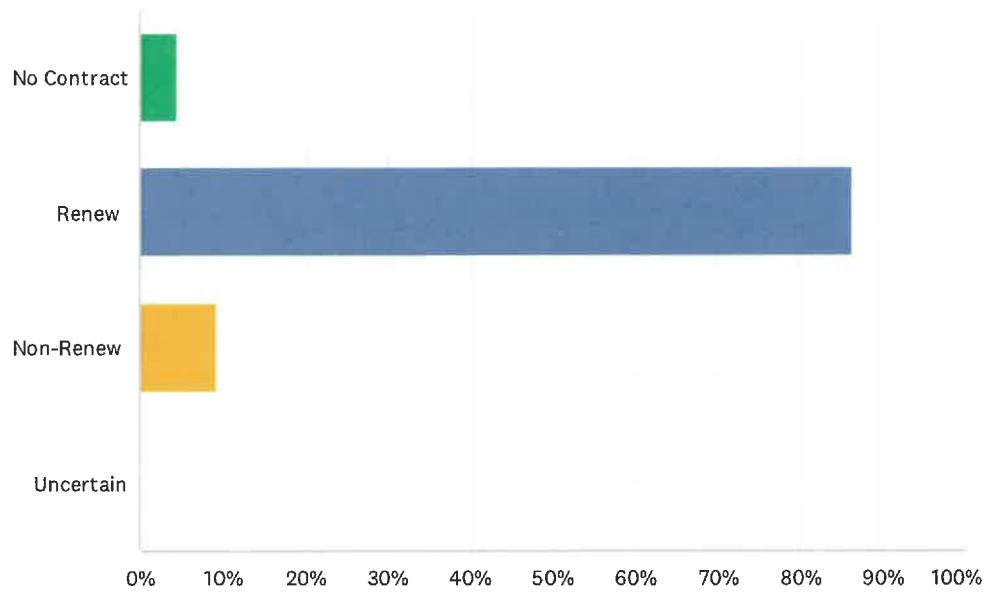
Committee Member: Hope Hardin Borbely

Committee Member: Scott Howard

Committee Member: [Click or tap here to enter text.](#)

Q51 Pitsco Education

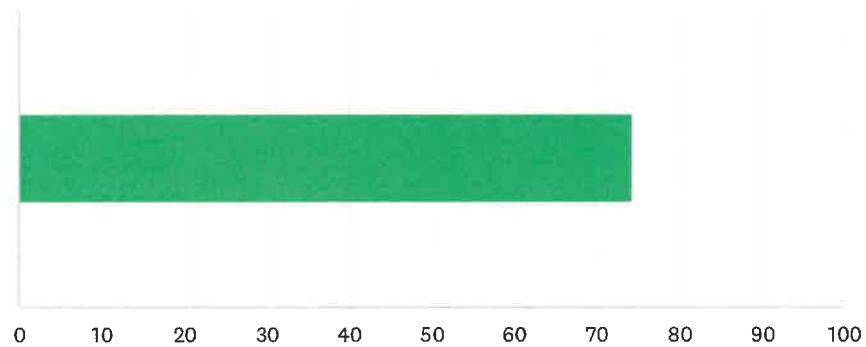
Answered: 22 Skipped: 1



ANSWER CHOICES	RESPONSES	
No Contract	4.55%	1
Renew	86.36%	19
Non-Renew	9.09%	2
Uncertain	0.00%	0
TOTAL		22

Q52 Please indicate your overall satisfaction with Pitsco Education.

Answered: 19 Skipped: 4



ANSWER CHOICES		AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
			74	1,414
Total Respondents: 19				19
#		DATE		
1	60	3/21/2023 3:40 PM		
2	53	3/20/2023 12:08 PM		
3	50	3/20/2023 9:10 AM		
4	85	3/17/2023 1:15 PM		
5	75	3/17/2023 12:11 PM		
6	94	3/17/2023 11:35 AM		
7	95	3/17/2023 10:27 AM		
8	90	3/17/2023 7:28 AM		
9	70	3/16/2023 2:21 PM		
10	65	3/16/2023 11:14 AM		
11	90	3/15/2023 8:54 AM		
12	75	3/14/2023 9:02 AM		
13	90	3/14/2023 8:53 AM		
14	80	3/13/2023 3:59 PM		
15	60	3/13/2023 1:27 PM		
16	25	3/13/2023 1:17 PM		
17	100	3/13/2023 12:50 PM		
18	84	3/13/2023 12:50 PM		
19	73	3/13/2023 12:50 PM		

Q53 What factors influenced your decision to renew or non-renew a contract?

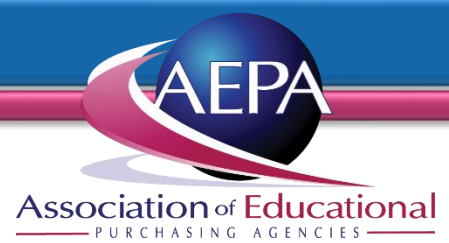
Answered: 11 Skipped: 12

#	RESPONSES	DATE
1	No sales in New Mexico for STEM based curriculum.	3/21/2023 3:40 PM
2	We are recommending renewal even though we have had minimal sales as we think this is a viable contract.	3/20/2023 9:10 AM
3	Provided marketing materials when the contract started, participates in vendor marketing calls, and responds to emails quickly.	3/17/2023 10:27 AM
4	Few sales, but Pitsco provides marketing materials regularly.	3/16/2023 2:21 PM
5	Pitsco does a great job with providing us with marketing materials. I wish their discount was more than 2%.	3/16/2023 11:14 AM
6	We have had limited sales through the contract, but I have been impressed with the offerings and willingness to collaborate on marketing and events in the future.	3/15/2023 8:54 AM
7	Vendor communicates well and is open to getting in front of our schools	3/14/2023 9:02 AM
8	Sales in the category, vendor is sending marketing materials on a regular basis. Excellent to work with on special funding projects.	3/14/2023 8:53 AM
9	Contract is used	3/13/2023 3:59 PM
10	N/A- we do not have a contract with Pitsco	3/13/2023 1:57 PM
11	no sales activity	3/13/2023 1:17 PM

Q54 Additional feedback:

Answered: 3 Skipped: 20

#	RESPONSES	DATE
1	Need to improve marketing in New Mexico.	3/21/2023 3:40 PM
2	We need additional communication and marketing for this contract	3/20/2023 9:10 AM
3	I feel a hurdle for this contract is the discount rate. 2% doesn't seem all that attractive	3/14/2023 9:02 AM



AEPA Contract Extension Recommendation Form

Solicitation Number: 022.5 Category: Institutional Kitchen Equipment

Vendor Name: Hubert

This is the Vendor's 1st contract year with AEPA under the current solicitation.

How many member states originally indicated they would participate in the category? 24

Contracts and Sales

How many participating states signed contracts this year? If not, why? 16

How many participating AEPA states had sales this year? 0

Contract Volume as reported by AEPA Member States:

Year 1 \$ 188,799

Year 2 \$

Year 3 \$ [Click or tap here to enter text.](#)

Are sales growing? ☒ Yes ☐ No ☐ N/A

Has the Vendor Partner sent sales reports to members? ☒ Yes ☐ No

Has the Vendor Partner reported sales numbers to AEPA, as required? ☒ Yes ☐ No

Have there been complaints from the AEPA states regarding the Vendor Partner's pricing or other practices? ☒ Yes ☐ No If yes, explain below.

[Click or tap here to enter text.](#)

Interaction with AEPA

Has the Vendor Partner designated a person or team as their AEPA lead? ☒ Yes ☐ No

Does the Vendor Partner communicate with the committee chair?

☒ Yes, Vendor representative initiates communication.

☐ Yes, Vendor representative responds to calls, emails, etc.

☐ No

Has the Vendor Partner attended AEPA Meetings? ☒ Yes ☐ No

Is there evidence that the Vendor Partner's sales force and/or dealer network understands AEPA?

☒ Yes

☐ No

Does the Vendor Partner provide the product/service to the customers as described in the bid submission? ☒ Yes ☐ No

Comments:
Click or tap here to enter text.

Marketing

Is there a proactive marketing plan in place? ☒ Yes ☐ No

Is there evidence that the sales force actively markets the AEPA contract? ☒ Yes ☐ No

Have there been complaints from AEPA members regarding the Vendor Partner’s marketing practices? ☒ Yes ☐ No

Comments:
Click or tap here to enter text.

Recommendation:

- ☒ The Committee recommends **contract extension** with the Vendor Partner.
- ☐ The Committee recommends **contract extension** with the Vendor Partner with a plan to improve the following areas:
Click or tap here to enter text.
- ☐ The Committee does NOT recommend contract extension with this Vendor Partner.

Category Chair – Name & Signature: Anna Marie Hollander-MI

Committee Member: Cara Hart, CT

Committee Member: Patricia McKim, MA

Committee Member: Nita Werner, WY

DocuSigned by:
Anna Marie Hollander
96907CC1E8A14CA...



Recommendation for New Contracts

AEPA 023.5B Playground and Recreation Equipment Click or tap here to enter text.

Association of Educational
PURCHASING AGENCIES

Solicitations received that were rejected PRIOR to Category Committee evaluation with cause for rejection:

None

Solicitations received that were rejected DURING Category Committee evaluation with cause for rejection:

None

Methodology Used by the Committee for Determination:

_____ Low responsive and responsible Respondent(s) based on the attached price tabulation.

_____ Low responsive and responsible Respondents(s) based on the attached market basket study tabulation.

☒ Responsive and responsible Respondent based on specialty offerings or value.

Vendor(s) recommended with reason for recommendation:

See attached

Kompan, Inc- Playground Equipment, Shade, Shelter, (Site Furnishings and Early Childhood Aides are in Playground response)

RCP Shelters Shade, Shelter Structures-offers various types of shelters for outdoor use, various materials

Romtec, Inc Shade, Shelter Structures- offers restrooms both waterless and plumbed, utility buildings, concessions, showers, shelters, pavilions, amphitheaters

The below responses listed deviations and/or exceptions :

Kompan, Inc.

Part B: Page 27-28 GC License Kompan does not hold a GC License in all states listed as part of the bid. Kompan, instead, subcontracts installation labor to experienced subcontractors who hold GC licenses. Kompan has over 28 yrs experience project managing turnkey playground installation with this methodology (The playground committee understands not all AEPA states may be able to utilized the contract due to construction requirements In their state)

Part B: 7.1.5 Installation Kompan addresses installation costs on a project by project basis as site conditions/ equipment will vary. These can be easily quoted at time of project planning implementation. Typical installation cost as a percentage of project equipment retail can be in the range of +- 27%- 38% prior to standard discounts that can be applied (The playground committee believes this is a reasonable request and accept the deviation)

Proposed Motion:

The Category Committee recommends that AEPA reject the responses from:

N/A.

Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA:

Kompan, Inc

RCP Shelters

Romtec, Inc

Committee Members

Committee Chair – Name & Signature: Tambria Stowers

Tambria Stowers

Committee Member: John Tortelli

Committee Member: Nita Werner

Gustavo Rossell

**IFB# 023.5 B Playground and Recreational Equipment
Cost Summary**

Base Catalog Bid Pricing		Kashco	Kompan, Inc.	KCP Shelters, Inc.
Lot 1 - Playground Category Discounts	Required if bidding on this lot	No	Yes, Lot 1 - Playground Equipment Inclusive of Playground Surfacing; Category, 4741 items: Lot 5 - Site Furnishings	No
Lot 2 - Water Park Category Discounts	Required if bidding on this lot	No	No	No
Lot 3 - Skate Park Structures Category Discounts	Required if bidding on this lot	No	No	No
Lot 4 - Shade & Shelter Category Discounts	Required if bidding on this lot	Yes	No	No
Lot 5 - Site Furnishings Category Discounts	Required if bidding on this lot	No	Yes	No
Lot 6 - Early Childhood Aides Category Discounts	Required if bidding on this lot	No	No	No
Base Bid Pricing: Line Items Not Inclusive of All Catalog Items				
Lot 1 Playground Equipment Items	Required if bidding on this lot	No Bid	Yes, 184 items	No Bid
Lot 2 Water Park Equipment Items	Required if bidding on this lot	No Bid	No Bid	No Bid
Lot 3 Skate Park Items	Required if bidding on this lot	No Bid	No Bid	No Bid
Lot 4 Shade, Shelter Structures	Required if bidding on this lot	Yes, have over 500 items, restrooms, SHOWER, PAVILION, replacement parts and accessories	Yes, USA Shade 18 shade structures items	Yes, have over 360 Shelters
Lot 5 - Site Furnishings	Required if bidding on this lot	No Bid	SEE KOMPAN PRICING F.2 Lot 1, Playgrounds	No Bid
Lot 6 - Early Childhood Aides	Required if bidding on this lot	No Bid	SEE KOMPAN PRICING F.2 Lot 1, Playgrounds	No Bid
Services	Optional	Only Item bid -Engineering Services - \$9025	Only Items are Engineering Services \$260.00 HR Playground inspection \$46 HR	No Bid
State Price Multiplier And Rates	Required for Construction Installation Freight	State Multiplier for Wages only CA; Cost Factors - yes - zero cost; Service/Labor Rate bid \$0.00; Construction Services -No Bid; Installation of Equipment - No Bid; Installation of Surface Materials No Bid	No pricing for State Multiplier for Wages; Description of Cost Factors Quoted per project; Service/Labor Rates - 2 are at no cost; 15 as Quoted per project; Construction Services only removal and disposal of existing equipment has a cost the balance of items are Quoted per project; Installation of Surface Materials all items Quoted per project. See exception in Form D Questionnaire.	No pricing for State Multiplier for Wages; Description of Cost Factors Quoted per project \$0.00 for cost and 0% for factors; Service/Labor Rates - all at no cost; Construction Services - No bid; Installation of Equipment -No Bid; Installation of Surface Materials - No Bid
Volume Discounts	OPTIONAL	No Bid	Yes - \$100,000 to \$199,999.99 - 2%; \$200,000 to \$499,999.99 - 5%; \$500,000.00 and over -10%	No Bid



2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **SchoolsPLP** ("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 **May 1st**, 2023 ("Effective Date") and shall continue until 12:00 midnight (CST) on **December 30th**, 2026, 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:
82-3860766

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: SchoolsPLP
24 W Camelback Rd STE A-422
Phoenix, AZ 85013

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 caused 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: William R Dines By: _____
Name: William "BJ" Dines Name: Kraig
Lofquist
Title: President Title: Executive Director
Date: April 11th, 2023 Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

SchoolsPLP is the fastest growing and most innovative online learning platform available today. We help schools easily plan and deliver online, hybrid, and blended learning options for students. SchoolsPLP has been delivering a technology-based curriculum to schools for over 20 years. We believe that delivering an online curriculum solution should be simple. We operate on trust, knowledge, commitment, service, and accountability. Our customers come first, and it is in our DNA to create long-lasting partnerships and provide solutions that lead to success. Our primary objective is to provide a flexible, easy to use platform with the option to access rigorous, reliable curriculum solutions while delivering first-class service and support.

Administrators have described us as a pioneer. It is refreshing for them to see a company developing and delivering an innovative solution with schools and educators in mind rather than the company's financial bottom line. The continued success with school adoption and increasing student performance motivates us to keep working harder. We are on a path to improving the ever-challenging online learning environment.

Our 1800+ PK-12 courses utilize multiple instructional design models that cater to students whether they are visual, auditory, or kinesthetic learners. Prior to SchoolsPLP, if schools wanted to offer multiple instructional design models for their students, they had to purchase and learn multiple content delivery systems. This makes personalized learning for students extremely difficult and very time consuming to manage. SchoolsPLP makes this easy.

Our courses fill the following needs:

- PreK-12 accessed through a single, uniform platform
- PreK-12 Virtual, Blended, and Self-Paced options
- Course of study for students who qualify for homebound study and would be appropriately served through web-based opportunities.
- Remediation/intervention/concept recovery assistance for students who have fallen behind in the traditional classroom and need individualized or targeted intervention to be successful in a designated course of study.
- Credit Recovery for students who have taken a class but have not met all the standards for a course. Students that did not receive credit.
- Credit advancement courses for students desiring to obtain credit while enrolled full time in brick-and-mortar school.

SchoolsPLP truly creates a unique Personal Learning Plan for districts, individual programs and schools, classrooms, and most importantly every student. This can happen because of the robust course catalog, powerful Learning Management System, concise real-time data for all stakeholders, mentor and teacher services, and our implementation and support team.

<<VENDOR-INSERT SCOPE OF GOODS>>

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EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

Enrolled Users

An Enrolled User is defined as a license for a student. That student can take as many courses as they wish during the annual contract. If a student leaves the school or simply stops using the software, that student can be archived, and their license is available for another student.

Concurrent Users

A Concurrent User is defined as a license for unlimited students but only the purchased number of licenses can be used at any moment in time. Each student can take as many courses as they wish during the annual contract. If there are 6 periods during the day, 30 students can be logged in during period 1, 30 different students for period 2, etc. If the school purchases a 30 concurrent user license, they can have 30 users logged in at any given moment in time.

Named Student Consumption-Based License

A Named Student Consumption-Based License is a license purchased for each student. Each student added counts as one named student user.

The following licenses options includes all courses and catalogs without an asterisk (*) found in this course catalog: <https://schoolsplp.com/pdf/catalog.pdf>

Enrolled Users	PreK-12th Grade Core Content
1-75 Users	\$270.00
76-150 Users	\$250.00
150+ Users	\$230.00
Concurrent Users	
1-75 Users	\$535.00
76-150 Users	\$515.00
150+ Users	\$495.00
Named Student Consumption-Based	\$135.00

If SchoolsPLP curriculum is to be exported and imported into another LMS (Thin Common Cartridge), the pricing above is subject to an additional 25% fee. If using a Shareable Link within another LMS, there is no additional fee. <<VENDOR-INSERT PRICING>>

Commented [1]: Can we clarify the pricing as Per User, Per Concurrent User, etc.

Additional Courses

- AP Courses: \$50/semester/course
- AP Course physical additional materials: Not included
- ACT Courses: \$50/student/course
- CompuScholar: \$75/semester/course
- eDynamic CTE Premium Only: \$75/semester/course

Additional Support

- Monthly Professional Learning Community Webinars: Included.
- On-site Training: \$2,500 per day includes travel expenses.
- Optional Staff and Student Success Package:
<https://www.schoolsplp.com/ssp/>
- Optional Physical Materials: <https://schoolsplp.myshopify.com>

Virtual Teacher Instructional Services - Certified Instructor/Teacher of Record (TOR) provided by SchoolsPLP

- Office hours available
- Grades submitted assignments
- Provides feedback and additional instruction via phone or email
- Responsible for issuing the students' final grades

SchoolsPLP Teacher Instruction Refund Policy

- If a student stops working on their course within 3 days from the date it was assigned, we will refund 100% of the TOR fee.
- After the 3rd day from the date the course was assigned, no refund available.

Category	Service Type	Price Per Semester Course Per Student
Teacher Instruction	Teaching	\$225.00

This pricing is Per Student, Per Semester Course. For example, a virtual student takes 6 courses in the fall and 6 in the spring. The Teacher Instruction cost = \$2,700 (12 courses * \$225/course).

ALL PRICING ABOVE IS SUBJECT TO CHANGE AT ANYTIME AT THE SOLE DISCRETION OF SCHOOLSPLP. THE PRICING WILL BE BASED ON THE CURRENT SCHOOLSPLP'S PRICING MODEL(S).

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: orders@schoolsplp.com cXML: _____
 - i. If "Email" address to deliver orders to: Order Processing
 - 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: Stacy Longacre
- b. Title: Account Manager – Educational Design Solutions
- c. Phone: 402-504-0568
- d. Email: slongacre@educationaldesignsolution.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): Nicole Thompson & Leah Dines
Contact email address: orders@schoolsplp.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.schoolsplp.com>

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>



This Online Educational Products and Services Order (this "Order"), dated as of April 13th, 2023 (the "Order Effective Date"), is between School District, located at "School Address" ("Customer") and SchoolsPLP ("PLP"), 24 W Camelback Rd STE A-422, Phoenix, AZ 85013. This Order incorporates and is in all respects subject to PLP Online Educational Products and Services Agreement Terms ("Terms") that is listed as listed in the attached Exhibit A. This Order bears the signature of authorized signor on behalf of School District. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____ Date: _____
Name (Print): _____ Title: _____

Accepted by PLP:

Signature: _____ Date: _____
Name (Print): _____ Title: _____

1. Period is School year 2023/24: 7/1/2023 through 6/30/2024 and any renewal period, (if applicable).

2. Territory: School District Students.

3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Product	Product Description	Unit Price	Period	Total
<u>XX</u> <u>Enrolled</u> <u>Users</u>	This includes SchoolsPLP content from PreK – 12 th Grade. This will allow students access to Core, Credit Recovery, Electives, and Foreign Languages. Our courses will change over time. To see the latest offering of PreK – 12 th Grade content, visit our website at http://www.SchoolsPLP.com .	<u>XXX</u> <u>per enrolled</u> <u>user</u>	<u>7/1/2023</u> <u>through</u> <u>6/30/2024</u>	<u>\$0</u>

4. Description of Educational Products.

SchoolsPLP Enrolled User: The SchoolsPLP User license includes: (1) PreK – 12th Grade online course content and (2) Hosting service. This will allow 100 students to access the SchoolsPLP content. When a student stops using the system, another student can be added to SchoolsPLP and courses assigned to that student.

5. Description of Services.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to Customers students in the Territory enrolled in Customers educational programs.

6. Billing Terms.

SchoolsPLP User Terms: PLP shall provide an invoice for the initial purchase plus any start-up services. This invoice shall be due within 30 days. PLP shall provide an invoice for additional users, if applicable, during the month following the new usage peak. This invoice shall be due within 30 days.

SchoolsPLP Professional Development Services: Orders for Professional Development Services shall be invoiced at the time of service, payable within thirty (30) days of the date of invoice, in accordance with the Terms.

7. Criminal Background Checks.

All SchoolsPLP employees, agents, contractors, and/or vendors who will have any unsupervised contact with Customer's students must have first successfully completed a criminal history background check.

8. Customer's Policies and Procedures.

- (a) SchoolsPLP acknowledges and agrees that all Customer's students are subject to all of Customer's policies and procedures concerning attendance, enrollment, withdrawal, and re-enrollment requirements.
- (b) Copies of Customer's policies and procedures concerning students will be provided by Customer to SchoolsPLP upon request. All such policies and procedures are subject to change at any time by Customer.

9. Student Privacy and FERPA.

- (a) Customer and SchoolsPLP agree and warrant that, in connection with this Order, SchoolsPLP (and its officers, agents, employees, and representatives):
 - (i) has a legitimate educational interest with respect to the educational records of Customer's students enrolled in or considering enrollment in SchoolsPLP courses;
 - (ii) will perform institutional services or functions for which Customer would otherwise use employees;
 - (iii) is under the control of Customer with respect to its use and maintenance of Customer's students' educational records; and
 - (iv) is subject to the Family Educational Rights and Privacy Act ("FERPA") and its regulations with respect to SchoolsPLP use, handling, and re-disclosure of student education records.

EXHIBIT A
SchoolsPLP Online Educational Products and Services Agreement Terms

PERIOD: The period of this Agreement is as specified in the Order ("Period").

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to PLP or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period.

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth in the Order. If full payment is not timely received when due, PLP, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date.

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Upon request, Customer must provide PLP with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to PLP.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to PLP as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide PLP with all information reasonably required by PLP to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving federal Title I funds, Customer represents that PLP is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period of this Agreement. PLP agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, PLP has a legitimate educational interest for purposes of Customer disclosing to PLP students' educational records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law PLP or its affiliates may provide Customer with confidential information (as designated by PLP) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

SPECIAL EDUCATION AND DISABILITIES: If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the

Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period of this Agreement, PLP will discuss, formulate and make adjustments and accommodations in the furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that PLP may do so without incurring direct or indirect costs.

PUBLICITY: During the Period of this Agreement, Customer hereby agrees that PLP and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content, PLP will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

WARRANTY: PLP warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND PLP MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENT OF THE STUDENTS. WITHOUT LIMITED THE FOREGOING, PLP MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE PLP WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. PLP OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGRMRMENT. PLP DOES NOT WARRANT THAT USE OF THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivative thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, services marks, patents, trade secrets, or other proprietary rights and laws and PLP (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of PLP, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of PLP's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of PLP or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, PLP's interests will be irreparable injured, the full extent of PLP's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that PLP will be entitled to enforce this Agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: PLP agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fee, that arise out of or in connection with any acts or omissions of PLP related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that (a) Customer provide written notice to PLP within thirty (30) days of its receipt of the Claim and (b) Customer permits PLP to assume the control and defense of the Claim with counsel selected by PLP and approved by Customer, whose approval shall not be unreasonably withheld. IN NO EVENT SHALL PLP'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN THE CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO PLP HEREUNDER. IN NO EVENT SHALL PLP BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER PLP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of PLP and the Superintendent of the Customer or their respective designees. The laws of the State of Arizona, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in Maricopa County, Arizona for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suite or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

MISCELLANEOUS: (a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; (b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions of the application to a different set of circumstances; (c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that PLP may assign all of its rights and obligations under this Agreement to any person or entity that controls PLP, is controlled by PLP, or is under common control with PLP or to any successor in interest that acquires all or substantially all of the assets of PLP; (d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; (e) PLP is not a division or any part of Customer. Customer is not a division or any part of PLP. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between PLP and Customer; (f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; (g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; (h) All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement; (i) This Agreement and the documents to which it refers from the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; (j) PLP will provide all services, licenses and materials under this Agreement

either directly or in conjunction with its Affiliates. An "Affiliate" of PLP is an entity that controls, is controlled by, or under common control with, PLP and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. PLP and its Affiliates shall be referred to collectively as PLP; (k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and PLP to 24 W Camelback Rd STE A-422, Phoenix, AZ 85013 (and such addresses may be changed upon proper notice to such addresses). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing, or as to overnight delivery, on the date of personal delivery to the address stated thereon; (l) PLP is an independent contractor of Customer, and PLP and Customer recognize that none of PLP or its Affiliates employees or agents are employees of Customer; (m) PLP warrants that neither it, nor any of its Affiliates, nor any agents or contractors of the same will violate any provision of federal, state, or local law in the provision of any goods or services to Customer.



2023-2026 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Nearpod Inc., a Delaware corporation** ("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 July 31, 2023 ("Effective Date") and shall continue until 12:00 midnight (CST) on August 1, 2026, 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.

Taxpayer Identification. Contractor's federal employer identification number is:

46-0993679

- 16. 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.
- 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:

Natali Barski-Meyman, Corporate Counsel
1855 Griffin Road, A290, Dania Beach, FL 33004-2200
vendorforms@nearpod.com with copy to legal@nearpod.com
Phone: 305.677.5030
Fax: 305.655.1999

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, ESUCC, 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
 - 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: Jose Carrera
Title: CEO
Date: _____

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Nearpod Premium - School:

Nearpod Premium including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- School features including larger class sizes, unlimited storage, shared School Library, LMS integration, and more

Nearpod Premium Plus - School:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- School features including larger class sizes, unlimited storage, shared School Library, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Nearpod Premium - District:

Nearpod Premium including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS, integration, and more

Nearpod Premium Plus - District:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons

for all K-12 subject areas, featuring favorite educational brands:

- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Premium to Premium Plus Upgrade:

Premium Plus Upgrade for your Nearpod license to unlock:

- The Video & Activity Library with 10,200+ standards-aligned Interactive Videos and 3,300+ Interactive Activities
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Nearpod Math

Powered by Nearpod Premium Plus, Nearpod Math is a supplemental math program that provides unlimited access to:

- **Nearpod Math Library:** 5,000 new standards-aligned lessons, videos and practice activities
- **Virtual manipulatives:** Fraction Tiles, Base 10 Blocks, Algebra Tiles, and Color Tiles
- **Enhanced Course Navigation and reporting:** designed to explicitly align to a districts' core curriculum with improved course navigation, standards-based search and preview functionality

21st Century Readiness Program

Nearpod's 21st Century Readiness Program connects skills across topics such as social & emotional learning, digital citizenship, and college and career readiness to help students thrive in the classroom of today and the world of tomorrow. The Program includes:

- **21st Century Readiness library:** Ready-to-teach lessons, videos, and activities for every grade level
- **Nearpod's enhanced UX experience and content discovery:** Lessons and resources aligned to connect skills and knowledge that help develop the whole learner

- **Exclusive feature access to Brain Breaks:** Exclusive energizing or calming Brain Break videos to refocus the class when students need a break

Flocabulary

Unlimited access to Flocabulary including:

- Access 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities
- Access Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections
- Access Student Accounts, enabling teachers to assign lessons and activities and view results of assessments

Flocabulary Plus

Unlimited access to Flocabulary including:

- 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities
- Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections
- Student Accounts, enabling teachers to assign lessons and activities and view results of assessments
- Upcoming comprehension content and features exclusive to Flocabulary Plus (available Back to School 2022) with 200+ new lessons and a new interactive activity

Flocabulary Plus Upgrade

Upcoming comprehension content and features exclusive to Flocabulary Plus (available Back to School 2022) including:

- 40+ comprehension skill videos and 110+ new video texts, mix new standards-aligned comprehension skill lessons into 200+ possible combinations
- 750+ comprehension activities for existing Flocabulary lessons with the Break It Down interactive activity
- 200+ standards-aligned comprehension activities, help students practice finding evidence using comprehension skills in a text

Nearpod College and Career Exploration

A K-12 solution that provides equal access to future opportunities as students explore college pathways and career clusters.

Nearpod Digital Citizenship and Literacy

A K-12 solution to support instruction in computer science including digital citizenship, coding, applications of technology, and media literacy, featuring resources from Common Sense Education, Typesy, and Code Monkey.

Nearpod English Learner

Nearpod EL is a standards-aligned supplemental program that provides the content, tools, and organization needed to create daily differentiated learning experiences that maximize language acquisition for all learners. Nearpod EL empowers every teacher to:

- Differentiate instruction with EL Content Companions and language supports, all organized in one place
- Engage every learner with equitable learning experiences
- Know where students need help through real-time data

Historical Perspectives and Literacy

A 6-12 solution for culturally relevant, inquiry-based Social Studies experiences, featuring resources from the Pulitzer Center and the Smithsonian Institute.

Nearpod Learning Labs

A professional development solution for experiential, expert-derived PD, featuring resources from trusted PD providers including the New Teacher Center and ISTE.

Social & Emotional Learning

A K-12 solution built from CASEL's leading framework to facilitate student development of SEL competencies, featuring resources from Common Sense Education.

Online Training

Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.

Onsite Training

Onsite: Up to 6-hour session with a Nearpod Trainer for up to 50 participants.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

See Attached Exhibit B

2022 Pricing Tiers																				
School pricing																				
Per site pricing																				
Enrollment				Programs				Collections							Flocabulary				Nearpod + Flocab Together	
	Nearpod Premium Plus	Nearpod Premium	Premium to Premium Plus	Nearpod Math	EL Program Subset	EL Program Whole pop	21st Century Readiness Program	HPL Subset	HPL Whole pop	DCL	CCE	SEL	LL	Flocabulary	Flocab Plus	Upgrade Flocab to Flocab Plus	Video Pack	Nearpod Premium Plus + Flocab	Nearpod Premium Plus + Flocab Plus	
0-149	\$3,725	\$3,150	\$575	\$5,950	\$2,000	\$1,300	\$1,425	\$1,500	\$900	\$715	\$325	\$715	\$900	\$2,000.00	\$2,400.00	\$400.00	\$2,000.00	\$5,155	\$5,510	
150-249	\$4,350	\$3,675	\$675	\$6,950	\$2,300	\$1,550	\$1,650	\$1,750	\$1,050	\$825	\$375	\$825	\$1,050	\$2,000.00	\$2,400.00	\$400.00	\$2,000.00	\$5,715	\$6,075	
250-499	\$4,950	\$4,200	\$750	\$7,925	\$2,650	\$1,775	\$1,900	\$2,000	\$1,200	\$950	\$430	\$950	\$1,200	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$6,795	\$7,270	
500-999	\$5,875	\$5,000	\$875	\$9,400	\$3,150	\$2,100	\$2,250	\$2,375	\$1,425	\$1,125	\$500	\$1,125	\$1,425	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$7,630	\$8,100	
1000-2749	\$7,750	\$6,575	\$1,175	\$12,400	\$4,125	\$2,750	\$3,000	\$3,125	\$1,875	\$1,500	\$670	\$1,500	\$1,875	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$9,315	\$9,790	
2750-4999	\$11,125	\$9,450	\$1,675	\$17,800	\$6,000	\$3,975	\$4,250	\$4,500	\$2,700	\$2,125	\$965	\$2,125	\$2,700	\$2,600.00	\$3,125.00	\$525.00	\$2,600.00	\$12,353	\$12,825	
District pricing																				
Per district pricing																				
Enrollment	Nearpod Premium Plus	Nearpod Premium	Premium to Premium Plus	Nearpod Math	EL Subset	EL Whole pop	21st Century Readiness Program	HPL Subset	HPL Whole pop	DCL	CCE	SEL	LL	Flocabulary	Flocab Plus	Upgrade Flocab to Flocab Plus	Video Pack	Nearpod Premium Plus + Flocab	Nearpod Premium Plus + Flocab Plus	
250-499	\$5,250	\$4,475	\$775	\$8,400	\$2,800	\$1,875	\$2,000	\$2,125	\$1,275	\$1,000	\$450	\$1,000	\$1,275	\$2,600	\$3,125.00	\$525.00	\$2,600	\$7,065	\$7,540	
500-999	\$6,200	\$5,250	\$950	\$9,925	\$3,300	\$2,200	\$2,375	\$2,500	\$1,500	\$1,185	\$550	\$1,185	\$1,500	\$2,600	\$3,125.00	\$525.00	\$2,600	\$7,920	\$8,395	
1000-1199	\$9,275	\$7,875	\$1,400	\$14,850	\$4,950	\$3,300	\$3,550	\$3,750	\$2,250	\$1,775	\$800	\$1,775	\$2,250	\$4,500	\$5,400.00	\$900.00	\$4,500	\$12,400	\$13,210	
1200-1749	\$11,750	\$9,975	\$1,775	\$18,800	\$6,275	\$4,200	\$4,500	\$4,750	\$2,850	\$2,250	\$1,000	\$2,250	\$2,850	\$6,750	\$8,100.00	\$1,350.00	\$6,750	\$16,650	\$17,865	
1750-2249	\$13,925	\$11,825	\$2,100	\$22,275	\$7,425	\$4,950	\$5,325	\$5,625	\$3,375	\$2,660	\$1,200	\$2,660	\$3,375	\$6,750	\$8,100.00	\$1,350.00	\$6,750	\$18,610	\$19,825	
2250-2499	\$17,000	\$14,450	\$2,550	\$27,200	\$9,000	\$6,050	\$6,500	\$6,875	\$4,125	\$3,250	\$1,475	\$3,250	\$4,125	\$8,500	\$10,200.00	\$1,700.00	\$8,500	\$22,950	\$24,480	
2500-4999	\$19,800	\$16,800	\$3,000	\$31,675	\$10,575	\$7,050	\$7,575	\$8,000	\$4,800	\$3,780	\$1,700	\$3,780	\$4,800	\$9,500	\$11,400.00	\$1,900.00	\$9,500	\$26,370	\$28,080	
Per student pricing																				
Enrollment	Nearpod Premium Plus	Nearpod Premium	Premium to Premium Plus	Nearpod Math	EL Subset	EL Whole pop	21st Century Readiness Program	HPL Subset	HPL Whole pop	DCL	CCE	SEL	LL	Flocabulary	Flocab Plus	Upgrade Flocab to Flocab Plus	Video Pack	Nearpod Premium Plus + Flocab	Nearpod Premium Plus + Flocab Plus	
2500-3999	\$7.73	\$6.56	\$1.17	\$12.37	\$4.13	\$2.75	\$2.95	\$3.13	\$1.88	\$1.48	\$0.6	\$1.48	\$1.88	\$3.75	\$4.50	\$0.75	\$3.7	\$10.33	\$11.01	
4000-6999	\$6.80	\$5.78	\$1.02	\$10.88	\$3.63	\$2.42	\$2.60	\$2.75	\$1.65	\$1.30	\$0.59	\$1.30	\$1.65	\$3.50	\$4.20	\$0.70	\$3.50	\$9.27	\$9.90	
7000-11999	\$6.18	\$5.25	\$0.93	\$9.89	\$3.30	\$2.20	\$2.36	\$2.50	\$1.50	\$1.18	\$0.54	\$1.18	\$1.50	\$3.31	\$3.98	\$0.66	\$3.3	\$8.54	\$9.14	
12000-19999	\$5.56	\$4.73	\$0.83	\$8.90	\$2.97	\$1.98	\$2.13	\$2.25	\$1.35	\$1.07	\$0.48	\$1.07	\$1.35	\$3.00	\$3.60	\$0.60	\$3.0	\$7.70	\$8.24	
20000-39999	\$5.25	\$4.46	\$0.79	\$8.40	\$2.81	\$1.87	\$2.01	\$2.13	\$1.28	\$1.01	\$0.48	\$1.01	\$1.28	\$2.69	\$3.22	\$0.54	\$3.0	\$7.14	\$7.62	
40000-54999	\$4.94	\$4.20	\$0.74	\$7.90	\$2.64	\$1.76	\$1.89	\$2.00	\$1.20	\$0.95	\$0.45	\$0.95	\$1.20	\$2.42	\$2.90	\$0.48	\$2.6	\$6.62	\$7.05	
55000-124999	\$4.64	\$3.94	\$0.70	\$7.42	\$2.48	\$1.65	\$1.77	\$1.88	\$1.13	\$0.89	\$0.45	\$0.89	\$1.13	\$2.27	\$2.72	\$0.45	\$2.6	\$6.22	\$6.63	
125000+	\$3.65	\$3.10	\$0.55	\$5.84	\$1.95	\$1.30	\$1.39	\$1.48	\$0.89	\$0.70	\$0.32	\$0.70	\$0.89	\$2.08	\$2.49	\$0.42	\$2.08	\$5.15	\$5.53	

EXHIBIT "B" Attachment

Online Training			
Account Spend	Number of Online Sessions Recommended	Price	1 session = Up to 2 Hours
\$3,501-\$5,000	1 session	\$450	* Default training for <\$5K is basic Learning with Nearpod * NCTs facilitate * Districts may choose to self-select from the catalog
\$5,000-\$10,000	2 sessions	\$900	
\$10,001-\$25,000	4 sessions	\$1,800	
\$25,001-\$40,000	8 sessions	\$3,600	* Training is more likely to be a mix of Learning with Nearpod followed by Personalizing with Nearpod / Instructional Leadership Admin sessions * Sales/CSM positions the number of sessions; DCS consults with district to determine the mix * 1 hour DSC Consultation with the District to develop a full year training plan and select session from the catalog
\$40,001-\$60,000	12 sessions	\$5,400	
\$60,0001-\$100,000	16 sessions	\$7,200	
\$100,001+	Custom	Custom	Highly customized training plan

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: carloa@nearpod.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: richard.brooke@nearpod.com
- b. Title: [Regional Sales Manager](#)
- c. Phone: [\(512\)914-7625](tel:(512)914-7625)
- d. Email: richard.brooke@nearpod.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Marketing

- a. Will you Display "Contracted Vendor of ESUCC Cooperative Purchasing" at conferences
 - i. Yes: ☐ No: ☐

6. 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): [Carlo Amato](#)
Contact email address: carloa@nearpod.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

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<https://www.flocabulary.com/terms-of-use/>

<https://www.flocabulary.com/privacy-policy/>

<https://nearpod.zendesk.com/hc/en-us/articles/7891829141652>

<https://nearpod.zendesk.com/hc/en-us/articles/7889123955220>

**ADDENDUM TO 2021-2024 SPECIAL BUY AGREEMENT BETWEEN ESUCC
COOPERATIVE PURCHASING AND Securly Inc.**

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Securly Inc.** ("Contractor") to the 2021-2024 Special Buy Agreement signed by the Cooperative on April 23, 2021 and by the Contractor on April 23, 2021. The Addendum is as follows:

Exhibit "A" is amended to add the following goods or services:

Product	Description
e-hallpass by Securly - 1 year	1 YEAR subscription to Securly's e-hallpass. Securly's e-hallpass solution for digital hall passes including contactless hall passes, pass volume limits, and custom reports
Flex by Securly - 1 year	1 YEAR Subscription to Flex by Securly. With Flex, teachers can customize their offerings and students can select their choices on a daily basis while providing students with voice and choice.
Rhithm Premium by Securly - 1 year	1 YEAR subscription to Rhithm Premium by Securly. Rhithm uses simple evidence-based check-in assessments to proactively deliver short activities and video lessons promoting life skills and well-being. These check-ins also provide visibility into student wellness and empowers schools to leverage resources to best support students in need.
Observe by Securly - 1 year	1 YEAR subscription to Observe by Securly. Observe allows schools to easily record potentially lifesaving observed information about their students' safety, mental health, and well-being that may otherwise go unrecorded.
Respond by Securly - 1 year	1 YEAR subscription to Respond by Securly. Securly's case management tool, allowing school administration to open and track cases in response to Aware alerts and student wellness levels. available as an optional add-on to Aware Premium.
Reveal by Securly - 1 year	1 YEAR subscription to Reveal. Securly's device impact measurement solution to help technology leaders understand the impact of their 1:1 device programs, visualize usage data and analytics, and identify budget opportunities.
Visitor by Securly - 1 year	1 YEAR subscription to Visitor by Securly. Streamlines and automates visitor management; provides background checks; can self-check with iPad; printer required for guest badges

Updated Product Names and Descriptions:

Product	Description
Aware by Securly - 1 year	1 YEAR subscription to Aware by Securly. Monitors all web traffic, searches, YouTube, Social Media, Gmail/Outlook, and Google Docs for cyber-bullying, violence, self-harm,

grief, profanity, and nudity. Also monitors Google Drive for pornography. New features will be included in the price such as - Think Twice: an automated popup when cyberbullying is detected before messages are sent, Wellness Scores: a score that follows a student's mental health, Wellness Pathways Widget: a tool to provide resources to students when their wellness scores increase.

Exhibit "B" is amended to add the following pricing information:

Product	Price
e-hallpass by Securly - 1 year	\$3.50
Flex by Securly - 1 year	\$5.40
Rhithm Premium by Securly - 1 year	\$5.50
Observe by Securly - 1 year	\$1.20
Respond by Securly - 1 year	\$1.50
Reveal by Securly - 1 year	\$1.50
Visitor by Securly - 1 year	\$400

All other terms and conditions of the 2021-2024 Special Buy Agreement are unchanged.

CONTRACTOR

Michaelann Carlin

Michaelann Carlin
Director of Revenue Operations
Executed on: 4/28/2023

COOPERATIVE

Kraig Lofquist
Executive Director
Executed on: _____

Certificate Of Completion

Envelope Id: 71DDF2A30175422CBA96695CC78CFFC7

Status: Completed

Subject: Complete with DocuSign: 2023-04-06 Securly Product Addendum to Special Buy Agreement (1).docx

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Michaelann Carlin

AutoNav: Disabled

michaelann.carlin@securly.com

Enveloped Stamping: Disabled

IP Address: 23.115.83.253

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Michaelann Carlin

Location: DocuSign

4/28/2023 2:25:47 PM

michaelann.carlin@securly.com

Signer Events**Signature****Timestamp**

Michaelann Carlin



Sent: 4/28/2023 2:26:06 PM

michaelann.carlin@securly.com

Viewed: 4/28/2023 2:26:12 PM

Director of Revenue Operations

Signed: 4/28/2023 2:26:59 PM

Securly, Inc.

Freeform Signing

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 23.115.83.253**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/28/2023 2:26:06 PM

Certified Delivered

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Payment Events**Status****Timestamps**

Coop Directors report to ESUCC Board
submitted by: Craig Peterson
May 2, 2023

1. Consent Agenda Items for Coop

a. Approve Special Buy agreement with SchoolsPLP

- i. SchoolsPLP is an NCAA accredited comprehensive digital PreK-12 Teaching & Learning Platform that allows schools to easily plan and deliver online, hybrid, and blended learning options for students.

ii. [Course Catalog](#)

- 1. Synchronous
- 2. Asynchronous
- 3. Contemporary
- 4. Mastery
- 5. Credit Recovery
- 6. Career and Electives
- 7. CTE and Electives
- 8. Computer Science
- 9. Blended
- 10. AP Courses
- 11. World Languages
- 12. Mathspace
- 13. Test Prep

b. Approve Special Buy agreement with Nearpod.

- i. New agreement with Nearpod to clean up some of the addendums over time

c. Approve AEPA 2021.5, 2021.75 and 2022.5 Extensions (Contracts will be sent out by AEPA in May to member states, there are no attachments but Legal will review before we sign)

- i. 021.5B - BMS Cat LLC
- ii. 021.5B - ServiceMaster of St. Cloud, Inc.
- iii. 021.5B - Signal Restoration Services
- iv. 021.5C - E-Rate Consulting Services
- v. 021.5C - E-Rate Elite Services Inc.
- vi. 021.5C - Kellogg & Sovereign Consulting
- vii. 021.5C - Solix, Inc.
- viii. 021.5C - Tel/Logic Inc. dba E-Rate Central
- ix. 021.5D - Kajeet Inc.
- x. 021.75 - Carrier Corp.
- xi. 021.75 - Flaghouse, Inc.
- xii. 2022.5-B - Blick Art Materials
- xiii. 2022.5-B - Midwest Technology Products
- xiv. 2022.5-B - Pitsco Education, LLC
- xv. 2022.5-C - Hubert

- d. **Approve AEPA 2023.5 solicitation contracts** (Contracts will be sent out by AEPA in May to member states, there are no attachments but Legal will review before we sign)
 - i. 2023.5-B - WV Kompan, Inc.
 - ii. 2023.5-B - RCP Shelters
 - iii. 2023.5 - Romtec, Inc.
- e. **Approve Addendum to Special Buy agreement with Securly**
 - i. Removing some old product and adding new

2. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed to 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. 2022 ESUCC- Annual Buy

1. Annual Buy closed on April 6. Orders sent to vendors in the amount of \$2,030,454.31 This is down \$274,491.54 from 2022 totals. Some reasons for this may be due to:

- 2nd largest vendor not bidding
- Less items in the catalog
- unknown supply chain issues in December when bid was due and vendors padded the bid to protect themselves
- unknown inflation costs
- shipping and handling cost increases
- labor issues

2023 - \$2,030,454.31

2022 - \$2,304,945.85

2021 - \$2,146,253.88

2020 - \$2,389,178.36

2019 - \$2,280,138.82

2018 - \$2,282,359.68

2017 - \$2,407,565.41

ii. Year over Year Marketplace purchases to include both year-round, Paper, and Annual Buy's

	January	February	March	April	YTD
2016	\$2,567.08	\$250,162.71	\$887,101.29	\$2,657,808.25	\$4,070,589.59

2017	\$7,445.64	\$232,445.70	\$812,113.22	\$2,450,067.97	\$3,863,795.56
2018	\$16,404.15	\$223,012.95	\$882,895.68	\$2,513,162.25	\$4,449,044.40
2019	\$19,241.18	\$373,428.57	\$858,433.70	\$2,439,624.59	\$4,470,323.01
2020	\$14,553.90	\$335,257.61	\$892,614.95	\$2,589,289.80	\$4,989,205.11
2021	\$20,623.11	\$290,377.74	\$843,338.67	\$2,352,787.50	\$3,507,127.02
2022	\$18,280.08	\$338,159.11	\$1,116,327.04	\$2,553,217.018	\$4,025,983.41
2023	\$24,033.3	\$317,186.19	\$1,114,342.91	\$2,374,226.43	\$3,829,788.88

c. Annual Renewals – currently collecting orders

i. Deadline May 15

1. Swank Motion Pictures – Movie Licensing
 - a. 131 orders \$124,208 in orders to date (April 28)
2. World Book – Updated Encyclopedia, Rule 10
 - a. 76 orders \$88,152 in orders to date (April 28)

ii. Deadline June 15

1. Infobase
 - a. \$0.44 per student pricing tier (Lowest price has been locked in)
 - b. 8 orders \$32,002 in orders to date (ESU 18/LPS only ESU to date that has placed an order)
2. Securly
 - a. Securly – Internet Filtering
 - i. 29 orders \$37,745 in orders to date

iii. Deadline June 28

1. Abobe
 - a. 61 orders \$38,300 in orders to date

- d. 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. Spring Meeting in Omaha this year April 24-26

1. Omaha and Lincoln Public Schools attended the meetings. I think it was informative for both districts and Lincoln made the comment that they didn't realize how much was available to them through AEPA.
 - a. Vendor Round tables – Each state had 15 minutes with each vendor to discuss the contract, discounts and how it is structured. We had the opportunity to ask questions of the vendors and/or address any concerns.
 2. We have discussed the idea of taking one to two Schools or ESUs to the Spring meeting so they can participate in vendor round tables and be more informed about AEPA vendor partners. We are open to ideas on how to identify or select a single entity each year and then share out to others.
- ii. MVP Awards
1. **Relationship Excellence**-recognizes excellence in stakeholder engagement strategies that proactively support opportunities for co-discovery, intimacy, trust-building, collaboration, brainstorming, solution development, and other activities that support the mission of AEPA. Nomination was made by Pitsco Education because of the cross department/project collaboration in ESUCC to include Coop, Technology, Distance Learning, Business Manager, and Administration.
 2. **Quality and Innovation Award**-This award recognizes outstanding projects, campaigns, and innovations in the fields of digital media and communications.
 3. Nebraska received an honorable mention in Sales Growth for a 44% increase in sales. Last year's growth in AEPA was 78%. We have seen 122% growth in AEPA in the last two years.
 4. Summary of 2022 Sales Reports
 - a. AEPA Total Sales (All Vendors) \$783,434,424.64, up \$71,358,024 from last year
 - b. ESUCC has 65 signed contracts with AEPA vendors
 - c. ESUCC Total Sales (All Vendors January 1 – December 31, 2022) \$10,772,654.19 up \$3.3M from last year (\$205,897.77 in revenue, up \$88,566.75 from last year)
 - d. ESUCC AEPA Sales by year
 - i. 2022 - \$10,772,654.19
 - ii. 2021 - \$7,447,503.37
 - iii. 2020 - \$4,180,171.03
 - iv. 2019 - \$4,403,767.45
 - v. 2018 - \$2,871,349.94
 - vi. 2017 - \$2,788,912.01
 - vii. 2016 - \$4,475,183.62
 - viii. 2015 - \$5,251,199.72
 - e. AEPA all Vendor Sales by year
 - i. 2022 - \$783,434,424.64

- ii. 2021 - \$712,076,400.71 (Goal of \$619 Million by 2023 met 2 years in advance)
 - iii. 2020 - \$606,964,156.43
 - iv. 2019 - \$520,303,356
 - v. 2018 - \$461,233,534
 - vi. 2017 - \$470,020,597
 - vii. 2016 - \$471,937,671
 - viii. 2015 - \$463,452,183
 - f. Nebraska ranks 19th out of 29 states in Sales, up from 25th last year.
 - g. CDW-G ranks 1st out of 63 vendors in Sales with \$255,205,463.64
- 5. Assessments to be paid to AEPA
 - a. \$6,270.43
 - b. Calculation (Yearly Sales * .00035) + \$2,500 Fixed Assessment
- iii. **Future AEPA Meetings**
 - 1. Regular Meeting - November 27-29, 2023 – Anaheim, CA
 - 2. Annual Meeting - April 22-24, 2024 - Greenville, SC
 - 3. Regular Meeting - December 2-4, 2024 - Orlando FL

3. Marketing

- a. 12 Campaigns sent since April 3rd –Please share the list with your Superintendents. Open rates are trending upwards of 40% for most campaigns.
 - i. [2023 Annual Buy Deadline - 3 Days](#) – 44.7% open rate
 - ii. [Pitsco March- New Partner, ISprowt!](#) – 39.2% open rate
 - iii. [2023 Annual Buy Deadline - Last Call](#) – 41.3% open rate
 - iv. [School Health - Bundle, Save, And Stay In Compliance](#) – 40.4% open rate
 - v. [Best Plumbing - April 2023 New Items](#) – 42.1% open rate
 - vi. [Capstone - Capstone Connect - Aligned To NE Standards](#) – 39.5% open rate
 - vii. [Busch Systems - Diversion In Cafeteria Spaces](#) – 39.1% open rate
 - viii. [SCHOOL INFECTION PREVENTION & CONTROL TRAINING](#) – 40.4% open rate
 - ix. [Midwest Technology - Metalwork](#) – 40.8% open rate
 - x. [Newsela - Newsela Lite](#) – 36.8% open rate
 - xi. [Just Right Reader - May 2nd Webinar](#) – 34.6% open rate
 - xii. [Linewize - Supporting IT Leaders](#) – 29.8% open rate
- b. If users 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.

4. Additional Information & Meetings

- i. **Communications with the following vendors/organizations since last board meeting:** School Specialty, Newsela, Nearpod, Assistive Technology Discussion, Hillyard, ESU 3 Coop, Infobase, Linewize, AEPA Website Committee, Apptegy

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 Lincoln Electric System, commonly known as Lincoln Electric System. 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 Lincoln Electric System 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, Lincoln Electric System 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

Lincoln Electric System:

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.

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

Lincoln Electric System

Signature: _____ Date: _____
Printed Name: _____
Title: _____

Legal Committee Meeting
Tuesday, May 2, 2023 10:00 AM
ESU No.10
76 Plaza Blvd
Kearney, NE 68845

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 SchoolsPLP
Committee Chair

3.1.2. Special Buy agreement with Nearpod
Committee Chair

3.1.3. Approve AEPA 2021.5, 2021.75 and 2022.5 Extensions
Committee Chair

3.1.4. Approve AEPA 2023.5 solicitation contracts
Committee Chair

3.1.5. Addendum to Special Buy agreement with Securly
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 Lincoln Electric System for Cooperative Purchasing
Committee Chair

4.1.3. Authorize Executive Director to approve/sign contracts during the months of May, June, July, August
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

4.3. Policies and Procedures
Committee Chair

5. Next Meetings Agenda Items
Committee Chair

6. Adjournment
Committee Chair

May 2023

All Programs- Contract Sales

2022-23 Sales: \$22,457,335.93 (July 2022-March 2022 *not final*)

2021-22 Sales: \$16,707,748.58 (July 2021-March 2022)

Delta: + \$6,329,382.14

Food Program Sign Up Invitations Sent April 21, 2023

- **289 Invites Sent**
- **50 Responses to date**
 - **40 Participating**
 - **10 Not Participating**

RESOLUTION

WHEREAS, on May 2, 2023, 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 Lincoln Electric System 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 2nd day of May, 2023.

Roll call vote as follows:

Name	<u>Yes</u>	<u>No</u>
ESU 1: _____	_____	_____
ESU 2: _____	_____	_____
ESU 3: _____	_____	_____
ESU 4: _____	_____	_____
ESU 5: _____	_____	_____
ESU 6: _____	_____	_____

ESU 7: _____

ESU 8: _____

ESU 9: _____

ESU 10: _____

ESU 11: _____

ESU 13: _____

ESU 15: _____

ESU 16: _____

ESU 17: _____

ESU 18: _____

ESU 19: _____

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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 Lincoln Electric System 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, Lincoln Electric System 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.

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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

Lincoln Electric System:

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.

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

Lincoln Electric System

Signature: _____ Date: _____
Printed Name: _____
Title: _____

RESOLUTION

WHEREAS, on May 2, 2023, 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 Lincoln Electric System 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 2nd day of May, 2023.

Roll call vote as follows:

Name	<u>Yes</u>	<u>No</u>
ESU 1: _____	_____	_____
ESU 2: _____	_____	_____
ESU 3: _____	_____	_____
ESU 4: _____	_____	_____
ESU 5: _____	_____	_____
ESU 6: _____	_____	_____

ESU 7:	_____	_____	_____
ESU 8:	_____	_____	_____
ESU 9:	_____	_____	_____
ESU 10:	_____	_____	_____
ESU 11:	_____	_____	_____
ESU 13:	_____	_____	_____
ESU 15:	_____	_____	_____
ESU 16:	_____	_____	_____
ESU 17:	_____	_____	_____
ESU 18:	_____	_____	_____
ESU 19:	_____	_____	_____