



ESUCC

ESUCC Regular Board Meeting

Friday, October 17, 2025, 8:00 AM

ESU 3 plus Zoom, 6949 South 110th Street, La Vista, NE 68128

Posted Locations:

Omaha World-Herald

ESUCC webpage

NE Public Meetings

Posted Date: 10/06/2025

Attendance Taken at 8:00 AM.

Dr. Bill Heimann (ESU 01):	Present
Mitch Hoffer (ESU 02):	Present
Dr. Dan Schnoes (ESU 03):	Present
Gregg Robke (ESU 04):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr. Brian Maschmann (ESU 06):	Present
Marci Ostmeyer (ESU 07):	Present
Corey Dahl (ESU 08):	Present
Drew Harris (ESU 09):	Present
Dr. Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Present
Dr. Laura Barrett (ESU 13):	Absent
Phillip Picquet (ESU 15):	Absent
James McGown (ESU 16):	Absent
Geraldine Erickson (ESU 17):	Present
Dr. Takako Olson (ESU 18):	Absent
Dr. Kanyon Chism (ESU 19):	Present

Attendance Update Taken at 8:08 AM.

Dr. Takako Olson (ESU 18):	Present
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Attendance Update Taken at 10:07 AM.

Dr. Takako Olson (ESU 18): Absent

Attendance Update Taken at 11:06 AM.

James McGown (ESU 16): Present

1. Call to Order

The ESUCC Board Meeting was called to order at 8:00am.

1.1. Roll Call

2. Welcome Visitors

No visitors present.

3. Public Comment

No public comment provided.

4. Consent Agenda Items

4.1. Approval of Minutes

4.2. Policy 3003. Financial Report

4.3. Policy 3005. Annual Financial Report

4.4. Policy 3006. Periodic Audit

4.5. Policy 3007. Purchasing

4.6. Cooperative Contracts

5. Canvas Project Profile

Shara Johnson, Canvas Support Specialist, reviewed the attached ESUCC Board Presentation 2025. Board President, Dr. Bill Heimann, inquired about ESU specific data. Mrs. Johnson will be able to obtain this information during the annual Canvas Business Meeting on November 12, 2025.

6. Petitions and Communications to the Board

6.1. Learning Community Update

No one from the Learning Community was able to attend the meeting.

6.2. NCSA - Ambassador Program Updates

No one from NCSA was able to attend the meeting.

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

Dr. Shirley Vargas, Nebraska Department of Education School Transformation Officer & Office Administrator, reviewed the linked NDE Updates 2025-26. There was a question from the board regarding the ESU score on the NECounts and Annual Determinations-Scorecard. Dr. Vargas does not have additional information at this time and recommended reaching out to Amy Rhone, Nebraska Department of Education Office of Special Education Administrator/State Director.

6.4. Association of Education Service Agency (AESAs) Report

Dr. Schnoes and Dr. Polk went to Washington, D.C. for the AESA Advocacy in Action Conference. The trip started with the Nebraska breakfast, which was an important part of the trip. CEO Dr. Polk was on the advocacy panel during a pre-conference session. Dr. Schnoes and Dr. Polk encourages future participation in this event.

The AESA Annual Conference will be in Colorado Springs, Colorado. ESUCC CEO Dr. Polk will have a session at the 2025 AESA Annual Conference. Dr. Schnoes encouraged the Administrators to try to attend future AESA Annual Conferences.

The Central Region Symposium was in Dubuque, Iowa. Dr. Heimann, ESU 1 Administrator and Dr. Schnoes, ESU 3 Administrator attended. Next year, the Central Region Symposium will be during the same calendar week and is planned to be held in Fargo, North Dakota.

Dr. Schnoes met to discuss global learning opportunities in Nebraska.

7. Chief Executive Officer (CEO) Report

ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board.

8. Bold Step Committee Reports

8.1. Lead

Geraldine Erickson, ESU 17 Administrator, would like to follow up on revisiting the standards.

8.2. Influence & Invest

No report.

8.3. Advocate

No report.

8.4. SMART

ESUCC CEO Dr. Polk provided the SMART update. There are two separate groups that meet to discuss SMART, the SMART Advisory Committee and the SMART Admin Workgroup. CEO Polk and Nathan McClenahan met with Dr. Herndon from a Washington state ESA to test the tool and provide feedback. There are multiple phases to the roll-out. CEO Dr. Polk is researching ways to integrate AI into SMART as well as grant

opportunities.

9. Committee Reports

9.1. Information Services Committee

Gregg Robke, ESU 4 Administrator, provided an update for the Information Services Committee.

Accessibility needs to be updated for any information that is live and expected to be utilized and things moving forward.

CIO Scott Isaacson will be speaking with NOC about learning from a district that has been impacted by a cybersecurity attack.

CLO Andrew Easton stated the Coop Marketplace has a lot of AI-powered tools available. The tools on the Marketplace have been vetted. Data privacy will be a requirement in the contract for Coop.

ESU 6 is working with Alicap to help create a template for a cybersecurity response plan. Once Dr. Maschmann, ESU 6 Administrator, has the information, he will share it to the rest of the board.

9.2. Education Resources

Dr. Brenda McNiff, ESU 5 Administrator, provided an update on the Educational Resources Committee Meeting.

Drew Harris, ESU 9 Administrator, provided the update on the Grow Your Own program.

PDO Reimagined Proposal 3.1 — ESUCC CEO Dr. Polk and ESUCC CLO Andrew Easton reviewed the attached PDO Reimagined Proposal 3.1. There were three recommendations: 1) change the name of ESUPDO, 2) change the name of the TLT affiliate, and 3) establish the two locations for both the Rule 84 and ESUPDO events to be Kearney and La Vista.

9.3. Legal Committee

Dr. Melissa Wheelock, ESU 10 Administrator, provided the Legal Committee Update. Craig Peterson, Coop Director, requested the annual buy dates be shared with district schools.

Bromm Update

- State revenue concerns remain.
- Several senators are serving their final year, including some committee chairs, and candidates are already emerging for those seats.
- Current legislative work in this off-season has been cybersecurity and literacy.
- There continues to be significant discussion regarding charter schools.

ESUCC CEO Polk Update

- ESUs have been invited to participate in interim conversations regarding truancy and teacher recruitment/retention.

- CEO Dr. Polk and CIO Scott Isaacson will discuss K-12 cybersecurity with NDE leadership in the coming weeks.

Additional Legislative Notes

- ESU Legislative Day is scheduled for February 24, 2026, from 7:00 a.m.–2:00 p.m. ESUCC Executive Secretary, Mindy Reed, will send calendar invites.
- ESUCC Legislative Day Planning — ESUCC Executive Secretary, Mindy Reed, will send planning meeting invites to Dr. Schnoes and any other interested administrators.
- The current projected budget reduction being discussed is approximately \$300,000,000 (minimum). The next forecasting meeting is scheduled for October 31, 2025.

LEA Status Discussion

- The group discussed how ESUs could be eligible for grants in Nebraska as an LEA.

9.4. Executive Committee Report

ESUCC Board President, Dr. Heimann, provided the Executive Committee Meeting report to the board.

9.4.1. Claims, Financial Statements, and Assets for the Month of September

ESUCC CEO Dr. Polk reviewed the attached budget summary and the changes made to the document.

9.4.2. September Expenses to be paid in October

10. ESU Share Out and New Chief Administrator Topics

Password Management — One password, Bitwarden, LastPass, JumpCloud

NE State Accreditation Committee — Dr. Schnoes' term will end in May 2026. If any administrator is interested, notify Dr. Schnoes.

Access to school information may change with the new portal.

Sparq Negotiations — ESUs are planning on getting everything entered within the next couple of weeks. If there are issues, notify Dr. Maschmann.

ESU 3 received two smaller grants. Through the grants, ESU 3 is going to put a greenhouse behind Brooke valley and, with the Greener Together grant, ESU 3 will put solar panels at Gifford Farms.

Dr. Stavem will be visiting ESUs.

November 2025 meetings - Committee meetings are hybrid. Board is in person at ESU 3.

11. Adjournment

The ESUCC Board Meeting adjourned at 11:50 am.

Minutes respectfully submitted by ESUCC Executive Secretary to the CEO, Mindy Reed.

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) Except as provided in subsection (9) of this section, 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 committees, such notice shall be given by:

- (A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and
- (III) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or
- (B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

- (A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;
- (B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be

finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

- (C) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body 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.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting pursuant to subdivision (1)(b)(iv)(A) and (C) of this section and a written record of the request to the newspaper pursuant to subdivision (1)(b)(iv)(B) of this section. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(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 (a) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (b) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee 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.

(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 (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. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(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.

(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.

Revised 06/2025

Educational Service Unit Administrators 2025-2026

ESU 1 - Dr. Bill Heimann
211 Tenth Street
Wakefield, NE 68784-5014
Cell: 402-525-1211
W: 402-287-2061
F: 402-287-2065
bheimann@esu1.org

ESU 2 - Mitch Hoffer
PO Box 649
2320 North Colorado
Fremont, NE 68026-0649
Cell: 308-548-8172
W: 402-721-7710
F: 402-721-7712
mhoffer@esu2.org

ESU 3 - Dr. Dan Schnoes
6949 South 110th St
Omaha, NE 68128-5722
Cell: 402-719-8181
W: 402-597-4802
F: 402-597-4898
dschnoes@esu3.org

ESU 4 - Gregg Robke
2301 Dahlke Avenue
Auburn, NE 68305-0310
Cell: 402-274-8813
W: 402-274-4354
F: 402-274-4356
grobke@esu4.net

ESU 5 - Dr. Brenda McNiff
900 West Court
Beatrice, NE 68310-3526
Cell: 402-806-2613
W: 402-223-5277
F: 402-223-5279
bmcniff@esu5.org

ESU 6 - Dr. Brian Maschmann
210 Fifth Street
Milford, NE 68405
Cell: 402-314-8329
W: 402-761-3341
F: 402-761-3279
Brian.maschmann@esu6.org

ESU 7 - Marci Ostmeyer
2657 44th Avenue
Columbus, NE 68601-8537
Cell: 402-366-1034
W: 402-564-5753
F: 402-563-1121
mostmeyer@esu7.org

ESU 8 - Corey Dahl
302 Main Street
PO Box 89
Neligh, NE 68756
Cell: 402-640-3577
W: 402-887-5041
F: 402-887-4604
corey.dahl@esu8ne.org

ESU 9 - Drew Harris
5807 Osborne Dr. W
Hastings, NE 68901
Cell: 402-768-8940
W: 402-463-5611
F: 402-463-9555
drew.harris@esu9.us

ESU 10 - Dr. Melissa Wheelock
76 Plaza Blvd.
PO Box 850
Kearney, NE 68848-0850
Cell: 308-830-3578
W: 308-237-5927
F: 308-237-5920
mwheelock@esu10.org

ESU 11 - John Poppert
412 West 14th Avenue
PO Box 858
Holdrege, NE 68949-0858
Cell: 402-366-0942
W: 308-995-6585
F: 308-995-6587
john.poppert@esu11.org

ESU 13 - Dr. Laura Barrett
4215 Avenue I
Scottsbluff, NE 69361-4902
Cell: 308-631-3933
W: 308-635-3696
F: 308-633-3752
LBarrett@esu13.org

ESU 15 - Phillip Picquet
344 Main
PO Box 398
Trenton, NE 69044-0398
Cell: 402-326-3432
W: 308-334-5160
F: 308-334-5581
ppicquet@esu15.org

ESU 16 - James McGown
314 West First Street
Ogallala, NE 69153
Cell: 308-250-0609
W: 308-284-7518
F: 308-284-8483
jmcgown@esusixteen.org

ESU 17 - Geraldine Erickson
207 North Main
Ainsworth, NE 69210
Cell: 402-822-0047
W: 402-387-1420
gerickson17@esu17.org

ESU 18 - Dr. Takako Olson
5905 O Street
Lincoln, NE 68510
Cell: 402-430-5909
W: 402-436-1000
F: 402-436-1682
tnagaya@lps.org

ESU 19 - Dr. Kanyon Chism
3215 Cuming Street
Omaha, NE 68131
Cell 402-917-3166
W: 531-299-7200
Kanyon.Chism@ops.org

ESUCC CEO - Dr. Larianne Polk
6949 South 110th Street
La Vista, NE 68128-5722
Cell: 402-720-4977
W: 402-597-4915
lpolk@esuucc.org



ESUCC

Budget Hearing

Thursday, September 11, 2025, 11:45 AM

ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

Omaha World-Herald

ESUCC webpage

NE Public Meetings

Posted Date: 09/04/2025

Attendance Taken at 11:48 AM.

Marci Ostmeyer (ESU 07):	Present
Mitch Hoffer (ESU 02):	Present
Dr. Bill Heimann (ESU 01):	Present
Dr. Dan Schnoes (ESU 03):	Absent
Gregg Robke (ESU 04):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr. Brian Maschmann (ESU 06):	Absent
Corey Dahl (ESU 08):	Present
Drew Harris (ESU 09):	Present
Dr. Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Absent
Dr. Laura Barrett (ESU 13):	Present
Phillip Picquet (ESU 15):	Absent
James McGown (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Dr. Takako Olson (ESU 18):	Absent
Dr. Kanyon Chism (ESU 19):	Absent

1. Call to Order

Meeting Notice: 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 ESUCC board 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.

The Budget Hearing was called to order at 11:48am.

1.1. Roll Call

Dr. Dan Schnoes, ESU 3 Administrator, will be absent (listening in virtually).

Dr. Brian Maschmann, ESU 6 Administrator, will be absent.

John Poppert, ESU 11 Administrator, will be absent.

Phillip Picquet, ESU 15 Administrator, will be absent.

Dr. Takako Olson, ESU 18 Administrator, will be absent (listening in virtually).

Dr. Kanyon Chism, ESU 19 Administrator, will be absent.

2. Welcome Visitors

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.

No visitors present.

3. Public Comment

To be heard at this meeting, the "Request to be Heard" form has been completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will now call upon visitors requesting to address the Board in the order they were submitted or by subject.

No public comments provided.

4. Budget Presentation

ESUCC CEO Polk will provide a summary of the 2025-2026 Budget.

ESUCC CEO Dr. Polk reviewed the attached ESUCC 2025-2026 Budget - Summary for Board.

ESU Affiliate budgets were discussed. Each affiliate has budget lines as determined by their affiliate needs with the exception of NOC. The budget does allow for training in NOC in the event they request training for flow through. Statewide professional development that does not fall within the affiliate budgets will go into the PDO budget line.

Regarding the TeamMates READ grant, there are three parts: gathering of any type of training mentors can attend, putting together a playbook of literacy resources, creating a video library for literacy for mentors and chapter leads. ESUCC CEO Dr. Polk asked the ESU Administrators to consider if there is someone(s) at their ESU who has time and is interested in doing those tasks.

5. Adjournment

The Budget Hearing adjourned at 12:28pm.

Minutes respectfully submitted by ESUCC Executive Secretary, Mindy Reed.



ESUCC
ESUCC Regular Board Meeting
Friday, September 12, 2025, 9:30 AM
Kearney Public Library, 2020 1st Ave, Kearney, NE 68847

Posted Locations:

Omaha World-Herald
ESUCC webpage
NE Public Meetings

Posted Date: 09/04/2025

Attendance Taken at 12:54 AM.

Marci Ostmeyer (ESU 07):	Present
Mitch Hoffer (ESU 02):	Present
Dr. Bill Heimann (ESU 01):	Present
Dr. Dan Schnoes (ESU 03):	Absent
Gregg Robke (ESU 04):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr. Brian Maschmann (ESU 06):	Present
Corey Dahl (ESU 08):	Present
Drew Harris (ESU 09):	Present
Dr. Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Present
Dr. Laura Barrett (ESU 13):	Present
Phillip Picquet (ESU 15):	Present
James McGown (ESU 16):	Present
Geraldine Erickson (ESU 17):	Absent
Dr. Takako Olson (ESU 18):	Absent
Dr. Kanyon Chism (ESU 19):	Absent

Attendance Update Taken at 9:30 AM.

Dr. Dan Schnoes (ESU 03): Present

1. Call to Order

Meeting Notice: 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 ESUCC board 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.

The ESUCC Board Meeting was called to order at 9:30am.

1.1. Roll Call

Geraldine Erickson, ESU 17 Administrator, will be absent.

Dr. Takako Olson, ESU 18 Administrator, will be absent.

Dr. Kanyon Chism, ESU 19 Administrator, will be absent.

2. Welcome Visitors

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.

No visitors present.

3. Public Comment

To be heard at this meeting, the "Request to be Heard" form has been completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will now call upon visitors requesting to address the Board in the order they were submitted or by subject.

No public comment provided.

4. Consent Agenda Items

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time. If any Board member wishes to discuss an item, it must be removed from the consent agenda, at which time the remaining items will be acted upon.

Consent Agenda Items:

- Minutes from the previous meeting(s)

- Policy review with no recommended changes
- Other routine agenda items

Recommended Motion: Take all necessary action to approve the consent agenda as presented. Take all necessary action to approve the consent agenda as presented. Passed with a motion by Schnoes, Dan (ESU 03) and a second by Barrett, Laura (ESU 13).

Marci Ostmeyer (ESU 07):	Yea
Mitch Hoffer (ESU 02):	Yea
Dr. Bill Heimann (ESU 01):	Yea
Dr. Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Dr. Laura Barrett (ESU 13):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea

Yea: 14, Nay: 0

4.1. Approval of Minutes

This is a consent item.

4.2. Cooperative Contracts

This is a consent item.

4.3. Approve Perry Guthery Haase & Gessford as attorneys of record for 2025 - 2026

This is a consent item.

4.4. Approve Union Bank and Trust as the official depository of the ESUCC for 2025 - 2026

This is a consent item.

4.5. Policy 1004. Members, Officers and Terms of Office

This is a consent item.

4.6. Policy 1005. Officers

This is a consent item.

4.7. Policy 1006. Annual Organizational Meeting

This is a consent item.

4.8. Policy 1020. Relationship with Attorney

This is a consent item.

4.9. Policy 3004. Depository

This is a consent item.

5. BITS - Project Profile

ESUCC CLO Andrew Easton presented the project profile for Behavior Intervention Training and Teacher Support Act (BITS) by going through the attached ESUCC Sept Board Meeting Project Profile BITS document. The Behavior Intervention Training and Teacher Support Act flier can be accessed by going to bit.ly/ESUCCBIT. BITS 101 Training was released in 2024 and the training focuses on an awareness level understanding of key concepts. The BITS 102 Training was released in 2025 and the training focuses on practical high-impact strategies. The BITS 101 and the BITS 102 training can be accessed by going to <https://canvas.education.ne.gov/>. The Behavior Intervention Reporting Tool (BIRT) is housed at birt.esucc.org.

6. Petitions and Communications to the Board

6.1. Learning Community Update

Gerald Kuhn, Learning Community, joined the meeting via Zoom. The Learning Community just finished with their audit. The audit started in March 2025 and just finished at the end of August 2025. The Learning Community will approve the fiscal year 26 budget on September 18, 2025. The Learning Community is working with their lobbyist to get a legislative strategy started, and they are working on building relationships with Senators in the area. The Learning Community reapproved the partnership with the D2 Center. Omaha Public Schools (OPS) has 1,100 students that do not graduate and the D2 Center contacts those kids to reengage with them and encourages them to go back to school. The Learning Community is working with the Buffet Early Childhood Institute. The Learning Community has been awarded the Milagro Award through OneWorld. The Learning Community has been partnered with OneWorld for 12 years and this is the first time they have won the award. Mr. Kuhn let the board know if they were ever in Omaha and would like to tour the facilities or have lunch, reach out to him.

6.2. NCSA - Ambassador Program Updates

Dr. Kevin Wingard, NCSA, attended to provide an update to the board. Dr. Wingard appreciates the communication from the ESUs and being included in the meetings. Abbey Beardsley, NCSA Event Manager, has been sending out communication on upcoming events. Dr. Wingard encourages ESUs to reach out for support from NCSA if necessary. Dr. Wingard would like to say thank you to Dr. Dan Schnoes, ESU 3 Administrator, for being involved in the NCSA Executive Committee.

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

Dr. Shirley Vargas, NDE, joined the meeting via Zoom. NDE is working with the Learning Community on the Community Achievement Plan. Dr. Vargas reviewed the linked NDE Updates 2025-26 document.

6.4. Association of Education Service Agency (AESA) Report

Dr. Schnoes, ESU 3 Administrator, provided the AESA Update to the board. Dr. Schnoes thanked all involved for keeping Nebraska in the spotlight in a positive manner. The AESA Washington, D.C. Advocacy conference is next week. Dr. Polk, Dr. Schnoes, Dr. Barrett, and Dr. Blum ESU 3 will be attending the Nebraska Breakfast and the conference. The Nebraska Breakfast is the longest running breakfast for any state in the nation. ESUCC CEO Dr. Polk will

be on the panel for the pre-conference. The Central Region Symposium is scheduled for October 7–9. Dr. Polk, Dr. Schnoes, Dr. Heimann, and Mrs. Ostmeyer will be attending the symposium. The AESA National Conference will be held in Colorado Springs, CO. AESA is working on a publication. ESU 3 will be writing a chapter for the book. AESA is looking for 25 chapters from ESAs across the nation. AESA purchased a program, which is called AESA Global.

7. 11:30AM: New Ventures NBS

Terry Chvatal, Director - New Ventures NBS will present how Vosaic streamlines video-based professional learning.

Terry Chvatal and Emir Plicanic provided an in-person presentation that showed how Vosaic streamlines video-based professional coaching. Vosaic is all web-based. Single sign-on can be set up. You only pay for the number of licenses for the people who need to upload videos and the licenses can be transferable. ESUCC CLO Andrew Easton recorded a podcast episode regarding Vosaic.

8. Annual Budget for 2025-2026

ESUCC CEO Polk will present the 2025-2026 budget to the board.

Recommended Motion: Discuss, consider, and take all necessary action to approve the 2025–2026 annual budget as presented.

ESUCC CEO Dr. Polk reviewed the attached ESUCC 2025-2026 Budget - Summary for Board. Discuss, consider, and take all necessary action to approve the 2025-2026 annual budget as presented Passed with a motion by Schnoes, Dan (ESU 03) and a second by Dahl, Corey (ESU 08).

Marci Ostmeyer (ESU 07):	Yea
Mitch Hoffer (ESU 02):	Yea
Dr. Bill Heimann (ESU 01):	Yea
Dr. Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Nay
Dr. Laura Barrett (ESU 13):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea

Yea: 13, Nay: 1

9. Chief Executive Officer (CEO) Report

During this report, Chief Executive Officer Polk, will provide an update to the ESUCC Board.

- CEO Report to the Board - September 2025

ESUCC CEO Dr. Polk reviewed the attached CEO Report to Board September 2025, focusing on the items labeled FULL BOARD.

TeamMates READ grant: Collecting from ESUs all literacy types of training, lists of training, dates, times, and they will be opened up to the mentors and chapter leads. The mentors and chapter leads are there to learn the context and language. Create a tool kit for the same audiences, mentors and chapter leads. The toolkit may contain items such as bookmarks, coloring sheets, etc. made available in digital format and/or print. Create a video library, housed in Canvas or YouTube, curated by grant personnel. Curation and creation needs to be done by the end of the grant year.

LB 599 Cybersecurity Bill: Taken feedback from NATA, NOC, Senator, and Dr. McCarville, and created another version of the bill.

10. Bold Step Committee Reports

10.1. Lead

Members:

Bill Heimann, ESU 1

Mitch Hoffer, ESU 2

Brenda McNiff, ESU 5 (Chair)

Drew Harris, ESU 9

Laura Barrett, ESU 13

James McGown, ESU 16

Kanyon Chism, ESU 19

No report.

10.2. Influence & Invest

Members:

Gregg Robke, ESU 4

Corey Dahl, ESU 8

Melissa Wheelock, ESU 10

John Poppert, ESU 11

Takako Olson, ESU 18

Kanyon Chism, ESU 19 (Chair)

No report.

10.3. Advocate

Members:

Brian Maschmann, ESU 6

Corey Dahl, ESU 8

Drew Harris, ESU 9 (Chair)

John Poppert, ESU 11

Phillip Picquet, ESU 15

James McGown, ESU 16

Geraldine Erickson, ESU 17

No report.

10.4. SMART

Members:

Mitch Hoffer, ESU 2

Dan Schnoes, ESU 3

Gregg Robke, ESU 4

Marci Ostmeyer, ESU 7

Melissa Wheelock, ESU 10

Phillip Picquet, ESU 15 (Chair)

Takako Olson, ESU 18

ESUCC CEO Dr. Polk provided the SMART update. Nathan McClenahan and Dr. Polk has the responsibility of setting up the SMART Admin meetings and SMART Advisory meetings.

11. Committee Reports

11.1. Information Services Committee

The Committee Chairperson(s) will provide an update from the committee meeting held on September 11, 2025.

ESUCC CIO Scott Isaacson provided a brief overview of the attached Tech Division Report 2025-09. CIO Isaacson will be the Coordinator of Cybersecurity. There will be another person starting with the Technology Team. Hoping to have this position filled and the person to start on November 3, 2025. The ESUs will not be charged for this position.

ESUCC CLO Andrew Easton provided a brief overview of the attached Teaching & Learning ESUCC Info Services Committee Report-9.2.2025. Accessibility for the website is due by the end of April 2026 for towns with 50,000 or more people. CLO Easton is working toward a statewide affiliate directory. CLO Easton will send a clarifying question to Justin Knight about accessibility dates for the ESUs. Commonsense Media has a website checker, which is a good start. CLO Easton will develop accessibility best practices to roll out, starting with websites and PDFs.

11.2. Education Resources

The Committee Chairperson(s) will provide an update from the committee meeting held on September 11, 2025.

Education Committee Co-Chair Dr. Barrett provided the update to the Board. ESUCC CEO Dr. Polk will email the Administrators to see if there is any interest in Early Childhood LETRS. For the LETRS Facilitators, when the ESUCC sponsors their license, the trainer can train statewide. In these situations, the cost of the license will be recovered in the registration fees.

More than 50% of those using Project Para for training are out of state.

11.3. Legal Committee

The Committee Chairperson(s) will provide an update from the committee meeting held on September 11, 2025.

During this time, Bromms will be invited to speak to the board.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the 2026 Annual Buy Terms and Conditions as presented.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the White River School Dist. 47-1 Interlocal Agreement as presented.

Legal Committee Co-Chair Dr. Wheelock introduced Jenny Ciancio, Coop Purchasing Project Assistant, to the Board.

Discuss, consider, and take all necessary action to approve the 2026 Annual Buy Terms and Conditions as presented Passed with a motion by Robke, Gregg (ESU 04) and a second by Harris, Drew (ESU 09).

Marci Ostmeyer (ESU 07):	Yea
Mitch Hoffer (ESU 02):	Yea
Dr. Bill Heimann (ESU 01):	Yea
Dr. Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Dr. Laura Barrett (ESU 13):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea

Yea: 14, Nay: 0

Discuss, consider, and take all necessary action to approve the White River School Dist. 47-1 Interlocal Agreement as presented Passed with a motion by Harris, Drew (ESU 09) and a second by Picquet, Phillip (ESU 15).

Marci Ostmeyer (ESU 07):	Yea
Mitch Hoffer (ESU 02):	Yea
Dr. Bill Heimann (ESU 01):	Yea
Dr. Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Dr. Laura Barrett (ESU 13):	Yea

Phillip Picquet (ESU 15): Yea
James McGown (ESU 16): Yea
Yea: 14, Nay: 0

11.4. Executive Committee Report

The Board President will provide an update from the committee meeting held on September 11, 2025.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the revised CEO Evaluation tool as presented.

ESUCC Board President Dr. Heimann provided a brief update on the changes to the CEO Evaluation Document. The changes to the CEO Evaluation were more focused around verbiage.

ESUCC CEO Dr. Polk notified the Board that the Legislative Priorities document would be kept up to date during the legislative session.

Discuss, consider, and take all necessary action to approve the revised CEO Evaluation tool as presented. Passed with a motion by McGown, James (ESU 16) and a second by Dahl, Corey (ESU 08).

Marci Ostmeyer (ESU 07): Yea
Mitch Hoffer (ESU 02): Yea
Dr. Bill Heimann (ESU 01): Yea
Dr. Dan Schnoes (ESU 03): Abstain (Without Conflict)
Gregg Robke (ESU 04): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr. Brian Maschmann (ESU 06): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Dr. Laura Barrett (ESU 13): Yea
Phillip Picquet (ESU 15): Yea
James McGown (ESU 16): Yea
Yea: 13, Nay: 0, Abstain (Without Conflict): 1

11.4.1. Claims, Financial Statements, and Assets for the Months of July and August
Other financial reports are available upon request to the ESUCC CEO.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the claims, financial statements, and assets for the months of July and August, as presented.

ESUCC CEO Dr. Polk reviewed the attached Budget Summary August 2025.

Discuss, consider, and take all necessary action to approve the claims, financial statements, and assets for the months of July and August, as presented. Passed with a motion by Barrett, Laura (ESU 13) and a second by Maschmann, Brian (ESU 06).

Marci Ostmeyer (ESU 07): Yea
 Mitch Hoffer (ESU 02): Yea
 Dr. Bill Heimann (ESU 01): Yea
 Dr. Dan Schnoes (ESU 03): Abstain (Without Conflict)
 Gregg Robke (ESU 04): Yea
 Dr. Brenda McNiff (ESU 05): Yea
 Dr. Brian Maschmann (ESU 06): Yea
 Corey Dahl (ESU 08): Yea
 Drew Harris (ESU 09): Yea
 Dr. Melissa Wheelock (ESU 10): Yea
 John Poppert (ESU 11): Yea
 Dr. Laura Barrett (ESU 13): Yea
 Phillip Picquet (ESU 15): Yea
 James McGown (ESU 16): Yea
 Yea: 13, Nay: 0, Abstain (Without Conflict): 1

11.4.2. August Expenses to be paid in August

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the August expenses to be paid in August.

Discuss, consider, and take all necessary action to approve the August expenses to be paid in August Passed with a motion by Harris, Drew (ESU 09) and a second by Dahl, Corey (ESU 08).

Marci Ostmeyer (ESU 07): Yea
 Mitch Hoffer (ESU 02): Yea
 Dr. Bill Heimann (ESU 01): Yea
 Dr. Dan Schnoes (ESU 03): Abstain (Without Conflict)
 Gregg Robke (ESU 04): Yea
 Dr. Brenda McNiff (ESU 05): Yea
 Dr. Brian Maschmann (ESU 06): Yea
 Corey Dahl (ESU 08): Yea
 Drew Harris (ESU 09): Yea
 Dr. Melissa Wheelock (ESU 10): Yea
 John Poppert (ESU 11): Yea
 Dr. Laura Barrett (ESU 13): Yea
 Phillip Picquet (ESU 15): Yea
 James McGown (ESU 16): Yea
 Yea: 13, Nay: 0, Abstain (Without Conflict): 1

12. ESU Share Out and New Chief Administrator Topics

Mr. Poppert, ESU 11 Administrator, will not be able to attend the December NDE Board Meeting. Executive Secretary, Mindy Reed, will send out the sign-up sheet asking for one of the

administrators to attend in December.

Dr. Barrett, ESU 13 Administrator, notified the Board that per diem overages will not be paid for the Title 1C grant reimbursements.

13. Adjournment

The Board Meeting adjourned at 1:06pm.

Minutes respectfully submitted by ESUCC Executive Secretary, Mindy Reed.

3003. Financial Report

It is the responsibility of the Chief Executive Officer, with the assistance of the Treasurer, to gather relevant data and present to the at each regularly scheduled board monthly.

Legal Reference:	
Date of Adoption:	January 14, 2025
Date(s) of Review:	October 17, 2025

3005. Annual Financial Report

The Chief Executive Officer shall ensure that the Nebraska Department of Education annual financial report and all other financial reports are filed according to state law. The Chief Executive Officer shall also ensure that any other required financial reports are completed and filed by any applicable deadlines.

Legal Reference:	NDE Rule 84
Date of Adoption:	January 14, 2025
Date(s) of Review:	October 17, 2025

3006. Periodic Audit

The ESUCC shall retain a certified public accountant to perform an annual audit of all financial records which are maintained directly or indirectly in the administration or management of the ESUCC and its projects.

The ESUCC shall cause the original copy of each audit to be filed in the office of the Auditor of Public Accounts. The ESUCC shall also provide copies of audits to members of the Board.

Legal Reference:	Neb. Rev. Stat. § 79-1229 NDE Rule 1
Date of Adoption:	January 14, 2025
Date(s) of Review:	October 17, 2025

3007. Purchasing

Purchase orders will be written solely under the direction of the Chief Executive Officer.

The process and procedure of purchasing professional services for the ESUCC will be determined in the sole discretion of the Board or as delegated to the Chief Executive Officer.

1. Contract Signing Authority

The Chief Executive Officer and/or President of the Board are authorized to sign documents in the exercise of the necessary course of business activities to the full extent authorized by law.

2. Purchases of Equipment and Supplies

- A. Purchases up to \$20,000 Open Market. The Chief Executive Officer or designee shall be authorized to purchase any single item specifically budgeted up to \$20,000. Official action by the Board shall be requested by the Chief Executive Officer where it is required by law or in those instances where it appears to the CEO to be in the best interests of the ESU. The purchase of items in excess of \$20,000 shall require Board approval.
- B. Purchases from \$20,000 up to \$100,000—Solicit Proposals. The Chief Executive Officer or designee shall typically request the submission of bids, quotes or proposals for purchases, which have a cost from \$20,000 up to \$100,000. The Chief Executive Officer or designee shall endeavor to receive and evaluate all proposals and make a recommendation to the Board for acceptance. The Board reserves the right to reject any and all proposals, to waive any informality in any proposal, and to accept the proposal that it deems best serves the interests of the ESU; which may or may not be the lowest cost proposal. In instances where bids, quotes, or proposals would not be feasible or in the best interest of the ESUCC, the CEO may waive such requirement and report such waiver to the Board.
- C. Purchases of \$100,000 and above—Sealed Bids. The Chief Executive Officer or designee shall advertise for sealed bids for purchases which have a cost of greater than \$100,000.
 - i. Bid instructions and specifications. The Chief Executive Officer or designee shall prepare bid instructions that are clear and complete and conducive to competitive bidding. The bid instructions shall set forth all considerations necessary to bid and be consistent with any guidelines established by the Board.

- ii. Advertisement. The notice to bidders shall be published appropriately in a manner that will allow for competition. Vendors and suppliers shall be invited to have their names placed on mailing lists to receive invitations to bid. When specifications are prepared, they will be mailed or made available to all vendors or suppliers who have indicated an interest in bidding.
- iii. Sealed bids. Bids must be submitted in sealed envelopes, addressed to the Board, and plainly marked with the name of the bid and the time of the bid opening.
- iv. Withdrawal of Bids and Late Bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.
- v. Bid Opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present. After the bids have been opened and tabulated, they shall be available for those interested to copy or study. They shall not, however, be removed from the ESU's offices.
- vi. Right to Reject. The Board reserves the right to reject any or all bids and to accept the bid which appears to be in the best interest of the ESU. Each bid notice should carry the notification that the ESU reserves the right to accept or reject any or all bids.
- vii. Right to Waive Bid Formalities. The Board reserves the right to waive any informality in, or reject any or all bids, or any part of any bid, as consistent with law.
- viii. Right to Waive Sealed Bids. In instances where bids, quotes, or proposals would not be feasible or in the best interest of the ESUCC, the CEO may waive such requirement and report such waiver to the Board.

3. Purchases or Contracts for Construction, Remodel, or Repair

Notwithstanding anything to the contrary, every construction, remodel, or repair project involving a building or site improvement shall be governed by the applicable statutory bidding and approval process. In these instances, the Chief Executive Officer shall ensure that the ESUCC follows the statutory bid requirements. The Chief Executive Officer will keep the Board reasonably informed of said bid progress.

4. Federal Awards, Grants, and Requirements

To the extent that any federal grant, award, or other appropriate requires additional bidding and/or reporting obligations for the procurement of any good or service, those federal obligations shall trump anything to the contrary in this Policy.

5. Payments to Avoid Late Fees

Notwithstanding anything to the contrary, the Chief Executive Officer is delegated the authority to pay any invoice, statement, or other charge (including a credit card bill) prior to the Board's approval if the payment would prevent the ESUCC from incurring late fees, penalties, or interest. Prior to such payment, the CEO must notify and receive approval from the Board President. After such payment is made, the ESUCC Board will vote on whether to ratify such payment at the next regular Board meeting.

Legal Reference:	Neb. Rev. Stat. § 49-1401, et seq
Date of Adoption:	January 14, 2025
Date(s) of Review:	October 17, 2025



2025-2028 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and [PC Parts Plus dba Chromebookparts.com](http://PC_Parts_Plus_dba_Chromebookparts.com) ("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.

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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 calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on August 1, 2025 (“Effective Date”) and shall continue until 12:00 midnight (CST) on July 31, 2028, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.
5. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
6. **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.
7. **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.

8. 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.

9. 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.

10. Tariffs. In the event of significant delay or price increase of materials or goods occurring during the performance of the contract due to a tariff (or other similar government-mandated price adjustment) that goes into effect after the execution of this contract, the contract price/sum, time of performance, or contract requirements may, by mutual agreement, be equitably adjusted by written amendment of the contract. A change in price of an item of material or good will

be considered significant when the price of an item increases 5 percent between the date of execution of the contract as a direct result of a tariff or other government-mandate. The price amendment must be effective only as long as the tariff is in effect. The intent of the adjustment is to hold the vendor harmless from the impact of the tariff, but the price adjustment is in no way intended to provide or guarantee the same percentage of profit to the benefit of the vendor. The vendor must provide documentation that is satisfactory to ESUCC to support any claim under this section. In addition, ESUCC will have the right to request a cost analysis vs. price analysis for each change in tariff adjustment request. In the event that the parties are unable to reach an agreement regarding a contract amendment under this section, either party has the option to terminate the contract during the term of the contract, bid award and/or re-award the item to the next low bid.

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

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

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

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

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

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

14. Drug/Alcohol/Tobacco/Weapons Free Workplace. The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESUCC,

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

- 15. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 16. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 17. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 18. Taxpayer Identification.** Contractor's federal employer identification number is:
| 46-2533398
- 19. Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 20. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC
Attn: Larianne Polk
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: Chromebookparts.com
[1000 Kristen Ct](#)
[St. Paul, MN 55110](#)

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

- 21. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, ESUCC, or the Cooperative upon request.
- 22. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 23. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 24. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
- 25. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 26. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same

counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

- 27. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, 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.
- 28. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 29. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 30. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 31. Rights and Remedies Cumulative.** Any enumeration of 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.
- 32. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

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

34. 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.

35. Scrutinized Company. Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."

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

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

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

CONTRACTOR

COOPERATIVE

By: _____ By: _____
Name: Justin Thomas Name: Larianne Polk

Deleted: [redacted]

Title: Senior Account Executive
Executive Officer Title: Chief

Deleted: [redacted]

Date: 10/1/2025 Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS
<<VENDOR-INSERT SCOPE OF GOODS>>

Chromebook Parts

ChromebookParts.com will provide replacement hardware for Chromebook devices, together with such other related parts and accessories as may be mutually agreed upon by the parties. Offerings include a wide range of high quality components designed for cost effective repair and extended device life. Members will have access to fast ground shipping at no additional cost, bulk order discounts, and dedicated customer support to ensure accurate and timely fulfillment.

Chromebook Repairs

ChromebookParts.com will provide Chromebook and/or iPad repair services to members, including both self-repair resources and professional repair options, together with such other related repair services as the parties may mutually agree upon from time to time. Members will have access to repair guides, technical support assets, and mail-in depot repair services managed by trained technicians. With one of the largest Chromebook parts inventories in the United States, ChromebookParts.com will support fast turnaround times and high parts availability to meet member repair needs.

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EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

< We offer 10% discounts from advertised price, and additional discounts available for volume and/or other promotions.

Deleted: <VENDOR-INSERT PRICING>

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. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes: No:
- c. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to: jtthomas@chromebookparts.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name):
Contact email address:
Contact Phone:
- d. If "No, Alternate method will be determined

Deleted:

3. Sales Representative Contact

- a. First, Last name: Justin, Thomas
- b. Title: Senior Account Executive
- c. Phone: 651-204-6590
- d. Email: jtthomas@chromebookparts.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):
Contact email address:
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

6. Product Information URL: chromebookparts.com

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

**ADDENDUM TO 2025-2028 SPECIAL BUY AGREEMENT BETWEEN ESUCC
COOPERATIVE PURCHASING AND Brisk Labs Corp.**

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Brisk Labs Corp** ("Contractor") to the 2025-2028 Special Buy Agreement signed by the Cooperative on September 17, 2025, and by the Contractor on September 15, 2025. The Addendum is as follows:

The Terms and Conditions of the Agreement are amended as follows:

1. **Artificial Intelligence.** For vendors providing, using, or incorporating Artificial Intelligence-powered educational tools or services, additional data privacy terms shall apply as set forth in Exhibit "E."

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

No Changes

Exhibit "B" is amended to add the following pricing information:

No Changes

Exhibit "E" AI-Powered Educational Tools Privacy

ARTICLE I: DEFINITIONS

1. **Aggregated Data** means information that has or collected together from multiple sources in a way that does not personally identify any individual, and from which individual identities and information have been removed.
2. **AI Training Data** means any data used to train, test, or validate the Contractor's artificial intelligence or machine learning algorithms, models, or systems.
3. **Applicable Laws** means all applicable federal, state, and local laws, regulations, and industry standards relating to the privacy, confidentiality, or security of student data, including but not limited to FERPA, COPPA, PPRA, and the student data privacy laws of Nebraska.
4. **Authorized School Representative** means a person designated by ESUCC or a Member thereof who has the authority to access student data and provide consent for the collection, use, and disclosure of such data on behalf of the ESUCC or Member.
5. **Change of Control** means any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Contractor or of the portion of Contractor that performs the Services in the Service Agreement.
6. **Data Breach** means an unauthorized release, access to, disclosure or acquisition of student data that compromises the security, confidentiality or integrity of the student data maintained by the Contractor in violation of applicable state or federal law.
7. **Data** means all data, including all Personally Identifiable Information (PII), Member Data, and any other non-public information. Data include, but are not limited to, student data, metadata, and user content.
8. **Member Data** means all PII and other information that is not intentionally made generally available by the ESUCC 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.

9. **Personally Identifiable Information** means 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 FERPA, 20 U.S.C. § 1232g.
10. **User** means a participant, instructor, or administrator of the Cooperative 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.
11. **De-Identified Data** means information that has been collected, manipulated, or anonymized that does not identify individual students and for which there is no reasonable basis to believe that the information can be used to identify an individual student. De-identification requires the removal of all direct and indirect student identifiers, including but not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID.
12. **Educational Records** shall have the meaning as set forth under FERPA, 20 § U.S.C. 1232g (a)(5)(A).
13. **Metadata** means information that provides meaning and context to other data being collected including but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.
14. **Parent** means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
15. **School Official** means a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Educational Records; and (3) is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.
16. **Service Agreement** means the quote, corresponding contract, purchase order or terms of service and/or terms of use.
17. **Student Data** means any data, whether gathered, created or inferred by Contractor or provided by the Cooperative, its Members, or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law.
18. **Student Generated Content** means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. "Student Generated Content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

19. **Subprocessor** means a party other than the Cooperative, a Member, or the Contractor, whom Contractor uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Contractor business purpose.
20. **Subprocessor Agreement** means the agreement between the Contractor and a third party Subprocessor.
21. **Targeted Advertising** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Contractor Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements.

ARTICLE II: SCOPE

In order to perform the Services outlined in this Agreement the Contractor shall only collect, use, and share Student Data as necessary to provide the Services to the Cooperative or its Members and to facilitate the Contractor's Services outlined in this Agreement. The Contractor shall not collect, use, or share Student Data for any other purpose without the Cooperative or Member's prior written consent.

The Contractor shall only share Student Data with the Cooperative and other educational institutions that have entered into a Student Data Privacy Agreement with the Contractor that provides protections at least as stringent as those set forth in this Exhibit "E." Data cannot be shared with any additional or outside parties without prior written consent of the Cooperative or its Member, except as required by law.

The Contractor may only use deidentified Data and Aggregated Data derived from the Student Data for product development, research or other purposes, provided that the Contractor shall:

1. Remove all direct and indirect personal identifiers. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID;
2. Not attempt to re-identify the deidentified data or transfer deidentified data unless that party agrees not to attempt reidentification;
3. Not use such De-Identified Data or Aggregated Data for any purpose other than improving the Contractor's educational products or services;
4. Implement and maintain technical and organizational measures to prevent re-identification of De-Identified Data; and
5. Maintain documentation of the de-identification process and make such documentation available to the Cooperative upon request.]

Contractor may use De-Identified Data and Aggregated Data derived from Student Data for the purposes described above without advance notice. If Contractor intends to use such data for a materially new purpose not described in this Section, Contractor shall provide the Cooperative with thirty (30) days' prior written notice.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

Commented [1]: We limited the notice obligation to apply only if Brisk were to use de-identified or aggregated data for a materially new purpose beyond what is listed in Article II. This keeps the safeguard in place without requiring notice for routine product improvements.

Deleted: The Contractor shall provide at least 30 days' written notice to the Cooperative before it intends to use deidentified Data and Aggregated Data derived from the Student Data.

3.1 Student Data Property of the Cooperative or its Members.

As between the Cooperative, its Members, and Contractor, all Student Data processed by the Contractor, or created by students, is and will continue to be the property of and under the control of the Cooperative or its Member (whichever is applicable). The Contractor further acknowledges and agrees that all copies of such Student Data processed by the Contractor, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the Cooperative or its Member (whichever is applicable).

3.2 Parent, Legal Guardian and Student Access.

The Cooperative and its Members shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Contractor shall establish reasonable procedures by which the Cooperative's Members may access, and correct, if necessary, Education Records and/or Student Data, and make a copy of the data available to the parent, legal guardian or eligible student directly. If a Member is not able to review or update the Student Data itself, Contractor shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request) to the Member's request for Student Data held by the Contractor to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Contractor to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Contractor shall refer that person to the Member, who will follow the necessary and proper procedures regarding the requested information.

This Agreement does not impede the ability of students, parents, or guardians to download, export, or otherwise save or maintain their own Student Generated Content directly from Contractor or for Contractor to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Contractors to offer the Cooperative or its Members features to allow such ability.

3.3 Subprocessors.

Contractor shall enter into a Subprocessor Agreement with any Subprocessors performing functions for the Contractor in order for the Contractor to provide the Services, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Contractor. The Contractor will provide a copy of all Subprocessor Agreements, upon reasonable request of the Cooperative or a Member thereof.

3.4 Third Party Request.

Should a Third Party, including law enforcement and government entities, contact Contractor with a legally binding request for data held by the Contractor pursuant to the Services, the Contractor shall notify the Cooperative or its Member in advance of a compelled disclosure to such Third Party.

ARTICLE IV: DUTIES OF THE CONTRACTOR

4.1 Privacy and Security Compliance.

The Contractor shall comply with all laws and regulations applicable to Contractor's protection of Student Data privacy and security, and, at the direction of the Cooperative and its Members, shall cooperate with any state or federal government-initiated audit of the use of the Services.

4.2 Contractor Employee Obligation.

Contractor shall require all of Contractor's employees who have access to Student Data to comply with all applicable provisions of this Agreement with respect to the Student Data shared under the Service Agreement. Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

4.3 No Disclosure.

Contractor acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data, except under (and only under) the following circumstances:

1. Disclosure is directed or permitted by the Cooperative, its Member, or this Agreement.
2. Disclosure is required pursuant to a judicial order or lawfully issued subpoena or warrant.
3. Disclosure to Subprocessors performing Services on behalf of the Contractor, pursuant to this Agreement.
4. Disclosure is to a student's parents or legal guardians.
5. Disclosure is for any other purpose approved in written advance by the Cooperative or its Member.

4.4 De-Identified Data.

Contractor agrees not to attempt to re-identify De-Identified Student Data without the written direction of the Cooperative.

4.5 Disposition of Data.

Upon written request from the Cooperative or a Member thereof, Contractor shall dispose of or provide a mechanism for the Member to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Contractor has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this Agreement is active. The Contractor's practice relating to retention and disposition of Student Data shall be provided to the Member, upon request.

Contractor will ensure that all Data in its possession and in the possession of any subprocessors, 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 or at the request of the Cooperative.

At the termination of this Agreement, the Contractor shall, unless directed otherwise by the Cooperative or a Member thereof, dispose of and delete Student Data obtained by the Contractor under the Agreement within sixty (60) days' of termination (unless otherwise required by law).

4.6 Advertising Limitations.

Contractor is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to the Cooperative or its Members; or (c) for any commercial purpose other than to provide the Service to the Cooperative or its Members, or as authorized by the Cooperative or its Members or a parent/guardian.

4.7 Data Mining

Contractor is prohibited from mining Data for any purposes other than those agreed in writing and in advance by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Collection.

Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.

5.2 Data Storage.

If Student Data is stored outside the United States, Contractor will provide a list of Countries where data is stored.”

5.3 Data Security.

Contractor agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Contractor shall adhere to any applicable law relating to data security of Student Data. The Contractor shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards, including but not limited to NIST Cybersecurity Framework, ISO 27001, and SANS Critical Security Controls, or as otherwise updated in industry standards. Additionally, Contractor may choose to further detail its security programs and measures.

Contractor’s safeguards must be documented in a comprehensive information security program that is reviewed and updated at least annually.

5.4 Data Breach.

In the event that Contractor confirms a Data Breach, the Contractor shall provide notification to the Cooperative within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Contractor shall follow the following process:

1. The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Contractor and as it becomes available:
 - a. The name and contact information of the Contractor subject to this section,
 - b. the date of the notice,
 - c. the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,

- d. Whether the notification was delayed because of a law enforcement investigation, if legally permissible to share that information,
 - e. A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
 - f. A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
 - g. Identification of impacted Members and individuals.
2. Contractor agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.
 3. Contractor further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and agrees to provide the Cooperative or its Members, upon reasonable written request, with a summary of said written Data Breach response plan.

5.5 Adherence to Cooperative Marketplace

Contractor shall comply with all additional, reasonable data sharing, privacy, and security requirements established by the Cooperative for Contractors participating in the ESUCC Cooperative Purchasing Marketplace, including but not limited to:

1. The ESUCC Cooperative's Contractor certification requirements;
2. The ESUCC Cooperative's data security standards and protocols;
3. The ESUCC Cooperative's transparency and reporting requirements; and
4. Any additional requirements that may be established by the ESUCC Cooperative from time to time and expressly incorporated into this Agreement by mutual written agreement.

Contractor shall comply with the Cooperative's data sharing, privacy, and security requirements that are expressly set forth in this Agreement and any incorporated policies identified at the time of execution. Contractor shall not be bound by additional requirements unless mutually agreed in writing.

5.6 Duty to Notify the ESUCC Cooperative

Contractor shall promptly notify the ESUCC Cooperative of any material changes that affect Contractor's obligations with respect to Student Data under this Agreement. Such notification shall, where feasible:

Commented [2]: Confirming before we sign -- does this list include anything not in the original agreement we have already signed? Any additional policies incorporated that we have not already reviewed?

Commented [3]: We narrowed this to apply only when Brisk's contractual obligations under this Agreement are affected.

Deleted: changes to its data privacy and security practices that may impact the Contractor's participation in the Cooperative.

1. Be provided at least thirty (30) days prior to the effective date of change;
2. Include a detailed description of the change; and;
3. Explain the potential impact of the change, on the privacy and security of Student Data,
4.

The Cooperative may object on reasonable grounds relating to data protection within seven (7) days of such notice. The parties shall work together in good faith to resolve the objection. If no resolution is reached, the Cooperative may exercise its termination rights under this Agreement with respect to the affected Services.

For clarity, Contractor shall not be required to notify the Cooperative of general updates to its global privacy notices, data processing addenda, or internal security policies, except to the extent such updates directly amend this Agreement. Nothing in this Section grants the Cooperative approval rights over Contractor's internal privacy or security practices.

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Deleted: ; and

Deleted: Provide the Cooperative with an opportunity to review and approve the changes before they are implemented.

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5.7 Designation of a Data Privacy and Security Officer

Contractor shall designate a qualified individual to serve as the Contractor's data privacy and security officer, who shall:

1. Be responsible for the Contractor's compliance with this Agreement and Applicable Laws;
2. Serve as the primary point of contact for the Cooperative on all matters related to data privacy and security;
3. Participate in regular meetings with the Cooperative's data privacy and security team; and
4. Provide regular reports to the Cooperative on the Contractor's data privacy and security practices.

5.8 Maintenance of Documentation

Each Party shall maintain comprehensive documentation of its compliance with this Agreement and the Cooperative's requirements and shall make such documentation available to the other Party, upon reasonable request.

All other terms and conditions of the 2025-2028 Special Buy Agreement shall remain in full force and effect.

CONTRACTOR

COOPERATIVE

 Maryel Ley
 Head of Operations
 Date Executed _____

 Larianne Polk
 Chief Executive Officer
 Date Executed _____

**AMENDMENT/EXTENSION TO 2022-2025 SPECIAL BUY AGREEMENT
BETWEEN ESUCC COOPERATIVE PURCHASING AND COUGHLAN
COMPANIES LLS dba CAPSTONE**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Coughlan Companies LLC dba Capstone ("Contractor") to the 2022-2025 Special Buy Agreement ("Agreement") signed by the Cooperative on November 28, 2022, and by the Contractor on November 28, 2022. The Addendum is as follows:

The Terms and Conditions of the Agreement are amended as follows:

1. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 2 of this Addendum.
2. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a Member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
3. **Scrutinized Company.** Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."
4. **Artificial Intelligence.** For vendors providing, using, or incorporating Artificial Intelligence-powered educational tools or services, additional data privacy terms shall apply as set forth in Exhibit "E." The Contractor does not use or incorporate Artificial Intelligence-powered educational tools or services and as such Exhibit E has been removed.

No Changes to Terms and Conditions Agreement.

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

No Changes to Exhibit A.

Exhibit "B" is amended to add the following pricing information:

ESUCC_Amendment-Extension to Special Buy Agreement_Pricing Proposal
2025-26

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until **November 16, 2028**. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

COOPERATIVE

By: _____

Name: Larianne Polk

Title: Chief Executive Officer

Date: _____

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

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

3. Sales Representative Contact

- a. First, Last name: Megan Muyskens
- b. Title: Sales Consultant
- c. Phone: 515-664-5884
- d. Email: megan.muyskens@gmail.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): Bids Team
Contact email address: bids@capstonepub.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

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

EXHIBIT "E"

AI-Powered Educational Tools Privacy Addendum

ARTICLE I: DEFINITIONS

1.1 Aggregated Data means information that has or collected together from multiple sources in a way that does not personally identify any individual, and from which individual identities and information have been removed.

1.2 AI Training Data means any data used to train, test, or validate the Contractor's artificial intelligence or machine learning algorithms, models, or systems.

1.3 Applicable Laws means all applicable federal, state, and local laws, regulations, and industry standards relating to the privacy, confidentiality, or security of student data, including but not limited to FERPA, COPPA, PPRa, and the student data privacy laws of Nebraska.

1.4 Authorized School Representative means a person designated by ESUCC or a Member thereof who has the authority to access student data and provide consent for the collection, use, and disclosure of such data on behalf of the ESUCC or Member.

1.5 Change of Control means any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Contractor or of the portion of Contractor that performs the Services in the Service Agreement.

1.6 Data Breach means an unauthorized release, access to, disclosure or acquisition of student data that compromises the security, confidentiality or integrity of the student data maintained by the Contractor in violation of applicable state or federal law.

1.7 Data means all data, including all Personally Identifiable Information (PII), Member Data, and any other non-public information. Data include, but are not limited to, student data, metadata, and user content.

1.8 Member Data means all PII and other information that is not intentionally made generally available by the ESUCC 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.

1.9 Personally Identifiable Information means 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 FERPA, 20 U.S.C. § 1232g.

1.10 User means a participant, instructor, or administrator of the Cooperative 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.

1.11 De-Identified Data means information that has been collected, manipulated, or anonymized that does not identify individual students and for which there is no reasonable basis to believe that the information can be used to identify an individual student. De-identification requires the removal of all direct and indirect student identifiers, including but not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID.

1.12 Educational Records shall have the meaning as set forth under FERPA, 20 § U.S.C. 1232g (a)(5)(A).

1.13 Metadata means information that provides meaning and context to other data being collected including but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.

1.14 Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

1.15 School Official means a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Educational Records; and (3) is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

1.16 Service Agreement means the quote, corresponding contract, purchase order or terms of service and/or terms of use.

1.17 Student Data means any data, whether gathered, created or inferred by Contractor or provided by the Cooperative, its Members, or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law.

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1.20 Subprocessor Agreement means the agreement between the Contractor and a third party Subprocessor.

1.21 Targeted Advertising means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Contractor Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements.

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The Contractor shall only share Student Data with the Cooperative and other educational institutions that have entered into a Student Data Privacy Agreement with the Contractor that provides protections at least as stringent as those set forth in this Exhibit "E." Data cannot be shared with any additional or outside parties without prior written consent of the Cooperative or its Member, except as required by law.

The Contractor may only use deidentified Data and Aggregated Data derived from the Student Data for product development, research or other purposes, provided that the Contractor shall:

1. Remove all direct and indirect personal identifiers. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID;
2. Not attempt to re-identify the deidentified data or transfer deidentified data unless that party agrees not to attempt reidentification;
3. Not use such De-Identified Data or Aggregated Data for any purpose other than improving the Contractor's educational products or services;
4. Implement and maintain technical and organizational measures to prevent re-identification of De-Identified Data; and
5. Maintain documentation of the de-identification process and make such documentation available to the Cooperative upon request.

The Contractor shall provide at least 30 days' written notice to the Cooperative before it intends to use deidentified Data and Aggregated Data derived from the Student Data.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

3.1 Student Data Property of the Cooperative or its Members.

As between the Cooperative, its Members, and Contractor, all Student Data processed by the Contractor, or created by students, is and will continue to be the property of and under the control of the Cooperative or its Member (whichever is applicable). The Contractor further acknowledges and agrees that all copies of such Student Data processed by the Contractor, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the Cooperative or its Member (whichever is applicable).

3.2 Parent, Legal Guardian and Student Access.

The Cooperative and its Members shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Contractor shall establish reasonable procedures by which the Cooperative's Members may access, and correct, if necessary, Education Records

and/or Student Data, and make a copy of the data available to the parent, legal guardian or eligible student directly. If a Member is not able to review or update the Student Data itself, Contractor shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request) to the Member's request for Student Data held by the Contractor to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Contractor to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Contractor shall refer that person to the Member, who will follow the necessary and proper procedures regarding the requested information.

This Agreement does not impede the ability of students, parents, or guardians to download, export, or otherwise save or maintain their own Student Generated Content directly from Contractor or for Contractor to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Contractors to offer the Cooperative or its Members features to allow such ability.

3.3 Subprocessors.

Contractor shall enter into a Subprocessor Agreement with any Subprocessors performing functions for the Contractor in order for the Contractor to provide the Services, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Contractor. The Contractor will provide a copy of all Subprocessor Agreements, upon reasonable request of the Cooperative or a Member thereof.

3.4 Third Party Request.

Should a Third Party, including law enforcement and government entities, contact Contractor with a legally binding request for data held by the Contractor pursuant to the Services, the Contractor shall notify the Cooperative or its Member in advance of a compelled disclosure to such Third Party.

ARTICLE IV: DUTIES OF THE CONTRACTOR

4.1 Privacy and Security Compliance.

The Contractor shall comply with all laws and regulations applicable to Contractor's protection of Student Data privacy and security, and, at the direction of the Cooperative and its Members, shall cooperate with any state or federal government-initiated audit of the use of the Services.

4.2 Contractor Employee Obligation.

Contractor shall require all of Contractor's employees who have access to Student Data to comply with all applicable provisions of this Agreement with respect to the Student Data shared under the Service Agreement. Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

4.3 No Disclosure.

Contractor acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public

information and/or personally identifiable information contained in the Student Data, except under (and only under) the following circumstances:

1. Disclosure is directed or permitted by the Cooperative, its Member, or this Agreement.
2. Disclosure is required pursuant to a judicial order or lawfully issued subpoena or warrant.
3. Disclosure to Subprocessors performing Services on behalf of the Contractor, pursuant to this Agreement.
4. Disclosure is to a student's parents or legal guardians.
5. Disclosure is for any other purpose approved in written advance by the Cooperative or its Member.

4.4 De-Identified Data.

Contractor agrees not to attempt to re-identify De-Identified Student Data without the written direction of the Cooperative.

4.5 Disposition of Data.

Upon written request from the Cooperative or a Member thereof, Contractor shall dispose of or provide a mechanism for the Member to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Contractor has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this Agreement is active. The Contractor's practice relating to retention and disposition of Student Data shall be provided to the Member, upon request.

Contractor will ensure that all Data in its possession and in the possession of any subprocessors, 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 or at the request of the Cooperative.

At the termination of this Agreement, the Contractor shall, unless directed otherwise by the Cooperative or a Member thereof, dispose of and delete Student Data obtained by the Contractor under the Agreement within sixty (60) days' of termination (unless otherwise required by law).

4.6 Advertising Limitations.

Contractor is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to the Cooperative or its Members; or (c) for any commercial purpose other than to provide the Service to the Cooperative or its Members, or as authorized by the Cooperative or its Members or a parent/guardian.

4.7 Data Mining

Contractor is prohibited from mining Data for any purposes other than those agreed in writing and in advance by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Collection.

Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.

5.2 Data Storage.

If Student Data is stored outside the United States, Contractor will provide a list of Countries where data is stored."

5.3 Data Security.

Contractor agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Contractor shall adhere to any applicable law relating to data security of Student Data. The Contractor shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards, including but not limited to NIST Cybersecurity Framework, ISO 27001, and SANS Critical Security Controls, or as otherwise updated in industry standards. Additionally, Contractor may choose to further detail its security programs and measures.

Contractor's safeguards must be documented in a comprehensive information security program that is reviewed and updated at least annually.

5.4 Data Breach.

In the event that Contractor confirms a Data Breach, the Contractor shall provide notification to the Cooperative within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Contractor shall follow the following process:

1. The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Contractor and as it becomes available:
 - a. The name and contact information of the Contractor subject to this section,
 - b. the date of the notice,
 - c. the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
 - d. Whether the notification was delayed because of a law enforcement investigation, if legally permissible to share that information,
 - e. A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
 - f. A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
 - g. Identification of impacted Members and individuals.
2. Contractor agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.
3. Contractor further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and

agrees to provide the Cooperative or its Members, upon reasonable written request, with a summary of said written Data Breach response plan.

5.5 Adherence to Cooperative Marketplace

Contractor shall comply with all additional, reasonable data sharing, privacy, and security requirements established by the Cooperative for Contractors participating in the ESUCC Cooperative Purchasing Marketplace, including but not limited to:

1. The ESUCC Cooperative's Contractor certification requirements;
2. The ESUCC Cooperative's data security standards and protocols;
3. The ESUCC Cooperative's transparency and reporting requirements; and
4. Any additional requirements that may be established by the ESUCC Cooperative from time to time.

5.6 Duty to Notify the ESUCC Cooperative

Contractor shall promptly notify the ESUCC Cooperative of any changes to its data privacy and security practices that may impact the Contractor's participation in the Cooperative. Such notification shall:

1. Be provided at least thirty (30) days prior to the implementation of any material changes;
2. Include a detailed description of the proposed changes;
3. Explain the potential impact of the changes on the privacy and security of Student Data; and
4. Provide the Cooperative with an opportunity to review and approve the changes before they are implemented.

5.7 Designation of a Data Privacy and Security Officer


Contractor shall designate a qualified individual to serve as the Contractor's data privacy and security officer, who shall:


1. Be responsible for the Contractor's compliance with this Agreement and Applicable Laws;
2. Serve as the primary point of contact for the Cooperative on all matters related to data privacy and security;
3. Participate in regular meetings with the Cooperative's data privacy and security team; and
4. Provide regular reports to the Cooperative on the Contractor's data privacy and security practices.

5.8 Maintenance of Documentation

Each Party shall maintain comprehensive documentation of its compliance with this Agreement and the Cooperative's requirements and shall make such documentation available to the other Party, upon reasonable request.

Pricing Proposal for: ESUCC Cooperative Purchasing PebbleGo Subscription Content Sets

PebbleGo K-2+ Modules			
	Animals Biographies	Health Science	Social Studies

PebbleGo Next 3-5+ Modules			
	Animals Biographies Health	Indigenous Peoples' History Science	Social Studies States

✦ ✦
All modules
available in
Spanish!
✦ ✦

Package	List Price	ESUCC Price
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PebbleGo Premier		
Included with your PebbleGo Premier Subscription:		
<ul style="list-style-type: none"> PebbleGo & PebbleGo Next: K-5+ 	\$2,999.00	\$2,849.05
<ul style="list-style-type: none"> Educator Tools Creation Tools (1) 50-eBook Subscription Bundle \$250 toward the purchase of Capstone print titles Preferred pricing on perpetual eBooks Admin Tools & Support 	Included Included Included Included \$15.00/eBook Included	

PebbleGo Classic		
Subscription Options: Your Choice of (1) PebbleGo Content Package		
<ul style="list-style-type: none"> PebbleGo & PebbleGo Next: K-5+ PebbleGo: K-2+ PebbleGo Next: 3-5+ 	\$1,999.00 \$1,399.00 \$1,399.00	\$1,899.05 \$1,329.00 \$1,329.00
Included with your PebbleGo Classic Subscription:		
<ul style="list-style-type: none"> (5) subscription Capstone eBooks Preferred pricing on perpetual eBooks Admin Tools & Support 	Included \$15.00/eBook Included	

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<ul style="list-style-type: none"> PebbleGo Spanish: K-2+ 	\$499.00	\$474.05
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Standards-aligned Subscription eBook Bundles		
Subscription Options:		
<ul style="list-style-type: none"> Capstone Interactive eBook Subscription Bundle <ul style="list-style-type: none"> Includes (50) subscription eBook titles 	\$150.00 / bundle	
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<ul style="list-style-type: none"> Capstone Interactive eBook <ul style="list-style-type: none"> Includes (1) perpetual eBook title Capstone Shop account required for list creation 	\$39.99	
Multi-eBook Purchase Options:		
<ul style="list-style-type: none"> PebbleGo Companion eBook Pack: (1) Topic* <ul style="list-style-type: none"> Includes (30) perpetual eBook titles 	\$450.00 / (1) Topic	
<ul style="list-style-type: none"> PebbleGo Companion eBook Pack: (5) Topics* <ul style="list-style-type: none"> Includes (150) perpetual eBook titles 	\$1,500.00 for (5) Topics	
<p><i>Capstone has (5) PebbleGo Companion eBook pack topics, aligned to each of PebbleGo's content sets: Animals, Biographies, Health, Science, Social Studies</i></p>		



Capstone Product End User License Agreement

Last Updated: July 2, 2024

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

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

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

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

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

1. **Applicable Products.** These terms apply to your access and use of the following digital software, educational platforms and tools offered by Capstone (collectively, the "Capstone Digital Products," each a "Capstone Digital Product"):
 - o PebbleGo (Including Add-Ons and Mobile Applications)
 - o Capstone Interactive
 - o Capstone Connect
 - o PebbleGo Create with Buncee
 - o Buncee (Including all Buncee products and Mobile Applications)
 - o Raintree (Including Raintree Online and Engage Literacy)

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



2. **Acceptance of Terms.** This Agreement will be binding on you upon the earliest of: (i) your execution, submission, or other acceptance of an Order (including any free trial), either electronically or in writing, or (ii) your installation, access, or use of a Capstone Digital Product or any related documentation. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS, OR USE A CAPSTONE DIGITAL PRODUCT. If you and Capstone are parties to Terms, a User License Agreement, or other agreement related to the Capstone Digital Products dated prior to the “Last Updated” date above, including any previous terms between you and Buncee LLC, you hereby agree that your access and use of the Capstone Digital Products after the last version of this Agreement is posted and presented to you when you log in to your account constitutes your acceptance of this Agreement in lieu of and superseding any prior terms and conditions related to your use of the Capstone Digital Products.
3. **Eligibility.** The Capstone Digital Products are offered and available for purchase by persons who are 18 years of age or older. By entering into an Order, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. Capstone makes no representation that the information or materials on or linked through the Capstone Digital Products are appropriate or available for use in locations outside of the United States. Those who choose to access the Capstone Digital Products from outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so.
4. **User Types.** You are eligible to purchase a license to the Capstone Digital Products solely as one of the following user types, provided that not all types are available for all Capstone Digital Products:
 - Parent/Legal Guardian: A “Parent/Legal Guardian” user type means an adult purchasing a license to a Capstone Digital Product for use by a child under the age of 18. Verifiable consent from the child’s parent or legal guardian is required in order for any child to use a Capstone Digital Product in connection with this user type. Please review the Children’s Privacy Policy located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy> to learn more about how Capstone collects, discloses, and uses information provided by children under the age of 13 in the United States and under the age of 16 in the European Union. You are responsible for complying with all of Capstone’s requests made in order to verify your consent for a child to use a Capstone Digital Product. Children may not use any Capstone Digital Products until we receive and process this verifiable consent.
 - Educator: An “Educator” user type means a teacher or school administrator who is authorized by the individual’s school and/or school district to subscribe to a Capstone Digital Product. As an Educator, you represent and warrant that you are a teacher or school administrator with permission and authorization from a school or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.



- School/District: A “School/District” user type means a school or district administrator purchasing a license to use a Capstone Digital Product for use by a school (i.e., multiple teachers and students) or school district (i.e., multiple schools and their teachers and students). As a School/District user type, you represent and warrant that you have permission and authorization from the school and/or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- General Adult: A “General Adult” user type means you are a person over the age of 18 who wants to enjoy a Capstone Digital Product for your own personal benefit. The license granted herein is limited to your sole use of a Capstone Digital Product.
- Organization: An “Organization” user type means you are a legal entity, business, or organization purchasing a license, or permitting your customers or end users to purchase a license, to make a Capstone Digital Product available to your customers or end users for their use. Your authorizations and permissions to use the Capstone Digital Product and make it available to such customers or end users are limited to those specified in your Order and do not exceed any limitations or restrictions generally imposed by the terms and conditions of this Agreement. As an Organization type, you will ensure that any customer or end user that accesses a Capstone Digital Product under your license is advised of the terms and conditions of this Agreement and is required to accept them.

5. Account Creation and Credentialing.

- All users, regardless of whether they personally purchased a license for use of a Capstone Digital Product, are subject to Capstone’s Acceptable Use Policy (which is located at <https://www.capstonepub.com/acceptable-use-policy>, and incorporated herein by reference) and may be held individually liable for any violation of the Acceptable Use Policy. In addition, the user who entered into an Order with Capstone is liable for any of their authorized users’ violations of the Acceptable Use Policy.
- You must register and create an account in order to access and use the Capstone Digital Products. You may need to provide certain registration details or other information on behalf of yourself or other users to create an account and to otherwise access and use the Capstone Digital Products. It is a condition of your access and use of the Capstone Digital Products that all the information you provide to register with the Capstone Digital Products is correct, current, and complete. You further agree you will not in any way misrepresent your identity at any time when accessing or using a Capstone Digital Product. You agree that all information you provide to register with the Capstone Digital Products is governed by our Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>, and you consent to all accounts we take with respect to your information consistent with our Privacy Policies. Where it is reasonable to do so, or permitted by law, we may rely on implied consent.



- Educators are, and Schools/Districts and Organizations may designate, administrative users (“Admin Users”). Admin Users can create additional authorized user accounts for their students, faculty or other individuals (“Authorized Users”) and assign certain permissions to such additional accounts. You are liable for all use of the Capstone Digital Products by your Authorized Users and the conduct of your Authorized Users shall be considered your conduct for the purposes of the rights and obligations hereunder. Depending on the level of permissions assigned to your user account, you may not have access to or be able to view or use all of the functions or features of the Capstone Digital Products.
6. **Account Security.** You are responsible for maintaining the security and confidentiality of all usernames, passwords, and other login credentials used in connection with Capstone Digital Products and you must immediately notify Capstone if any usernames, passwords, or other login credentials are accessed by or disclosed to any unauthorized person. It is your responsibility to change any passwords immediately if you suspect or feel the security of any account you use or manage has been compromised. You may not permit others to use your account, unless permitted by the terms of this Agreement, and you may not sell, trade, or otherwise transfer your account to another party. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of this Agreement or we suspect the security of any account has been compromised.
7. **User Content.** Certain Capstone Digital Products allow you and your Authorized Users to upload, post, share, submit, or contribute information, text, data, photographs, and other content (collectively, “User Content”), including through invitations and shared forums. In uploading, posting, submitting, or sharing any User Content to any Capstone Digital Product, you grant Capstone, and our affiliates, licensors, and service providers, and each of their and our respective licensees, successors, and assigns (collectively, the “Capstone Parties”), and all other Capstone Digital Products users, a non-exclusive, sublicensable, irrevocable, transferable, perpetual, worldwide, royalty-free license to use, display, access, view, store, download, reproduce, adapt, translate, modify, and prepare derivative works of, publicly display, publicly perform User Content, and post or forward User Content to others, for the purpose of providing you the Capstone Digital Products, exercising our rights or obligations under this Agreement, developing or improving the Capstone Digital Products or other of our products or services, or any other use described in our Privacy Policies. You also acknowledge and agree that Capstone does not control other users’ acts or User Content submissions. We do not specifically collect any User Content and disclaim all warranties and liabilities for User Content. We are not responsible and disclaim all liability for any action taken by any third party with respect to your User Content that you have made public or otherwise available to third parties. For clarity, if Capstone creates or develops information, data, databases, or datasets that are derived from, or reference, User Content, but do not identify, and cannot be reasonably used to identify, any individual, entity, or organization (collectively, “De-identified Data”), then, as between you and Capstone, you agree Capstone is the sole and exclusive owner of such De-identified Data and all derivative works thereof.



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

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

9. **User Content Standards.** You understand and acknowledge that you are responsible for any User Content you or your Authorized Users upload, post, share, submit, or contribute, and you, not Capstone, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Capstone is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Capstone Digital Products. Capstone may, in its sole discretion, deny any application to post or share User Content. The following standards apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations, and must not:
- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
 - Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
 - Infringe any patent, trademark, trade secret, copyright, or other Intellectual Property or other rights of any other person.
 - Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement or the Capstone Privacy Policies.
 - Be likely to deceive any person.
 - Promote any illegal activity, or advocate, promote, or assist any unlawful act.



- Contain any alcohol-related or mature content without appropriate age-based restrictions.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by Capstone or any other person or entity, if this is not the case.
- Contain any information about a person under 18 years of age without parent or legal guardian permission in the case of a General Adult user.
- Criticize Capstone, the Capstone Digital Products, or the service of any of Capstone's operational partners.

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

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

11. Data Retention and Backups.



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

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- Entire Agreement. This Agreement, the Order, the Capstone Website Terms of Use located at <https://www.capstonepub.com/support/legal-central/website-terms-use>, the Capstone Acceptable Use Policy located at <https://www.capstonepub.com/acceptable-use-policy> and the Capstone Privacy Policies located at <https://www.capstonepub.com/support/privacy-central> constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.
- No Waiver. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- Severability. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforceable to the maximum extent permissible, and the other provision of the Agreement will remain in force.
- Force Majeure. Neither party will be liable for or considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond the party's



reasonable control and that either party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, Capstone will give prompt notice to you and will use commercially reasonable efforts to minimize the impact of the event. This clause in no way abrogates or limits the Disclaimer of Warranty, Limitation of Liability, and Indemnification provisions otherwise set forth in this Agreement and the representations and warranties made in this Agreement.

- Enforcement; Governing Law. If You are a publicly funded, non-profit educational institution, this Agreement will be governed by the internal laws of the State in which You are situated, without regard to its 'conflicts of laws' rule, as identified in the Order. In all other cases, this Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Capstone Digital Products shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in Mankato, Minnesota. You submit to and hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- Assignment. Your rights under this Agreement are not assignable or transferable (by operation of law or otherwise). This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No third-party beneficiaries are intended or shall be construed as created by virtue of this Agreement, including without limitation, the parties agree that your students and faculty are not third-party beneficiaries to this Agreement.
- Modifications to Agreement. Capstone reserves the right to make any necessary changes, modifications, or updates to this Agreement at any time.
- Notices; General Contact Information. For purposes of messages and notices to you about the Capstone Digital Products, we may send you an email to the email address associated with your account, or any other contact information part of the Order, in our discretion. We have no liability associated with or arising from your failure to maintain accurate contact or other information with us. If you have any questions about this Agreement, you may contact Capstone as the following address:

Coughlan Companies LLC d/b/a Capstone, 1710 Roe Crest Drive North Mankato, MN 56003
Email: support@capstonepub.com; legal@capstonepub.com Fax: 1- 888-262-0705

If in the United Kingdom:
Raintree, 264 Banbury Road, Oxford, OX2 7DY, United Kingdom
Email: feedback@raintree.co.uk

AMENDMENT/EXTENSION TO 2022-2025 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND SCHOLASTIC, INC.

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Scholastic, Inc. ("Contractor") to the 2022-2025 Special Buy Agreement ("Agreement") signed by the Cooperative on December 6, 2022, and by the Contractor on December 6, 2022. The Addendum is as follows:

The Terms and Conditions of the Agreement are amended as follows:

- 1.** Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 2 of this Addendum.
- 2. Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a Member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
- 3. Scrutinized Company.** Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."
- 4. Artificial Intelligence.** For vendors providing, using, or incorporating Artificial Intelligence-powered educational tools or services, additional data privacy terms shall apply as set forth in Exhibit "E."

No Changes to Terms and Conditions Agreement.

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

No Changes to Exhibit A.

Exhibit "B" is amended to add the following pricing information:

No Changes to Exhibit B.

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until November 16, 2028. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

COOPERATIVE

By: _____

Name: Larianne Polk

Title: Chief Executive Officer

Date: _____

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

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: X ___ No: ___
- b. If "Yes", Order receipt method: Email: KMBrown@Scholastic.com cXML: n/a
 - i. If "Email" address to deliver orders to: KMBrown@Scholastic.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): n/a _____
Contact email address: n/a _____
Contact Phone: n/a _____
- c. If "No", Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Tina Roller
- b. Title: _____
- c. Phone: 800-387-1437 X6354
- d. Email: TRoller1@Scholastic.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

1. **Product Information URL:** _____

EXHIBIT "E"

AI-Powered Educational Tools Privacy Addendum

ARTICLE I: DEFINITIONS

1.1 Aggregated Data means information that has or collected together from multiple sources in a way that does not personally identify any individual, and from which individual identities and information have been removed.

1.2 AI Training Data means any data used to train, test, or validate the Contractor's artificial intelligence or machine learning algorithms, models, or systems.

1.3 Applicable Laws means all applicable federal, state, and local laws, regulations, and industry standards relating to the privacy, confidentiality, or security of student data, including but not limited to FERPA, COPPA, PPRA, and the student data privacy laws of Nebraska.

1.4 Authorized School Representative means a person designated by ESUCC or a Member thereof who has the authority to access student data and provide consent for the collection, use, and disclosure of such data on behalf of the ESUCC or Member.

1.5 Change of Control means any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Contractor or of the portion of Contractor that performs the Services in the Service Agreement.

1.6 Data Breach means an unauthorized release, access to, disclosure or acquisition of student data that compromises the security, confidentiality or integrity of the student data maintained by the Contractor in violation of applicable state or federal law.

1.7 Data means all data, including all Personally Identifiable Information (PII), Member Data, and any other non-public information. Data include, but are not limited to, student data, metadata, and user content.

1.8 Member Data means all PII and other information that is not intentionally made generally available by the ESUCC 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.

1.9 Personally Identifiable Information means 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 FERPA, 20 U.S.C. § 1232g.

1.10 User means a participant, instructor, or administrator of the Cooperative 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.

1.11 De-Identified Data means information that has been collected, manipulated, or anonymized that does not identify individual students and for which there is no reasonable basis to believe that the information can be used to identify an individual student. De-identification requires the removal of all direct and indirect student identifiers, including but not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID.

1.12 Educational Records shall have the meaning as set forth under FERPA, 20 § U.S.C. 1232g (a)(5)(A).

1.13 Metadata means information that provides meaning and context to other data being collected including but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.

1.14 Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

1.15 School Official means a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Educational Records; and (3) is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

1.16 Service Agreement means the quote, corresponding contract, purchase order or terms of service and/or terms of use.

1.17 Student Data means any data, whether gathered, created or inferred by Contractor or provided by the Cooperative, its Members, or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law.

1.18 Student Generated Content means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. "Student Generated Content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

1.19 Subprocessor means a party other than the Cooperative, a Member, or the Contractor, whom Contractor uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Contractor business purpose.

1.20 Subprocessor Agreement means the agreement between the Contractor and a third party Subprocessor.

1.21 Targeted Advertising means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Contractor Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements.

ARTICLE II: SCOPE

In order to perform the Services outlined in this Agreement the Contractor shall only collect, use, and share Student Data as necessary to provide the Services to the Cooperative or its Members and to facilitate the Contractor's Services outlined in this Agreement. The Contractor shall not collect, use, or share Student Data for any other purpose without the Cooperative or Member's prior written consent.

The Contractor shall only share Student Data with the Cooperative and other educational institutions that have entered into a Student Data Privacy Agreement with the Contractor that provides protections at least as stringent as those set forth in this Exhibit "E." Data cannot be shared with any additional or outside parties without prior written consent of the Cooperative or its Member, except as required by law.

The Contractor may only use deidentified Data and Aggregated Data derived from the Student Data for product development, research or other purposes, provided that the Contractor shall:

1. Remove all direct and indirect personal identifiers. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID;
2. Not attempt to re-identify the deidentified data or transfer deidentified data unless that party agrees not to attempt reidentification;
3. Not use such De-Identified Data or Aggregated Data for any purpose other than improving the Contractor's educational products or services;
4. Implement and maintain technical and organizational measures to prevent re-identification of De-Identified Data; and
5. Maintain documentation of the de-identification process and make such documentation available to the Cooperative upon request.

The Contractor shall provide at least 30 days' written notice to the Cooperative before it intends to use deidentified Data and Aggregated Data derived from the Student Data.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

3.1 Student Data Property of the Cooperative or its Members.

As between the Cooperative, its Members, and Contractor, all Student Data processed by the Contractor, or created by students, is and will continue to be the property of and under the control of the Cooperative or its Member (whichever is applicable). The Contractor further acknowledges and agrees that all copies of such Student Data processed by the Contractor, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the Cooperative or its Member (whichever is applicable).

3.2 Parent, Legal Guardian and Student Access.

The Cooperative and its Members shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Contractor shall establish reasonable procedures by which the Cooperative's Members may access, and correct, if necessary, Education Records

and/or Student Data, and make a copy of the data available to the parent, legal guardian or eligible student directly. If a Member is not able to review or update the Student Data itself, Contractor shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request) to the Member's request for Student Data held by the Contractor to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Contractor to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Contractor shall refer that person to the Member, who will follow the necessary and proper procedures regarding the requested information.

This Agreement does not impede the ability of students, parents, or guardians to download, export, or otherwise save or maintain their own Student Generated Content directly from Contractor or for Contractor to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Contractors to offer the Cooperative or its Members features to allow such ability.

3.3 Subprocessors.

Contractor shall enter into a Subprocessor Agreement with any Subprocessors performing functions for the Contractor in order for the Contractor to provide the Services, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Contractor. The Contractor will provide a copy of all Subprocessor Agreements, upon reasonable request of the Cooperative or a Member thereof.

3.4 Third Party Request.

Should a Third Party, including law enforcement and government entities, contact Contractor with a legally binding request for data held by the Contractor pursuant to the Services, the Contractor shall notify the Cooperative or its Member in advance of a compelled disclosure to such Third Party.

ARTICLE IV: DUTIES OF THE CONTRACTOR

4.1 Privacy and Security Compliance.

The Contractor shall comply with all laws and regulations applicable to Contractor's protection of Student Data privacy and security, and, at the direction of the Cooperative and its Members, shall cooperate with any state or federal government-initiated audit of the use of the Services.

4.2 Contractor Employee Obligation.

Contractor shall require all of Contractor's employees who have access to Student Data to comply with all applicable provisions of this Agreement with respect to the Student Data shared under the Service Agreement. Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

4.3 No Disclosure.

Contractor acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public

information and/or personally identifiable information contained in the Student Data, except under (and only under) the following circumstances:

1. Disclosure is directed or permitted by the Cooperative, its Member, or this Agreement.
2. Disclosure is required pursuant to a judicial order or lawfully issued subpoena or warrant.
3. Disclosure to Subprocessors performing Services on behalf of the Contractor, pursuant to this Agreement.
4. Disclosure is to a student's parents or legal guardians.
5. Disclosure is for any other purpose approved in written advance by the Cooperative or its Member.

4.4 De-Identified Data.

Contractor agrees not to attempt to re-identify De-Identified Student Data without the written direction of the Cooperative.

4.5 Disposition of Data.

Upon written request from the Cooperative or a Member thereof, Contractor shall dispose of or provide a mechanism for the Member to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Contractor has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this Agreement is active. The Contractor's practice relating to retention and disposition of Student Data shall be provided to the Member, upon request.

Contractor will ensure that all Data in its possession and in the possession of any subprocessors, 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 or at the request of the Cooperative.

At the termination of this Agreement, the Contractor shall, unless directed otherwise by the Cooperative or a Member thereof, dispose of and delete Student Data obtained by the Contractor under the Agreement within sixty (60) days' of termination (unless otherwise required by law).

4.6 Advertising Limitations.

Contractor is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to the Cooperative or its Members; or (c) for any commercial purpose other than to provide the Service to the Cooperative or its Members, or as authorized by the Cooperative or its Members or a parent/guardian.

4.7 Data Mining

Contractor is prohibited from mining Data for any purposes other than those agreed in writing and in advance by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Collection.

Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.

5.2 Data Storage.

If Student Data is stored outside the United States, Contractor will provide a list of Countries where data is stored.”

5.3 Data Security.

Contractor agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Contractor shall adhere to any applicable law relating to data security of Student Data. The Contractor shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards, including but not limited to NIST Cybersecurity Framework, ISO 27001, and SANS Critical Security Controls, or as otherwise updated in industry standards. Additionally, Contractor may choose to further detail its security programs and measures.

Contractor’s safeguards must be documented in a comprehensive information security program that is reviewed and updated at least annually.

5.4 Data Breach.

In the event that Contractor confirms a Data Breach, the Contractor shall provide notification to the Cooperative within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Contractor shall follow the following process:

1. The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Contractor and as it becomes available:
 - a. The name and contact information of the Contractor subject to this section,
 - b. the date of the notice,
 - c. the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
 - d. Whether the notification was delayed because of a law enforcement investigation, if legally permissible to share that information,
 - e. A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
 - f. A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
 - g. Identification of impacted Members and individuals.
2. Contractor agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.
3. Contractor further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and

agrees to provide the Cooperative or its Members, upon reasonable written request, with a summary of said written Data Breach response plan.

5.5 Adherence to Cooperative Marketplace

Contractor shall comply with all additional, reasonable data sharing, privacy, and security requirements established by the Cooperative for Contractors participating in the ESUCC Cooperative Purchasing Marketplace, including but not limited to:

1. The ESUCC Cooperative's Contractor certification requirements;
2. The ESUCC Cooperative's data security standards and protocols;
3. The ESUCC Cooperative's transparency and reporting requirements; and
4. Any additional requirements that may be established by the ESUCC Cooperative from time to time.

5.6 Duty to Notify the ESUCC Cooperative

Contractor shall promptly notify the ESUCC Cooperative of any changes to its data privacy and security practices that may impact the Contractor's participation in the Cooperative. Such notification shall:

1. Be provided at least thirty (30) days prior to the implementation of any material changes;
2. Include a detailed description of the proposed changes;
3. Explain the potential impact of the changes on the privacy and security of Student Data; and
4. Provide the Cooperative with an opportunity to review and approve the changes before they are implemented.

5.7 Designation of a Data Privacy and Security Officer

Contractor shall designate a qualified individual to serve as the Contractor's data privacy and security officer, who shall:

1. Be responsible for the Contractor's compliance with this Agreement and Applicable Laws;
2. Serve as the primary point of contact for the Cooperative on all matters related to data privacy and security;
3. Participate in regular meetings with the Cooperative's data privacy and security team; and
4. Provide regular reports to the Cooperative on the Contractor's data privacy and security practices.

5.8 Maintenance of Documentation

Each Party shall maintain comprehensive documentation of its compliance with this Agreement and the Cooperative's requirements and shall make such documentation available to the other Party, upon reasonable request.



2025-2028 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **School AI, Inc** ("Contractor"). Educational Service Unit Coordinating Council (ESUCC) was created in statute to coordinate the activities of Nebraska's 17 Educational Service Units. The Educational Service Unit Coordinating Council was created by LB 603 in 2007 and officially came into existence on July 1, 2008. Cooperative Purchasing is a Project of ESUCC that has been in existence since 1968 with the purpose of providing the Educational Service Unit (ESU) member school districts ("Members") of Nebraska an opportunity to secure the maximum procurement value through cooperative synergies. The Educational Service Unit Coordinating Council (ESUCC) Advisory group serves as the steering committee for new and future cooperative buys statewide under its direction. A chief executive officer coordinates the statewide purchasing agreement between educational service units and their school districts and other serviceable entities. The Director of Cooperative Purchasing manages the program with the guidance of the ESUCC, Advisory Board, and the Fiscal Agent. ESUCC serves 17 ESUs that provide a statewide network of educational opportunities to approximately 244 school districts and more than 325,000 students.

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

- 1. Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
- 2. Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
- 3. Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
- 4. Term.** This Agreement is effective on October 17, 2025 ("Effective Date") and shall continue until 12:00 midnight (CST) on October 16, 2028, unless terminated earlier

as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

- 5. Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
- 6. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Delaware. Mandatory and exclusive venue for any disputes shall be in [Insert] County, Delaware.
- 7. 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, or upon termination or expiration of this Agreement, at the request of the Member. Contractor’s use of deidentified Data shall survive the termination of this Agreement or any request by the Cooperative to return or dispose of Member Data.
- 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.

Q. **Artificial Intelligence.** For vendors providing, using, or incorporating Artificial Intelligence-powered educational tools or services, additional data privacy terms shall apply as set forth in Exhibit "E."

8. 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.

9. Indemnification.

A. Indemnification by Contractor. 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 third-party claims damages, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising from: (a) Contractor's breach of a material term of this Agreement; (b) Contractor's violation of Applicable Law; or (c) Contractor's gross negligence or willful misconduct.

B. Indemnification by Cooperative. Cooperative will defend, indemnify, and hold harmless Contractor, its affiliates, and their respective officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising from: (a) Cooperative's breach of a material term of this Agreement; (b) Cooperative's violation of Applicable Law; or (c) Cooperative's gross negligence or willful misconduct.

C. Procedures. The indemnifying party's obligations are subject to: (a) prompt written notice of the claim; (b) exclusive control of defense/settlement; and (c) reasonable cooperation by the indemnified party.

10. Limitation of Liability. Neither party shall be liable to the other party or any third party (whether in tort, contract, equity, warranty, or otherwise) for any special, consequential, punitive, general, indirect, or incidental damages arising out of or relating to this Agreement or the performance of Services hereunder; provided,

however, that the foregoing limitation shall not apply in the event of either party's gross negligence, intentional or willful misconduct, fraud, or material breach of its obligations under this Agreement. Subject to the foregoing, neither party's total liability to the other party or any third party for any and all claims, losses, liabilities, costs, fines, penalties, or damages arising out of or relating to this Agreement or the Services provided hereunder shall exceed an amount equal to two (2) times the total fees paid or payable by the Cooperative to Contractor under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

11. Tariffs. In the event of significant delay or price increase of materials or goods occurring during the performance of the contract due to a tariff (or other similar government-mandated price adjustment) that goes into effect after the execution of this contract, the contract price/sum, time of performance, or contract requirements may, by mutual agreement, be equitably adjusted by written amendment of the contract. A change in price of an item of material or good will be considered significant when the price of an item increases 5 percent between the date of execution of the contract as a direct result of a tariff or other government-mandate. The price amendment must be effective only as long as the tariff is in effect. The intent of the adjustment is to hold the vendor harmless from the impact of the tariff, but the price adjustment is in no way intended to provide or guarantee the same percentage of profit to the benefit of the vendor. The vendor must provide documentation that is satisfactory to ESUCC to support any claim under this section. In addition, ESUCC will have the right to request a cost analysis vs. price analysis for each change in tariff adjustment request. In the event that the parties are unable to reach an agreement regarding a contract amendment under this section, either party has the option to terminate the contract during the term of the contract, bid award and/or re-award the item to the next low bid.

12. 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.

- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.

- 19. Taxpayer Identification.** Contractor's federal employer identification number is: **87-3085545**
- 20. 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.
- 21. 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: Larianne Polk
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: **School AI, Inc**
2000 Ashton Blvd, #500,
Lehi, UT 84043

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

- 22. 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.
- 23. Entire Agreement.** The Agreement including all exhibits and attachments hereto (including Exhibit E), constitutes the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. In the event of a conflict between the terms of this Agreement and Exhibit E, the terms of Exhibit E shall control in the event of any conflict, except as otherwise expressly stated 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.

- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.

- 30. Subcontractors.** The Contractor may subcontract services or any part of this Agreement provided that Contractor provide Cooperative with prior written notice of any new subcontractor, and Cooperative shall have the right to object to such subcontractor within 10 business days of receiving such notice., which consent shall not be unreasonably withheld, conditioned, or delayed. Contractor remains responsible for any action or inaction by those subcontractors that, if it were attributable to Contractor, would be a breach of this Agreement.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. Scrutinized Company.** Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any

products or services to be provided under this Agreement do not originate with any "scrutinized company."

37. 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
- Exhibit E - AI-Powered Educational Tools Privacy Addendum

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

CONTRACTOR

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

COOPERATIVE

By: _____
Name: Larianne Polk
Title: Chief Executive Officer
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

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. For subscription-based or other intangible services, acceptance shall occur upon the earlier of (a) first productive use, or (b) 15 days after delivery/go-live, unless material nonconformance is reported.
- 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. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes: No:
- c. If "Yes", Order receipt method: Email: _____ cXML: _____
 - i. If "Email" address to deliver orders to: _____
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- d. If "No, Alternate method will be determined

3. Sales Representative Contact

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

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. **Product Information URL:**

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT
SOFTWARE LICENSE AGREEMENT

EXHIBIT "E"

AI-Powered Educational Tools Privacy Addendum

ARTICLE I: DEFINITIONS

1.1 Aggregated Data means information that has or collected together from multiple sources in a way that does not personally identify any individual, and from which individual identities and information have been removed.

1.2 AI Training Data means any data used to train, test, or validate the Contractor's artificial intelligence or machine learning algorithms, models, or systems.

1.3 Applicable Laws means all applicable federal, state, and local laws, regulations, and industry standards relating to the privacy, confidentiality, or security of student data, including but not limited to FERPA, COPPA, PPRa, and the student data privacy laws of Nebraska.

1.4 Authorized School Representative means a person designated by ESUCC or a Member thereof who has the authority to access student data and provide consent for the collection, use, and disclosure of such data on behalf of the ESUCC or Member.

1.5 Change of Control means any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Contractor or of the portion of Contractor that performs the Services in the Service Agreement.

1.6 Data Breach means an unauthorized release, access to, disclosure or acquisition of student data that compromises the security, confidentiality or integrity of Student Data maintained by the Contractor in violation of applicable state or federal law. For the avoidance of doubt, a Data Breach shall not include attempted but unsuccessful or inconsequential incidents that are trivial in nature, such as "pings" and other broadcast service attacks

1.7 Data means all data, including all Personally Identifiable Information (PII), Member Data, and any other non-public information. Data include, but are not limited to, student data, metadata, and user content.

1.8 Member Data means all PII and other information that is not intentionally made generally available by the ESUCC 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.

1.9 Personally Identifiable Information means 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 FERPA, 20 U.S.C. § 1232g.

1.10 User means a participant, instructor, or administrator of the Cooperative 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.

1.11 De-Identified Data means information that has been collected, manipulated, or anonymized that does not identify individual students and for which there is no reasonable basis to believe that the information can be used to identify

an individual student. De-identification requires the removal of all direct and indirect student identifiers, including but not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID.

1.12 Educational Records shall have the meaning as set forth under FERPA, 20 § U.S.C. 1232g (a)(5)(A).

1.13 Metadata means information that provides meaning and context to other data being collected including but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.

1.14 Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

1.15 Processing means any activity that involves the use of Student Data or that Applicable Laws may otherwise include in the definition of Processing. Processing includes, but is not limited to, receiving, accessing, collecting, organizing, retaining, using, disclosing, selling, storing, altering, manipulating, adapting, analyzing, aggregating, categorizing, and deriving or creating information from, Student Data. For clarity, the term "process" when used in any tense shall have the correlative meaning to "Processing."

1.16 School Official means a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Educational Records; and (3) is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

1.17 Service Agreement means the quote, corresponding contract, purchase order or terms of service and/or terms of use.

1.18 Student Data means any data, whether gathered, created or inferred by Contractor or provided by the Cooperative, its Members, or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law.

1.19 Student Generated Content means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. "Student Generated Content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

1.20 Subprocessor means a party other than the Cooperative, a Member, or the Contractor, whom Contractor uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Contractor business purpose.

1.21 Subprocessor Agreement means the agreement between the Contractor and a third party Subprocessor.

1.22 Targeted Advertising means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Contractor Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements.

ARTICLE II: SCOPE

The purpose of this Agreement is to establish the roles, responsibilities, and requirements of the Parties with respect to the privacy and security of Student Data Processed by Contractor in its provision of the Services to Cooperative. In providing the Services, the Parties agree that Contractor shall be designated and act as a "School Official" with a legitimate educational interest under FERPA and shall perform institutional services or functions otherwise performed by the Cooperative. Contractor agrees that it is under the direct control of the Cooperative with respect to its use and maintenance of Student Data and shall comply with all applicable Data Protection Laws. This DPA shall only apply to the extent that Contractor Processes Student Data on behalf of Cooperative that is subject to applicable Data Protection Laws; in all other cases, this Agreement shall be of no force or effect.

In order to perform the Services outlined in this Agreement the Contractor shall only collect, use, and share Student Data as necessary to provide the Services to the Cooperative or its Members and to facilitate the Contractor's Services outlined in this Agreement. The Contractor shall not collect, use, or share Student Data for any other purpose without the Cooperative or Member's prior written consent.

The Contractor shall only share Student Data with the Cooperative and other educational institutions that have entered into a Student Data Privacy Agreement with the Contractor that provides protections at least as stringent as those set forth in this Exhibit "E." Data cannot be shared with any additional or outside parties without prior written consent of the Cooperative or its Member, except as required by law.

The Contractor may only use De-identified Data and Aggregated Data derived from the Student Data for purposes permitted under applicable law, for purposes allowed under this Agreement related to the Processing of Student Data, and for the following additional purposes: (1) assisting the Cooperative or other governmental agencies in conducting research and studies; (2) research, development, and improvement of Contractor's educational platforms, services, or applications, and to demonstrate the effectiveness of the Services; and (3) enabling adaptive learning and customized student learning experiences, provided that the Contractor shall:

1. Remove all direct and indirect personal identifiers. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID;
2. Not attempt to re-identify the deidentified data or transfer deidentified data unless that party agrees not to attempt reidentification;
3. Not use such De-Identified Data or Aggregated Data for any purpose other than improving the Contractor's educational products or services;
4. Implement and maintain technical and organizational measures to prevent re-identification of De-Identified Data; and

5. Maintain documentation of the de-identification process and make such documentation available to the Cooperative upon request.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

3.1 Student Data Property of the Cooperative or its Members.

As between the Cooperative, its Members, and Contractor, all Student Data Processed or Transmitted by the Contractor pursuant to the Agreement, is and will continue to be the property of and under the control of the Cooperative or its Member (whichever is applicable). The Contractor further acknowledges and agrees that all copies of such Student Data processed by the Contractor, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the Cooperative or its Member (whichever is applicable). For purposes of FERPA, Contractor shall be considered a School Official under the control and direction of the Cooperative with respect to its use of Student Data.

3.2 Parent, Legal Guardian and Student Access.

The Cooperative and its Members shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Contractor shall establish reasonable procedures by which the Cooperative's Members may access, and correct, if necessary, Education Records and/or Student Data, and make a copy of the data available to the parent, legal guardian or eligible student directly. If a Member is not able to review or update the Student Data itself, Contractor shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request) to the Member's request for Student Data held by the Contractor to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Contractor to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Contractor shall refer that person to the Member, who will follow the necessary and proper procedures regarding the requested information.

This Agreement does not impede the ability of students, parents, or guardians to download, export, or otherwise save or maintain their own Student Generated Content that is stored or maintained by Contractor. Contractor shall, upon written request from the Cooperative, provide reasonable assistance or a mechanism for the Cooperative or the eligible student to transfer such content to a personal account controlled by the student.

3.3 Subprocessors.

Contractor shall enter into a Subprocessor Agreement with any Subprocessors performing functions for the Contractor in order for the Contractor to provide the Services, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless

notice is provided to the Contractor. The Contractor will provide a copy of all Subprocessor Agreements, upon reasonable request of the Cooperative or a Member thereof.

3.4 Third Party Request.

Should a Third Party, including law enforcement and government entities, contact Contractor with a legally binding request for data held by the Contractor pursuant to the Services, the Contractor shall notify the Cooperative or its Member in advance of a compelled disclosure to such Third Party.

ARTICLE IV: DUTIES OF THE CONTRACTOR

4.1 Privacy and Security Compliance.

The Contractor shall comply with all laws and regulations governing the privacy, security, confidentiality, and Processing of Student Data, and, at the direction of the Cooperative and its Members, shall reasonably cooperate with any state or federal government-initiated audit of the use of the Services.

4.2 Contractor Employee Obligation.

Contractor shall require all of Contractor's employees who have access to Student Data to comply with all applicable provisions of this Agreement with respect to the Student Data shared under the Service Agreement. Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

4.3 No Disclosure.

Contractor acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data, except under (and only under) the following circumstances:

1. Disclosure is directed or permitted by the Cooperative, its Member, or this Agreement.
2. Disclosure is required pursuant to a judicial order or lawfully issued subpoena or warrant.
3. Disclosure to Subprocessors performing Services on behalf of the Contractor, pursuant to this Agreement.
4. Disclosure is to a student's parents or legal guardians.
5. Disclosure is for any other purpose approved in written advance by the Cooperative or its Member.

4.4 De-Identified Data.

Contractor agrees not to attempt to re-identify De-Identified Student Data without the written direction of the Cooperative. Contractor's use of De-Identified Data shall survive the termination of this Agreement or any request by the Cooperative to return or dispose of Student Data.

4.5 Disposition of Data.

Upon written request from the Cooperative or a Member thereof, Contractor shall dispose of or provide a mechanism for the Member to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably

agree. This obligation shall not apply to Student Data that has been De-Identified in accordance with Section 4.4.

If the Contractor has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this Agreement is active. The Contractor's practice relating to retention and disposition of Student Data shall be provided to the Member, upon request.

Contractor will ensure that all Data in its possession and in the possession of any subprocessors, 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 or at the request of the Cooperative.

the Contractor shall, unless directed otherwise by the Cooperative or a Member thereof, dispose of and delete Student Data obtained by the Contractor under the Agreement within sixty (60) days' of termination (unless otherwise required by law).

4.6 Advertising Limitations.

Contractor is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to the Cooperative or its Members; or (c) for any commercial purpose other than to provide the Service to the Cooperative or its Members, or as authorized by the Cooperative or its Members or a parent/guardian.

4.7 Data Mining

Contractor is prohibited from mining Data for any purposes other than those agreed in writing and in advance by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Collection.

Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.

5.2 Data Storage.

If Student Data is stored outside the United States, Contractor will provide a list of Countries where data is stored.

5.3 Data Security.

Contractor agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Contractor shall adhere to any applicable law relating to data security of Student Data. The Contractor shall implement an adequate Cybersecurity Framework consistent with one or more of the nationally or internationally recognized standards, such as NIST Cybersecurity Framework, ISO 27001, and SANS Critical Security Controls, or as otherwise updated in industry standards. Additionally, Contractor may choose to further detail its security programs and measures.

Contractor's safeguards must be documented in a comprehensive information security program that is reviewed and updated at least annually.

5.4 Data Breach.

In the event that Contractor confirms a Data Breach, the Contractor shall provide notification to the Cooperative within seven (7) days of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Contractor shall follow the following process:

1. The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Contractor and as it becomes available:
 - a. The name and contact information of the Contractor subject to this section,
 - b. the date of the notice,
 - c. the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
 - d. Whether the notification was delayed because of a law enforcement investigation, if legally permissible to share that information,
 - e. A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
 - f. A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
 - g. Identification of impacted Members and individuals.
2. Contractor agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.
3. Contractor further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and agrees to provide the Cooperative or its Members, upon reasonable written request, with a summary of said written Data Breach response plan.

5.5 Adherence to Cooperative Marketplace

Contractor shall comply with all additional, reasonable data sharing, privacy, and security requirements established by the Cooperative for Contractors participating in the ESUCC Cooperative Purchasing Marketplace to the extent they are commercially reasonable and consistent with Applicable Law, including but not limited to:

1. The ESUCC Cooperative's Contractor certification requirements;
2. The ESUCC Cooperative's data security standards and protocols;
3. The ESUCC Cooperative's transparency and reporting requirements; and
4. Any additional requirements that may be established by the ESUCC Cooperative from time to time.

5.6 Duty to Notify the ESUCC Cooperative

Contractor shall promptly notify the ESUCC Cooperative of any material changes to its data privacy and security practices that may impact the Contractor's participation in the Cooperative. Such notification shall:

1. Be provided at least thirty (30) days prior to the implementation of any material changes;
2. Include a detailed description of the proposed changes;
3. Explain the potential impact of the changes on the privacy and security of Student Data; and
4. Provide the Cooperative with an opportunity to review and approve the changes before they are implemented.

5.7 Designation of a Data Privacy and Security Officer

Contractor shall designate a qualified individual to serve as the Contractor's data privacy and security officer, who shall:

1. Be responsible for the Contractor's compliance with this Agreement and Applicable Laws;
2. Serve as the primary point of contact for the Cooperative on all matters related to data privacy and security;
3. Participate in regular meetings with the Cooperative's data privacy and security team; and
4. Provide regular reports to the Cooperative on the Contractor's data privacy and security practices.

5.8 Maintenance of Documentation

Each Party shall maintain comprehensive documentation of its compliance with this Agreement and the Cooperative's requirements and shall make such documentation available to the other Party, upon reasonable request.



2025-2028 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and [REDACTED] ("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 calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

4. **Term.** This Agreement is effective on October 17, 2025 (“Effective Date”) and shall continue until 12:00 midnight (CST) on October 16, 2028, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

5. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.

6. **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.

7. **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.

Q. **Artificial Intelligence.** For vendors providing, using, or incorporating Artificial Intelligence-powered educational tools or services, additional data privacy terms shall apply as set forth in Exhibit "E."

8. 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.

9. 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.

- 10. Tariffs.** In the event of significant delay or price increase of materials or goods occurring during the performance of the contract due to a tariff (or other similar government-mandated price adjustment) that goes into effect after the execution of this contract, the contract price/sum, time of performance, or contract

requirements may, by mutual agreement, be equitably adjusted by written amendment of the contract. A change in price of an item of material or good will be considered significant when the price of an item increases 5 percent between the date of execution of the contract as a direct result of a tariff or other government-mandate. The price amendment must be effective only as long as the tariff is in effect. The intent of the adjustment is to hold the vendor harmless from the impact of the tariff, but the price adjustment is in no way intended to provide or guarantee the same percentage of profit to the benefit of the vendor. The vendor must provide documentation that is satisfactory to ESUCC to support any claim under this section. In addition, ESUCC will have the right to request a cost analysis vs. price analysis for each change in tariff adjustment request. In the event that the parties are unable to reach an agreement regarding a contract amendment under this section, either party has the option to terminate the contract during the term of the contract, bid award and/or re-award the item to the next low bid.

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

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

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


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

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

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

14. Drug/Alcohol/Tobacco/Weapons Free Workplace. The Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, ESU, or Member related functions. The

Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on Cooperative, ESUCC, ESU, or Member property or at Cooperative, ESUCC, ESU, or Member related functions. The Contractor and all subcontractors, if any, also shall adhere to all Cooperative, ESUCC, ESU, and Member policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on Cooperative, ESUCC, ESU, or Member premises or at Cooperative, ESUCC, ESU, or Member related functions. Failure to comply with this provision may be considered a material breach. The Cooperative may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

- 15. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 16. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 17. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 18. Taxpayer Identification.** Contractor's federal employer identification number is:

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

Cooperative: ESUCC

Attn: Larianne Polk
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:

[Redacted Contractor Information]

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

- 21. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, ESUCC, or the Cooperative upon request.
- 22. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 23. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 24. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
- 25. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

- 26. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 27. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, 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.
- 28. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 29. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 30. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 31. Rights and Remedies Cumulative.** Any enumeration of 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.
- 32. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or

authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

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

34. 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.

35. Scrutinized Company. Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."

36. 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

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

COOPERATIVE

By: _____
Name: Larianne Polk
Title: Chief Executive Officer
Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

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. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes: No:
- c. If "Yes", Order receipt method: Email: cXML:
 - i. If "Email" address to deliver orders to:
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name):
Contact email address:
Contact Phone:
- d. If "No, Alternate method will be determined

3. Sales Representative Contact

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

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. Product Information URL:

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

EXHIBIT "E"

AI-Powered Educational Tools Privacy Addendum

ARTICLE I: DEFINITIONS

1.1 Aggregated Data means information that has or collected together from multiple sources in a way that does not personally identify any individual, and from which individual identities and information have been removed.

1.2 AI Training Data means any data used to train, test, or validate the Contractor's artificial intelligence or machine learning algorithms, models, or systems.

1.3 Applicable Laws means all applicable federal, state, and local laws, regulations, and industry standards relating to the privacy, confidentiality, or security of student data, including but not limited to FERPA, COPPA, PPRa, and the student data privacy laws of Nebraska.

1.4 Authorized School Representative means a person designated by ESUCC or a Member thereof who has the authority to access student data and provide consent for the collection, use, and disclosure of such data on behalf of the ESUCC or Member.

1.5 Change of Control means any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Contractor or of the portion of Contractor that performs the Services in the Service Agreement.

1.6 Data Breach means an unauthorized release, access to, disclosure or acquisition of student data that compromises the security, confidentiality or integrity of the student data maintained by the Contractor in violation of applicable state or federal law.

1.7 Data means all data, including all Personally Identifiable Information (PII), Member Data, and any other non-public information. Data include, but are not limited to, student data, metadata, and user content.

1.8 Member Data means all PII and other information that is not intentionally made generally available by the ESUCC 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.

1.9 Personally Identifiable Information means 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 FERPA, 20 U.S.C. § 1232g.

1.10 User means a participant, instructor, or administrator of the Cooperative 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.

1.11 De-Identified Data means information that has been collected, manipulated, or anonymized that does not identify individual students and for which there is no reasonable basis to believe that the information can be used to identify an individual student. De-identification requires the removal of all direct and indirect student identifiers, including but not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID.

1.12 Educational Records shall have the meaning as set forth under FERPA, 20 § U.S.C. 1232g (a)(5)(A).

1.13 Metadata means information that provides meaning and context to other data being collected including but not limited to date and time records and purpose of

creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.

1.14 Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

1.15 School Official means a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Educational Records; and (3) is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

1.16 Service Agreement means the quote, corresponding contract, purchase order or terms of service and/or terms of use.

1.17 Student Data means any data, whether gathered, created or inferred by Contractor or provided by the Cooperative, its Members, or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law.

1.18 Student Generated Content means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. "Student Generated Content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

1.19 Subprocessor means a party other than the Cooperative, a Member, or the Contractor, whom Contractor uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Contractor business purpose.

1.20 Subprocessor Agreement means the agreement between the Contractor and a third party Subprocessor.

1.21 Targeted Advertising means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Contractor Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements.

ARTICLE II: SCOPE

In order to perform the Services outlined in this Agreement the Contractor shall only collect, use, and share Student Data as necessary to provide the Services to the Cooperative or its Members and to facilitate the Contractor's Services outlined in this Agreement. The Contractor shall not collect, use, or share Student Data for any other purpose without the Cooperative or Member's prior written consent.

The Contractor shall only share Student Data with the Cooperative and other educational institutions that have entered into a Student Data Privacy Agreement with the Contractor that provides protections at least as stringent as those set forth in this

Exhibit "E." Data cannot be shared with any additional or outside parties without prior written consent of the Cooperative or its Member, except as required by law.

The Contractor may only use deidentified Data and Aggregated Data derived from the Student Data for product development, research or other purposes, provided that the Contractor shall:

1. Remove all direct and indirect personal identifiers. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID;
2. Not attempt to re-identify the deidentified data or transfer deidentified data unless that party agrees not to attempt reidentification;
3. Not use such De-Identified Data or Aggregated Data for any purpose other than improving the Contractor's educational products or services;
4. Implement and maintain technical and organizational measures to prevent re-identification of De-Identified Data; and
5. Maintain documentation of the de-identification process and make such documentation available to the Cooperative upon request.

The Contractor shall provide at least 30 days' written notice to the Cooperative before it intends to use deidentified Data and Aggregated Data derived from the Student Data.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

3.1 Student Data Property of the Cooperative or its Members.

As between the Cooperative, its Members, and Contractor, all Student Data processed by the Contractor, or created by students, is and will continue to be the property of and under the control of the Cooperative or its Member (whichever is applicable). The Contractor further acknowledges and agrees that all copies of such Student Data processed by the Contractor, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the Cooperative or its Member (whichever is applicable).

3.2 Parent, Legal Guardian and Student Access.

The Cooperative and its Members shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Contractor shall establish reasonable procedures by which the Cooperative's Members may access, and correct, if necessary, Education Records and/or Student Data, and make a copy of the data available to the parent, legal guardian or eligible student directly. If a Member is not able to review or update the Student Data itself, Contractor shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request) to the Member's request for Student Data held by the Contractor to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Contractor to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Contractor shall refer that person to the Member, who will follow the necessary and proper procedures regarding the requested information.

This Agreement does not impede the ability of students, parents, or guardians to download, export, or otherwise save or maintain their own Student Generated Content

directly from Contractor or for Contractor to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Contractors to offer the Cooperative or its Members features to allow such ability.

3.3 Subprocessors.

Contractor shall enter into a Subprocessor Agreement with any Subprocessors performing functions for the Contractor in order for the Contractor to provide the Services, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Contractor. The Contractor will provide a copy of all Subprocessor Agreements, upon reasonable request of the Cooperative or a Member thereof.

3.4 Third Party Request.

Should a Third Party, including law enforcement and government entities, contact Contractor with a legally binding request for data held by the Contractor pursuant to the Services, the Contractor shall notify the Cooperative or its Member in advance of a compelled disclosure to such Third Party.

ARTICLE IV: DUTIES OF THE CONTRACTOR

4.1 Privacy and Security Compliance.

The Contractor shall comply with all laws and regulations applicable to Contractor's protection of Student Data privacy and security, and, at the direction of the Cooperative and its Members, shall cooperate with any state or federal government-initiated audit of the use of the Services.

4.2 Contractor Employee Obligation.

Contractor shall require all of Contractor's employees who have access to Student Data to comply with all applicable provisions of this Agreement with respect to the Student Data shared under the Service Agreement. Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

4.3 No Disclosure.

Contractor acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data, except under (and only under) the following circumstances:

1. Disclosure is directed or permitted by the Cooperative, its Member, or this Agreement.
2. Disclosure is required pursuant to a judicial order or lawfully issued subpoena or warrant.
3. Disclosure to Subprocessors performing Services on behalf of the Contractor, pursuant to this Agreement.
4. Disclosure is to a student's parents or legal guardians.
5. Disclosure is for any other purpose approved in written advance by the Cooperative or its Member.

4.4 De-Identified Data.

Contractor agrees not to attempt to re-identify De-Identified Student Data without the written direction of the Cooperative.

4.5 Disposition of Data.

Upon written request from the Cooperative or a Member thereof, Contractor shall dispose of or provide a mechanism for the Member to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Contractor has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this Agreement is active. The Contractor's practice relating to retention and disposition of Student Data shall be provided to the Member, upon request.

Contractor will ensure that all Data in its possession and in the possession of any subprocessors, 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 or at the request of the Cooperative.

At the termination of this Agreement, the Contractor shall, unless directed otherwise by the Cooperative or a Member thereof, dispose of and delete Student Data obtained by the Contractor under the Agreement within sixty (60) days' of termination (unless otherwise required by law).

4.6 Advertising Limitations.

Contractor is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to the Cooperative or its Members; or (c) for any commercial purpose other than to provide the Service to the Cooperative or its Members, or as authorized by the Cooperative or its Members or a parent/guardian.

4.7 Data Mining

Contractor is prohibited from mining Data for any purposes other than those agreed in writing and in advance by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Collection.

Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.

5.2 Data Storage.

If Student Data is stored outside the United States, Contractor will provide a list of Countries where data is stored."

5.3 Data Security.

Contractor agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Contractor shall adhere to any applicable law relating to data security of Student Data. The Contractor shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards, including but not limited to NIST Cybersecurity Framework, ISO 27001, and SANS Critical Security Controls, or as otherwise updated in industry standards. Additionally, Contractor may choose to further detail its security programs and measures.

Contractor's safeguards must be documented in a comprehensive information security program that is reviewed and updated at least annually.

5.4 Data Breach.

In the event that Contractor confirms a Data Breach, the Contractor shall provide notification to the Cooperative within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Contractor shall follow the following process:

1. The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Contractor and as it becomes available:
 - a. The name and contact information of the Contractor subject to this section,
 - b. the date of the notice,
 - c. the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
 - d. Whether the notification was delayed because of a law enforcement investigation, if legally permissible to share that information,
 - e. A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
 - f. A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
 - g. Identification of impacted Members and individuals.
2. Contractor agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.
3. Contractor further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and agrees to provide the Cooperative or its Members, upon reasonable written request, with a summary of said written Data Breach response plan.

5.5 Adherence to Cooperative Marketplace

Contractor shall comply with all additional, reasonable data sharing, privacy, and security requirements established by the Cooperative for Contractors participating in the ESUCC Cooperative Purchasing Marketplace, including but not limited to:

1. The ESUCC Cooperative's Contractor certification requirements;
2. The ESUCC Cooperative's data security standards and protocols;
3. The ESUCC Cooperative's transparency and reporting requirements; and
4. Any additional requirements that may be established by the ESUCC Cooperative from time to time.

5.6 Duty to Notify the ESUCC Cooperative

Contractor shall promptly notify the ESUCC Cooperative of any changes to its data privacy and security practices that may impact the Contractor's participation in the Cooperative. Such notification shall:

1. Be provided at least thirty (30) days prior to the implementation of any material changes;
2. Include a detailed description of the proposed changes;
3. Explain the potential impact of the changes on the privacy and security of Student Data; and

4. Provide the Cooperative with an opportunity to review and approve the changes before they are implemented.

5.7 Designation of a Data Privacy and Security Officer

Contractor shall designate a qualified individual to serve as the Contractor's data privacy and security officer, who shall:

1. Be responsible for the Contractor's compliance with this Agreement and Applicable Laws;
2. Serve as the primary point of contact for the Cooperative on all matters related to data privacy and security;
3. Participate in regular meetings with the Cooperative's data privacy and security team; and
4. Provide regular reports to the Cooperative on the Contractor's data privacy and security practices.

5.8 Maintenance of Documentation

Each Party shall maintain comprehensive documentation of its compliance with this Agreement and the Cooperative's requirements and shall make such documentation available to the other Party, upon reasonable request.

Nebraska Canvas Consortium



PROJECT UPDATES 2025

Our Team

- Dorann Avey | Director of Digital Learning, NDE
- Andrew Easton | Digital Learning Coordinator, ESUCC
- Shara Johnson | Canvas Support Specialist, ESUCC
- Bill Schroeder | Canvas Support Specialist, ESUCC



What We Offer

- Reduced Implementation & Seat Cost
- Professional Learning & Statewide Support
- Course Review & Development

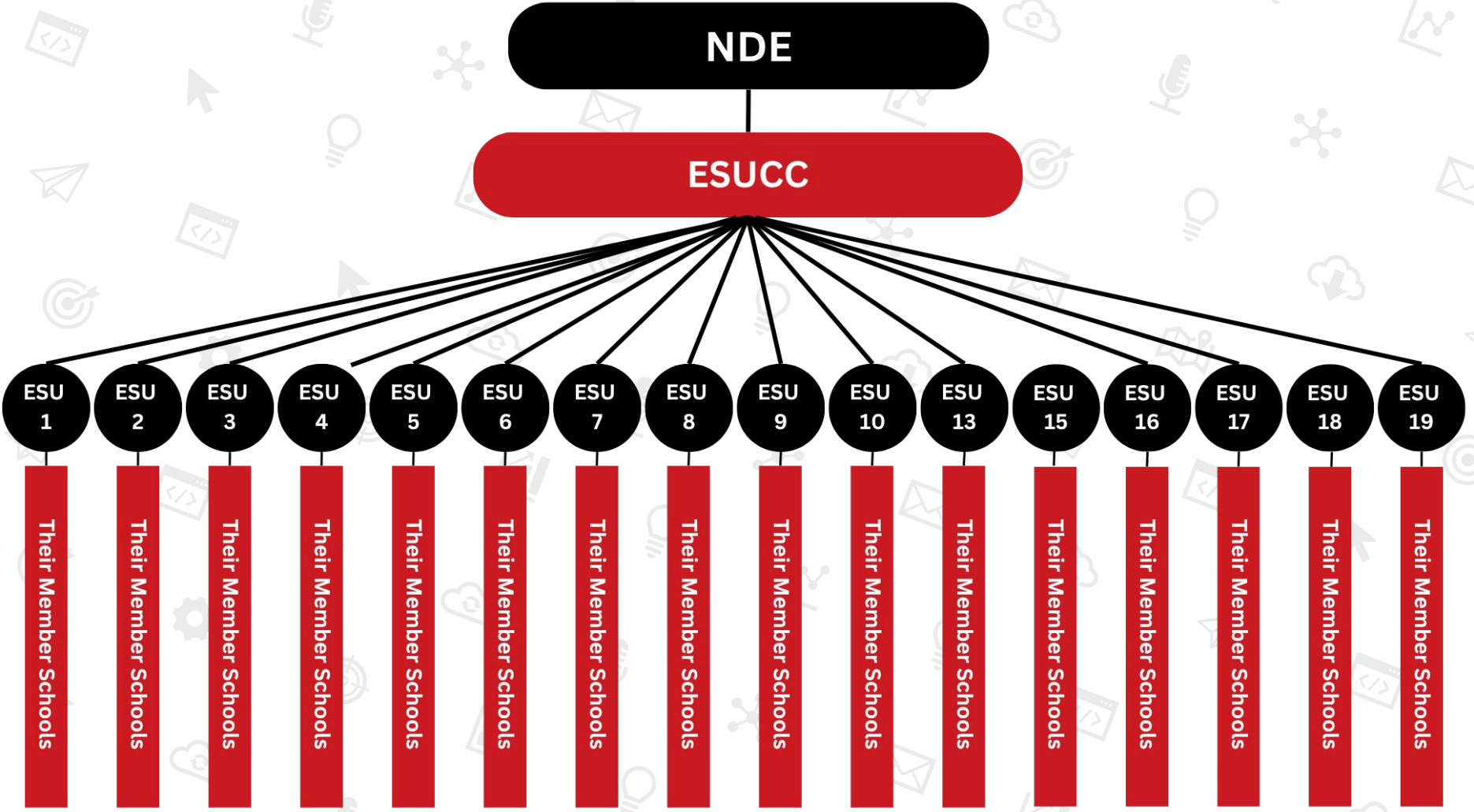
REDUCED IMPLEMENTATION & SEAT COST

Reduced Cost for Districts

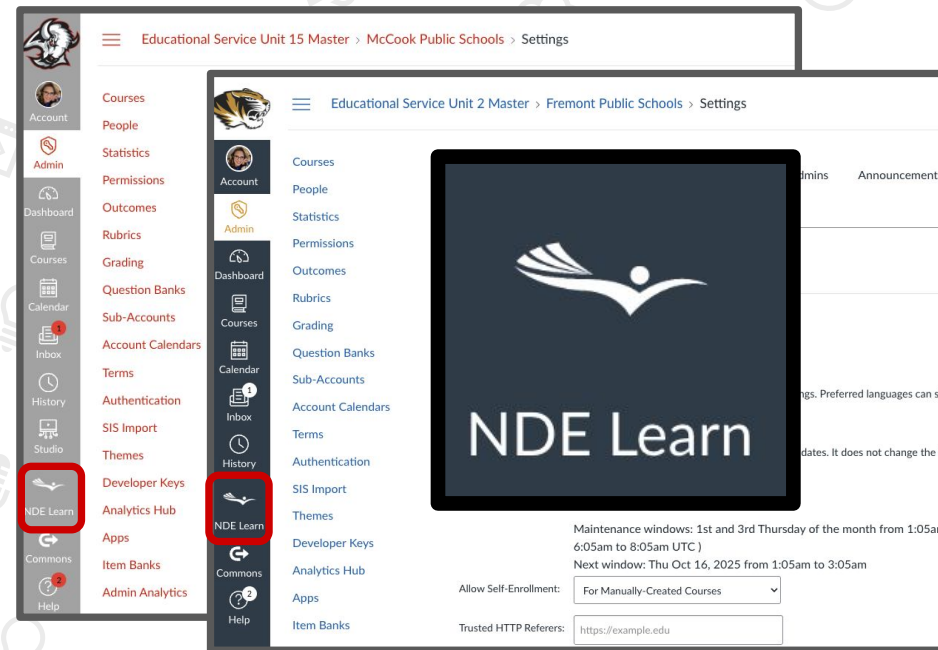
- Implementation Cost : \$4600
- Seat Cost : \$4.50 / seat (*currently*)

PROFESSIONAL LEARNING & STATEWIDE SUPPORT

NE Canvas Consortium Infrastructure



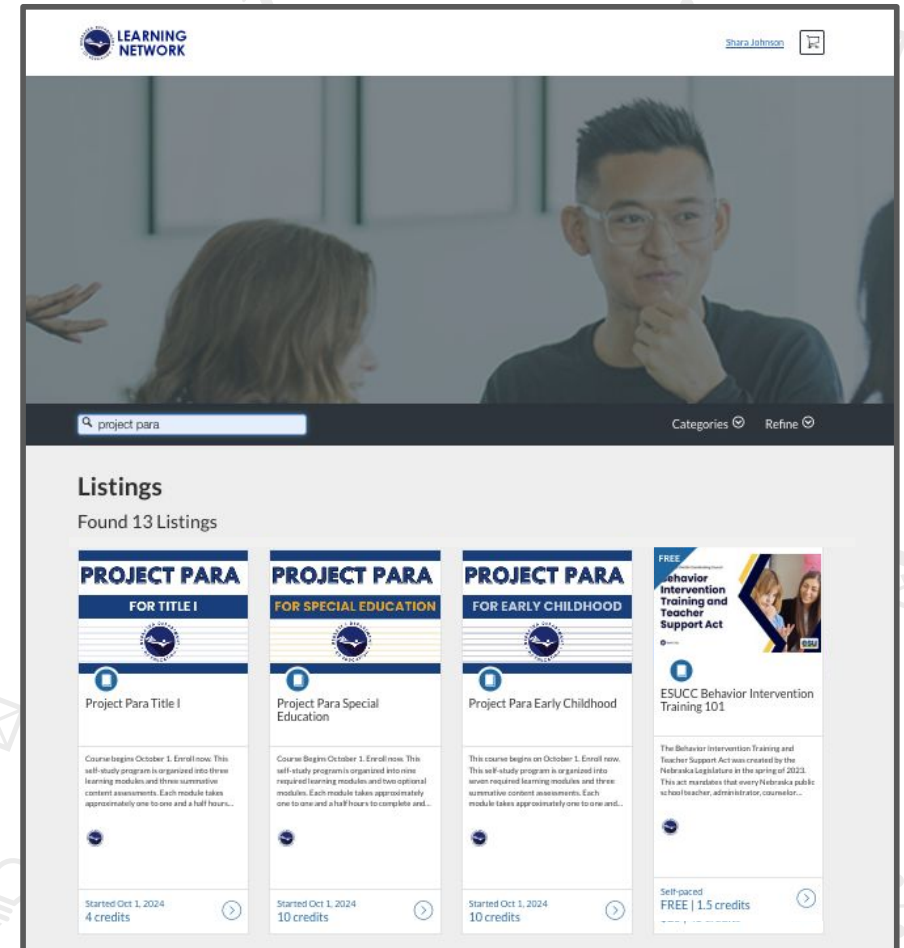
The NDE Learn Button



- **Seamless Access** | Educators reach canvas.education.ne.gov directly through their own district's Canvas - no extra login needed.
- **Integrated Learning** | Courses joined through the NDE Learn button appear on the teacher's own Canvas dashboard.
- **Statewide Connection** | Consistent, high-quality learning for educators across Nebraska, all within their existing Canvas environment.

The Professional Learning Network

- The Professional Learning Network, PLN, is the state's hub for professional learning in Canvas.
- The PLN provides free courses and resources for educators and early childhood providers while keeping schools informed about mandated trainings, new legislation, and statewide initiatives



Educator Roadshow 2025

Stop 1: May 28/29 | ESU 3 La Vista

Stop 2: June 9/10 | McCook CC - McCook

Stop 3: June 11/12 | ESU 13 Scottsbluff

Stop 4: June 18/19 | NECC - Norfolk

Stop 5: June 23/24 | ESU 10 Kearney

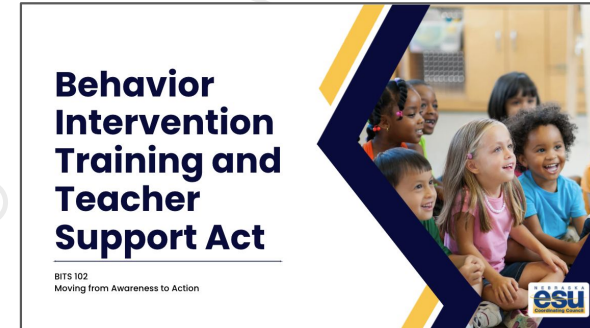
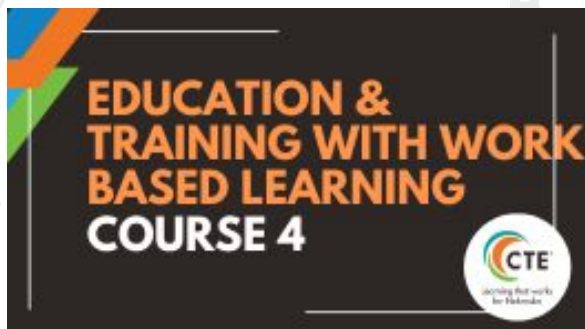
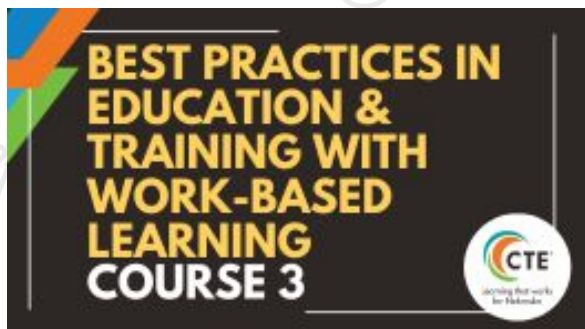
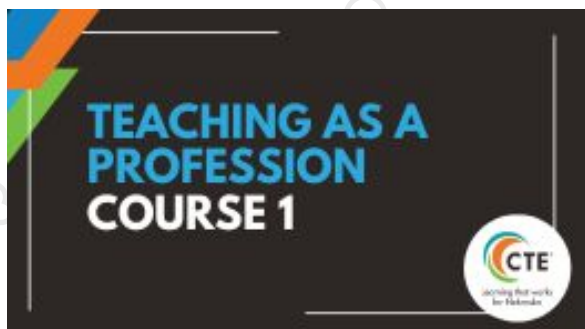


Instructurecon 2025
Spokane, WA

COURSE REVIEW & DEVELOPMENT

- **REVIEW:** Ensure externally developed courses meet quality and accessibility standards
- **BUILD:** Design and build new courses from the ground up for Nebraska educators

PROJECTS DONE



Projects Coming Up

- Family Engagement Course (NCLN)
- FERPA Course
- AI Course
- Accessibility Courses
- 12 Days of Canvas - The Grinch
- Sowing the SEEDS (NCLN)
- School Safety Toolkits SRM / SRP course
- Danielson (refresh)
- Copyright (refresh)
- FERPA, COPPA, and HIPAA (refresh)

Fall Implementations

- Dundy County Stratton (ESU 15)
- Plainview (ESU 8)

THANK YOU!

PROJECT PROFILE CALENDAR - 2025

ESUCC Board Meeting: Position Profile
Agenda Item

GROUP	MONTH
Cybersecurity	January
PowerSchool	February
SRS and Project Para	March
Non-Public Textbook Loan	April
Coop	May
No Meeting	June
Budget Meeting - No Profile	July
No Meeting	August
BITS	September
CANVAS	October
PDO	November
No Meeting	December

If you cannot attend to present your Position Profile to the Board, please notify Dr. Larianne Polk as soon as you are aware.

PROJECT PROFILE CALENDAR - 2026

ESUCC Board Meeting: Position Profile
Agenda Item

GROUP	MONTH
Cybersecurity	January
DL	February
TeamMates READ	March
Menstrual Pilot Program	April
Coop	May
No Meeting	June
Budget Meeting - No Profile	July
No Meeting	August
Non-Public Textbook Loan	September
CANVAS	October
PDO	November
No Meeting	December

If you cannot attend to present your Position Profile to the Board, please notify Dr. Larianne Polk as soon as you are aware.

PROJECT PROFILES

ESUCC Board Meeting: Position Profile
Agenda Item

PROJECT ROTATION

Cybersecurity

PowerSchool

SRS and Project Para

Non-Public Textbook Loan

Coop

DL

BITS

CANVAS

PDO

CEO Report to Board October 2025

Oct 16, 2025 Committees

Oct 17, 2025 Board

New Business																																							
<input type="checkbox"/>	Executive ▾	Technology Developer/ Integrator	5 Finalists. Interviews underway																																				
<input type="checkbox"/>	Executive ▾	PowerSchool Contractors	1099 vs. Employee																																				
<input type="checkbox"/>	Educational Resour... ▾	BITs Funding for 2025-2026	<p>Updated Amounts</p> <ul style="list-style-type: none"> • Two invoices. <ul style="list-style-type: none"> ◦ Half in January. Half in July. • Amounts are dependent on Lottery sales so are subject to change. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th>Dollars Per ESU</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">ESU 1</td><td style="text-align: right;">\$53,187.20</td></tr> <tr><td style="text-align: center;">ESU 2</td><td style="text-align: right;">\$47,682.11</td></tr> <tr><td style="text-align: center;">ESU 3</td><td style="text-align: right;">\$260,746.31</td></tr> <tr><td style="text-align: center;">ESU 4</td><td style="text-align: right;">\$25,346.35</td></tr> <tr><td style="text-align: center;">ESU 5</td><td style="text-align: right;">\$24,285.48</td></tr> <tr><td style="text-align: center;">ESU 6</td><td style="text-align: right;">\$47,338.04</td></tr> <tr><td style="text-align: center;">ESU 7</td><td style="text-align: right;">\$50,405.98</td></tr> <tr><td style="text-align: center;">ESU 8</td><td style="text-align: right;">\$44,413.46</td></tr> <tr><td style="text-align: center;">ESU 9</td><td style="text-align: right;">\$38,736.34</td></tr> <tr><td style="text-align: center;">ESU 10</td><td style="text-align: right;">\$108,553.50</td></tr> <tr><td style="text-align: center;">ESU 11</td><td style="text-align: right;">\$21,704.97</td></tr> <tr><td style="text-align: center;">ESU 13</td><td style="text-align: right;">\$59,065.03</td></tr> <tr><td style="text-align: center;">ESU 15</td><td style="text-align: right;">\$16,056.51</td></tr> <tr><td style="text-align: center;">ESU 16</td><td style="text-align: right;">\$30,278.00</td></tr> <tr><td style="text-align: center;">ESU 17</td><td style="text-align: right;">\$7,225.43</td></tr> <tr><td style="text-align: center;">ESU 18</td><td style="text-align: right;">\$124,581.34</td></tr> <tr><td style="text-align: center;">ESU 19</td><td style="text-align: right;">\$144,393.93</td></tr> </tbody> </table>		Dollars Per ESU	ESU 1	\$53,187.20	ESU 2	\$47,682.11	ESU 3	\$260,746.31	ESU 4	\$25,346.35	ESU 5	\$24,285.48	ESU 6	\$47,338.04	ESU 7	\$50,405.98	ESU 8	\$44,413.46	ESU 9	\$38,736.34	ESU 10	\$108,553.50	ESU 11	\$21,704.97	ESU 13	\$59,065.03	ESU 15	\$16,056.51	ESU 16	\$30,278.00	ESU 17	\$7,225.43	ESU 18	\$124,581.34	ESU 19	\$144,393.93
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<input type="checkbox"/>	Educational Resour... ▾	Literacy Coach FAQ	See Admin Q& A meeting video , 22:00 for explanation. The original appropriation was estimated at \$1,800,000. The actual amount is \$1,851,467. The additional																																				

		<p>There is an additional \$3,027 distributed to the ESUs. Why?</p>	<p>\$51,467 was distributed evenly to each ESU and is to be used for coaching training.</p> <p>Breakdown of funds for Year 2, 2025-2026:</p> <ul style="list-style-type: none"> ● Phase 1 Literacy Coaches \$105,882 <input type="checkbox"/> Phase 2 Onboarding \$78,000 <input type="checkbox"/> All ESUs MOU \$16,401 <input type="checkbox"/> All ESUs additional for Coaching training \$3,027 <p>Please note, the \$51,467 for Year 3, 2026-2027 distribution is TBD.</p>
<input type="checkbox"/>	<p>Legal ▾</p>	<p>Endorsement Opportunity</p>	<p>The Council of Parent Attorneys and Advocates (COPAA) and the Council of Administrators of Special Education (CASE) invite individuals, national, state, and local organizations to join together and affirm our shared commitment to ensuring that children and youth with disabilities receive the education and support fundamental to their growth and development.</p> <p>As these types of things come up, can I proceed if the issues align with the MSA, MOU, and/or the legislative priorities?</p>
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New Since Committee Meetings OR for Full Board Consideration			
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Old Business			
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October 2025 CEO Leave Report to the Board

Title	Start	End	Hours
Sick: Dentist	07/08/2025	07/08/2025	1
Vacation: Out of Office	07/09/2025	07/09/2025	4
Vacation: Out of Office	07/10/2025	07/10/2025	8
Vacation: Out of Office	07/11/2025	07/11/2025	8
Vacation: Out of Office	07/14/2025	07/14/2025	8
Vacation: Out of Office	07/29/2025	07/29/2025	8
Vacation: Out of Office	08/01/2025	08/01/2025	8
Vacation: Out of Office	08/28/2025	08/28/2025	2.25
Vacation: Out of Office	08/29/2025	08/29/2025	8

CEO Report to Board October 2025

Oct 16, 2025 Committees

Oct 17, 2025 Board

New Business																																							
<input type="checkbox"/>	Executive ▾	Technology Developer/ Integrator	5 Finalists. Interviews underway																																				
<input type="checkbox"/>	Executive ▾	PowerSchool Contractors	1099 vs. Employee																																				
<input type="checkbox"/>	Educational Resour... ▾	BITs Funding for 2025-2026	<p>Updated Amounts</p> <ul style="list-style-type: none"> • Two invoices. <ul style="list-style-type: none"> ◦ Half in January. Half in July. • Amounts are dependent on Lottery sales so are subject to change. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th>Dollars Per ESU</th> </tr> </thead> <tbody> <tr><td>ESU 1</td><td>\$53,187.20</td></tr> <tr><td>ESU 2</td><td>\$47,682.11</td></tr> <tr><td>ESU 3</td><td>\$260,746.31</td></tr> <tr><td>ESU 4</td><td>\$25,346.35</td></tr> <tr><td>ESU 5</td><td>\$24,285.48</td></tr> <tr><td>ESU 6</td><td>\$47,338.04</td></tr> <tr><td>ESU 7</td><td>\$50,405.98</td></tr> <tr><td>ESU 8</td><td>\$44,413.46</td></tr> <tr><td>ESU 9</td><td>\$38,736.34</td></tr> <tr><td>ESU 10</td><td>\$108,553.50</td></tr> <tr><td>ESU 11</td><td>\$21,704.97</td></tr> <tr><td>ESU 13</td><td>\$59,065.03</td></tr> <tr><td>ESU 15</td><td>\$16,056.51</td></tr> <tr><td>ESU 16</td><td>\$30,278.00</td></tr> <tr><td>ESU 17</td><td>\$7,225.43</td></tr> <tr><td>ESU 18</td><td>\$124,581.34</td></tr> <tr><td>ESU 19</td><td>\$144,393.93</td></tr> </tbody> </table>		Dollars Per ESU	ESU 1	\$53,187.20	ESU 2	\$47,682.11	ESU 3	\$260,746.31	ESU 4	\$25,346.35	ESU 5	\$24,285.48	ESU 6	\$47,338.04	ESU 7	\$50,405.98	ESU 8	\$44,413.46	ESU 9	\$38,736.34	ESU 10	\$108,553.50	ESU 11	\$21,704.97	ESU 13	\$59,065.03	ESU 15	\$16,056.51	ESU 16	\$30,278.00	ESU 17	\$7,225.43	ESU 18	\$124,581.34	ESU 19	\$144,393.93
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Technology Division Report

October, 2025

Cybersecurity Coordination

SLCG

With the federal government shutdown, approval of the amendment to restore NCNE year 2 funding is further delayed. A meeting is being organized with OCIO and NEMA staff regarding the ESU 4, 5, 6, 9, 11, 18, and 19 logging project's partial award so that it can move forward. I appreciate the partnership with the OCIO team, especially Abby Eccher-Young, to navigate the state and federal complexities of accessing these funds.

The application process for year 3 funds has quietly opened and runs through November 7, 2025. The application form is available on the Nebraska SLCG website. In this year of the program, Nebraska has been allocated \$3.89 million. In the first two years of the program, the cost match requirement was waived for all Nebraska projects. While Nebraska has again applied for a cost share waiver, informally we have information that the federal agencies won't be granting those waivers for this year's 30% match requirement. The priority objectives for FY2024 project proposals are recovery and response plans, with more details available in the Nebraska Cybersecurity Plan. One possible activity that aligns with these objectives are follow-up workshops for schools & ESUs to review and test incident response plans, and backup and recovery strategies.

Elastic Logging Projects

All ESUs, through two SLCG grant applications, are planning and beginning to set up a network of logging servers which will receive logging information from network, server, and end-user devices across the state. This logging information will be used to inform and alert school district and ESU technical staff of unusual or malicious events as they occur and provide data for analysis of past events. Servers which will serve ESU areas 1, 2, 3, 7, 8, 10, 13, 15, 16 and 17 are in place and are being set up with ESU technical staff and consultation from Elastic professional services.

LB599

On October 3rd, the NOC birds-of-a-feather time was used to review and discuss the revised LB599 cybersecurity legislation. There was strong attendance by NOC members and many participated in an hour-long discussion with some very good feedback offered. We will be connecting with the NATA membership (large school district technology directors) on October 22, 2025 to discuss this with them and work toward a bill that can have broad support.

Incident Reporting and Learning

In response to a NOC discussion about cyber incident reporting, I am building a simple data framework and process for tracking cyber incidents and learning from them in a way that can be shared with NOC members and school leaders.

NITC Education Council

Gregg Robke represented us at this month's Ed Council meeting.

ESSER Reimbursement

There is no update on the ESSER III fund reimbursement status from last month. With the federal government shutdown, there will be further delay in receiving these funds.

Software Developer/Integrator Hiring Process

We're in the process of hiring this position to assist our department and ultimately free time for me (Scott) to place more focus on cybersecurity coordination. Five candidates have been interviewed and we expect to offer the position to one of them this week.

Artificial Intelligence Integration

The idea has arisen in a number of our software projects that AI could assist users in a number of ways to complete their work more efficiently, answer questions or visualize data more easily, among other ideas. I believe that our ESU family should "own" expertise in these technologies so that we can effectively evaluate and provide solutions to our ESU and school users cost effectively while carefully respecting the privacy and security of data. We will be researching options, technologies and best practices for implementing and integrating AI appropriately.

Personal/Family

I appreciate your concern and understanding while I have needed to take some time off as my family navigates my wife Michelle's breast cancer treatment and ongoing lung and immune system problems.



Information Services Committee Report

PROJECT NAME: Teaching & Learning, Distance Learning, and Communication

PROJECT DIRECTOR: Andrew Easton

REPORT PERIOD: September 2025

COMMITTEE REPORT: CHIEF LEARNING OFFICER

Teaching and Learning Efforts (Organized alphabetically by initiative)

- **Accessibility**
 - Created the [Nebraska ESUCC Accessibility Support Site](#) to support ESUs and Schools in their efforts to adhere to the ADA WCAG 2.2 Guidelines
 - TLT will host a training on accessibility on Oct 22nd.

- **Artificial Intelligence**
 - Collaboration continues with the development of an AI support for literacy with Swivl and ESU 16, The Literacy + M2 Project
 - Efforts with Coop Purchasing to provide an AI specific Data Privacy Agreement for all AI-powered EdTech Tools in the ESUCC Marketplace
 - Finalized details for the TLT Oct 23rd Professional Learning: [CRITICAL CONVERSATIONS ON AI INTEGRATION IN K-12 SCHOOLS](#)
 - [Communication flyer](#) for this event
 - Presented to school leadership from seven states at the Consortium 2038 event in Omaha.

- **BIT & Teacher Support Act**
 - **NEW BITS 102 Training Now Available**
 - BITS 101 and 102 Content
 - [BITS 101 Slide Deck](#)
 - [BITS 102 Slide Deck](#)
 - [BITS YouTube Playlist](#)
 - Video content for BITS 101 and 102 for whole-staff, theatre-style viewing
 - [BITS 101 and BITS 102 Asynchronous Training](#) is free and available in the NDE Learning Network
 - Access the [BITS one-pager+FAQ](#) for details

- **Communication, Professional Learning, and Presentations**
 - Updating One-pagers...
 - [Distance Learning One-Pager for 2025](#) (New Resource)
 - [ESUCC + ESUs One-Pager](#) (Updated)
 - [ESU Coordinating Council](#) (Updated)
 - [Distance Learning](#) (Updated)
 - [Cooperative Purchasing](#) (Updated)
 - [Nebraska PowerSchool Cooperative](#) (Updated)
 - [Canvas Consortium](#) (Updated)
 - *Additionally, see AI Presentations under Artificial Intelligence

- **ESUCC Updates**
 - Developing an ESUCC.org site redesign that will be available in March 2026
 - Subscription to Smore will afford an opportunity for a new ESUCC newsletter that we intend to release this fall
 - Subscription to [Riverside](#) will help us elevate the podcast recording process and enhance our social media content (reels)

- **SORA Report**

- **SUPPORTED Site: A Rule 84 Professional Learning Group Collaboration**
 - Currently finalizing the development of a statewide professional learning calendar.
 - Also currently developing a Digital Citizenship page on the SupportedED site that highlights Nebraska efforts and resources to support educators, students, and families with DigCit materials.

Social Media and Podcast Numbers/Reach Over Time

- **The Good Life EDU Podcast**
 - Created 1 new episode of [The Good Life EDU](#) Podcast
 - **Episode 222: [From Digital Citizenship to Digital Literacy and Well-Being: Common Sense Media Launches New Curriculum](#)** with Adam Vinter

 - **Twitter X Follower Numbers**
 - September (1597) (+4)
 - May-August (1593) (+26)
 - April (1567) (+4)
 - March (1563) (+9)
 - February (1554) (-7)
 - January (1556) (-9)
- 2025**
- November+December 1565 (-102)

o	October	1667 (-18)	
o	September	1685 (+24)	
o	May-August	1661 (+51)	
o	April	1610 (+11)	
o	March	1599 (+11)	
o	February	1588 (+11)	
o	January	1577 (+28)	Reach Count Discontinued
2024			
o	November+December	1549 (+8)	Reach: 3.6K
o	October	1541 (+28)	Reach: 5.8K
o	September	1513 (+18)	Reach: 10.3K
o	August	1495 (+41 Summer)	Reach: 9.2K
o	July		Reach: 9.8K
o	June		Reach: 9.2K
o	May		Reach: 16.2K
o	April	1454 (+11)	Reach: 19.7K
o	March	1443 (+16)	Reach: 17.6K
o	February	1427 (+12)	Reach: 14.1K
o	January	1415 (+13)	Reach: 13.6K
2023			
o	December	1402 (+7)	Reach: 5.6K
o	November	1395 (-8)	Reach: 6K
o	October	1403 (+46)	Reach: 3.5K
o	September	1357 (+14)	Reach: 9K
o	August	1343 (+19)	Reach: 8K
o	July	1325 (+9)	Reach: 8.6K
o	June	1316 (+13)	Reach: 10.7K
o	May	1303 (+8)	Reach: 17.6K
o	April	1295 (+1)	Reach: 8.9K
o	March	1294 (+10)	Reach: 17.9K
o	February	1284 (+12)	Reach: 23.4K
o	January	1272 (+14)	Reach: 31.2K
2022			
o	December:	1258 (+8)	Reach: 6,737
o	November:	1250 (+14)	
o	October:	1236 (+41)	
o	September:	1195 (+71)	
o	August:	1124 (+17)	
o	July:	1107 (+34)	
o	June:	1083 (+12)	
o	May:	1071 (+70)	
o	April:	1001 (+64) *Broke 1000 followers	
o	March:	937 (+82)	
o	February:	855 (+82)	
o	January:	773 (+83)	
2021			

- o December: 690 (+67)

- **Facebook Page Followers and Reach Over Time**

- o September (+4) Views: 2.8K
- o May-Sept 1 (+0) Views: 11.7K - Reach 2.5K
- o April 655 (+4) Views: 2.7K - Reach 983
- o March 651 Followers Views: 4.5K - Reach 1.7K
- o February Views: 1.8K
- o January Reach: 1.5K

2025

- o November + December Reach: 3.9K
- o October 642 (+5) Reach: 1.2K
- o September 637 (+4) Reach: 817
- o August 633 (+21 for May-Aug) Reach: 1.8K
- o July Reach: 709
- o June Reach: 953
- o May Reach: 901
- o April 612 (+7) Reach: 1.1K
- o March 605 (+6) Reach: 2.1K
- o February 599 (+2) Reach: 538
- o January 597 (+1) Reach: 362

2024

- o November + December 596 (+2) Reach: 1.1K
- o October 594 (+3) Reach: 1,951
- o September 591 (-3) Reach: 600
- o August 594 (+4) Reach: 1,380
- o July 590 (+13) Reach: 2,027
- o June 577 (+2) Reach: 1,784
- o May 575 (+2) Reach: 1,343
- o April 570 (+6)
- o March 564 (+6)
- o February 559 (+4)
- o January 555 (+2)

2023

- o December 553 (+0)
- o November 553 (+0)
- o October 553 (+7)
- o September 546 (+6)
- o August 540 (+12)
- o July 528 (+10)
- o June 518 (+1)
- o May 517 (+5)
- o April 512 (+6)
- o March 506 (+3)
- o February 503 (+10)
- o January 493 (+4)

2022

- o December: 489 (+36)
- o November: 453 (+43)
- o October: 410 (+15)
- o September: 395 (+4)
- o August: 391 (+13)
- o July: 378 (+18)
- o June: 360 (+3)
- o May: 357 (+8)
- o April: 349 (+33)
- o March: 316 (+52)
- o February: 264 (+30)
- o January: 234 (+40)

2021

- o December: 194 (+7)

• **LinkedIn Direct Page Views Per Month**

- o September Page Views: 27 Impressions: 1,571
- o May-Sept 1 Impressions: 6,349 Reach: 3,554 (av: 889)
Page Views: 76 (av: 19)
- o April Page Views: 9 Reach: 336
- o March Page Views: 24 Reach: 820
- o February Page Views: 14 Reach: 207
- o January Reach: 663

2025

- o Nov-Dec Reach: 1,030
- o October Page Views: ?? Reach: 398
- o September Page Views: 10 Reach: 550
- o August Page Views: 26 Reach: 473
- o July Page Views: 18 Reach: 438
- o June Page Views: 35 Reach: 679
- o May Page Views: 16 Reach: 790
- o April Page Views: 51 Reach: 2,369
- o March Page Views: 45 Reach: 729
- o February Page Views: 38 Reach: 845
- o January Page Views: 26 Reach: 371

2024

- o Nov+Dec Page Views: 70
- o October Page Views: 25
- o September Page Views: 24
- o August Page Views: 41
- o July Page Views: 23
- o June Page Views: 29
- o May Page Views: 21

2023

September 9, 2025 ESU Network Operations Committee (NOC) Meeting Summary (ESU 10, Kearney, NE)

Purpose: Deliver secure, reliable, user-friendly systems for Nebraska's teaching and learning.

Attendees: Representatives from ESUs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 16, 17, 18; non-voting attendees from ESUCC, Network Nebraska, NDE, NU.

Key Actions:

- Approved previous minutes, current agenda, and 2025-2026 meeting schedule (November 5-6, 2025; February 10-11, 2026; May 5, 2026).
- NOC Leadership: Ben Wilson (Chair), Ben Anthony (Recorder), Andrew Contreras (Past Chair).
- Training: November 6, 2025 (Show and Share); February 11, 2026 (Elastic/FortiMail/Proofpoint, TBD).

Discussions:

- **AI Update:** Increased AI integration; vendors need data privacy agreements.
- **Cybersecurity:** SLCG updates (Years 1-4 funding); Proofpoint renewed (\$3.69/license); Duo Security renewal March 2026 (~\$11/license); LB 599 revisions.
- **NNNC:** FortiEDR/MDR renewal (\$42.77/license, needs 1500 licenses); Nebraska Cloud UI updated; FortiMail rollout ongoing.
- **Network Nebraska:** Ciena Transport completed; bandwidth upgrades; Nebraska Hall Data Center renovation planned.
- **NITC Education Council:** Staff changes, new cybersecurity council, Rule 89 revisions, accessibility law (2026/2027).
- **ESUPDO:** Encouraging NOC participation; PDO Reimagined Proposal #2 with 2-year staggered PLC terms.
- **Other:** Reviewed NOC Bylaws, Slack vs. Zoom Team Chat (\$495/year), calendar spam prevention, eSignature alternatives (PandaDoc), IPAM usage (Netbox, PHPIPAM).

Todo:

- Adobe Suite Affordability Marketplace
 -



ESUCC

Information Services Committee Meeting

Thursday, October 16, 2025, 3:30 PM

Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 3:30 PM.

Mitch Hoffer:	Present
Gregg Robke (ESU 04):	Present
Dr. Brian Maschmann (ESU 06):	Present
Corey Dahl (ESU 08):	Present
James McGown (ESU 16):	Present

1. Call to Order

This is a committee of the Educational Service Unit Coordinating Council. The chairperson or designee will call the committee meeting to order. Per Policy 1008, "Committees shall not have legislative or administrative functions, except as specifically authorized by the Board. All matters except those of routine or emergency nature may be referred to a committee before action by the Board...Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, as directed by the Board." No formal action will be taken in committee meetings, although recommendations for such action may be made by the committee to the Board.

The Information Services Committee Meeting was called to order at 3:30pm.

1.1. Roll call

2. ESU Professional Development Organization (PDO) and Affiliate Reports

2.1. Network Operations Coordinator (NOC)

Ben Wilson, NOC Chair, reviewed the attached September 9, 2025 ESU Network Operations Committee (NOC) Meeting Summary. Electronic Signature was brought up during the summary

review and ESUCC CEO Dr. Polk mentioned Adobe Sign, which is available through the Marketplace.

3. Teaching and Learning Division

ESUCC CLO Andrew Easton reviewed the attached Teaching & Learning ESUCC Info Services Committee Report.

Accessibility Resource: <https://esucc-brisk.my.canva.site/nebraska-esucc-accessibility-site>

4. K-12 Cybersecurity Updates

CIO Isaacson will provide the board with information specific to the statewide effort around K12 cybersecurity.

ESUCC CIO Scott Isaacson reviewed the attached Tech Division Report 2025-10.

5. Chief Executive Officer (CEO) Report

- CEO Report to the Board - October 2025

5.1. Technology Division

ESUCC CIO Scott Isaacson reviewed the attached Tech Division Report 2025-10.

Network Nebraska and NITC both have new websites. NDE is looking to fill the CIO for the K-12 position.

6. Next Meeting Agenda Items

7. Adjournment

The Information Services Committee Meeting adjourned at 4:19pm.

Minutes respectfully submitted by ESUCC Executive Secretary to the CEO, Mindy Reed.

Are you interested in the **NEBRASKA EARLY LITERACY WORKSHOP?**



Scan the QR Code or
click the link to enter
your information and
hear back from the
UNO Workshop Team!

[CLICK HERE](#)

The Early Literacy Workshop trains **educators who impact K-3 readers in foundational literacy skills**, focusing on the National Reading Panel's Five Pillars of Reading: phonemic awareness, phonics, vocabulary, fluency, and comprehension. Participants will be able to **identify concrete strategies** to support student learning. The workshop will **build knowledge and skills of evidence-based early literacy instruction** and provide resources to support K-3 educators' planning and instruction aligned with Nebraska State Standards.

ACCOUNTABILITY

IN-PERSON WORKSHOP SESSIONS

- ▶ Mandatory attendance at 5 in-person workshop sessions

CONTENT LEARNING MODULES

- ▶ Completion of 4 asynchronous online learning modules completed between sessions on the participant's own time to expand knowledge and application to practice

PROFESSIONAL TEXT CONNECTION

- ▶ Participants will select and receive one evidence-based professional text to support reflection, discussion, and enhanced professional learning

COMPENSATION

Participants who attend all workshop sessions and successfully complete the workshop expectations will receive **either**:

- ▶ **3 HOURS OF UNO GRADUATE COURSE**

OR

- ▶ **\$1300 STIPEND**

BENEFITS

- ▶ Empower K-3 educators with state approved, literacy professional development **at no cost** to participants or districts
- ▶ Leverage district HQIM to support planning and implementation of ELA curriculum
- ▶ Foster collaborative networking across grade levels and buildings
- ▶ Improve literacy proficiency rates across Nebraska

NE Early Literacy Workshop

ESUCC Informational Meeting

NDE Vision

To foster a culture of proficient and lifelong readers in Nebraska and unlock student potential for learning, earning, and living through a focus on evidence-based reading instruction

NDE Goals

- Increase third grade proficiency on NSCAS ELA from to 75% by 2030.
- Increase the % of Nebraska K-3 students who meet the Nebraska Reading Improvement Act approved assessment thresholds.
- Ensure 100% of Nebraska educator preparation programs are implementing evidence-based instruction for teachers grounded in the science of reading.

Tenet 1

Professional Learning System

High quality professional development for all educators who teach literacy for students age 4 through 3rd grade grounded in the science of reading to ensure that educators have skills in evidence-based instructional practices

Tenet 2

Curriculum and Teacher Preparation Aligned to Evidence-based Reading Instruction

Sustained teacher preparation programs and PreK – 3 curriculum, instruction, and assessment grounded in the science of reading using high quality materials

Tenet 3

Regional Literacy Coaches

Establishment of a network of coaches across the state who are trained in the science of reading and evidence-based practices. This network of coaches will provide sustained support services to Nebraska schools.

Tenet 4

Data Collections to Evaluate Effectiveness

Data collections measuring the effectiveness of literacy initiatives and implementation of professional development in evidence-based reading

Tenet 5

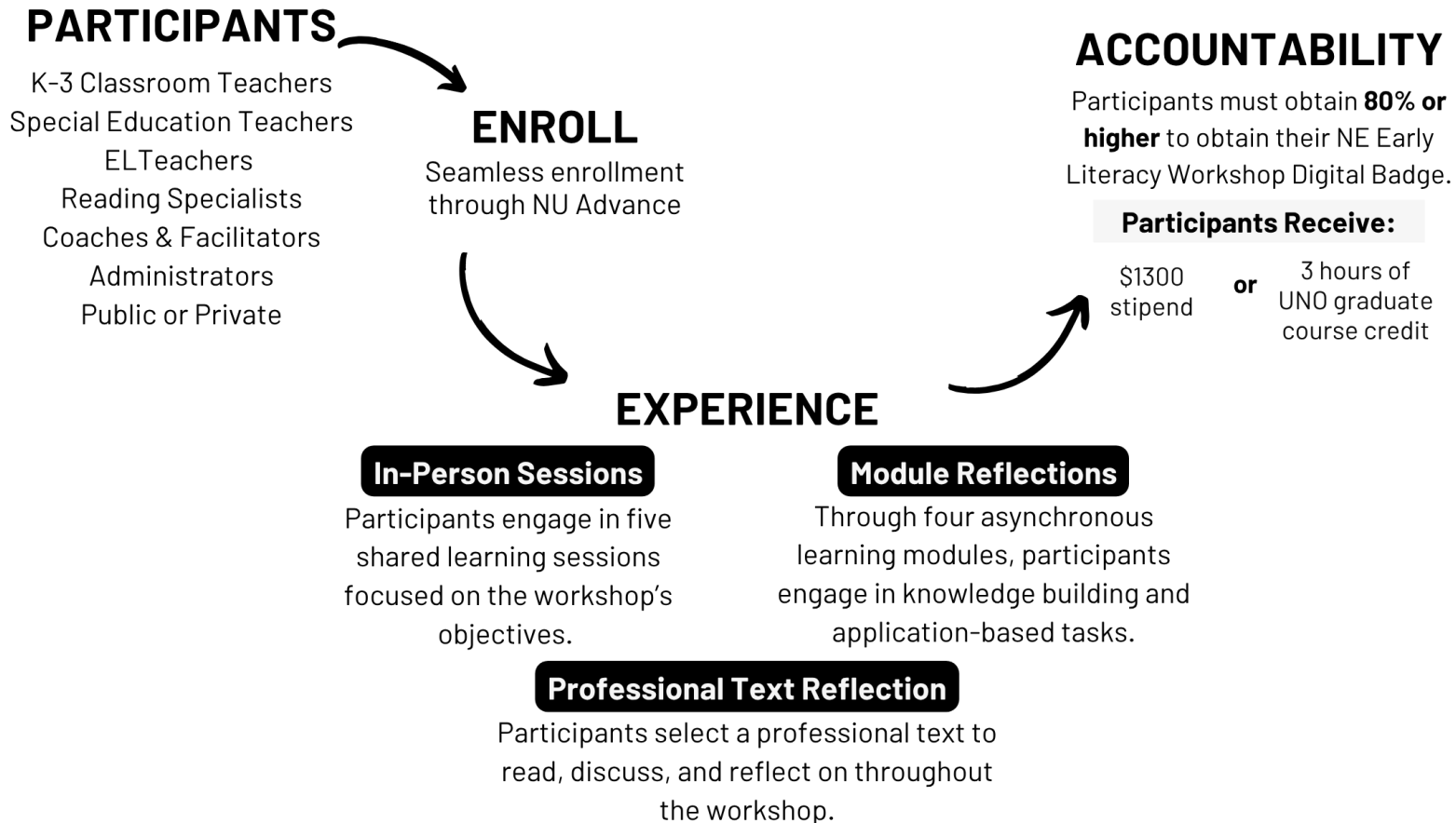
Family Literacy and PreK Programs

Development of resources to assist families in accessing local family literacy centers, existing community literacy initiatives, and prekindergarten programs in order to strengthen literacy and language development for young children so that they start kindergarten ready to thrive.

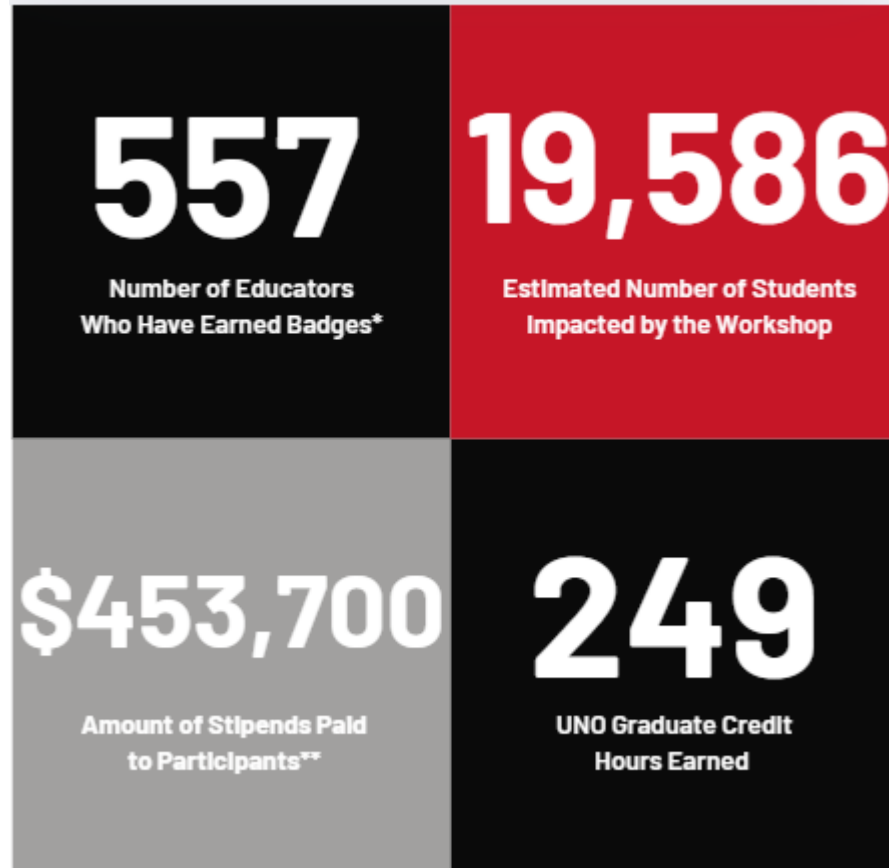


NE Early Literacy Workshop

The Experience



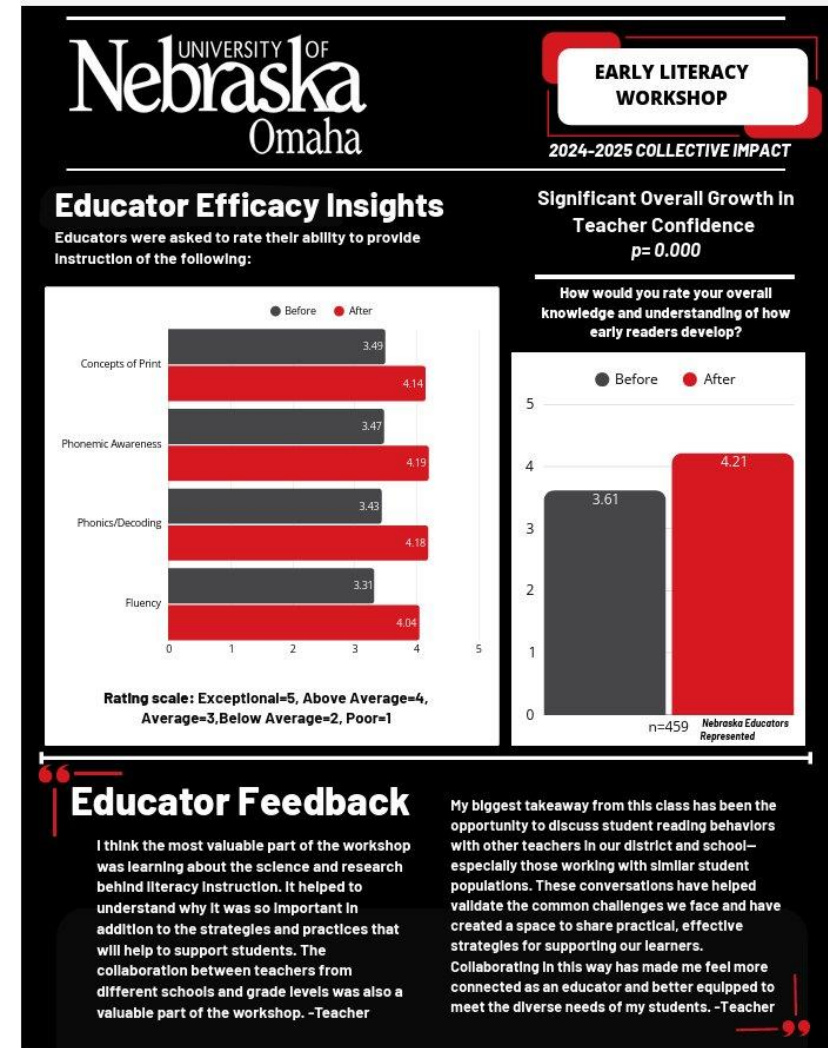
NE Early Literacy Workshop 24-25 Successes



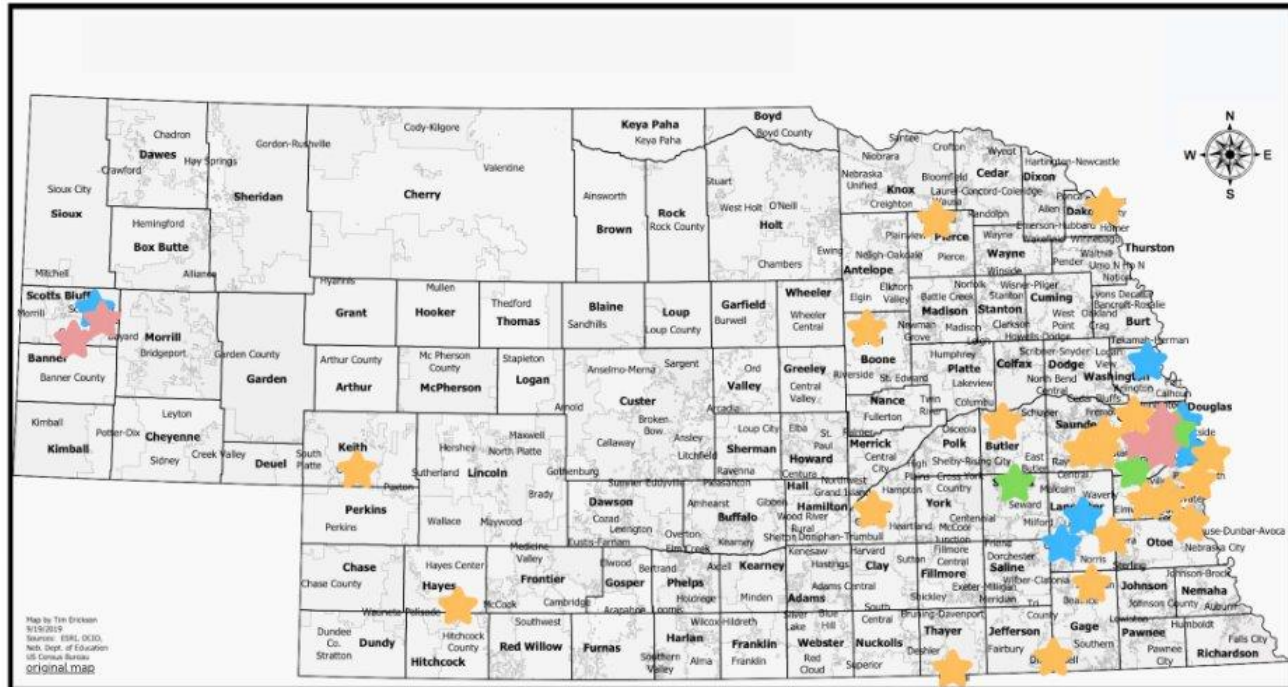
24-25 Workshop Impact Data

Early results from Nebraska Education Policy & Research Lab (NEPRL)

- Student growth **was greater** between BOY and EOY for students of teachers who participated in the workshop.
- The greatest difference exists for **Kindergarten students**. Kindergarten students whose teachers participated **exceedingly outperformed** national standards. This workshop is associated with higher test scores.
- Category analysis of comparing change from BOY to EOY of “at risk” and “not at risk” **significantly improved growth** of students categorized in “at risk” at the beginning of the year. Teachers who took the workshop could **more likely prevent** students from moving to “at risk”.



NE Early Literacy Workshop Challenges



- Small District Size
- Geographic Barriers
- Previous Commitments to Other Programs
- Funding Misconceptions

★ Districts who have **Completed** the Workshop

★ **Currently** Participating Districts

★ **Upcoming** Districts

★ **Interested** Districts



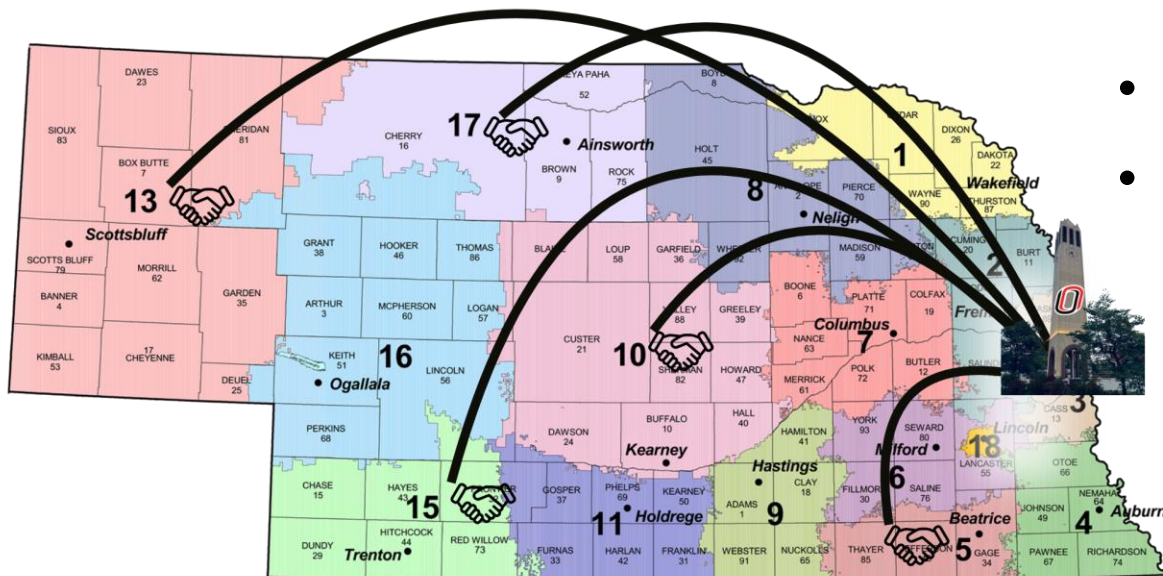
Expanding ESU Collaborations

ESU Potential Support

- Recognized Regional Partner
- Central Location for Workshop Sessions
- Partnerships Support Smaller Districts
- Local Facilitators

Benefit to ESU

- Free Training & Materials
- Opportunities to Compensate Facilitators & Participants
- Personalize Workshop to District Curriculum
- Additional State-Approved PD to Offer
- Limited Management Tasks



Questions?



Grow Your Own Education Pathway: From Pilot to Statewide Impact

Dr. Katie Soto, ESU 9

Dr. Lynne Herr, ESU 6

 **EDUCATORS
RISING**

NEBRASKA

GROW YOUR OWN

EdRising & Career Pathway

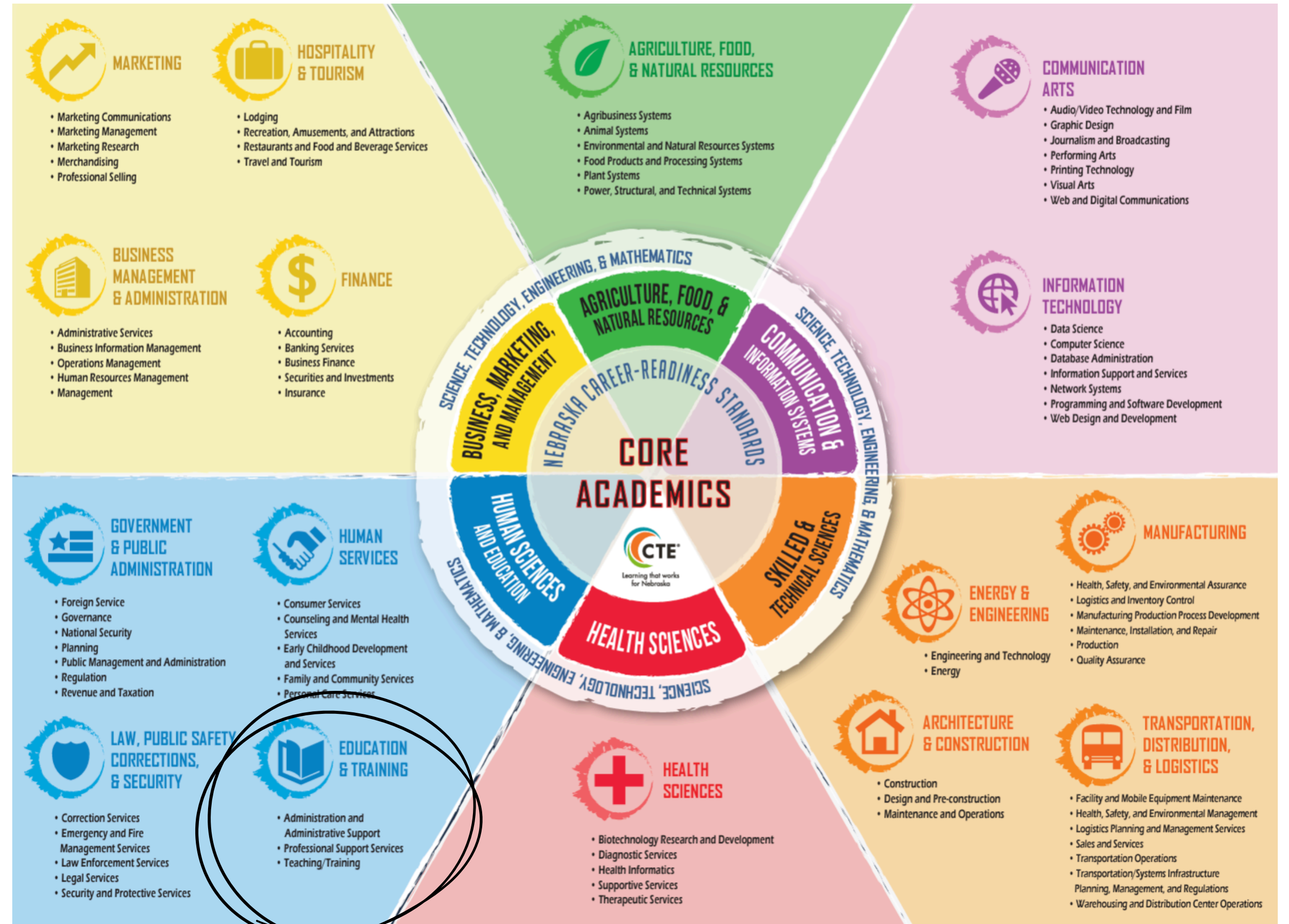


Today's Intentions:

- Build background knowledge of the Grow Your Own Education Pathway
- Explore ways ESUs can provide support and collaboration
- Access and share key implementation resources

Career Pathway

The six **career fields** represent broad sectors of the job market on which students may choose to focus. Each career field is composed of **career clusters**. The clusters are more specific segments of the labor market.





HUMAN SCIENCES AND EDUCATION
PROGRAM OF STUDY STANDARDS
2023-2024



Career Pathway

4 High School Courses

EDUCATION AND TRAINING

COURSE 1
Teaching as a Profession

MASTER: GYO Course 1
MASTER: 1

EDUCATION AND TRAINING

COURSE 2
Best Practices in Education & Training w/ WBL

MASTER: GYO Course 2
MASTER: 2

EDUCATION AND TRAINING

COURSE 3
Education and Training Practicum w/ WBL

Shared MASTER: GYO Course 3
MASTER: 3

EDUCATION AND TRAINING

LIFESPAN
Development

Lifespan Development
Lifespan



EDUCATION & TRAINING CLUSTER

Program of Study Name	Introductory Course	Intermediate Course	Capstone Course	Expanded Learning Opportunity
EDUCATION & TRAINING (Pages 11-25)	<u>350001 - Teaching as Profession, AND</u> <u>090123 - Lifespan Development</u>	<u>350002 - Best Practices in Education & Training with Work-Based Learning</u>	<u>350003 - Education & Training Practicum with Work-Based Learning</u>	<u>090119 - Child Development, OR</u> <u>090127 - Families in Crisis, OR</u> Introduction to Education Dual Credit, OR 320706 - Education & Training Work-Based Learning Experience

Curriculum



This introductory course is designed to introduce students to career opportunities and related skills in the field of education and training. Topics covered include history of education, the philosophy of education, roles of educators, instructional and assessment methods, diversity of cultures and communities, learner development, and professional development.

Course #350001: TEACHING AS A PROFESSION	ALIGNMENT	UNPACKING			LEARNING TARGETS	Essential Questions:
	Align Instructional Materials: Units, Lessons, etc. Type the name(s) of the instructional material(s) used:	What will student do? (Skills/Verbs)	What is the knowledge or concept? (Nouns) KEY Vocabulary	Educational Objectives: Bloom's Taxonomy	Concrete goals are written in student-friendly language and clearly describe what students will learn and be able to do.	
Welcome to the Education Pathway						
Strengths Finder, Course Syllabus and Expectations, Get to Know You, set a course goal, flexible hybrid course and what that means	Standard #12: Professional Dispositions			Applying	I can describe my personal strengths or personality traits. I can explain how I could apply each of my strengths as an educator. I can explain the expectations of this course.	How can you use your strengths to be an effective educator and make an impact on the lives of others and society?
Why become an educator?	Standard #1: Impact on Student Learning and Development			Understanding	I can identify the benefits of becoming an educator and explain why it is an important profession.	
Education Careers						
ISE.HS.35.1 Identify careers and roles within the educational system.	Standard #10: Leadership and Collaboration	Identify	careers and roles within the educational system	Understanding	I can explain the different roles and careers within the educational system.	
ISE.HS.35.3 Identify roles and responsibilities for administrators, counselors, coaches, and others in the educational setting	Standard #10: Leadership and Collaboration	Identify	roles and responsibilities of administrators, counselors, coaches, and other educational professionals.	Understanding	I can explain the roles and responsibilities of administrators, counselors, coaches, and other educational professionals.	How do different roles and careers within the educational system contribute to the PK-12 educational experiences of students?
ISE.HS.35.1.c Investigate the educational and experience requirements for each profession.	Standard #10: Content Knowledge	Investigate	education and experience requirements for edu system	Analyzing	I can research the requirements for each educational profession, including the educational and experience qualifications needed.	
ISE.HS.35.1.b Compare and contrast preschool, elementary, middle, and high school experiences.		Compare, contrast	PreK, ES, MS, HS	Analyzing	I can compare and contrast the educational experiences of preschool, elementary, middle, and high school.	
History of Education						
ISE.HS.35.2.a Describe the history of education through the centuries.		Describe	history of education	Understanding	I can explain the changes in education that have taken place through the centuries.	
ISE.HS.35.2.b Identify the elements of the daily routine of school and how these routines have differed throughout history		Identify	daily routine, historical routines	Understanding	I can identify the elements of a daily school routine, and how that routine has changed over time.	How has education in the United States changed over time?
ISE.HS.35.5.a Describe the history of various teaching philosophies		Describe	educational philosophies and history	Understanding	I can explain the history of teaching philosophies that have been used throughout history.	
Educational Philosophies						
ISE.HS.35.5.b Analyze how teaching philosophies play a part in today's education		Analyze	teaching philosophies	Analyzing	I can analyze how teaching philosophies have influenced education today.	
ISE.HS.35.5.d Relate student experiences to educational psychology theories	Standard #1: Learner Development	Relate	student experiences and educational psychology theories	Analyzing	I can connect student experiences to educational psychology.	How does student learning?
ISE.HS.35.3.a Identify the teacher roles and responsibilities in educating students		Identify	teacher roles and responsibilities	Understanding	I can explain the roles and responsibilities of teachers in educating students.	
ISE.HS.35.3.b Identify the educator roles and responsibilities in educating students		Identify	student roles and responsibilities	Understanding	I can explain the roles and responsibilities of students in their own learning.	
ISE.HS.35.4.a Explain physical, emotional, social, and intellectual development in humans.	Standard #1: Learner Development	Explain	physical, emotional, social, intellectual development in humans	Understanding	I can explain physical, emotional, social, and intellectual development in humans.	

NE CTE Standards and Career Readiness Standards

EdRising Competitions

InTASC Model Core Standards Interstate Teacher Assessment and Support Consortium

Work Based Learning Experiences

Opportunity to further align for dual credit

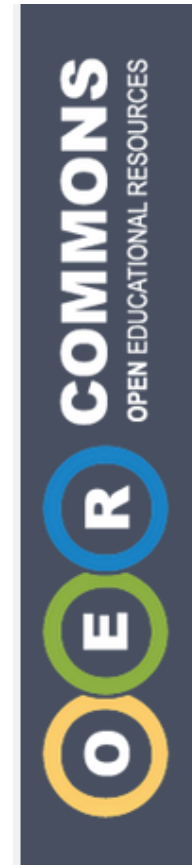
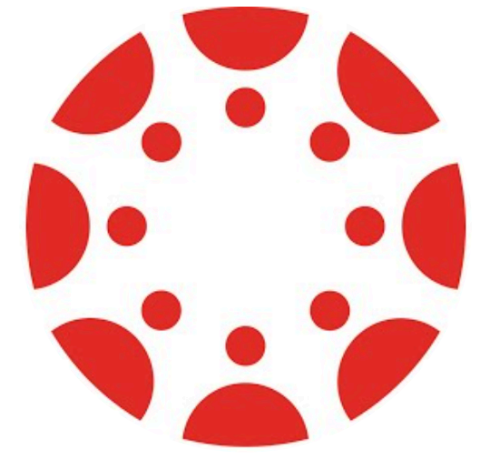
Scope and Sequence

The image displays a collection of educational materials, including:

- EDUCATION AND TRAINING WBL:** A document with a 'WBL Practice' logo, detailing '0.1 WBL Structure: What is Work-Based Learning?' and '0.2 WBL Function: How will this look, sound, and feel?'. It includes a 'Work-Based Learning Practicum' section with '1.2 Grade Level Development' and 'EdRising Competition: (Summative)'.
- HUMAN MO:** A document titled 'How does human develop emotional, and acad' with a 'Lead Teacher Zoom' section.
- INDIVIDUAL M:** A document titled 'How are needs identify overall academic, intel' with a 'Lead Teacher Zoom' section.
- INS:** A document titled 'How are instruct practices designed' with a 'Lead Teacher Zoom' section.
- PROFESSIONALISM MODULE 5:** A document titled 'Essential Question: How are communication and leadership skills important in the field of education and how are these skills effectively demonstrated?' with a date of 'April 29 - May 16, 2024 @ 7:30 a.m.' and a 'Lead Teacher Zoom: April 22, 2024 @ 7:30 a.m.'.
- 4.1 Assessment and Feedback Types:** A document detailing 'HSE.HS.3.4.c Identify the needs of students who are English Language Learners (ELL)', 'HSE.HS.3.4.d Identify the needs of students who are High Ability Learners (HAL) and meets student needs.', and 'HSE.HS.3.4.e Develop learning strategies and assessments with student needs.'.
- 4.2 Assessment and Feedback Development:** A document detailing 'HSE.HS.3.5.a Identify the differences between formative and summative assessments.', 'HSE.HS.3.5.b Identify the differences between positive and negative strategies.', and 'HSE.HS.3.5.c Construct assessments of concept.'.
- 5.1 Effective Communication:** A document detailing 'HSE.HS.3.5.a Practice effective communication skills needed for the education profession (e.g., listening, speaking, non-verbal communication, and written communication).', 'HSE.HS.3.5.b Demonstrate effective communication within the practicum experience.', and 'HSE.HS.3.5.c I can practice effective communication skills, including active listening, clear speaking, non-verbal communication, and written communication, that are essential for success in the education profession.'
- 5.2 Leadership and Growth:** A document detailing 'HSE.HS.3.7.a Demonstrate effective leadership.', 'HSE.HS.3.7.b Describe the importance of professional development in the education field.', and 'I can demonstrate effective communication skills within the practicum experience, including active listening, clear and collaborative, making informed decisions, and promoting a positive learning environment.'

Curriculum Access

Module 2: Education Careers		✓	+	⋮
2. Introduction		✓		⋮
2.1 PK-12 Experiences		✓		⋮
2.2 Educator Roles & Responsibilities		✓		⋮
2. EdRising Exploring Education Careers COURSE GRADE	4 pts	✓		⋮
2. EdRising Exploring Education Careers (Competition Rubric)	125 pts	✓		⋮
2. Conclusion		✓		⋮



	DO: Nebraska Career Cluster - Virtual Tours	View
	DO: Option 2:16 Personalities	View
	DO: Option 3:High Five Test	View
	DO: Strengths Shield and Personality Frame Canva Template	View
PDF	DO: Strengths Shield and Personality Frame PDF Template	Download View
DOCX	Introduction	Download
	READ: 14 Teacher Strengths and Skills for Successful Educators	View

Module 2: Education Careers			⋮
	2.0 Introduction	Posted Feb 18	⋮
	2.1 PK-12 Experiences	Posted Feb 18	⋮
	2.1 Observation Protocol	Posted Feb 18	⋮
	2.1 Evidence of Learning	Posted Feb 18	⋮
	2.2 Educator Roles and Responsibilities	Posted Feb 18	⋮
	2.2 Evidence of Learning	Posted Feb 18	⋮
	2. EdRising Exploring Education Careers	Posted Feb 18	⋮
	Module 2 Post Reflection	Posted Feb 18	⋮

Lesson Components



ESSENTIAL QUESTION



LEARNING TARGETS



CONTENT RESOURCES



Something to DO



Something to READ



Something to
WATCH



Something to
LISTEN TO



WBL Practicum

EdRising Competitions Embedded



Nebraska Career
& Technical
Student
Organization
(CTSO)

Educators Rising
embedded
throughout

Digital Portfolio



Your Digital Portfolio Using Google Sites:
[Click here](#) and Make a Copy!

DIGITAL PORTFOLIO
DON'T FORGET TO UPDATE YOUR DIGITAL PORTFOLIO TO INCLUDE MODULE ARTIFACTS.

Here is a checklist for students to verify and monitor the progress of their digital portfolio completion, as well as for lead teachers to assign a grade to this portfolio assignment: The **potions highlighted** designate what is accomplished in Course 1!

Home Page: This portion may be completed at the Student Kick-off!

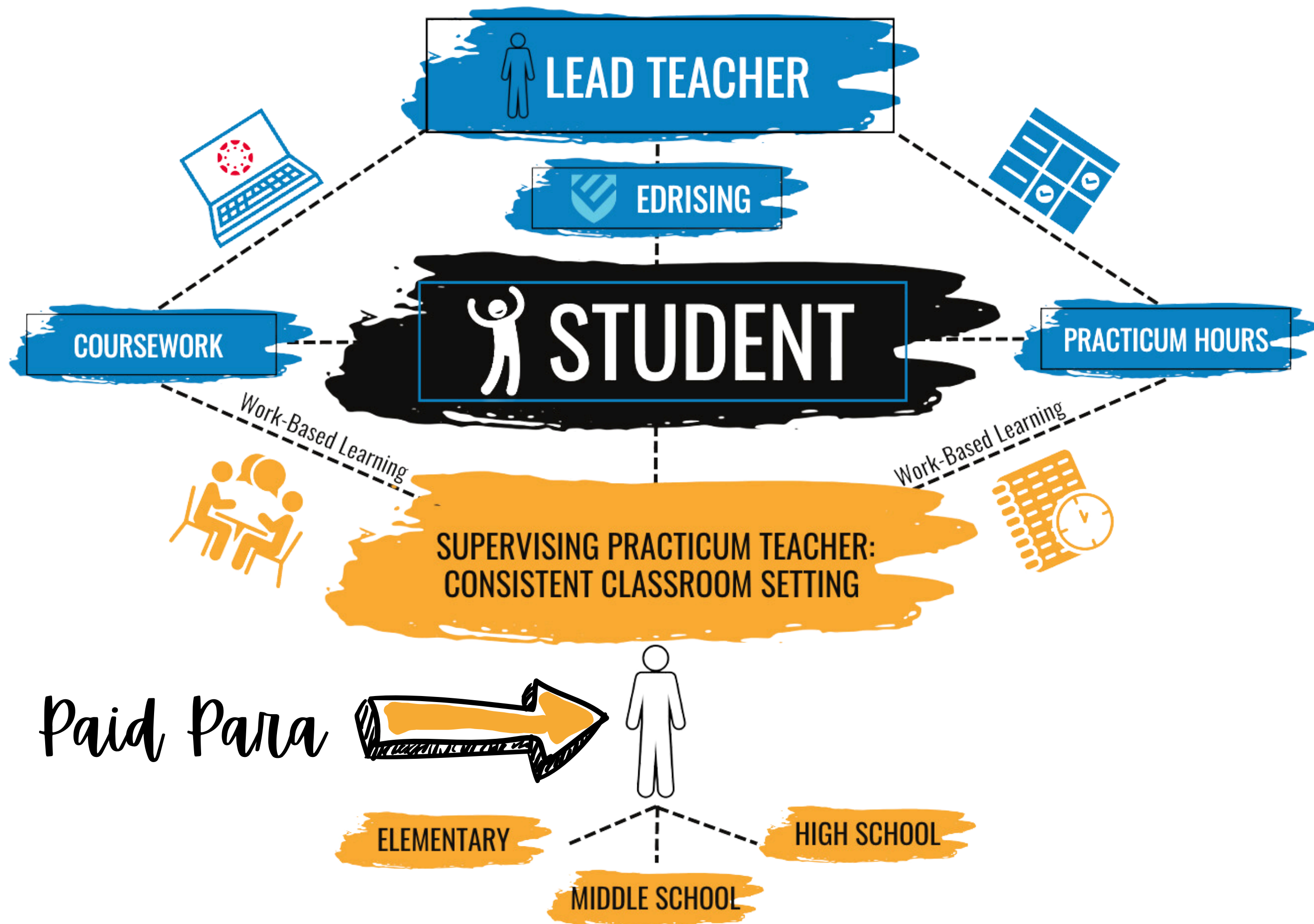
- Name
- District
- Contact Information
- Profile Picture
- Introduction Video

About Page: (3 points)

- Biographical Information (1 point)
- Gallup Strengths or 16 Personal Strengths (1 point)
- Education Philosophy (1 point)



3 e s t i m a t e d c o u r s e c o u r s e



Statewide Impact

Fall 2023-Fall 2025

26

School Districts

41

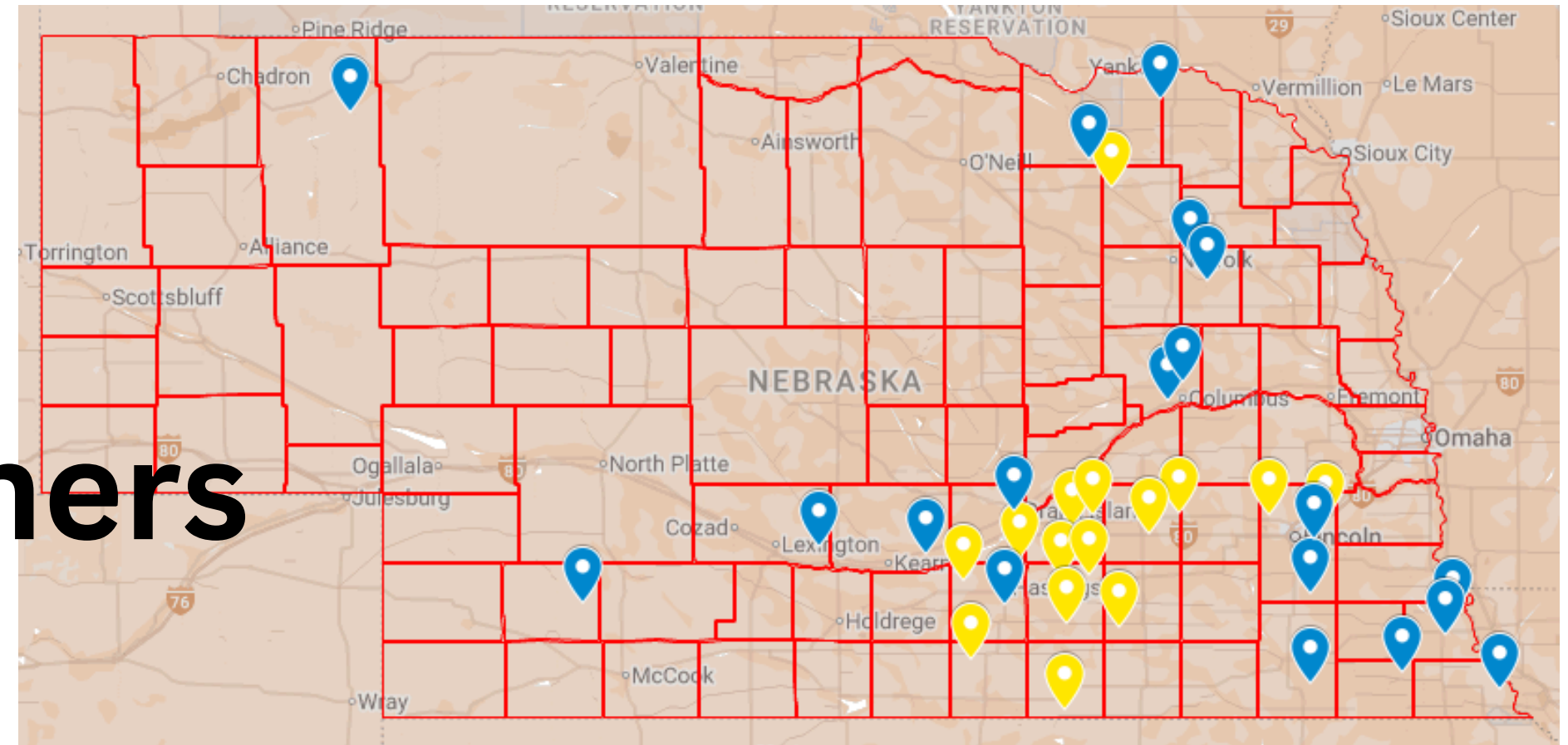
Local Lead Teachers

294

HS Students

1002

College Credits Earned



ESU Support

Promote to your schools

Attend and Host Lead Teacher Institutes

Attend and Host Student KickOff Events

PDO Reimagined:

Potential Statewide Deliverable

Resource Hub




CTE PROGRAM
OF STUDY



COURSE 1: INTRO
TO EDUCATION



COURSE 2: BEST
PRACTICES IN ED &
TRAINING WITH WBL



COURSE 3: ED &
TRAINING PRACTICUM
WITH WBL



LIFESPAN
DEVELOPMENT
COURSE



EDUCATORS
RISING



WAYNE
STATE COLLEGE
DUAL CREDIT
COURSE INFO



GYO ONE PAGE
INFO SHEET




GYO PROMO
VIDEO



INTEREST
FORM



UPCOMING EVENTS
AND DATES



GYO DATA



bit.ly/nebraskagyo



ESUPO Reimagined Proposal 3.1

Problems Needing Solutions

- **PO needing to address all affiliates**
 - Need a defined purpose for PO.
- **Budget challenges**
 - Budget requests have no limits or defined guidelines.
 - No formula determines an allowable budget.
 - No guidelines exist for allowable expenditures.
- **Membership overlap**
 - PLA and TLT have duplicate membership.
 - Both PLA and TLT include staff development personnel.
 - TLT and NOC have duplicate membership
- **Scheduling conflicts**
 - Affiliate meetings preceding PO events are scheduled at the same time.
 - PLA members who want to attend TLT cannot.
 - TLT members who want to attend PLA cannot.
- **PO event issues**
 - PO events have been shortened.
 - First shortened event is scheduled for January 2025.
 - Shortened events may leave insufficient time for professional learning.
 - A shortened day may discourage attendance.
 - PO events occur three times a year requiring multiple planning needs.
 - PO events are held in person in Kearney.
- **Time-intensive PO planning**
 - Planning occurs three times annually.
- **Affiliate structure needing consideration**
 - PO events dictate when affiliates meet.
 - Affiliate meetings are scheduled the day prior.
 - PLA and TLT have duplicate membership.
- **Lack of by-law oversight**
 - ESUCC has no role in reviewing Affiliate by-laws.
 - ESUCC is responsible for PO but lacks involvement in Affiliate by-laws.
- **Need for direction and structure for Cadres**
 - Cadres are not formally integrated into PO.
 - No established process for Cadres to request recognition by ESUCC.
 - There is no established process or structure for Cadres.
- **Quantity vs Quality**
 - The current structure fosters a "quantity-over-quality" approach, with multiple Cadres and affiliates operating in isolation. This results in fragmented efforts and diluted impact.
 - By reducing the number of affiliates and tying Cadres to those affiliates, we ensure that efforts are more cohesive and aligned with the overall PO purpose.
 - A streamlined structure encourages deeper collaboration, innovation, and the development of higher-quality professional learning programs.
 - By concentrating on fewer, focused groups, we ensure that resources, time, and energy are directed toward impactful, high-priority areas.

Proposal #3

<p>NOTE: We appreciate the thoughtful and candid insights we have received throughout this process. We have synthesized all previous rounds of feedback and have created this Proposal #3.</p>	
<p>Name change</p>	<p>Rename to ESU Professional Organization (ESUPO)</p>
<p>Goal from the ESUCC</p>	<p>Simplify and standardize PO operations, improving efficiency, accountability, and collaboration.</p>
<p>Clear Purpose for ESUPO</p>	<p>This ESU Professional Organization is a collaborative group of ESU educational professionals from across Nebraska, including NDE and other statewide partners. Events provide for the time to share knowledge, analyze data, engage in reflective practices to refine professional expertise, and ensure time and collaboration are prioritized statewide.</p>
<p>Affiliates</p>	<p>Affiliates</p> <ul style="list-style-type: none"> ● ESPD: No Name Change <ul style="list-style-type: none"> ○ Support for special populations directors. Focus on compliance, legal issues, and guidance for special populations. ● PLA: Professional Learning Affiliate <ul style="list-style-type: none"> ○ Focus on instructional strategies, professional learning, and content areas. ○ Feedback incited consideration of a name change to move away from a deficit focused name containing “Development” to something emphasizing the positive work ● TLT: No Name Change at This Time, Though It Might Be Necessary <ul style="list-style-type: none"> ○ Focus on instructional technology. Must have DL designated personnel in each ESU. ○ Feedback incited consideration of a name change to better clarify the difference in roles between the TLT Affiliate and the PLA, emphasizing the distance and digital education, and innovation in learning through technology ● NOC: No Name Change <ul style="list-style-type: none"> ○ Training for technology directors and coordinators. Network operations, cybersecurity, etc.

<p>Structure of Cadres, Committees, Workgroups, Initiatives, Projects</p>	<p>Structure of Cadres, Committees, Workgroups, Initiatives, Projects</p> <ul style="list-style-type: none"> ● Cadres are statewide committees ● Not regulated by PO affiliates. ● No by-laws ● No budget by the ESUCC Board ● No ESUCC approval ● May use the Generating Statewide Deliverables time in PO to do the work to reduce the need to find other times in the year away from your ESU (can include non-ESU personnel)
<p>Structured Budget Guidelines</p>	<p>Budget Request Process</p> <ul style="list-style-type: none"> ● One Affiliate Budget Request per affiliate to be submitted to the ESUCC Board on or before the January ESUCC Committee meetings for approval in February ESUCC Board meeting. ● ESUCC Board will approve in whole or part. The Committee and/or Board may send whole or part back to the affiliate for clarification/revision prior to approving. ● Budget requests will be submitted using the ESUCC provided template of Affiliate Budget Request Form. ● Affiliate budget requests must not be above the ESUCC approved budget ceiling. ● Any unexpended funds after all expenses have been claimed will be unexpended. ● Should extenuating circumstances cause the affiliate budget to change, a revised Affiliate Budget Request may be provided to the ESUCC Committee for consideration and approval. <p>Budget Ceiling</p> <ul style="list-style-type: none"> ● Different for each affiliate ● 2% increase over a 3 year average of approved budgets ● Additional increase for extenuating circumstances at Board approval ● If there is not a budget the prior years, the affiliate will submit an Affiliate Budget Request for the Board's consideration <p>Budget Guidelines</p> <ul style="list-style-type: none"> ● Budget year September 1-August 31 ● Allowable expenditures include <ul style="list-style-type: none"> ○ Training/professional learning contracts and related expenses ○ Venue expenses for meetings/trainings ○ Books/materials in conjunction with provided training ○ Other (at the ESUCC Board's approval) ● Any expenses not listed above must be approved separately by the ESUCC Board but within the affiliate budget, or paid for by the ESUs

	<ul style="list-style-type: none"> ● Unallowable expenses <ul style="list-style-type: none"> ○ Meals for membership (these are billed separately as a flow through) ○ Lodging for membership ○ Mileage for membership ○ Decorations and other themed supplies ○ Other food expenses (candy, etc) ○ Swag or promotional materials ● Any affiliate not wishing to have an ESUCC budget, may have their ESUs pay for the affiliate work in a billing/flow through option after approval at the ESU level ● PO Registration is refundable up to a 7 calendar day window prior to the PO event. Registrations cancelled in that 7 day window are not refundable.
<p>Consistent ESUPO Meeting Structure</p>	<ul style="list-style-type: none"> ● Two ESUPO events annually (1 per semester). <ul style="list-style-type: none"> ○ Fall: September in Kearney ○ Spring: May in LaVista ○ Feedback results: Strong interest in 2 different locations ● Affiliate meeting January adjacent to Rule 84 meeting in the same location (LaVista) <ul style="list-style-type: none"> ○ Meetings will not conflict with each other ○ Feedback results: Strong interest in maintaining a third Affiliate day. ● Generating Statewide Deliverable definition: <ul style="list-style-type: none"> ○ Work time ○ Intentional time carved out to get statewide work done so you don't have to schedule additional time away from your ESU ○ Deliverable driven ○ Schedule set by Planning Committee ○ Creates time and travel efficiencies to avoid additional statewide meetups ○ Ensures that a portion of the ESUPO time is dedicated to collaboration dedicated to deliverables ○ Division into two half days (with strategic planning from PO Planning Committee) reduces the potential for membership conflict due to overlapping efforts ○ Open to cadres, workgroups, special projects, focus groups, BOF, etc. ● Generating Statewide Deliverables examples (not intended to be THE list, simply ideas) <ul style="list-style-type: none"> ○ Cross-ESU collaboration on the Digital Citizenship Symposium

- NNNC project development
- An ESPD share out on BITS training practices and creation of shared materials
- Accessibility training and/or collaborative time devoted to making digital materials accessible
- PLA Director meetings for work and development
- RLC collaboration on coaching modules
- SMART code calibration
- Show and Share with time allocated to creating/revising materials
- Distance learning coordination in developing teacher resources for DL
- Co-creation of a statewide survey
- SRS strategic vision and work time
- Developing a repository of communication resources for ESU and education advocacy
- Data visualization work
- Rule 84 Priority workgroup collaboration
- Sparq Negotiations Training and work time
- Cross affiliate collaboration and work

Fall ESUPO Event: September - Kearney

Day 0	Day 1	Day 2	Day 3
ESUCC Committee Meetings (All day)	AM: ESUCC Board AM: Generating Statewide Deliverables 1	Affiliates (All Day)	AM: Generating Statewide Deliverables 2
	PM: Statewide PO		

- Lodging
 - Admins 1-2 nights
 - All others 1-3 nights depending on involvement
- Day 1 and 3 are intended to provide additional time for initiative work. These are optional meetings.
 - Note: Generating Statewide Deliverables leaders should schedule their work time in these Day 1 and Day 3 opportunities and as much as possible, do not schedule other times of the year.
- ESUCC Committee meetings do not conflict with any Affiliate meetings.
 - No need for affiliate members to step out of Affiliate Meetings to provide content in the ESUCC Committee Meetings.

- ESUCC staff have flexibility to attend Affiliate meetings if necessary

Rule 84 Collaboration: January - LaVista (Option for Affiliate Business Meeting)

Day 1	Day 2	Day 3
ESUCC Committee Meetings (All day)	AM: ESUCC Board PM: Rule 84	Affiliates (All Day)

- Lodging
 - Admins 1-2 nights
 - All others 1 nights

Spring ESUPO Event: May - LaVista or Kearney

Day 0	Day 1	Day 2	Day 3
ESUCC Committee Meetings (All day)	AM: ESUCC Board AM: Generating Statewide Deliverables 1	Affiliates (All Day)	AM: Generating Statewide Deliverables 2
	PM: Statewide PO PM Evening: (May) Recognition		

- Lodging
 - Admins 1-2 nights
 - All others 1-3 nights depending on involvement
- Day 1 and 3 are intended to provide additional time for initiative work. These are optional meetings.
 - Note: Generating Statewide Deliverables leaders should schedule their work time in these Day 1 and Day 3 opportunities and as much as possible, do not schedule other times of the year.
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 - ESUCC staff have flexibility to attend Affiliate meetings if necessary

Affiliate Meeting Structure	<p>Meeting Structure</p> <ul style="list-style-type: none"> ● Affiliate Meetings, at least 2 <ul style="list-style-type: none"> ○ 2 in conjunction with PO events, Fall/Sept and Spring/May, ○ (optional) 1 at the discretion of the affiliate and described in the affiliate budget ● Affiliate Leadership Meetings and Affiliate Trainings <ul style="list-style-type: none"> ○ Number and duration determined by Affiliate and allowable budget <p><i>Meetings above will be included in the Affiliate Budget Requests. Any additional meetings are allowable, and are not funded by the approved Affiliate budget.</i></p>
PO Planning Structure	<ul style="list-style-type: none"> ● Comprised of: <ul style="list-style-type: none"> ○ ESUCC CLO is chair ○ 1 consistent member per affiliate ○ 1 NDE representative ○ No cadre membership (see below) ● Planning meetings, minimum (subject to change as needs arise) <ul style="list-style-type: none"> ○ November, January, and April for May and September ● All planning includes <ul style="list-style-type: none"> ○ Agenda development ○ Speakers selections ○ Schedule ○ Zoom jockey assignments ○ Materials ○ Communications ○ Venue arrangements ○ Meals ○ Recognition ● Planning members not expected to be the presenters of the events
By-law Review Process	<ul style="list-style-type: none"> ● Each affiliate must have by-laws ● Minimum components include <ul style="list-style-type: none"> ○ Name ○ Purpose ○ Membership Opportunities ○ Meetings

	<ul style="list-style-type: none"> ○ Leadership Role(s) and Responsibilities ○ Budget Creation and Approval ○ Voting ● Affiliates review/revise every 5 years (or sooner if needed). ● ESUCC reviews initial by-laws and revisions as they occur
Recognition Celebration	<ul style="list-style-type: none"> ● In conjunction with May PO ● Evening Recognition: <ul style="list-style-type: none"> ○ 5 yr, 10, yr, 15 yr, 20 yr, 25+ ○ Retirees ● Meal and recognition. ● ESUCC to formalize resolution for retirees in a CC meeting ● Recognition for retirees from ESU Colleague not to exceed 10 minutes ● Response from retiree (if they want the time) not to exceed 10 minutes ● All other recognitions will be collectively acknowledged by years of service ● Any ESU member and honoree family members are welcome ● Non ESU attendees will be billed to the ESU with which the recognized staff member is affiliated ● Any staff or guests will be billed for the meal ● Retiree meal paid for by PO budget ● Only budgeted costs are the meal and room <ul style="list-style-type: none"> ○ Meal is flow through ○ Room is within PO budget
Social Events	<ul style="list-style-type: none"> ● Suggested Meet ups: <ul style="list-style-type: none"> ○ Examples: <ul style="list-style-type: none"> ■ Run/walk and/or coffee meet-ups in the AM ■ Fyre after Recognition Celebration, ■ Sundaes at Angus in the afternoon ■ Smash Park ■ Top Golf ● Anyone can attend any or all

**ESUCC Staff
Support for
Affiliates**

Will Do

- Calendar invites
- Affiliate Google Calendars with dates and locations
- Joint Calendar updates
- Google groups for listservs and shared drives
- Arrange venue given template filled out by affiliates (template to be created)
- PO registration site for registration and meals using information from the template
- Billings
- Material Subscription emails (Marshall Memo, Main Idea, Sora etc)
- Statewide membership directory (under construction Fall 2026)

Might Do

- Travel to locations for affiliate meetings when requested by their supervisor

Won't Do

- Update the affiliate websites to meet the ADA's (WCAG 2.1 Level AA) accessibility requirement
- Take minutes
- Zoom jockey
- Create materials (ie: slideshows)
- Book Travel for Membership

CEO Report to Board October 2025

Oct 16, 2025 Committees

Oct 17, 2025 Board

New Business																																							
<input type="checkbox"/>	Executive ▾	Technology Developer/ Integrator	5 Finalists. Interviews underway																																				
<input type="checkbox"/>	Executive ▾	PowerSchool Contractors	1099 vs. Employee																																				
<input type="checkbox"/>	Educational Resour... ▾	BITs Funding for 2025-2026	<p>Updated Amounts</p> <ul style="list-style-type: none"> • Two invoices. <ul style="list-style-type: none"> ◦ Half in January. Half in July. • Amounts are dependent on Lottery sales so are subject to change. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th>Dollars Per ESU</th> </tr> </thead> <tbody> <tr><td>ESU 1</td><td>\$53,187.20</td></tr> <tr><td>ESU 2</td><td>\$47,682.11</td></tr> <tr><td>ESU 3</td><td>\$260,746.31</td></tr> <tr><td>ESU 4</td><td>\$25,346.35</td></tr> <tr><td>ESU 5</td><td>\$24,285.48</td></tr> <tr><td>ESU 6</td><td>\$47,338.04</td></tr> <tr><td>ESU 7</td><td>\$50,405.98</td></tr> <tr><td>ESU 8</td><td>\$44,413.46</td></tr> <tr><td>ESU 9</td><td>\$38,736.34</td></tr> <tr><td>ESU 10</td><td>\$108,553.50</td></tr> <tr><td>ESU 11</td><td>\$21,704.97</td></tr> <tr><td>ESU 13</td><td>\$59,065.03</td></tr> <tr><td>ESU 15</td><td>\$16,056.51</td></tr> <tr><td>ESU 16</td><td>\$30,278.00</td></tr> <tr><td>ESU 17</td><td>\$7,225.43</td></tr> <tr><td>ESU 18</td><td>\$124,581.34</td></tr> <tr><td>ESU 19</td><td>\$144,393.93</td></tr> </tbody> </table>		Dollars Per ESU	ESU 1	\$53,187.20	ESU 2	\$47,682.11	ESU 3	\$260,746.31	ESU 4	\$25,346.35	ESU 5	\$24,285.48	ESU 6	\$47,338.04	ESU 7	\$50,405.98	ESU 8	\$44,413.46	ESU 9	\$38,736.34	ESU 10	\$108,553.50	ESU 11	\$21,704.97	ESU 13	\$59,065.03	ESU 15	\$16,056.51	ESU 16	\$30,278.00	ESU 17	\$7,225.43	ESU 18	\$124,581.34	ESU 19	\$144,393.93
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		<p>There is an additional \$3,027 distributed to the ESUs. Why?</p>	<p>\$51,467 was distributed evenly to each ESU and is to be used for coaching training.</p> <p>Breakdown of funds for Year 2, 2025-2026:</p> <ul style="list-style-type: none"> ● Phase 1 Literacy Coaches \$105,882 <input type="checkbox"/> Phase 2 Onboarding \$78,000 <input type="checkbox"/> All ESUs MOU \$16,401 <input type="checkbox"/> All ESUs additional for Coaching training \$3,027 <p>Please note, the \$51,467 for Year 3, 2026-2027 distribution is TBD.</p>
<input type="checkbox"/>	<p>Legal ▾</p>	<p>Endorsement Opportunity</p>	<p>The Council of Parent Attorneys and Advocates (COPAA) and the Council of Administrators of Special Education (CASE) invite individuals, national, state, and local organizations to join together and affirm our shared commitment to ensuring that children and youth with disabilities receive the education and support fundamental to their growth and development.</p> <p>As these types of things come up, can I proceed if the issues align with the MSA, MOU, and/or the legislative priorities?</p>
<input type="checkbox"/>	<p>Legal ▾</p>	<p>LEA Definition and options for ESUs</p>	<ul style="list-style-type: none"> ● Nebraska law currently defines LEA as a "school district" (79-101, 79-2202), and ESUs are instead classified as political subdivisions under §79-1245. ● Federal definitions are broader. Under 34 C.F.R. §300.28 and §300.12, a "Local Educational Agency" includes "educational service agencies." ● This inconsistency defaults to the state statutory definition (which ties LEAs to school districts--not ESU's). <p>Options (something like this):</p> <ul style="list-style-type: none"> ● Bill to revise 79-101, "Local education agencies include an educational service unit when determining eligibility for any state or federal grant, loan, program authorization or other assistance provided to local education agencies." ● State Board to adopt, "The State Board shall define a local education agency to include an educational service unit when determining eligibility for any state or federal grant, loan, program authorization or other assistance provided to local education agencies."

<input type="checkbox"/>	Legal ▾	ESUCC Legislative Day	February 24, 2026 from 7am-2pm. Need volunteers to plan. Three 1-hour scheduled planning Zooms: <ul style="list-style-type: none"> <input type="checkbox"/> December 8, 2025 at 10am CST <input type="checkbox"/> January 12, 2026 at 10am CST <input type="checkbox"/> February 11, 2026 at 1pm CST
<input type="checkbox"/>	Legal ▾	Student Leader Event	Nothing has been set
<input type="checkbox"/>	Select a Committee ▾		
<input type="checkbox"/>	FULL BOARD ▾	February Board Meeting Location - LPS for Feb 2026	Sign-Up Sheet for the February ESUCC Board Meeting Location - All Set until February 2028
<input type="checkbox"/>	FULL BOARD ▾	SORA Report (Standing Item)	ESU SORA usage: <ul style="list-style-type: none"> • 7.1.2025-7.31.2025 • 8.1.2025-8.31.2025 • 9.1.2025-9.30.2025
<input type="checkbox"/>	FULL BOARD ▾	Quarterly Administrator PD Series	<input type="checkbox"/> First Quarter (fall) - Intellectual Property and Technology issues (copyrights, work-for-hire doctrine, FERPA, technology contracts, etc) <input type="checkbox"/> Second Quarter (winter) - ESU Boards and Legal Issues (Open Meetings Act, public records, issues with board meetings, handling board complaints, and so forth) <input type="checkbox"/> Third Quarter (spring) - Personnel issues (evaluations, documenting concerns, FLSA exemptions, contracts, and the like) <input type="checkbox"/> Fourth Quarter (summer) - Updates in Special Education Law (what are the new "hot topics" that ESU Administrators need to know to support their districts)
<input type="checkbox"/>	FULL BOARD ▾	Literacy Coach FAQ There is an additional \$3,027 distributed to the ESUs. Why?	See Admin Q& A meeting video , 22:00 for explanation. The original appropriation was estimated at \$1,800,000. The actual amount is \$1,851,467. The additional \$51,467 was distributed evenly to each ESU and is to be used for coaching training. Breakdown of funds for Year 2, 2025-2026: <ul style="list-style-type: none"> • Phase 1 Literacy Coaches \$105,882 <input type="checkbox"/> Phase 2 Onboarding \$78,000 <input type="checkbox"/> All ESUs MOU \$16,401 <input type="checkbox"/> All ESUs additional for Coaching training \$3,027 Please note, the \$51,467 for Year 3, 2026-2027

			distribution is TBD.
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New Since Committee Meetings OR for Full Board Consideration			
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<input type="checkbox"/>			
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Old Business			
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<input type="checkbox"/>	FULL BOARD ▾	State Board meeting sign up	We are still looking for someone to “attend” the December 2025 State Board of Education Meeting .
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SRS and Project Para Staff Report

October, 2025

SRS

Our team's main activity this month is supporting districts completing their ADVISER reporting for the fall snapshot. Currently 219 districts use SRS to publish their ADVISER special education records. Rita McKinney (helpdesk) and Todd Hatcher (assistant technology director) lead and participate in online and in-person training events for SRS and the online ADVISER workdays. We are analyzing the costs and benefits of travel for these events versus providing online (Zoom) training.

Project Para

On September 23, 2025, the Canvas team met with Dorann Avey and NDE leaders from Title I, Special Education and Early Childhood to review updated course content. This content will now be finalized for release around January 1st, 2026. In the summer of 2026, we plan to begin charging a per-student fee of \$10 for users of the Project Para courses from outside of Nebraska to cover the costs associated with the Canvas seat licenses and support.



Ed Resources Committee Report

PROJECT NAME: Teaching & Learning, Distance Learning, and Communication

PROJECT DIRECTOR: Andrew Easton

REPORT PERIOD: September 2025

COMMITTEE REPORT: CHIEF LEARNING OFFICER

Teaching and Learning Efforts (Organized alphabetically by initiative)

- **Accessibility**
 - Created the [Nebraska ESUCC Accessibility Support Site](#) to support ESUs and Schools in their efforts to adhere to the ADA WCAG 2.2 Guidelines
 - TLT will host a training on accessibility on Oct 22nd

- **Artificial Intelligence**
 - Collaboration continues with the development of an AI support for literacy with Swivl and ESU 16, The Literacy + [M2](#) Project
 - Efforts with Coop Purchasing to provide an AI specific Data Privacy Agreement for all AI-powered EdTech Tools in the ESUCC Marketplace
 - Finalized details for the TLT Oct 23rd Professional Learning: [CRITICAL CONVERSATIONS ON AI INTEGRATION IN K-12 SCHOOLS](#)
 - [Communication flyer](#) for this event
 - Presented to school leadership from seven states at the Consortium 2038 event in Omaha

- **BIT & Teacher Support Act**
 - **NEW BITS 102 Training Now Available**
 - BITS 101 and 102 Content
 - [BITS 101 Slide Deck](#)
 - [BITS 102 Slide Deck](#)
 - [BITS YouTube Playlist](#)
 - Video content for BITS 101 and 102 for whole-staff, theatre-style viewing
 - [BITS 101 and BITS 102 Asynchronous Training](#) is free and available in the NDE Learning Network
 - Access the [BITS one-pager+FAQ](#) for details

- **Canvas Consortium**
 - The Canvas Consortium team is developing asynchronous learning content for literacy, accessibility, and more within the [NDE's Nebraska Learning Network](#)

- **Digital Citizenship**
 - **ESU Digital Citizenship Symposium**
 - [2025 ESU DigCit Symposium](#) was held on October 8th at the following ESU sites...
 - ESU 3, La Vista
 - ESU 5, Beatrice
 - ESU 7, Columbus
 - ESU 10, Kearney
 - ESU 13, Sidney
 - [Promotional Flyer for the 2025 DigCit Symposium](#)
 - Partnered with NDE and Grindstone Media to create a promotional video about Digital Citizenship and this event that will be shared on the ESUCC Site, SupportedED site, and social media.

 - **NE Digital Citizenship Collaborative**
 - Met with several leaders and organizations focused on Digital Citizenship efforts in Nebraska in an effort to align language and resources in support of DigCit in Nebraska
 - Aim: Post a statewide collection of resources through a page on the SupportedED site
 - Members include...
 - ESU DigCit Leadership: Peg Coover, Otis Pierce, Jody Bauer, Jaci Palmer, Lori Biesecker, and Laurie Kerr
 - Dorann Avey with NDE
 - Adam Vinter of Common Sense Media and ESU 19/OPS
 - Dr. Chris Haeffner and Joy Harvey of ESU 18/LPS
 - Dr. Kristen Mattson, national speaker, author, and consultant

- **Distance Learning, NVIS, and VFT**
 - **The [Nebraska Virtual Instruction Source \(NVIS\) site](#)**
 - The DEU totals for the 2024-2025 school year are reflected in [this DL promotional flyer](#)
 - **Video Series Highlighting DL**
 - Efforts were made to develop promotional video content to better communicate what DL is, how it works, and its impact on students and course opportunities
 - [DL Promo Video](#)
 - [DL Administrator Testimonial](#)

- DL Teacher Testimonial (Coming Soon)
 - [DL Student Testimonial](#)
 - [The Latest in DL Technology](#)
 - Additional communication resources in support of DL
 - [Distance Learning One-Pager for 2025](#) (Updated)
 - [Norms for On-Site Proctors and Special Education Staff](#)
- o **Development of a DL Teacher Support Site**
 - In June and July we identified content for the [DL Teacher Support site](#), which I then created as a draft in Google Sites. We have continued to meet ongoing and revise/add to this site with an expected launch date of late January.
 - Will partner with teachers in the ESU 5 World Language department to develop videos and templates that feature some best practices for DL teaching and learning.
- o **NVIS Updates**
 - The NVIS home page was updated to create a space for schools to request a course.
- o **DL Communication and Efforts to Generate Courses**
 - Presented on DL at Central CC's regional event for school counselors
 - Proposal to present at the state's school counselor's conference in November was accepted
 - Seeking collaborations with Community Colleges, specifically for AP and dual credit courses
 - Met with representatives from Southeast Community College to explore options
 - Scheduling meeting with other community colleges to do the same
 - Talks continue with ESU 13 having their alternative education teachers deliver DL courses as a available
 - ESU 18/LPS will now be offering teachers a stipend for delivering DL courses
 - Possibility of ESU 16 leveraging DL in elementary classrooms to support literacy efforts (met with educators from Idaho's IDLA to learn more about their effort in that space)
- **ESUCC Updates**
 - o Developing an ESUCC.org site redesign that will be available in March 2026
 - o Subscription to Smore will afford an opportunity for a new ESUCC newsletter that we intend to release this fall
 - o Subscription to [Riverside](#) will help us elevate the podcast recording process and enhance our social media content (reels)
- **Future Ready Nebraska Conference**
 - o 2026 FR Nebraska Conference (6/1-2/26)

- **The Good Life EDU Podcast**
 - Created 1 new episode of [The Good Life EDU](#) Podcast
 - **Episode 222: [From Digital Citizenship to Digital Literacy and Well-Being: Common Sense Media Launches New Curriculum](#)** with Adam Vinter

- **Leadership Live Show**
 - Conversations continue with NDE SEED Team featuring school and district level leaders in a live dialogue about their work and best practices in their role

- **Nebraska PowerSchool Cooperative**
 - Alliance Public Schools joined NebPS as the 103rd Nebraska district to become part of the cooperative

- **PDO Planning**
 - Spent time going through Sept ESUPDO Feedback to create...
 - Proposal 3.0 and 3.1 of ESUPDO Reimagined (w/Dr. Polk)

- **[SUPPORTED Site](#): A Rule 84 Professional Learning Group Collaboration**
 - Currently finalizing the development of a statewide professional learning calendar.
 - Also currently developing a Digital Citizenship page on the SupportedED site that highlights Nebraska efforts and resources to support educators, students, and families with DigCit materials.

- **Textbook Loan Program**
 - Scott Isaacson, Erin Bussen, and I are working through revisions to the process and ordering system ahead of the 2025-2026 TLP
 - First TLP webinar with participating schools will be held on 12/11/25



ESUCC

Educational Resources Committee Meeting

Thursday, October 16, 2025, 12:30 PM

Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 12:30 AM.

Marci Ostmeyer: Present

Dr. Brenda McNiff (ESU 05): Present

Dr. Laura Barrett (ESU 13): Present

Geraldine Erickson (ESU 17): Present

Dr. Kanyon Chism (ESU 19): Absent

Attendance Update Taken at 12:33 AM.

Dr. Kanyon Chism (ESU 19): Present

1. Call to Order

This is a committee of the Educational Service Unit Coordinating Council. The chairperson or designee will call the committee meeting to order. Per Policy 1008, "Committees shall not have legislative or administrative functions, except as specifically authorized by the Board. All matters except those of routine or emergency nature may be referred to a committee before action by the Board...Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, as directed by the Board." No formal action will be taken in committee meetings, although recommendations for such action may be made by the committee to the Board.

The Educational Resources Committee Meeting was called to order at 12:30pm.

1.1. Roll Call

2. ESU Professional Development Organization (PDO) and Affiliate Reports

2.1. Staff Development Affiliate (SDA) Report

SDA Recorder Brooke Kavan reviewed the linked SDA Report 25-26.

2.2. ESU Special Education Director (ESPD) Affiliate Report

ESPD Chair Tami Clay and Co-Chair Joe Haney attended to take any questions the committee may have.

2.3. Teaching and Learning with Technology (TLT) Affiliate

TLT Co-Chairs, Laurie Kerr and Jaci Palmer reviewed the linked 2025 Ed Resources Meeting Share-Outs document.

3. Nebraska Early Literacy Workshop

In alignment with state statute and the Nebraska Department of Education (NDE) professional development expectations, the Nebraska Early Literacy Workshop provides professional training to K-3 educators to build their knowledge and skills of evidence-based literacy instruction. While the workshop was able to reach over 550 educators in the 24-25 academic year, geographic location and district size were identified barriers in offering this workshop to ALL Nebraska K-3 educators. We believe by partnering with Educational Service Units across the state, we will reduce the previously presented barriers and support the state's goals to enhance teacher instruction and increase students' literacy proficiency.

Dr. Lemke reviewed the attached ESUCC Presentation.

4. Grow Your Own Teacher Program

ESU 9 has been doing a Grown Your Own Teacher program in partnership with ESU 6. The program continues to grow and is attracting schools from across the state. Drew Harris, ESU 9 Administrator, along with Katie Soto, ESU 9 Synergy Specialist, Data Steward & Instructional Coach, and Lynne Herr, ESU 6 PD Technology Consultant, will provide an update on the program.

Katie Soto, ESU 9 Synergy Specialist, Data Steward & Instructional Coach, reviewed the attached ESUCC Ed Resources 2025 presentation.

5. PDO Reimagined Update

ESUCC CEO Dr. Polk and ESUCC CLO Easton will provide an update on PDO Reimagined. ESUCC CEO Dr. Polk reviewed the attached ESUPO Reimagined Proposal 3.1 document with the committee, emphasizing the yellow sections.

6. Chief Executive Officer (CEO) Report

CEO Report to the Board - October 2025

6.1. Tech Support (SRS and Project Para) Update

- SRS
- Project Para

CIO Scott Isaacson submitted the attached report for the committee to reference.

6.2. Distance Learning, Training Support, and Instructional Materials

- Distance Learning NVIS
- Behavior Intervention Training (BITS)
- Canvas
- Threat Assessment Update
- Non-Public Textbook Loans

CLO Andrew Easton submitted the attached report for the committee to reference.

6.3. SMART

7. Nebraska Department of Education (NDE) Updates

Nebraska Department of Education Updates from:

- Dr. Shirley Vargas - NDE School Transformation Officer & Office Administrator
- Amy Rhone - NDE Office of Special Education Administrator/State Director
- Allyson DenBeste - NDE Academic Officer & Office Administrator
- Jamie Cook - NDE Literacy Officer

Amy Rhone — NDE Office of Special Education Administrator/State Director, Dr. Shirley Vargas — NDE School Transformation Officer & Office Administrator, Jamie Cook — NDE Literacy Officer, reviewed the linked ESUCC Ed Resources Committee: NDE Updates 2025-26 document.

8. Next Meeting Agenda Items

Dr. McNiff and Dr. Barrett discussed having RLCs, IPGs, and CLSD discussed by NDE staff at the November 2025 committee meeting.

9. Adjournment

The Educational Resources Committee Meeting adjourned at 1:44pm.

Minutes respectfully submitted by the ESUCC Executive Secretary to the CEO, Mindy Reed.

Coop Directors report to ESUCC Board
submitted by: Craig Peterson

1. Coop Summary

- a. Total Number of Contracts 151 (2024-2025)
- b. Total Number of Vendors 137 (2024-2025)
- c. Member Accounts enabled in ESUCC Marketplace (these are single district or agency accounts with multiple shipping addresses or buildings) – 437, down from 439 last year (due to consolidations).
 - i. Cities – 2025-2026 10 (2024-2025 9)
 - ii. Counties – 2
 - iii. Higher Ed – 8
 - iv. State Agencies – 7 (Public Health Departments)
 - v. Private Schools (disclaimer, many Private schools are listed under an ESU with the publics so this number should be higher) – 39
 - vi. Public/Private Schools listed under an ESU – 2025-2026 369 (2024-2025 371)
- d. Purchasing members – 408 (2024-2025) compared to 411 (2023-24)
- e. Food Program Participants – 160 (2025-2026) compared to 147 (2024-25)

Sales/Revenue/Savings (09/02/2025)

	2022-23	2023-24	2024-2025
Sales	\$28,863,734.69	\$26,202,146.01	\$25,233,978.98
Revenue expected/received	\$649,836	\$572,784.19	\$552,759.65/\$522,496.54
Savings	\$7,875,838.03	\$8,221,418.21	\$8,477,945.64
Total Savings %	27.29%	31.38%	33.60%

Commented [1]: Down \$968,167.02 (-3.69%) compared to 2023-24

Commented [2]: Down \$20,024.54 (-3.496%) compared to 2023-24

YTD Last Fully Reported Quarter

Q2 2024	Q2 2025	Change	% Change
\$6,795,724.38	\$5,616,197.27	-\$1,179,527.11	17.36% Decrease

By Program (2024-2025 Q3, Q4, Q1, Q2 fully reported)

AEPA – was down \$1,700,278.34

Special Buys – was down \$371,458.01

Food Vendor Sysco – was up \$1,511,428.22 2024-2025

All Programs combined – was down \$968,167.02 for the 2024-2025 school year, still top

3 Sales years in the last 9 years

ESUCC Marketplace Metrics last 30 days (10/01/2025)

- New Users 26 – up 53%
- Users’ w/ Login 222 – up 14%
- User’s w/ Order 41 – down 43%
- Orders 51 – down 52%
- Spend \$29,046.25– down 36%
- Items Replaced 2 – down 91%

- Savings Achieved with Replacements - \$165.29 down 85%
- Spend By Month (Last 12 Months)
 - October 2024 - \$14,620.01
 - November 2024 - \$30,685.86
 - December 2024 - \$15,463.87
 - January 2025 - \$27,121.41
 - February 2025 - \$414,492.75
 - March 2025 - \$1,025,672.13
 - April, 2025 - \$1,889,803.79
 - May, 2025 - \$264,441.05
 - June, 2025 - \$202,293.09
 - July, 2025 - \$101,188.79
 - August, 2025 - \$45,729.56
 - September, 2025 - \$28,860.13
- Total Sales through ESUCC Marketplace January 1 – December 31
 - 2025 - \$4,005,246.48 (9 months 10/06/2025)
 - 2024 - \$4,455,077.32
 - 2023 - \$4,678,475.72
 - 2022 - \$4,833,639.06
 - 2021 - \$4,225,591.97
 - 2020 - \$4,989,205.11
 - 2019 - \$4,470,323.01
 - 2018 - \$4,449,044.40
 - 2017 - \$3,863,795.56
 - 2016 - \$4,070,589.58
 - 2015 - \$28,155.70

2. Coop Contracts for Approval

a. Special Buy Contracts/Addendum/Extensions

- i. Approve the Special Buy Agreement with PC Parts Plus dba Chromebookparts.com.
- ii. Approve the Special Buy Agreement with Schoolai.
- iii. Approve the Special Buy Agreement with Swivl.
- iv. Approve the Amendment/Extension with Coughlan Companies dba Capstone.
- v. Approve the Amendment/Extension Scholastic Inc.
- vi. Approve Addendum to 2025-2028 Special Buy with Brisk Labs Corp.
 - This to add an “AI-Powered Educational Tools Privacy Exhibit E” to the recent agreement. This is a new Exhibit that is being added to our contract template to cover any solution utilizing “AI Powered Educational Tools”.

3. 2025-2026 Coop Goal

a. 2025-2026 Goal: Optimize Annual Buy Catalog for Member Value and Competitive Advantage

- i. To date the following tasks have been completed and our Goal has been met

- A Report of 4 Year Sales history was created and then merged with current line items in the bid to see where gaps appear, identifying items that we haven't received bids on or where we have no reported sales in 4 years.
- Goal was met on September 18 prior to the publishing of bids on October 1.
- The following number of items have been identified and:
 - a. 2,773 lines for the 2026 Annual Buy were evaluated
 - b. 360 items removed from the bid for not having any sales history in the last 4 years.
 - c. 113 items Kept Item in Catalog
 - d. 47 Recent New Item – Kept
 - e. 247 items we have Updated the specifications for the following reasons:
 - i. Item was previously listed as an ONLY, meaning we would only accept a specific Manufacturer Model number. Specification changed to an Equivalent thus opening up the possibility of another manufacturer's model number could be bid.
 - ii. Added additional equivalent manufacturers to encourage others to bid. Sometimes if a vendor sees it listed in the specification they will bid, otherwise they overlook it.
 - f. 2 items moved to another bid section to align with vendors that would bid these items

4. 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.

a. **2025 Annual Buy Timeline, Bolded items are ones you can share with your schools**

- i. Public Announcement of IFB - October 1, 2025 9:00 a.m. CST
- ii. IFB Due Date & Time - December 10, 2025 3:00 p.m. CST (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
- iii. Awards Finalized - January 8, 2026 (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
- iv. RFP Due Date & Time - January 2, 2026 3:00 p.m. CST (100 Electronics Section)
- v. Awards Finalized - January 14, 2026 (100 Electronics Section)
- vi. **Paper Buy Catalog Opens - February 2, 2026**
- vii. **Annual Buy Catalog Opens - February 19, 2026**
- viii. **Paper Buy Order Deadline Schools/Members – March 6, 2026**
- ix. Paper Orders sent to vendors - March 18, 2026
- x. First Day for 400 Paper delivery - April 13, 2026
- xi. **Annual Buy Teacher/Staff deadline – April 13, 2026**
- xii. Annual Buy orders sent to Vendors - April 30, 2026
- xiii. First Day for Annual Buy delivery - May 25, 2026
- xiv. **Delivery Deadline for 400 Paper - June 15, 2026**
- xv. **Delivery Deadline Annual Buy Items - July 24, 2026**
- xvi. Overages picked up by Vendors - October 1, 2026
- xvii. **Shareable List for Schools**

1. **Paper Buy Catalog Opens - February 2, 2026**
2. **Annual Buy Catalog Opens - February 19, 2026**
3. **Paper Buy Order Deadline Schools/Members – March 6, 2026**
4. **Annual Buy Teacher/Staff deadline – April 13, 2026**
5. **Delivery Deadline for 400 Paper - June 15, 2026**
6. **Delivery Deadline Annual Buy Items - July 24, 2026**

5. **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 31 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.

a. **IFB #026 Solicitations released on July 31 in the following categories (September 16th bids will be opened)**

- 026-A - Furniture (Rebid of current category)
- 026-B – Health and Wellness (Rebid of current category)
- 026-C – LED Lighting Supplies & Equipment (Rebid of current category)
- 026-D – Technology Catalog (Rebid of current category)

- 026-E – Student Transportation Solutions (New category)
 - 026-F – EMS Supplies & Equipment (New category)
 - 026-G – HVAC Equipment & Installation (Rebid of current category)
- b. **Winter Meeting** – Colorado Springs, CO December 1-3, 2025
- c. **Future AEPA Meetings**
- Annual Meeting Kansas City, MO April 27-29, 2026
 - Regular Meeting Louisville, KY November 10-12, 2026
- d. **2025 AEPA Sales/Revenue (Q1-Q2 January 1 to June 30, 2025)**
- The total reported AEPA sales for Quarters 1 and 2 of calendar year 2025 is \$480,990,907.19 for all 31 states compared to \$495 Million during this same period last year. This is a decrease of \$14,449,438.89 over Quarters 1 and 2 of calendar year 2024.
 - a. A total of 13 states reported increased sales year over year with 18 states reporting decreased sales.
 - b. ESUCC Sales for Q1-Q2 are \$2,493,668.72 compared to \$3,999,105.90 for the same period last year.
 - i. Revenue generated off these sales is \$48,312.64 compared to \$71,834 for the same period last year.
 - **2025 Top 5 AEPA Vendors (Q1-Q2 All States Sales)**
 - a. CDW-G \$171,684,106.11
 - b. WTI/Tremco - \$107,787,478.05
 - c. Field Turf - \$50,078,497.50
 - d. Hellas Construction - \$32,637,155.44
 - e. AstroTurf Corp. - \$18,209,743.74
 - **2025 Q1-Q2 Top 5 AEPA Vendors for ESUCC**
 - a. School Specialty \$830,403.38
 - b. Hillyard \$499,952.22
 - c. CDW-G \$304,087.02
 - d. Quill \$284,884.51
 - e. Mackin \$266,128.01
 - ESUCC has 86 signed contracts with AEPA vendors

6. Marketing

- a. 31 Campaigns have been sent/scheduled since the last meeting –Please share the list with your Superintendents and other appropriate groups.
- i. [Mackin - August 2025 - Monthly Digital Digest](#) – 36.8% open rate
 - ii. [Class Intercom - Registration for the 2025 Content Generation Workshop is now open!](#) – 40% open rate
 - iii. [Blick- 2025 August - Back to school shopping is easy with BLICK Art Materials](#) – 37.7% open rate
 - iv. [Busch Systems - Ready for School Reopening](#) – 38.4% open rate
 - v. [AEPA Hillyard- 2025 August Your Cleaning Resource](#) – 40.5% open rate
 - vi. [Demco - September - Full STEAM ahead!](#) – 42.5% open rate
 - vii. [Capstone - Back to School 25 with Brain Candy Books!](#) – 39.4% open rate
 - viii. [Midwest Technology New Products](#) – 48.6% open rate

- ix. [School Specialty - Helping Keep Your Schools Secure!](#) – 48.6% open rate
 - x. [Renaissance WEBINAR Opportunities -Beyond the Science of Reading](#) – 41.6% open rate
 - xi. [KIO - America's Leading Lighting Solution Partner](#) – 44% open rate
 - xii. [Help improve your student's health and academic success!](#) – 26% open rate
 - xiii. [Quill - Cell Phone Lockers](#) – 52% open rate
 - xiv. [Capstone - FREE 4-Week Webinar Series with Shannon McClintock Miller](#) – 35.9% open rate
 - xv. [Mackin - September 2025 - Monthly Digital Digest](#) – 39% open rate
 - xvi. [Best Plumbing - September 2025 New Items](#) – 47.3% open rate
 - xvii. [Chalmers Ford Fleet Update -Police Interceptors](#) – 46.2% open rate
 - xviii. [Busch Systems - Ready for School Reopening](#) – 40.7% open rate
 - xix. [EMY Consulting - Plan Your Future - Unlock Technology Funding with E-Rate](#) – 42.1% open rate
 - xx. [Softchoice - Software Purchasing Program](#) – 46.1% open rate
 - xxi. [Back to school shopping is easy with BLICK Art Materials - It's where creativity comes to class!](#) – 36.3% open rate
 - xxii. [AEPA - Brightly - Mitigating Risks in Higher Education with Asset & Facilities Management Software](#) – 22.6% open rate
 - xxiii. [AEPA - Brightly - Cost Recovery, Illuminated: Schools and the Hidden Expense of Community Events](#) – 42.9% open rate
 - xxiv. [AEPA Webinar Series 10/15/2025 Brightly](#) – 40.5% open rate
 - xxv. [Capstone - Achieving Early Literacy with PebbleGo](#) – 40.8% open rate
 - xxvi. [Demco - Learning without Limits](#) – Scheduled
 - xxvii. [Best Plumbing - October 2025 New Items](#) – Scheduled
 - xxviii. [SchoolsPLP – More than just Credit Recover](#) – Scheduled
 - xxix. [Quill - Elevate Your Desk Essentials](#) – Scheduled
 - xxx. [WTI Tremco - Infrared Scanning](#) – Scheduled
 - xxxi. [BluumLIVE will be in Nebraska on Nov. 6, 2025](#) - Scheduled
- b. If users have previously unsubscribed from receiving these emails, then they can re-subscribe or have other staff subscribe by visiting the following link <http://eepurl.com/gTsUCy>, 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.

7. Additional Information & Meetings

- i. **Communications with the following vendors/organizations since last board meeting:** Epson, AEPA Solicitation Opening, SIMPL/SMART Discussion ESU 10, Grackle Docs, Unanimous, bluum Technology, Brisk, Schoolai, Softchoice, Chromebook Parts

CEO Report to Board October 2025

Oct 16, 2025 Committees

Oct 17, 2025 Board

New Business																																							
<input type="checkbox"/>	Executive ▾	Technology Developer/ Integrator	5 Finalists. Interviews underway																																				
<input type="checkbox"/>	Executive ▾	PowerSchool Contractors	1099 vs. Employee																																				
<input type="checkbox"/>	Educational Resour... ▾	BITs Funding for 2025-2026	<p>Updated Amounts</p> <ul style="list-style-type: none"> • Two invoices. <ul style="list-style-type: none"> ◦ Half in January. Half in July. • Amounts are dependent on Lottery sales so are subject to change. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th>Dollars Per ESU</th> </tr> </thead> <tbody> <tr><td>ESU 1</td><td>\$53,187.20</td></tr> <tr><td>ESU 2</td><td>\$47,682.11</td></tr> <tr><td>ESU 3</td><td>\$260,746.31</td></tr> <tr><td>ESU 4</td><td>\$25,346.35</td></tr> <tr><td>ESU 5</td><td>\$24,285.48</td></tr> <tr><td>ESU 6</td><td>\$47,338.04</td></tr> <tr><td>ESU 7</td><td>\$50,405.98</td></tr> <tr><td>ESU 8</td><td>\$44,413.46</td></tr> <tr><td>ESU 9</td><td>\$38,736.34</td></tr> <tr><td>ESU 10</td><td>\$108,553.50</td></tr> <tr><td>ESU 11</td><td>\$21,704.97</td></tr> <tr><td>ESU 13</td><td>\$59,065.03</td></tr> <tr><td>ESU 15</td><td>\$16,056.51</td></tr> <tr><td>ESU 16</td><td>\$30,278.00</td></tr> <tr><td>ESU 17</td><td>\$7,225.43</td></tr> <tr><td>ESU 18</td><td>\$124,581.34</td></tr> <tr><td>ESU 19</td><td>\$144,393.93</td></tr> </tbody> </table>		Dollars Per ESU	ESU 1	\$53,187.20	ESU 2	\$47,682.11	ESU 3	\$260,746.31	ESU 4	\$25,346.35	ESU 5	\$24,285.48	ESU 6	\$47,338.04	ESU 7	\$50,405.98	ESU 8	\$44,413.46	ESU 9	\$38,736.34	ESU 10	\$108,553.50	ESU 11	\$21,704.97	ESU 13	\$59,065.03	ESU 15	\$16,056.51	ESU 16	\$30,278.00	ESU 17	\$7,225.43	ESU 18	\$124,581.34	ESU 19	\$144,393.93
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		<p>There is an additional \$3,027 distributed to the ESUs. Why?</p>	<p>\$51,467 was distributed evenly to each ESU and is to be used for coaching training.</p> <p>Breakdown of funds for Year 2, 2025-2026:</p> <ul style="list-style-type: none"> ● Phase 1 Literacy Coaches \$105,882 <input type="checkbox"/> Phase 2 Onboarding \$78,000 <input type="checkbox"/> All ESUs MOU \$16,401 <input type="checkbox"/> All ESUs additional for Coaching training \$3,027 <p>Please note, the \$51,467 for Year 3, 2026-2027 distribution is TBD.</p>
<input type="checkbox"/>	<p>Legal ▾</p>	<p>Endorsement Opportunity</p>	<p>The Council of Parent Attorneys and Advocates (COPAA) and the Council of Administrators of Special Education (CASE) invite individuals, national, state, and local organizations to join together and affirm our shared commitment to ensuring that children and youth with disabilities receive the education and support fundamental to their growth and development.</p> <p>As these types of things come up, can I proceed if the issues align with the MSA, MOU, and/or the legislative priorities?</p>
<input type="checkbox"/>	<p>Legal ▾</p>	<p>LEA Definition and options for ESUs</p>	<ul style="list-style-type: none"> ● Nebraska law currently defines LEA as a "school district" (79-101, 79-2202), and ESUs are instead classified as political subdivisions under §79-1245. ● Federal definitions are broader. Under 34 C.F.R. §300.28 and §300.12, a "Local Educational Agency" includes "educational service agencies." ● This inconsistency defaults to the state statutory definition (which ties LEAs to school districts--not ESU's). <p>Options (something like this):</p> <ul style="list-style-type: none"> ● Bill to revise 79-101, "Local education agencies include an educational service unit when determining eligibility for any state or federal grant, loan, program authorization or other assistance provided to local education agencies." ● State Board to adopt, "The State Board shall define a local education agency to include an educational service unit when determining eligibility for any state or federal grant, loan, program authorization or other assistance provided to local education agencies."

<input type="checkbox"/>	Legal ▾	ESUCC Legislative Day	February 24, 2026 from 7am-2pm. Need volunteers to plan. Three 1-hour scheduled planning Zooms: <ul style="list-style-type: none"> <input type="checkbox"/> December 8, 2025 at 10am CST <input type="checkbox"/> January 12, 2026 at 10am CST <input type="checkbox"/> February 11, 2026 at 1pm CST
<input type="checkbox"/>	Legal ▾	Student Leader Event	Nothing has been set
<input type="checkbox"/>	Select a Committee ▾		
<input type="checkbox"/>	FULL BOARD ▾	February Board Meeting Location - LPS for Feb 2026	Sign-Up Sheet for the February ESUCC Board Meeting Location - All Set until February 2028
<input type="checkbox"/>	FULL BOARD ▾	SORA Report (Standing Item)	ESU SORA usage: <ul style="list-style-type: none"> • 7.1.2025-7.31.2025 • 8.1.2025-8.31.2025 • 9.1.2025-9.30.2025
<input type="checkbox"/>	FULL BOARD ▾	Quarterly Administrator PD Series	<input type="checkbox"/> First Quarter (fall) - Intellectual Property and Technology issues (copyrights, work-for-hire doctrine, FERPA, technology contracts, etc) <input type="checkbox"/> Second Quarter (winter) - ESU Boards and Legal Issues (Open Meetings Act, public records, issues with board meetings, handling board complaints, and so forth) <input type="checkbox"/> Third Quarter (spring) - Personnel issues (evaluations, documenting concerns, FLSA exemptions, contracts, and the like) <input type="checkbox"/> Fourth Quarter (summer) - Updates in Special Education Law (what are the new "hot topics" that ESU Administrators need to know to support their districts)
<input type="checkbox"/>	FULL BOARD ▾	Literacy Coach FAQ There is an additional \$3,027 distributed to the ESUs. Why?	See Admin Q& A meeting video , 22:00 for explanation. The original appropriation was estimated at \$1,800,000. The actual amount is \$1,851,467. The additional \$51,467 was distributed evenly to each ESU and is to be used for coaching training. Breakdown of funds for Year 2, 2025-2026: <ul style="list-style-type: none"> • Phase 1 Literacy Coaches \$105,882 <input type="checkbox"/> Phase 2 Onboarding \$78,000 <input type="checkbox"/> All ESUs MOU \$16,401 <input type="checkbox"/> All ESUs additional for Coaching training \$3,027 Please note, the \$51,467 for Year 3, 2026-2027

			distribution is TBD.
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New Since Committee Meetings OR for Full Board Consideration			
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<input type="checkbox"/>			
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Old Business			
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<input type="checkbox"/>	FULL BOARD ▾	State Board meeting sign up	We are still looking for someone to “attend” the December 2025 State Board of Education Meeting .
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3017. Internal Controls

The ESUCC will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the ESUCC receives federal awards, grants, or other funds, the ESUCC will:

- 1) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the ESUCC manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The ESUCC will endeavor to develop and align these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- 2) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- 3) Evaluate and monitor the ESUCC's compliance with statutes, regulations and the terms and conditions of federal award;
- 4) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- 5) Take reasonable cybersecurity and other measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the ESUCC considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Management requirements: The ESUCC will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the ESUCC disposes of such equipment. The ESUCC will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a control system to ensure safeguards for preventing property loss, damage, or theft;
- 4) Implement adequate maintenance procedures for the equipment; and
- 5) Implement sales and disposition procedures for the equipment to ensure the highest possible return.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of in accordance with the Board's Sale and Disposal of Property Policy.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value in excess of \$10,000 (per unit), may only be sold or otherwise disposed of in accordance with the provisions of 2 C.F.R. § 200.313(e)(2)-(3).

Procurement: The ESUCC will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for simplified acquisition thresholds (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids (over \$250,000);
- 4) A procedure for competitive proposals (with an explanation for why sealed bids were not accepted if over \$250,000); and
- 5) A procedure for noncompetitive bids.

Contract Terms: All contracts funded (in whole or in part) by federal funds and/or federal awards must contain the following terms or, via this Policy, the following terms are required and incorporated into any such contracts:

- 1) An assurance that minority business enterprises and labor surplus area firms are used, when possible;
- 2) An Anti-Lobbying clause for all contracts, including an Anti-Lobbying Certification, for contracts exceeding \$100,000;
- 3) A Suspension and Debarment clause;
- 4) A provision for termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement;
- 5) A clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and a provision for sanctions and penalties;
- 6) For contracts in excess of \$150,000, a clause addressing the Clean Air Act and the Federal Water Pollution Control Act;
- 7) A provision maintaining contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;
- 8) A provision addressing the ESUCC's conflict of interest policies; and
- 9) A requirement that the contractor maintains records related to the contracted work.

Federal Interest Reporting: The ESUCC will follow the required federal interest reporting and recording requirements, if applicable, for any real property or improvement interest financed, in whole or in part, with federal funds.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient, or as otherwise specified by the federal award or federal law.

For all other records, the ESUCC will retain such records for the length of time as required by law.

Suspension and Debarment: The ESUCC will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the ESUCC will either: (1) verify that a vendor has not been debarred, suspended or otherwise excluded via SAM.gov, (2) collect a verification from that vendor; or (3) add a clause to the contract with the vendor. The ESUCC will maintain a copy of said verification or documentation.

Financial Management: The ESUCC will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the ESUCC to prepare reports required by general and program-specific terms and conditions and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Maintaining records and documentation that sufficiently identify the amount, source, and expenditure of funds for federally funded activities;
- 4) Ensuring effective controls over accountability and safeguards for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Program Income: The ESUCC will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of

the ESUCC's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the ESUCC's records;
- 2) Are not included as contributions for any other federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
- 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the ESUCC, as applied consistently to both federal and non-federal activities.

If the ESUCC intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the ESUCC;
- 3) Reasonably reflect the total activity for which the employee is compensated by the ESUCC, not exceeding 100% of compensated activities;
- 4) Encompass both federally assisted, and all other activities compensated by the ESUCC on an integrated basis, but may include the use of subsidiary records as defined in the ESUCC's written procedures;
- 5) Comply with the established accounting policies and practices of the ESUCC; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) federal award; a federal award and non-federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Any leave and/or fringe benefits charged to a federal award must satisfy all criteria set forth in 2 C.F.R. § 200.431(b) and/or (c).

Budget estimates will generally not be used to support charges to federal awards but may be used for interim accounting purposes.

Federal Funds for Construction Projects: If the ESUCC is granted the authority to use federal funds for a construction project, the ESUCC will follow the Davis-Bacon and Related Acts, including the payment of “prevailing wages” to those who work on the job site, as well as the contractor bonding requirements.

Capitalization and Depreciation: The ESUCC will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, ESUCC staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and ESUCC personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- 1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- 2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$10,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- 3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
- 4) Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
- 5) When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the federal awarding agency.
- 6) If the ESUCC is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.
- 7) Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Conflict of Interest: No ESUCC employee, agent, or Board Member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by or with federal funds. A “conflict of interest” includes, but is not limited to, a financial or other interest in or a tangible personal benefit from federal funds that would directly or indirectly benefit either (1) the employee, agent, or board member; (2) any member of their immediate family; or their spouse or partner, or (3) an organization that employs or is about to employ those individuals. ESUCC employees, agents, and Board Members may only accept

gratuities, favors, or anything of monetary value from federally funded contractors in accordance with the ESUCC’s Conflict of Interest Policy. Any ESUCC employee, agent, or Board Member who knowingly violates these terms may be subject to discipline, up to and including termination of employment and/or referral for possible criminal prosecution.

Unexpected or Extraordinary Circumstances: For all federal awards, if the ESUCC does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the ESUCC may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the ESUCC in order to meet a matching requirement. The ESUCC will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Travel Costs: Travel costs (including transportation, lodging, subsistence, and related items) incurred by an employee who travels on official business for a federal award may only be charged to the federal award on an actual cost basis, a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The ESUCC will ensure that the method used will be consistent with the method normally allowed in similar circumstances in the ESUCC’s other travel and Board Policies. Any travel costs charged directly to a federal award must be documented to justify that (1) the individual’s participation is necessary for the federal award and (2) the costs are reasonable and consistent with the ESUCC’s travel costs and expectations. All travel costs must be reasonable and not in excess of what the ESUCC typically allows for other travel. All reasonable rates and amounts will be consistent with the rates and amounts established under 5 U.S.C. 5701-11.

<p>Legal References:</p>	<p>2 CFR § 200, et seq; 2 CFR § 200.34 & 34 C.F.R. § 81.31; 2 CFR §§ 200.112 & 200.318; 2 CFR § 200.213; 2 CFR § 200.302; 2 CFR § 200.303; 2 CFR § 200.306; 2 CFR § 200.307; 2 CFR §§ 200.310-200.313; 2 CFR §§ 200.313; 2 CFR §§ 200.317 through 200.326; 2 CFR § 200.318(b); 2 CFR § 200.318(c)(1); 2 CFR § 200.318(i); 2 CFR § 200.319(d); 2 CFR § 200.321; 2 CFR § 200.324(a); 2 CFR § 200.324(b); 2 CFR § 200.326; 2 CFR § 200.333; 2 CFR §§ 200.430 & 200.431; 40 U.S.C. § 3141, et seq; 2 CFR §§200.436 & 200.439; 2 CFR § 200.475; 2 CFR § 200, Appendix II(I); 2 CFR § 200, Appendix II(H); 2 CFR § 200, Appendix II(B); 2 CFR § 200, Appendix II(A); 2 CFR § 200, Appendix II(G)</p>
<p>Date of Adoption:</p>	

3018. Services

A. Services Coordination

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

- a. Preparation of strategic plans to assure the cost-efficient and equitable delivery of services across the state;
- b. Administration of statewide initiatives and provision of statewide services; and
- c. Coordination of distance education.

B. Use of Funds from Other Sources

The Board may receive, for the purpose for which made available, any school district, county, state, or federal funds made available to it, or funds or property received from any other source. The Board may utilize such personnel or services that may lawfully be offered by any state or federal agency or governmental unit.

It is the policy of the ESUCC to comply with the conditions of state and federal grant programs in which the ESUCC participates.

- a. Authority to Sign Applications. The CEO is authorized to sign applications for grant funds, on behalf of the ESUCC and may delegate such authority to other ESUCC personnel at the discretion of the CEO. The CEO shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board.
- b. Supplement not Supplant. Federal funds shall be used to supplement, not supplant, the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law.
- c. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources.
- d. Resources. The procurement of resources related to grant programs, including contracts and purchase or service agreements for such programs, shall be in accordance with the ESUCC's written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed of.
- e. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
- f. Other Requirements. The CEO shall take or cause other staff to take such action as required by law for the ESUCC to maintain compliance with grant programs in which the ESUCC participates.

Legal References:	§79-1246 § 79-1224; ESSA
Date of Adoption:	

3019. Fiscal Year

The fiscal year for ESUCC will be from September 1 through August 31.

Legal Reference:	§ 13-503
Date of Adoption:	

3020. Improvement and Evaluation

The ESUCC may develop and implement a continuous improvement process to promote quality services, equity, and accountability. This improvement process will include, but is not limited to, the following activities within each five-year period: review and update of a mission and vision statement; on-going collection and analysis of aggregate data about programs, demographics, and stakeholder satisfaction; identification of annual improvement goals based on such data; development and implementation of a plan that includes procedures, strategies, or actions to achieve goals; and annual evaluation of progress toward improvement goals.

This continuous improvement process will include an on-site visitation by an external team to review the process. The external team visits shall be conducted at least once each five years.

Legal Reference:	NDE Rule 84.006
Date of Adoption:	

3021. System of Accounting

Uniform accounting methods shall be used for all ESUCC funds so as to conform to best business practice and existing guides from the Nebraska Department of Education. Monthly financial statements of the general fund accounts will be made available at each regular board meeting.

The Administrator shall be responsible for the proper use of the budget. The Administrator shall establish and operate budget controls for all departments and shall ensure administration of the budget such that funds are expended for the purposes appropriated and in conformity with legal requirements as well as the policies and actions of the Board.

Legal Reference:	
Date of Adoption:	

3022. Borrowing

The ESUCC may borrow money in amounts not to exceed the limits established by law and may execute and deliver in evidence thereof its promissory notes which it is hereby authorized and empowered to make and negotiate, bearing a rate of interest set by the ESUCC Board and maturing not more than two fiscal years from the date thereof. Such notes, before they are negotiated, shall be presented to the ESUCC Treasurer and registered with the ESUCC's records by the Treasurer. Such notes shall be payable out of the funds collected by the ESUCC in the order of their registry after the payment of prior registered warrants but prior to the payment of any warrant subsequently registered, except that if both warrants and notes are registered, the total of such registered notes and warrants shall not exceed one hundred percent of the unexpended balance of the total anticipated receipts of the general fund of the ESUCC for the current fiscal year and the following fiscal year. For the purpose of making such calculation, such total anticipated receipts shall not include any anticipated receipts against which the ESUCC has borrowed and issued notes pursuant to this section in either the current or the immediately preceding fiscal year.

In addition, the ESUCC may accept interest-free or low-interest loans from the state or federal government and may execute and deliver in evidence thereof its promissory notes maturing not more than twenty years from the date of execution.

Further, the ESUCC may enter into loan agreements for the purpose of borrowing money from financial institutions, including banks, in amounts not to exceed the limits established by law. As evidence of such borrowing, the ESUCC may execute and deliver one or more written loan agreements but shall not be required to execute and deliver separate promissory notes for each borrowing under such agreements. Money borrowed pursuant to such agreements shall bear interest at such rate or rates and shall become due and be repaid as provided in such agreements. Any such agreement shall provide for repayment in full at least once each fiscal year and shall be for a term not exceeding one fiscal year. Any such agreement shall be registered upon books kept by the ESUCC Treasurer, and money borrowed pursuant to such agreement shall be paid out of funds collected upon the current existing levy prior to the payment of any warrant or note registered subsequent to any such loan agreement. If the ESUCC has any such loan agreement or agreements outstanding and has warrants or notes registered, the total amount shall not exceed the limits established by law.

All such borrowings shall require approval of the ESUCC Board.

Legal Reference:	§ 79-1244
Date of Adoption:	

3023. Depositories of Funds

The Board may from time to time designate the depository banks or other institutions or investments in which the Treasurer and officials of the ESUCC are authorized to deposit or

invest funds of the ESUCC. The Treasurer and the Administrator or designee may use non-designated banks or institutions for deposit or investment when it is determined that such is required by financial exigencies or the sound protection of ESUCC funds; provided a report of such is made at the next following regular meeting of the Board.

The Treasurer and the Administrator or designee shall be responsible for ensuring that deposits in excess of the limits of the Federal Deposit Insurance Guaranty are secured by securities, bonds, or other means as required by law.

Legal Reference:	
Date of Adoption:	

3024. Gifts

1. Gifts to the ESUCC. The Board welcomes monetary and material contributions or other types of citizen contributions to the ESUCC. Material contributions may be rejected where not suitable to efficient use by the ESUCC. All donations become the property of the ESUCC and will be used in the interests of the ESUCC.
2. Gifts to Employees. Students and patrons shall not to be encouraged or coerced to give personal gifts to ESUCC employees in their position as employees. In the event an employee receives such a gift with a monetary value in excess of \$50, the employee is to inform the Administrator, who is then authorized to require that the employee disburse the gift to the ESUCC or equitably among other ESUCC staff serving the person making the gift.
3. Gifts by ESUCC Employees. ESUCC employees are not to give gifts to students who they serve in their employment. Exceptions are allowed for a homebound or seriously ill child, and in other cases where administrative approval is given.

Legal Reference:	
Date of Adoption:	

3025. Distribution of Materials

Distribution of printed or other material on ESUCC property is prohibited if such distribution:

1. Interferes or reasonably can be forecast to interfere with the ESUCC's operations;
2. Involves offensive material (obscene, profane, abusive, advocates or promotes violence or action contrary to the mission of the ESU); or
3. Is primarily commercial or business advertisement or solicits funds.

Distribution of materials inside ESUCC buildings must have prior authorization from the Administrator or designee.

Legal Reference:	
Date of Adoption:	

3026. Bulletin Boards and Web Page

ESUCC bulletin boards and electronic media (web page) and other communication devices are maintained for the purposes of conveying information about ESUCC activities and programs and for educational purposes related to such activities and programs. The ESUCC's communication devices are designated as non-public forums, meaning that the devices are not open for public use.

Information posted or displayed on the ESUCC's communication devices may not include political advertising, communications promoting particular religious beliefs, controversial topics or positions not consistent with the mission of the ESU, or communications that promote activities not suitable for school-age children.

Any website links on the ESUCC web page that are permitted to be posted shall not be considered to be endorsed or sponsored by the ESUCC. The ESUCC makes no representations or warranties of any kind with regard any such links.

Legal Reference:	
Date of Adoption:	

3027. Internet Safety Policy

It is the policy of the ESUCC to comply with the Children’s Internet Protection Act (CIPA) and Children’s Online Privacy Protection Act (COPPA). With respect to the ESUCC's computer network, the ESUCC shall: (a) protect against user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including so-called “hacking,” and other unlawful activities online; (d) protect against unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. “Inappropriate material” for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2)

depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

2. Access to Inappropriate Material. To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the ESUCC's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
4. Supervision and Monitoring. It shall be the responsibility of all members of the ESUCC staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Administrator and the Administrator’s designees.
5. Parental Consent. The ESUCC shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
6. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

Legal Reference:	47 USC § 254 (Children’s Internet Protection Act)
Date of Adoption:	

3028. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the ESUCC's Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the ESUCC or made available by the ESUCC. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the ESUCC technology resources is a privilege and not a right. The Administrator or designee shall develop appropriate user agreements and shall require employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Administrator determines appropriate. Parents and guardians of students in programs operated by the ESUCC shall inform the Administrator or designee in writing if they do not want their child to have access.

The Administrator and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The ESUCC reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the ESUCC's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the ESUCC that makes such use permissible under law.

Occasional use that the Administrator or designee determines to ultimately facilitate the mission of the ESUCC is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the ESU: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a

member where the membership in the community group facilitates the ESUCC's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for personal use; or sending an e-mail related to one's own private consulting business.

- c. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,
 - 1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
 - 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 - 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
 - 6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
 - 7. Users shall not engage in any form of vandalism of the technology resources.
 - 8. Users shall follow the generally accepted rules of network etiquette. The Administrator or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any ESUCC policy, any school rules to which a

student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:

1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
 2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the ESUCC is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
 4. to engage in or promote violations of student conduct rules.
 5. to engage in illegal activity, such as gambling.
 6. in a manner contrary to copyright laws.
 7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The ESUCC does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The ESUCC is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the ESUCC may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed ESUCC training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the ESUCC's computers or Internet system. All technology equipment shall be used under the supervision of the Administrator and the Administrator's designees.

8. Sanctions. Violation of the policies and procedures concerning the use of the ESUCC technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

9. Participation and Collaboration with External Resources. The ESUCC may participate in and collaborate with external resources, including the Open Educational Resources, to improve the ESUCC's operations, so long as such participation and collaboration complies with all applicable copyright and intellectual property right laws. Participation and collaboration shall be subject to the approval of the Administrator. Any employee who creates, generates or otherwise authors a work on an external resource platform shall do so under the "work for hire" doctrine. Materials from an external resource may be shared or borrowed, so long as the employee complies with all attribution and copyright rules and policies.

Legal Reference:	47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions) § 49-14,101.01 (Political Accountability and Disclosure Act) Children's Online Privacy Protection Act, 15 U.S.C. § 6501 U.S. Copyright Act, 17 U.S.C. § 1, et seq
Date of Adoption:	

3029. Recording of Others

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted or (2) the Administrator or Administrator's designee. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to ESU-sponsored athletic or activity events where the focus of the recording or transmission is on

the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

Legal Reference:	
Date of Adoption:	

3030. Records Management and Disposition

1. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State’s schedules for retention and disposition of public records.
2. Records Officer. The Administrator is hereby designated as the records officer of the ESUCC for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
3. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of ESUCC business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. ESUCC’s electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:
 - a. *End-User Management*. End-user means anyone who creates or receives electronic messages on the ESUCC's electronic system. Electronic messages are to be managed at the end-user’s desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
 - b. *Categories for Retention*. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
 - i. *Transitory messages*. Transitory messages include copies posted to several persons and casual and routine communications similar to

telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded “junk” mail; “personal” mail for employees not related to ESUCC business; unsolicited sectarian, religious, partisan, political or commercial messages, or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees sending or receiving such communications may delete them immediately without obtaining approval.

- ii. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
 - iii. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.
- c. *Electronic Storage Limitations.* ESUCC’s computer systems have storage limitations. E-mails are deleted by the computer system within five (5) days to avoid operational problems. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.
- d. *Proper Use of Electronic Messages.*
- i. *Non-Discrimination.* Electronic messaging is not permitted to be used to promote discrimination on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age,

marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.

- ii. *Permissible Use.* Electronic messaging is to be used only for purposes that are consistent with the mission of ESUCC. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted to be used for personal financial gain or for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a purpose consistent with the mission of ESUCC or facilitates ESUCC business.
 - iii. *Conduct.* Employees shall not read electronic messages received by another employee when there is no work-related purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.
 - iv. *Other Regulations.* Electronic messaging is subject to all requirements of ESUCC's computer use policies and may be monitored and accessed at any time without prior notice. ESUCC has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, administrative guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.
4. Electronic Records. All books, papers, documents, reports, and records kept by the ESUCC may be retained as electronic records. Minutes of the meetings of the Board may be kept as an electronic record.
 5. Litigation Holds. When litigation against ESUCC or its employees is filed or threatened, ESUCC will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as ESUCC is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted. E-mail and computer accounts of separated employees that have been placed on a litigation hold will be maintained by the records officer until the hold is released.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary action, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

6. Settlement Agreements

A public written or electronic record of all settled claims shall be maintained.

The record for all such claims settled in the amount of fifty thousand dollars or more (or one percent of the total annual budget of the ESU, whichever is less) shall include a written executed settlement agreement. The settlement agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of the financial compensation, if any, paid by or to the ESUCC or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the School Board for informational purposes or for approval if required.

Any such settled claim or settlement agreement shall be a public record. Nonetheless, specific portions of the record may be withheld from the public to the extent permitted or provided by statute.

The foregoing does not apply to claims made in connection with insured or self-insured health insurance contracts.

Legal Reference:	§§ 84-712 to 84-712.09; §§ 84-1201 to 84-1227 Laws 2010, LB 742 State Records Administrator Guidelines:
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	Schedule 24: Local Agencies General Records (March 2005) Electronic Imaging Guidelines (March 2003)
Date of Adoption:	

3031. Communications to the Board

The ESUCC Board recognizes the necessity for open communication with member school districts, students, parents, employees and patrons but is also aware that a procedure for processing concerns and complaints is imperative to efficient operations of the ESUCC. It is the intent of the Board that concerns and complaints be resolved at the lowest possible level.

1. Complaints Made to Individual Board Members. Members of the Board have no authority or power to act on behalf of the Board or the ESUCC except when acting as a member of the entire Board at a duly called board meeting or when acting with express, specific authority granted by the Board or by law. The Board and the ESUCC shall not be bound in any way by the action or statement on the part of any individual Board member or committee, except when such statement or action is taken or made in conformance with express, specific authority granted by the Board or by law.

Should any member of the Board be approached with a concern or complaint, the member should:

- a. Listen attentively to the concerns but not take any inflexible position.
 - b. Instruct the individual about the ESUCC's process for resolving concerns and complaints and direct the individual to the appropriate complaint or grievance procedure or to the Administrator for information concerning such procedures. If the concern or complaint involves an employee, the individual should be informed to discuss the matter with the employee first.
 - c. Inform the Administrator of the concern.
2. Complaints Made to the Board. Concerns or complaints may be made to the Board at a duly called Board meeting at such time as the agenda provides for public participation or comment.

In the event the complaint involves a personnel matter relating to an employee of the ESU, the individual raising the complaint shall be directed to first exhaust the appropriate complaint or grievance procedure. The Board shall not respond or take action on such a complaint until such complaint or grievance procedure has been exhausted, unless it is determined by the Board, under the circumstances, that an immediate response or action is required.

Individuals raising concerns or complaints involving non-personnel matters which may be the subject of a complaint or grievance procedure may also be directed to first use such complaint or grievance procedure.

Legal Reference:	
Date of Adoption:	

3032. Complaints or Concerns of Employees

Employees are to inform the ESUCC of any complaints or concerns about the operations of the ESUCC using the established chain of command (immediate supervisor, next higher level supervisor, etc.) on all matters that require administrative attention; that is, on all matters or issues that their job responsibilities require them to report to a supervisor.

It is important to the efficient and successful operation of the ESUCC and a duty of all ESUCC employees to share any such complaints or concerns in a responsible, professional manner such as to: (1) not disrupt the proper functioning of their office, department, or position, (2) not undermine the authority of their co-workers, supervisors, or superiors, (3) maintain close working relationships with their co-workers, supervisors, and superiors, and (4) ensure that all applicable laws and regulations are followed. All employee official communications must be accurate, demonstrate sound judgment, and promote the ESUCC's mission. Employees must ensure that all applicable laws and regulations are followed by the ESUCC and its employees. In the event an employee becomes aware of any such non-compliance, the employee is to report such to the employee's immediate supervisor (or the next higher level, if the supervisor is responsible for the problem) and maintain the confidentiality of the report so that the problem can be appropriately corrected in the best interests of the ESUCC.

Employees are to use the appropriate complaint or grievance mechanism for matters involving discrimination or harassment or other established mechanism specific to the nature of the complaint or concern.

The ESUCC will not tolerate unlawful retaliation against an employee for engaging in legally protected activity. A protected activity includes an employee's act of opposing an unlawful practice prohibited by employment discrimination or other laws that protect the conduct in question. Any act of unlawful retaliation by a supervisor or other employee may result in serious disciplinary action up to and including termination. Any employee may file a complaint with the Administrator or appropriate Coordinator if the employee feels that they have experienced unlawful retaliation in any form.

Legal Reference:	
Date of Adoption:	

3033. Comments and Complaints of Patrons

Patrons may file comments/complaints with the Chief Executive Officer. Forms are available in the office of each building. These forms are intended to help resolve issues, arbitrate disputes, facilitate understanding, recognize achievements, and commend success.

Forms that have been properly filed with the Chief Executive Officer which directly involve a staff member shall be forwarded to the staff member's immediate supervisor for analysis, discussion, and resolution. The forms shall be retained in a separate confidential file in the office of the staff member's immediate supervisor for a period of three years. At the end of the three year period they may be discarded. Comment forms shall not be placed in the staff member's personnel files unless deemed appropriate by the Chief Executive Officer or immediate supervisor.

Legal Reference:	§ 79-533 (parental involvement) 20 U.S.C. § 1232h (surveys)
Date of Adoption:	



ESUCC

Legal Committee Meeting

Thursday, October 16, 2025, 2:00 PM

Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 2:00 PM.

Dr. Bill Heimann (ESU 01): Present

Dr. Dan Schnoes (ESU 03): Present

Drew Harris (ESU 09): Present

Dr. Melissa Wheelock (ESU 10): Present

John Poppert (ESU 11): Present

Phillip Picquet (ESU 15): Absent

Dr. Takako Olson (ESU 18): Absent

Attendance Update Taken at 2:03 PM.

Dr. Takako Olson (ESU 18): Present

1. Call to Order

This is a committee of the Educational Service Unit Coordinating Council. The chairperson or designee will call the committee meeting to order. Per Policy 1008, "Committees shall not have legislative or administrative functions, except as specifically authorized by the Board. All matters except those of routine or emergency nature may be referred to a committee before action by the Board...Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, as directed by the Board." No formal action will be taken in committee meetings, although recommendations for such action may be made by the committee to the Board.

The Legal Committee Meeting was called to order at 2:00pm.

1.1. Roll Call

Phillip Picquet, ESU 15 Administrator, will be absent.

2. Legislative Updates

CEO Polk and Bromms will update the board on any legislative related issues in the upcoming session.

Jason and Curt Bromm from Bromm and Associates joined to provide a legislative update to the committee.

3. Cooperative Purchasing (Coop) Report

Recommended Motion: Recommend to the ESUCC Board to approve the Special Buy Agreements with PC Parts Plus dba Chromebookparts.com, Schoolai, and Swivl, as presented.

Recommended Motion: Recommend to the ESUCC Board to approve the Amendment to the 2025-2028 Special Buy with Brisk Lab Corp, as presented.

Recommended Motion: Recommend to the ESUCC Board to approve the Amendment/Extensions with Coughlan Companies LLC dba Capstone and Scholastic Inc., as presented.

Cooperative Purchasing Director Craig Peterson notified the committee that the Swivl and Scholastic contracts are not fully complete, and they will be reviewed by legal before moving forward.

Recommend to the ESUCC Board to approve the Special Buy Agreements with PC Parts Plus dba Chromebookparts.com, Schoolai, and Swivl, as presented Passed with a motion by Schnoes, Dan (ESU 03) and a second by Poppert, John (ESU 11).

Dr. Bill Heimann (ESU 01): Yea
Dr. Dan Schnoes (ESU 03): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Dr. Takako Olson (ESU 18): Abstain (With Conflict)

Yea: 5, Nay: 0, Abstain (With Conflict): 1

Recommend to the ESUCC Board to approve the Amendment to the 2025-2028 Special Buy with Brisk Lab Corp, as presented Passed with a motion by Wheelock, Melissa (ESU 10) and a second by Heimann, Bill (ESU 01).

Dr. Bill Heimann (ESU 01): Yea
Dr. Dan Schnoes (ESU 03): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Dr. Takako Olson (ESU 18): Yea

Yea: 6, Nay: 0

Recommend to the ESUCC Board to approve the Amendment/Extensions with Coughlan Companies LLC dba Capstone and Scholastic Inc., as presented Passed with a motion by Poppert, John (ESU 11) and a second by Schnoes, Dan (ESU 03).

Dr. Bill Heimann (ESU 01): Yea
Dr. Dan Schnoes (ESU 03): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Dr. Takako Olson (ESU 18): Yea

Yea: 6, Nay: 0

3.1. Peterson Report

Cooperative Purchasing Director Craig Peterson reviewed the attached 2025-10 Coop Peterson Report.

4. Policy 3017. Internal Controls

Policy 3017. Internal Controls - This will be a new policy in the ESUCC Policy Manual. The Internal Controls policy covers the acquisition and spending requirements in the Code of Federal Regulations.

Recommended Motion: Recommend to the ESUCC Board to approve Policy 3017. Internal Controls as presented.

Recommend to the ESUCC Board to approve Policy 3017. Internal Controls as presented Passed with a motion by Schnoes, Dan (ESU 03) and a second by Heimann, Bill (ESU 01).

Dr. Bill Heimann (ESU 01): Yea
Dr. Dan Schnoes (ESU 03): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Dr. Takako Olson (ESU 18): Yea

Yea: 6, Nay: 0

5. Policies 3018-3033

Policies 3018. Services, 3019. Fiscal Year, 3020. Improvement and Evaluation, 3021. System of Accounting, 3022. Borrowing, 3023. Depositories of Funds, 3024. Gifts, 3025. Distribution of Materials, 3026. Bulletin Boards and Web Page, 3027. Internet Safety Policy, 3028. Computer Acceptable Use Policy, 3029. Recording of Others, 3030. Records Management and Disposition, 3031. Communications to the Board, 3032. Complaints or Concerns of Employees, and 3033. Comments and Complaints of Patrons - These will be new policies in the ESUCC Policy Manual. Per Perry Law Firm, this policy update is required for entities who are subject to a federal desk review audit.

Recommended Motion: Recommend to the ESUCC Board to approve Policies 3018-3033 as presented.

Recommend to the ESUCC Board to approve Policies 3018-3033 as presented Passed with a motion by Harris, Drew (ESU 09) and a second by Poppert, John (ESU 11).

Dr. Bill Heimann (ESU 01): Yea

Dr. Dan Schnoes (ESU 03): Yea

Drew Harris (ESU 09): Yea

Dr. Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea

Dr. Takako Olson (ESU 18): Yea

Yea: 6, Nay: 0

6. Chief Executive Officer (CEO) Report

- CEO Report to the Board - October 2025

ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board October 2025.

7. Next Meetings Agenda Items

8. Adjournment

The Legal Committee Meeting adjourned at 3:00pm.

Minutes respectfully submitted by the ESUCC Executive Secretary to the CEO, Mindy Reed.



A. Job Title: Level 3 Software Developer / Integrator

B. Division: Technology

C. Education Level and Certification: Minimum Requirements:

Computer Science and/or Management Information Systems degree - Preferred

2 Year Experience in K-12 Educational Environment - Preferred

Background in collaborative software development - Required

D. Reports To: ESUCC CEO or CEO Designee

E. Performance Responsibilities and Job Tasks:

1. The primary responsibility of the Level 3 Software Developer / Integrator is to develop and maintain software and other activities related to instructional and information technology under the general direction of the ESUCC Chief Information Officer. Programs and activities include use of technology to improve staff productivity and student learning; use of technology to maintain data and meet reporting requirements; data integration, import and export with other related software systems used by Nebraska ESUs, school districts and the Nebraska Department of Education; repair and use of ESUCC electronic equipment, software, computers and peripherals; staff training to optimize technology use; trouble shoot and resolve project technology tickets, maintain ESUCC technology infrastructure.
2. Work professionally, positively and cooperatively with the ESUCC software development team.
3. Develop and maintain software projects using PHP, Laminas Framework, C# .NET, Python, and associated libraries and toolsets.
4. Accept and meet input and specifications provided by user communities, advisory teams and ESUCC leadership.
5. Test software to identify and correct defects / bugs.
6. Document and track software changes using Jira, git and related tools as determined by the ESUCC CIO.
7. Follow all network security measures to protect data, software, and hardware.
8. Resolve escalated help tickets.
9. Provide Help desk overflow support during times of high need.
10. Maintain and administer computer networks and related computing environments including computer hardware, systems software, applications software, and all configurations. The ESUCC uses VMWare, Linux, Windows server, and docker.
11. Perform and monitor data backups and disaster recovery operations.
12. Diagnose, troubleshoot, and resolve hardware, software, or other network and system problems, and replace defective components when necessary.
13. Configure, monitor, and maintain email and virus protection software.
14. Operate master consoles to monitor the performance of computer systems and networks, and to coordinate computer network access and use.



15. Design, configure, and test computer hardware, networking software and operating system software.
16. Monitor network, server and software performance to determine whether adjustments need to be made, and to determine where changes will need to be made in the future.
17. Confer with users about how to solve existing system problems.
18. Research new technologies by attending seminars, reading trade articles, or taking classes, and implement or recommend the implementation of new technologies.
19. Provide professional development activities to promote effective use of available instructional/administrative technology resources.
20. Assist professional staff in integrating the use of computers and related technologies into business operations.
21. Assist staff experiencing difficulty with use of technology or having special needs related to technology.
22. Participate in meetings with administrative and teacher teams concerning technology.
23. Perform other tasks or duties as assigned by the CEO or CEO's designee.
24. Serve as a positive member of the community in a way that does not negatively affect the ESUCC's reputation or image in the community.
25. Refrain from engaging in conduct that interferes with the operations of the ESUCC, including the education of students.
26. Develop and maintain a positive and professional working relationship with other staff and supervisors.
27. Adhere to all ESUCC policies, rules, regulations, and supervisory directives.
28. Maintain confidentiality of information concerning staff, students, and parents in accordance with law and ESU rules.
29. Adhere to the staff handbook of the ESUCC.

F. FLSA Exempt Status: Exempt

G. Essential Functions: The essential functions of this position include:

1. Regular, dependable in-person attendance on the job;
2. The ability to perform the identified tasks and performance responsibilities which require effective teaching and communication skills; and
3. The ability to perform the following identified physical requirements.

H. At-Will Position: This position is an "at-will" position and may be terminated, with or without cause, at any time in the sole discretion of the CEO or CEO's designee.



Physical Requirements Secretary					
1. NE = Non-Essential - Item is not a requirement of the Job	NE	NE	E	E	E
2. NE = Non-Essential - Occasional - Up to 33% of the time					
3. E = Occasional/Essential - Up to 33% of the time, absolutely essential to the job.	1	2	3	4	5
4. E = Frequent - Between 34% - 66%					
5. E = Continuous - Over 66% of the time.					
Stamina					
1. Sitting				X	
2. Walking				X	
3. Standing		X			
4. Sprinting/Running	X				
Flexibility					
5. Bending or twisting at the neck more than the average person			X		
6. Bending or twisting at the trunk more than the average person		X			
7. Squatting/Stooping/Kneeling		X			
8. Reaching above the head		X			
9. Reaching forward			X		
10. Repeating the same hand, arm or finger motion many times (For example: typing, data entry, etc.)				X	
Activities					
11. Climbing (on ladders, into large trucks/vehicles, etc.)		X			
12. Hand/grip strength		X			
13. Driving on the job		X			
14. Typing non-stop				X	
Use of Arms and Hands					
15. Manual dexterity (using a wrench or screwing a lid on a jar)		X			
16. Finger dexterity (typing or putting a nut on a bolt)				X	
Lifting Requirements					
17. Lifting up to 10 pounds (Mark all that apply)					
Floor to waist			X		
Waist to shoulder			X		
Shoulder to overhead		X			
18. Lifting 11 to 25 pounds (Mark all that apply)					
Floor to waist			X		
Waist to shoulder		X			
Shoulder to overhead	X				
19. Lifting 26 to 50 pounds (Mark all that apply)					
Floor to waist		X			
Waist to shoulder		X			
Shoulder to overhead	X				
20. Lifting 51 to 75 pounds (Mark all that apply)					
Floor to waist	X				
Waist to shoulder	X				
Shoulder to overhead	X				
21. Lifting 76 plus pounds (Mark all that apply)					
Floor to waist	X				
Waist to shoulder	X				



Shoulder to overhead	X				
22. Can load/items weighing over 50 pounds that are lifted or carried be shared, or reduced into smaller loads?	X				
Pushing/Pulling					
23. 25 to 50 pounds			X		
24. 51 to 75 pounds		X			
25. 76 to 90 pounds	X				
26. Over 90 pounds	X				
Carrying					
27. 10 to 25 pounds		X			
28. 26 to 50 pounds		X			
29. 51 to 75 pounds	X				
30. 76 to 90 pounds	X				
31. Over 90 pounds	X				

It is the policy of Educational Service Unit No. 17 and Educational Service Coordinating Council to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its educational programs, admission policies, employment policies or other administered programs. Persons requiring accommodations to apply and/or be considered for positions are asked to make their request to the Administrator or CEO.

Signature

Date

CEO Report to Board October 2025

Oct 16, 2025 Committees

Oct 17, 2025 Board

New Business																																							
<input type="checkbox"/>	Executive ▾	Technology Developer/ Integrator	5 Finalists. Interviews underway																																				
<input type="checkbox"/>	Executive ▾	PowerSchool Contractors	1099 vs. Employee																																				
<input type="checkbox"/>	Educational Resour... ▾	BITs Funding for 2025-2026	<p>Updated Amounts</p> <ul style="list-style-type: none"> • Two invoices. <ul style="list-style-type: none"> ◦ Half in January. Half in July. • Amounts are dependent on Lottery sales so are subject to change. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th>Dollars Per ESU</th> </tr> </thead> <tbody> <tr><td>ESU 1</td><td>\$53,187.20</td></tr> <tr><td>ESU 2</td><td>\$47,682.11</td></tr> <tr><td>ESU 3</td><td>\$260,746.31</td></tr> <tr><td>ESU 4</td><td>\$25,346.35</td></tr> <tr><td>ESU 5</td><td>\$24,285.48</td></tr> <tr><td>ESU 6</td><td>\$47,338.04</td></tr> <tr><td>ESU 7</td><td>\$50,405.98</td></tr> <tr><td>ESU 8</td><td>\$44,413.46</td></tr> <tr><td>ESU 9</td><td>\$38,736.34</td></tr> <tr><td>ESU 10</td><td>\$108,553.50</td></tr> <tr><td>ESU 11</td><td>\$21,704.97</td></tr> <tr><td>ESU 13</td><td>\$59,065.03</td></tr> <tr><td>ESU 15</td><td>\$16,056.51</td></tr> <tr><td>ESU 16</td><td>\$30,278.00</td></tr> <tr><td>ESU 17</td><td>\$7,225.43</td></tr> <tr><td>ESU 18</td><td>\$124,581.34</td></tr> <tr><td>ESU 19</td><td>\$144,393.93</td></tr> </tbody> </table>		Dollars Per ESU	ESU 1	\$53,187.20	ESU 2	\$47,682.11	ESU 3	\$260,746.31	ESU 4	\$25,346.35	ESU 5	\$24,285.48	ESU 6	\$47,338.04	ESU 7	\$50,405.98	ESU 8	\$44,413.46	ESU 9	\$38,736.34	ESU 10	\$108,553.50	ESU 11	\$21,704.97	ESU 13	\$59,065.03	ESU 15	\$16,056.51	ESU 16	\$30,278.00	ESU 17	\$7,225.43	ESU 18	\$124,581.34	ESU 19	\$144,393.93
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<input type="checkbox"/>	Educational Resour... ▾	Literacy Coach FAQ	See Admin Q& A meeting video , 22:00 for explanation. The original appropriation was estimated at \$1,800,000. The actual amount is \$1,851,467. The additional																																				

		<p>There is an additional \$3,027 distributed to the ESUs. Why?</p>	<p>\$51,467 was distributed evenly to each ESU and is to be used for coaching training.</p> <p>Breakdown of funds for Year 2, 2025-2026:</p> <ul style="list-style-type: none"> ● Phase 1 Literacy Coaches \$105,882 <input type="checkbox"/> Phase 2 Onboarding \$78,000 <input type="checkbox"/> All ESUs MOU \$16,401 <input type="checkbox"/> All ESUs additional for Coaching training \$3,027 <p>Please note, the \$51,467 for Year 3, 2026-2027 distribution is TBD.</p>
<input type="checkbox"/>	<p>Legal ▾</p>	<p>Endorsement Opportunity</p>	<p>The Council of Parent Attorneys and Advocates (COPAA) and the Council of Administrators of Special Education (CASE) invite individuals, national, state, and local organizations to join together and affirm our shared commitment to ensuring that children and youth with disabilities receive the education and support fundamental to their growth and development.</p> <p>As these types of things come up, can I proceed if the issues align with the MSA, MOU, and/or the legislative priorities?</p>
<input type="checkbox"/>	<p>Legal ▾</p>	<p>LEA Definition and options for ESUs</p>	<ul style="list-style-type: none"> ● Nebraska law currently defines LEA as a "school district" (79-101, 79-2202), and ESUs are instead classified as political subdivisions under §79-1245. ● Federal definitions are broader. Under 34 C.F.R. §300.28 and §300.12, a "Local Educational Agency" includes "educational service agencies." ● This inconsistency defaults to the state statutory definition (which ties LEAs to school districts--not ESU's). <p>Options (something like this):</p> <ul style="list-style-type: none"> ● Bill to revise 79-101, "Local education agencies include an educational service unit when determining eligibility for any state or federal grant, loan, program authorization or other assistance provided to local education agencies." ● State Board to adopt, "The State Board shall define a local education agency to include an educational service unit when determining eligibility for any state or federal grant, loan, program authorization or other assistance provided to local education agencies."

<input type="checkbox"/>	Legal ▾	ESUCC Legislative Day	February 24, 2026 from 7am-2pm. Need volunteers to plan. Three 1-hour scheduled planning Zooms: <ul style="list-style-type: none"> <input type="checkbox"/> December 8, 2025 at 10am CST <input type="checkbox"/> January 12, 2026 at 10am CST <input type="checkbox"/> February 11, 2026 at 1pm CST
<input type="checkbox"/>	Legal ▾	Student Leader Event	Nothing has been set
<input type="checkbox"/>	Select a Committee ▾		
<input type="checkbox"/>	FULL BOARD ▾	February Board Meeting Location - LPS for Feb 2026	Sign-Up Sheet for the February ESUCC Board Meeting Location - All Set until February 2028
<input type="checkbox"/>	FULL BOARD ▾	SORA Report (Standing Item)	ESU SORA usage: <ul style="list-style-type: none"> • 7.1.2025-7.31.2025 • 8.1.2025-8.31.2025 • 9.1.2025-9.30.2025
<input type="checkbox"/>	FULL BOARD ▾	Quarterly Administrator PD Series	<input type="checkbox"/> First Quarter (fall) - Intellectual Property and Technology issues (copyrights, work-for-hire doctrine, FERPA, technology contracts, etc) <input type="checkbox"/> Second Quarter (winter) - ESU Boards and Legal Issues (Open Meetings Act, public records, issues with board meetings, handling board complaints, and so forth) <input type="checkbox"/> Third Quarter (spring) - Personnel issues (evaluations, documenting concerns, FLSA exemptions, contracts, and the like) <input type="checkbox"/> Fourth Quarter (summer) - Updates in Special Education Law (what are the new "hot topics" that ESU Administrators need to know to support their districts)
<input type="checkbox"/>	FULL BOARD ▾	Literacy Coach FAQ There is an additional \$3,027 distributed to the ESUs. Why?	See Admin Q& A meeting video , 22:00 for explanation. The original appropriation was estimated at \$1,800,000. The actual amount is \$1,851,467. The additional \$51,467 was distributed evenly to each ESU and is to be used for coaching training. Breakdown of funds for Year 2, 2025-2026: <ul style="list-style-type: none"> • Phase 1 Literacy Coaches \$105,882 <input type="checkbox"/> Phase 2 Onboarding \$78,000 <input type="checkbox"/> All ESUs MOU \$16,401 <input type="checkbox"/> All ESUs additional for Coaching training \$3,027 Please note, the \$51,467 for Year 3, 2026-2027

			distribution is TBD.
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New Since Committee Meetings OR for Full Board Consideration			
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<input type="checkbox"/>			
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Old Business			
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<input type="checkbox"/>	FULL BOARD ▾	State Board meeting sign up	We are still looking for someone to “attend” the December 2025 State Board of Education Meeting .
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Master Service Agreement with the ESUCC

This ESUCC Service Agreement ("Agreement") is entered into by and between the Educational Service Unit Coordinating Council (the "ESUCC") and Educational Service Unit Number ____ (the "ESU").

I. Background

The ESUCC is charged by NEB. REV. STAT. § 79-1245 with the administration of statewide education initiatives and provision of statewide education services. The ESU wishes to receive certain services and participate in certain projects that are conducted by the ESUCC, and the ESU wishes to have certain services and initiatives made available to its member school districts. The parties to this Agreement agree to services and Projects on the following terms and conditions.

Each Project is described more specifically in the identified Exhibits.

II. Services Provided Requiring a Fee

The ESUCC agrees to provide the following Projects.

1. Teaching and Learning Division: Affiliate Budgets ([Exhibit "A."](#)).
TBD.....Fee Amount: \$

2. Teaching and Learning Division: ESUPDO Events, per day/per participant ([Exhibit "A."](#))
TBD.....Fee Amount: \$

3. Teaching and Learning Division: Special Projects ([Exhibit "A."](#))
No Change.....Fee Amount: Up to \$7,500

4. Teaching and Learning Division: Digital Learning Services and Projects ([Exhibit "A."](#))
TBD.....Fee Amount: \$

5. Executive Division: Legislative and Government Relations ([Exhibit "C"](#)).
Month-Month, \$ subject to any rate change
Vendor Contract Term March 2, 2024-March 1, 2026
Subject to change at the end of the vendor contract term(regular session)
Fee Amount: \$

- 6. Technology Division: Technology Student Services Projects ([Exhibit “B”](#)).
TBD.....Fee Amount: \$
- 7. Executive Division: SMART ([Exhibit “C”](#)). This item excludes cost for SMART ESA
TBD.....Fee Amount: Up to \$1,500

III. Optional Services Provided Requiring a Fee

In addition to the above listed services, the ESU has the ability to participate in additional projects through the ESUCC. By placing your initials next to each of the desired projects listed below, the ESU voluntarily elects to participate in and access the identified projects. In the event the service has a fee associated, the ESU shall pay the ESUCC the associated fee(s), as identified below. All services will be billed to the ESUs unless otherwise selected (only available for select services.)

- ___ 8. Teaching and Learning Division: OverDrive Professional Library: ([Exhibit “A”](#))
 Vendor Contract Term September 1, 2026-August 31, 2027
**Subject to change at the end of the vendor contract term.....Fee Amount:
 Up to \$600**

- ___ 9.Executive Division: SPARQ Negotiations:
 Vendor Contract Term April 1, 2025-March 31, 2026. \$15,000 divided by the 15
 participating ESUs ([Exhibit “C”](#))
Subject to change at the end of the vendor contract term.....Fee Amount: \$1,000

- ___ 10. Technology Division: Student Records System (SRS): ([Exhibit “B”](#))
3% Annual Fee Increase.....Fee Amount: See Tier Schedule Below

2026-2027	2027-2028	2028-2029	Tier
\$202	\$208	\$215	<100
\$524	\$540	\$557	100-249
\$1,043	\$1,074	\$1,107	250-499
\$3,131	\$3,225	\$3,322	500-999
\$4,135	\$4,259	\$4,387	1000-1999
\$5,168	\$5,323	\$5,483	2000-3999

2026-2027	2027-2028	2028-2029	Tier
\$202	\$208	\$215	<100
\$9,643	\$9,932	\$10,230	4000-17999

V. Term

The term of this Agreement shall commence on August 1, 2026, and continue until July 31, 2026. A new Agreement will be required for any services or support by the ESUCC after August 31, 2026.

VI. Responsibilities of the ESUCC

The ESUCC agrees to provide and support the services offered with reasonable care, skill, and diligence. The ESUCC shall employ or assign qualified personnel staff to support and oversee the services provided. The ESUCC and its staff will promptly and reasonably respond to ESUs for support and assistance with such services. The ESUCC will reasonably assure that the ESU’s member school districts have access to the projects and services provided to the ESU, when applicable.

The ESUCC reserves the right, in its sole discretion, to make changes to the operation of each of the projects referred to herein, including, but not limited to, an increase in the fees charged for particular projects. If the ESUCC determines that a fee increase is necessary for the continued operation of any particular project, the ESUCC will notify the ESU in advance. The ESU shall then have 14 days to elect out of the project. If the ESU does not elect out of the project within 14 days, then the ESU shall be obligated to pay the increased fee.

VII. Responsibilities of the ESU

The ESU will cooperate with the ESUCC and provide necessary information and access as reasonably required for the ESUCC to perform the services. The ESU agrees to follow the reasonable expectations and directives of the ESUCC regarding the services selected by the ESU. The ESU further agrees to promptly communicate to the ESUCC any concerns or problems with any such services.

The ESU shall not assign any right or delegate any obligation arising hereunder without the prior written consent of ESUCC. This provision does not prevent the ESU from allowing its member school districts to participate in some or all of the Projects described herein.

The ESU agrees to pay the fee(s) to the ESUCC within ninety days of the invoice and may be mailed to 6949 S 110th Street, La Vista, NE 68128. The ESUCC reserves the right to refuse any service(s) to any ESU that fails to timely submit payment, and no ESU will be entitled to

participate or access any service if said ESU failed to timely pay the required fee(s). An ESU who fails to timely pay the required fees may be excluded from all Projects and forfeits any right to participate in said projects.

The parties expect the ESU (and its staff) will be appropriately involved in each project to ensure the oversight and maintenance of the projects.

This Agreement does not obligate or commit the ESU to to engage the ESUCC on an exclusive arrangement for any of these projects.

8. Termination

The ESU may request to terminate this Agreement or any elected projects for any reason at any time by giving written notice to the ESUCC. There shall be no refund or reimbursement by the ESUCC if the ESU terminates this Agreement in the middle of the Agreement term without cause, unless a majority of the ESUCC Board votes to authorize a requested refund. A majority of the ESUCC Board and the ESU may also vote to amend or supplement this Agreement during the term of the Agreement for any reason the ESUCC Board deem appropriate.

If the ESU believes the ESUCC has materially breached this Agreement, then the ESU shall notify the ESUCC in writing of the ESU's concern(s). The ESUCC shall then have thirty days to cure any alleged breach. If the ESUCC disputes the alleged breach, then the parties shall agree to meet at the ESU to address the specific concerns and find a mutually agreeable solution. If, after that meeting, the ESUCC is unable or unwilling to cure the alleged breach, then the ESU may terminate the Agreement for cause. If the ESU terminates the Agreement for cause, the ESU shall only be entitled to a refund for any amount(s) paid if a majority of the ESUCC Board approves the ESU's request for a refund, and the ESUCC Board shall, in its sole discretion, determine the refund amount (if any).

The ESUCC may terminate this Agreement for any reason at any time by giving ninety days' written notice to the ESU. If the ESUCC terminates this Agreement, then the ESU shall be entitled to a refund for the amount paid by the ESU in an amount proportional to the number of days the service was available to the number of days the service was unavailable.

IX. Confidentiality

Each party agrees to keep confidential all non-public information received from the other party. All information and data shared or exchanged between the parties shall fully comply with Nebraska law and FERPA.

X. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

XI. Damages and Indemnification

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its officers, agents and employees from all claims, damages, losses and expenses arising out of or resulting from the services provided under this Agreement that results in any claim for damage whatsoever. This Section shall not require either party to indemnify, or hold harmless, the other party for any losses, claims, damages and expenses arising out of or resulting from the intentional or negligent act or omissions of the party.

XII. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

XIII. Other Information

From time to time, the ESUCC and ESU may agree to develop and implement new or additional Projects. In the event ESUCC determines to offer a new project during the term of this Agreement and the ESU wishes to participate in said new project, the parties may describe the new project in writing and incorporate that writing as a formal addendum to this Agreement.

Given the upfront and ongoing expenses associated with each service, the fee(s) paid by the ESU are generally not refundable. By entering into this Agreement, the ESU agrees to accept the identified services for the entire term of the Agreement and may not cancel or revoke services with any expectation of reimbursement(s) or refund(s), except as provided in Section VIII.

Each ESU must contribute to the ESUCC the fees associated with each project. The ESU and ESUCC agree to follow the expectations outlined in those Exhibits, as well as those reasonable expectations and updates that may be announced or provided during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ESUCC CEO

ESU Administrator

ESUCC CEO Signature

ESU Administrator Signature

Date

Date

Exhibit “A”
Teaching and Learning Division

1. ESUPDO Affiliate Budgets.

- a. Network Operations Coordinators Affiliate (NOC):
NOC supports the extensive communications network within and among the ESU's and school districts.
- b. ESU Special Education Population Directors (ESPD):
ESPD consists of Special Education Directors and other similar personnel from across the state providing support for compliance related topics.
- c. Teaching and Learning with Technology Affiliate (TLT):
TLT connects educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom.
- d. Staff Development Affiliate (SDA):
SDA is responsible for providing staff development as well as school improvement for school districts.

2. ESUPDO Events

The ESUPDO serves as the umbrella to the statewide professional development opportunities for ESU personnel statewide. The ESUPDO is a collaborative effort to provide statewide training and alignment of efforts for ESU personnel and key NDE staff statewide. ESUPDO consists of four affiliate groups composed of ESU personnel across the seventeen ESU's with representation from essential NDE Staff. ESUPDO events may include registration, materials, and other fees. Such fees will be set at no more than \$25 per participant person per day.

3. Special Projects

The ESUCC may facilitate special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities. Adding a special project would require a description of the project presented to the board and a majority vote to have the project added to this MSA. By adding the project to the MSA, the ESUs are not obligated to participate, only that the project is available to all ESUs or schools. Participation decisions would be made by each ESU individually.

4. Digital Learning Services and Project.

- a. Distance Education Brokering:
The ESUCC provides the Nebraska Virtual Instruction Source (NVIS) course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts.
- b. Learning Object Repositories (LOR) and Open Education Resources (OER):
ESUCC coordinates access to digital libraries that enable educators from within participating ESUs to use professional educational resources that are aligned to

academic standards. The Nebraska OER hub is available to all ESUs and their district schools and offers statewide access to local and national open educational resources.

- c. The ESUCC Digital Learning Services and Projects promote statewide collaboration to provide students and school districts with access to a mix of different learning environments that best supports the combination of traditional face-to-face classroom methods with more technology-mediated activities.
 - d. ESUCC supports the responsible and strategic integration of Artificial Intelligence (AI) in Nebraska’s educational ecosystem. This includes assisting schools and ESUs in exploring AI tools that enhance teaching, learning, and operational efficiency; providing guidance on ethical use, data privacy, and policy development; and facilitating professional learning that builds educator capacity to leverage AI for personalized instruction, assessment, and accessibility. Through statewide coordination, ESUCC helps ensure that AI innovations are implemented equitably, securely, and in alignment with Nebraska’s educational goals.
 - e. ESUCC is committed to ensuring that all digital learning environments, resources, and technologies are accessible to every learner, educator, and staff member. This includes supporting the design and adoption of digital materials, platforms, and tools that meet accessibility standards such as Section 508 and the Web Content Accessibility Guidelines (WCAG). ESUCC provides guidance and professional learning to help schools and ESUs create inclusive digital experiences that accommodate diverse learning needs and abilities. Through statewide coordination, ESUCC promotes accessibility as a foundational principle of digital learning—ensuring equity, usability, and participation for all Nebraskans.
5. OverDrive Professional Development Library.

The ESUCC OverDrive Professional Library is a customized digital collection of ebooks and audiobooks for use by ESU and school district staff across the state.

Exhibit “B”
Technology Division

1. Technology Student Services Projects:

a. Student Records System (SRS):

ESUCC maintains SRS which is an online special education record system designed to create all special education documents, required by Rule 51 and Rule 52, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides access to files via the internet. SRS training is provided across the state for district staff and college and university staff. School Districts electing to utilize the SRS system must pay an additional fee to receive access.

b. Project PARA:

Project PARA is a web-based method for school districts to provide introductory training for their paraeducators. The Project assists schools in meeting the paraeducator training requirements. Project PARA is a collaborative effort between the University of Nebraska, the Nebraska Department of Education and Nebraska educational service units.

a. 504 Plan:

ESUCC designed and maintains the Section 504 Project which is an online record system designed to create documentation necessary for the Rehabilitation Act of 1973 that prohibits discrimination against those that have a physical or mental impairment that substantially limits one or more major life activities. Section 504 is a function of regular education. This is an add on to the SRS system.

2. Cybersecurity:

ESUCC leads statewide efforts to strengthen cybersecurity readiness, resilience, and response across Nebraska’s educational systems. As a non-regulatory statewide coordinator, ESUCC supports ESUs and school districts in safeguarding student and staff data, securing digital infrastructure, and aligning with national best practices and frameworks such as NIST and CISA. Through collaboration with state and federal partners, ESUCC helps ensure that Nebraska’s schools have the knowledge, tools, and capacity to prevent, detect, and respond to evolving cybersecurity threats while maintaining continuity of educational services.

Exhibit “C”
Executive Division

1. Legislative and Governmental Relations Project.

The Legislative and Governmental Relations Project will assist member ESUs in strategically planning legislative initiatives that support the mission of the ESUCC and its member service units, tracking legislation that affects service units and state-wide educational efforts in the state, and influencing state lawmakers to support the vital work of the ESUCC, service units and public schools in the state of Nebraska. Should a special session of the Legislature convene, there will be an additional contract with the government relations group with whom ESUCC works.

2. SIMPL/SMART

The ESUCC continuously develops and maintains the software operating the SMART online service management tool for use by the Nebraska ESUs and ESUCC. This tool supports ESUs in their data-driven process utilized to systematically identify the needs of their school districts and thereafter develop services to fill the gaps. The SMART online tool allows ESUs to assess the available services for implementation at the school district level.

3. SPARQ Negotiations:

SPARQ Negotiations is a web-based online data collection system used to compare settlement information, provide prevalence reports, view negotiated agreements and perform placement calculations.



ESUCC
Executive Committee Meeting
Thursday, October 16, 2025, 11:00 AM
Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 11:00 AM.

Dr. Bill Heimann (ESU 01):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr. Melissa Wheelock (ESU 10):	Present
Dr. Laura Barrett (ESU 13):	Present
Geraldine Erickson (ESU 17):	Present

1. Call to Order

This is a committee of the Educational Service Unit Coordinating Council. The chairperson or designee will call the committee meeting to order. Per Policy 1008, "Committees shall not have legislative or administrative functions, except as specifically authorized by the Board. All matters except those of routine or emergency nature may be referred to a committee before action by the Board...Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, as directed by the Board." No formal action will be taken in committee meetings, although recommendations for such action may be made by the committee to the Board.

The Executive Committee Meeting was called to order at 11:00am.

1.1. Roll Call

2. Treasurer's Report

2.1. Claims, Financial Statements, and Assets for the Month of September
Other financial reports are available upon request to the ESUCC CEO.

Recommended Motion: Recommend to the ESUCC board to approve the claims, financial statements, and assets for the month of September.

ESUCC CEO Dr. Polk discussed the changes on the Budget Summary sheet. CEO Polk and Business Manager, Priscilla Quintana, reviewed the updated Budget Summary sheet with the ESUCC Board Treasurer, Geraldine Erickson. Business Manager Priscilla Quintana was able to get ACH set up.

Recommend to the ESUCC board to approve the claims, financial statements, and assets for the month of September Passed with a motion by Erickson, Geraldine (ESU 17) and a second by McNiff, Brenda (ESU 05).

Dr. Bill Heimann (ESU 01): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr. Melissa Wheelock (ESU 10): Yea

Dr. Laura Barrett (ESU 13): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

2.2. September Expenses to be Paid in October

Recommended Motion: Recommend to the ESUCC Board to approve the September expenses to be paid in October.

Recommend to the ESUCC Board to approve the September expenses to be paid in October Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Wheelock, Melissa (ESU 10).

Dr. Bill Heimann (ESU 01): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr. Melissa Wheelock (ESU 10): Yea

Dr. Laura Barrett (ESU 13): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

3. Software Developer/Systems Integrator Job Description

ESUCC CEO Dr. Polk will review the Software Developer/Systems Integrator job description with the Executive Committee.

Recommended Motion: Recommend to the ESUCC Board to approve the Software Developer/Systems Integrator job description, as presented.

ESUCC CEO Dr. Polk reviewed the job description for the new technology position starting in November.

Recommend to the ESUCC Board to approve the Software Developer/Systems Integrator job description, as presented Passed with a motion by Heimann, Bill (ESU 01) and a second by McNiff, Brenda (ESU 05).

Dr. Bill Heimann (ESU 01): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr. Melissa Wheelock (ESU 10): Yea

Dr. Laura Barrett (ESU 13): Yea
Geraldine Erickson (ESU 17): Yea
Yea: 5, Nay: 0

4. Chief Executive Officer (CEO) Report

- CEO Report to the Board - October 2025
- DRAFT 2026-2027 Master Service Agreement

ESUCC CEO Dr. Polk noted the draft 2026-2027 Master Service Agreement with ESU is attached for review. There is no action requested at this time.

ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board for October 2025.

5. CEO Evaluation 2025-2026

October Timeline:

- The Chief Executive Officer will send the Board President the digital copy of the Evaluation Resources, including the summary document, and a drafted email.
- The ESUCC President will send out the digital copy of the Evaluation Resources to the ESUCC Board in the first week of October.
- The Coordinating Council will be invited to complete the evaluation tool and submit to the ESUCC President by October 31.
- The Chief Information Officer will complete the Evaluation Tool as a self-assessment and send it to the ESUCC President on or before October 31.

6. Next Meeting Agenda Items

7. Adjournment

The Executive Committee Meeting adjourned at 12:13pm.

Minutes respectfully submitted by ESUCC Executive Secretary to the CEO, Mindy Reed.

September 30, 2025

ESUCC Division	Receipts	Disbursements
Executive	\$ 241,601.87	\$ 60.00
Teaching & Learning	\$ 437,125.71	\$ -
Technology	\$ 41,995.28	\$ -
Grants/Contracts	\$ 205,845.36	\$ -
	\$ 926,568.22	\$ 60.00
Balance September 1, 2025	\$4,043,900.00	
Total Receipts Sept 2025	\$926,568.22	
Total Funds Available	\$4,970,468.22	
Check # - Check #	\$0.00	
ACH Payments	\$60.00	
Total Disbursements	\$60.00	
Ending Balance September 30, 2025	\$4,970,408.22	
Ending Balance September 30, 2024	\$4,067,684.02	
Bank Balances:		
Checking Account	\$334,306.48	
Investment Account	\$4,637,962.49	
	\$4,972,268.97	
<i>Interest Earned September 2025</i>	<i>\$16,196.26</i>	

Outstanding Receipts As Of 09/30/25:	
Admin	\$62,577.10
MSA, 2025-2026	\$62,327.10
Meals, Budget Hearing	\$250.00
Canvas	\$226,070.21
School Renewals, 2025-2026	\$226,070.21
Coop	\$53,786.67
School Renewals	\$35,254.89
Vendor Admn Fees	\$18,531.78
AEPA/Special Buys/Food/Custodial Admin Fees	
DL	\$4,215.66
AI Presentation, Smoky Hill	\$4,215.66
Duo Security	\$1,390.00
School Renewals	\$1,390.00
PDO	\$152,110.00
PDO, MSA 2025-2026	\$140,250.00
PDO, Mtg Registrations	\$1,425.00
ESPD, Mtg Registrations	\$675.00
NOC, Dmarician Renewal	\$7,560.00
NOC, Mtg Registrations	\$475.00
SDA, Mtg Registrations	\$1,425.00
TLT, Mtg Registrations	\$300.00
PowerSchool	\$254,592.09
School Renewals, 2025-2026	\$254,592.09
SRS	\$102,384.00
MSA, 2025-2026	\$102,000.00
Annual Member Fee (Prime Home DDS)	\$384.00
ProofPoint	\$595.32
School Renewals	\$595.32
Tech Gen	\$1,869.66
Fortimail Renewals	\$1,869.66
State Grants	\$233,246.51
CoSN State Chapter, Cyber Tatanka, SteadFAST, and Incident Reponse Workshops	\$233,246.51
Total Outstanding Receipts, 9/30/25:	\$1,092,837.22

	Percentage Spent	Percentage Projected
September	0.00%	8.33%
October		
November		
December		
January		
February		
March		
April		
May		
June		
July		
August		
Year To Date	0.00%	8.33%

Specific Project Fiscal Expenses YTD	Budget	Expenses YTD
PowerSchool	\$1,083,875.27	\$0.00
Coop	\$1,025,623.70	\$0.00
Canvas	\$823,307.26	\$0.00
SRS	\$536,916.42	\$0.00
PDO (Includes Affiliates)	\$202,214.04	\$0.00

Notable Receipts Include:	
Funds from the State for CoSN	\$205,845.36
DL Appropriations from the State	\$281,654.00
Coop Admin Fees & School Renewals	\$226,618.69
PowerSchool Renewals	\$81,556.85
NCNE Payroll funds from ESU 2	\$32,923.08

Notable Disbursements Include:	
(Payments were not made in September)	\$0.00

Special Projects/Grants Status:	Receipts	Expenditures
SMART-NE	\$0.00	\$0.00
SMART-ESA	\$0.00	\$0.00

Notes:		
A final batch of payments was processed on August 30, 2025 prior to the end of the fiscal year.		
No payments were made in September 2025		
10/1/2025	Received Core Service Funds	\$256,067.00
10/3/2025	Received BITS Funds	\$533,692.72

EFINANCE - POWERSCHOOL
 DATE: 10/09/2025
 TIME: 12:01:31

ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

PAGE NUMBER: 1
 ACCTPA21

SELECTION CRITERIA: transact.yr='26' and transact.period='2'
 ACCOUNTING PERIOD: 2/26

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	18211	10/15/25	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE PLEASANT	0.00	252.70
09000	18211	10/15/25	1466	ANDREW EASTON	01202213620	20580	DL TRAVEL FLIGHT SE	0.00	376.66
09000	18211	10/15/25	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE CCC MTG	0.00	121.80
09000	18211	10/15/25	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE BOART MT	0.00	246.40
09000	18211	10/15/25	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE PDO/TLT	0.00	252.00
09000	18211	10/15/25	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE ACCESSIB	0.00	57.40
09000	18211	10/15/25	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE HILL CIT	0.00	415.80
09000	18211	10/15/25	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE MAYWOOD	0.00	373.10
TOTAL	CHECK							0.00	2,095.86
09000	18212	10/15/25	1814	WILLIAM SCHROEDER	01202213570	20333	CANV MILEAGE OMAHA	0.00	11.90
09000	18213	10/15/25	1050	BISHOP BUSINESS	01202320100	20643	ADMN LASERFICHE	0.00	1,000.00
09000	18213	10/15/25	1050	BISHOP BUSINESS	01202213500	20643	PDO LASERFICHE	0.00	316.00
09000	18213	10/15/25	1050	BISHOP BUSINESS	01202213620	20643	DL LASERFICHE	0.00	635.00
09000	18213	10/15/25	1050	BISHOP BUSINESS	01202520300	20643	COOP LASERFICHE	0.00	2,363.00
09000	18213	10/15/25	1050	BISHOP BUSINESS	01202580400	20643	SRS LASERFICHE	0.00	1,260.00
09000	18213	10/15/25	1050	BISHOP BUSINESS	01202213200	20643	PS LASERFICHE	0.00	960.00
09000	18213	10/15/25	1050	BISHOP BUSINESS	01202213570	20643	CANV LASERFICHE	0.00	400.00
09000	18213	10/15/25	1050	BISHOP BUSINESS	01202320100	20550	ADMN PRINTING	0.00	13.61
09000	18213	10/15/25	1050	BISHOP BUSINESS	01202213620	20550	DL PRINTING	0.00	13.83
09000	18213	10/15/25	1050	BISHOP BUSINESS	01202580400	20550	SRS PRINTING	0.00	13.83
TOTAL	CHECK							0.00	6,975.27
09000	18214	10/15/25	1963	CALLAWAY PUBLIC SCH	01202520581	20320	MENST 45572148 QUIL	0.00	28.88
09000	18214	10/15/25	1963	CALLAWAY PUBLIC SCH	01202520581	20320	MENST 45579976 QUIL	0.00	115.52
09000	18214	10/15/25	1963	CALLAWAY PUBLIC SCH	01202520581	20320	MENST 45573501 QUIL	0.00	152.90
09000	18214	10/15/25	1963	CALLAWAY PUBLIC SCH	01202520581	20320	MENST 6041705647 ST	0.00	257.97
09000	18214	10/15/25	1963	CALLAWAY PUBLIC SCH	01202520581	20320	MENST 6041705648 ST	0.00	51.56
TOTAL	CHECK							0.00	606.83
09000	18215	10/15/25	1790	CANDLEWOOD SUITES K	01202213570	20580	CANV LODGING JOHNSO	0.00	199.00
09000	18215	10/15/25	1790	CANDLEWOOD SUITES K	01202580400	20580	SRS LODGING ISAACSO	0.00	330.00
TOTAL	CHECK							0.00	529.00
09000	18216	10/15/25	1007	CDW GOVERNMENT INC.	01202580576	20320	PROOFPOINT RENEWAL	0.00	72,364.16
09000	18216	10/15/25	1007	CDW GOVERNMENT INC.	01202520300	20610	COOP WEB CAM CIANCI	0.00	112.79
TOTAL	CHECK							0.00	72,476.95
09000	18217	10/15/25	1950	ERIN BUSSEN	01202213620	20333	DL MILEAGE ACCESSIB	0.00	59.50
09000	18218	10/15/25	1057	ESU 3	01202580400	20441	SRS RENT OMAHA	0.00	972.12
09000	18218	10/15/25	1057	ESU 3	01202213500	20441	PDO RENT OMAHA	0.00	486.06
09000	18218	10/15/25	1057	ESU 3	01202213200	20441	PS RENT OMAHA	0.00	324.04
09000	18218	10/15/25	1057	ESU 3	01202320100	20550	ADMN PRINTING OMAHA	0.00	2.33
09000	18218	10/15/25	1057	ESU 3	01202213620	20550	DL PRINTING OMAHA	0.00	2.27
09000	18218	10/15/25	1057	ESU 3	01202580400	20550	SRS PRINTING OMAHA	0.00	2.27
09000	18218	10/15/25	1057	ESU 3	01202320100	20441	ADM RENT OMAHA	0.00	324.03
09000	18218	10/15/25	1057	ESU 3	01202520300	20441	COOP RENT OMAHA	0.00	486.06
09000	18218	10/15/25	1057	ESU 3	01202580400	20441	SRS RENT OMAHA	0.00	972.12
09000	18218	10/15/25	1057	ESU 3	01202213500	20441	PDO RENT OMAHA	0.00	486.06

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09000	18218	10/15/25	1057	ESU 3	01202213200	20441	PS RENT OMAHA	0.00	324.04
09000	18218	10/15/25	1057	ESU 3	01202320100	20550	ADM PRINTING OMAHA	0.00	6.07
09000	18218	10/15/25	1057	ESU 3	01202213620	20550	DL PRINTING OMAHA	0.00	5.89
09000	18218	10/15/25	1057	ESU 3	01202580400	20550	SRS PRINTING OMAHA	0.00	5.89
09000	18218	10/15/25	1057	ESU 3	01202520300	20531	COOP POSTAGE OMAHA	0.00	17.68
09000	18218	10/15/25	1057	ESU 3	01202320100	20531	ADM POSTAGE OMAHA	0.00	10.61
09000	18218	10/15/25	1057	ESU 3	01202320100	20441	ADMN RENT OMAHA	0.00	324.03
09000	18218	10/15/25	1057	ESU 3	01202520300	20441	COOP RENT OMAHA	0.00	486.06
TOTAL CHECK								0.00	5,237.63
09000	18219	10/15/25	1151	ESU 7	01202320100	20582	ADMN MIFI RENTAL 25	0.00	192.00
09000	18220	10/15/25	1067	ESU 10	01202320100	20320	ADMN SMART PROG JUN	0.00	75.00
09000	18220	10/15/25	1067	ESU 10	01202320100	20320	ADMN SMART PROG JUL	0.00	200.00
09000	18220	10/15/25	1067	ESU 10	01203599597	20320	STEADFAST PROG JULY	0.00	2,425.00
09000	18220	10/15/25	1067	ESU 10	01202213530	20580	ESPD MTG MEALS	0.00	367.34
09000	18220	10/15/25	1067	ESU 10	01202213520	20320	SDA STRATEGIST 9/8/	0.00	84.24
09000	18220	10/15/25	1067	ESU 10	01202213520	20320	SDA MEALS 9/9/25	0.00	808.35
09000	18220	10/15/25	1067	ESU 10	01202213510	20320	NOC MEALS 9/9/25	0.00	237.75
09000	18220	10/15/25	1067	ESU 10	01202213540	20320	TLT MEALS 9/9/25	0.00	221.90
09000	18220	10/15/25	1067	ESU 10	01202213500	20320	PDO MEALS 9/10/25	0.00	708.68
09000	18220	10/15/25	1067	ESU 10	01202310110	20610	BOARD MTG MEALS 9/1	0.00	250.99
09000	18220	10/15/25	1067	ESU 10	01202310110	20610	BOARD MTG ROLLS 9/1	0.00	48.96
09000	18220	10/15/25	1067	ESU 10	01203599597	20320	STEADFAST JUNE 2025	0.00	3,080.00
09000	18220	10/15/25	1067	ESU 10	01203599597	20320	STEADFAST APR-MAY 2	0.00	2,425.00
09000	18220	10/15/25	1067	ESU 10	01203599597	20320	STEADFAST JULY 2025	0.00	800.00
09000	18220	10/15/25	1067	ESU 10	01203599597	20320	STEADFAST AUG 2025	0.00	1,600.00
09000	18220	10/15/25	1067	ESU 10	01202320100	20320	SMART NE MAY 2025	0.00	800.00
09000	18220	10/15/25	1067	ESU 10	01202320100	20320	SMART NE JUNE 2025	0.00	100.00
09000	18220	10/15/25	1067	ESU 10	01202320100	20320	SMART ESA AUG 2025	0.00	100.00
TOTAL CHECK								0.00	14,333.21
09000	18221	10/07/25	1064	ESU 17	01202580400	20352	SRS SALARIES	0.00	36,777.99
09000	18221	10/07/25	1064	ESU 17	01202580400	20441	SRS RENT AINSWORTH	0.00	38.20
09000	18221	10/07/25	1064	ESU 17	01202213500	20352	PDO SALARIES	0.00	5,973.07
09000	18221	10/07/25	1064	ESU 17	01202213560	20352	THREAT SALARIES	0.00	465.91
09000	18221	10/07/25	1064	ESU 17	01202213570	20352	CANVAS SALARIES	0.00	17,693.61
09000	18221	10/07/25	1064	ESU 17	01202213200	20352	PS SALARIES	0.00	45,754.78
09000	18221	10/07/25	1064	ESU 17	01202213200	20441	PS RENT AINSWORTH	0.00	114.60
09000	18221	10/07/25	1064	ESU 17	01202580590	20352	PROJ PARA SALARIES	0.00	10,919.38
09000	18221	10/07/25	1064	ESU 17	01202520585	20352	TEXTBOOK SALARIES	0.00	6,563.36
09000	18221	10/07/25	1064	ESU 17	01202213587	20352	TEAMMATES SALARIES	0.00	4,573.57
09000	18221	10/07/25	1064	ESU 17	01202213582	20352	LITERACY SALARIES	0.00	2,857.89
09000	18221	10/07/25	1064	ESU 17	01202213580	20352	BITS SALARIES	0.00	7,036.98
09000	18221	10/07/25	1064	ESU 17	01202520581	20352	MENSTRUAL SALARIES	0.00	2,149.89
09000	18221	10/07/25	1064	ESU 17	01202320100	20352	ADMN SALARIES	0.00	15,808.99
09000	18221	10/07/25	1064	ESU 17	01202320100	20320	ADMN FISCAL AGENT F	0.00	900.00
09000	18221	10/07/25	1064	ESU 17	01202320100	20441	ADMN RENT AINSWORTH	0.00	38.20
09000	18221	10/07/25	1064	ESU 17	01202520300	20352	COOP SALARIES	0.00	26,372.48
09000	18221	10/07/25	1064	ESU 17	01202520300	20441	COOP RENT AINSWORTH	0.00	152.80
09000	18221	10/07/25	1064	ESU 17	01202520300	20582	COOP PHONE AINSWORTH	0.00	84.00

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09000	18221	10/07/25	1064	ESU 17	01202520300	20550	COOP PRINTING/COPIE	0.00	17.50
09000	18221	10/07/25	1064	ESU 17	01202520300	20520	COOP BOND/INSURANCE	0.00	32.00
09000	18221	10/07/25	1064	ESU 17	01202213620	20352	DL SALARIES	0.00	17,256.98
09000	18221	10/07/25	1064	ESU 17	01202580650	20352	GEN TECH SALARIES	0.00	2,680.20
09000	18221	10/07/25	1064	ESU 17	01202213500	20441	PDO RENT AINSWORTH	0.00	38.20
TOTAL CHECK								0.00	204,300.58
09000	18222	10/15/25	1506	ESU 19	01202213580	20320	BITS REIMBURSEMENT	0.00	20,630.52
09000	18223	10/15/25	1817	GRINDSTONE MEDIA	01202213540	20320	TLT EVENT COVERAGE	0.00	3,750.00
09000	18224	10/15/25	1661	HAMPTON INN - KEARN	01202213500	20580	PDO LODGING EASTON	0.00	219.00
09000	18224	10/15/25	1661	HAMPTON INN - KEARN	01202320100	20580	ADMN LODGING POLK	0.00	447.00
TOTAL CHECK								0.00	666.00
09000	18225	10/15/25	1359	HEIDI RETHMEIER	01202213520	20610	SDA MENTORING PROGR	0.00	168.99
09000	18226	10/15/25	1645	HOLIDAY INN EXPRESS	01202213620	20580	DL EASTON PRESENT R	0.00	171.00
09000	18227	10/15/25	1312	INSTRUCTURE INC	01202213570	20643	CANV LMS IMPLEMENTA	0.00	9,114.60
09000	18228	10/15/25	1959	JENNY CIANCIO	01202520300	20333	COOP MILEAGE REIMBU	0.00	88.20
09000	18229	10/15/25	1397	JOURNEYED.COM INC.	01202580400	20643	SRS MS OFFICE SUBSC	0.00	54.09
09000	18230	10/15/25	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE CC/PDO	0.00	257.60
09000	18230	10/15/25	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE PROF CE	0.00	67.20
09000	18230	10/15/25	1826	LARIANNE POLK	01202320100	20643	ADM CHAT GPT	0.00	20.00
09000	18230	10/15/25	1826	LARIANNE POLK	01202320100	20643	ADM CHATGTP SUBSCRI	0.00	20.00
09000	18230	10/15/25	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE LR196/N	0.00	117.60
09000	18230	10/15/25	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE MTG ECC	0.00	67.20
09000	18230	10/15/25	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE MOCK ED	0.00	67.20
09000	18230	10/15/25	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE AESA AD	0.00	22.40
09000	18230	10/15/25	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE SUPT AD	0.00	396.20
TOTAL CHECK								0.00	1,035.40
09000	18231	10/15/25	1069	LINCOLN PUBLIC SCHO	01202213540	20320	TLT THOMAS SERVICES	0.00	178.79
09000	18232	10/15/25	1041	NASB	01202310100	20810	ADM AREA MEMBER MTG	0.00	89.00
09000	18233	10/15/25	1042	NE COUNCIL OF SCHOO	01202320100	20810	ADM GOLD SPONSORSHI	0.00	6,000.00
09000	18234	10/15/25	1255	NIOBRARA PUBLIC SCH	01202520581	20320	MENST 6042613591 ST	0.00	1,159.02
09000	18234	10/15/25	1255	NIOBRARA PUBLIC SCH	01202520581	20320	MENST 45645106 QUIL	0.00	243.40
09000	18234	10/15/25	1255	NIOBRARA PUBLIC SCH	01202520581	20320	MENST 45635625 QUIL	0.00	127.40
09000	18234	10/15/25	1255	NIOBRARA PUBLIC SCH	01202520581	20320	MENTS 892357401 HD	0.00	125.20
TOTAL CHECK								0.00	1,655.02
09000	18235	10/15/25	1065	OMAHA WORLD HERALD	01202310110	20540	BOARD MTG/BUDGET HE	0.00	107.00
09000	18236	10/15/25	1505	OVERDRIVE INC	01202213500	20641	PDO DIGITAL LIBRARY	0.00	4,500.00

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09000	18237	10/15/25	1703	RITA MCKINNEY	01202580400	20580	SRS TRAVEL/MEALS MC	0.00	42.57
09000	18237	10/15/25	1703	RITA MCKINNEY	01202580400	20333	SRS MILEAGE MCCOOK	0.00	385.00
09000	18237	10/15/25	1703	RITA MCKINNEY	01202580400	20333	SRS MILEAGE NELIGH	0.00	205.10
09000	18237	10/15/25	1703	RITA MCKINNEY	01202580400	20333	SRS MILEAGE AUBURN	0.00	108.50
TOTAL CHECK								0.00	741.17
09000	18238	10/15/25	1086	SCOTT ISAACSON	01202580400	20333	SRS MILEAGE OCIO/PD	0.00	263.90
09000	18238	10/15/25	1086	SCOTT ISAACSON	01202580400	20333	SRS MILEAGE ACCESSI	0.00	58.10
09000	18238	10/15/25	1086	SCOTT ISAACSON	01202580400	20333	SRS MILEAGE NCSC IS	0.00	59.50
TOTAL CHECK								0.00	381.50
09000	18239	10/15/25	1442	SECURLY	01202520300	20900	COOP RENEWAL PLEASA	0.00	3,593.66
09000	18240	10/15/25	1789	SHARA JOHNSON	01202213570	20580	CANV TRAVEL/MEALS P	0.00	30.96
09000	18240	10/15/25	1789	SHARA JOHNSON	01202213570	20333	CANV MILEAGE PDO KE	0.00	270.90
09000	18240	10/15/25	1789	SHARA JOHNSON	01202213570	20333	CANV MILEAGE ACCESS	0.00	117.60
09000	18240	10/15/25	1789	SHARA JOHNSON	01202213570	20333	CANV MILEAGE TRN AI	0.00	280.00
09000	18240	10/15/25	1789	SHARA JOHNSON	01202213570	20580	CANV TRAVEL/MEALS K	0.00	29.60
09000	18240	10/15/25	1789	SHARA JOHNSON	01202213570	20333	CANV MILEAGE KIMBAL	0.00	607.60
TOTAL CHECK								0.00	1,336.66
09000	18241	10/15/25	1358	THE MAIN IDEA	01202213520	20640	SDA SUBSCRIPTION	0.00	750.00
09000	18242	10/15/25	1949	WEST POINT PUBLIC S	01202250560	20320	THREAT TRN SCHOLARS	0.00	125.00
09000	18243	10/15/25	1723	ST. EDWARD PUBLIC S	01202250560	20320	THREAT SCHOLARSHIPS	0.00	125.00
09000	18244	10/15/25	1122	COLUMBUS HIGH SCHOO	01202250560	20320	THREAT SCHOLARSHIPS	0.00	250.00
09000	18245	10/15/25	1952	ST. MARY'S CATHOLIC	01202250560	20320	THREAT SCHOLARSHIPS	0.00	250.00
09000	18246	10/15/25	1612	ST. PATRICK'S SCHOO	01202250560	20320	THREAT SCHOLARSHIP	0.00	125.00
09000	18247	10/15/25	1962	LOURDES CENTRAL CAT	01202213560	20320	THREAT SCHOLARSHIP	0.00	125.00
09000	18248	10/15/25	1961	UNANIMOUS INC.	01202320100	20643	ADM WEBSITE DESIGN/	0.00	5,475.00
09000	18249	10/15/25	1886	WILLIAM SADLIER INC	01203500585	20320	TEXTBOOKS ST BERNAR	0.00	1,034.85
09000	18250	10/15/25	1038	WORLD BOOK	01202520300	20900	COOP RENEWAL, ESU 5	0.00	807.55
09000	18251	10/15/25	1299	HOLIDAY INN EXPRESS	01202213570	20580	CANV LODGING JOHNSO	0.00	144.00
09000	18252	10/15/25	1816	HOLIDAY INN EXPRESS	01202580400	20580	SRS LODGING MCKINNE	0.00	110.00
09000	18253	10/15/25	1633	PERRY, GUTHERY, HAA	01202213200	20317	PS LEGAL SERVICE	0.00	411.12
09000	18253	10/15/25	1633	PERRY, GUTHERY, HAA	01202520300	20317	COOP LEGAL SERVICE	0.00	1,644.48
09000	18253	10/15/25	1633	PERRY, GUTHERY, HAA	01202213620	20317	DL LEGAL SERVICE	0.00	411.12
09000	18253	10/15/25	1633	PERRY, GUTHERY, HAA	01202320100	20317	ADM LEGAL SERVICE	0.00	3,915.96
TOTAL CHECK								0.00	6,382.68

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09000	18254	10/15/25	1657	POWERSCHOOL GROUP L	01202213200	20580	PS UNIVERSITY REG S	0.00	2,500.00
09000	18254	10/15/25	1657	POWERSCHOOL GROUP L	01202213200	20580	PS UNIVERSITY REG C	0.00	2,500.00
TOTAL CHECK									5,000.00
09000	18255	10/15/25	1813	SOUTHEAST KANSAS ED	01202520300	20580	COOP AEPA MTG REG P	0.00	550.00
09000	18256	10/15/25	1935	DR KRISTEN MATTSON	01202213540	20320	TLT VIRTUAL LEARNIN	0.00	1,500.00
09000	18257	10/15/25	1858	NEBRASKA SCHOOLMAST	01202320100	20580	ADM DINNER POLK	0.00	55.00
09000	18258	10/15/25	1964	SOUTHERN PUBLIC SCH	01202520581	20320	MENTS 186724188 QUI	0.00	280.30
09000	18258	10/15/25	1964	SOUTHERN PUBLIC SCH	01202520581	20320	MENTS 6042829549 ST	0.00	169.90
09000	18258	10/15/25	1964	SOUTHERN PUBLIC SCH	01202520581	20320	MENTS 6043631016 ST	0.00	137.60
09000	18258	10/15/25	1964	SOUTHERN PUBLIC SCH	01202520581	20320	MENTS 6042829550 ST	0.00	88.89
TOTAL CHECK									676.69
09000	18259	10/15/25	1660	REBECCA SOSALLA	01202213200	20333	PS MILEAGE AUBURN	0.00	107.80
09000	EFT00279	10/15/25	1638	AIMEE MUEHLING	01202213200	20320	PS CONTRACTED SERVI	0.00	3,439.24
09000	EFT00280	10/15/25	1640	NICOLE MULLER	01202213200	20320	PS CONTACTED SERVIC	0.00	4,512.20
09000	EFT00281	10/15/25	1924	OYLA MAGAZINE INC	01202520585	20320	TEXTBOOKS	0.00	1,920.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202320100	20315	ADM REVIEW NEW BUDG	0.00	378.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202320100	20315	ADM LATE FEE	0.00	3.78
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202213200	20315	PS AUDIT FIRST INTE	0.00	735.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202213500	20315	PDO AUDIT FIRST INT	0.00	735.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202213570	20315	CANV AUDIT FIRST IN	0.00	735.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202213580	20320	BITS AUDIT FIRST IN	0.00	735.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202213620	20315	DL AUDIT FIRST INTE	0.00	735.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202213582	20320	LIT AUDIT FIRST INT	0.00	735.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202320100	20315	ADM AUDIT FIRST INT	0.00	735.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202520300	20315	COOP AUDIT FIRST IN	0.00	735.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202520585	20315	TEXTBOOK AUDIT FIRS	0.00	735.00
09000	EFT00282	10/15/25	1725	EIDE BAILLY	01202580400	20315	SRS AUDIT FIRST INT	0.00	735.00
TOTAL CHECK									7,731.78
09000	EFT00283	10/15/25	1209	CINCINNATI INSURANC	01202213582	20520	LIT INSURANCE	0.00	103.10
09000	EFT00283	10/15/25	1209	CINCINNATI INSURANC	01202213200	20520	PS INSURANCE	0.00	103.10
09000	EFT00283	10/15/25	1209	CINCINNATI INSURANC	01202213500	20520	PDO INSURANCE	0.00	103.10
09000	EFT00283	10/15/25	1209	CINCINNATI INSURANC	01202580400	20520	SRS INSURANCE	0.00	103.10
09000	EFT00283	10/15/25	1209	CINCINNATI INSURANC	01202520585	20520	TEXTBOOK INSURANCE	0.00	103.10
09000	EFT00283	10/15/25	1209	CINCINNATI INSURANC	01202320100	20520	ADM INSURANCE	0.00	103.10
09000	EFT00283	10/15/25	1209	CINCINNATI INSURANC	01202213580	20520	BITS INSURANCE	0.00	103.10
09000	EFT00283	10/15/25	1209	CINCINNATI INSURANC	01202213570	20520	CANV INSURANCE	0.00	103.10
09000	EFT00283	10/15/25	1209	CINCINNATI INSURANC	01202520300	20520	COOP INSURANCE	0.00	103.10
09000	EFT00283	10/15/25	1209	CINCINNATI INSURANC	01202213620	20520	DL INSURANCE	0.00	103.10
TOTAL CHECK									1,031.00

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SELECTION CRITERIA: transact.yr='26' and transact.period='2'
 ACCOUNTING PERIOD: 2/26

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM FLIGHT DIRECTOR	0.00	556.96
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM AESA REG DIR SY	0.00	199.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM MEAL POLK 9/10/	0.00	11.33
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM MEAL POLK 9/11/	0.00	39.98
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM MEAL POLK (REIM	0.00	67.37
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM BOOTH NASA/NASB	0.00	915.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM NASA/NASB CONF	0.00	80.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202213500	20580	PDO NASA/NASB CONF	0.00	40.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202580400	20580	SRS NASA/NASB CONF	0.00	40.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM TRAVEL UBER POL	0.00	19.94
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM MEAL POLK 9/15/	0.00	10.62
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM MEAL POLK 9/19/	0.00	19.79
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM PARKING POLK EP	0.00	96.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20610	ADM SUPPLIES BINDER	0.00	7.99
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	0120213500	20580	PDO SETDA REG EASTO	0.00	948.66
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01203500585	20320	TEXTBOOKS LINCOLN C	0.00	174.93
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202213500	20643	PDO MYSHORTANSWER	0.00	12.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	0120213500	20643	PDO RIVERSIDEFM POD	0.00	29.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202213500	20643	PDO RIVERSIDEFM TRA	0.00	0.87
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202213200	20643	PS GOOGLE WORKSPACE	0.00	158.40
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	0120213200	20643	PS ZAPIER.COM	0.00	239.88
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202213200	20643	PS ASANA.COM	0.00	134.90
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202520300	20580	COOP NSIAAA CONF RE	0.00	364.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20641	ADM LINCOLN STAR JO	0.00	29.98
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202580400	20643	SRS GODADDY NEBPS.0	0.00	23.19
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202580400	20643	SRS GODADDY ESUPLC.	0.00	10.19
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202580400	20580	SRS MEAL ISAACSON 9	0.00	9.72
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202580400	20580	SRS MEAL ISAACSON 9	0.00	22.04
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202580400	20580	SRS MEAL ISAACSON 9	0.00	23.08
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202520300	20643	COOP MAILCHIMP	0.00	93.50
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202580400	20580	SRS CYBER COURSE GA	0.00	129.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202580400	20643	SRS ATLISSIAN	0.00	10.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202580400	20580	SRS MEAL ISAACSON 9	0.00	23.08
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM MEAL POLK 9/16/	0.00	22.42
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM MEAL POLK 9/17/	0.00	36.40
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	0120213570	20580	CANV LODGING JOHNNO	0.00	110.00
09000	EFT00284	10/15/25	1039	UNION BANK & TRUST	01202320100	20580	ADM LODGING POLK AE	0.00	1,353.15
TOTAL CHECK								0.00	6,062.37
TOTAL CASH ACCOUNT								0.00	409,370.49
TOTAL FUND								0.00	409,370.49
TOTAL REPORT								0.00	409,370.49

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ESU COORDINATING COUNCIL
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ACCOUNTING PERIOD: 2/26

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	17910	V 05/07/25	1506	ESU 19	01203500580	20320	BITS REIMBUREMENT	0.00	-20,630.52
09000	17985	V 06/04/25	1924	OYLA MAGAZINE INC	01203500585	20320	TEXTBOOKS ST JOHNS	0.00	-1,920.00
09000	18189	V 08/29/25	1067	ESU 10	01203500580	20320	BITS BEHAVIOR ADV S	0.00	-16,575.00
09000	18189	V 08/29/25	1067	ESU 10	01202250530	20580	ESPD MEETING MEALS	0.00	-367.34
TOTAL CHECK								0.00	-16,942.34
09000	EFT00278	09/30/25	1039	UNION BANK & TRUST	01202320100	20320	ACH SETUP FEE	0.00	60.00
TOTAL CASH ACCOUNT								0.00	-39,432.86
TOTAL FUND								0.00	-39,432.86
TOTAL REPORT								0.00	-39,432.86