



ESUCC
ESUCC Regular Board Meeting
Wednesday, September 16, 2026, 8:00 AM
ESU 10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

Omaha World-Herald
ESUCC webpage
NE Public Meetings

Posted Date: 09/08/2026

Attendance Taken at 8:00 AM.

Dr. Bill Heimann (ESU 01):	Present
Mitch Hoffer (ESU 02):	Present
Dr. Dan Schnoes (NE) (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):	Present
James McGown (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Dr. Takako Olson (ESU 18):	Present
Dr. Kanyon Chism (ESU 19):	Present

Gerald Kuhn not present.

1. Call to Order

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

1.1. Roll Call

2. Welcome Visitors

No visitors present.

3. Public Comment

No public comments provided.

4. Consent Agenda Items

4.1. Approval of Minutes

4.2. Travel Expenses Exceeding Per Diem

4.3. Cooperative Purchasing Contracts

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

4.5. Policy 1005. Officers

4.6. Policy 1006. Annual Organizational Meeting

4.7. Policy 1020. Relationship with Attorney

4.8. Policy 3004. Depository

4.9. Approve Perry Guthery Haase & Gessford as attorneys of record for 2026 - 2027

4.10. Approve Union Bank and Trust as the official depository of the ESUCC for 2026 -2027

5. Non-Public Textbook Loan Project Profile

Andrew Easton, ESUCC Chief Learning Officer (CLO), and Erin Bussen, Project Secretary, reviewed the attached ESUCC Textbook Loan Program Project Spotlight for Sept 2026.

Questions:

- What percentage of high quality instructional materials are ordered by non-public schools? The percentage of high quality instructional materials ordered has not been tracked up to this point.
- How much does the ESUCC receive for administrative costs for the facilitation of the program? Per statute, we can ask for up to 5% of the allocation.

- Do materials get shipped to ESU 3 or are they shipped directly to the schools?
Materials get shipped directly to the school.

6. Petitions and Communications to the Board

6.1. Learning Community Update

Gerald Kuhn, Learning Community, was not present to provide an update.

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

No one from NDE present to provide an update.

6.3. Association of Education Service Agency (AESAs) Report

ESUCC CEO, Dr. Larianne Polk, and ESU 3 Administrator, Dr. Dan Schnoes, reviewed the upcoming meeting and conference dates listed below.

CEO Dr. Polk will also be attending the State Association Executive Directors In-Person Symposium, October 22-23, 2026, in Bloomington, MN.

7. Annual Budget for 2026-2027

ESUCC CEO Dr. Larianne Polk reviewed the attached ESUCC Board 2026-2027 document.

8. Chief Executive Officer (CEO) Report

ESUCC CEO Dr. Larianne Polk reviewed the attached CEO Report to the Board - September 2026 document. CEO Dr. Polk asked the Board to fill out the ESU Financial and Staffing Information Spreadsheet by October 31, 2026. The spreadsheet is linked in the Admins At-a-Glance document.

Questions:

- How does ESUCC take SMART from NE only to other states? The board approved for us to venture out of the state of Nebraska. ESUCC CEO Dr. Polk went through the business strategy framework with the out-of-state SMART idea. It does take additional time and ESUCC is seeking assistance with SMART training.

9. SMART Committee Report

ESU 15 Administrator, Phillip Picquet, provided the SMART Committee update. The SMART Admin Workgroup met on Monday, September 14, 2026.

10. Committee Reports

10.1. Executive Committee Report

ESUCC Board President, Dr. Bill Heimann, provided the update from the Executive Committee meeting held on September 15, 2026. ESUCC CEO, Dr. Larianne Polk, reviewed the attached Cash Reserve 2026-2027 document.

10.1.1. Claims, Financial Statements, and Assets for the Months of July and August
ESUCC CEO Dr. Larianne Polk reviewed the attached Budget Summary August 2026
Updated document.

10.1.2. August Expenses to be Paid in September

10.1.3. ESUCC Strategic Planning Board Retreat Report
ESUCC Board President, Dr. Bill Heimann, reviewed the attached ESUCC Board Retreat
Notes. President Heimann encouraged the board to review the notes and reach out to Greta
Leach if there is any feedback. The deadline to provide feedback to Greta Leach to be
included in the strategic plan work is September 23, 2026.

10.1.4. CEO Evaluation 2026-2027
ESUCC Board President, Dr. Bill Heimann, reviewed the CEO evaluation. There were no
recommended changes.

10.2. Education Resources

ESU 5 Administrator Dr. Brenda McNiff provided an update from the Education Resources
Committee meeting held September 15, 2026. The Committee discussed attendance at
Distance Learning (DL) meetings and encouraged more consistent participation.

ESU 17 Administrator Geraldine Erickson provided an update regarding Special Education
and noted that, for the current year, Part C costs cannot be paid using IDEA funds.

ESUCC CLO Andrew Easton noted that affiliate reports will be shared during different
months rather than monthly as in previous years. The tentative scheduled months are:

- ESPD - October, January (budget), March
- PLA - November, January (budget), May
- TLI - October, November (budget), April
- NOC - Report out in Info Services Committee Meeting

The Board discussed accessibility and compliance efforts. ESU 10 has an accessibility
compliance committee, provides templates for staff use, and utilizes Grackle for staff
working in Google. ESU 3 also uses scanning software to review their website for
accessibility compliance. ESU 11 utilizes Grackle and has held three meetings with schools
to review accessibility requirements related to Sparq agendas and minutes.

10.3. Legal Committee

ESU 15 Administrator, Phillip Picquet, provided the Legal Committee meeting update which
was held on September 15, 2026.

10.3.1. 2027 Annual Buy Terms and Conditions
ESUCC Cooperative Purchasing Director, Craig Peterson, noted that the majority of the
changes in the attached 2027-AB-Terms Conditions document include date changes.

10.3.2. Policy 1014. Meetings
ESUCC CEO Dr. Larianne Polk reviewed the requested changes to Policy 1014 - Meetings.
Based on changes made during the 2026 legislative session, Perry Law Firm recommended
updating the policy to reflect LB 596, which amended the notice requirements under the

Open Meetings Act. The updated requirements reduce the frequency with which notices of regular ESUCC Board meetings must be published in a newspaper from monthly to four times per year. ESUCC may continue to publish monthly newspaper notices but is no longer required to do so.

10.3.3. Policy 3030. Records Management and Disposition

ESUCC CEO Dr. Larianne Polk reviewed the requested changes to Policy 3030 - Records Management and Disposition. Based on the 2026 legislative session, Perry Law Firm recommends the following update to Policy 3030. Records Management and Disposition: LB 596 updated references in the record retention laws to better reflect current technology and electronic storage capabilities. Policy 3030 has been updated and streamlined to reflect these changes.

10.3.4. ESUCC Legislative Priorities

ESUCC CEO Dr. Larianne Polk reviewed the attached ESUCC Legislative Priorities 2027-2029, 110th Session document. CEO Dr. Polk will create a fact sheet for each of the priorities listed on this document. There was a suggestion to change the numbers to bullet points on the document as to not infer priority order.

10.3.5. Travel and Expense Reimbursement (per Diem) Policy Draft

ESUCC CEO Dr. Larianne Polk reviewed the attached Travel and Expense Reimbursement (Per Diem) Policy Draft. During discussion, the Board considered whether the policy should provide additional guidance regarding lodging expenses, as the current draft focuses primarily on per diem reimbursement for meals. The Board also discussed whether the policy should establish a minimum travel distance or other criteria for determining when an overnight stay is appropriate.

10.4. Information Services Committee

ESU 4 Administrator, Gregg Robke, provided the Information Services Committee meeting update which was held on September 15, 2026.

10.4.1. Nebraska Education Data Collaborative Project

Scott Isaacson, ESUCC CIO, reviewed the attached Statewide Services Decision Tree, SMART Partner Roadmap, and SMART NEDC TwoPart documents. Chris Wlaschin, Information Systems Officer at the Nebraska Department of Education, also provided input on the potential project.

11. ESU Share Out and New Chief Administrator Topics

ESU 9 Administrator, Drew Harris, provided the board with a document to review.

12. Take Aways

13. Adjournment

The Board Meeting adjourned at 11:01am.

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

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; applicability of section.

(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 by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public.

(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, notice shall be given at least four times each year of the regular meeting schedule, the location, and the method designated by the public body to provide reasonable advance publicized notice. Such notice shall be given by publication in a legal newspaper of general circulation within the public body's jurisdiction.

(ii) Subdivision (1)(b)(i) of this section shall not apply in the case of the governing body of a city of the second class or village, any advisory committee of such governing body, the governing body of a rural or suburban fire protection district, or any public body that only meets intermittently and is not required to hold regular meetings.

(iii) Failure to comply with subdivision (1)(b)(i) of this section shall not cause any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken at a meeting of the public body to be void or voidable.

(c) For a public body that decides to publish notice in a newspaper of general circulation within the public body's jurisdiction to meet the notice requirement in subdivision (1)(a) of this section, in case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (i) post such notice on its website, if available, (ii) 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 (iii) 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)(c)(i) and (iii) of this section and a written record of the request to the newspaper pursuant to subdivision (1)(c)(ii) 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.

(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, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, 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, (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, (E) the Semiquincentennial Commission, (F) the board of trustees of the Nebraska State Historical Society, or (G) any local foster care review board, 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.

(9) This section does not apply to a meeting of the Nebraska Power Review Board or a public power district, a public power and irrigation district, an electric membership association, an electric cooperative company, a municipality having a generation and distribution system, or a registered group of municipalities if such meeting is subject to section 70-1034.

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 instate location to members, the public, or the press, if requested twenty-four hours in advance;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

84-1415. Open Meetings Act; requirements; waiver; validity of action.

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

Revised 07/18/2026



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Educational Service Unit Administrators 2026-2027

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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: 402-809-1522
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

Rule 84 Meeting

Tuesday, July 28, 2026, 1:00 PM

Younes North Conference Center, 707 Talmadge St, Kearney, NE 68845

Posted Locations:

Omaha World-Herald

ESUCC webpage

NE Public Meetings

Posted Date: 07/20/2026

Attendance Taken at 12:56 AM.

Dr. Bill Heimann (ESU 01):	Present
Mitch Hoffer (ESU 02):	Present
Dr. Dan Schnoes (NE) (ESU 03):	Present
Gregg Robke (ESU 04):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr. Brian Maschmann (ESU 06):	Present
Marci Ostmeyer (ESU 07):	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):	Present
James McGown (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Dr. Takako Olson (ESU 18):	Absent
Dr. Kanyon Chism (ESU 19):	Absent

Attendance Update Taken at 2:51 PM.

Marci Ostmeyer (ESU 07):	Present
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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 Rule 84 Meeting was called to order at 1:02pm.

1.1. Roll Call

Four ESU Administrators were unable to attend the Rule 84 Meeting. Each absent Administrator designated a representative to attend in their place.

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 Executive Secretary to the ESUCC Chief Executive Officer. 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 additional visitors present.

3. Public Comment

To be heard at this meeting, the "Request to be Heard" form has been completed and submitted to the Executive Secretary to the ESUCC Chief Executive Officer. 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. Rule 84 Meeting

ESUCC CEO Dr. Larianne Polk worked through the attached July 2026, Rule 84 document for the Rule 84 attendees.

5. Adjournment

The Rule 84 Meeting adjourned at 4:11pm.

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



ESUCC

ESUCC Budget Preview and Board Meeting

Wednesday, July 29, 2026, 3:00 PM

Younes North Conference Center, 707 Talmadge St, Kearney, NE 68845

Posted Locations:

Omaha World-Herald

ESUCC webpage

NE Public Meetings

Posted Date: 07/20/2026

Attendance Taken at 3:00 PM.

Dr. Bill Heimann (ESU 01):	Present
Mitch Hoffer (ESU 02):	Present
Dr. Dan Schnoes (NE) (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):	Present
Phillip Picquet (ESU 15):	Present
James McGown (ESU 16):	Present
Geraldine Erickson (ESU 17):	Present
Dr. Takako Olson (ESU 18):	Present
Dr. Kanyon Chism (ESU 19):	Absent

Attendance Update Taken at 3:47 PM.

James McGown (ESU 16): Absent

Attendance Update Taken at 4:02 PM.

Dr. Takako Olson (ESU 18): 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 ESUCC Budget Preview and Board Meeting was called to order at 3:00pm.

1.1. Roll Call

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 Executive Secretary to the ESUCC Chief Executive Officer. 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 Executive Secretary to the ESUCC Chief Executive Officer. 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 were provided.

4. NCSA - Ambassador Program Updates

Kevin Wingard, NCSA Ambassador and the NCSA Team joined to review the attached NCSA Ambassador ESUCC Report document.

5. 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 (NE), Dan (ESU 03) and a second by Dahl, Corey (ESU 08).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Dr. Dan Schnoes (NE) (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Marci Ostmeyer (ESU 07):	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
Geraldine Erickson (ESU 17):	Yea
Dr. Takako Olson (ESU 18):	Yea

Yea: 16, Nay: 0

5.1. Approval of Minutes

This is a consent item.

5.2. Travel Expenses Exceeding Per Diem

- Craig Peterson, Cooperative Purchasing Director - AEPA (April 27-29, 2026)
 - Lodging: Per Diem = \$366. Actual Cost = \$747.99
 - Meals: Per Diem = \$280. Actual Cost = \$0
 - Total Overage = \$101.99
- Scott Isaacson, ESUCC CIO - PDO Celebration & ESUCC Committee Meetings (May 12-14, 2026)
 - Lodging: Per Diem = \$220. Actual Cost = \$398
 - Meals: Per Diem = \$170. Actual Cost = \$0
 - Total Overage = \$8
- Dr. Larianne Polk, ESUCC CEO - HEROES Training (June 11, 2026)
 - Lodging: Per Diem = \$110. Actual Cost = \$249

- Meals: Per Diem = \$102. Actual Cost = \$0
 - Total Overage = \$37
- Dr. Larianne Polk, ESUCC CEO - 2026 AESA Summer Leadership Conference (July 12-17, 2026)
 - Lodging: Per Diem = \$705. Actual Cost = \$1,245.93
 - Meals: Per Diem = \$387. Actual Cost = \$115
 - Total Overage = \$268.93
- William (Bill) Schroeder, Canvas Specialist - 2026 InstructureCon Conference (July 20-24, 2026)
 - Lodging: Per Diem = \$536. Actual Cost = \$1,124.88
 - Meals: Per Diem = \$280. Actual Cost = \$105.01
 - Total Overage = \$413.89
- Shara Johnson, Canvas Specialist - 2026 InstructureCon Conference (July 20-24, 2026)
 - Lodging: Per Diem = \$536. Actual Cost = \$1,124.88
 - Meals: Per Diem = \$280. Actual Cost = \$155.51
 - Total Overage = \$464.39

This is a consent item.

5.3. Policy 1007. Committees

This is a consent item.

5.4. Policy 3011. Distance Education Project

This is a consent item.

5.5. Policy 4017. Anti-Discrimination and Harassment

This is a consent item.

5.6. Approve ESUCC CLO, Andrew Easton, as the Distance Learning Director for 2026 - 2027

This is a consent item.

5.7. Approve Home Base for Staff for Next Year

This is a consent item.

6. Policy 1008. Standing Committees

Information Services Committee

The Information Services Committee shall have the following duties and authority: Reviews and makes recommendations to the Board regarding any technology related items including but not limited to cybersecurity, **and relevant** ESU Professional **Development** Organization affiliates (~~Teaching and Learning with Technology Through Innovation (TLTI) and Network Operations Committee (NOC)~~).

Educational Resources Committee

The Educational Resources Committee shall have the following duties and authority: Reviews and makes recommendations to the Board regarding efforts by ~~the~~ ESU Professional Development Organization (PDO) and ~~its related affiliates, (Teaching and Learning Through Innovation (TLI) and Professional Learning Affiliate (PLA)), and~~ other professional development items, ~~Reviews~~ statewide initiatives (~~SRS, Project para, ILCD~~), and ~~other~~ statewide ~~as well as other~~ Special Education items ~~in the state~~.

Recommended Motion: Discuss, consider, and take all necessary action to approve the revisions to Policy 1008. Standing Committees, as presented.

ESUCC CEO Dr. Larianne Polk reviewed the changes to Policy 1008. Standing Committees. Discuss, consider, and take all necessary action to approve the revisions to Policy 1008. Standing Committees, as presented Passed with a motion by Barrett, Laura (ESU 13) and a second by Erickson, Geraldine (ESU 17).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Dr. Dan Schnoes (NE) (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Marci Ostmeyer (ESU 07):	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
Geraldine Erickson (ESU 17):	Yea
Dr. Takako Olson (ESU 18):	Yea

Yea: 16, Nay: 0

7. Policy 3014. Coffee Act Policy (Reimbursable Expenses)

b. Reimbursement of Expenses. The ESUCC will pay the registration costs, tuition costs, fees or charges for attendance by staff at such approved functions. The ESUCC will pay mileage at the rate allowed by law (the rate established by the Department of Administrative Services) or actual travel expenses if travel is authorized by commercial means. The ESUCC will pay for meals and lodging at a rate not exceeding the applicable federal rate, unless a fully itemized claim is submitted substantiating the costs actually incurred in excess of such rate and such additional expenses are expressly approved by the Board. **Notwithstanding anything to the contrary, when a meal is included in a conference registration fee or otherwise provided as part of the event, the ESUCC will not reimburse or separately pay for another meal during the**

same meal period unless extraordinary circumstances exist and are documented and approved in accordance with this policy.

For employees and volunteers, the ESUCC will pay costs and make reimbursements in the same manner as provided above for Board member attendance, unless otherwise established by policy, Board action, or contract.

2. Working Meals. The ESUCC recognizes that, in limited circumstances, official business may require Board members, employees, volunteers, or invited participants to conduct business during a meal period. Consistent with Nebraska law, the ESUCC may directly purchase or reimburse the reasonable cost of a working meal when the meal is necessary for official ESUCC business.

A working meal shall be reimbursable only when all of the following conditions are met: (1) the primary purpose of the meeting is for official ESUCC business; (2) the meeting occurs during a regular meal period; (3) conducting business during the meal is reasonably necessary due to scheduling, travel, and/or the length of the meeting; and (4) the cost of the meal is reasonable.

Each working lunch must include documentation to demonstrate compliance with this policy, including (when applicable): (1) a meeting agenda or description of the purpose of the working lunch; (2) the names of individuals attending the working lunch; (3) an itemized receipt; and (4) any notes taken during the meeting.

A working meal does not include a meal or gathering for personal convenience. No working meal may include alcohol or the purchase of any food or beverage for the spouse of any ESUCC staff member or board member.

3. Meeting Refreshments (Non-Working Meals). Non-alcoholic beverages may be provided to individuals attending public meetings. Meals may be provided to Board members, employees and volunteers attending joint meetings with other governing bodies **or as otherwise authorized under Section 2 of this policy. When the Board President or Chief Executive Officer determines it to be in the best interests of the ESUCC and not in the form of a requirement, because of timing or duration of a meeting or ESUCC activity, or other factors, the Board authorizes other nutritional refreshments to be provided to persons attending public meetings or in other appropriate or necessary situations **consistent with this policy and applicable law.****

4. Spouses. This policy does not authorize the expenditure of public funds to pay for any expenses incurred by a spouse of a Board member, employee, or volunteer unless the spouse is also a Board member, employee or volunteer or unless the expenditure is otherwise permitted by law.

5. General. Payment or reimbursement for expenses incurred by Board members, employees or volunteers may be allowed to the extent otherwise specifically permitted by law. The authority necessary to carry out the provisions of this policy should be and is hereby delegated from the Board to the designated officials as indicated herein.

All expenditures authorized by this policy shall serve a public purpose, be reasonable and necessary under the circumstances, and be supported by documentation sufficient to demonstrate compliance with Nebraska law and this policy.

Recommended Motion: Discuss, consider, and take all necessary action to approve the revisions to Policy 3014. Coffee Act Policy (Reimbursable Expenses), as presented. ESUCC CEO Dr. Larianne Polk reviewed the changes recommended by legal council to Policy 3014. Coffee Act Policy (Reimbursable Expenses).

Discuss, consider, and take all necessary action to approve the revisions to Policy 3014. Coffee Act Policy (Reimbursable Expenses), as presented Passed with a motion by Dahl, Corey (ESU 08) and a second by Erickson, Geraldine (ESU 17).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Dr. Dan Schnoes (NE) (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Marci Ostmeyer (ESU 07):	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
Geraldine Erickson (ESU 17):	Yea
Dr. Takako Olson (ESU 18):	Yea

Yea: 16, Nay: 0

8. Claims, Financial Statements, and Assets for the Months of May and June

Other financial reports are available upon request to the ESUCC CEO.

Recommended Motion: Discuss, consider, and take all necessary action to approve the claims, financial statements, and assets for the months of May and June.

ESUCC CEO Dr. Polk reviewed the attached Budget Summary June 2026 Updated document.

Discuss, consider, and take all necessary action to approve the claims, financial statements, and assets for the months of May and June Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Schnoes (NE), Dan (ESU 03).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Dr. Dan Schnoes (NE) (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea

Dr. Brenda McNiff (ESU 05): Yea
 Dr. Brian Maschmann (ESU 06): Yea
 Marci Ostmeyer (ESU 07): 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
 Geraldine Erickson (ESU 17): Yea
 Dr. Takako Olson (ESU 18): Yea
 Yea: 16, Nay: 0

9. June Expenses to be Paid in July

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

Discuss, consider, and take all necessary action to approve the June expenses to be paid in July
 Passed with a motion by Picquet, Phillip (ESU 15) and a second by Harris, Drew (ESU 09).

Dr. Bill Heimann (ESU 01): Yea
 Mitch Hoffer (ESU 02): Yea
 Dr. Dan Schnoes (NE) (ESU 03): Yea
 Gregg Robke (ESU 04): Yea
 Dr. Brenda McNiff (ESU 05): Yea
 Dr. Brian Maschmann (ESU 06): Yea
 Marci Ostmeyer (ESU 07): 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
 Geraldine Erickson (ESU 17): Yea
 Dr. Takako Olson (ESU 18): Yea
 Yea: 16, Nay: 0

10. Employment Contract for Zoe Shankland, PowerSchool Support Specialist
 NebPS Coop is excited to have Zoe Shankland, PowerSchool Support Specialist, as part of the team as of July 1, 2026. NebPS Coop funds this position.

Recommended Motion: Discuss, consider, and take all necessary action to affirm the hiring of Zoe Shankland by ESU 17 for the PowerSchool Support Specialist position.

Discuss, consider, and take all necessary action to affirm the hiring of Zoe Shankland by ESU 17 for the PowerSchool Support Specialist position Passed with a motion by Harris, Drew (ESU 09) and a second by Barrett, Laura (ESU 13).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Dr. Dan Schnoes (NE) (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Marci Ostmeyer (ESU 07):	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
Geraldine Erickson (ESU 17):	Yea
Dr. Takako Olson (ESU 18):	Yea

Yea: 16, Nay: 0

11. Employment Contract for Matt Marron, Level 3 Software Developer/Integrator

ESUCC is looking forward to adding Matt Marron, Level 3 Software Developer/Integrator, to the team on August 3, 2026. ESUCC will fund this position.

Recommended Motion: Discuss, consider, and take all necessary action to affirm the hiring of Matt Marron by ESU 17 for the Level 3 Software Developer/Integrator position.

Discuss, consider, and take all necessary action to affirm the hiring of Matt Marron by ESU 17 for the Level 3 Software Developer/Integrator position Passed with a motion by McGown, James (ESU 16) and a second by Wheelock, Melissa (ESU 10).

Dr. Bill Heimann (ESU 01):	Yea
Mitch Hoffer (ESU 02):	Yea
Dr. Dan Schnoes (NE) (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Marci Ostmeyer (ESU 07):	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
Geraldine Erickson (ESU 17): Yea
Dr. Takako Olson (ESU 18): Yea
Yea: 16, Nay: 0

12. Budget Preview

ESUCC CEO Dr. Polk will give a preview of the 2025-2026 ESUCC budget.
ESUCC CEO Dr. Polk reviewed the attached Budget Pre-View 26-27 slides.

13. 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

ESUCC CEO Dr. Larianne Polk reviewed the attached CEO Report to the Board - July 2026 document.

14. SMART Enhancement Update

ESUCC CIO Scott Isaacson will introduce a potential Ed-Fi supported project to implement data enhancements for SMART.

ESUCC CIO Scott Isaacson provided an update on potential Ed-Fi projects. The first project would be to enhance data sharing for SMART. The second project would be supportive of an existing Nebraska initiative.

15. Association of Education Service Agency (AESA) Report

Upcoming Events and Updates

- AESA's 2026 Advocacy in Action Conference: September 23-25, 2026 at the Hyatt Regency Washington on Capitol Hill in Washington, D.C.
- Recap of AESA Summer Leadership Conference: July 14-16, 2026 in Riverside, CA.
- Reminder: AESA Membership extends to staff.

Dr. Dan Schnoes, ESU 3 Administrator, provided a recap of AESA Summer Leadership Conference: July 14-16, 2026 in Riverside, CA.

Reminder, AESA membership extends to staff.

AESA's 2026 Advocacy in Action Conference: September 23-25, 2026 at the Hyatt Regency Washington on Capitol Hill in Washington, D.C. Currently, ESUCC CEO Dr. Larianne Polk and

ESU 3 Administrator, Dr. Dan Schnoes, are attending.

AESA's 2026 Annual Conference: December 2-4, 2026 at the Hilton Orlando in Orlando, Florida. ESUCC CLO Andrew Easton will host a live podcast during this conference.

16. Adjournment

The ESUCC Budget Preview and Board Meeting adjourned at 4:02pm.

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



ESUCC
Strategic Planning - Half Day Board Retreat
Tuesday, August 18, 2026, 10:00 AM
ESU 3, 6949 South 110th Street, LaVista, NE 68128

Posted Locations:

Omaha World-Herald
ESUCC webpage
NE Public Meetings

Posted Date: 08/02/2026

Attendance Taken at 10:00 AM.

Dr. Bill Heimann (ESU 01):	Present
Mitch Hoffer (ESU 02):	Present
Dr. Dan Schnoes (NE) (ESU 03):	Present
Gregg Robke (ESU 04):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr. Brian Maschmann (ESU 06):	Absent
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):	Present
James McGown (ESU 16):	Absent
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 Strategic Planning - Half Day Board Retreat was called to order at 10:00am.

1.1. Roll Call

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 Executive Secretary to the ESUCC Chief Executive Officer. 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, must be completed and submitted to the Executive Secretary to the ESUCC Chief Executive Officer. 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 public comments provided.

4. Strategic Planning

Greta Leach, Mission Matters, will facilitate a strategic planning discussion with the ESUCC board.

Greta Leach of Mission Matters facilitated a strategic planning discussion with the ESUCC Board and gathered input to inform the strategic planning process. Contact ESUCC CEO Dr. Larianne Polk for a complete report summarizing the strategic priorities.

5. Adjournment

The Strategic Planning - Half Day Board Retreat adjourned at 1:55pm.

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

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between the Educational Service Unit Coordinating Council, commonly known as ESUCC ("ESUCC"), and Alcester-Hudson School District 61-1, commonly known as Alcester-Hudson School. The parties are referred to collectively as "Agencies."

WHEREAS, the Act, provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, each entity is a "public agency" pursuant to NEB. REV. STAT. § 13-803(2), as amended;

WHEREAS, the ESUCC and Alcester-Hudson School District 61-1 desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

WHEREAS, each party agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider;

WHEREAS, the Agencies desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Agencies;

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership,

awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Alcester-Hudson School District 61-1 commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

WHEREAS, the Agencies have passed resolutions authorizing each Agency to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

3. Purpose. The purposes of this Agreement are as provided in the Recitals and paragraph 6.

4. Term. This Agreement shall remain in full force and effect until terminated or modified by mutual agreement of the parties.

5. Administration. The ESUCC Executive Director shall be responsible for administering the cooperative undertaking described in this Agreement. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

6. Bids and Contracts. Each party from time to time may solicit public bids and enter into contracts on its own behalf to purchase supplies, material, equipment, and services. Each of the parties agrees to extend to the other party the right to purchase pursuant to such bids and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder,

contractor, vendor, supplier, or service provider. Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

7. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. The Agencies do not anticipate a need to acquire, hold, or dispose of real property to accomplish the purposes of this Agreement. The Agencies' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Agencies.

8. Financing and Budgeting. Each party will finance its respective responsibilities under this agreement through its existing internal financing and budgeting processes. The parties shall provide a copy of their respective budgets to the Administrator upon request.

9. Expenses. Unless provided otherwise herein, all expenses of this Agreement shall be shared and paid equally by the Agencies.

10. Taxes. This Agreement does not grant the Agencies any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816.

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

12. Employment Eligibility Verification. The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska.

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

13. Termination. Either party may terminate this agreement by providing written notice to the other party not less than 60 days prior to termination. Any funds contributed to or for the benefit of this Agreement in possession of any of the Agencies upon termination of this Agreement shall be divided as nearly as practicable in proportion to the amounts contributed over the life of the Agreement. Any other personal property owned by any of the Agencies as a result of this Agreement shall be the property of the party that purchased it. In the event that the cost of the personal property was shared equally by the Agencies, the property shall be liquidated or distributed in kind upon the termination of this Agreement. If a dispute arises between the Agencies as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being divided equally by the Agencies. Termination shall not impair a party's obligation for its share of any outstanding indebtedness incurred under this Agreement.

14. Withdrawal. An Agency's governing board may withdraw from this Agreement by passing a resolution and submitting a copy of it to the other Agency at least 60 days in advance of the stated date of withdrawal. Withdrawal shall not impair an Agency's obligation for its share of any outstanding indebtedness.

15. Insurance. Each party shall obtain and pay for its own insurance coverage for their participation in this Agreement.

16. Notice. Each Agency giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the Agency's then executive officer or the governing board's president, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC
Attn: Executive Director
6949 South 110th Street
LaVista, NE 68128

Alcester-Hudson School: Alcester-Hudson School District 61-1
Attn: _____
409 East 6th Street
Alcester, SD 57001

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

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

18. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement shall remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

19. Counterparts. The Agencies may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Agencies need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Agencies to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Agency to the other Agencies. In proving this Agreement, an Agency must produce or account only for the executed counterpart of the Agency to be charged.

20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility

contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

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

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____

Larianne Polk

Chief Executive Officer

Signature: _____ Date: _____

Printed Name: _____

Title: _____

RESOLUTION

WHEREAS, on September 16, 2026, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreement with Alcester-Hudson School District 61-1 to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

AND WHEREAS, consideration of the matter was a duly advertised agenda item for the said meeting of the ESUCC;

AND WHEREAS, an opportunity was afforded any interested party to comment on the matter; and the ESUCC being apprised of the various aspects of the issue;

AND WHEREAS, the Board has determined that entering into the Interlocal Agreement is in the best interests of the ESUCC and its members and is appropriate to provide for the efficient and effective operation of the ESUCC;

NOW BE IT THEREFORE RESOLVED that the ESUCC's Executive Director be authorized on behalf of the ESUCC, pursuant to this Resolution, to affix his signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

It was so moved by _____ and seconded by _____ this 16th day of September, 2026.

Roll call vote as follows:

Name	<u>Yes</u>	<u>No</u>
ESU 1: _____	_____	_____
ESU 2: _____	_____	_____
ESU 3: _____	_____	_____
ESU 4: _____	_____	_____
ESU 5: _____	_____	_____
ESU 6: _____	_____	_____

ESU 7:	_____	_____	_____
ESU 8:	_____	_____	_____
ESU 9:	_____	_____	_____
ESU 10:	_____	_____	_____
ESU 11:	_____	_____	_____
ESU 13:	_____	_____	_____
ESU 15:	_____	_____	_____
ESU 16:	_____	_____	_____
ESU 17:	_____	_____	_____
ESU 18:	_____	_____	_____
ESU 19:	_____	_____	_____



2026-2029 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Staples Contract & Commercial, LLC ("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 Net Sales. This fee will be submitted to ESUCC on a within 45 days after the end of the calendar quarter - beginning from the Effective Date of this Agreement -

Net Sales. The gross sales price of Products purchased pursuant to a Program Exhibit, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases made via

(i) Staples.com, (ii) any Seller retail channel; and (iii) any channel other than StaplesBusiness.com or a punch-out to StaplesBusiness.com

4. **Term.** This Agreement is effective on March 1, 2026 ("Effective Date") and shall continue until 12:00 midnight (CST) on February 28, 2029, 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 30 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. Each Party (the "Indemnifying Party") hereby waives and agrees to indemnify and save harmless the other party, its officials, agents, employees, and volunteers (collectively, "Indemnitees"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnitees in consequence of the granting of this Agreement or which may otherwise result therefrom.

B. The Indemnifying Party shall, at its 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 Indemnitees in any such action, the Indemnifying Party shall, at its own expense, satisfy and discharge the same.

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

E. These obligations to indemnify and save harmless 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: 04-3390816
- 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: Staples Contract & Commercial, LLC
500 Staples Drive
Framingham, MA 01702
Attn: Legal Dept.

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 first executing an agreement at least protective as this Agreement.
- 30. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 31. Rights and Remedies Cumulative.** Any enumeration of 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
 - Exhibit E - AI-Powered Educational Tools Privacy Addendum

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

CONTRACTOR

COOPERATIVE

By: Erica Higgins
Erica Higgins (Mar 2, 2026 09:47:17 EST)
Name: Erica Higgins
Title: VP Sales
Date: 03/02/2026

By: Larianne Polk
Larianne Polk (Mar 2, 2026 16:41:34 CST)
Name: Larianne Polk
Title: Chief Executive Officer
Date: 03/02/2026

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Sourced Goods

- Staples Advantage customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these "Sourced Goods" and services to NJPA and its participating Members.
- The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Staples and the applicable participating Member at the time the order is placed.
- Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering member.

Products Included - Office, Classroom, Toner, Paper, Managed Print Services (MPS), Technology, Facilities, Safety, and Transactional Furniture. Also, Custom Print, Promotional products, Digital Copy, and specials plus additional incidental items included as "Sourced Goods". Lease/service contract options for Coffee, Water, Ware Wash, and MPS are also included in this offering

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

Pricing:

- Hot List

- Net Priced: Approximately 2,000 items (subject to change per contract terms)
- Primarily paper, petroleum-based and other industry-related products with potentially volatile pricing due to product content and/or manufacturing processes
- Price changes require NJPA approval.

- Core List

- Net Priced: Approximately 20,000 items. Primarily In-stock Office, Classroom, Technology and Facilities Supplies. (Subject to change per contract terms)
- Prices fixed for sixty (60) days and thirty (30) days thereafter.

- Non-Core Items.

- Non-Core Items are those items that are not on the Hot List or Core List, and available on StaplesBusiness.com. For those Non-Core Items that appear on Staples.com, such Non-Core Items will be priced based on the current national StaplesBusiness.com price for such items, which Supplier will update on a weekly basis, provided that such pricing is exclusive of tier pricing, closeouts, promotions and/or specials.
- The prices for Non-Core Items that are not available for purchase on StaplesBusiness.com shall appear on StaplesBusiness.com, and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Contract Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee

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

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): Olivia Malik
Contact email address: Olivia.Malik@Staples.com
Contact Phone: 414-216-6031
- d. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Erin Turner
- b. Title: Key Account Executive
- c. Phone: 515-210-3746
- d. Email: erin.turner@staples.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): Olivia Malik
Contact email address: Olivia.Malik@Staples.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
6949 South 110th Street
LaVista, NE 68128

6. **Product Information URL:** www.StapleBusiness.com

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." Student 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.

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.

5.7 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. Upon reasonable request, provide 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, no more than once annually.

2026-03-02 Staples-ESUCC Special Buy Agreement

Final Audit Report

2026-03-02

Created:	2026-03-02
By:	Jenny Ciano (jciano@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQu_Kx0K__9P4aPdLTi5qM6Z2Efqn1dr_

"2026-03-02 Staples-ESUCC Special Buy Agreement" History

-  Document created by Jenny Ciano (jciano@esucc.org)
2026-03-02 - 1:32:20 PM GMT
-  Document emailed to erica.higgins@staples.com for signature
2026-03-02 - 1:35:05 PM GMT
-  Email viewed by erica.higgins@staples.com
2026-03-02 - 2:46:35 PM GMT
-  Signer erica.higgins@staples.com entered name at signing as Erica Higgins
2026-03-02 - 2:47:15 PM GMT
-  Document e-signed by Erica Higgins (erica.higgins@staples.com)
Signature Date: 2026-03-02 - 2:47:17 PM GMT - Time Source: server
-  Document emailed to Larianne Polk (lpolk@esucc.org) for signature
2026-03-02 - 2:47:20 PM GMT
-  Email viewed by Larianne Polk (lpolk@esucc.org)
2026-03-02 - 10:41:16 PM GMT
-  Document e-signed by Larianne Polk (lpolk@esucc.org)
Signature Date: 2026-03-02 - 10:41:34 PM GMT - Time Source: server
-  Agreement completed.
2026-03-02 - 10:41:34 PM GMT



2026-2029 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Viosoph, LLC ("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.** ~~Administrative Fee.~~ Contractor shall calculate and remit an administrative fee of 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. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

from the Cooperative. Failure to receive an invoice from the Cooperative does not relieve the Contractor of the obligation to remit fees by the established deadline.

4. **Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, 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, to the extent arising out in consequence of or resulting from the negligence, willful misconduct, or breach granting of this Agreement by the Contractor or its employees, agents, or subcontractors 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-occurrence~~ and \$~~25,000,000 per-occurrence~~General Aggregate; 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:
42-2648114
- 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: Viosoph, LLC
1022 Brickyard Dr
Hooper, NE 68031

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 Contractor hereby certifies that: (1) the Company Contractor is not a "scrutinized company" (as defined by state and federal law); (2) the Company Contractor 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
 - Exhibit E - AI-Powered Educational Tools Privacy Addendum

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

CONTRACTOR**COOPERATIVE**

By: _____

By: _____

Name: Andrew Boell_____Name: Larianne Polk_____Title: Founder_____Title: Chief Executive Officer_____

Date: _____

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR INSERT SCOPE OF GOODS>>

<u>SKU</u>	<u>Description</u>
<u>FM-MSN-BND-MSN-MM-MO</u>	<u>Subscription of a client bundle services and access to one (1) CIS Control v8 assessment and one (1) NIST CSFv2 assessment for 12 months. Paid for monthly (requires 12 month commitment)</u>
<u>FM-MSN-BND-MSN-MM-AN</u>	<u>Subscription of a client bundle services and access to one (1) CIS Control v8 assessment and one (1) NIST CSFv2 assessment for 12 months. Paid annually</u>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

<u>SKU</u>	<u>Price</u>	<u>Term</u>
<u>FM-MSN-BND-MSN-MM-MO</u>	<u>\$99 per month</u>	<u>12 months</u>
<u>FM-MSN-BND-MSN-MM-AN</u>	<u>\$990 per year</u>	<u>12 months</u>

2. Payment Terms/ Payment Schedule

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

3. Sales Representative Contact

- a. First, Last name: DJ Sayles
- b. Title: Co-Founder & Sales
- c. Phone: (402) 359-0711
- d. Email: dsayles@frameworkmapper.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): Andy Boell
Contact email address: aboell@frameworkmapper.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
6949 South 110th Street
LaVista, NE 68128

6. **Product Information URL:** <https://www.frameworkmapper.com>



EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

The Software License Agreement governing the goods and services described in Exhibit "A" is the Viosoph, LLC Software License Agreement set forth directly within this Exhibit "D." In the event of any conflict or inconsistency between the Software License Agreement and this Agreement or any other Exhibit hereto, the terms of this Agreement and its other Exhibits control.
~~The Software License Agreement governing the goods and services described in Exhibit "A" is the Viosoph, LLC Software License Agreement, delivered to the Cooperative as a separate document concurrently with this Agreement and incorporated herein by this reference as if fully set forth in this Exhibit "D." In the event of any conflict or inconsistency between the Software License Agreement and this Agreement or any other Exhibit hereto, the terms of this Agreement and its other Exhibits control.~~

Nebraska ESUCC Cooperative Purchasing · Viosoph LLC · FrameworkMapper

This Exhibit D (this "License") is attached to and incorporated into the Special Buy Agreement (the "Agreement") between the Nebraska ESUCC Cooperative Purchasing (the "Cooperative") and Viosoph LLC ("Contractor"). Capitalized terms used but not defined in this License have the meanings given in the Agreement. This License governs each Member's access to and use of the FrameworkMapper software-as-a-service platform (the "Services") purchased under the Agreement.

1 PRECEDENCE

- 1.1 Order of precedence. In the event of any conflict or inconsistency between this License and the Agreement or Exhibits A, B, C or E, the Agreement and those Exhibits control.
- 1.2 No modification by online terms. No click-through, browse-wrap, shrink-wrap or other terms presented in the course of registering for or accessing the Services modify, supplement or supersede the Agreement or this License, and no acceptance of such terms by a Member's personnel binds the Member, the Cooperative or any Educational Service Unit.
- 1.3 No modification by ordering document. Preprinted or standard terms appearing on a Member's purchase order, requisition or similar ordering document are of no effect, except as to the identity of the Member, the items ordered, quantities, prices, and billing and delivery information.

2 **DEFINITIONS**

- 2.1 “Authorized User” means an employee, officer or contractor of a Member whom the Member authorizes to access the Services on its behalf.
- 2.2 “Documentation” means the user guidance Contractor makes generally available for the Services.
- 2.3 “Member Organization” means the single Member entity identified on an Order as the subject of the assessment.
- 2.4 “Order” means a purchase order or other ordering document issued by a Member, referencing the Agreement, and accepted by Contractor.
- 2.5 “Subscription Term” means the twelve (12) month period during which a Member Organization is licensed to use the Services under an Order.

3 **GRANT OF LICENSE**

- 3.1 Grant. Subject to the Agreement and this License, Contractor grants to each Member issuing an accepted Order a non-exclusive, non-transferable, non-sublicensable license, during the Subscription Term, to access and use the Services for the Member Organization’s own internal purposes.
- 3.2 Scope of an Order. Each Order licenses one (1) Member Organization. The Services licensed under Exhibit B comprise the FrameworkMapper platform, together with access to one (1) CIS Controls v8 assessment and one (1) NIST Cybersecurity Framework v2.0 assessment, for the Subscription Term.
- 3.3 Authorized Users. A Member may permit up to five (5) of its Authorized Users to access the Services on behalf of the Member Organization. The Member is responsible for its Authorized Users’ compliance with this License.
- 3.4 Commencement. Unless an Order provides otherwise, the Subscription Term begins on the date Contractor first makes the Services available to the Member and continues for twelve (12) months.
- 3.5 Reservation. All rights not expressly granted in this License are reserved to Contractor.

4 **RESTRICTIONS**

- 4.1 Member shall not, and shall not permit any person to:
- a. resell, sublicense, rent or otherwise provide the Services to any third party, or use the Services to deliver services to any entity other than the Member Organization;

- b. reverse engineer, decompile or disassemble the Services, except to the extent applicable law expressly permits notwithstanding this restriction;
- c. share access credentials, or permit access by any person who is not an Authorized User;
- d. circumvent or attempt to circumvent any usage limit, access control or security measure; or
- e. publish or disclose to a third party any benchmark or performance testing of the Services without Contractor's prior written consent, *provided that* nothing in this paragraph limits any disclosure required by the Public Records article of the Agreement or by applicable law.

5 MEMBER RESPONSIBILITIES

- 5.1 *Credentials.* Member is responsible for maintaining the confidentiality of access credentials issued to its Authorized Users and shall notify Contractor promptly on becoming aware of any unauthorized access or use.
- 5.2 *Accuracy of information.* Member is responsible for the accuracy of the organization information it provides, including information used to determine eligibility and pricing under the Agreement.
- 5.3 *Lawful use.* Member shall use the Services in compliance with applicable law and with this License.
- 5.4 *Content submitted.* Member is responsible for the content it submits to the Services, including evidence attachments and free-text entries, and for confirming before submission that the content complies with 6.2 and 6.5.

6 DATA SCOPE AND ACCEPTABLE CONTENT

- 6.1 *Purpose of the Services.* The Services are a cybersecurity assessment and incident response preparation platform. They are designed to collect information about a Member Organization's security controls, policies, technologies and the personnel accountable for them. They are not designed to receive Student Data, and Contractor does not require Student Data in order to perform.
- 6.2 *Member undertaking.* Member shall not upload, attach or enter Student Data into the Services, including within evidence attachments, assessment responses or free-text fields.
- 6.3 *Inadvertent submission.* Assessment content is encrypted at rest such that Contractor cannot selectively read or edit the material within it. Accordingly, if Student Data is submitted to the Services inadvertently: (a) an evidence attachment containing it may be deleted individually, by the Member or by Contractor at the Member's request, promptly and at no charge; and (b) where the Student Data sits within encrypted assessment content, Contractor will work with the Member either to have it removed within the application or, at the Member's election, to delete

the affected assessment record in its entirety, in each case promptly and at no charge. Contractor's obligations with respect to any Student Data so submitted are governed by the Student Privacy Protections article of the Agreement and by Exhibit E.

6.4 *Member Data generally.* Member Data is governed by the Student Privacy Protections article of the Agreement and, where applicable, by Exhibit E. Nothing in this License grants Contractor any right in Member Data beyond the limited license stated there.

6.5 *Data minimization.* The Services require only the business contact information of the personnel accountable for a Member Organization's security controls, together with the Member Organization's own description of those controls. Member shall not upload, attach or enter personal information beyond that business contact information — including Social Security numbers, dates of birth, financial account numbers, health information, biometric data or government identification numbers — and shall redact any such information from an evidence attachment before submitting it.

7 RETENTION, EXPORT AND DELETION

7.1 *Retention.* Contractor retains Member Data for the Subscription Term and for twelve (12) months thereafter, after which it is deleted in the ordinary course.

7.2 *Export.* During the Subscription Term and for thirty (30) days after it ends, Member may export its assessment data, reports and certificates in a machine-readable format at no charge.

7.3 *Deletion on request.* Contractor shall delete or return Member Data at the Member's request, at no charge, in accordance with the Data Transfer or Destruction provision of the Agreement.

7.4 *Retention extensions.* Contractor offers optional paid extensions that lengthen the period in 7.1. Purchase of an extension is never a condition of access to, export of, or deletion of Member Data.

8 AVAILABILITY, MAINTENANCE AND SUPPORT

8.1 *Availability.* Contractor will use commercially reasonable efforts to make the Services available not less than 99.5% of the time in each calendar month, measured as the percentage of minutes in the month during which the Services are materially available for their intended use, as determined by Contractor's monitoring. Excluded from the measurement are: (a) scheduled maintenance performed in accordance with 8.2; (b) a regional or global outage of an infrastructure provider affecting that provider's customers generally; (c) unavailability caused by the Member's own network, equipment or configuration; and (d) events beyond Contractor's reasonable control.

8.2 *Maintenance.* Where practicable, scheduled maintenance will be performed outside 7:00 a.m. – 5:00 p.m. Central Time on weekdays, with at least twenty-four (24) hours' notice.

8.3 Support. Contractor provides support by electronic mail at support@frameworkmapper.com between 7:00 a.m. and 5:00 p.m. Central Time on weekdays, with a target first response within one (1) business day.

9 SUBPROCESSORS

9.1 Consent. The Cooperative and Members consent, as of execution of the Agreement, to Contractor's engagement of the subprocessors listed in Schedule D-1 for the purposes stated there. This consent satisfies the prior written consent required by the Subcontractors article of the Agreement as to those subprocessors.

9.2 Changes. Contractor will give the Cooperative at least thirty (30) days' written notice before engaging a new subprocessor that will process Member Data. The Cooperative may object on reasonable grounds within that period.

9.3 Responsibility. Contractor remains responsible for the acts and omissions of its subprocessors as though they were its own, and shall bind each to obligations no less protective than those in the Agreement and Exhibit E.

10 INTELLECTUAL PROPERTY

10.1 Contractor property. The Services, the Documentation, and all software, content, control mappings, scoring methodology and improvements are and remain the property of Contractor.

10.2 Member Data. Member Data remains the exclusive property of the Member as provided in the Agreement, and Contractor's rights in it are limited to the license stated there.

10.3 Feedback. If Member provides suggestions or feedback regarding the Services, Contractor may use it without obligation or attribution, provided that such feedback contains no Member Data.

10.4 De-identified data. Contractor's use of de-identified or aggregated data is limited to what the Data De-Identification provision of the Agreement permits, and Contractor shall not attempt to re-identify it.

11 THIRD-PARTY COMPONENTS

11.1 The Services incorporate third-party and open-source components licensed under their own terms; a current list is maintained at <https://www.frameworkmapper.com/third-party-licenses>. Nothing in those licenses diminishes Contractor's obligations under the Agreement.

11.2 Framework content and trademarks. The Services reference and map to control frameworks and threat models published by third parties, including the CIS Controls, the NIST Cybersecurity Framework and MITRE ATT&CK®. Contractor uses those frameworks on the terms on which their publishers make them available and references third-party marks nominatively. Attribution notices are presented within the Services. Contractor is not affiliated with, endorsed by or sponsored by any such publisher.

12 WARRANTIES

- 12.1 Performance. Contractor warrants that during the Subscription Term the Services will perform materially in accordance with the Documentation.
- 12.2 Authority and non-infringement. Contractor warrants that it has the right to grant the license in Section 3 and that the Services, as furnished, do not infringe the intellectual property rights of any third party.
- 12.3 Remedy. If the Services fail to conform to 12.1, Contractor shall correct the non-conformity or, failing correction within thirty (30) days of written notice, refund the unused portion of fees paid for the affected Subscription Term.
- 12.4 Disclaimer. Except for the express warranties in 12.1 and 12.2, and without limiting the Warranties and Specifications article of the Agreement, the Services are provided “as is” and Contractor disclaims all other warranties, conditions and representations, whether express, implied or statutory, including the implied warranties of merchantability, fitness for a particular purpose and title, and any warranty arising from course of dealing or usage of trade. Contractor does not warrant that the Services will be uninterrupted or error-free.
- 12.5 No assurance of security or compliance outcome. The Services assist a Member Organization in assessing and documenting its own cybersecurity posture. Contractor does not warrant that the Services will identify every vulnerability, deficiency or risk, that use of the Services will prevent or detect any security incident, or that a Member Organization will achieve, maintain or be found compliant with any framework, standard, regulation, audit or certification. Responsibility for a Member Organization’s security controls and for its own compliance obligations remains with the Member.

13 LIMITATION OF LIABILITY

- 13.1 Indirect damages. Except as provided in 13.4, neither party is liable to the other for indirect, incidental, special, consequential, exemplary or punitive damages, or for lost profits, lost revenue or loss of business opportunity, arising out of or relating to this License or the Services, whether in contract, tort or otherwise and whether or not the party was advised of the possibility of such damages.
- 13.2 Direct damages. Except as provided in 13.3 and 13.4, each party’s total aggregate liability to the other arising out of or relating to this License and the Services, as to each Member and each Subscription Term, is limited to the greater of (a) three (3) times the fees paid or payable by that Member for the Services in the twelve (12) months preceding the event giving rise to the claim, or (b) \$25,000.
- 13.3 Security incidents. Notwithstanding 13.2, Contractor’s liability arising from a Data Breach as defined in Exhibit E, or from any other unauthorized release of, access to, disclosure of or acquisition of Member Data that compromises its security, confidentiality or integrity, in each case occurring despite Contractor’s compliance with its security obligations under the

Agreement, is limited to the greater of (a) the amount stated in 13.2, or (b) the proceeds actually recovered under any insurance Contractor maintains that responds to the claim.

- 13.4 Exclusions. The limitations in 13.1, 13.2 and 13.3 do not apply to:
- a. Contractor's obligations under the Indemnification article of the Agreement;
 - b. any third-party claim that the Services infringe intellectual property rights;
 - c. liability arising from gross negligence, willful misconduct or fraud;
 - d. Contractor's use or disclosure of Member Data in violation of the Agreement or Exhibit E, including any use for advertising, marketing, data mining or sale;
 - e. a Member's obligation to pay fees for Services received; or
 - f. any liability that applicable law does not permit to be limited.
- 13.5 Insurance unaffected. Nothing in this Section reduces the insurance Contractor is required to maintain under the Agreement, and, consistent with the Indemnification article, no insurance or performance bond limits Contractor's obligation to indemnify, defend and hold harmless the Indemnities.
- 13.6 Public entity rights preserved. Nothing in this Section waives, limits or expands any immunity, defense or limitation of liability available to the Cooperative, ESUCC, an Educational Service Unit or a Member under Nebraska law, including the Political Subdivisions Tort Claims Act.
- 13.7 Allocation of risk. The parties acknowledge that the limitations in this Section reflect an agreed allocation of risk, are an essential basis of the pricing set out in Exhibit B, and will survive any failure of an exclusive or limited remedy of its essential purpose.
- 13.8 Exclusive remedies. Except as to the matters listed in 13.4, the remedies stated in this License and in the Agreement are the Member's sole and exclusive remedies for any failure of or defect in the Services.
- 13.9 Time for claims. Except as to the matters listed in 13.4, no action arising out of or relating to this License may be commenced more than two (2) years after the cause of action accrued.

14 TERM AND TERMINATION

- 14.1 Term. This License applies to each Order for the duration of its Subscription Term.
- 14.2 Termination. Termination is governed by the Termination article of the Agreement.
- 14.3 Continuity of purchased service. Expiration or termination of the Agreement does not terminate a Subscription Term then in effect. Contractor shall continue to make the Services available through the end of that Subscription Term as required by the Duration of Services Purchased article of the Agreement.
- 14.4 Effect of expiration. On expiration of a Subscription Term the license in Section 3 ends and Section 7 governs the Member Data associated with it.

15 GENERAL

- 15.1 *Governing law and venue.* As provided in the Governing Law; Designation of Forum article of the Agreement. No other choice of law, forum, arbitration or jury-waiver provision applies to the Services.
- 15.2 *Assignment.* As provided in the Assignment article of the Agreement.
- 15.3 *Amendment.* This License may be amended only by a signed written agreement as provided in the Agreement. Without limiting that requirement, Contractor shall not change how Member Data is collected, used or shared without the advance notice and consent required by the Modification of Terms of Service provision of the Agreement.
- 15.4 *Notices.* As provided in the Notice article of the Agreement.
- 15.5 *Severability.* If any provision of this License is unenforceable, the remainder continues in effect.

D-1 SCHEDULE — SUBPROCESSORS

Contractor engages the following subprocessors in providing the Services. Consent to these engagements is given under Section 9.1.

<u>Subprocessor</u>	<u>Purpose</u>	<u>Categories of data</u>	<u>Location</u>
<u>Cloudflare, Inc.</u>	<u>Application hosting, database and file storage</u>	<u>All Member Data, including assessment responses and evidence attachments</u>	<u>United States</u>
<u>Google LLC (Firebase)</u>	<u>Authorized User authentication and account profile</u>	<u>Authorized User names, electronic mail addresses and account identifiers</u>	<u>United States</u>
<u>Microsoft Corporation (Microsoft 365 / Graph)</u>	<u>Transmission and storage of electronic mail sent by the Services</u>	<u>Recipient names and electronic mail addresses, and the contents of notices, invitations and report links</u>	<u>United States</u>
<u>Block, Inc. (Square)</u>	<u>Payment and subscription processing</u>	<u>Billing contact and payment information</u>	<u>United States</u>

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 Education~~a~~ Records; and (3) is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education~~a~~ 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 Education~~a~~ 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 ~~p~~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 ~~subprocessor~~~~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 ~~Coopeartive~~~~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 ~~p~~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 ~~p~~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 ~~P~~party, upon reasonable request.

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:

Curriculum Intelligence - AI that understands your curriculum and priorities
Brisk Intelligence delivers AI that uses your adopted curriculum and instructional philosophy as a starting point for everything it creates. That means your district priorities actually shape learning in every classroom, every day.

Brisk Boost drives real student engagement with guided learning experiences that build confidence, critical thinking, and digital literacy. AI that helps them learn, not just find answers.

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

School Pricing								
	# of Students							
	<150	150-400	400-749	750-999	1000-1499	1500-1999	2000-2499	>2500
Brisk Premium List Price	\$3,900	\$3,900	\$4,900	\$7,000	\$9,900	\$12,400	\$14,400	\$15,400
Brisk Premium Consortium Discount	\$3,200	\$3,200	\$3,900	\$5,600	\$7,900	\$9,900	\$11,500	\$12,400
Notes	-Schools under 150 students may purchase a 2-year Brisk Premium contract for \$3,200.							
District Pricing								
	# of Students							
	<400	400-749	750-999	<4999	5000-9999	10000-19999	20000-49999	>50000
Brisk Premium List Price	\$3,900	\$4,900	\$7,000	\$6.50	\$6.00	\$5.50	\$5.25	\$4.25

Brisk Premium Consortium Discount	\$3,200	\$3,900	\$5,600	\$5.20	\$4.80	\$4.40	\$4.20	\$3.40
Curriculum Intelligence List Price	\$500	\$900	\$1,100	\$1.25	\$1.15	\$1.00	\$1.00	\$1.00
Curriculum Intelligence Consortium Discount								
	\$500.00	\$800.00	\$990.00	\$1.15	\$1.05	\$0.90	\$0.90	\$0.90
Notes	-Minimum purchase of 3 grades levels. -Minimum annual value of \$3,200 -Curriculum Intelligence is only available for purchase at the district level							
District Pilot Pricing - 3-6 months								
	# of Students							
	<5000	5000-10000	10000-30000	>30000				
Brisk Premium - Pilot	\$3,000	\$7,500	\$15,000	\$25,000				

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

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:

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.

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

Dave Gilbert

Larianne Polk

Head of Business Development
Date Executed _____

Chief Executive Officer
Date Executed _____



2026-2029 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.** Administrative Fee. Contractor shall calculate and remit an administrative fee of 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. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

from the Cooperative. Failure to receive an invoice from the Cooperative does not relieve the Contractor of the obligation to remit fees by the established deadline.

- 4. Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, 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:

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
 - 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: _____

COOPERATIVE

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

Date: _____

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
6949 South 110th Street
LaVista, NE 68128

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.



2026-2029 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.** Administrative Fee. Contractor shall calculate and remit an administrative fee of 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. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

from the Cooperative. Failure to receive an invoice from the Cooperative does not relieve the Contractor of the obligation to remit fees by the established deadline.

4. **Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, 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:

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
 - 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: _____

COOPERATIVE

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

Date: _____

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
6949 South 110th Street
LaVista, NE 68128

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.



2026-2029 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Henry Schein, 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.** Administrative Fee. Contractor shall calculate and remit an administrative fee of 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. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must

be remitted on a quarterly basis and is due without the requirement of a prior invoice from the Cooperative. Failure to receive an invoice from the Cooperative does not relieve the Contractor of the obligation to remit fees by the established deadline. Contractor reserves the right to exclude from Administrative Fee: (a) any product on which Contractor earns less than a 5% gross profit margin or (b) flu vaccine or mist, Remicade and Td Products or (c) any and all denied chargebacks. Therefore, Contractor shall not be obligated to pay any Administrative Fee in connection with such sales. Upon the Cooperative's reasonable request, Contractor shall identify the products excluded under subsection (a) and participate in a quarterly business review with the Cooperative to review such exclusions and the basis therefor.

- 4. Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Contractor may adjust pricing once during the Term upon at least thirty (30) days' prior written notice. In addition, if Contractor experiences a material increase in its product, manufacturer, supply-chain, tariff, regulatory, or other costs that materially reduces Contractor's applicable margins, the parties shall negotiate in good faith an amendment permitting an appropriate pricing adjustment. If the parties cannot agree upon such adjustment, Contractor may discontinue the affected products upon thirty (30) days' prior written notice. 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. 1.1. Pass-Thru Warranty. Contractor will pass through to the Cooperative, at the time of sale, any transferable product warranties, indemnities and remedies provided to Contractor by the Manufacturer.

B.

C.

D.

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: 11-3136595
- 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: Henry Schein Inc.

135 Duryea Road E270Melville, NY 11747

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, except that Contractor shall be permitted to assign this Agreement to any of its affiliates or subsidiaries without the prior 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
 - Exhibit E - AI-Powered Educational Tools Privacy Addendum

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

CONTRACTOR

COOPERATIVE

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

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

(Catalog Discount Availability): The Vendor agrees to provide ESUCC Members with access to Vendor's generally available product catalog through Vendor's punchout catalog, subject to product availability, manufacturer restrictions, and Vendor's right to discontinue products in addition to any specific line items individually awarded under the 2026 ESUCC Annual Buy Bid. Catalog pricing may be adjusted to reflect changes in Vendor's acquisition costs, manufacturer pricing, tariffs, taxes, freight, regulatory requirements, or other costs outside Vendor's reasonable control.

Items may be made available to members through the ESUCC Marketplace utilizing cXML punchout catalog integration (Euna Solutions Marketplace). The Vendor acknowledges and agrees that all orders placed via the punchout catalog or ESUCC Marketplace are subject to the ESUCC Cooperative Administrative Fee as defined in the Terms & Conditions of this agreement. This fee shall be calculated by the Vendor and paid to ESUCC on a quarterly basis.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

All products sourced through the Vendor's catalog shall be subject to a fixed **Single Primary Discount Rate of 18%** off the current catalog price.

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
6949 South 110th Street
LaVista, NE 68128

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.

1004. Members, Officers and Terms of Office

The ESUCC Board shall consist of the ESU Administrator from each ESU. Each Board Member shall serve on the Board during the duration of his/her employment as an ESU Administrator. Members of the Board shall receive no compensation for their services. Members may be reimbursed for the actual and necessary expenses incurred in the performance of their duties, pursuant to law and by a majority vote of the Board.

The officers of the ESUCC shall be the President, the Past-President, the President-Elect, the Treasurer and the Secretary, who shall be members of the Board.

Legal Reference:	Neb. Rev. Stat. § 79-1245.
Date of Adoption:	November 20, 2024
Date(s) of Review:	September 12, 2025 September 16, 2026

1005. Officers

The ESUCC operates on a continuous leadership model wherein Board Members progress through a six-year leadership cycle—serving two years each as President-Elect, President, and Past President—ensuring seamless governance transitions through mentorship, institutional knowledge preservation, and deliberate succession planning that maintains organizational stability while fostering leadership development.

President-Elect:

The Board will biennially elect one of its Members to serve as its President-Elect. In the absence of the President or in the event of his/her inability to act, the President-Elect shall perform the duties of the President, and, when so acting, shall have all the powers and be subject to all the restrictions upon the President. The President-Elect shall perform such other duties as from time to time, may be assigned by the Board.

President:

The President of the ESUCC Board shall preside over all regular and special meetings of the ESUCC Board. The President shall sign contracts or any other instruments, which the Board has authorized to be executed; and, in general, shall perform all duties incident to the office of President and such duties as may be prescribed by the Board. The President shall also have the authority to make temporary employment-related decisions regarding the Chief Executive Officer, including the approval to take leaves and such as placement on paid administrative leave.

Past President:

The Past President of the ESUCC will mentor the President so that the transition will go smoothly without any undue disorder. The Past President may perform the duties of the President in the absence of the President and the President-Elect. If the President, Past President and President-elect are absent from a meeting, the Board Members present will designate the chair for the meeting.

Treasurer:

The Board will biennially elect one of its members to serve as its Treasurer. The Treasurer shall serve as the custodian of all funds of the ESUCC Board, submit in writing a monthly report of the state of finances, and review, along with the CEO, the money paid out by the ESUCC has been approved by the Board or appropriate staff member per policy or Board directive. The Board may assign other duties to the Treasurer as the Board sees fit.

Secretary:

The Board will biennially elect one of its members to serve as its Secretary. The ESUCC Secretary may sign contracts or any other instruments, which the ESUCC Board has authorized to be executed and in general perform all duties incident to the office of ESUCC Secretary and such duties as may be prescribed by the ESUCC Board.

Removal of Officers

A Board Member may be removed from an officer position by a majority vote of the Members of the Board. In the event of a vacancy in an officer position, the Board shall elect by a majority vote a successor to serve the remainder of the term.

Legal Reference:	Neb. Rev. Stat. § 79-1245.
Date of Adoption:	November 20, 2024
Date(s) of Revision:	July 23, 2025
Date(s) of Review:	September 12, 2025 September 16, 2026

1006. Annual Organizational Meeting

An organizational meeting of the ESUCC shall be held in July or August each year for the purpose of seating any new Members and electing Officers.

The following procedures will be followed to elect officers and undertake any other business at the annual organizational meeting:

1. After seating new Members (if any), the Board will elect from its Members a President, Vice President-Elect, Secretary, and Treasurer, all of whom will then assume office at the organizational meeting.
2. The ESUCC CEO or other designee will act as chair for the election of a President.
3. The President will assume the chair immediately upon election.
4. The Board will then take up any other matters that need to be addressed during the annual organizational meeting.

Date of Adoption:	November 20, 2024
Date(s) of Review:	September 12, 2025 September 16, 2026

1020. Relationship with Attorney

The ESU Coordinating Council (ESUCC) Board may contract with an attorney in dealing with legal issues.

The Chief Executive Officer and Board President shall have the authority to contact the Board's attorney on behalf of the Board. ESUCC staff may also contact the Board's legal counsel only at the specific direction of the Chief Executive Officer. Individual Board Members (other than the President) may not contact the attorney on behalf of the Board without the approval of the Chief Executive Officer, Board President or a majority of the Board. Any Board Member who contacts the Board's attorney without Board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The Chief Executive Officer will, to the extent permitted by law and Policy, keep the Board informed of matters in which the attorney is involved.

Date of Adoption:	November 20, 2024
Date(s) of Review:	September 12, 2025 September 16, 2026

3004. Depository

The Business Manager of the ESUCC shall deposit funds in depositories designated from time to time by the ESUCC Board. The Business Manager or other authorized staff shall ensure that the Chief Executive Officer and Board President have access to review all depository accounts, transactions, and statements, upon reasonable request.

Legal Reference:	Neb. Rev. Stat. §§ 77-2350 through 77-2350.1
Date of Adoption:	January 14, 2025
Date(s) of Review:	September 12, 2025 September 16, 2026

PROJECT PROFILE CALENDAR - 2026

ESUCC Board Meeting: Position Profile
Agenda Item

GROUP	MONTH
Cybersecurity	January
DL	February
TeamMates READ	March
Cybersecurity	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

The ESUCC Supports the...



TEXTBOOK LOAN PROGRAM

Project Spotlight

ESUCC Board Meeting 9.16.26



HISTORY & CONTEXT FOR THE TEXTBOOK LOAN PROGRAM





NEBRASKA LEGISLATURE

The official site of the Nebraska Unicameral Legislature



- Home
- Chamber Viewer
- Legislature
- Bills and Laws
- Calendar
- Committees
- Legislative Divisions
- Legislative Histories
- News

Nebraska Revised Statute 79-734

Revised Statutes » Chapter 79 » 79-734

< 79-733 Chapter 79 Index 79-734.01 >

Chapter 79

79-734.
School textbooks, equipment, and supplies; purchase and loan rules and regulations; department; duties.

(1)(a) School boards and boards of education of all classes of school districts shall purchase all textbooks, equipment, and supplies necessary for the schools of such district. The duty to make such purchases may be delegated to employees of the school district.

(b) School boards and boards of education shall purchase and loan textbooks to all children who are enrolled in kindergarten to grade two in a public school.

NEBRASKA DEPARTMENT
OF EDUCATION

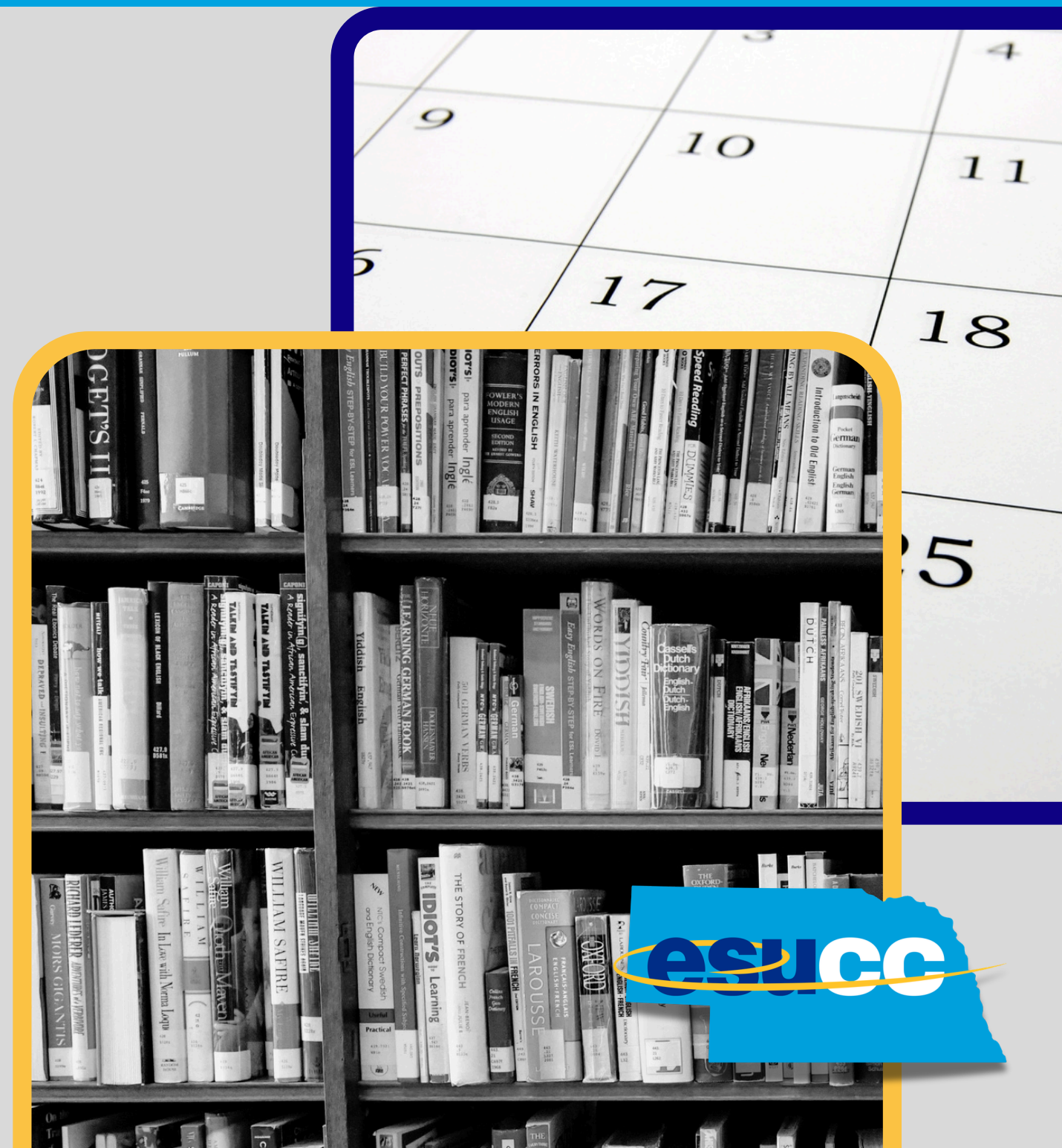
RULE 4

REGULATIONS FOR TEXTBOOK LOANS TO CHILDREN ENROLLED IN
PRIVATE SCHOOLS IN NEBRASKA

TITLE 92, NEBRASKA ADMINISTRATIVE CODE,
CHAPTER 4

**EFFECTIVE DATE
NOVEMBER 10, 2024
(REVISED)**

The logo for esucc, featuring the letters "esucc" in a stylized font with a blue and orange color scheme.

The logo of the Nebraska Department of Education is a circular emblem. It features a dark blue outer ring with the text "NEBRASKA DEPARTMENT OF EDUCATION" in white, uppercase letters. Inside the ring is a stylized white graphic of an open book with a sun or moon rising behind it, set against a dark blue background.

TIMELINE FOR THE TEXTBOOK LOAN PROGRAM



**Expected Date
for Delivery of
New Materials
May-June**



TIMELINE FOR THE TEXTBOOK LOAN PROGRAM



Deadline to
Indicate
Participation
October 15



TIMELINE FOR THE TEXTBOOK LOAN PROGRAM



Deadline to
Indicate
Participation
October 15



NDE Details the
Allocation for
Each School
November 30



Allocation

TIMELINE FOR THE TEXTBOOK LOAN PROGRAM



Deadline to
Indicate
Participation
October 15



NDE Details the
Allocation for
Each School
November 30



Allocation

Textbook
Order Form
Distribution
December 18



TIMELINE FOR THE TEXTBOOK LOAN PROGRAM



Deadline to
Indicate
Participation
October 15



NDE Details the
Allocation for
Each School
November 30



Allocation

Textbook
Order Form
Distribution
December 18



Final
Confirmation of
All Orders
March 5



TIMELINE FOR THE TEXTBOOK LOAN PROGRAM



Deadline to
Indicate
Participation
October 15



NDE Details the
Allocation for
Each School
November 30



Allocation

Textbook
Order Form
Distribution
December 18



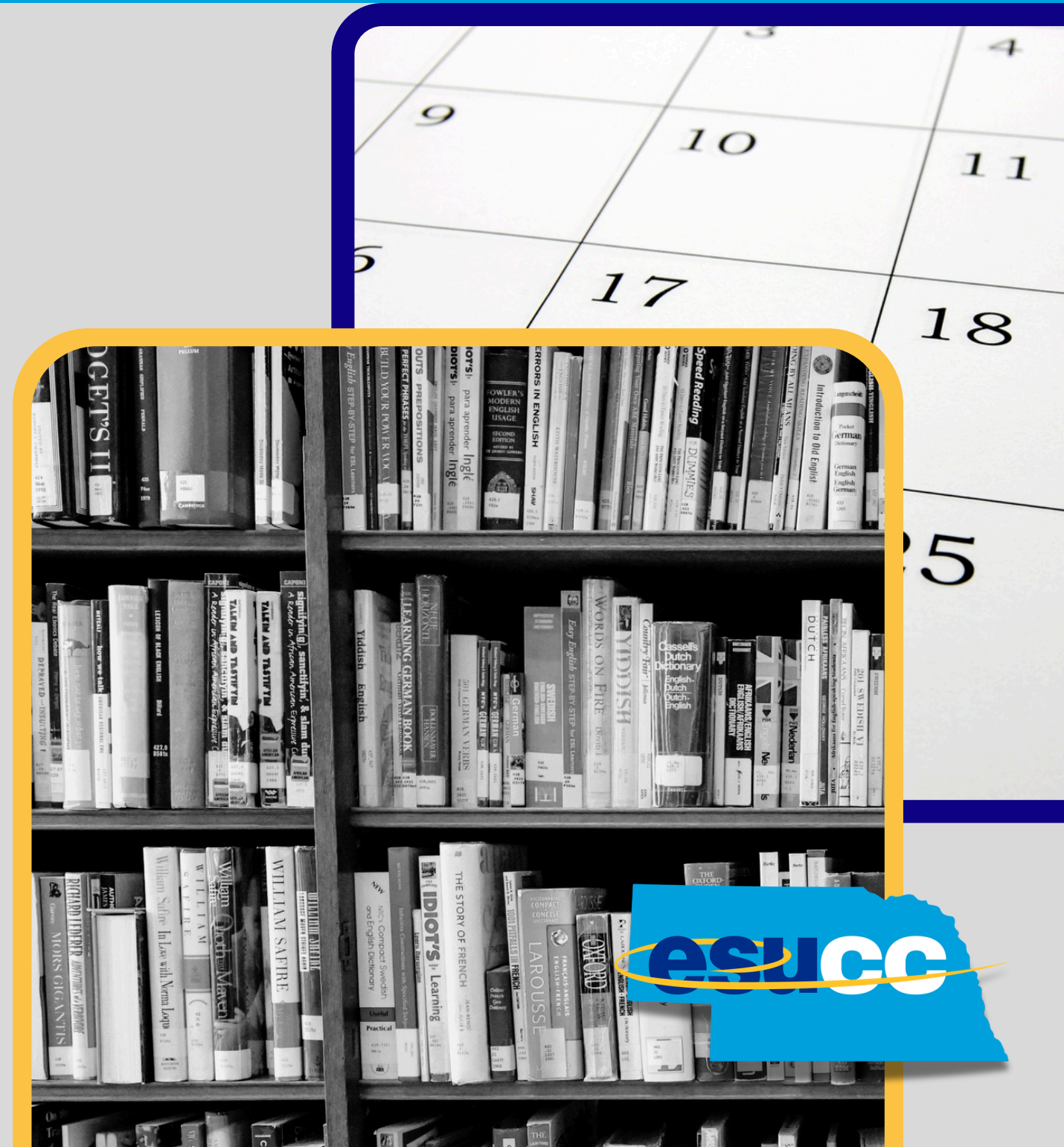
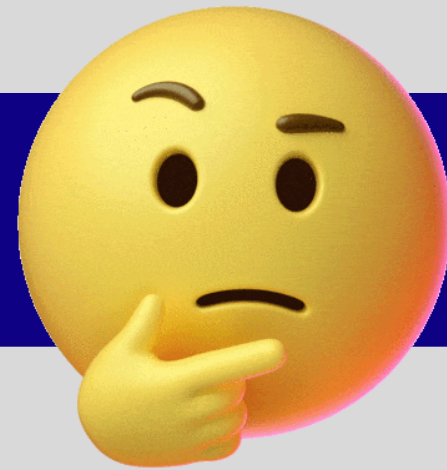
Final
Confirmation of
All Orders
March 5



Expected Date
for Delivery of
New Materials
May-June



The Options



WHAT CAN SCHOOLS ORDER?



- **More Copies of Current Materials**
- **The Latest Update of Current Materials**
- **Completely New (to the School) Materials**
- **Supplemental Instructional Materials**
- **New Consumables Aligned with Current Materials**
- **Other**



The logo for Eastern Shore University Center (esucc) is displayed on a blue background shaped like the state of Maryland. The letters 'esucc' are in a bold, sans-serif font, with 'e' and 's' in blue and 'ucc' in white. A yellow swoosh underline passes behind the letters. To the left, a portion of a document is visible, showing the text 'ESUCC' and 'Eastern Shore University Center'.

HOW TO ORDER TEXTBOOKS



VISIT: TEXTBOOK.ESUCC.ORG



Nebraska Textbook Loan System

Requests

Andrew Easton

Surplus Items

Back to Home

Add Surplus Item



Coordinating Council

ID	Item Type	Title	ISBN	Publisher	Year	Grade(s)	Content Area	Qty Avail	Location	
347	Textbook	2011 enVisionMATH	9780328489725	Pearson/Savvas		3	MATH	38	BELLEVUE PUBLIC SCHOOLS	Show Contact Info 
356	Textbook	2011 enVisionMATH	9780328489732	Pearson/Savvas		4	MATH	33	BELLEVUE PUBLIC SCHOOLS	Show Contact Info 
366	Textbook	2011 enVisionMATH	9780328489749	Pearson/Savvas		5	MATH	40	BELLEVUE PUBLIC SCHOOLS	Show Contact Info 
375	Textbook	2011 enVisionMATH	9780328489756	Pearson/Savvas		6	MATH	29	BELLEVUE PUBLIC SCHOOLS	
257	Textbook	A Child's View (2012)	978-0-15-385882-6	Houghton Mifflin Harcourt		1	Social Studies	2	HOWELLS-DODGE CONSOLIDATED SCHOOLS	Show Contact Info 



HOW TO ORDER TEXTBOOKS



Each School Is Asked to...

- Designate a point of contact
- Note any preference on receiving new or used books
- Prioritize items according to what should first be removed if the order exceeds their allotment



THE LIST OF ORDERS FOR 2026-2027



TBL 2026-2027 Request List																																	
File Edit View Insert Format Data Tools Extensions Help																																	
100%																																	
A1										Dualf																							
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE		
1	Dualf	school_name	item	ite	quar	new	item_publisher	item_	item_grac	item	item	Requested Ar	Total Allocation	Over/Under				new_or_c	filename_display	File L													
14	01-0705-000	ZION CLASSICAL ACADEMY	Kinc	63	14	N	Concorida Press	2026	K		Relig	http	\$87.50															N					
15	01-0705-000	ZION CLASSICAL ACADEMY	Kinc	63	14	N	Concorida Press	2026	k		Relig	http	\$349.86															N					
16	01-0705-000	ZION CLASSICAL ACADEMY	Gra	63	12	N	Concorida Press	2026		1	Relig	http	\$299.88															N					
17	01-0705-000	ZION CLASSICAL ACADEMY	Gra	63	8	N	Concorida Press	2026		2	Relig	http	\$199.92															N					
18	01-0705-000	ZION CLASSICAL ACADEMY	Gra	63	8	N	Concorida Press	2026		3	Relig	http	\$199.92															N					
19	01-0705-000	ZION CLASSICAL ACADEMY	Gra	63	8	N	Concorida Press	2026		4	Relig	http	\$199.92															N					
20	01-0705-000	ZION CLASSICAL ACADEMY	Gra	63	6	N	Concorida Press	2026		6	Relig	http	\$74.97																			Had to cut QTY to 3	
21	01-0705-000	ZION CLASSICAL ACADEMY	Concordia shipping										\$67.21																				
22	01-0705-000	ZION CLASSICAL ACADEMY				1	HMH Math in Focus K-4 Print					\$666.77																			Cost_Proposal_1	https://textbook.esucc.	
23	01-0705-000	ZION CLASSICAL ACADEMY										\$2,220.95	\$2,228.00	\$7.05																			
24																																	
25	02-0702-000	POPE JOHN XXIII CENTRAL CATHOLIC				1	RCL Benziger (handwriting)					Tex	\$832.15																		NDE_020526_H	https://textbook.esucc.	
26	02-0702-000	POPE JOHN XXIII CENTRAL CATHC	Gle	97	9	U	McGraw-Hill	2022	7,8,9		Heal TE	\$508.50																			U		
27	02-0702-000	POPE JOHN XXIII CENTRAL CATHC	Holt	97	6	U	Holt, Rinehart & Win: 2008					9-12	Scie text	\$154.50																	TEXTBOOK WAREHC		
28	02-0702-000	POPE JOHN XXIII CENTRAL CATHOLIC				1	Savvas Learning Company (enVision math)					\$259.20																			Pope_John_XXI	https://textbook.esucc.	
29	02-0702-000	POPE JOHN XXIII CENTRAL CATHOLIC				1	Ramsey Solutions (The Lambo Group, LLC)					\$328.90																				Pope_John_-_R	https://textbook.esucc.
30	02-0702-000	POPE JOHN XXIII CENTRAL CATHOLIC				1	95 Percent Group					\$4,221.80																				Pope_John_XXI	https://textbook.esucc.
31	02-0702-000	POPE JOHN XXIII CENTRAL CATHOLIC										\$6,305.05	\$6,365.00	\$59.95																			
32																																	
33	06-0701-000	ST MICHAEL'S ELEMENTARY SCHOOL				1	Savvas Learning Company					\$4,854.60																			St_Michaels_Sci	https://textbook.esucc.	
34	06-0701-000	ST MICHAEL'S ELEMENTARY SCHOOL				1	IXL Learning					\$525.00																				St_Michaels_All	https://textbook.esucc.
35	06-0701-000	ST MICHAEL'S ELEMENTARY SCHOOL				1	Learning Without Tears					\$712.80																				Q-106271_-_St_	https://textbook.esucc.
36	06-0701-000	ST MICHAEL'S ELEMENTARY SCHOOL										\$6,092.40	\$6,100.00	\$7.60																			
37																																	
38	07-0701-000	ST AGNES ELEMENTARY SCHOOL				1	HMH Harcourt McGraw Hill					\$4,467.19																			Go_Math_K-3_C	https://textbook.esucc.	
39	07-0701-000	ST AGNES ELEMENTARY SCHOOL				1	RCL Benziger					Tex	\$860.00																			RCL_Benziger_	https://textbook.esucc.
40	07-0701-000	ST AGNES ELEMENTARY SCHOOL				1	Bulk Bookstore					Tex	\$1,086.92																			novel_quote.pdf	https://textbook.esucc.
41	07-0701-000	ST AGNES ELEMENTARY SCHOOL										\$6,414.11	\$6,578.00	\$163.89																			

ESUCC

UNUSED RULE 4 TEXTBOOKS CONTINUE TO BE AN OPTION



Non - Public School	TITLE
Millard WH Inventory	McDougal-Littell Algebra I
Millard WH Inventory	Realidades 1
Millard WH Inventory	Visual Experience
Millard WH Inventory	Elements of Literature, 5th Course
Millard WH Inventory	AP Calculus - Finey, Demana, Waits, Kennedy, Calculus: A Complete Course, 3rd Ed
Millard WH Inventory	Miller & Levine Biology: Core
Millard WH Inventory	Modern Chemistry
Millard WH Inventory	Out of Many
Millard WH Inventory	Realidades 3
Millard WH Inventory	Chemistry & Chemical Reactivity
Omaha Public Schools	Go Math Practice Book - Green (HMH) Grade Kdg
Omaha Public Schools	Go Math Workbook - Gold (HMH)
Omaha Public Schools	Go Math Workbook & Practice Book (HMH)
Omaha Public Schools	Go Math Practice Book - Green (HMH) Grade 1
Omaha Public Schools	Go Math Workbook Grade 2 (HMH)
Omaha Public Schools	Go Math Workbook -Green (HMH) Grade 1
Omaha Public Schools	Go Math Workbook, Volume 1 - Red (HMH) Grade 6
Omaha Public Schools	Go Math Workbook, Volume 1 - Blue (HMH) Grade 4
Omaha Public Schools	Go Math Workbook, Volume 1 - Orange (HMH) Grade 2
Omaha Public Schools	Go Math Workbook, Volume 1 - Pink (HMH) Grade 3
Omaha Public Schools	Go Math Workbook, Volume 1 - Yellow (HMH) Grade 5
Omaha Public Schools	Go Math Workbook, Volume 2 - Red (HMH) Grade 6
Omaha Public Schools	Go Math Workbook, Volume 2 - Blue (HMH) Grade 4
Omaha Public Schools	Go Math Workbook, Volume 2 - Orange (HMH) Grade 2
Omaha Public Schools	Go Math Workbook, Volume 2 - Pink (HMH) Grade 3
Omaha Public Schools	Go Math Workbook, Volume 2 - Yellow (HMH) Grade 5
Omaha Public Schools	Glencoe Math: Built to the Common Core- Course 1- Volume 1
Omaha Public Schools	Glencoe Math: Built to the Common Core- Course 1- Volume 2
Omaha Public Schools	Glencoe Math: Built to the Common Core- Course 2- Volume 1
Omaha Public Schools	Glencoe Math: Built to the Common Core- Course 2- Volume 2
Omaha Public Schools	My Book 1 Grade 2
Omaha Public Schools	My Book 2 Grade 2
Omaha Public Schools	My Book 1 Grade 6





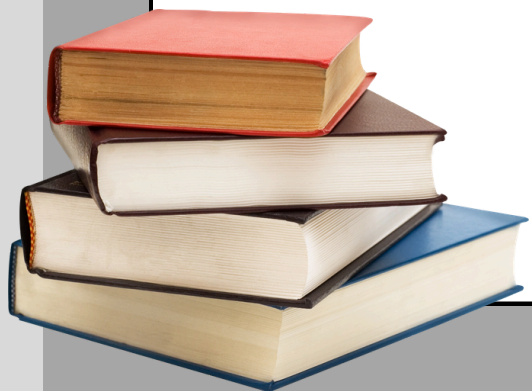
WE EVEN MADE THE STAMP!

Every textbook loan item needs to be labeled as “Property of the State of Nebraska” – though this specific stamp is not required.

↓ We Created a Stamp Option ↓

- To Order the Stamp, Email stamps@eakes.com
- Request Item #STATE4917.
- Cost: \$14.54

Property of The State of Nebraska





'26-'27 TLP BY THE NUMBERS



- **107 Non-public Schools Participating**
- **106 Vendors**
- **Total Allocated: \$1,363,477.00**
- **Total Invoiced: \$1,320,069.83**



“

The reworking of the TLP was an enormous help to us. We really appreciate the simple process and opportunity that the new model provides. Thank you

Keep up the good work!



John Vanderbeek
Assistant Principal
Kearney Catholic High School



“

We have received all materials, they were all correct, received them on time and well before the start of the school year.



Dr. Susie Sullivan
Principal
Marian High School



“

Our books arrived in time
for teachers to plan!

I can tell you had teachers
and students in mind as
you developed the
process!



Sister Mary Michael, C.K
Principal
Saint Teresa Catholic School



“

The TBL Program is a great support to our school. It enables us to consider updated texts in curricular areas we otherwise would not be able to update due to funding constraints.

Our students were the beneficiaries, and we are grateful!



Chris Nelson

Principal

Saint Robert Bellarmine Catholic School

“

We received great support and
the process was smooth!

Our items were delivered
quickly!



Staci Tyma
School Secretary
St James Catholic School



“

The TLP worked exceptionally well in its new format. While we've appreciated the partnership with our local public school in the past, this updated approach has simplified the process and saved time for everyone involved. Our administrative assistant even asked if there was more to do!



Justin Wardyn
High School Principal
Guardian Angels Central Catholic



ANY QUESTIONS?

VISIT: www.education.ne.gov/fos/textbook-loan-program-rule-4/

CONTACT: ebussen@esucc.org



WE'VE GOT ANSWERS

ACCESS THE NDE FAQ



NEBRASKA
DEPARTMENT OF EDUCATION

Nonpublic Textbook Loan Program Frequently Asked Questions

Revised August 2026

RESOURCES FOR ASSISTANCE OR QUESTIONS WITH APPLICATION:

- Nebraska Department of Education Textbook Loan Program contacts:
 - Kelsey Larsen / (402) 450-1418 / kelsey.larsen@nebraska.gov
 - Bryce Wilson / (402) 471-4320 / bryce.wilson@nebraska.gov

Or Visit: [Textbook Loan Program \(Rule 4\) – Nebraska Department of Education](#)

This guidance document is advisory in nature but is binding on an agency until amended by such agency. A guidance document does not include internal procedural documents that only affect the internal operations of the agency and does not impose additional requirements or penalties on regulated parties or include confidential information or rules and regulations made in accordance with the Administrative Procedure Act. If you believe that this guidance document imposes additional requirements or penalties on regulated parties, you may request a review of the document. For comments regarding this document, contact nde.guidance@nebraska.gov.



The ESUCC Supports the...



TEXTBOOK LOAN PROGRAM

Project Spotlight

ESUCC Board Meeting 9.16.26



Expenditures-Revenue Budget 2026-2027

		2025-2026 Budgeted Expenditure	2026-2027 Budgeted Expenditure	Current Year Core Service	DL	BITS	MSA	Coop	Power- School	Contracts/ Grants	Flow Through	General Fund, Project Profits, Interest	Pulled from Cash Reserve
Program Function													
	PowerSchool	1,083,875	1,457,672						1,457,672				
	PDO / General Teaching & Learning	108,489	226,304	4,040			122,264						100,000
	-NOC	37,275	27,600								27,600		
	-SDA / PLA	37,875	27,596				20,846				6,750		
	-ESPD	4,275	6,500				3,500				3,000		
	-TLT / TLI	14,300	14,250				12,250				2,000		
	Threat Assessment	35,171	0								0		
	Canvas	823,307	874,563							305,611	568,952		
	BITS	1,302,080	1,683,399			1,683,399							
	TeamMates READ	300,000	250,000							250,000			
	Distance Learning	284,838	431,654		281,654					150,000			
	Literacy	491,895	0										
	Board	19,550	69,108				15,000					10,250	43,858
	Exec. Administration	414,603	443,327	254,417			62,850					126,059	
	Coop	1,025,624	1,186,637					503,741			682,896		
	Menstrual Products Pilot	253,737	0										
	Textbook Loan	1,475,348	1,504,053							1,468,086		35,967	
	SRS	536,916	869,020				369,020						500,000
	ProofPoint - moved to Gen. Tech	100,000	0										
	Duo Security - moved to Gen. Tech	110,000	0										
	CSET	83,824	46,000							46,000			
	Project Para	98,219	0										
	General Technology	345,093	1,815,041	2,900			191,646			300,000	1,053,550	266,945	
	Improvement Grant	0	126,164				6,164			120,000			
	Anticipated State	6,000,000	5,356,142							5,356,142			
	NCNE	567,503	0										
	Logging	608,466	403,665							403,665			
	Anticipated Federal Categorical	2,000,000	2,000,000							2,000,000			
	Totals	18,162,262	18,818,694	261,357	281,654	1,683,399	803,540	503,741	1,457,672	10,399,504	2,344,748	439,222	643,858
	ESUCC Core Service Allocation	256,067	261,357	Core Service	DL	BITS	MSA	Coop	Power- School	Contracts/ Grants	Flow Through	Dollars from General Fund	Dollars pulled from Cash Reserve
	ESUCC Distance Learning Allocation	281,654	281,654										
	BITS Allocation	1,762,456	1,683,399										
	Allocation Growth %	6.62%	-3.21%										
	Allocation Growth \$	142,808	-73,767										
	Interest Accrued	199,896	210,000										
	Project Excess Revenue	113,247	206,223										
	Budgeted from Cash Reserve	309,033	643,858										
	Other Necessary Revenue	7,239,909	8,176,061										
	Other State and Federal Grant Authority	8,000,000	7,356,142										
	Total Budgeted Revenue	18,162,262	18,818,694										
	Total Budgeted Expenses	18,162,262	18,818,694										
	Budget Growth %	-5.46%	3.61%										
	Budget Growth \$	-1,048,963	656,432										
	Estimated Reserve %	23%	15%										
	Estimated Year Ending Balance Forward	4,030,814	2,840,143										

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY
--

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 15 day of September 2026, at 11:30 o'clock A.M., at 76 Plaza Blvd, Kearney, NE 68848 for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget. The budget detail is available at the office of the Clerk during regular business hours.

2024-2025 Actual Disbursements & Transfers	\$ 10,582,123.28
2025-2026 Actual/Estimated Disbursements & Transfers	\$ 10,350,309.46
2026-2027 Proposed Budget of Disbursements & Transfers	\$ 18,818,694.00
2026-2027 Necessary Cash Reserve	\$ 2,840,142.71
2026-2027 Total Resources Available	\$ 21,658,836.71
Total 2026-2027 Personal & Real Property Tax Requirement	N/A
Unused Budget Authority Created For Next Year	N/A
 Breakdown of Property Tax:	
Personal and Real Property Tax Required for Non-Bond Purposes	N/A
Personal and Real Property Tax Required for Bonds	N/A

2026-2027



Budget Hearing

September 15, 2026



What's New

- Expired Projects:
 - Regional Literacy Coach MOU
 - Menstrual Products Pilot
 - Project Para
 - NCNE
 - Threat Assessment
- Project Increases
 - BITS
 - PowerSchool
- Anticipated Personnel Changes
 - PowerSchool (Authority)
- Supplemental Project Support from Cash Reserves
 - Strategic Plan
 - Board Mileage
 - SRS development
- SMART ESA expansion



Budget Categories



Technology
Division



Teaching
and
Learning
Division



Executive
Division

Budget Categories

- SRS
- NVIS
- Improvement
- General Tech



Technology
Division

Budget Categories



- Distance Learning
- PO (formerly PDO)
- BITS
- Textbook Loan
- PowerSchool
- Canvas
- TeamMates R.E.A.D.

Budget Categories



Executive
Division

- Coop
- Board
- Executive Administration



**Funded with general
fund, cash reserves, and
contract revenue for
SMART ESA**

Will not bill ESUs

2026-2027 Program Growth

- Technology Division
 - SRS Advanced Development
 - SMART enhancement
 - Data from external sources to SMART
 - SMART ESA expansion
 - Arkansas
 - Washington
 - Oregon





**Funded with
general funds and
cash reserves**

Will not bill ESUs

2026-2027 Program Growth

- Teaching & Learning
 - PowerSchool
 - LETRS Coordination



**Funded with cash
reserves**

Will not bill ESUs

2026-2027 Program Growth

- Executive Division
 - Strategic Plan
 - Board Mileage

Division

FTE



Technology

5.12

Teaching &
Learning

12.95

Executive

3.93

22
Total

\$18,162,262

2025-2026

\$18,818,694

2026-2027

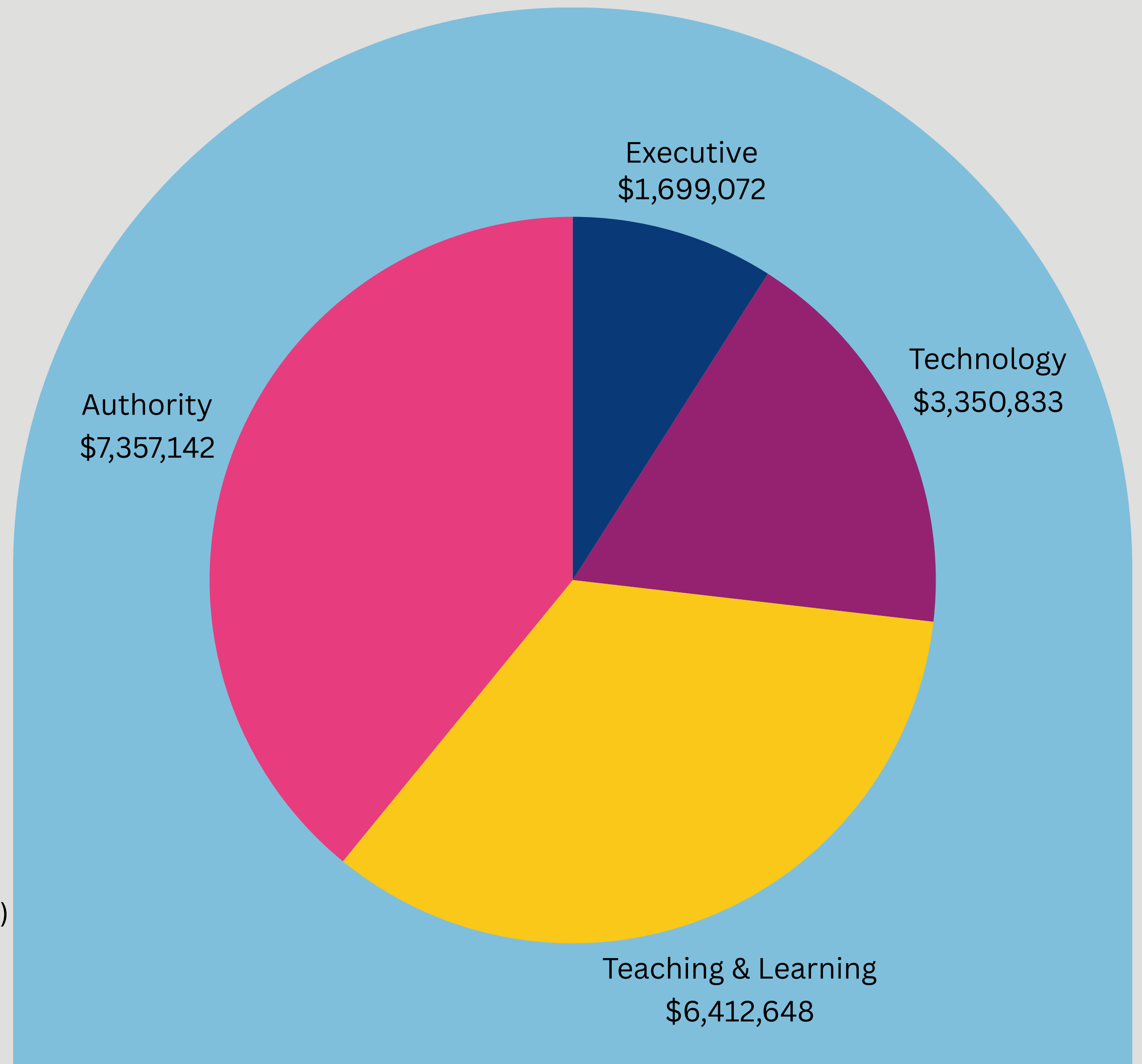
Budget Expenses

Total (includes Authority)
\$18,818,694
Up \$656,432
3.6%

2025-2026

Operational \$10,162,262

Total \$18,162,262 (includes Grant Authority)



Budget Expenses

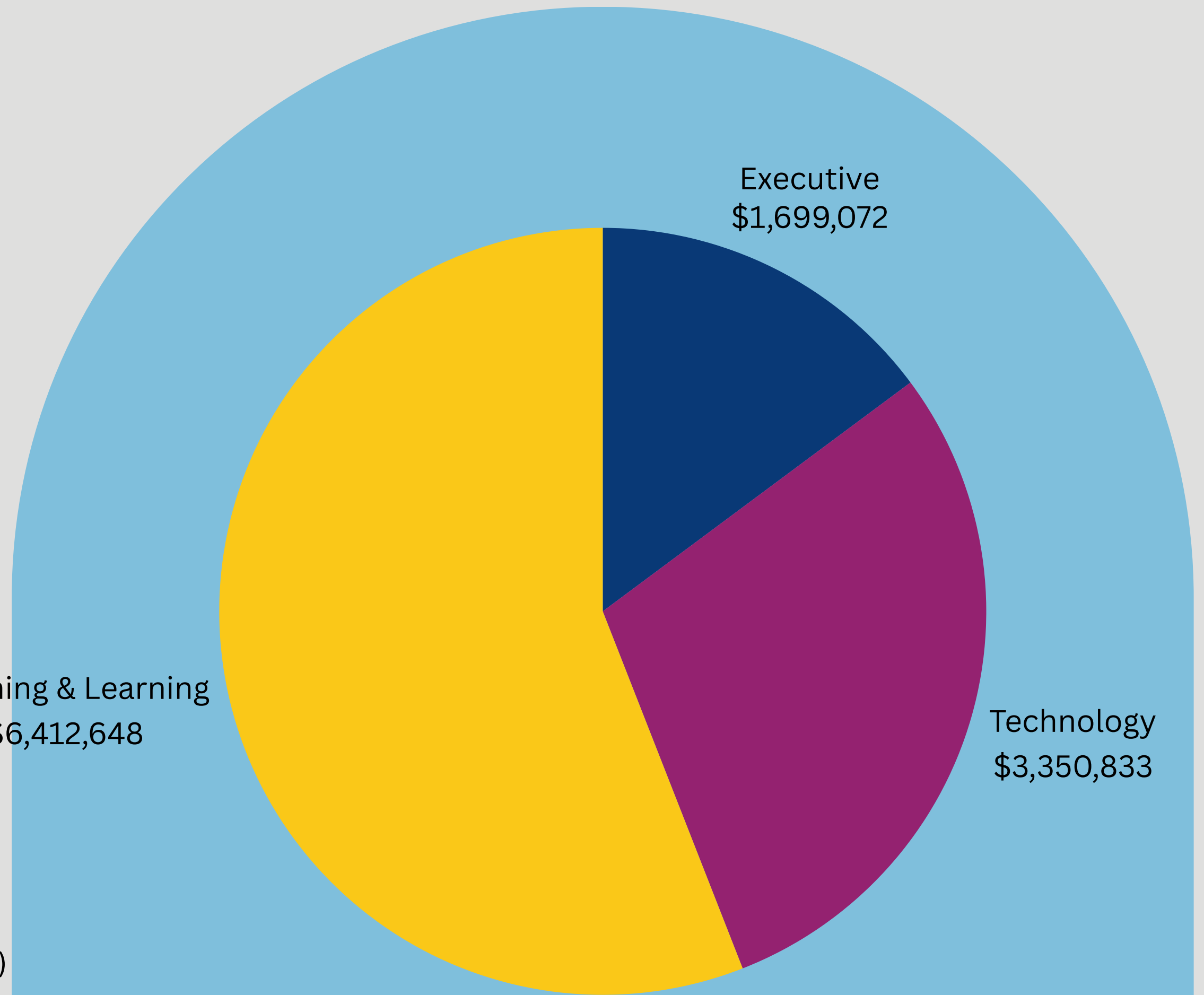
Operational
\$11,462,552
Up \$1,300,290
12.8%

2025-2026
Operational \$10,162,262
Total \$18,162,262 (includes Grant Authority)

Teaching & Learning
\$6,412,648

Executive
\$1,699,072

Technology
\$3,350,833



Tech Division

\$3,350,833

Up \$790,159

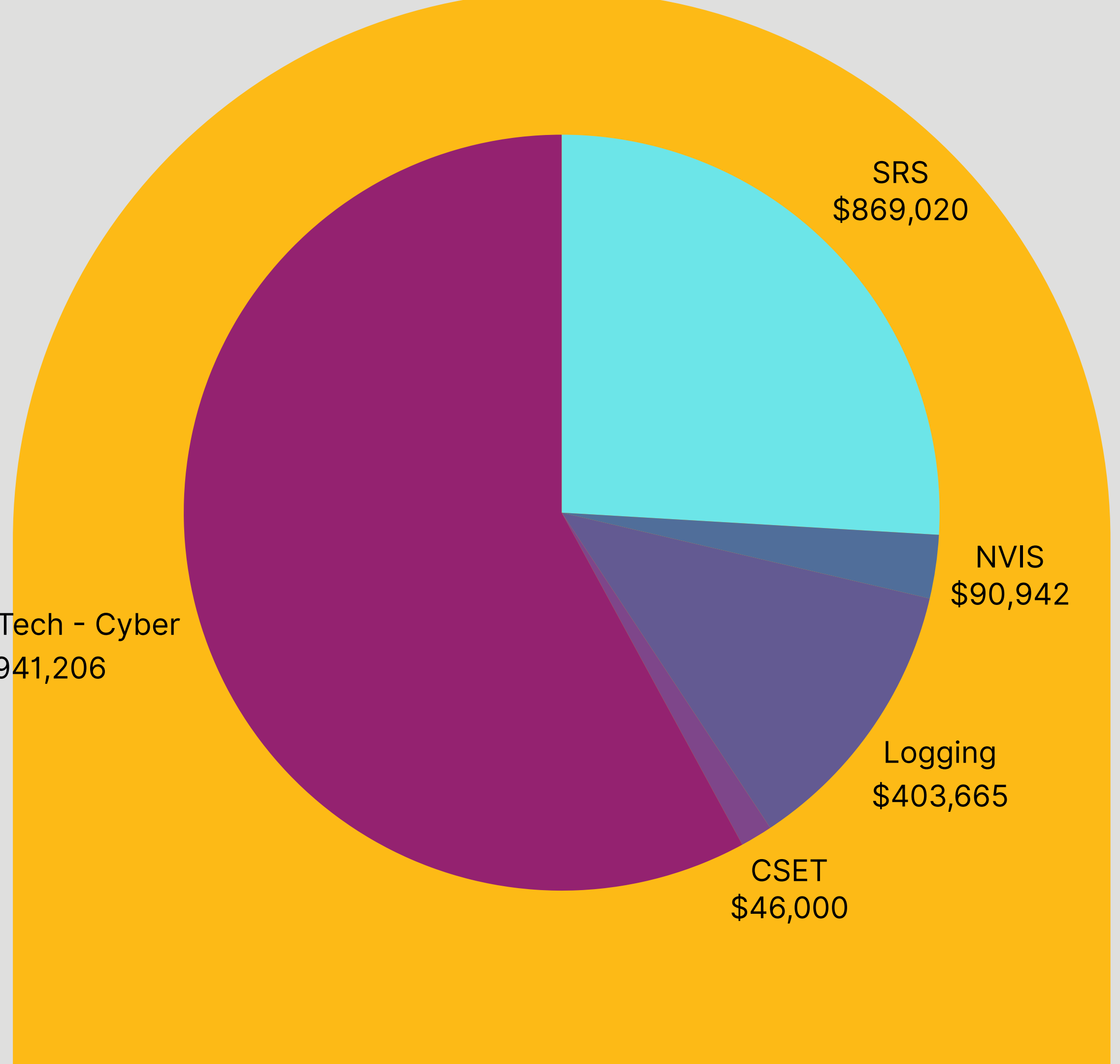
31%

- Project Development
 - SRS
 - SMART
 - Cybersecurity (logging)

2025-2026
\$2,560,673



General Tech - Cyber
\$1,941,206

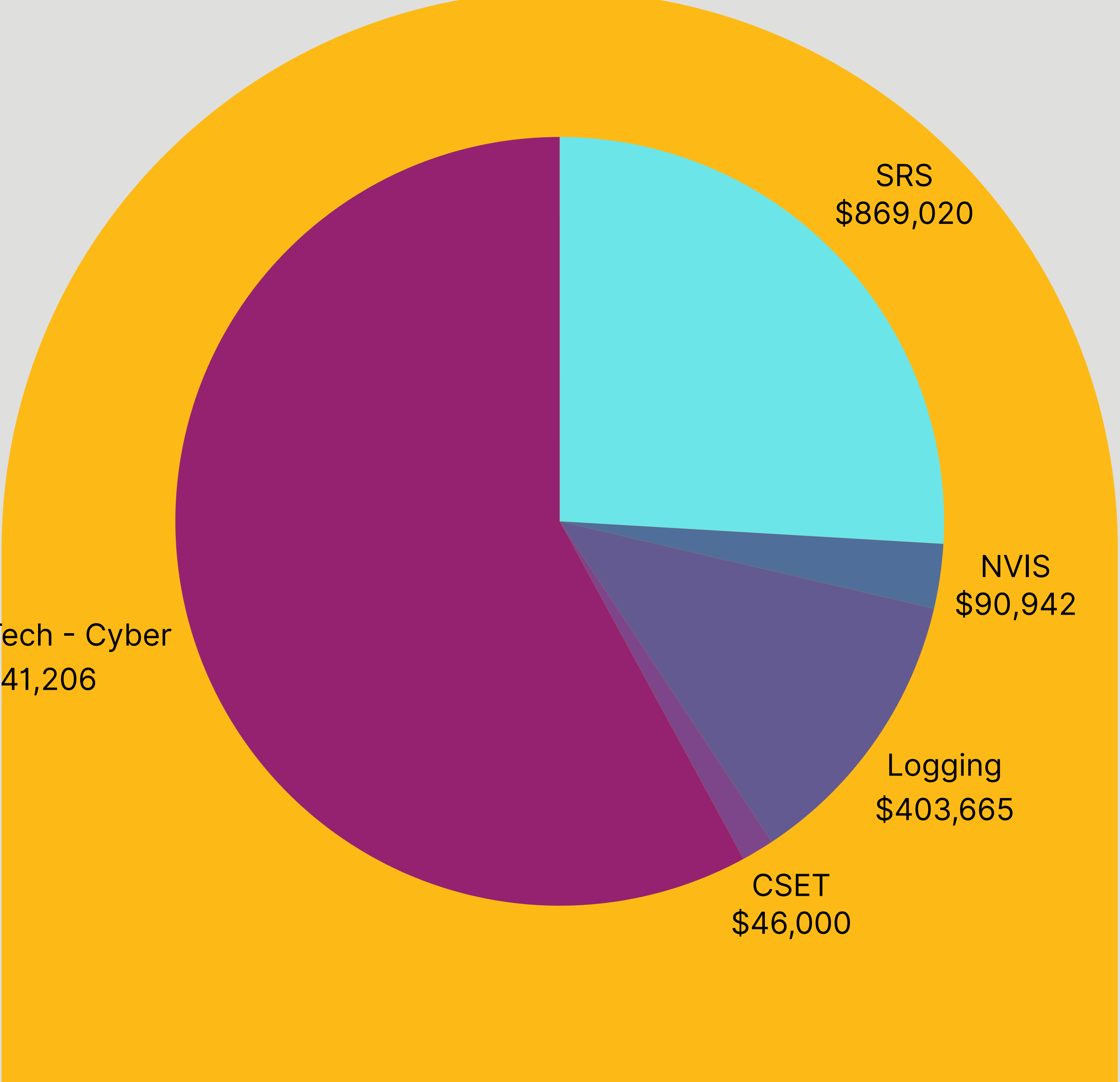


Tech Division

Self Funded	General Fund Supported
	SRS*
	NVIS
Logging	
	General Tech

*CR Supplement

General Tech - Cyber
\$1,941,206



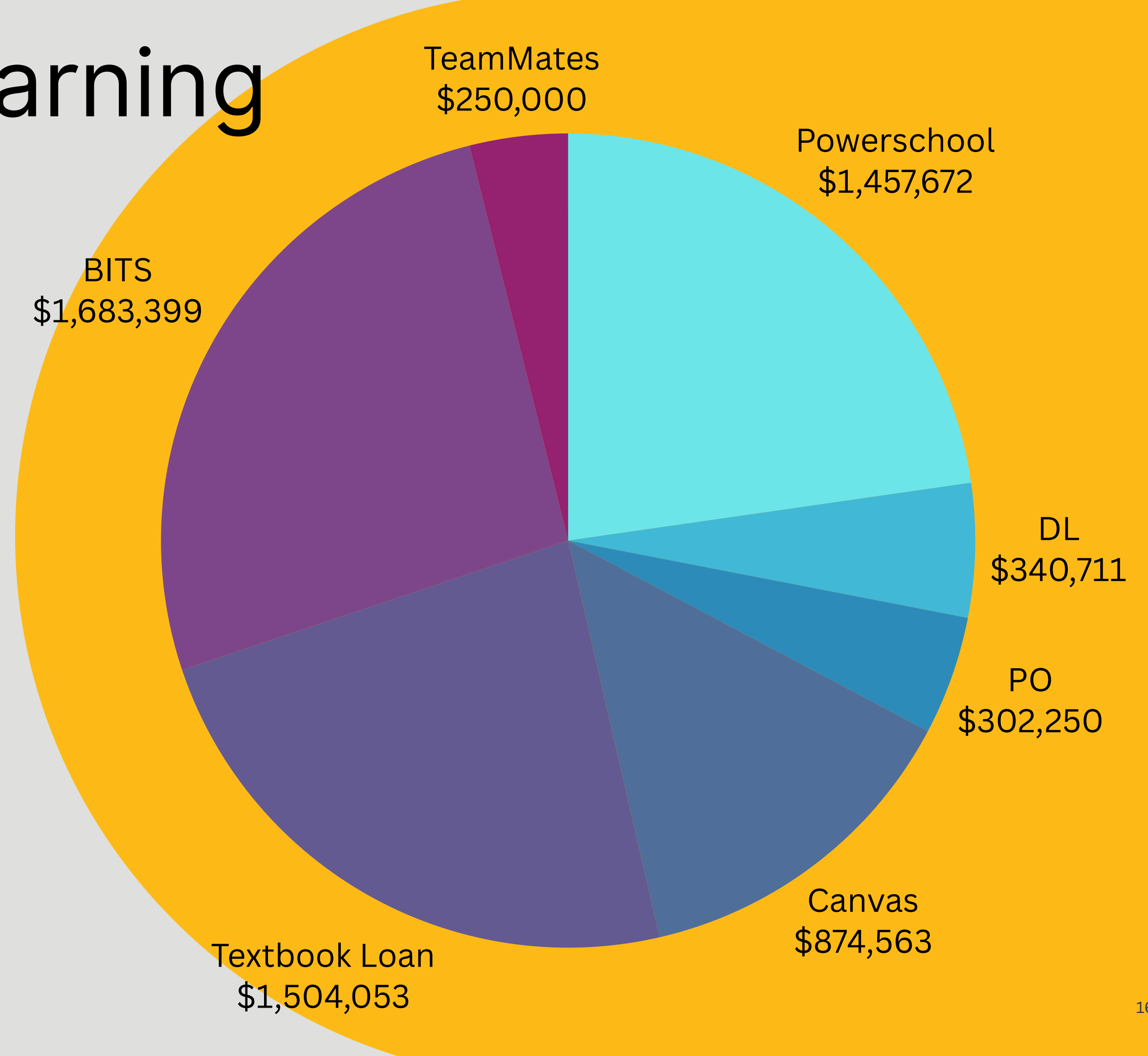
Teaching & Learning Division

\$6,412,648
Up \$524,572

9%

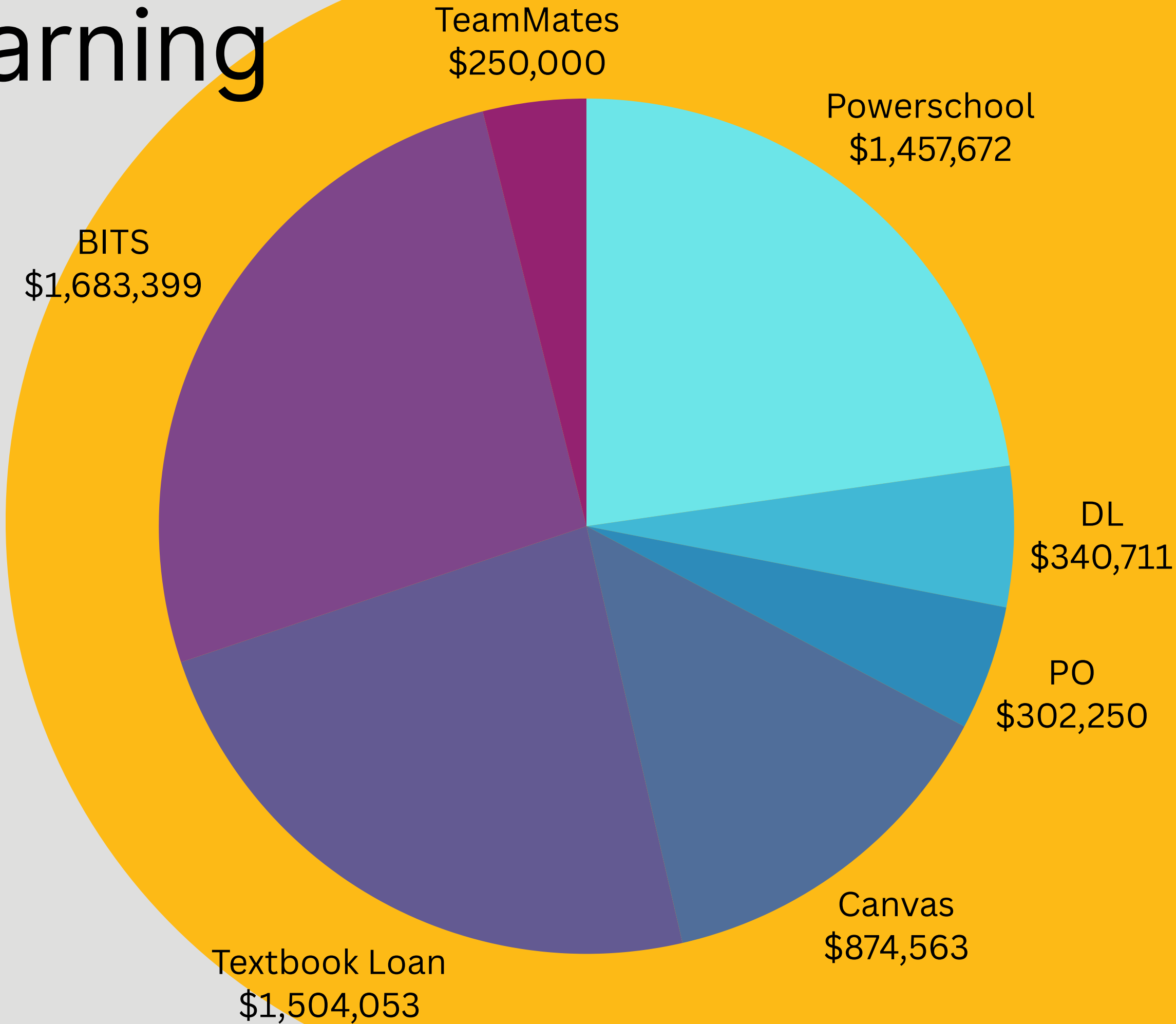
- BITS
- PowerSchool
- LETRS Coordination support

2025-2026
\$5,888,076



Teaching & Learning Division

Self Funded	General Fund Supported
PowerSchool	
DL	
General T&L	
Canvas	
	Textbook Loan
BITS	
TeamMates	



Executive Division

\$1,699,072

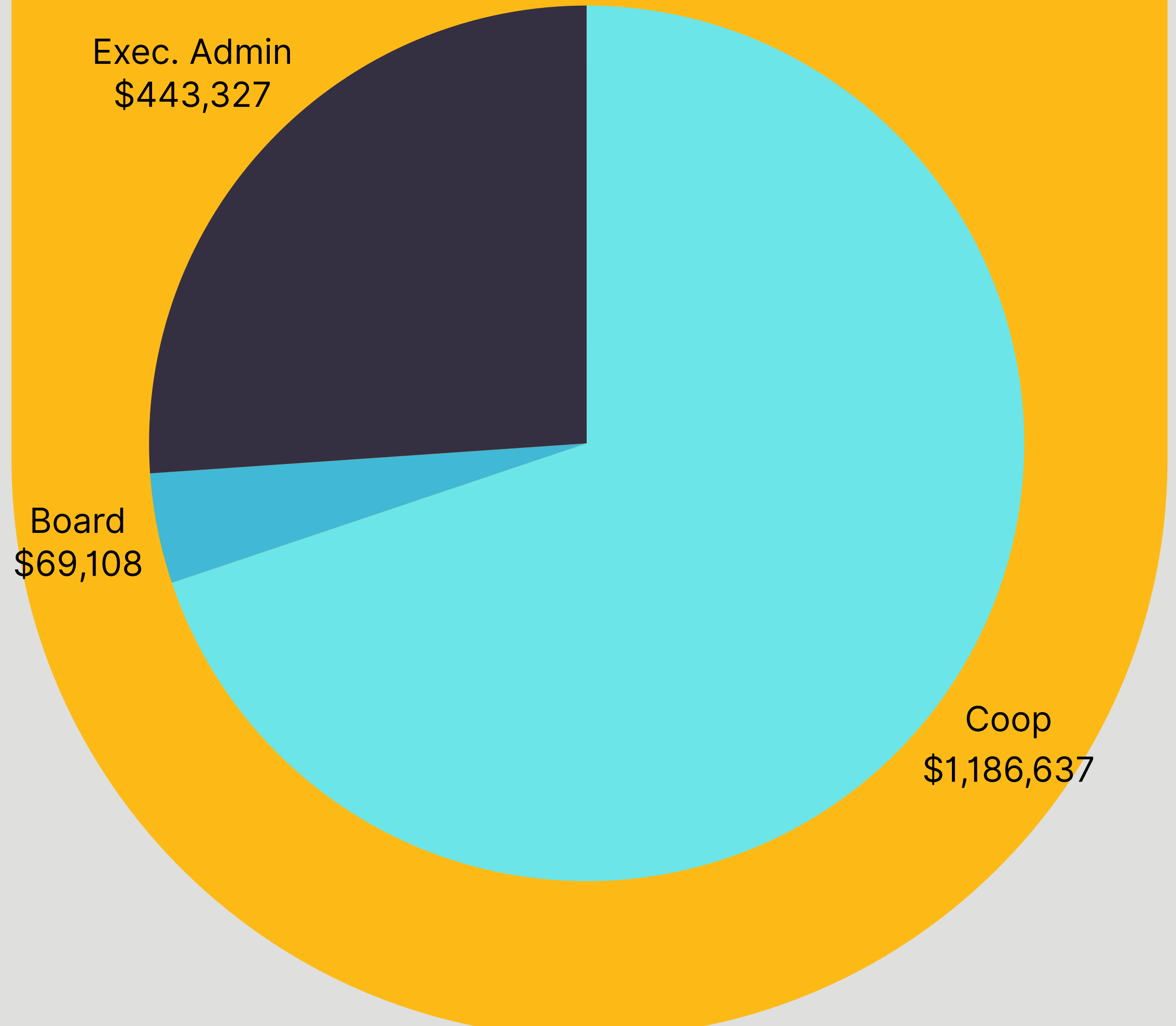
Down \$14,441

<1%

- Website
- Menstrual Products Pilot

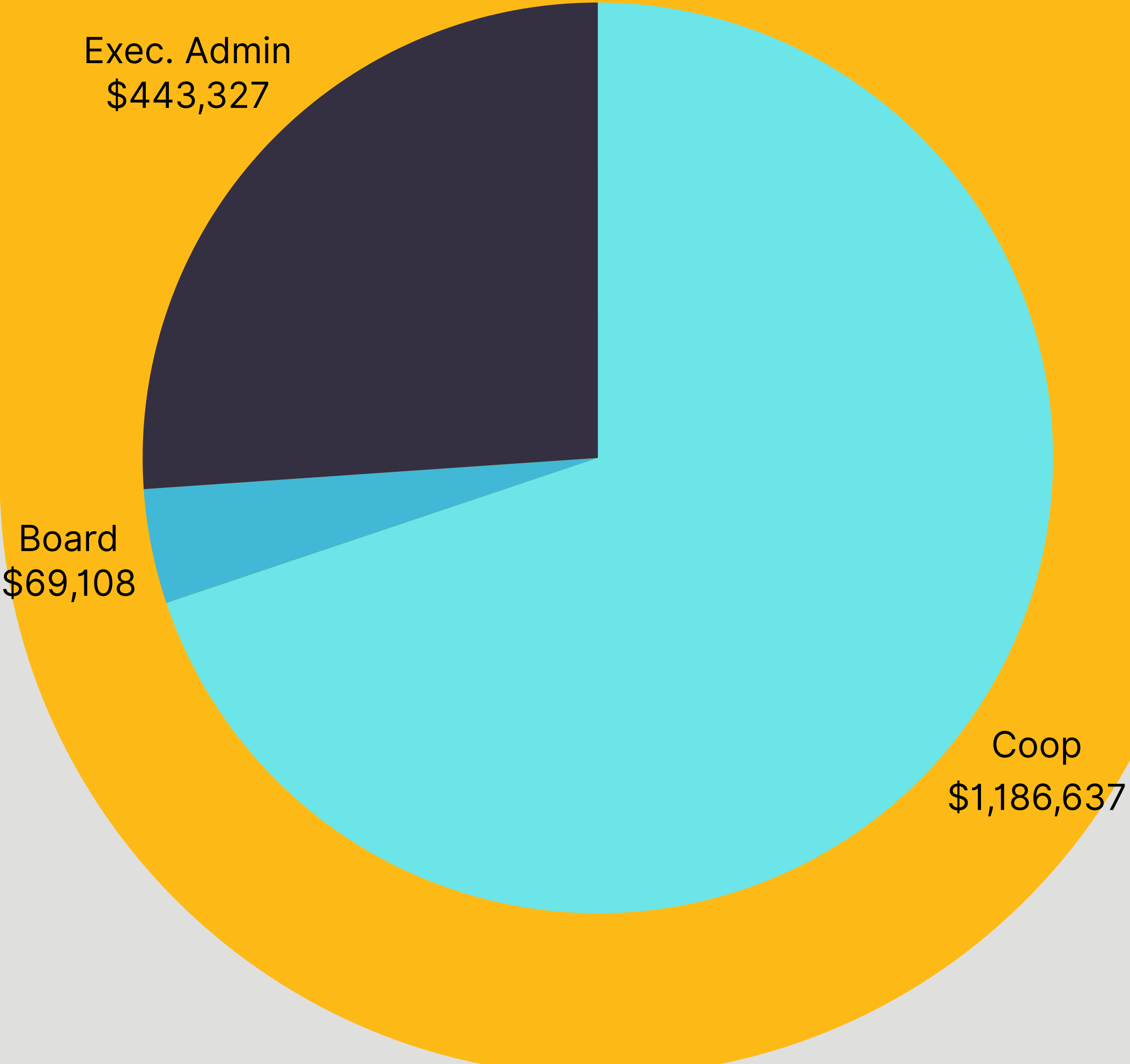
2025-2026

\$1,713,513



Executive Division

Self Funded	General Fund Supported
Coop	
	Board
	Executive Admin



Budgeted **Grant Authority**

\$7,357,172

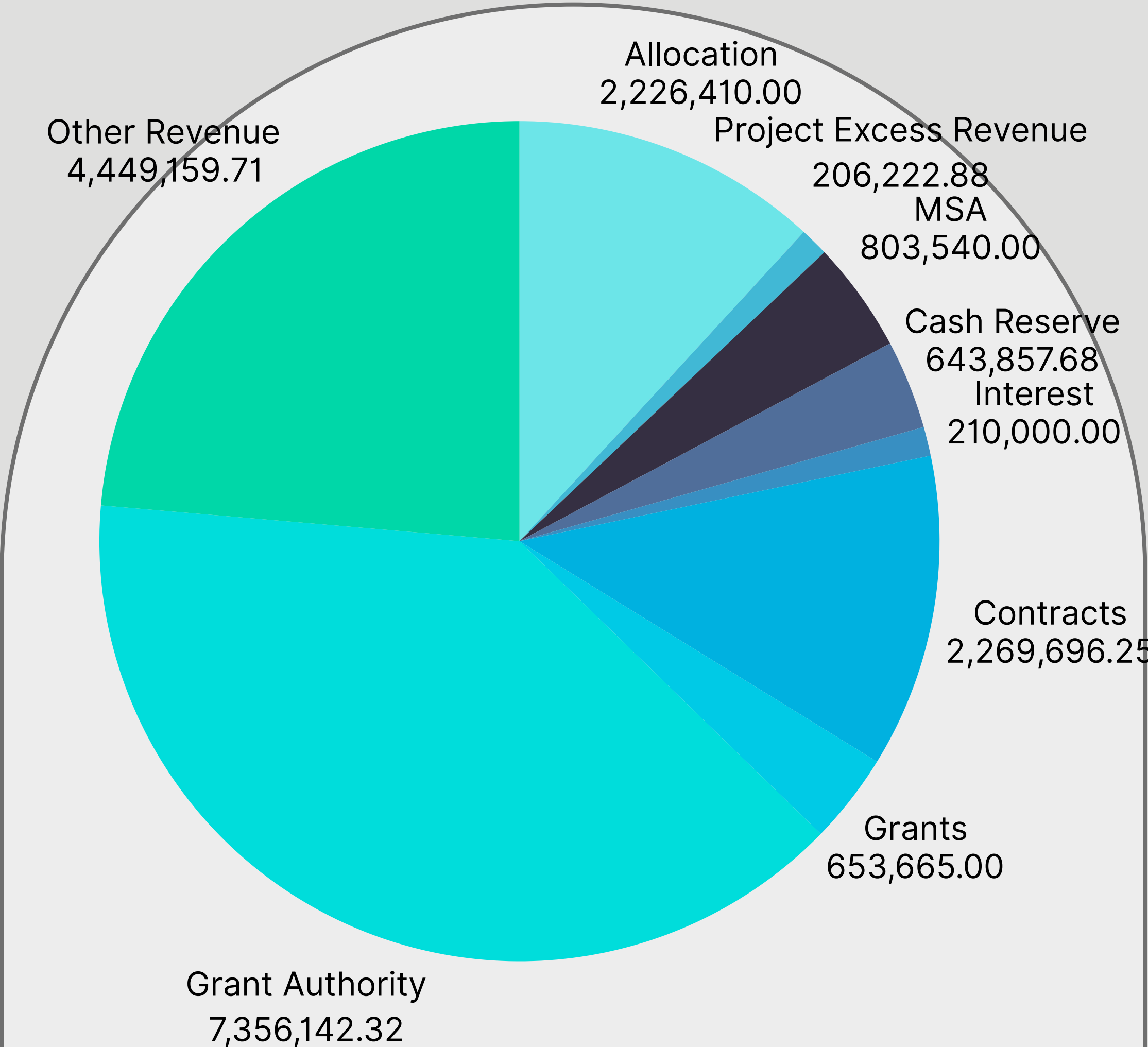
- Anticipated State
- Anticipated Federal



Budget Revenue

Total
\$18,818,694
Up \$656,432
3.6%

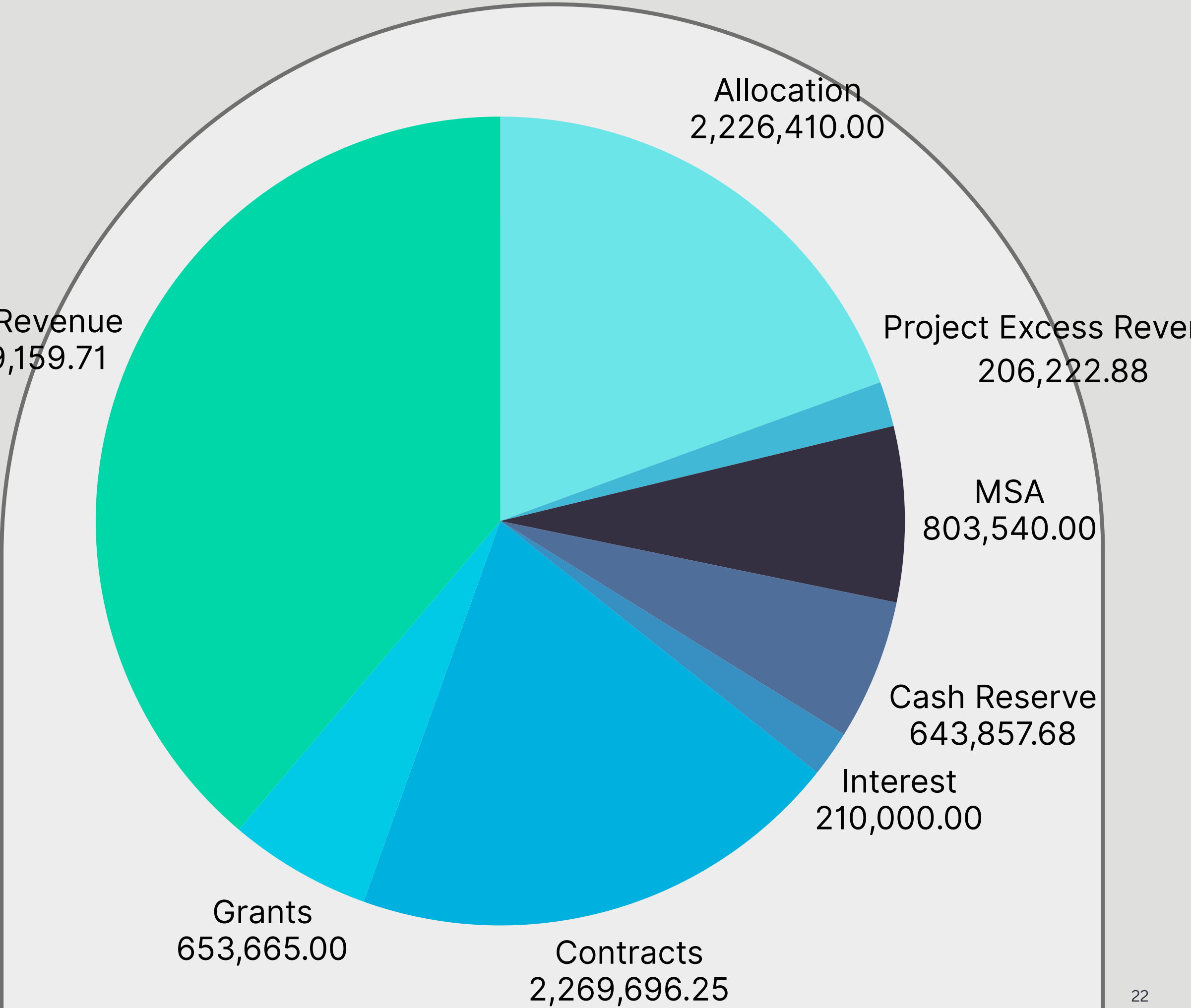
2025-2026
\$18,162,262



Budget Revenue

Excluding Authority
\$11,262,553
Up \$1,300,290
12.8%

2025-2026
\$10,162,282

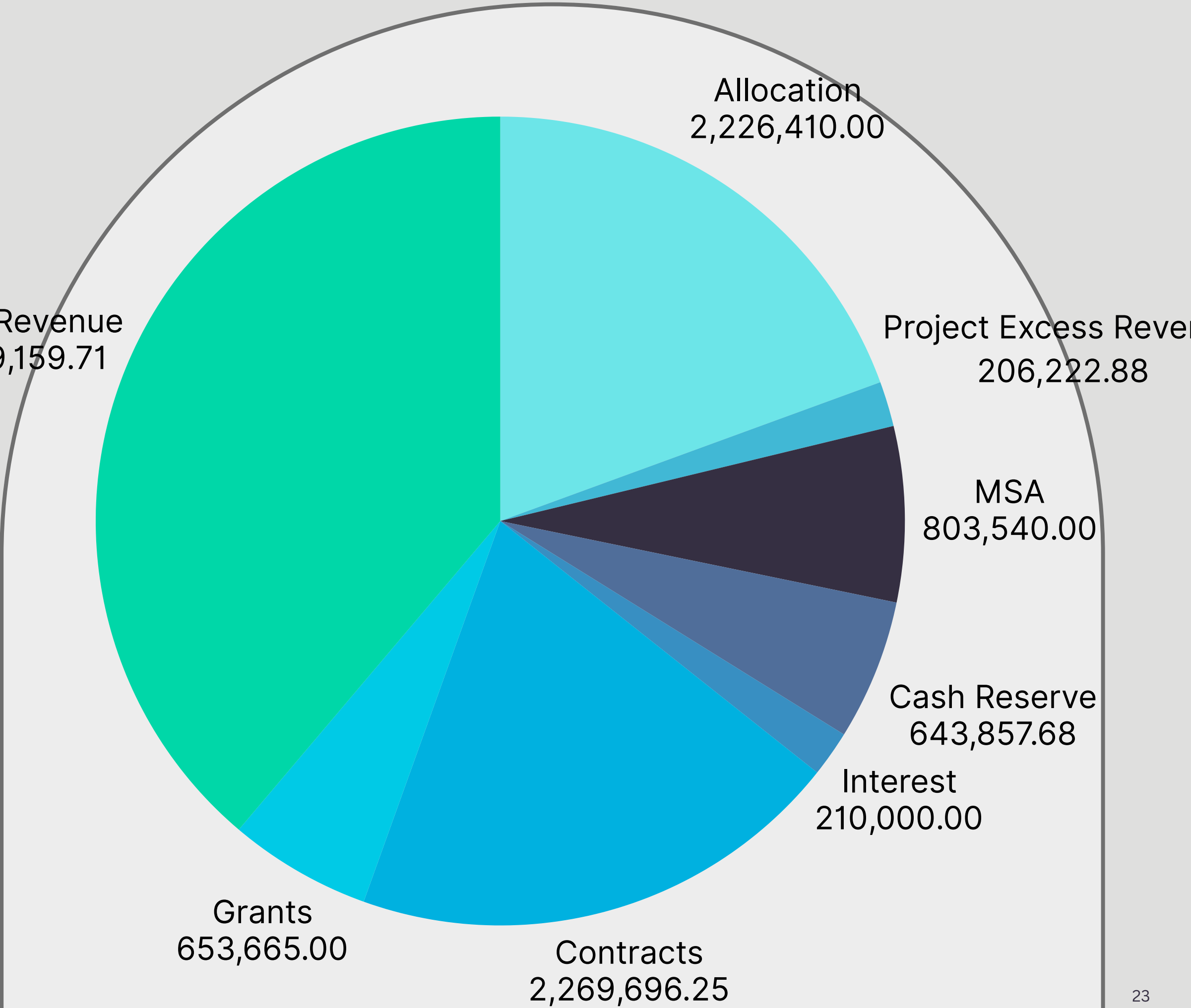


Budget Revenue

Up	Down	Level
----	------	-------

Core Service
DL
Coop
MSA*
PowerSchool
Contracts/ Grants

*SRS Billing



Dollars pulled from **Cash Reserve**

\$643,858



Cash Balance, Cash Reserve & Cash On Hand



Cash Balance
\$2,840,143

Cash Reserve

\$2,840,143

15%

Needs

\$3,334,956

Cash On Hand
\$0

2026-2027



Budget Hearing

September 15, 2026



CEO Report to the Board September 2026

Committee Meetings Date: September 15, 2026

Board Meeting Date: September 16, 2026

Executive Committee

Organizational Chart

- Review updated organizational chart

Cash Reserve Document

- Will share the first draft with the Executive Committee on September 15, 2026. The document will be revised as the strategic planning document gets updated.

Ed Resources

Legal

Governor Student Leader Event

- The Legal Committee will review and select questions - to be done via email.

ESU Financial and Staffing Information

- Review [spreadsheet](#). The yellow highlighted fields will need to be updated. Have the yellow highlighted fields updated by October 31, 2026.



Statewide Legislative Update Zoom (Optional)

- Scheduled for February 2, 2027 at 10am CST.

Information Services

Full Board

Admins At-A-Glance

- The [Admins At-A-Glance Document](#) is available and updated for 2026-2027. Links will be added as needed.

February 2028 Location Sign-Up

- Please review the [ESUCC February Board Meeting Location Sign-Up](#) document. We need a location for the February 2028 Committee Meetings and Board Meeting.

SMART Help

- Looking for assistance with SMART training.
 - [SMART Support for ESA Sales and Training](#).

ESUCC Legislative Day Planning Committee

- Meeting is October 8, 2026 at 11am-Noon. Who would like to be on the committee?

Statewide Legislative Update Zoom (Optional)

- Scheduled for February 2, 2027 at 10am CST.

NDE Connects Visibility

- First zoom with NDE on September 18, 2026 - 1:00-1:45.
- Second is October 23, 2026. I will not be able to attend due to being at the State Association Executive Directors In-Person Symposium. Chiefs will rotate depending on the topic.



Meetings with Senators

- Reminder: If you have a Senator coming to your ESU, please let me know and I will try to attend or zoom in.

Take Aways

- ****New Communication Effort**** There will be three take-aways listed in every board meeting. They will also be added to the Newsletter.

Governor Student Leader Event - October 26, 2026, 9:30 CST

- Save the Date located at the end of this section
 - Share with schools
- Pre-Event Zoom meetings
 - October 12, 2025, 8:30-9:30 CST
 - October 14, 1:00-2:00 CST
- Location:
 - In Person, ESU 3, LaVista
 - Zoom, ESUs, Schools, Classrooms
- Preparation by all ESUs
 - Respond promptly to ESUCC communications regarding dates and equipment needs.
 - Use provided templates to send invitations and correspondence to school districts.
 - Assist remote schools across Nebraska in nominating their student leaders for participation.
 - Assign a room facilitator/monitor for seamless communication with the Governor. Facilitators will ensure that students are prepared, especially if their question is selected.
 - Ensure that tech staff are available on the day of the event to handle video, audio, and troubleshooting.
 - Develop a backup plan in case of technology failure on the day of the event.

10.26.26
Save the Date

Governor Pillen & Nebraska
Student Leaders

OCTOBER 26, 2026 / 9:30AM CST
IN PERSON AT ESU 3 AND VIRTUAL VIA ZOOM

Cash Reserve Document

- Will share the first draft with the Executive Committee on September 15, 2026. The document will be revised as the strategic planning document gets updated.

Board

CEO

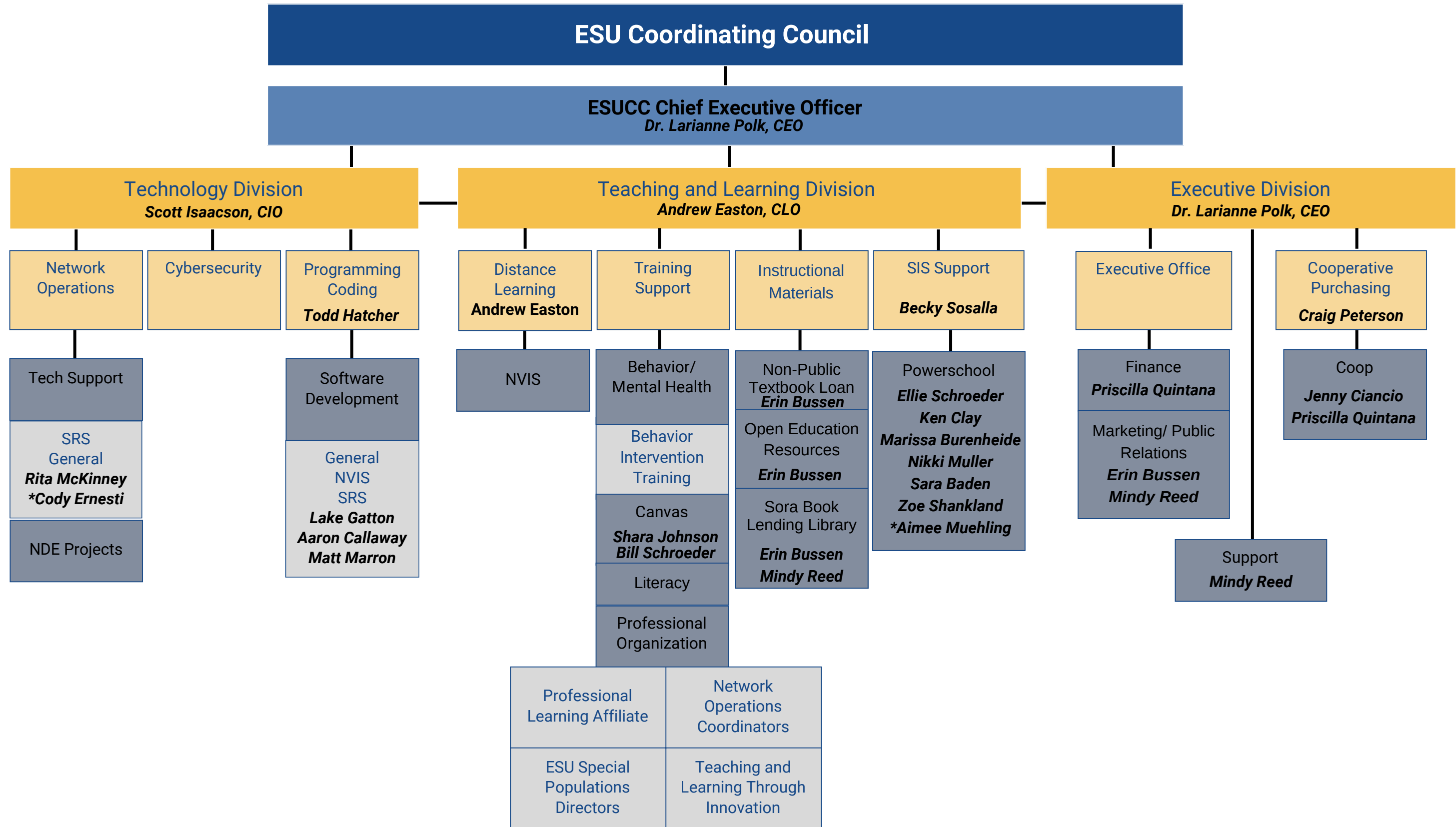
Chief

Director

D. 1

D. 2

Organizational Chart



Expenditures-Revenue Budget 2026-2027

		2025-2026 Budgeted Expenditure	2026-2027 Budgeted Expenditure	Current Year Core Service	DL	BITS	MSA	Coop	Power- School	Contracts/ Grants	Flow Through	General Fund, Project Profits, Interest	Pulled from Cash Reserve
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	-NOC	37,275	27,600								27,600		
	-SDA / PLA	37,875	27,596				20,846				6,750		
	-ESPD	4,275	6,500				3,500				3,000		
	-TLT / TLI	14,300	14,250				12,250				2,000		
	Threat Assessment	35,171	0								0		
	Canvas	823,307	874,563							305,611	568,952		
	BITS	1,302,080	1,683,399			1,683,399							
	TeamMates READ	300,000	250,000							250,000			
	Distance Learning	284,838	431,654		281,654					150,000			
	Literacy	491,895	0										
	Board	19,550	69,108				15,000					10,250	43,858
	Exec. Administration	414,603	443,327	254,417			62,850					126,059	
	Coop	1,025,624	1,186,637					503,741			682,896		
	Menstrual Products Pilot	253,737	0										
	Textbook Loan	1,475,348	1,504,053							1,468,086		35,967	
	SRS	536,916	869,020				369,020						500,000
	ProofPoint - moved to Gen. Tech	100,000	0										
	Duo Security - moved to Gen. Tech	110,000	0										
	CSET	83,824	46,000							46,000			
	Project Para	98,219	0										
	General Technology	345,093	1,815,041	2,900			191,646			300,000	1,053,550	266,945	
	Improvement Grant	0	126,164				6,164			120,000			
	Anticipated State	6,000,000	5,356,142							5,356,142			
	NCNE	567,503	0										
	Logging	608,466	403,665							403,665			
	Anticipated Federal Categorical	2,000,000	2,000,000							2,000,000			
	Totals	18,162,262	18,818,694	261,357	281,654	1,683,399	803,540	503,741	1,457,672	10,399,504	2,344,748	439,222	643,858
	ESUCC Core Service Allocation	256,067	261,357	Core Service	DL	BITS	MSA	Coop	Power- School	Contracts/ Grants	Flow Through	Dollars from General Fund	Dollars pulled from Cash Reserve
	ESUCC Distance Learning Allocation	281,654	281,654										
	BITS Allocation	1,762,456	1,683,399										
	Allocation Growth %	6.62%	-3.21%										
	Allocation Growth \$	142,808	-73,767										
	Interest Accrued	199,896	210,000										
	Project Excess Revenue	113,247	206,223										
	Budgeted from Cash Reserve	309,033	643,858										
	Other Necessary Revenue	7,239,909	8,176,061										
	Other State and Federal Grant Authority	8,000,000	7,356,142										
	Total Budgeted Revenue	18,162,262	18,818,694										
	Total Budgeted Expenses	18,162,262	18,818,694										
	Budget Growth %	-5.46%	3.61%										
	Budget Growth \$	-1,048,963	656,432										
	Estimated Reserve %	23%	15%										
	Estimated Year Ending Balance Forward	4,030,814	2,840,143										

2026-2027



Budget Hearing

September 15, 2026



What's New



- Expired Projects:
 - Regional Literacy Coach MOU
 - Menstrual Products Pilot
 - Project Para
 - NCNE
 - Threat Assessment
- Project Increases
 - BITS
 - PowerSchool
- Anticipated Personnel Changes
 - PowerSchool (Authority)
- Supplemental Project Support from Cash Reserves
 - Strategic Plan
 - Board Mileage
 - SRS development
- SMART ESA expansion

Budget Categories



Technology
Division



Teaching
and
Learning
Division



Executive
Division

Budget Categories

- SRS
- NVIS
- Improvement
- General Tech



Budget Categories



- Distance Learning
- PO (formerly PDO)
- BITS
- Textbook Loan
- PowerSchool
- Canvas
- TeamMates R.E.A.D.

Budget Categories



Executive
Division

- Coop
- Board
- Executive Administration



2026-2027

Program Growth

- Technology Division
 - SRS Advanced Development
 - SMART enhancement
 - Data from external sources to SMART
 - SMART ESA expansion
 - Arkansas
 - Washington
 - Oregon

Funded with general fund, cash reserves, and contract revenue for SMART ESA

Will not bill ESUs





**Funded with
general funds and
cash reserves**

Will not bill ESUs

2026-2027 Program Growth

- Teaching & Learning
 - PowerSchool
 - LETRS Coordination



**Funded with cash
reserves**

Will not bill ESUs

2026-2027 Program Growth

- Executive Division
 - Strategic Plan
 - Board Mileage

Division

FTE



Technology

5.12

Teaching &
Learning

12.95

Executive

3.93

22
Total

\$18,162,262

2025-2026

\$18,818,694

2026-2027

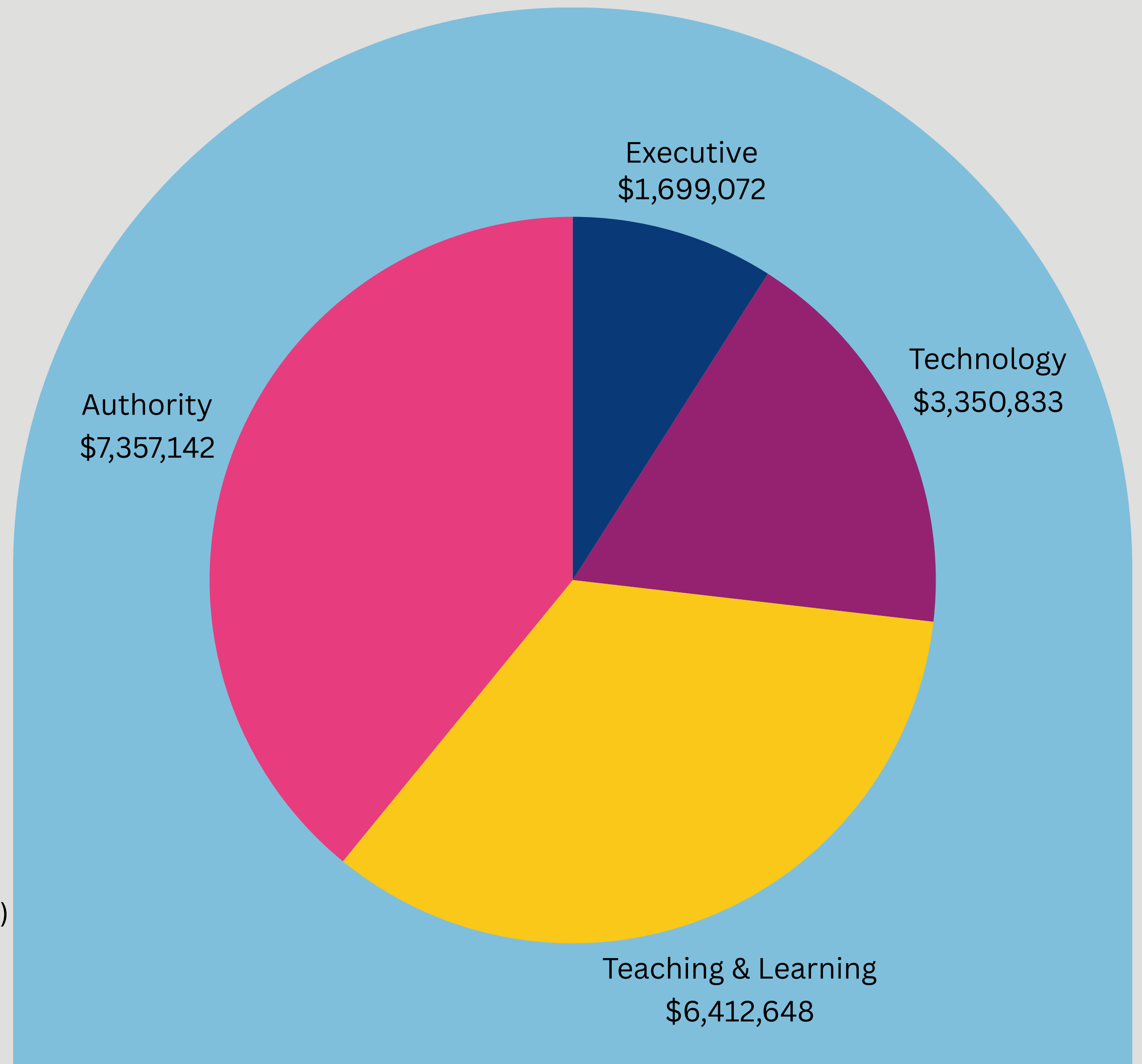
Budget Expenses

Total (includes Authority)
\$18,818,694
Up \$656,432
3.6%

2025-2026

Operational \$10,162,262

Total \$18,162,262 (includes Grant Authority)



Budget Expenses

Operational
\$11,462,552
Up \$1,300,290
12.8%

2025-2026

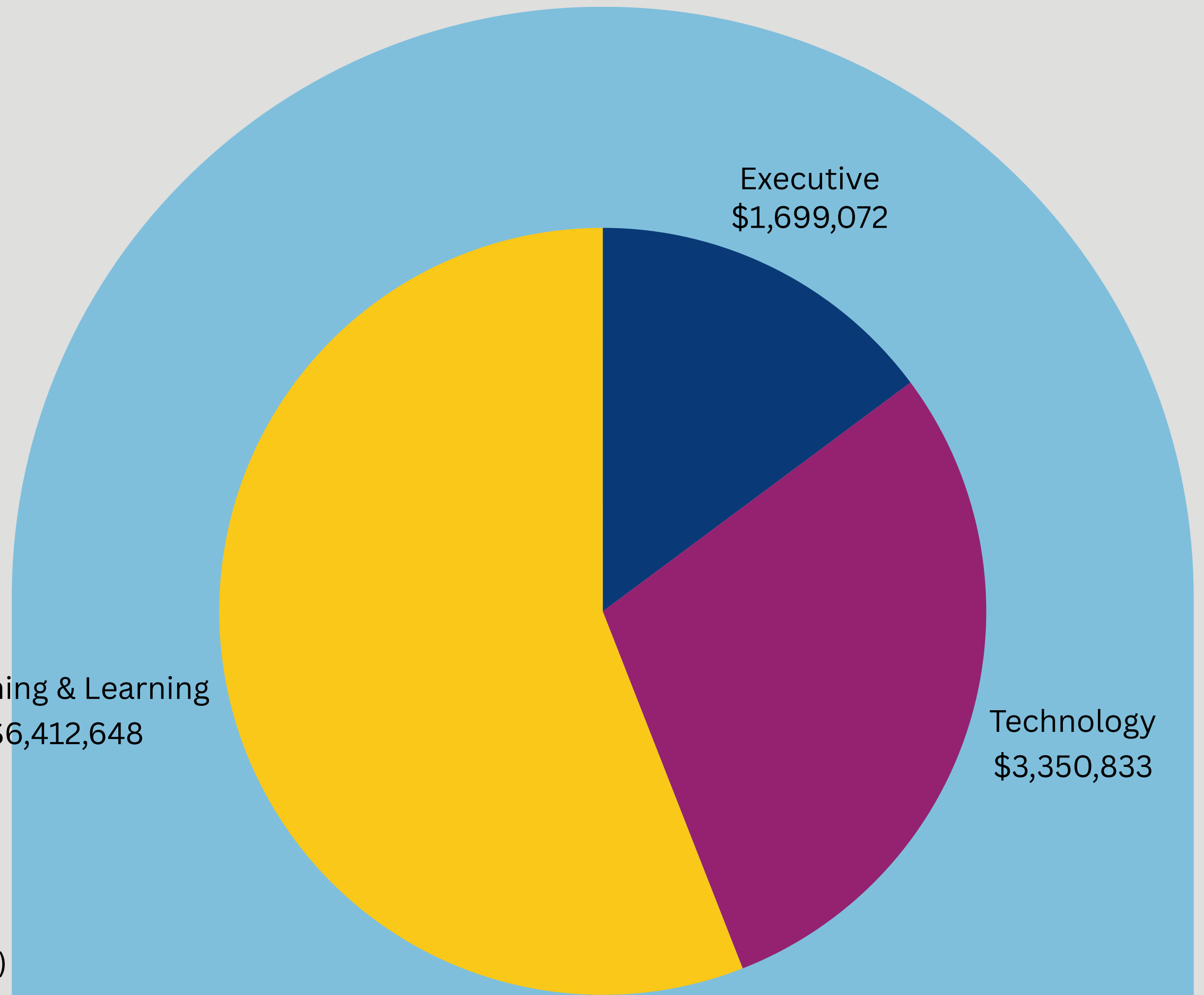
Operational \$10,162,262

Total \$18,162,262 (includes Grant Authority)

Teaching & Learning
\$6,412,648

Executive
\$1,699,072

Technology
\$3,350,833



Tech Division

\$3,350,833

Up \$790,159

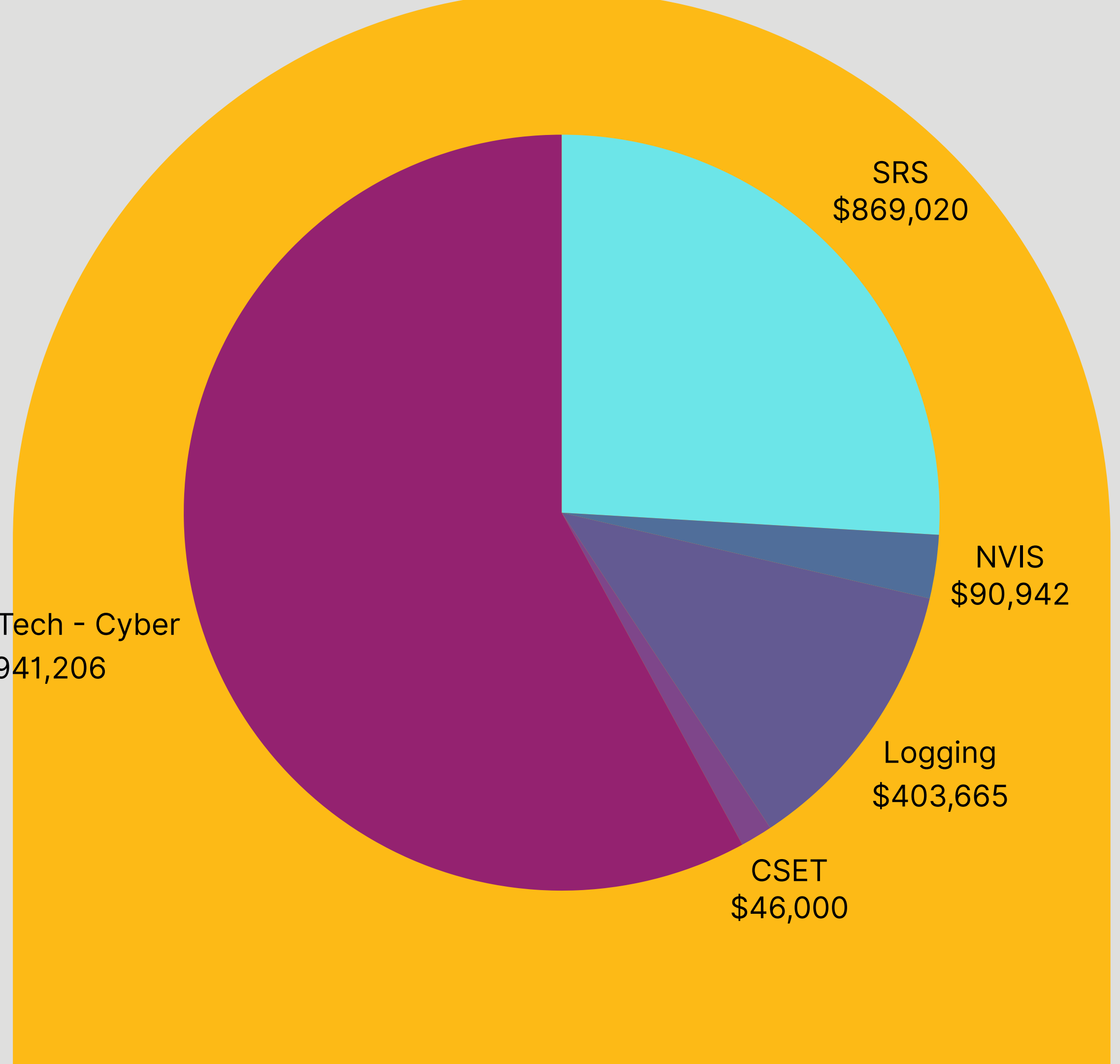
31%

- Project Development
 - SRS
 - SMART
 - Cybersecurity (logging)

2025-2026
\$2,560,673



General Tech - Cyber
\$1,941,206

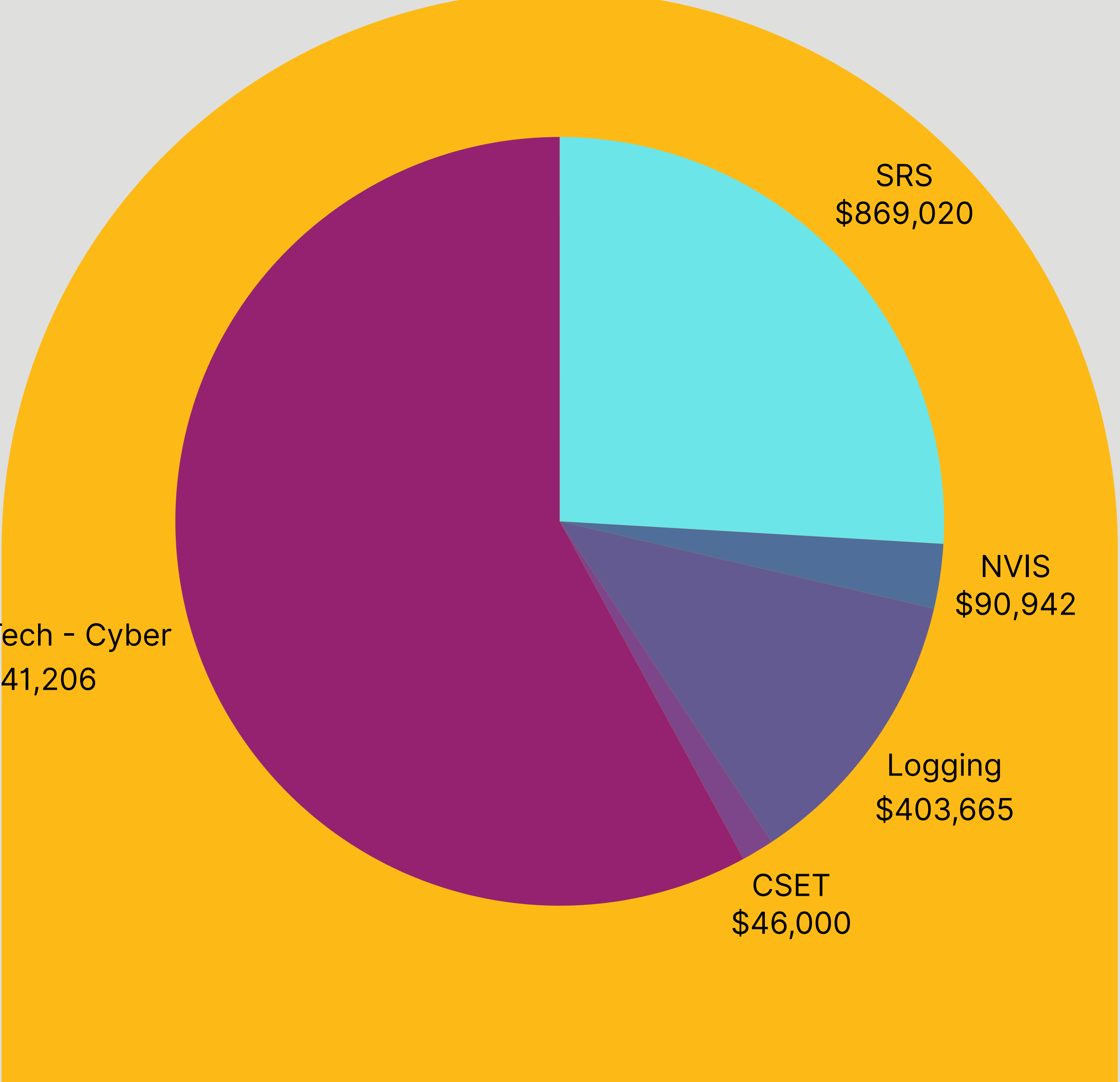


Tech Division

Self Funded	General Fund Supported
	SRS*
	NVIS
Logging	
	General Tech

*CR Supplement

General Tech - Cyber
\$1,941,206



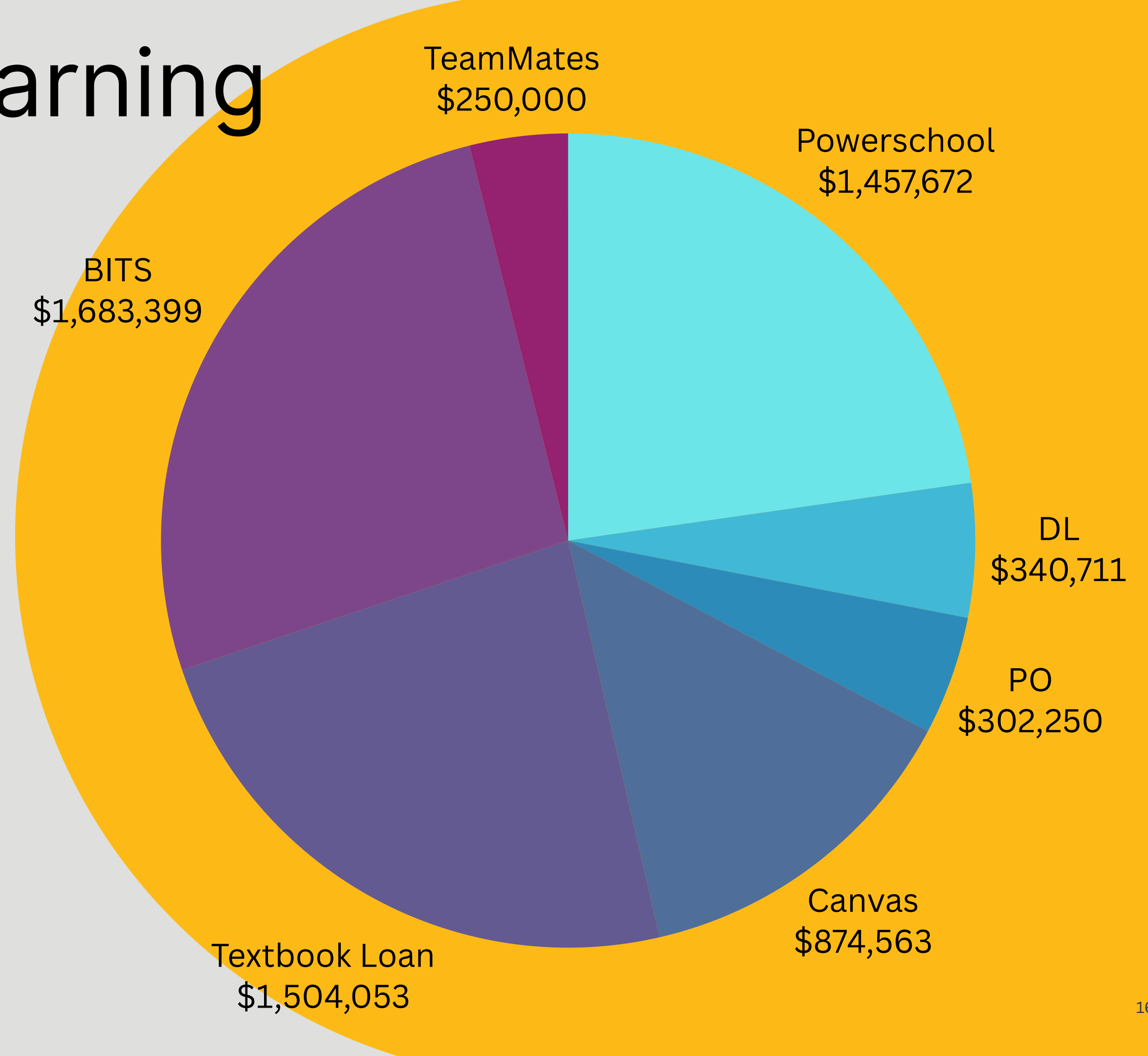
Teaching & Learning Division

\$6,412,648
Up \$524,572

9%

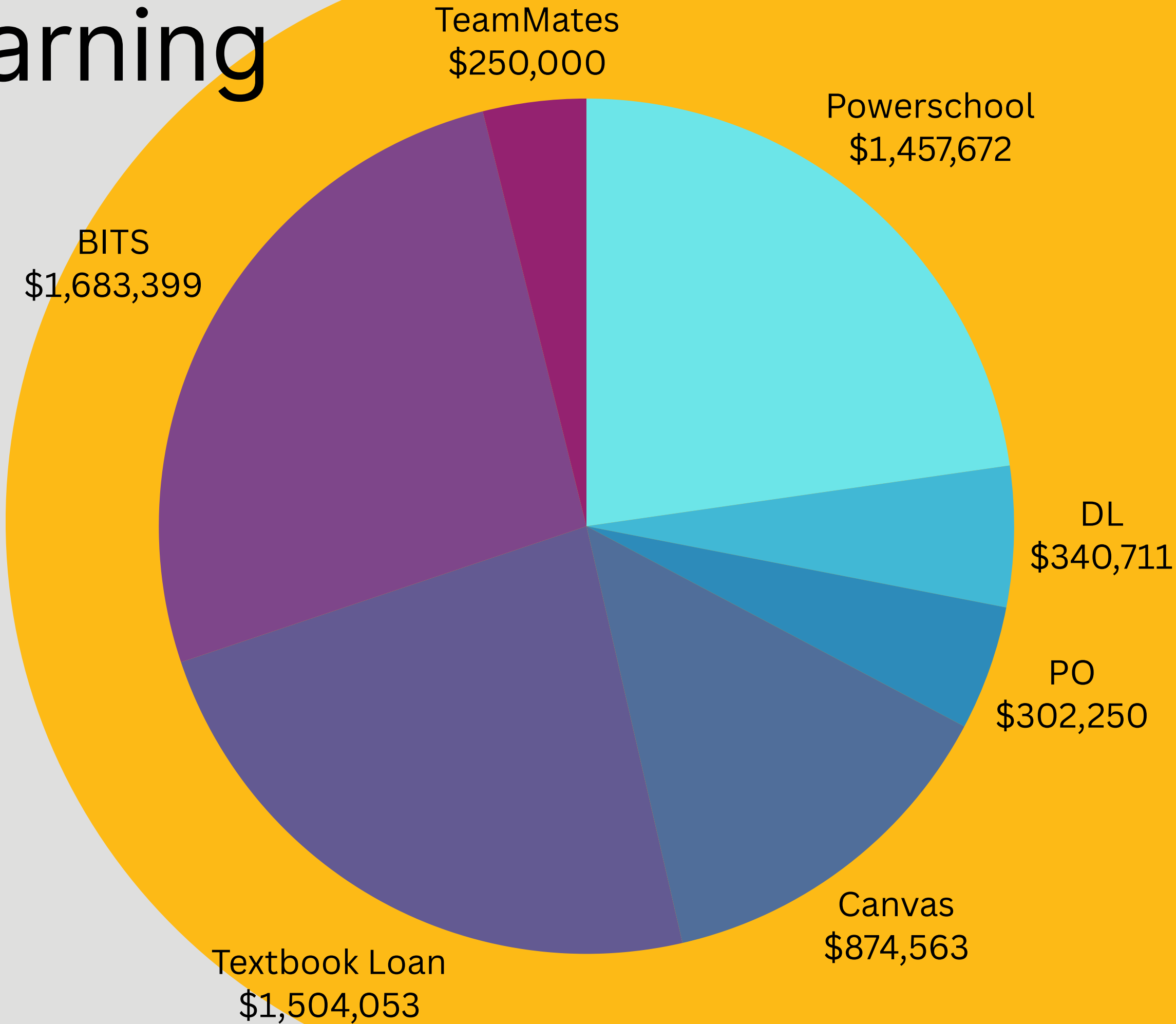
- BITS
- PowerSchool
- LETRS Coordination support

2025-2026
\$5,888,076



Teaching & Learning Division

Self Funded	General Fund Supported
PowerSchool	
DL	
General T&L	
Canvas	
	Textbook Loan
BITS	
TeamMates	



Executive Division

\$1,699,072

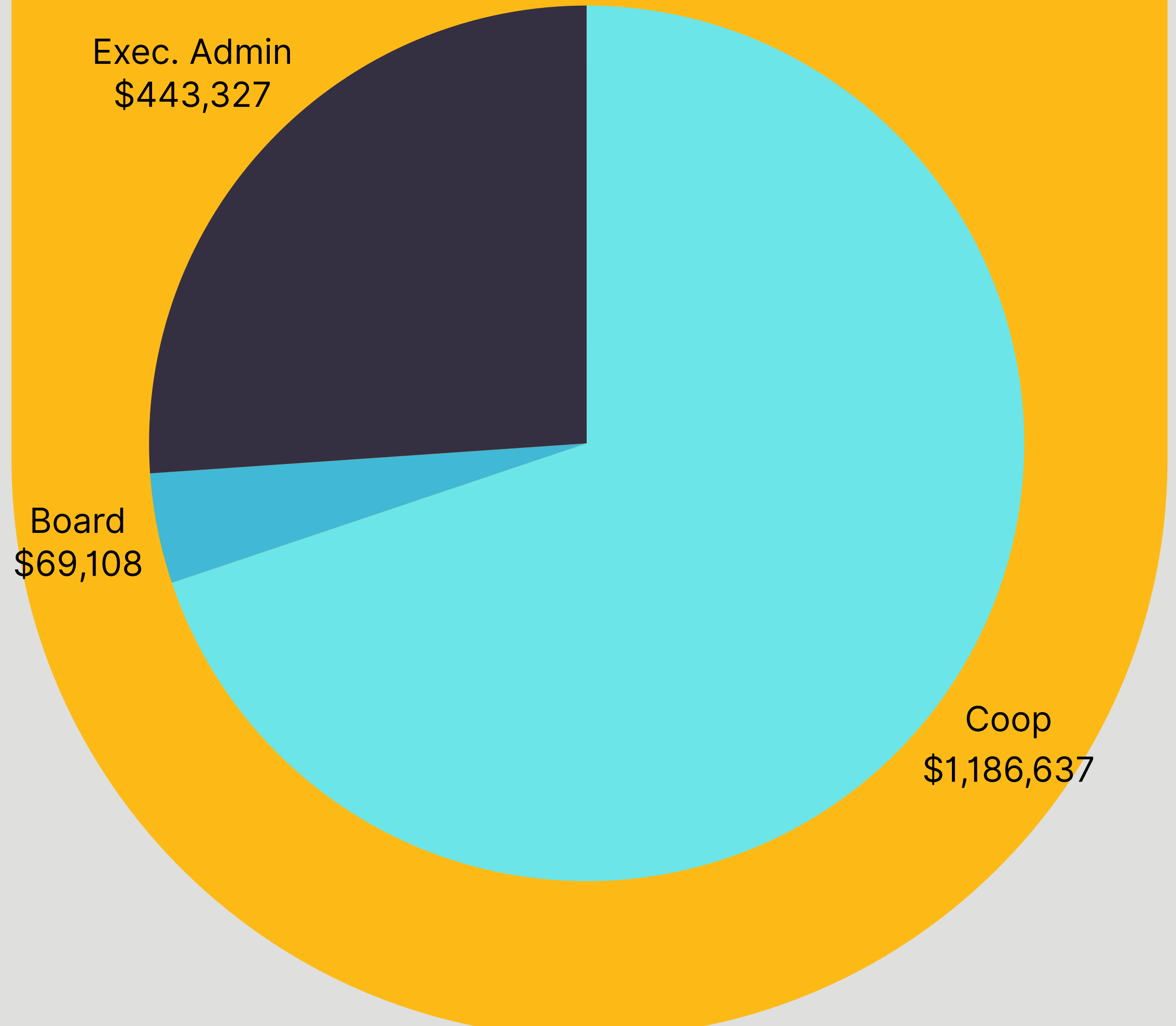
Down \$14,441

<1%

- Website
- Menstrual Products Pilot

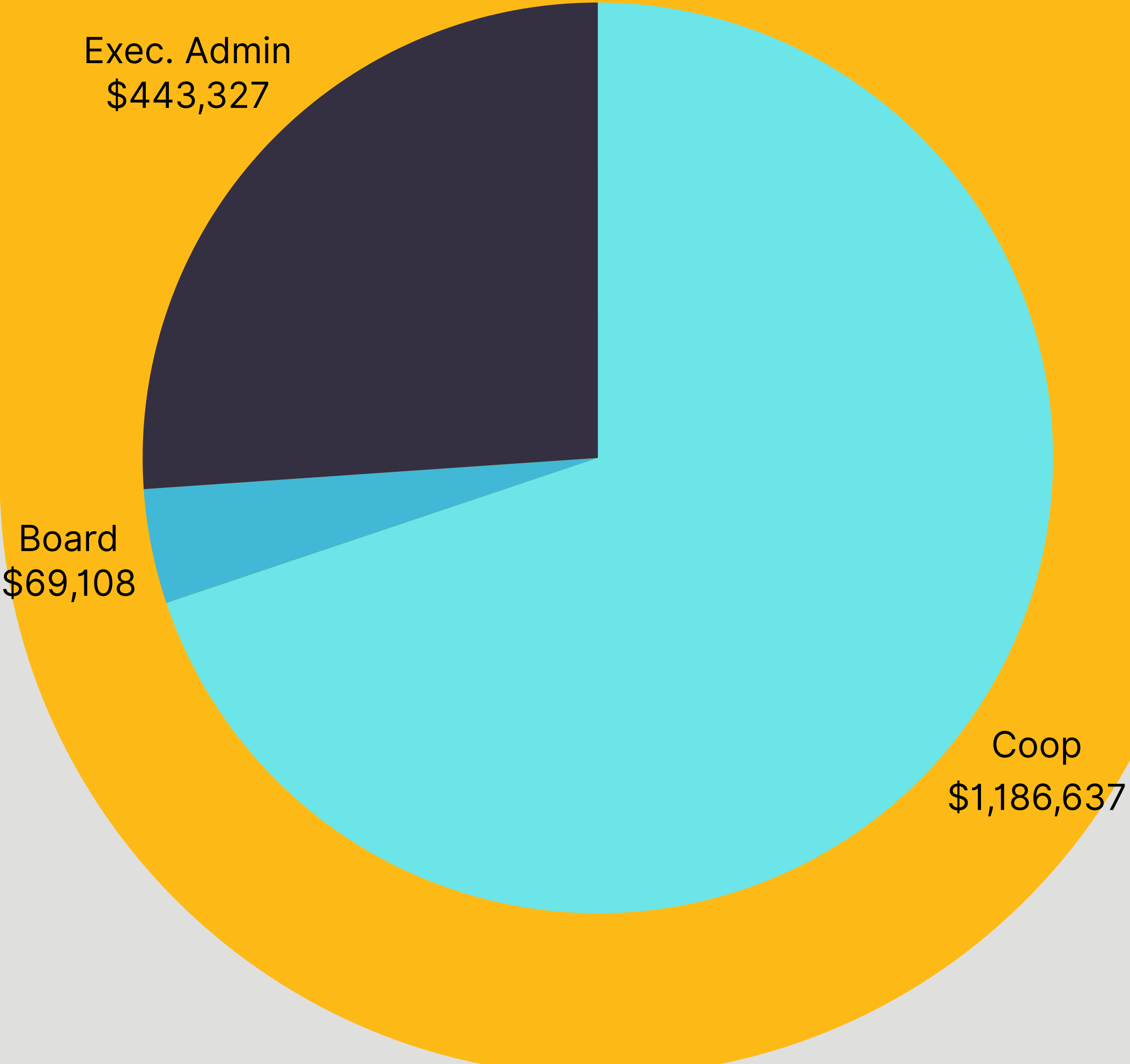
2025-2026

\$1,713,513



Executive Division

Self Funded	General Fund Supported
Coop	
	Board
	Executive Admin



Budgeted **Grant Authority**

\$7,357,172

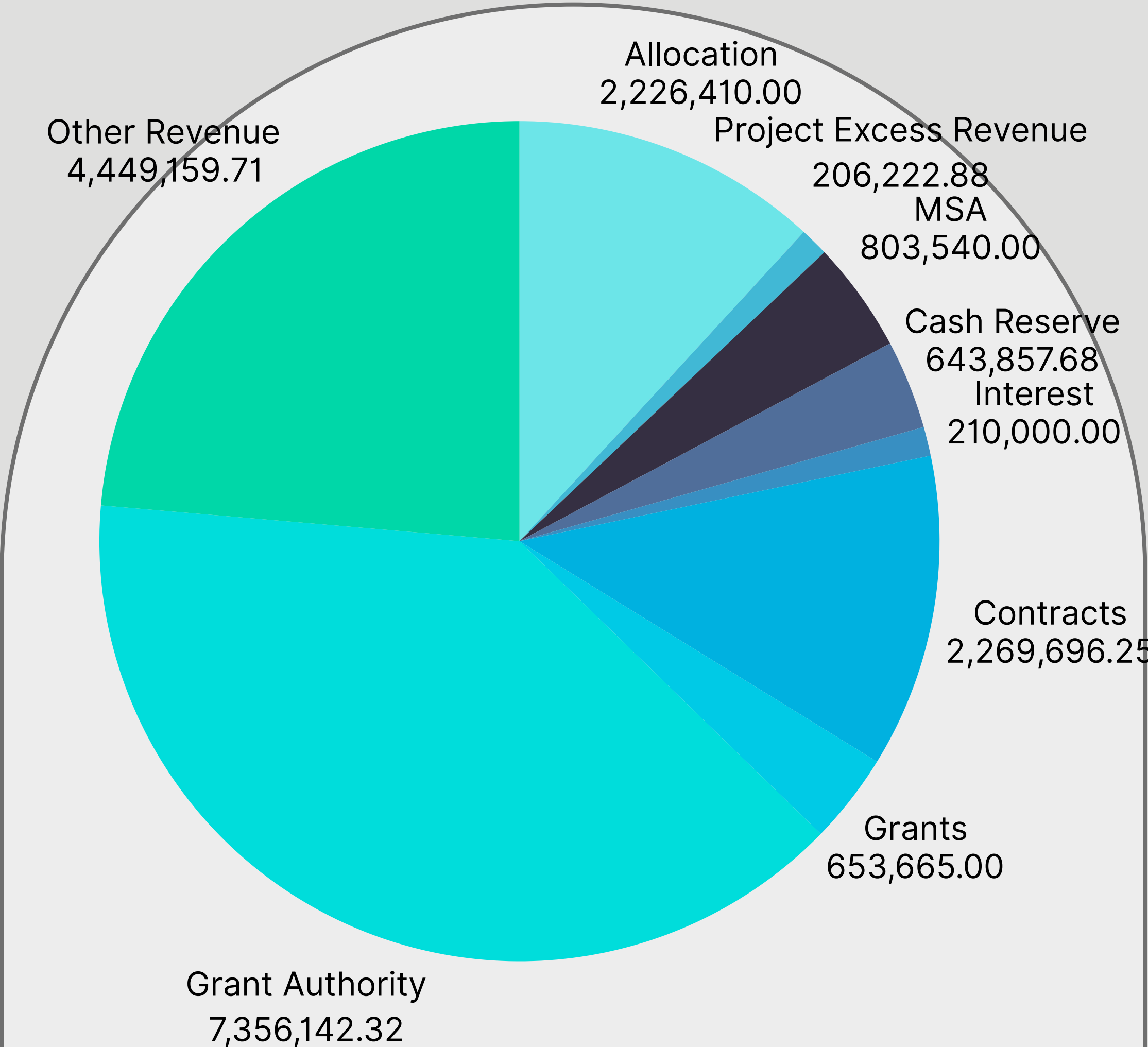
- Anticipated State
- Anticipated Federal



Budget Revenue

Total
\$18,818,694
Up \$656,432
3.6%

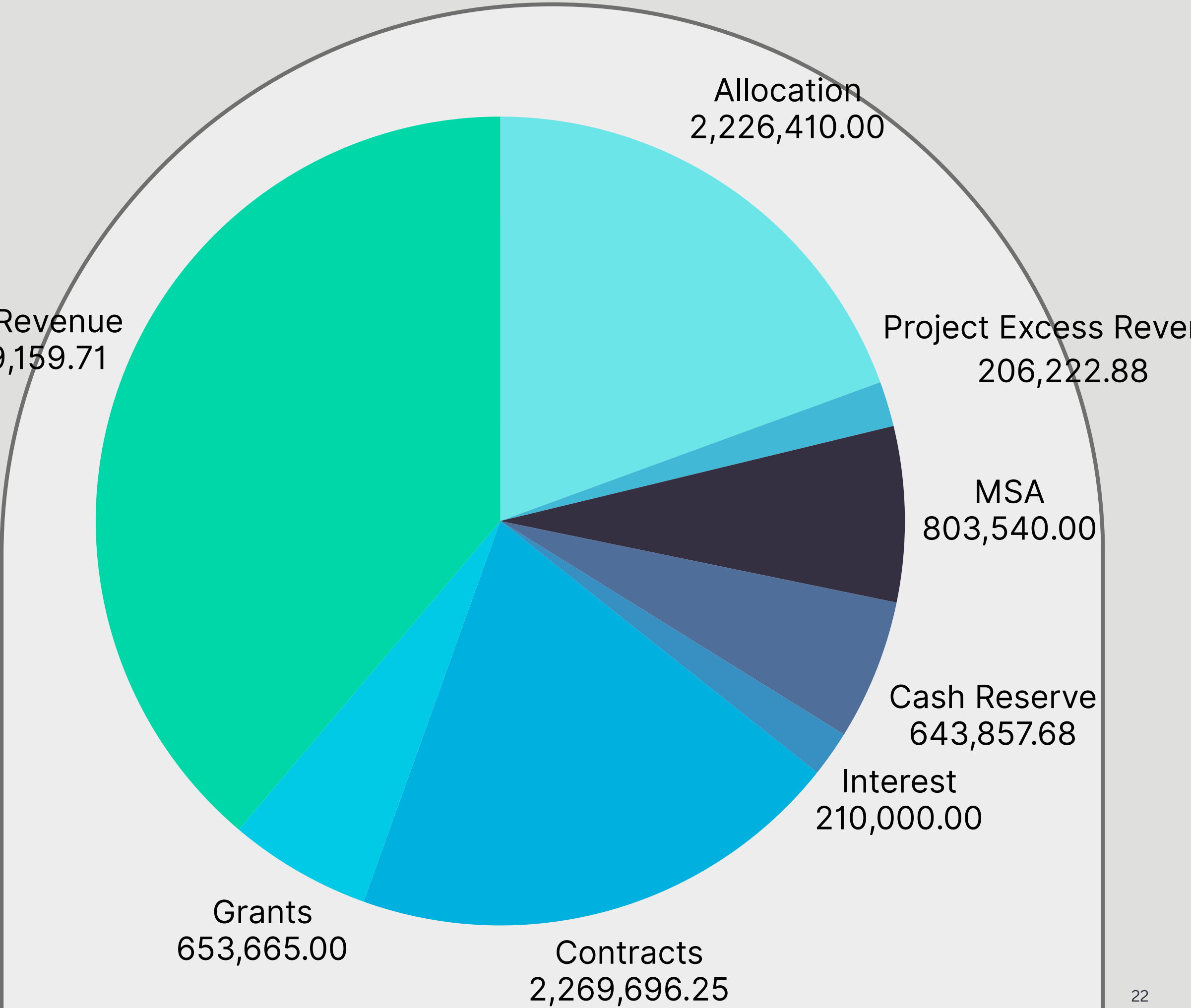
2025-2026
\$18,162,262



Budget Revenue

Excluding Authority
\$11,262,553
Up \$1,300,290
12.8%

2025-2026
\$10,162,282

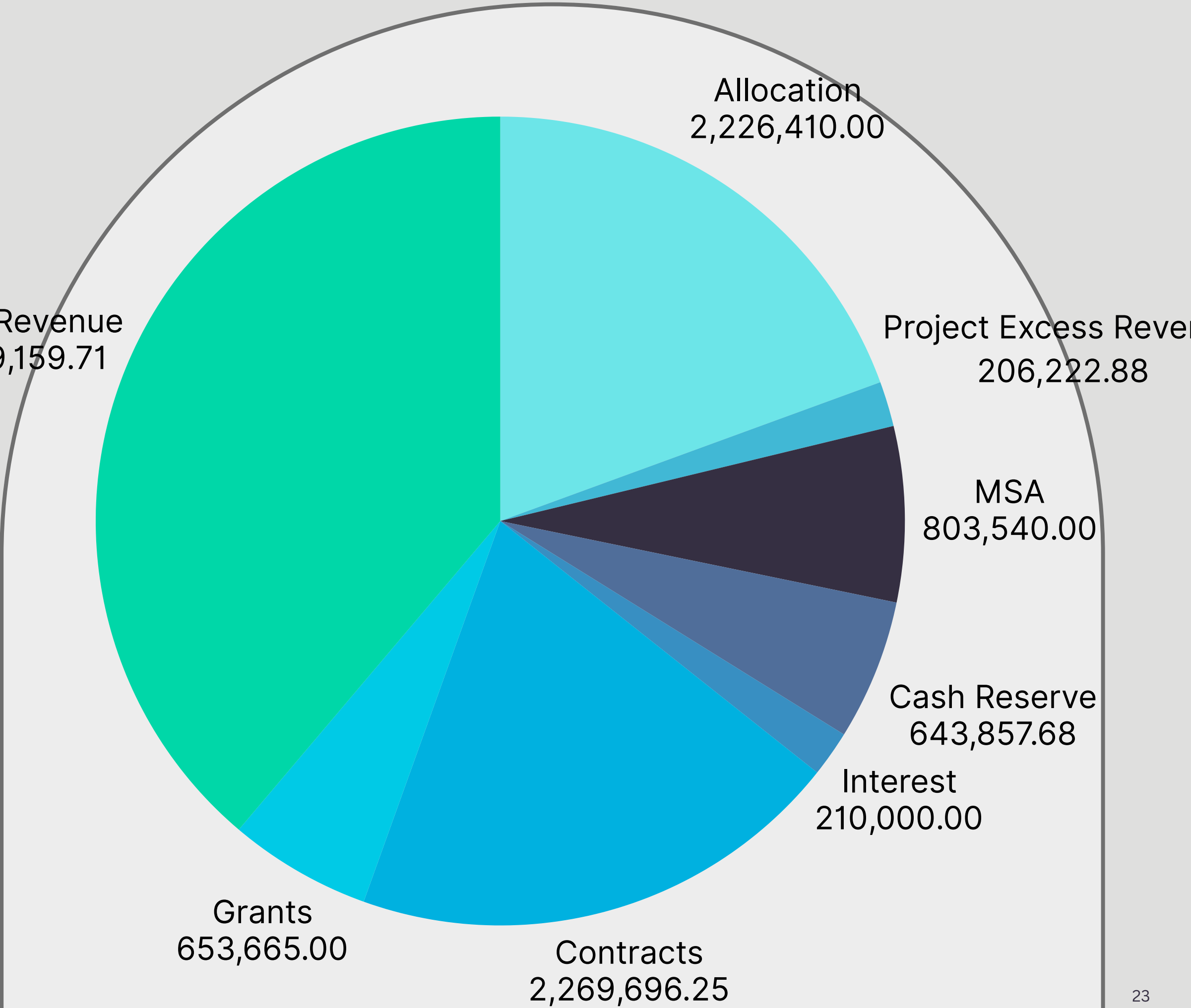


Budget Revenue

Up	Down	Level
----	------	-------

Core Service
DL
Coop
MSA*
PowerSchool
Contracts/ Grants

*SRS Billing



Dollars pulled from **Cash Reserve**

\$643,858



Cash Balance, Cash Reserve & Cash On Hand



Cash Balance
\$2,840,143

Cash Reserve

\$2,840,143

15%

Needs

\$3,334,956

Cash On Hand
\$0

2026-2027



Budget Hearing

September 15, 2026



ESU Coordinating Council

Cash Reserve Analysis and Designated Uses

Legal References:

[§13-503](#) (1) Governing body means the governing body of the...Educational Service Unit Coordinating Council...(6) Cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund

[§13-504](#) (1)(b) The cash reserve shall not exceed 50% of the total budget adopted

[§79-1245](#) (1) The Educational Service Unit Coordinating Council...shall be funded from 2% of the core services and technology infrastructure funding..., appropriations by the Legislature for distance education, and fees established for services provided to educational entities. (2) The council is a political subdivision...exercising public powers separate from the participating educational service units. The council shall...not have taxing power.

Definitions:

Cash on hand: The actual physical or bank balance of money held at any given moment. This is what is left in the beginning balance after the cash reserve is removed.

Cash reserve (specifically a budgeted "necessary cash reserve"): A legally planned and restricted portion of the budget set aside to smooth out cash flow gaps when tax receipts arrive slowly.

Cash Reserve Rationale:

The ESU Coordinating Council maintains cash reserves to ensure operational stability, manage reimbursement-based projects, and provide capacity for statewide initiatives to support Nebraska ESUs and schools.

- ☐ **Current Beginning Balance** (FY 2026-27)
This number is found on the budget, Total All Funds, Checking Account and Investments.
\$2,840,143
15%
- ☐ **Cash Reserve** [Click here for details](#)
Dollars reserved for necessary cash flow stability.
This number is found on the budget, Total All Funds, Balance Forward/Cash Reserve
\$3,334,956
- ☐ **Project Planning** [Click here for details](#)

Dollars earmarked for planned and known one-time, short-term, or temporary expenses.
\$0

☐ **Cash On Hand** [Click here for details](#)

Dollars remaining in the bank after the reserves and planning are accounted for.
\$0

Cash Reserve Analysis and Designated Uses Detail

Cash Reserve Explanation

Dollars reserved for necessary cash flow stability.

- Total \$3,334,956
- 117% of cash reserve balance

Three Months Personnel Costs	\$800,000
Contracts and Grants	
BITS, total budgeted \$1,292,333 (50% reimbursement reserve)	\$841,700
Textbook Loan, total budgeted \$1,925,503 (75% reimbursement reserve)	\$1,128,039
Canvas, total budgeted \$305,611 Balance remaining, \$684,731 (100% reimbursement reserve)	\$305,611
CSET - Cybersecurity Eval Tool , final year Total budgeted, \$46,000 (75% reimbursement reserve)	\$34,500
SLCG - Logging Grant Total \$203,666 (75% reimbursement reserve)	\$152,750

Project Planning

Dollars earmarked for planned and known one-time, short-term, or temporary expenses.

- Total \$0
- 0% of current cash reserve balance

Cash on Hand

Dollars remaining in the bank after the reserves and planning are accounted for.

ESUCC will use these dollars for unexpected grants or projects for new or statewide priorities that emerge after the budget is finalized.

- Total remaining in Cash on Hand after Operational Reserves and Project Planning are removed
 - \$0
- State and federal grant authority is budgeted at \$7,356,142



ESUCC
Executive Committee Meeting
Tuesday, September 15, 2026, 10:00 AM
ESU 10 plus Zoom, 76 Plaza Blvd, Kearney, NE 68845

Attendance Taken at 9:59 AM.

Dr. Bill Heimann (ESU 01):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr. Melissa Wheelock (ESU 10):	Present
Dr. Laura Barrett (ESU 13):	Absent
Geraldine Erickson (ESU 17):	Present

Attendance Update Taken at 10:01 AM.

Dr. Laura Barrett (ESU 13):	Present
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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 10:01am.

1.1. Roll Call

2. Treasurer's Report

2.1. Claims, Financial Statements, and Assets for the Months of July and August
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 months of July and August.

ESUCC CEO Dr. Larianne Polk reviewed the attached Budget Summary August 2026 Updated document.

Recommend to the ESUCC board to approve the claims, financial statements, and assets for the months of July and August 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

2.2. August Expenses to be Paid in September

Recommended Motion: Recommend to the ESUCC Board to approve the August expenses to be paid in September.

Recommend to the ESUCC Board to approve the August expenses to be paid in September Passed with a motion by Barrett, Laura (ESU 13) and a second by Erickson, Geraldine (ESU 17).

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. ESUCC Strategic Planning Board Retreat Report

ESUCC Board participated in a strategic planning retreat on August 18, 2026. The report attached summarizes the conversations from that day. ESUCC Directors and Chiefs will use this information to create goals and action plans to present to the board at the January 2027 board meeting. President Heimann and CEO Polk will review the attached notes from the retreat.

Any board member who was unable to attend may send any feedback to the Practical Vision section to Greta Leach, greta@mission-matters.com by September 23, 2026.

ESUCC Board President Dr. Heimann reviewed the attached ESUCC Board Retreat Notes and recommended anyone who was unable to attend the retreat to review the document and send feedback, questions, and recommendations to Greta Leach at greta@mission-matters.com.

4. Chief Executive Officer (CEO) Report

CEO Report

ESUCC CEO Dr. Larianne Polk reviewed the attached CEO Report to the Board - September

2026. The organizational chart includes minor updates, including changing references from PDO to PO and removing projects that are no longer active.

5. ESUCC Budget 2026-2027 Review

ESUCC CEO Dr. Polk will review the information for the upcoming budget hearing.

ESUCC CEO Dr. Polk reviewed the attached ESUCC Budget 2026-2027 document.

6. Cash Reserve Document Feedback

The Cash Reserve document will be shared with the board with feedback from the Executive Committee.

ESUCC CEO Dr. Larianne Polk reviewed the attached Cash Reserve 2026-2027 document.

7. CEO Evaluation 2026-2027

CEO Evaluation Timeline — September

- The ESUCC President will present any changes in the Evaluation Tool to the Coordinating Council for approval.
- The ESUCC President will share the evaluation process and timeline with the Coordinating Council.

Recommended Motion: Recommend to the ESUCC Board to approve the revised CEO Evaluation tool as presented.

ESUCC Board President, Dr. Heimann, reviewed the attached ESUCC CEO Evaluation Tool. No changes were recommended.

Recommend to the ESUCC Board to approve the CEO Evaluation tool as presented Passed with a motion by McNiff, Brenda (ESU 05) 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

8. Next Meeting Agenda Items

9. Adjournment

The Executive Committee Meeting adjourned at 11:11am.

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

August 31, 2026

ESUCC Division	Receipts	Disbursements
Executive	\$ 338,270.52	\$ 434,804.66
Teaching & Learning	\$ 281,732.94	\$ 1,391,062.88
Technology	\$ 551,328.39	\$ 138,704.65
Grants/Contracts	\$ -	\$ 4,000.00
	\$ 1,171,331.85	\$ 1,968,572.19
Balance August 1, 2026	\$3,637,383.05	
Total Receipts August 2026	\$1,171,331.85	
Total Funds Available	\$4,808,714.90	
Check #18587 - Check #18643	\$1,934,329.35	
ACH Payments	\$34,242.84	
Total Disbursements	\$1,968,572.19	
Ending Balance August 31, 2026	\$2,840,142.71	
Ending Balance August 31, 2025	\$4,043,900.00	
Bank Balances:		
Checking Account	\$165,062.95	
Investment Account	\$3,117,661.92	
(Includes outstanding checks)	\$3,282,724.87	
<i>Interest Earned August 2026</i>	<i>\$9,894.16</i>	

	Percentage Spent	Percentage Projected
September	0.00%	8.33%
October	2.88%	8.33%
November	3.57%	8.33%
December	1.62%	8.33%
January	2.85%	8.33%
February	3.21%	8.33%
March	4.77%	8.33%
April	2.40%	8.33%
May	5.49%	8.34%
June	8.84%	8.34%
July	12.38%	8.34%
August	10.83%	8.34%
Year To Date	58.84%	100.00%
<i>Adjusted Budget Status: 104.91%</i>		

Specific Project Fiscal Expenses YTD	Budget	Expenses YTD
PowerSchool	\$1,083,875.27	\$1,148,605.30
Coop	\$1,025,623.70	\$1,253,650.46
Canvas	\$823,307.26	\$1,087,148.38
SRS	\$536,916.42	\$458,379.10
PDO (Includes Affiliates)	\$202,214.04	\$132,150.90

Notable Receipts Include:		
Textbook Loan Admin Fees	\$108,737.00	
Canvas School Renewals	\$159,848.80	
Tech Gen, Fortimail & Zoom Renewals	\$427,188.88	
CSET NEMA Funds	\$75,023.51	
Coop Orders & Admin Fees	\$324,901.36	

Notable Disbursements Include:		
Coop Securly Renewals	\$154,026.83	
BITS Reimbursements	\$1,018,913.29	
Menstrual Reimbursements	\$113,242.02	
Coop Procurement Software	\$49,500.00	
Literacy Reimbursements	\$38,168.13	

Special Projects/Grants Status:		
SMART-NE	\$6,125.10	\$9,628.38
SMART-ESA	\$0.00	\$23,006.74

Outstanding Receipts As Of 08/31/26:		
Admin		\$1,000.00
Support Ed Site Development (NRCSA)		\$1,000.00
Canvas		\$274,050.00
Canvas Renewals		\$274,050.00
Funds Due From NDE		\$0.00
Coop		\$259,614.23
School Renewals		\$217,315.00
Vendor Admn Fees		\$42,299.23
CSET		\$0.00
Contracted Services		\$0.00
DL		\$0.00
Duo Security		\$33,376.00
School Renewals		\$33,376.00
General Tech		\$185,964.19
Zoom Renewals & Fortimail		\$185,964.19
Literacy		\$0.00
LETRS Faciliatator Training		
Menstrual Project		\$0.00
Funds from NDE		
PDO		\$675.00
OER		\$0.00
PDO, Mtg Registrations		\$25.00
Overdrive / Sora Library		\$0.00
ESPD, Mtg Registrations		\$575.00
NOC, Dmarcian renewals		\$0.00
SDA, Mtg Registrations		\$50.00
TLT, Mtg Registrations		\$25.00
ProofPoint		\$369.00
School Renewals, Kimball		\$369.00
PowerSchool		\$11,379.63
School Renewals, 2026-2027		\$11,379.63
NCNE		\$0.00
NCNE Salaries		\$0.00
SRS		\$0.00
Annual Member Fee		\$0.00
SRS Tier Renewals, 2025-2026		\$0.00
State Grants		\$40,000.00
SAAS Service Annual Fee		\$10,000.00
Data Server Storage		\$10,000.00
SteadFAST Participation (20 Pilot Schools)		\$20,000.00
Textbook Loan		\$0.00
Admin Fee (NDE)		\$0.00
Total Outstanding Receipts, 08/31/26:		\$806,428.05

Notes:		
Receipts since 08/31/26		
ADMN, NRCSA		\$1,000.00
COOP, AB Admin Fee, ST1 Sports		\$137.79

July 31, 2026

ESUCC Division	Receipts	Disbursements
Executive	\$ 104,253.36	\$ 491,094.92
Teaching & Learning	\$ 421,410.20	\$ 956,560.07
Technology	\$ 885,104.00	\$ 610,433.39
Grants/Contracts	\$ -	\$ -
	\$ 1,410,767.56	\$ 2,058,088.38
Balance July 1, 2026	\$4,273,220.73	
Total Receipts July 2026	\$1,410,767.56	
Total Funds Available	\$5,683,988.29	
Check #18524 - Check #18586	\$2,040,425.30	
ACH Payments	\$17,663.08	
Total Disbursements	\$2,058,088.38	
Ending Balance July 31, 2026	\$3,625,899.91	
Ending Balance July 31, 2025	\$4,697,608.21	
Bank Balances:		
Checking Account	\$52,078.04	
Investment Account	\$3,625,767.76	
(Includes outstanding checks)	\$3,677,845.80	
<i>Interest Earned July 2026</i>	<i>\$11,483.14</i>	

	Percentage Spent	Percentage Projected
September	0.00%	8.33%
October	2.88%	8.33%
November	3.57%	8.33%
December	1.62%	8.33%
January	2.85%	8.33%
February	3.21%	8.33%
March	4.77%	8.33%
April	2.40%	8.33%
May	5.49%	8.34%
June	8.84%	8.34%
July	12.38%	8.34%
August		8.34%
Year To Date	48.01%	100.00%
<i>Adjusted Budget Status: 85.59%</i>		

Specific Project Fiscal Expenses YTD	Budget	Expenses YTD
PowerSchool	\$1,083,875.27	\$1,004,271.15
Coop	\$1,025,623.70	\$990,031.53
Canvas	\$823,307.26	\$1,043,543.10
SRS	\$536,916.42	\$377,280.05
PDO (Includes Affiliates)	\$202,214.04	\$153,329.27

Notable Receipts Include:		
NEMA NCNE Salaries Reimbursement	\$440,803.00	
NDE, BITS Funds	\$342,546.00	
ESU 10, PowerSchool Fees	\$52,354.00	
SRS Tier Receipts	\$418,701.00	
Coop Orders & Admin Fees	\$101,353.36	

Notable Disbursements Include:	
Textbook Loan, Purchases	\$192,752.44
BITS Reimbursements	\$172,767.57
Zoom Renewals	\$558,767.26
PowerSchool SIS	\$355,272.76
Coop Swank & World Book Renewals	\$379,513.02

Special Projects/Grants Status:	Receipts	Expenditures
SMART-NE	\$6,125.10	\$7,608.00
SMART-ESA	\$0.00	\$19,366.00

Outstanding Receipts As Of 07/31/26:

Admin

Meals, Committee & Board Meetings

Canvas

Canvas Renewals
Funds Due From NDE

Coop

School Renewals
Vendor Admn Fees

CSET

Contracted Services

DL

Duo Security

School Renewals

General Tech

Zoom Renewals

Literacy

LETRS Faciliator Training

Menstrual Project

Funds from NDE

PDO

OER
PDO, Mtg Registrations
Overdrive / Sora Library
ESPD, Mtg Registrations
NOC, Dmarcian renewals
SDA, Mtg Registrations
TLT, Mtg Registrations

ProofPoint

School Renewals, Kimball

PowerSchool

School Renewals, 2026-2027

NCNE

NCNE Salaries

SRS

Annual Member Fee
SRS Tier Renewals, 2025-2026

State Grants

SAAS

Textbook Loan

Admin Fee (NDE)

Total Outstanding Receipts, 07/31/26:

Notes:

[Receipts since 07/31/26](#)

Coop Receipts
Zoom Renewals
Canvas Renewals
NOC, Dmarcian

\$50.00 <i>\$50.00</i>
\$432,685.80 <i>\$432,685.80</i> <i>\$0.00</i>
\$380,057.10 <i>\$345,610.22</i> <i>\$34,446.88</i>
\$75,023.51 <i>\$75,023.51</i>
\$0.00
\$44,688.00 <i>\$44,688.00</i>
\$600,681.88 <i>\$600,681.88</i>
\$0.00
\$0.00
\$4,525.00 <i>\$0.00</i> <i>\$200.00</i> <i>\$0.00</i> <i>\$0.00</i> <i>\$4,000.00</i> <i>\$200.00</i> <i>\$125.00</i>
\$369.00 <i>\$369.00</i>
\$11,379.63 <i>\$11,379.63</i>
\$0.00 <i>\$0.00</i>
\$37,804.00 <i>\$0.00</i> <i>\$37,804.00</i>
\$40,000.00 <i>\$40,000.00</i>
\$108,737.00 <i>\$108,737.00</i>
\$1,736,000.92

<i>\$74,103.98</i>
<i>\$84,867.91</i>
<i>\$3,780.00</i>
<i>\$4,000.00</i>

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	18644	09/15/26	1107	AEPA INC.	01202520300	20580	COOP AEPA REG CIANC	0.00	550.00
09000	18644	09/15/26	1107	AEPA INC.	01202520300	20580	COOP AEPA REG PETER	0.00	550.00
TOTAL CHECK									1,100.00
09000	18645	09/15/26	1157	BAYARD PUBLIC SCHOO	01203575595	20320	STEADFAST PARTICIPA	0.00	1,000.00
09000	18646	09/15/26	1050	BISHOP BUSINESS	01202320100	20550	ADMN PRINTING EXP	0.00	3.18
09000	18646	09/15/26	1050	BISHOP BUSINESS	01202520300	20550	COOP PRINTING EXP	0.00	3.18
09000	18646	09/15/26	1050	BISHOP BUSINESS	01202213620	20550	DL PRINTING EXP	0.00	9.55
09000	18646	09/15/26	1050	BISHOP BUSINESS	01202580400	20550	SRS PRTING EXPENSE	0.00	3.19
TOTAL CHECK									19.10
09000	18647	09/15/26	1244	CENTENNIAL PUBLIC S	01203575595	20320	STEADFAST PARTICIPA	0.00	1,000.00
09000	18648	09/15/26	2013	CLARIS INTERNATIONAL	01202520300	20643	COOP FILEMAKER SOFT	0.00	380.00
09000	18649	09/15/26	2008	DON'T PANIC LABS	01202580400	20320	SRS ACCELERATOR/CON	0.00	15,500.00
09000	18650	09/15/26	1057	ESU 3	01202580400	20580	SRS MTG SUPPLIES/EX	0.00	10.00
09000	18650	09/15/26	1057	ESU 3	01202320100	20441	ADM RENT 9/26 OMAHA	0.00	261.25
09000	18650	09/15/26	1057	ESU 3	01202520300	20441	COOP RENT 9/26 OMAH	0.00	261.25
09000	18650	09/15/26	1057	ESU 3	01202580400	20441	SRS RENT 9/26 OMAHA	0.00	1,045.02
09000	18650	09/15/26	1057	ESU 3	01202213620	20441	DL RENT 9/26 OMAHA	0.00	522.52
09000	18650	09/15/26	1057	ESU 3	01202213200	20441	PS RENT 9/26 OMAHA	0.00	261.25
09000	18650	09/15/26	1057	ESU 3	01202520585	20441	TBL RENT 9/26 OMAHA	0.00	261.25
09000	18650	09/15/26	1057	ESU 3	01202580650	20441	GEN TECH RENT 9/26	0.00	261.25
09000	18650	09/15/26	1057	ESU 3	01202320100	20441	ADM RENT 10/26 OMAH	0.00	261.25
09000	18650	09/15/26	1057	ESU 3	01202520300	20441	COOP RENT 10/26 OMA	0.00	261.25
09000	18650	09/15/26	1057	ESU 3	01202580400	20441	SRS RENT 10/26 OMAH	0.00	1,045.02
09000	18650	09/15/26	1057	ESU 3	01202213620	20441	DL RENT 10/26 OMAHA	0.00	522.52
09000	18650	09/15/26	1057	ESU 3	01202213200	20441	PS RENT 10/26 OMAHA	0.00	261.25
09000	18650	09/15/26	1057	ESU 3	01202520585	20441	TBL RENT 10/26 OMAH	0.00	261.25
09000	18650	09/15/26	1057	ESU 3	01202580650	20441	GEN TECH RENT 10/26	0.00	261.25
09000	18650	09/15/26	1057	ESU 3	01202320100	20550	ADM PRINTING EXP OM	0.00	11.94
09000	18650	09/15/26	1057	ESU 3	01202580400	20550	SRS PRINTING EXP OM	0.00	11.94
09000	18650	09/15/26	1057	ESU 3	01202213620	20550	DL PRINTING EXP OMA	0.00	11.95
09000	18650	09/15/26	1057	ESU 3	01202213587	20320	TEAMMATES MTG EXP/S	0.00	474.55
09000	18650	09/15/26	1057	ESU 3	01202310110	20610	BOARD MTG EXP & SUP	0.00	414.40
TOTAL CHECK									6,682.36
09000	18651	09/15/26	1108	ESU 11	01202520300	20441	COOP RENT HOLDREGE	0.00	771.00
09000	18652	09/15/26	1397	JOURNEYED.COM INC.	01202520585	20320	TBL TEXTBOOKS	0.00	648.04
09000	18653	09/15/26	1042	NE COUNCIL OF SCHOO	01202320100	20810	ADM NCSA 26-27 GOLD	0.00	6,000.00
09000	18654	09/15/26	1858	NEBRASKA SCHOOLMAST	01202320100	20810	ADM 26-27 DUES POLK	0.00	40.00
09000	18655	09/15/26	1286	NORRIS PUBLIC SCHOO	01203575595	20320	STEADFAST PARTICIPA	0.00	1,000.00
09000	18656	09/15/26	1065	OMAHA WORLD HERALD	01202310110	20540	BOARD STRATEGIC MTG	0.00	24.40

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	18657	09/15/26	1633	PERRY, GUTHERY, HAA	01202320100	20317	ADM LEGAL SERVICE	0.00	1,199.37
09000	18657	09/15/26	1633	PERRY, GUTHERY, HAA	01202520300	20317	COOP LEGAL SERVICE	0.00	719.63
TOTAL CHECK								0.00	1,919.00
09000	18658	09/15/26	2007	RIVERSIDE TECHNOLOG	01206690579	20320	LOGGING ENTERPRISE	0.00	114,715.00
09000	18658	09/15/26	2007	RIVERSIDE TECHNOLOG	01206690579	20320	LOGGING SAMSUNG SSD	0.00	85,284.00
TOTAL CHECK								0.00	199,999.00
09000	18659	09/15/26	1887	SAVVAS LEARNING COM	01202520585	20320	TEXTBOOKS	0.00	768.96
09000	18660	09/15/26	1789	SHARA JOHNSON	01202213570	20580	CANV TRN TRAVEL/MEA	0.00	93.67
09000	18660	09/15/26	1789	SHARA JOHNSON	01202213570	20580	CANV TRN TRAVEL/PAR	0.00	13.50
09000	18660	09/15/26	1789	SHARA JOHNSON	01202213570	20333	CANV MILEAGE TRAINI	0.00	407.06
09000	18660	09/15/26	1789	SHARA JOHNSON	01202213570	20333	CANV MONTH MTG MILE	0.00	81.85
TOTAL CHECK								0.00	596.08
09000	18661	09/15/26	2011	SHELBY-RISING CITY	01203575595	20320	STEADFAST PARTICIPA	0.00	1,000.00
09000	18662	09/15/26	1062	STAPLES ADVANTAGE	01202320100	20610	ADM SUPPLIES STICKY	0.00	3.99
09000	18662	09/15/26	1062	STAPLES ADVANTAGE	01202520300	20610	COOP SUPPLIES STICK	0.00	4.00
09000	18662	09/15/26	1062	STAPLES ADVANTAGE	01202213620	20610	DL SUPPLIES STICKY	0.00	4.00
09000	18662	09/15/26	1062	STAPLES ADVANTAGE	01202580400	20610	SRS SUPPLIES STICKY	0.00	4.00
TOTAL CHECK								0.00	15.99
09000	18663	09/15/26	1721	SUMMERLAND PUBLIC S	01203575595	20320	STEADFAST PARTICIPA	0.00	1,000.00
09000	18664	09/15/26	1961	UNANIMOUS INC.	01202320100	20643	ADM 8/26 WEB SUPPOR	0.00	2,820.00
09000	18665	09/15/26	1082	ZOOM COMMUNICATIONS	01202580650	20643	ZOOM DOANE & ESU 7	0.00	3,614.67
09000	18665	09/15/26	1082	ZOOM COMMUNICATIONS	01202580650	20643	ZOOM NORTH PLATTE	0.00	89.50
09000	18665	09/15/26	1082	ZOOM COMMUNICATIONS	01202580650	20643	ZOOM FEES DOANE	0.00	9.38
09000	18665	09/15/26	1082	ZOOM COMMUNICATIONS	01202580650	20643	ZOOM ESU 04	0.00	411.51
TOTAL CHECK								0.00	4,125.06
09000	ACH00072	09/15/26	1638	AIMEE MUEHLING	01202213200	20320	PS CONTRACTED SERVI	0.00	4,395.34
09000	ACH00073	09/15/26	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE YOUTH/AI	0.00	16.34
09000	ACH00073	09/15/26	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE SANDY CR	0.00	216.60
09000	ACH00073	09/15/26	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE WORKFORC	0.00	71.06
09000	ACH00073	09/15/26	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE RULE 84/	0.00	262.20
09000	ACH00073	09/15/26	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE ESU 16	0.00	100.78
09000	ACH00073	09/15/26	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE BITS ESU	0.00	59.13
09000	ACH00073	09/15/26	1466	ANDREW EASTON	01202213620	20333	DL MILEAGE ESU 9 AC	0.00	220.40
TOTAL CHECK								0.00	946.51
09000	ACH00074	09/15/26	1826	LARIANNE POLK	01202320100	20333	ADM MILEAGE SENATOR	0.00	71.36
09000	ACH00074	09/15/26	1826	LARIANNE POLK	01202320100	20643	ADM CHAT GTP	0.00	20.00
TOTAL CHECK								0.00	91.36
09000	ACH00075	09/15/26	1086	SCOTT ISAACSON	01202580400	20333	SRS MILEAGE ED COUN	0.00	71.06

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	ACH00075	09/15/26	1086	SCOTT ISAACSON	01202580400	20333	SRS MILEAGE DON'T P	0.00	69.69
TOTAL	CHECK							0.00	140.75
09000	EFT00331	09/03/26	1209	CINCINNATI INSURANC	01202320100	20520	ADM INSURANCE PREMI	0.00	104.50
09000	EFT00331	09/03/26	1209	CINCINNATI INSURANC	01202213580	20520	BITS INSURANCE PREM	0.00	104.50
09000	EFT00331	09/03/26	1209	CINCINNATI INSURANC	01202213570	20520	CANV INSURANCE PREM	0.00	104.50
09000	EFT00331	09/03/26	1209	CINCINNATI INSURANC	01202520300	20520	COOP INSURANCE PREM	0.00	104.50
09000	EFT00331	09/03/26	1209	CINCINNATI INSURANC	01202213620	20520	DL INSURANCE PREMIU	0.00	104.50
09000	EFT00331	09/03/26	1209	CINCINNATI INSURANC	01202580650	20520	TECH GEN INSURANCE	0.00	104.50
09000	EFT00331	09/03/26	1209	CINCINNATI INSURANC	01202213200	20520	PS INSURANCE PREMIU	0.00	104.50
09000	EFT00331	09/03/26	1209	CINCINNATI INSURANC	01202213500	20520	GEN T&L INSURANCE P	0.00	104.50
09000	EFT00331	09/03/26	1209	CINCINNATI INSURANC	01202580400	20520	SRS INSURANCE PREMI	0.00	104.50
09000	EFT00331	09/03/26	1209	CINCINNATI INSURANC	01202520585	20520	TBL INSURANCE PREMI	0.00	104.50
TOTAL	CHECK							0.00	1,045.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202320100	20610	ADM DOCUMENT DISPLA	0.00	29.12
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213200	20643	PS JIITBIT	0.00	249.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202320100	20580	ADM FLIGHT ADVOCACY	0.00	479.60
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202320100	20610	ADM CIRCUT SUPPLIES	0.00	-3.33
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213620	20610	DL CIRCUT SUPPLIES	0.00	-3.33
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20610	SRS CIRCUT SUPPLIES	0.00	-3.33
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202320100	20610	ADM TABLECLOTH	0.00	40.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202520300	20610	COOP TABLECLOTH	0.00	40.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213620	20610	DL TABLECLOTH	0.00	40.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20610	SRS TABLECLOTH	0.00	40.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202320100	20610	ADM TABLECLOTH, FIT	0.00	42.50
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202520300	20610	COOP TABLECLOTH, FI	0.00	42.50
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213620	20610	DL TABLECLOTH, FITT	0.00	42.50
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20610	SRS TABLECLOTH, FIT	0.00	42.50
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202320100	20641	ADM OMAHA WORLD HER	0.00	19.99
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202320100	20610	ADM POSTER FRAME	0.00	12.84
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202320100	20580	ADM FLIGHT 2/27 BOA	0.00	581.29
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS FLIGHT SETDA IS	0.00	901.39
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS TRAVEL INSUR IS	0.00	60.84
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20610	SRS DOCKING STATION	0.00	9.99
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS TRAVEL/MEAL ISA	0.00	25.73
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS TRAVEL/MEAL ISA	0.00	24.39
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS TRAVEL/MEAL ISA	0.00	18.53
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS TRAVEL/MEAL ISA	0.00	18.62
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS TRAVEL/MEAL ISS	0.00	26.03
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS TRAVEL/MEAL ISS	0.00	8.91
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20643	SRS ANTHROPIC	0.00	13.59
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20610	SRS LAPTOP BAG FOR	0.00	68.28
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202320100	20641	ADM LINCOLN JOURNAL	0.00	34.99
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202520300	20643	COOP MAILCHIMP	0.00	93.50
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20580	SRS TRAVEL/PARKING	0.00	4.50
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20643	SRS ANTHROPIC TEAM	0.00	150.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202580400	20643	SRS ATLASIAN	0.00	10.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213620	20580	DL TRAVEL/MEAL EAST	0.00	16.21
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202520585	20320	TBL TEXTBOOKS	0.00	999.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202520585	20320	TBL TEXTBOOKS	0.00	499.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213620	20580	DL TRAVEL/MEAL EAST	0.00	16.21
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213620	20580	DL TRAVEL/MEAL EAST	0.00	23.06
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202520585	20320	TBL TEXTBOOKS	0.00	59.88
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213500	20580	T&L SETDA REG EASTO	0.00	795.81
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213500	20580	T&L SETDA FLIGHT EA	0.00	801.40
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213500	20643	T&L RIVERSIDE PRO V	0.00	29.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213500	20643	T&L RIVERSIDE INTER	0.00	0.87
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202520585	20320	TBL TEXTBOOKS	0.00	96.00
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213520	20610	PLA SUPPLIES	0.00	23.69
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213200	20643	PS GOOGLE WORKSPACE	0.00	191.52
09000	EFT00332	09/15/26	1039	UNION BANK & TRUST	01202213200	20643	PS ASANA	0.00	134.90
TOTAL CHECK								0.00	6,847.69
09000	EFT00333	09/01/26	1039	UNION BANK & TRUST	01202320100	20320	ADM ACH SERVICE FEE	0.00	25.96
TOTAL CASH ACCOUNT								0.00	259,901.60
TOTAL FUND								0.00	259,901.60
TOTAL REPORT								0.00	259,901.60

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	18587	08/07/26	1064	ESU 17	01202320100	20352	ADM SALARIES	0.00	15,759.56
09000	18587	08/07/26	1064	ESU 17	01202320100	20320	ADM FISCAL AGENT FE	0.00	900.00
09000	18587	08/07/26	1064	ESU 17	01202320100	20441	ADM RENT AINSWORTH	0.00	38.20
09000	18587	08/07/26	1064	ESU 17	01202520300	20352	COOP SALARIES	0.00	27,062.97
09000	18587	08/07/26	1064	ESU 17	01202520300	20441	COOP RENT AINSWORTH	0.00	152.80
09000	18587	08/07/26	1064	ESU 17	01202520300	20582	COOP PHONE AINSWORT	0.00	84.00
09000	18587	08/07/26	1064	ESU 17	01202520300	20550	COOP PRINTING/COPIE	0.00	17.50
09000	18587	08/07/26	1064	ESU 17	01202520300	20520	COOP INSURANCE/BOND	0.00	32.00
09000	18587	08/07/26	1064	ESU 17	01202213620	20352	DL SALARIES	0.00	17,840.77
09000	18587	08/07/26	1064	ESU 17	01202580650	20352	GEN TECH SALARIES	0.00	13,197.01
09000	18587	08/07/26	1064	ESU 17	01202580400	20352	SRS SALARIES	0.00	25,493.86
09000	18587	08/07/26	1064	ESU 17	01202580400	20441	SRS RENT AINSWORTH	0.00	38.20
09000	18587	08/07/26	1064	ESU 17	01202213500	20352	PDO SALARIES	0.00	6,200.81
09000	18587	08/07/26	1064	ESU 17	01202213500	20441	PDO RENT AINSWORTH	0.00	38.20
09000	18587	08/07/26	1064	ESU 17	01202213560	20352	CRISIS SALARIES	0.00	500.21
09000	18587	08/07/26	1064	ESU 17	01202213200	20352	PS SALARIES	0.00	66,874.17
09000	18587	08/07/26	1064	ESU 17	01202213200	20441	PS RENT AINSWORTH	0.00	114.60
09000	18587	08/07/26	1064	ESU 17	01206415590	20396	PROJ PARA SALARIES	0.00	11,355.91
09000	18587	08/07/26	1064	ESU 17	01202213570	20352	CANVAS SALARIES	0.00	18,652.35
09000	18587	08/07/26	1064	ESU 17	01202520585	20352	TEXTBOOK SALARIES	0.00	6,943.41
09000	18587	08/07/26	1064	ESU 17	01202213587	20352	TEAMMATES SALARIES	0.00	4,635.51
09000	18587	08/07/26	1064	ESU 17	01202213582	20352	LITERACY SALARIES	0.00	2,856.39
09000	18587	08/07/26	1064	ESU 17	01202213580	20352	BITS SALARIES	0.00	7,369.35
09000	18587	08/07/26	1064	ESU 17	01202520581	20352	MENSTRUAL SALARIES	0.00	2,149.12
09000	18587	08/07/26	1064	ESU 17	01202580400	20352	SRS UNEMPLOYMENT MA	0.00	4,656.00
09000	18587	08/07/26	1064	ESU 17	01202213580	20320	BITS REIMBURSEMENT	0.00	2,601.46
TOTAL CHECK								0.00	235,564.36
09000	18588	08/14/26	1050	BISHOP BUSINESS	01202320100	20550	ADM PRINTING EXP	0.00	2.96
09000	18588	08/14/26	1050	BISHOP BUSINESS	01202520300	20550	COOP PRINTING EXP	0.00	2.95
09000	18588	08/14/26	1050	BISHOP BUSINESS	01202213620	20550	DL PRINTING EXP	0.00	2.96
09000	18588	08/14/26	1050	BISHOP BUSINESS	01202580400	20550	SRS PRINTING EXP	0.00	2.95
TOTAL CHECK								0.00	11.82
09000	18589	08/14/26	1885	BJU EDUCATION GROUP	01202520585	20320	TEXTBOOKS	0.00	177.48
09000	18590	08/14/26	1790	CANDLEWOOD SUITES K	01202213200	20580	PS SOSALLA ADMN DAY	0.00	144.95
09000	18590	08/14/26	1790	CANDLEWOOD SUITES K	01202320100	20580	ADM POLK ADMN DAYS	0.00	289.90
09000	18590	08/14/26	1790	CANDLEWOOD SUITES K	01202213620	20580	DL EASTON ADMN DAYS	0.00	434.85
09000	18590	08/14/26	1790	CANDLEWOOD SUITES K	01202580400	20580	SRS ISAACSON ADMN D	0.00	434.85
TOTAL CHECK								0.00	1,304.55
09000	18591	08/14/26	1007	CDW GOVERNMENT INC.	01202213200	20650	PS LAPTOP SHANKLAND	0.00	2,609.54
09000	18591	08/14/26	1007	CDW GOVERNMENT INC.	01202213200	20650	PS LAPTOP MULLER	0.00	2,498.27
TOTAL CHECK								0.00	5,107.81
09000	18592	08/14/26	1990	COMPLETE BOOK AND M	01202520585	20320	TEXTBOOKS	0.00	401.26
09000	18592	08/14/26	1990	COMPLETE BOOK AND M	01202520585	20320	TEXTBOOKS	0.00	142.66
TOTAL CHECK								0.00	543.92
09000	18593	08/14/26	1725	EIDE BAILLY	01202320100	20315	ADM RESEARCH/CONSUL	0.00	252.00

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09000	18594	08/14/26	1254	ESU 1	01202213580	20320	BITS 2025-2026 REIM	0.00	51,523.15
09000	18595	08/14/26	1056	ESU 2	01202213580	20320	BITS 2025-2026 REIM	0.00	68,382.05
09000	18595	08/14/26	1056	ESU 2	01202213582	20320	LITERACY HEROES TRA	0.00	13,071.82
TOTAL	CHECK							0.00	81,453.87
09000	18596	08/14/26	1057	ESU 3	01202213200	20531	PS MAIL BOOK TO ELL	0.00	4.44
09000	18596	08/14/26	1057	ESU 3	01202320100	20550	ADM PRINTING EXP	0.00	20.55
09000	18596	08/14/26	1057	ESU 3	01202213620	20550	DL PRINTING EXP	0.00	20.55
09000	18596	08/14/26	1057	ESU 3	01202580400	20550	SRS PRINTING EXP	0.00	20.55
09000	18596	08/14/26	1057	ESU 3	01202213580	20320	BITS 2025-2026 REIM	0.00	382,439.04
09000	18596	08/14/26	1057	ESU 3	01202213587	20320	TEAMMATES READ REIM	0.00	4,500.00
TOTAL	CHECK							0.00	387,005.13
09000	18597	08/14/26	1150	ESU 5	01202213580	20320	BITS 2025-2026 REIM	0.00	23,525.66
09000	18598	08/14/26	1280	ESU 6	01202213580	20320	BITS 2025-2026 REIM	0.00	59,125.28
09000	18598	08/14/26	1280	ESU 6	01202213582	20320	LIT HEROES TRAINING	0.00	12,395.69
TOTAL	CHECK							0.00	71,520.97
09000	18599	08/14/26	1151	ESU 7	01202213580	20320	BITS 2025-2026 REIM	0.00	48,828.95
09000	18599	08/14/26	1151	ESU 7	01202320100	20550	ADM 2 LARGE POSTERS	0.00	44.50
TOTAL	CHECK							0.00	48,873.45
09000	18600	08/14/26	1223	ESU 8	01202213580	20320	BITS 2025-2026 REIM	0.00	63,559.39
09000	18601	08/14/26	1324	ESU 9	01202213580	20320	BITS 2025-2026 REIM	0.00	37,524.41
09000	18602	08/14/26	1067	ESU 10	01202213580	20320	BITS 2025-2026 REIM	0.00	71,543.69
09000	18602	08/14/26	1067	ESU 10	01202213530	20320	ESPD MTG 7.28.26	0.00	476.50
09000	18602	08/14/26	1067	ESU 10	01202320100	20320	ADM SMART NE JUNE 2	0.00	200.00
TOTAL	CHECK							0.00	72,220.19
09000	18603	08/14/26	1108	ESU 11	01202213580	20320	BITS 2025-2026 FINA	0.00	21,025.89
09000	18603	08/14/26	1108	ESU 11	01202213587	20320	TEAMMATES READ REIM	0.00	9,370.20
TOTAL	CHECK							0.00	30,396.09
09000	18604	08/14/26	1152	ESU 15	01202213582	20320	LIT HEROES TRAINING	0.00	3,651.09
09000	18605	08/14/26	1104	ESU 16	01202213582	20320	LIT HEROES TRAINING	0.00	7,482.49
09000	18606	08/14/26	1069	LINCOLN PUBLIC SCHO	01202213580	20320	BITS 2025-2026 REIM	0.00	120,683.61
09000	18607	08/14/26	1506	ESU 19	01202213580	20320	BITS 2025-2026 REIM	0.00	53,016.98
09000	18607	08/14/26	1506	ESU 19	01202213580	20320	BITS 2025-2026 FINA	0.00	16,829.59
09000	18607	08/14/26	1506	ESU 19	01202213580	20320	BITS 2025-2026 REIM	0.00	905.60
TOTAL	CHECK							0.00	70,752.17
09000	18608	08/14/26	1960	EUNA SOLUTIONS	01202520300	20643	COOP PROCUREMENT SU	0.00	49,500.00

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09000	18609	08/14/26	1898	GIBBS SMITH	01202520585	20320	TEXTBOOKS	0.00	378.43
09000	18610	08/14/26	1880	GREAT MINDS, PBC	01202520585	20320	TEXTBOOKS	0.00	1,000.00
09000	18611	08/14/26	1817	GRINDSTONE MEDIA	01202213580	20320	BITS 103 VIDEOS	0.00	4,000.00
09000	18612	08/14/26	1987	IGNATIUS PRESS	01202520585	20320	TEXTBOOKS	0.00	1,748.31
09000	18613	08/14/26	1882	IXL LEARNING, INC.	01202520585	20320	TEXTBOOKS	0.00	20,648.00
09000	18614	08/14/26	1397	JOURNEYED.COM INC.	01202320100	20643	ADM ADOBE CREATIVE	0.00	15.00
09000	18614	08/14/26	1397	JOURNEYED.COM INC.	01202520300	20643	COOP ADOBE CREATIV	0.00	25.00
09000	18614	08/14/26	1397	JOURNEYED.COM INC.	01202213500	20643	GEN T&L ADOBE CREAT	0.00	10.00
09000	18614	08/14/26	1397	JOURNEYED.COM INC.	01202580400	20643	SRS ADOBE CREATIVE	0.00	30.00
09000	18614	08/14/26	1397	JOURNEYED.COM INC.	01202213200	20643	PS ADOBE CREATIVE C	0.00	45.00
09000	18614	08/14/26	1397	JOURNEYED.COM INC.	01202213570	20643	CANVAS ADOBE CREATI	0.00	10.00
09000	18614	08/14/26	1397	JOURNEYED.COM INC.	01202580400	20643	SRS OFFICE MAC STAN	0.00	54.09
09000	18614	08/14/26	1397	JOURNEYED.COM INC.	01202213200	20643	PS OFFICE STANDARD	0.00	162.26
TOTAL	CHECK							0.00	351.35
09000	18615	08/14/26	1247	KSB SCHOOL LAW	01202213540	20320	TLT TECH INTEGRAT P	0.00	1,200.00
09000	18616	08/14/26	1069	LINCOLN PUBLIC SCHO	01202520581	20320	MENST 49362438 QUIL	0.00	10,066.00
09000	18616	08/14/26	1069	LINCOLN PUBLIC SCHO	01202520581	20320	MENST 620370 HUBERT	0.00	8,340.60
09000	18616	08/14/26	1069	LINCOLN PUBLIC SCHO	01202520581	20320	MENST 620797 HUBERT	0.00	34,488.00
TOTAL	CHECK							0.00	52,894.60
09000	18617	08/14/26	2006	MISSION MATTERS LLC	01202310110	20320	BOARD STRATEGIC PLA	0.00	11,500.00
09000	18618	08/14/26	1065	OMAHA WORLD HERALD	01202310110	20540	BOARD RULE 84 NOTIC	0.00	24.40
09000	18618	08/14/26	1065	OMAHA WORLD HERALD	01202310110	20540	BOARD JULY 26 MTG N	0.00	24.40
TOTAL	CHECK							0.00	48.80
09000	18619	08/14/26	1633	PERRY, GUTHERY, HAA	01202320100	20317	ADM LEGAL FEES	0.00	414.20
09000	18619	08/14/26	1633	PERRY, GUTHERY, HAA	01202520300	20317	COOP LEGAL FEES	0.00	1,242.60
09000	18619	08/14/26	1633	PERRY, GUTHERY, HAA	01202580400	20317	SRS LEGAL FEES	0.00	414.20
TOTAL	CHECK							0.00	2,071.00
09000	18620	08/14/26	1442	SECURLY	01202520300	20900	COOP SIOUX CO RENEW	0.00	1,243.62
09000	18620	08/14/26	1442	SECURLY	01202520300	20900	COOP ST COLUMBKILLE	0.00	1,749.90
TOTAL	CHECK							0.00	2,993.52
09000	18621	08/14/26	1941	SEESAW LEARNING INC	01202520585	20320	TEXTBOOKS	0.00	2,079.00
09000	18622	08/14/26	1789	SHARA JOHNSON	01202213570	20580	CANV INSTRUCTURECON	0.00	112.53
09000	18622	08/14/26	1789	SHARA JOHNSON	01202213570	20580	CANV INSTRUCURECON	0.00	117.98
09000	18622	08/14/26	1789	SHARA JOHNSON	01202213570	20333	CANV MILEAGE INSTRU	0.00	78.58
TOTAL	CHECK							0.00	309.09
09000	18623	08/14/26	1062	STAPLES ADVANTAGE	01202320100	20610	ADM SUPPLIES STICKY	0.00	5.36
09000	18623	08/14/26	1062	STAPLES ADVANTAGE	01202520300	20610	COOP SUPPLIES STICK	0.00	5.36

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09000	18623	08/14/26	1062	STAPLES ADVANTAGE	01202213620	20610	DL SUPPLIES STICKY	0.00	5.37
09000	18623	08/14/26	1062	STAPLES ADVANTAGE	01202213500	20610	PDO SUPPLIES STICKY	0.00	5.37
09000	18623	08/14/26	1062	STAPLES ADVANTAGE	01202580400	20610	SRS SUPPLIES STICKY	0.00	5.37
TOTAL CHECK									26.83
09000	18624	08/14/26	1939	SUPERIOR TEXT LLC	01202520585	20320	TEXTBOOKS	0.00	31.96
09000	18625	08/14/26	1788	TODD HATCHER	01202580400	20333	SRS NE CODE CONF	0.00	145.16
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN CINV000384432 S	0.00	1,912.00
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN CINV000373643 S	0.00	6,685.90
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN CINV000349340 S	0.00	1,442.00
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN CINV000332120 S	0.00	1,176.89
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN 6063369407 STAP	0.00	1,278.00
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN 6063369408 STAP	0.00	7,317.48
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN 6063369410 STAP	0.00	1,548.88
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN 6063369412 STAP	0.00	3,569.50
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN 6063598008 STAP	0.00	4,075.50
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN 6064867968 STAP	0.00	208.68
09000	18626	08/14/26	1302	UMO HO NATION PUBLI	01202520581	20320	MEN 6064797207 STAP	0.00	1,495.84
TOTAL CHECK									30,710.67
09000	18627	08/14/26	1961	UNANIMOUS INC.	01202320100	20643	ADM WEB HOST/SECURI	0.00	1,500.00
09000	18628	08/14/26	1814	WILLIAM SCHROEDER	01202213570	20580	CANV MEALS INSTRUCT	0.00	105.01
09000	18628	08/14/26	1814	WILLIAM SCHROEDER	01202213570	20580	CANV TRAVEL EXP INS	0.00	37.00
09000	18628	08/14/26	1814	WILLIAM SCHROEDER	01202213570	20333	CANV MILEAGE INSTRU	0.00	27.66
09000	18628	08/14/26	1814	WILLIAM SCHROEDER	01202213570	20333	CAN MILEAGE CEDAR B	0.00	123.58
TOTAL CHECK									293.25
09000	18629	08/14/26	1908	ZANER-BLOSER INC	01202520585	20320	TEXTBOOKS	0.00	2,216.50
09000	18630	08/14/26	1979	ZEARN	01202520585	20320	TEXTBOOKS	0.00	374.00
09000	18631	08/14/26	1082	ZOOM COMMUNICATIONS	01202580650	20643	GEN TECH ZOOM USF F	0.00	360.16
09000	18631	08/14/26	1082	ZOOM COMMUNICATIONS	01202580650	20643	GEN TECH ZOOM RENEW	0.00	5,541.71
09000	18631	08/14/26	1082	ZOOM COMMUNICATIONS	01202580650	20643	GEN TECH FEES DOANE	0.00	5.86
09000	18631	08/14/26	1082	ZOOM COMMUNICATIONS	01202580650	20643	GEN TECH ZOOM SNDEN	0.00	1,810.08
TOTAL CHECK									7,717.81
09000	18632	08/14/26	1042	NE COUNCIL OF SCHOO	01202213620	20580	DL MEAL EASTON ADMN	0.00	26.00
09000	18632	08/14/26	1042	NE COUNCIL OF SCHOO	01202213620	20580	DL MEAL EASTON ADMN	0.00	22.00
09000	18632	08/14/26	1042	NE COUNCIL OF SCHOO	01202580400	20580	SRS MEAL ISAACSON A	0.00	26.00
09000	18632	08/14/26	1042	NE COUNCIL OF SCHOO	01202580400	20580	SRS MEAL ISAACSON A	0.00	22.00
09000	18632	08/14/26	1042	NE COUNCIL OF SCHOO	01202213620	20580	DL MEAL EASTON ADMN	0.00	35.00
09000	18632	08/14/26	1042	NE COUNCIL OF SCHOO	01202580400	20580	SRS MEAL ISAACSON A	0.00	35.00
09000	18632	08/14/26	1042	NE COUNCIL OF SCHOO	01202213620	20580	DL ADM DAYS REG EAS	0.00	235.00
09000	18632	08/14/26	1042	NE COUNCIL OF SCHOO	01202580400	20580	SRS ADM DAYS REG IS	0.00	235.00
TOTAL CHECK									636.00
09000	18633	08/14/26	1516	QUADIENT LEASING US	01202520300	20531	COOP POSTAGE METER	0.00	267.27

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09000	18634	08/14/26	1661	HAMPTON INN - KEARN	01202213570	20580	CANV HOTEL JOHNSON	0.00	139.00
09000	18635	08/14/26	1647	JOHNSON-BROCK PUBLI	01203575595	20320	STEADFAST PARTICIPA	0.00	1,000.00
09000	18636	08/14/26	2009	PENDER PUBLIC SCHOO	01203575595	20320	STEADFAST PARTICIPA	0.00	1,000.00
09000	18637	08/14/26	2010	RESIDENCE INN LINCO	01202213570	20580	CANV HOTEL JOHNSON	0.00	116.00
09000	18638	08/14/26	1715	TWIN RIVER PUBLIC S	01203575595	20320	STEADFAST PARTICIPA	0.00	1,000.00
09000	18639	08/14/26	1121	YORK PUBLIC SCHOOLS	01203575595	20320	STEADFAST PARTICIPA	0.00	1,000.00
09000	ACH00065	08/14/26	1638	AIMEE MUEHLING	01202213200	20320	PS CONTRACTED SERVI	0.00	3,777.56
09000	ACH00066	08/14/26	1660	REBECCA SOSALLA	01202213200	20333	PS MILEAGE ADMN DAY	0.00	276.64
09000	ACH00067	08/14/26	1101	CRAIG PETERSON	01202520300	20333	COOP ADDTL NSNA MIL	0.00	2.31
09000	ACH00067	08/14/26	1101	CRAIG PETERSON	01202520300	20333	COOP RULE 84 MEETIN	0.00	150.48
TOTAL	CHECK							0.00	152.79
09000	ACH00068	08/14/26	2008	DON'T PANIC LABS	01202580400	20320	SRS SOW A2 PLATFORM	0.00	12,000.00
09000	ACH00069	08/14/26	1826	LARIANNE POLK	01202320100	20333	ADM LR455/LR440 ROU	0.00	73.04
09000	ACH00069	08/14/26	1826	LARIANNE POLK	01202320100	20580	ADM MEALS RULE 84 M	0.00	51.02
09000	ACH00069	08/14/26	1826	LARIANNE POLK	01202320100	20333	ADM RULE 84 MEETING	0.00	262.50
09000	ACH00069	08/14/26	1826	LARIANNE POLK	01202320100	20643	ADM CHATGPT JULY 20	0.00	20.00
09000	ACH00069	08/14/26	1826	LARIANNE POLK	01202320100	20580	ADM MEAL AESA SUMME	0.00	15.29
09000	ACH00069	08/14/26	1826	LARIANNE POLK	01202320100	20643	ADM CHATGPT AUGUST	0.00	20.00
TOTAL	CHECK							0.00	441.85
09000	ACH00070	08/14/26	1872	MINDY REED	01202320100	20333	ADM PICKED UP BANNE	0.00	120.31
09000	ACH00070	08/14/26	1872	MINDY REED	01202320100	20333	ADM RULE 84, BUDGET	0.00	548.11
TOTAL	CHECK							0.00	668.42
09000	ACH00071	08/14/26	1086	SCOTT ISAACSON	01202580650	20580	GEN TECH MEAL RULE	0.00	11.33
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ACCOUNTING PERIOD: 12/26

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TOTAL FUND								0.00	1,546,273.00
TOTAL REPORT								0.00	1,546,273.00

ESUCC Board Retreat Notes

August 18, 2026

Retreat Aims:

- Make meaning of what we have learned through the strategic planning process.
 - Envision the long-term impact ESUCC seeks to create for Nebraska education.
 - Explore key strategic choices related to leadership and focus, collaboration, innovation, impact, and sustainability.
 - Describe what we want to see in place at ESUCC five years from now.
 - Provide direction for the next phase of strategic plan development.
-

Strategic Planning Focus Question: Over the next 5 years, how can the ESUCC position itself to lead, collaborate, innovate, and strengthen the impact of statewide educational services in Nebraska and beyond?

I. Background and Context

Before the retreat, participants were asked to read and review three pieces of background information: the ten themes from stakeholder focus groups, Rule 84 team prioritization notes, and the financial snapshot. They discussed in small groups and in the large group noting the following **key items that require strategic attention to plan for the future:**

- ESUCC's authority is limited
- Coordinating vs. doing
- Future relationships an ongoing priority
- Vision of shared value and partnerships (stronger together)
- The importance of statewide work together
- Thinking ahead to new challenges and voids — do that intentionally
- Create systems to support those services and focus on things we know will impact education
- The many things we do well

II. Long-Term Vision

Participants were asked to ideate on ESUCC's long-term vision with the following prompt:

Imagine it is 2050 or beyond, and ESUCC's mission has been extraordinarily successful. What is now true about education in Nebraska because this organization existed and did its work well?

Follow up prompts include:

- What opportunities or support is available for students regardless of where they live?
- What can schools access or accomplish that would have been difficult to do alone?
- How do ESUs, NDE, districts, and other partners work together differently?
- How does Nebraska anticipate and respond to changes in education and technology?
- What unnecessary duplication, inefficiency, or disparity no longer exists?
- What is Nebraska known for? What might other states look to Nebraska to learn?

Participants met in pairs or small groups to discuss their ideas and share 2 - 3 ideas with the full group.

Key themes from the long-term vision discussion:

- **Equitable access and success for every student**
- **Statewide leadership (ESUCC and ESUs) with an eye to the future**
- **Schools have strong instruction and systems of support**
- **Seamless collaboration across the education system**
- **Efficient statewide systems and shared services**
- **Clear, measurable, and widely understood value**

Notes from each small group report out:

Names: Scott Isaacson, Corey Dahl

1. SPED support!!

2. Enterprise level tech decisions
Internet!!
3. LEADING!!

Names: John Poppert, Phillip Picquet

1. Efficiency dollars with statewide ESUCC programs and have access to programs on statewide basis.
2. Legislative collaboration

Names: Mitch, Gregg

1. Complete understanding (no doubt) of the true intentions of the ESUCC (*strong partnerships, collaboration, etc.*)
2. Successful educational implementation exists for all students regardless of region
3. We are seen as proactive (*cybersecurity, statewide deliverables*) so much that we become a model for other states.

Names: Bill Heimann, Larianne

1. Ability to measure impact of services is agreed upon and accepted.

Names: (n/a)

1. Lead and look to the next phase... ongoing
2. Fosters strong services (*Tier 1 instruction*)
3. Cost efficiencies and [crossed out] access to services
4. Awareness of ESUCC's role, ESUs' role, and the value/impact of their services
5. National model

Names: Drew, Marci

1. Systems in place
2. Equity and access
3. Truly believe EVERY student deserves it

Names: Dan Schnoes, Melissa Wheelock, Geraldine Erickson

1. State educational leaders look to ESUCC and ESUs to coordinate and lead to the next phase in the evolution of education.

2. All students in NE public schools have received proficiently in ELA, math, and science due to the support and guidance of ESUs/ESUCC
 - a. Consistent HQIM
 - b. Systems of supports
 - c. Strong Tier 1 instruction is the norm
 3. ESUs/ESUCC support the developed capacity of educational leadership which ultimately impacts students' success.
-

III. Strategic Questions: What choices do we face?

Each participants self-selected a small group based on their interest, from the following topics:

1. Leadership & Focus: Where is the ESUCC uniquely positioned to lead, and how should it focus its efforts?
2. Collaboration: How can the ESUCC strengthen collaboration to increase the value of statewide educational services?
3. Innovation: How can the ESUCC anticipate change and create new value for Nebraska education?
4. Impact: How can the ESUCC strengthen the impact of statewide educational services?
5. Sustainability and Capacity: What will the ESUCC need to sustain its mission and support its desired impact over the next 5 years?

Notes from the small group conversations are below:

1. Leadership / Focus: Where is the ESUCC uniquely positioned to lead, and how should it focus its efforts?

ESUCC is Uniquely Positioned to Lead:

1. No other organization in the state
2. ESUCC is made up of ESU Admins
 - a. How are we communicating this?

3. Communicate what ESUCC does for/with ESUs and Districts
 - a. Must be continuous!

Focus its efforts:

Ensure local ESUs are strong:

- Strong communication
- Strong resources
- Strong staff
- Etc.

2. Collaboration: How can the ESUCC strengthen collaboration to increase the value of statewide educational services?

COLLABORATION — Strengthened through clarity

- Enhanced communication
 - How?
 - Identify how CC communicates now
- Strengthening systems
- Resources in support of statewide initiatives
- Statewide service list (not only those CC deploys)
- How to go from here to NDE and think of us as “go-to”
- Accountability within ESU > ESU | ESUCC < - > ESU
- Cohesiveness and collaboration

3. Innovation: How can the ESUCC anticipate change and create new value for Nebraska education?

- Capitalize on change at ESUCC and NDE to create new and lasting relationships
- Trends flow from the coasts to the middle
- National conferences give indicators

- Follow corporate money trends
- Follow national agenda trends
- Anticipate:
 - 3rd gr Reading
 - 8th gr Rdg
 - Math – STEM
- Discuss and collect district future needs — what ESUs anticipate
- Listen to issues in the trenches
- Don't be afraid to FAIL → pilot initiatives
- Don't be afraid to change

Value

- Flexibility
- Ability to scale

4. Impact: How can the ESUCC strengthen the impact of statewide educational services?

- Provide leadership and communicate in best practice
- Model systems → creating and support implementation
 - including measurement standards
- Continuity to collaborate, advocate and quantify impact or impact of success
 - What data?
- Willingness to change and streamline

5. Sustainability: What will the ESUCC need to sustain its mission and support its desired impact over the next 5 years?

- Cash Reserve Goal \$\$
- Communicate purpose of cash reserve
 - With nimble
- Define what projects need resources for growth and prioritize projects
 - How are we prioritizing?
- Ensure staffing compensation aligns with marketplace

- Plan for sustainability when grants or contracts are decreased or eliminated
 - Willingness to change and streamline
-

IV. Practical Five-Year Vision: What do we want to see in place for ESUCC in five years as a result of our actions?

Participants were asked to brainstorm ideas for what they would like to see in place by the end of the 5-year strategic planning cycle. Each person brainstormed individually, then in a small group. Each small group combined similar ideas, eliminated overlap, and created a list of ideas to share with the full group, which are listed below:

Group members: Marci O., Drew H., Andrew E., and Bill H.

1. Model for evaluating ESUCC programs and sustainability
2. Enhancing the coordination of our systems and tools that educate and onboard internal and external partners, making sure to evaluate those systems and revise them over time.

Group members: Dan Schnoes, Melissa Wheelock, Geraldine Erickson, Corey Dahl

1. Predictable and sustainable funding (*cash reserve*)
2. Succession plan in place for ESUCC CEO
3. Communication plan for ESUCC
4. ESUCC board representation at all major AESA events
5. Onboarding of strategic plan to new administrators
6. Continued collaboration w/ NDE
7. Continued focus on innovation (*ex. cybersecurity*)
8. Demonstration of ESUCC's programs' impact

Group members: Mitch, John, Larianne, Phillip, Gregg

1. Systemic evaluation of programs using valid data points
2. Strong partnerships between the ESUCC and other organizations (NDE, Legislature)

3. Clear cash reserve and a plan if no longer funded
 4. Succession plan for ESUCC board members and staff
 5. Communicate ESUCC's value add
 6. Communication audit and plan
 7. Over-deliver on ESUCC projects
 8. ROI calculator
-



Chief Executive Officer Evaluation

Chief Executive Officer: _____ Date Completed: _____
ESUCC Member: _____ Date Completed: _____

PURPOSE

- To provide oversight and public assurance that the policies are effectively implemented.
- An ongoing process for formal feedback to the Chief Executive Officer's professional growth.

PREFACE

This Evaluation Tool provides a written commentary of the performance of the ESUCC Chief Executive Officer, as perceived by the Coordinating Council. The Coordinating Council is committed to the confidentiality of all statements, and believes the Chief Executive Officer is free to share any comments with any individual or group that he/she deems appropriate.

EVALUATION RESOURCES

- [Evaluation Policy](#)
- Chief Executive Officer's contract
- Chief Executive Officer's job description
- Chief Executive Officer's goal(s)
- Evaluation tool

PROCESS and TIMELINE

All Coordinating Council members will have an opportunity to participate in the evaluation process.

May

- The Executive Committee will review the Evaluation Resources and recommend any revisions necessary.

September

- The ESUCC President will present any changes in the Evaluation Tool to the Coordinating Council for approval.
- The ESUCC President will share the evaluation process and timeline with the ESUCC Board.

October



- 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 ESUCC Board will be invited to complete the evaluation tool and submit to the ESUCC President by October 31.
- The Chief Executive Officer will complete the Evaluation Tool as self-assessment and send it to the ESUCC President on or before October 31.

November

- The ESUCC President and Past President will summarize responses from the ESUCC Board.
- The ESUCC President will send (1) the completed Chief Executive Officer self-assessment, and (2) the summary and compilation of responses from the ESUCC Board to the ESUCC Executive Committee by November 7.
- The ESUCC President and Past President will meet with the Chief Executive Officer before the November Board Meeting to review the results of evaluation.
- The ESUCC President will report to the ESUCC Board in November Board Meeting following Closed Session rules.

January

- The Chief Executive Officer provides goals to the ESUCC Board at the January Board Meeting.



Chief Executive Officer

Each Component will be assessed using the following rating scale.

Not Met:	
- Unsatisfactory -	Does not meet component expectations of job description, does not follow through
Met:	
- Basic -	Meets component expectations with little or no growth
- Proficient -	Component is implemented consistently with strong leadership
- Distinguished -	Component's expectations are exceeded. New strategies are created
- Not Assessed -	The board member does not have enough information to score this item.

EVALUATION COMPONENTS:

- I. **RELATIONS WITH THE BOARD:** Communicates with the ESUCC Board regarding current/new trends in education, programs, procedures, policies, budget, staff, and statewide issues.

Select one:

Unsatisfactory - Basic - Proficient - Distinguished - Not Assessed

Comments:

- II. **EDUCATION COMMUNITY RELATIONSHIPS:** Maintains two-way interactions with ESUs, NDE, legislators, educational partners, stakeholders, and media.

Select one:

Unsatisfactory - Basic - Proficient - Distinguished - Not Assessed

Comments:



- III. **STAFF AND PERSONNEL RELATIONSHIPS:** Conducts feedback opportunities for staff annually. Provides direction to the leadership team and ESUCC staff, resulting in high quality work.

Select one:

Unsatisfactory - Basic - Proficient - Distinguished - Not Assessed

Comments:

- IV. **EDUCATIONAL LEADERSHIP:** Provides the vision and leadership supporting ESUs and ESUCC projects in their efforts to meet the educational needs.

Select one:

Unsatisfactory - Basic - Proficient - Distinguished - Not Assessed

Comments:

- V. **BUSINESS AND FINANCE:** Maintains budgetary controls; monitors activities, initiates timely and effective correcting actions, stays within budget, and makes budgetary recommendations.

Select one:

Unsatisfactory - Basic - Proficient - Distinguished - Not Assessed

Comments:

- VI. **PROFESSIONAL/PERSONAL QUALITIES:** Models accepted moral and ethical standards in all professional and personal dealings including multi-cultural and ethnic understanding and sensitivity.

Select one:

Unsatisfactory - Basic - Proficient - Distinguished - Not Assessed

Comments:

- VII. **PROFESSIONAL GROWTH:** Takes part in on-going professional growth activities both organized and individual.

Select one:

Unsatisfactory - Basic - Proficient - Distinguished - Not Assessed

Comments:

_____ Date _____



Chief Executive Officer

ESUCC President

Date _____

Past-President

Date _____

President-Elect

Date _____

Treasurer

Date _____

Secretary

Date _____

Signatures indicate the evaluation has been discussed with the Chief Executive Officer and he/she has received a copy.



SRS and Project Para Staff Report

Division: Technology Division

Division Lead: Scott Isaacson

Reporting Period: September, 2026

Software Developer-Integrator Hired

- We welcomed Matt Marron as our new Software Developer-Integrator beginning on August 3, 2026. Matt comes to us with experience that has helped him to be productive quickly on SRS-related fixes and updates. We're excited and thankful to have him as part of our team.

SRS

- Summer upgrades to the SRS database and servers were completed successfully.
- The major summer release was a version tracking system for SRS forms which makes it easier to reproduce forms in their original format in the future when the current form template has changed.
- In addition to the form versioning, the team released about 100 bug fixes and improvements to the system since May.
- Changes to the IEP and IFSP forms are scheduled for development this fall.
- **SRS Billing Change:** For some time there has been confusion caused by the timing of SRS billing. We have typically invoiced in the May-June time frame for SRS participation for the year just completed. ESUs are invoiced for participating school districts in their area. The confusion comes from people believing the charges are for the year coming up rather than the year just completed. When districts merge, split or leave SRS, this has caused problems. We will move the billing this year to October, 2026 for this 2026-2027 year and October in future years to resolve this confusion.

- Our technology team began with Don't Panic Labs to design enhancements to our software platform (all projects) which will benefit SRS and all of our projects. We'll report more on this throughout this school year.
- MAISA in Michigan had a change of special education leadership over the summer, and we were not able to meet, but will be meeting September 18, 2026 to discuss the possible partnership with SRS.
- During the 2025-2026 school year, the SRS helpdesk received and handled 2080 tickets. 427, or about 20% were related to ADVISER state reporting.

Project Para

- There was some confusion about Project Para certificates and expiration. It has been resolved that "there is not a requirement for retraining/certification of special education paras - The date on the project para certificate is for documentation and district tracking purposes. It does not establish an expiration date or create a recertification requirement for a special education paraprofessional under Rule 51."
- My advice is that districts and para professionals should keep their own copies of certificates for records purposes. Records of previously-issued certificates may not be available if they are older than 3 years.

Web Application Accessibility Procedures

- The ESUCC technology team is documenting a procedure for testing accessibility, including automated tools, screen readers and keyboard navigation testing. Do you (ESUs) have or follow any particular standards to evaluate the accessibility of the applications and sites that you use?



Ed Resources Committee Report

Division: Teaching & Learning

Division Lead: Andrew Easton, Chief Learning Officer

Reporting Period: May-August 2026

Accessibility

- The [ESUCC Accessibility page](#) was updated on September 1, 2026 with minor revisions and updates
- Presented on Digital Accessibility Basics at ESU 6 (8/7)
- Presented a half day training on Digital Accessibility at ESU 9 (9/2)
- The ESUCC Accessibility page can be found on the [SupportedED site](#)

Artificial Intelligence

- Finalized [the AI page of the SupportedED Site](#) and launched it at Admin Days
 - Presented at Admin Days: Beyond the AI Basics: What School Leaders Need to Know Now and Next – w Dorann Avey (7/30)
- Began meeting with a collaborative small group on AI to get input on coordinated statewide supports (7/16 & 8/25)
- Was invited to a Youth & AI Summit looking at the impact of technology on mental health (7/20)
- Created a significant update of the SupportedED AI page (8/26)
- Led an AI training at Sandy Creek Schools (8/10)
- Finalized video communication – “[AI Literacy Is Community Work: Perspectives on Navigating AI in Nebraska Schools](#)”
- Continued collaboration [Great Minds \(Wit & Wisdom\)](#) and Swivl ([M2](#)) on an AI support for teachers and literacy coaches
 - Special thanks to LaRaesha Kugel and Kayla Perry for their feedback on M2’s AI generated feedback
 - Round two of the pilot will begin at Hampton Public Schools on 10/5
 - The NDE SEED Team will visit during the Hampton pilot to learn more about how M2 might support CSA schools with literacy
- Selected speakers for the TLI training on AI on October 22nd

- **Topic:** Vibe Coding with [Tony Vincent](#)
- **Topic:** On ESU 3's Regional AI Workshop Series with [Eileen Heller and Adam Larson](#)
- **Topic:** Screen Time in Schools: Quality Over Quantity with [Richard Culatta](#)
- **Topic:** Leveraging AI for UDL and Creativity with [John Meehan](#)

Behavior Intervention Training (BITS)

- BITS report for 2025-2026 is finalized
- Bulk upload feature for BIRT is live
 - Access the [demo video here](#) (Thanks to Todd and Lake)
- Created four new resources to support the BITS Training (see [ESUCC.org](#))
 - [BITS Acknowledgement of Participation/Completion Form](#) to support building level reporting
 - [BITS 101 Learning Companion](#)
 - [BITS 102 Learning Companion \(Elementary Educator Edition\)](#)
 - [BITS 102 Learning Companion \(Secondary Educator Edition\)](#)
- Began organizing the Build Your Own BITS Training (available summer 2027)
 - Designed based upon feedback from those delivering training in the field
 - Will create 20+ videos that will offer educators choice in the content/pathway they select to view
 - Allows for...
 - Microlearning opportunities
 - A quick way to revisit strategies after the initial training has occurred
 - Customization of the training for various roles of those required to take the training
 - Recording dates: November 11, 2026 and March 25, 2027
 - Currently scheduling prep meetings with each individual
 - Recorded four demo videos at ESU 2 with the behavior team there. Those demos served as examples to provide a vision to support those who have been asked to present as a part of this project.
 - **Special thanks to the following leaders** for their participation in this year's content: Michael Fiet (ESU 2), Brad Hoffman (ESU 2), Matt McNiff (ESU 5), Scott Eckman (NeMTSS/ESU 6), Jackie Ternus (ESU 7), Jessica Shepard (ESU 9), Karmin Pedroza (LPS/ESU 18), and Julia Hebenstreit (Behavioral Health Education Center of Nebraska)

Canvas Consortium

- The Nebraska Canvas Virtual Roadshow was held on June 11, 2026.
- New Courses in the [Nebraska Learning Network](#)

- [Planting Your Canvas Course | Course 1](#)
- [Understanding UDL and Why it Matters | Course 1](#)
- [Deepening Inclusive Practice Through UDL | Course 2](#)
- [Connecting AI to UDL | Course 3](#)

Digital Citizenship

- Developed the promotional materials for the 2026 ESU Digital Citizenship Symposium, which will be held on October 6, 2026 at six different ESUs
 - [Register Here](#)
 - ['26 DigCit Symposium One-Pager](#)
 - [Video Promo](#): Hear from the students and teachers who participated in the 2025 Digital Citizenship Symposium
- Notable revisions to the [Digital Citizenship page](#) of the SupportedED site took place ahead of the Admin Days presentation on that topic
 - Presentation: Coherent Digital Literacy Systems for the AI Era – w Dorann Avey (7/29)
- Finalized video communication – “[Connected, Informed, and Ready: Digital Citizenship Across Nebraska](#)”
- Provided feedback on the development of [the new, second edition of the Edvolve Framework](#)
- Kristen Mattson keynoted the Future Ready Nebraska Conference and provided an avenue for communicating the SupportedED site and our commitment to this work
 - **Kristen Mattson will deliver four statewide webinars in 2026-2027** that will onboard educators to the Edvolve Framework
 - [Register Here](#)
 - Digital Safety on Tuesday, September 1st from 3-3:45
 - Media Literacy on Tuesday, October 27th from 3-3:45
 - Social Responsibility on Tuesday, February 16th from 3-3:45
 - Digital Wellbeing on Tuesday, April 27th from 3-3:45

Distance Learning, NVIS, and VFT

- Updates to NVIS include...
 - [DL Teacher Support Page](#) on NVIS
 - [Supporting Students at the Receiving Site Page](#) on NVIS
 - Includes [The Proctor Playbook for Distance Learning](#) (New)
 - Added a [DL Gemini Gem Support to the NVIS home page](#) (thanks to Jason Everett of ESU 10)
 - Special thanks for Aaron Callaway for updates the NVIS
- [2026-2027 Action Plan for Distance Learning](#)
 - Focuses on a combination of newsletter/email communication and a series of webinar opportunities
 - Decision driven by feedback from an [April 2026 DL Teacher Survey](#). [Results can be found here](#).

- [Register for the newsletter here](#)
- Topics for each webinar
 - September 25 (1:30-3:30): Instructional Best Practices
 - January 29 (1:30-3:30): Building Relationships & Engagement
 - June 15 (at the FRNC): Using Technology & Tools for DL
- Efforts related to the Strategic Planning: Communication and Decision-Making
 - How do we enhance communication and awareness about DL?
 - DL Coordinator Meetings (and email follow up)
 - In the past 5 years, we have held 30 DL Coordinator meetings, with an optimal attendance of 510/510 (if one member from each ESU attended each – 30x17)
 - Attendance was 166/510 or 32% of all DL Coordinators (or an average of five ESUs represented per meeting)

ESUCC Updates

- [The Affiliate Directory](#) will be live through the [ESUCC.org](#) site by September 16th **(Takeaway #1)**
- Generating Statewide Deliverables (GSD) Time has been communicated for September. [The form is still open](#) for requesting time at the May 2027 meetings.
- The ESUCC will be launching a new newsletter that recaps the key takeaways from each ESUCC Board meeting **(Takeaway #2)**
- Changes to Affiliate Leadership sharing at the Ed Resources Committee
 - All Affiliate Leaders continue to be invited to all Ed Resources Committee Meetings
 - ESPD, PLA, and TLI will each share at one fall and one spring Ed Resources Committee meeting to highlight the work of their affiliate and communicate any relevant updates, opportunities, etc.
 - ESPD, PLA, and TLI will connect at one additional Ed Resources Committee meeting, November-February, with the purpose of submitting their budget for the following academic year
 - ESPD will share in October, January (budget), and March
 - PLA will share in November, January (budget), and May
 - TLI will share in October, November (budget), and April
 - NOC will share in the Info Services Committee Meeting
 - Affiliate Leadership meetings have replaced the PO Planning meetings as a way to support Affiliates with

Future Ready Nebraska Conference

- 2026 FR Nebraska Conference took place on June 1-2, 2026 for a sold out in-person audience and have 100+ virtual attendees
- Dates for 2027 are June 14-15

The Good Life EDU Podcast

- Created 12 new episodes of [The Good Life EDU](#) Podcast
 - **Episode 249:** [Different, Not Deficient: Neurodivergence, Student Strengths, and the Power of a Teacher | NeMTSS Summit Preview](#) with Jonathan Mooney
 - **Episode 248:** [Leading with Intention: Policy, Guidance, and Local Decision-Making Around AI in Schools](#) with Bill Bass
 - **Episode 247:** [Benergy: Autism, Advocacy, and the Power of One Kind Person | NeMTSS Summit Preview](#) with Ben, Sandy, and Dan Hartranft
 - **Episode 246:** [Summer Learning, Digital Citizenship, and Back-to-School Joy](#) with Otis Pierce with Otis Pierce
 - **Episode 245:** [Turning Systems Into Literacy Outcomes: What to Expect at the 2026 NEMTSS Summit](#) with Amy Rhone, Scott Eckman, and Brooke Kahl
 - **Episode 244:** [E-Rate at a Crossroads: Keith Krueger on What's at Stake for America's Schools](#) with Keith Krueger
 - **Episode 243:** [Accessibility from the Start: Practical Steps for K-12 Schools](#) with Cynthia Curry and Jena Fahlbush
 - **Episode 242:** [The UDL Shift with Katie Novak: Designing Learning in the Age of AI](#) with Dr. Katie Novak
 - **Episode 241:** [AI Literacy in Action: Amanda Bickerstaff on the SEE Framework](#) with Amanda Bickerstaff
 - **Episode 240:** [Onward Together: Cultivating Emotional Resilience in Educators](#) with Elena Aguilar, Jeremy Stoll, and Ted Dondlinger
 - **Episode 239:** [What to Stop Doing to Move Forward: De-Implementation in Education](#) with Dr. Kanyon Chism
 - **Episode 238:** [The Breakthrough Coach: Reclaiming Time for Instructional Leadership](#) with Jill Pancoast

Nebraska PowerSchool Cooperative

- NebPS now serves 153 Nebraska districts with their PowerSchool support needs
- The NebPS welcomes Ellie Schroeder and Zoe Shankland to the team!
- The NebPS Team has been hard at work acclimating to the additional 50 districts they are serving this year compared to the start of 2025-2026.

ESUPO Week and the Statewide Convening

- Here's [the agenda for the ESUPO Week](#)
- Access the [Statewide Convening agenda](#)
 - We are excited to welcome the following organizations to the Statewide Convening
 - The Midwest Literacy Collective
 - The Nebraska Army National Guard
 - The Breakthrough Coach
- View the optional [Outings and Activities](#) page
- [Data and Trends from ESUPDO Surveys](#)
 - There will be new survey questions/new wording moving forward.
- **What are you interested in knowing?**

SupportED Site

- [The SupportedED Calendar](#) is live (**Takeaway #3**) and includes...
 - Statewide events from 30+ associations, affiliate groups, etc.
 - All State-Level Competitions Recognized by NSAA
- [Digital Citizenship page](#)
- [Artificial Intelligence page](#)
- [Educator Certification page](#)
- Collaborating with the Coalition of Educator Workforce Development on an **Educator Retention page** (expected in early October)
- Collaborating with stakeholders in the literacy space on a set of literacy pages, including a **Foundational Literacy page** and an **Adolescent Literacy page** (expected in early October)
- Discussing with the NDE SEED Team on a leadership learning page
- Finalized video for the home page – “[Welcome to SupportED: Nebraska's Hub for Professional Learning and Education Resources](#)”

Textbook Loan Program

- Textbook Loan requests from nonpublic schools for 2026-2027 were submitted in March, and the ordering process has concluded. Special thanks to Erin Bussen for her efforts with this work!
 - The Textbook Loan Program will be the project spotlight at the ESUCC Board meeting this month

SMART partner roadmap

How ESUCC, ESU 10, Ed-Fi / EdGraph, and DinoCloud advance the roadmap in parallel



 Actively builds

 Supports

	Phase 1 Clean data	Phase 2 Better input	Phase 3 Planning	Phase 4 Dashboards	Phase 5 Impact & ROI
ESUCC (Leads) PM · coordination · multi-state					
ESU 10 Nebraska features · WCAG					
Ed-Fi + EdGraph Ed-Fi model · data sources					
DinoCloud AI integration · cloud					

Accessibility: ESU 10 leads WCAG 2.1 AA compliance across input forms (Phase 2) and dashboards & reports (Phase 4).

Progress over time

North star: illustrating impact

Parallel work —

1

ESUCC

Project management & coordination; multi-state adaptation (AR · WA · OR).

Start: governance, shared backlog, cadence, standards decisions.

2

ESU 10

Nebraska features & data foundation; WCAG 2.1 AA accessibility compliance.

Start: field audit, tagging framework, accessibility baseline for forms & dashboards.

3

Ed-Fi + EdGraph

Ed-Fi data model & additional data sources to show service impact.

Start: map SMART to the Ed-Fi model; shortlist first data sources.

4

DinoCloud

AI integration & cloud service deployment.

Start: cloud environment live; AI-assisted tagging proof-of-concept.

ED RESOURCES

Committee Report

MAY-AUG 2026

ANDREW EASTON

ARTIFICIAL INTELLIGENCE

ED RESOURCES

Committee Report

MAY-AUG 2026

TLI TRAINING ON AI ON OCTOBER 22ND

Vibe Coding with Tony Vincent

ESU 3's Regional AI Workshop Series with Eileen Heller & Adam Larson

Screen Time in Schools: Quality Over Quantity with Richard Culatta

Leveraging AI for UDL and Creativity with John Meehan

BEHAVIOR TRAINING (BITS)

ED RESOURCES

Committee Report
MAY-AUG 2026

1

NEW SUPPORT RESOURCES ON ESUCC.ORG

Learning Companions

These learning companions are designed to support participant engagement during the training while also giving educators a resource they can revisit afterward.

**MAKE A COPY: BITS
101 LEARNING
COMPANION**

**MAKE A COPY: BITS
102 ELEMENTARY
LEARNING
COMPANION**

**MAKE A COPY: BITS
102 SECONDARY
LEARNING
COMPANION**

Training Participation Form Template

This Google Form template can be used by school leaders or ESU personnel who help keep a local record of who participated in a BITS training. To use the template, make a copy of the form, modify it as needed, and then share your copied version with participants. This ensures that the resulting response data and Google Sheet belong to your school, district, or ESU.

**MAKE A COPY: BITS
TRAINING
PARTICIPATION FORM
TEMPLATE**

2

BEHAVIOR TRAINING (BITS)

ED RESOURCES

Committee Report
MAY-AUG 2026

1

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**MAKE A COPY: BITS
TRAINING
PARTICIPATION FORM
TEMPLATE**

2

NEXT: BUILD YOUR OWN BITS TRAINING



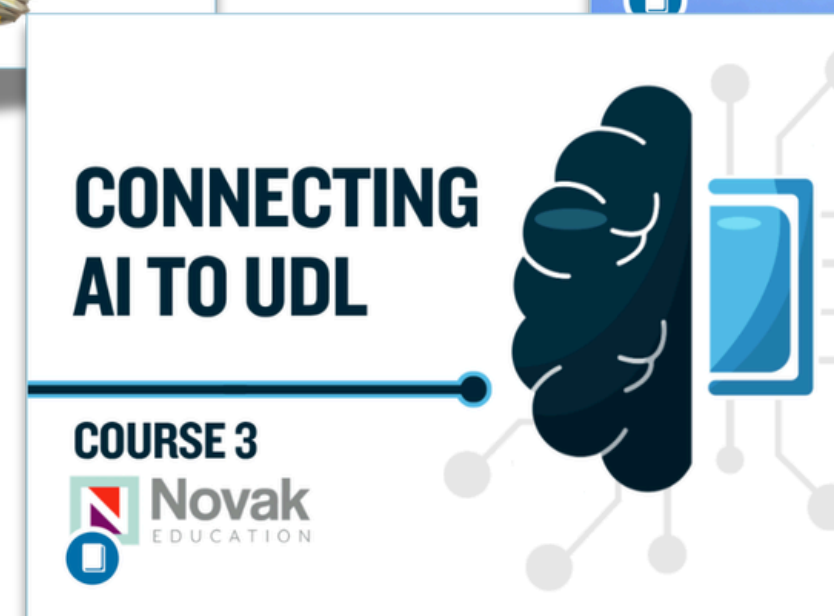
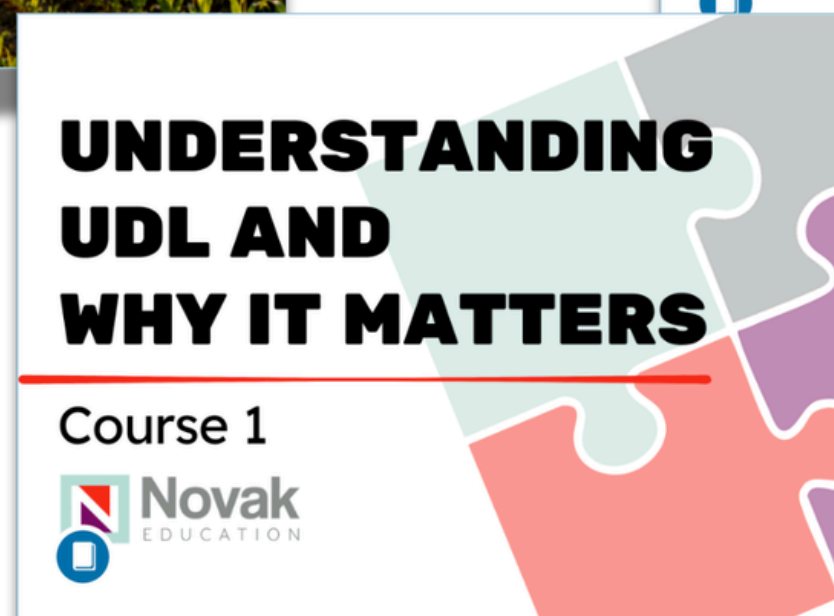
- **Staff select from 25+ videos**
- **Six ESUs represented along with NeMTSS and BHECN/UNMC**
- **Available Summer 2027**

CANVAS CONSORTIUM

ED RESOURCES

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MAY-AUG 2026

1 NEW COURSES IN THE NEBRASKA LEARNING NETWORK (NLN)



DIGITAL CITIZENSHIP

ED RESOURCES

Committee Report
MAY-AUG 2026

1



DETAILS:



TUESDAY, OCTOBER 6, 2026
9:45 A.M.–2:30 P.M. CT

- **Who:** School teams of students in grades 6–12, accompanied by a sponsoring adult
- **Recommended team:** One adult and five students; larger teams are welcome

CHOOSE YOUR LOCATION

ESU 3, LA VISTA
ESU 5, BEATRICE
ESU 7, COLUMBUS
ESU 8, NELIGH
ESU 10, KEARNEY
ESU 13, SIDNEY



Led by Dr. Kristen Mattson
Co-creator of the Edvolve Framework

Register Your Team at bit.ly/NEDigCit

DIGITAL CITIZENSHIP

ED RESOURCES

Committee Report
MAY-AUG 2026

1



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Led by Dr. Kristen Mattson
Co-creator of the Edvolve Framework

Register Your Team at bit.ly/NEDigCit

2

**FOUR STATEWIDE WEBINARS IN '26-'27
THAT WILL ONBOARD EDUCATORS TO
THE EDVOLVE FRAMEWORK (2.0)**

Digital Safety

Students learn to protect themselves and others by understanding digital rules, managing personal data, and recognizing unsafe or misleading online behavior.

Access resources specific to this strand

9/1

Media & Info Literacy

Students develop the skills to search effectively, evaluate information and media for credibility and bias, and create content responsibly.

Access resources specific to this strand

10/27

Digital Well-Being

Students learn to balance their digital lives with their social, emotional, and physical health while navigating relationships and identity in online spaces.

Access resources specific to this strand.

2/16

Social Responsibility

Students explore how technology shapes communities and equity, using digital tools ethically and collaboratively to engage, advocate, and contribute to positive change.

Access resources specific to this strand.

4/27

***NOTE: ALL SESSIONS ARE FROM 3-3:45PM CT**

DISTANCE LEARNING (DL)

ED RESOURCES

Committee Report

MAY-AUG 2026

NEW RECEIVING SITE SUPPORT PAGE ON NVIS

NVIS Distance Learning Courses ▾ Virtual Field Trips DL Support ▾ Contact Us ▾ Sign In

Nebraska Virtual Instruction Source (NVIS)

Nebraska's Distance (DL) Learning System

NVIS exists so that Nebraska schools can provide students with a broad range of learning experiences—regardless of where they are located in the state.

How NVIS Supports Distance Learning in Nebraska

Through a statewide network of educators, ESUs, and institutions, NVIS helps schools find, request, coordinate, and report distance learning courses.

This coordinated approach allows both public and nonpublic schools to offer learning opportunities they may not otherwise be able to staff locally.

Find a Distance Learning Course
Browse distance learning courses offered across Nebraska, including

Request a Course You Need
Can't find what you need? Submit a course request and activate

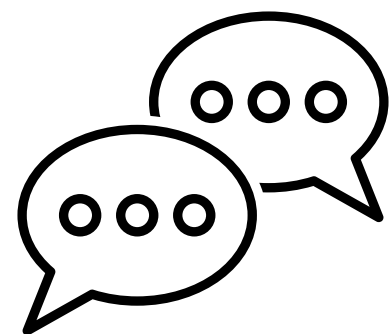
Verify Course Participation for Credit
NVIS supports schools in coordinating delivery and verifying participation for

DISTANCE LEARNING (DL)

ED RESOURCES

Committee Report

MAY-AUG 2026

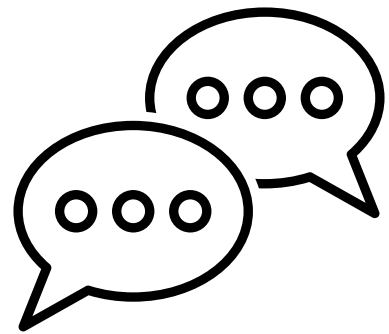


STRATEGIC PLANNING: COMMUNICATION AND DECISION-MAKING

DISTANCE LEARNING (DL)

ED RESOURCES

Committee Report
MAY-AUG 2026



STRATEGIC PLANNING: COMMUNICATION AND DECISION-MAKING

How do we enhance communication and awareness about DL?

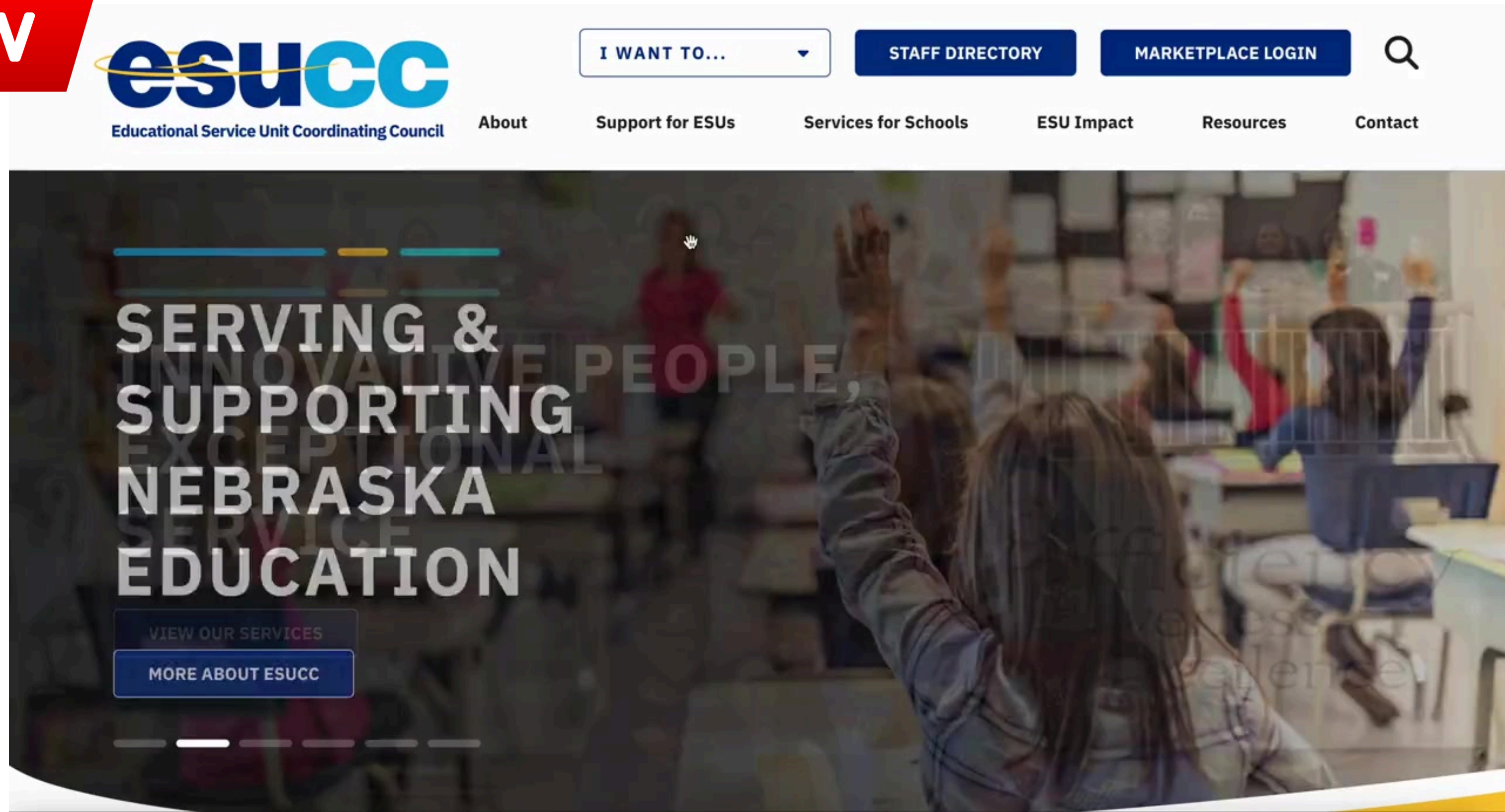
- DL Coordinator Meetings (and email follow up)
- 30 DL Coordinator meetings in the past 5 years (optimal attendance of 510/510)
- Attendance was 166/510 or 32% of all DL Coordinators
 - An average of five ESUs represented per meeting

ESUCC UPDATES

ED RESOURCES

Committee Report
MAY-AUG 2026

NEW



ESUCC UPDATES

NEW



In the Loop

September 2026 | ESUCC Updates & Opportunities

Keeping Nebraska's ESU Community Connected

In the Loop is a monthly communication designed to help keep Nebraska's ESU community connected to the work of ESUCC. Each issue highlights **updates, opportunities, and action items** shared through our Board reports that may be relevant to your work or the colleagues you support.

It's not intended to recap everything discussed at the Board meeting. Instead, *In the Loop* provides another way to keep information moving across our ESU community—highlighting **what's worth knowing, what's worth sharing, and where there may be an opportunity to engage or take action.**

Updates from the Chief Executive Officer (CEO)

Key takeaways from the CEO report, including organizational priorities, statewide conversations, partnerships, advocacy, and other developments with relevance to Nebraska's ESU community.



For Awareness — Something worth having on your radar

ED RESOURCES

Committee Report
MAY-AUG 2026

UPDATES FROM THE ESUCC BOARD MEETING

Register for the
newsletter on the
ESUPO page of
esu^{cc}.org

ESUCC UPDATES

ED RESOURCES

Committee Report
MAY-AUG 2026

**AFFILIATE LEADERSHIP WILL REPORT TO
THE ED RESOURCES COMMITTEE THREE
TIMES EACH ACADEMIC YEAR:**

ESPD: October, January (budget), and March

PLA: November (budget), January, and May

TLI: October, January (budget), and April

FUTURE READY CONFERENCE

ED RESOURCES
Committee Report
MAY-AUG 2026

Future Ready Nebraska Conference on June 1-2, 2026

DIGITAL LITERACY IN THE AGE OF AI:
EMPOWERING FUTURE READY LEARNERS
This is not reacting to AI — we are learning how to shape what comes next.



Kristen Mattson
Keynote: Digital Citizenship



Amanda P.



Brian Buffington
Topic: AI in Education



Katie Novak
Topic: Elevating UDL with AI



Tony Frontier
Topic: AI with Intention

SOLD OUT



FREE Statewide Event
Designed for educators, school leaders, instructional coaches, librarians, and technology directors.
Register at nefutureready.com



THE GOOD LIFE EDU PODCAST

ED RESOURCES

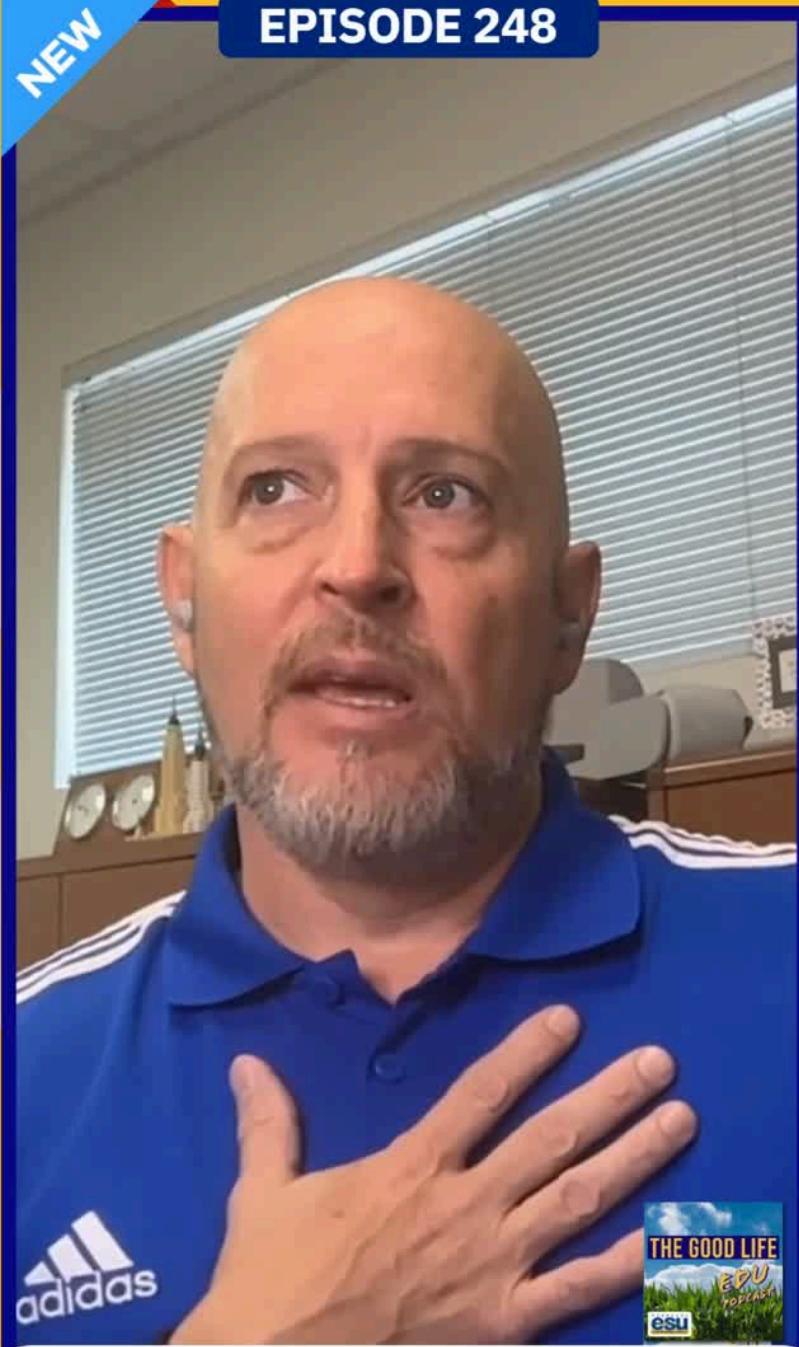
Committee Report

MAY-AUG 2026



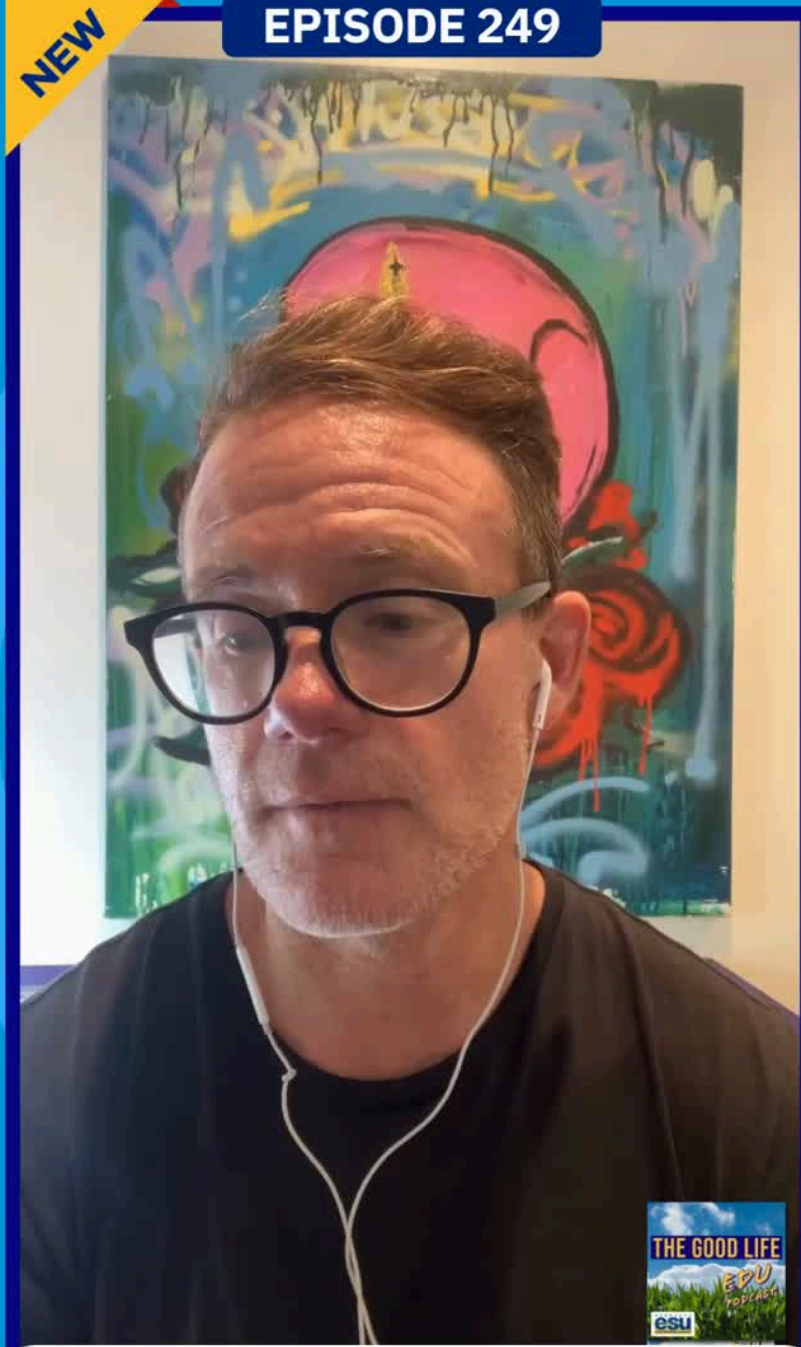
EPISODE 245

**TURNING SYSTEMS INTO
LITERACY OUTCOMES:**
WHAT TO EXPECT AT THE '26 NEMTSS SUMMIT



EPISODE 248

LEADING WITH INTENTION:
BILL BASS ON POLICY, GUIDANCE, AND LOCAL
DECISION-MAKING AROUND AI IN SCHOOLS



EPISODE 249

DIFFERENT, NOT DEFICIENT:
NEURODIVERGENCE, STRENGTHS,
AND THE POWER OF A TEACHER



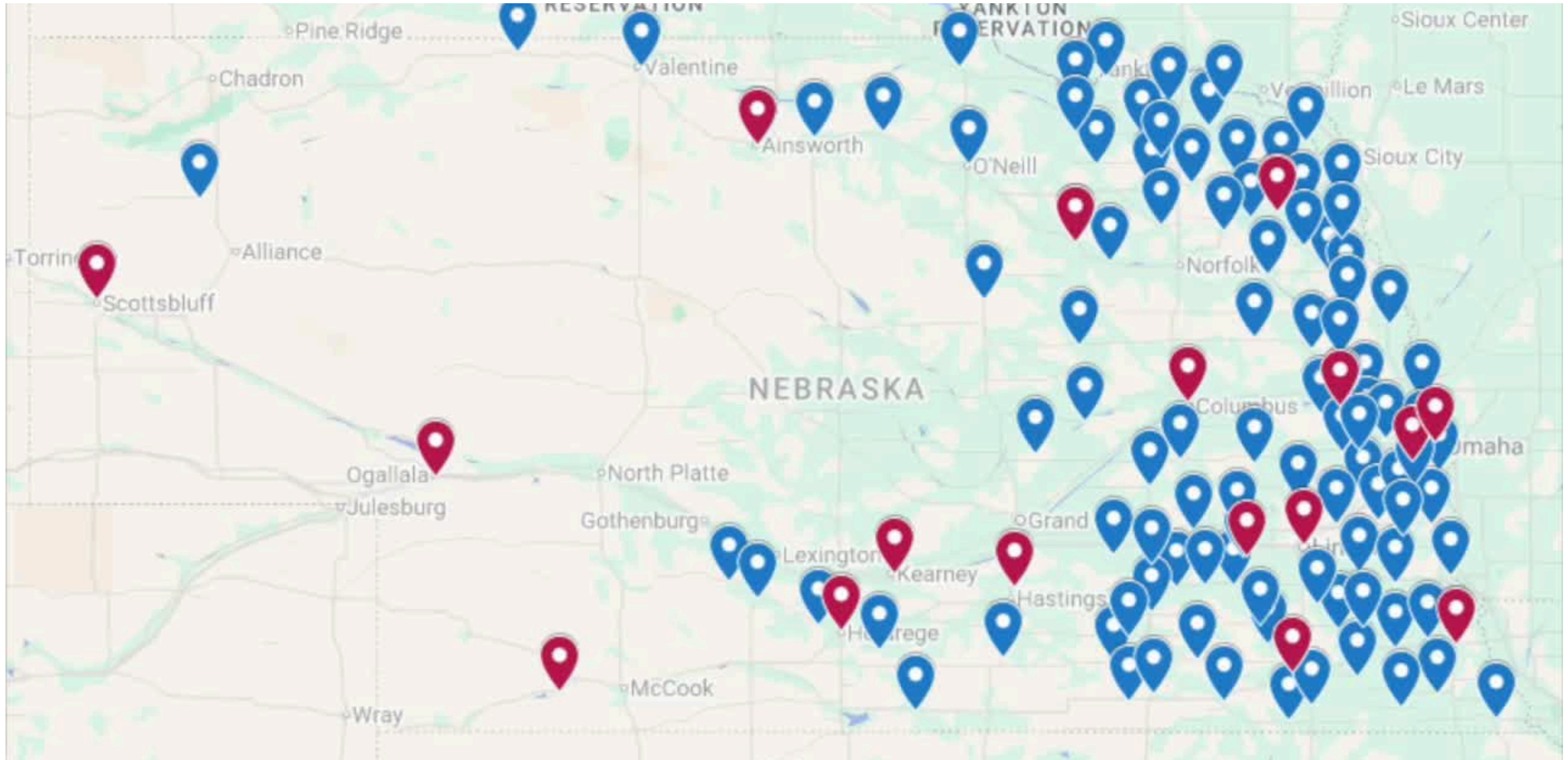
EPISODE 250

BEYOND THE AI HYPE:
WHAT'S ACTUALLY WORKING
IN CLASSROOMS

NEBPS COOPERATIVE

ED RESOURCES

Committee Report
APR-MAY 2026



ESUPO STATEWIDE CONVENING

ED RESOURCES

Committee Report

MAY-AUG 2026

2:00-2:40 pm: Breakout Sessions (Round 1)

Session 1: How to Work Less, Produce More and Still Get the Job Done in a Sensible School Week (Session 1 of 2)

Presenter(s): Jill Pancoast, President of The Breakthrough Coach

Session 2: AI in Action: Building a Future-Ready Educational Service Agency

Presenter(s): Matt Mervis, Director of AI Strategy, Innovation, and Skills21 at EdAdvance

Session 3: Special Education in 2026: What Changed, What Matters, and What ESU Administrators Need to Know

Presenter(s): Haleigh Carlson, Perry Law

Session 4: Implementing the Updated ESU Standards of Performance & Practice

Presenter(s): Marci Ostmeier (ESU 7) and Kellen Conroy (ESU 1)

Session 5: Building Sustainable Systems for Striving Adolescent Readers

Presenter(s): Naomi Watkins, Secondary ELA Specialist for the Utah State Board of Education

Session 6: From BRT, IRL, and LOL to ESU, BITS, and MOE: Navigating the Alphabet Soup of Your New World

Presenter(s): Dr. Larianne Polk, ESU Coordinating Council

2:50-3:30 pm: Breakout Sessions (Round 2)

Session 1: How to Work Less, Produce More and Still Get the Job Done in a Sensible School Week (Session 2 of 2)

Presenter(s): Jill Pancoast, President of The Breakthrough Coach

Session 2: From HQIM to "How": Lessons from Materials Matter for All

Presenter(s): Megan Dufek (ESU 8) and Brooke Kahl (NeMTSS/ESU 1)

Session 3: Staying Grounded While Managing Difficult Conversations

Presenter(s): Dr. Beth Ericson, ESU 7

Session 4: AI in ELA Practice: An ELA AI Framework from the National Council for Teachers of English (NCTE)

Presenter(s): Bill Bass, Past President of the ISTE Board of Directors and member of the NCTE Executive Committee

Session 5: The Instructional Leadership Engine that Could: How Defining Student Learning Transforms Initiative Implementation into Sustainable School Improvement

Presenter(s): Ryan Ricenbaw and Jeff Gilbertson, NE Dept of Education

Session 6: Not Just a Bill: Following an Education Idea All the Way to Rule

Presenter(s): Dr. Larianne Polk, ESU Coordinating Council



ESUPO STATEWIDE CONVENING

ED RESOURCES

Committee Report
MAY-AUG 2026



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TEXTBOOK LOAN PROGRAM

ED RESOURCES

Committee Report

MAY-AUG 2026

- **107 NON-PUBLIC SCHOOLS**
- **106 VENDORS**
- **TOTAL ALLOCATED: \$1,363,477.00**
- **TOTAL INVOICED: \$1,320,069.83**

ED RESOURCES

Committee Report

MAY-AUG 2026

THANK YOU



ESUCC
Educational Resources Committee Meeting
Tuesday, September 15, 2026, 12:15 PM
ESU 10 plus Zoom, 76 Plaza Blvd, Kearney, NE 68845

Attendance Taken at 12:15 AM.

Dr. Brenda McNiff (ESU 05): Present
Marci Ostmeyer (ESU 07): Present
Dr. Laura Barrett (ESU 13): Present
Geraldine Erickson (ESU 17): Present
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 was called to order at 12:15pm.

1.1. Roll Call

2. ESU Professional Organization (PO) and Affiliate Reports

ESUCC CLO, Andrew Easton, provided an update on the timeframe when the affiliates will share their reports with the Education Resources Committee.

3. Nebraska Department of Education (NDE) Updates

Nebraska Department of Education Updates from:

- Amy Rhone - NDE Office of Special Education Administrator/State Director
- Sydney Kobza - NDE Academic Officer
- Jamie Cook - NDE Literacy Officer

Sydney Kobza, NDE Academic Officer, reviewed the linked ESUCC Ed Resources Committee 26-27 document. Jamie Cook, NDE Literacy Officer, joined to emphasize items in the literacy portion of the linked ESUCC Ed Resources Committee 26-27 document.

4. Chief Executive Officer (CEO) Report

4.1. Technology Division

ESUCC CIO Scott Isaacson will provide an update regarding the technology division work. One item of discussion will be enhancements to SMART.

ESUCC CIO, Scott Isaacson, reviewed the attached SRS-Para Report 2026-09 document.

4.2. Teaching and Learning Division

ESUCC CLO Andrew Easton will provide an update on the Teaching and Learning Division work.

ESUCC CLO, Andrew Easton, reviewed the attached ESUCC Ed Resources Committee Report May-August 2026 document.

4.3. SMART

ESUCC CIO, Scott Isaacson, reviewed the attached SMART Partner Roadmap document.

5. Next Meeting Agenda Items

6. Adjournment

The Educational Resources Committee adjourned at 1:16pm.

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

Coop Directors report to ESUCC Board
submitted by: Craig Peterson

1. Coop Summary

- a. Total Number of Contracts 150 (2025-2026)
- b. Total Number of Vendors 134 (2025-2026)
- c. Member Accounts enabled in ESUCC Marketplace (these are single district or agency accounts with multiple shipping addresses or buildings) – 439, up from 438 last year
 - i. Cities – 2025-2026 10 (2024-2025 9)
 - ii. Counties – 2
 - iii. Higher Ed – 9
 - 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) – 40
 - vi. Public/Private Schools listed under an ESU – 2026-2027 – 371, (2025-2026 369)
- d. Purchasing members – 423 (2025-2026) compared to 408 (2024-2025) and 411 (2023-24)
- e. Food Program Participants – 157 (2026-2027 with additional signing up) compared to 170 (2025-2026) and 147 (2024-25)

Sales/Revenue/Savings (09/08/2026)

	2022-23	2023-24	2024-2025	2025-2026
Sales	\$28,863,734.69	\$26,202,146.01	\$25,291,922.98	\$26,176,348.44
Revenue expected/received	\$649,836	\$572,784.19	\$554,887.71	\$569,872.80/\$510,975.22
Savings	\$7,875,838.03	\$8,221,418.21	\$8,477,945.64	\$10,058,365.23
Total Savings %	27.29%	31.38%	33.52%	38.43%

YTD Last Reported Quarter (Q2 Partial)

Q2 2024	Q2 2025	Change	% Change
\$5,651,408.65	\$5,765,015.23	\$113,606.58	2.01% Increase

By Program (2025-2026 Q2, partially reported)

AEPA – is up \$466,114.82

Special Buys – is down \$345,631.97

Food Vendor Sysco– was up \$476,188.46

Paper/Annual Buy – down \$179,014.53

All Programs combined – we are up \$113,606.58 for Q2 over the 2024-2025 school year.

ESUCC Marketplace Metrics last 30 days (08/21/2026)

- New Users 9 – down 31%
- Users' w/ Login 124 – up 136%

- User's w/ Order 78 – down 21%
- Orders 127 – down 27%
- Marketplace Spend \$208,978.54– up 49%
- Items Replaced 10 – up 100%
- Savings Achieved with Replacements - \$655.17 up 303%
- Spend By Month (Last 12 Months)
 - September, 2025 - \$28,860.13
 - October, 2025 - \$170,778.05
 - November 2025 - \$15,404.29
 - December, 2025 - \$29,610.31
 - January 2026 - \$69,192.91
 - February 2026 - \$451,771.97
 - March 2026 - \$814,515.51
 - April 2026 - \$1,872,332.71
 - May 2026 - \$360,702.39
 - June 2026 - \$265,389.93
 - July 2026 - \$136,261.65
 - August 2026 - \$151,066.80 (08/21/2026)
- Total Sales through ESUCC Marketplace January 1 – December 31
 - 2026 - \$4,118,123.02 (4 months remaining)
 - 2025 - \$4,261,275.26
 - 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. Interlocal Agreements for Approval (Agenda item with Resolution)

- a. Alcester-Hudson School District 61-1

3. Coop Contracts for Approval

a. Special Buy Contracts/Addendums/Extensions

- i. Approve addendum to Special Buy agreement Staples Technology Services (Legal Approval 07/28/2026)
- ii. Approve Special Buy agreement with Viosoph LLC
- iii. Approve Addendum to Special Buy agreement with Brisk Labs
- iv. Approve Special Buy agreement with Carasoft
- v. Approve Special Buy agreement with Nila Systems Inc.
- vi. Approve Special Buy agreement with Henry Schein

4. Recommend the Board to approve the 2027 Annual Buy Terms and Conditions

- a. Yearly updates to the Terms & Conditions this year included:

- i. Dates updated
- ii. Name of sourcing software updated from “Ion-Wave” to “Euna Procurement powered by Ion-Wave”
- iii. Cooperative Website URL updated
- iv. Added reference to “including participating South Dakota member schools” where appropriate
- v. Added “Equal Employment Opportunity” paragraph from other ESUCC contracts but was missing here.
- vi. Moved section 9.2.3 to 9.20.1.5 under “Disqualification of Bidders” where it made more sense to be.
- vii. Added 9.4.4 to define “Private Brand” or “White-Label”
- viii. Added 9.4.5 to set precedence for rejecting items that no information can be found, most likely a “Private Brand” or “White-Label”
- ix. Added 10.2 under Indemnification on a recommendation from legal
 - i. Other semantical wording throughout the Terms & Conditions

b. Reviewed by Legal and approved on 08/12/2026

2. 2026-2027 Coop Goal

- a. **2026-2027 Goal:** Design, develop, and launch a custom, automated data portal application—collaborating with a developer and internal tech teams—to ingest vendor sales reports and automatically normalize school/district names and data.

- i. **Efficiencies**

- Elimination of manual data entry in FileMaker Pro, drastically reduce staff administrative time, and provide un-siloed, real-time access to sales, savings, and monthly food program commitment reports for Coop Staff, ESUs, and member districts.

3. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed to schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.
- b. **2026 Annual Buy Delivery of Items**
 - i. We had 37 item Updates, Changes, issues reported this year (compared to 23 last year and 76 the year before)

- ii. Canceled items (3) due to Manufacturer Discontinued without a substitute. There were 3 other items that were discontinued but we found replacements for.

c. Review of Annual/Paper Buy Sales Data over last nine years

- i. 2025-2026– Annual Buy \$1,534,469.52; Paper Buy \$795,056.08
- ii. 2024-2025– Annual Buy \$1,642,324.50; Paper Buy \$866,215.63
- iii. 2023-2024 – Annual Buy \$2,041,955.67; Paper Buy \$871,110.81
- iv. 2022-2023 – Annual Buy \$2,203,986.80; Paper Buy \$820,341.83
- v. 2021-2022 – Annual Buy \$2,304,945.85; Paper Buy \$984,416.14
- vi. 2020-2021 – Annual Buy \$2,190,174.03; Paper Buy \$672,037.21
- vii. 2019-2020 – Annual Buy \$2,356,150.92; Paper Buy \$856,459.15
- viii. 2018-2019 – Annual Buy \$2,280,138.82; Paper Buy \$957,712.43
- ix. 2017-2018 – Annual Buy \$2,407,565.41; Paper Buy \$866,109.76
- x. 2016-2017 – Annual Buy \$2,382,736.12; Paper Buy \$790,259.16

4. **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.

i. **IFB #027 Solicitations released on June 30 in the following categories (August 13th bids were be opened)**

- 027-A Maintenance, Repair and Operations
- 027-B Custodial Supplies and Equipment
- 027-C Office, School and Instructional Supplies
- 027-D Technology Buyback
- 027-E Athletic Supplies and Equipment
- 027-F PreK-12 AI Solutions
- 027-G Promotional Items

ii. **Winter Meeting** – Louisville, KY November 10-12, 2026

iii. **Future AEPA Meetings**

- Annual Meeting San Antonio, TX April 26-28, 2027
- Regular Meeting Phoenix, AZ November 9-11, 2027

iv. **Grant Opportunity**

- a. Highland Fleets presented an opportunity for \$30M in potential sales through our existing AEPA contract, While the proposed timeline seems ambitious, successful funding and \$30M in sales could generate \$600,000 in administrative fees for ESUCC. However, there appear to be administrative commitments and

costs on our end that are currently unclear. Additionally, I'm unsure of the level of interest in either electric or clean diesel fuel buses by our member schools.

- b. Here is the link to the [Clean School Bus Program page](#). Nothing has been finalized yet for the next round of funding.

- Funding timeline: Announcement expected late September–October; application window ~4 months; awards likely early-to-mid spring; districts have ~2 years to implement
- Priority vs. non-priority districts: Priority designation based on SAIPE dataset (free/reduced lunch, Title I, rural classification); priority districts eligible for more funding (e.g., \$300K+ vs. \$200K per bus in prior round) 6
- Joint application threshold: Prior round required minimum 15 buses (solo) or 50 buses (joint group); exact thresholds for new round TBD 78
- Bus replacement requirement: Districts must decommission an old bus to receive a new one; buses 10+ years old must be scrapped; newer models may be sold 9
- Eligible fuel types: Electric, propane, and potentially clean diesel; mixed-fuel joint applications are viewed favorably by current administration

1. Marketing

- a. 53 Campaigns have been sent/scheduled since the last meeting –Please share the list with your Superintendents and other appropriate groups.
- [Swank Motion Pictures - Movie Licensing/Public Performance/K12 Streaming Renewal](#) – 57.1% open rate
 - [Seamless Digital Inclusion: Empowering Nebraska Schools with Grackle Workspace](#) – 22.8% open rate
 - [CDW-G - Build Access on a Reliable Foundation](#) 22.5% open rate
 - [edpuzzle- Newly Partnered with ESUCC](#) – 13.9% open rate
 - [The Organwise Guys - The Whole-child, Whole-school approach](#) – 27.5% open rate
 - [Capstone - Buckle Up, PebbleGo is Going on a Roadtrip!](#) – 22% open rate
 - [What is SchoolsPLP & How is it different than what I currently use?](#) – 28.4% open rate
 - [Audio Enhancement - Audio Solutions, Engage Every Student-](#) 27.3% open rate
 - [Webinar May 27 - Getting Past The Plateau.](#) – 34.5% open rate
 - [Busch Systems - Outdoor Spaces The Aura Series](#) – 29.8% open rate
 - [Quill - Teacher Appreciation](#) – 31.6% open rate
 - [eMackin Monthly Digital Digest](#) – 31.6% open rate
 - [Best Plumbing - June 2026 New Items](#) – 37.7% open rate
 - [Senso Classroom Management Software](#) – 31.7% open rate
 - [Why Busch Systems](#) – 29.9% open rate

- xvi. [Capstone - Helping Every Nebraska Student Read, Learn, and Explore](#) – 26.4% open rate
- xvii. [AEPA Webinar Series - 06/17/2026 Neuralign USA](#) – 31.1% open rate
- xviii. [Audio Enhancement - Emergency Management System](#) – 30.6% open rate
- xix. [eMackin Monthly Digital Digest](#) – 31.4% open rate
- xx. [Quill - Exclusive Pallet Paper Pricing](#) – 30.4% open rate
- xxi. [SHI - Procuring Chromebooks](#) – 30.1% open rate
- xxii. [Edpuzzle- Summer Teaching Festival](#) – 28.9% open rate
- xxiii. [Your Students are already using AI. Do you know how?](#) – 30.2% open rate
- xxiv. [Kajeet Connected Communities](#) – 29.4% open rate
- xxv. [Important Updates: Approval Chains & Contacts for ESUCC Marketplace](#) – 38.0% open rate
- xxvi. [A student's crisis doesn't wait for school hours](#) – 29.8% open rate
- xxvii. [FSG - Stock up and save on LED lighting](#) – 32.6% open rate
- xxviii. [eMackin Monthly Digital Digest](#) – 33.6% open rate
- xxix. [IKIO - Your Partner for Complete Athletic Lighting Solutions](#) – 35% open rate
- xxx. [AEPA Webinar Series 07/22/2026 - ROMTEC - Parks and Recreation Buildings](#) – 37% open rate
- xxxi. [Audio Enhancement - EPIC System - Education Paging & Intercom Communications](#) – 30.4% open rate
- xxxii. [School Specialty - Cell phone storage that keeps phones, and students, safe.](#) – 34.2% open rate
- xxxiii. [Reduce your Credit Recovery Spend](#) – 29.2% open rate
- xxxiv. [Capstone - Meet Responsible AI Built for Curious Kids](#) – 15.3% open rate
- xxxv. [CDW-G - Smarter IT and AI for K–12 Schools](#) – 33.5% open rate
- xxxvi. [Highland Electric Fleets, Inc. - Preparing for EPA Clean School Bus](#) – 31.9% open rate
- xxxvii. [Cafeteria and Food Service](#) – 33.8% open rate
- xxxviii. [Quill - Everything Your School Needs In One Place](#) – 29.8% open rate
- xxxix. [AmTab - K-12 Classrooms and Learning Environments](#) – 30.9% open rate
- xl. [The school day doesn't end when students walk out the door.](#) – 32.1% open rate
- xli. [Check out BLICK Tempera Cakes, available in 34 new sets and 20 new colors!](#) – 30.1% open rate
- xl. [The Capstone Suite](#) – 30.6% open rate
- xl. [eMackin Monthly Digital Digest](#) – 31.5% open rate
- xl. [HD Supply- Milwaukee Tools and Bulk Mulch](#) – 32.3% open rate
- xl. [IKIO - Complexity Simplified - Everything Your Athletic Lighting Project Needs.](#) – 36.3% open rate
- xlvi. [Technology That Supports Modern Education](#) – 30.4% open rate
- xlvi. [AEPA - Siemens formerly Brightly - Transparency starts with knowing your assets](#) – 36.9% open rate
- xlvi. [Helping Every Nebraska Student Read, Learn, and Explore](#) – 29.9% open rate
- xl. [AmTab - K-12 Dining Commons and Food Courts](#) – 30.7% open rate

- I. [Important Updates: Approval Chains & Contacts for ESUCC Marketplace](#) – scheduled
 - li. [Quill - Stock Up and Save More](#) – scheduled
 - lii. [Ready for School Reopening - Class and Food Services Faves](#) – scheduled
 - liii. [BLICK Where Creativity Comes to Class!](#) - 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/gTsUCv>, choose the District-Building Contacts to receive Cooperative Purchasing emails about order deadlines and vendor announcements. After submitting your subscription request, check your email, you may receive email from MailChimp requiring you to confirm this submission.

2. Additional Information & Meetings

- i. **Communications with the following vendors/organizations since last board meeting:** PowerSchool, Zoom (Mark Manners) weekly, ESU 13, Don't Panic Labs, Paxton/Patterson, Staples Technology, Lumu, School Specialty, Wahoo Public Schools, Euna Solutions, CDW-G/Securly, AmTab, Papillion-La Vista Public Schools, Highland Fleet, Scottsbluff Public Schools, Shelton Public Schools
- ii. **Conferences/Webinars/Trainings/Meetings:** AEPA Monthly Webinar, AEPA 026.5 New Vendor Onboarding, AEPA Reporting Committee, AEPA Website Committee, Neuralign Dyslexia Webinar "Getting Past The Plateau", Sysco Food Showcase, Director's Retreat, In-Person Staff Meeting, ESUCC Staff Focus Group, Nebraska School Nutrition Association Conf., Rule 84 Meeting, Get up and running quickly with Acrobat Sign, Administrator Days, Marketing Success Season 2026

Policy -

ESU #3 Board Policy: Use of Artificial Intelligence (AI)

Purpose

Educational Service Unit #3 (ESU #3) recognizes the potential of Artificial Intelligence (AI) to enhance productivity, innovation, and service delivery. This policy establishes expectations for the responsible, ethical, and secure use of AI technologies.

Policy Statement

ESU #3 encourages the use of AI tools in an ethical and appropriate manner that supports organizational goals while protecting student and staff data, maintaining cybersecurity safeguards, complying with records retention obligations, and ensuring compliance with applicable law. ESU #3 reserves the right to monitor, restrict, suspend, or revoke access to AI tools or platforms at any time..

Guidelines for Use

1. Approved Tools Only

Employees shall use only ESU #3–approved AI tools for work-related activities and shall not use unapproved generative AI systems, browser extensions, plugins, embedded AI features, or personal AI accounts for ESU-related business unless expressly authorized in writing..

2. Compliance with Policies

All AI use must comply with the ESU #3 Employee Handbook, applicable board policies, and all relevant state and federal laws, including data privacy regulations, records retention requirements, intellectual property laws, FERPA, cybersecurity requirements, and confidentiality obligations.

3. Data Protection

Employees must not input or expose confidential, sensitive, or personally identifiable information (PII) related to students or staff into AI systems unless explicitly authorized and protected under approved systems. Employees shall not input confidential, privileged, proprietary, disciplinary, personnel, health-related, or legally protected information into AI systems unless appropriate contractual and security safeguards are in place.

4. Ethical Use

AI must be used in a manner that is transparent, fair, and aligned with ESU #3's professional standards. Employees are responsible for reviewing and validating AI-generated content before use and shall independently verify the accuracy, completeness, legality, and appropriateness of all AI-generated outputs prior to reliance, distribution, or publication. Employees shall not rely exclusively on AI-generated outputs for decisions involving student services, discipline, employment matters, evaluations, legal compliance, financial determinations, or other matters requiring professional judgment. Employees shall not use AI tools to circumvent cybersecurity controls, impersonate individuals, generate deceptive communications, create unauthorized synthetic media, or otherwise compromise ESU #3 systems, operations, or reputation.

5. Accountability

Employees remain accountable for all work products, decisions, and communications

generated with the assistance of AI tools. All AI-assisted work product created within the scope of employment shall remain the property of ESU #3 to the fullest extent permitted by law.

Enforcement

Failure to comply with this policy may result in disciplinary action in accordance with ESU #3 policies and procedures.

4065

Staff Use of AI Tools

As used in this policy, artificial intelligence tools ("AI Tools") means machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude, and similar technologies. The board wants to encourage staff to use AI tools to support student learning in safe and lawful ways.

This policy works together with the district's policies on Student Use of AI Tools, Staff Internet and Computer Use, and Staff and District Social Media Use.

Tool Approval. Staff may not use an AI Tool with students or with student information unless a member of the district's administration has approved it. To use a new tool, staff must request approval from his/her supervising administrator first. Before approving a tool, the district will review the vendor's privacy and security practices, the kind of student information the tool would use, and whether a written data-sharing agreement with the vendor is required. The district will keep a list of approved AI Tools and the allowed uses for each.

I. Staff Expectations for Use of AI Tools in Education

A. Acceptable Use of AI Tools. Staff members must use their own professional oversight for any task they use AI Tools to complete and must carefully review the outputs of all AI Tools. Staff may use approved AI Tools to help with things like:

1. Drafting lesson plans, learning goals, and activities;
2. Assisting in initial review and feedback of student work;
3. Making reading passages or practice problems at different levels;
4. Drafting general messages like newsletters or announcements;
5. Finding resources or summarizing public information;
6. Drafting routine communications.

B. Protecting Student Information. Staff may upload student information into an AI Tool only when (a) the tool is district-approved, and (b) the vendor is bound by a written data-sharing agreement with terms that meet FERPA, COPPA, PPRA, and applicable state student data privacy laws. For this purpose, student information includes student names, ID numbers, education records, IEPs, Section 504 plans, evaluations, health records, and discipline records. This rule applies whether the staff member uses a district account, a personal account, a free version, or a paid version.

C. Recording and Transcription Tools. Staff may use AI recording or transcription tools only if:

1. The transcription tool has been approved by an administrator for use in the school context; and
2. All participants to the meeting are informed that the staff member is recording or transcribing the meeting.

The resulting recording or transcript may be subject to the district's retention and confidentiality policies.

D. Unacceptable Use of AI Tools in Education. Staff may never use AI tools to:

1. Upload FERPA-protected information about students without the express, written authorization from administrators who have assured themselves that such disclosure is lawful;
2. Relying solely on an AI Tool to grade student work that counts toward a grade or transcript or otherwise evaluate student academic progress;
3. Make or share deepfakes or fake images, audio, or video of any real person.
4. Make or share sexual or intimate images of any real person—even if the image is AI-generated;
5. Use AI to harass, bully, threaten, or impersonate any student, staff member, parent, board member, or community member;
6. Use AI to watch, track, or scan faces of students or staff outside of systems the board has approved;
7. Upload materials to AI if the copyright or license does not allow it;

8. Share district AI accounts or passwords with students or others;
9. Use district AI accounts for personal or business reasons; or
10. Use AI to bypass district network security, content filters, or device controls.

If any staff member is uncertain about the application of this policy to any AI Tool use, the staff member will check with a supervising administrator before use.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6038

Student Use of AI Tools

As used in this policy, artificial intelligence tools (“AI Tools”) mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude and similar programs.

AI Tools may be useful to student learning. However, students and staff must ensure that student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. Individual staff members will decide for each individual assignment the extent to which students may use AI Tools.
2. If a student uses any AI Tools in connection with a school assignment, the student must:
 - a. Give proper attribution to the specific AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.
 - b. Never copy and paste the output from the AI Tool into the student’s work as if the student wrote such section himself or herself.
3. Students may never use AI Tools to:
 - a. Cheat on any assignment, test, or quiz;
 - b. Help answer questions on a test or quiz without staff member permission;
 - c. Make or share deepfakes or fake images, audio, or video of any real person;

- d. Make or share sexual, nude, or intimate images of any real person—even if the image is fake or AI-made;
 - e. Bully, harass, threaten, intimidate or impersonate any person;
 - f. Place another student or staff member name, photo, voice, or personal information into an AI Tool without staff member authorization;
 - g. Use AI Tools to bypass accommodations, content filters, or school security.
4. A student may use AI Tools as an accommodation if his/her IEP team or Section 504 committee has approved use of the tool. The student must disclose the use of AI Tools to the staff member grading the assignment.
5. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.
6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Adopted on: _____

Revised on: _____

Reviewed on: _____

Policy ____ - Travel and Meal Reimbursement

The Board recognizes that employees and officials may incur reasonable and necessary expenses while traveling or attending conferences, workshops, training programs, meetings, or other activities on behalf of the ESU. The ESU will pay or reimburse authorized travel expenses in accordance with this Policy and state law.

1. Authorized Travel. Travel and attendance at conferences, workshops, training programs, meetings, and other activities for which ESU funds will be expended must be authorized in advance by the Administrator or the Administrator's designee. Travel by the Administrator shall be authorized in accordance with procedures established by the Board.
2. Meal Per Diem. An employee or official authorized to travel on ESU business may receive a per diem allowance for meals and incidental expenses, rather than reimbursement based upon the individual's actual meal expenses. The per diem allowance shall not exceed the applicable federal meals and incidental expenses rate established for the travel destination by the United States General Services Administration. The Administrator or designee may establish a uniform percentage of the applicable federal rate that is less than one hundred percent (100%). Meal receipts are not required when reimbursement is made through the per diem allowance. An individual receiving a per diem must nevertheless submit documentation identifying the dates of travel, travel destination, business purpose, and such other information as may be required by the Administrator or Board Policy.
3. Meals Provided or Included in Registration. The per diem allowance shall be reduced for any meal furnished to the traveler without additional charge, including meals included as part of conference or meeting registration, lodging, training, or another ESU-paid expense. The amount deducted for a meal provided shall be based upon the applicable federal allocation for breakfast, lunch, or dinner. A complimentary meal provided by a hotel or other lodging establishment need not be deducted when the Administrator or designee determines that the meal does not reasonably satisfy the traveler's needs because of the timing, nature, or availability of the meal. Travelers are responsible for accurately identifying meals that were provided or otherwise included in an ESU-paid expense.
4. First and Last Days of Travel. For overnight travel, the meal and incidental expense allowance for the first and last calendar days of travel shall be paid at seventy-five percent (75%) of the otherwise applicable federal rate, consistent with the federal per diem methodology, unless a different amount is required by law or established by the Administrator pursuant to this policy. Any meal provided on the first or last day of travel shall also be deducted from the applicable reduced per diem allowance.
5. Same-Day Travel. Meal expenses incurred during travel that do not require an overnight stay may be paid or reimbursed only when authorized by the Administrator or designee and when permitted by applicable law. Any such payment shall be processed in accordance with applicable federal and state tax requirements.

6. Lodging, Transportation, and Other Travel Expenses. Lodging, airfare, registration fees, parking, ground transportation, and other authorized travel expenses are not included within the meal per diem and may be paid or reimbursed separately in accordance with procedures developed by the Administrator. Mileage for the authorized use of a personal vehicle shall be reimbursed at the rate established by applicable law or Board policy. Receipts or other appropriate documentation shall be required for lodging, airfare, registration, rental vehicles, and other actual expenses for which reimbursement is sought.

7. No Duplicate Reimbursement. No individual shall receive reimbursement or a per diem allowance for an expense that has been paid directly by the ESU, included in another ESU-paid expense, reimbursed by another entity, or otherwise provided to the individual without personal expense. An individual must promptly repay any duplicate or excess reimbursement received.

8. Administrative Procedures and Exceptions. The Administrator may establish reasonable administrative procedures to implement this policy, including procedures addressing travel authorization, documentation, submission deadlines, applicable per diem rates, meals provided, and unusual travel circumstances.

Any request for meal or lodging expenses exceeding the applicable federal rate must be supported by a fully itemized claim substantiating the actual costs incurred and must receive express approval from the Board when required by Nebraska law.

All expenditures under this policy must be reasonable, necessary, related to official ESU business, and consistent with applicable federal and Nebraska law. The ESU shall maintain documentation sufficient to establish the dates, destination, and business purpose of travel and the basis for payments made under this policy.

Legal Reference: Neb. Rev. Stat. § 13-2203
Neb. Rev. Stat. §§ 81-1174 to 81-1177

Example, do not include in the policy above.

<u>Per Diem rates</u>		
Travel Day Prior (not conference day) with a Hotel Stay	Day 1+ All day Conference	Travel Day After (not conference day)
75% of Fed. Per Diem OR Other % determined by the board (can be 0)	Breakfast No Per Diem Paid: If breakfast is provided at the conference or by the lodging. Yes Per Diem Paid: If breakfast is not provided	75% of Fed. Per Diem OR Other % determined by the board (can be 0)
	Lunch No Per Diem Paid: If lunch is provided Yes Per Diem Paid: If lunch is not provided or if travel home is over lunch time.	
	Dinner No Per Diem Paid: If dinner is provided or If travel home is completed before 6:00 pm Yes Per Diem Paid: If dinner is not provided or travel home is completed after 6:00 pm	

*No receipts necessary if covered by Per Diem

How Nebraska ESUs Are Funded

A braided funding model that leverages state, local, district, and grant resources.

Using data, design, innovation, and statewide expertise, Nebraska's Educational Service Units provide supplemental educational support and services to public and non-public schools efficiently and strategically.

EFFICIENCY

17

**REGIONAL
ESUs**

249

**STATEWIDE
SERVICES**

1700
PERSONNEL

**STATEWIDE
EXPERTISE**

**Public
and
Non-Public**

**SCHOOLS
SERVED**

FUNDING SOURCES

5%

STATE AID

Core Services funding appropriated by the Nebraska Legislature.

22%

ESU PROPERTY TAX AND LOCAL RECEIPTS

Local ESU levy authority capped in statute at 1.5¢

44%

SCHOOL DISTRICTS

Purchased services for programs, products, staffing, & other services

29%

OTHER

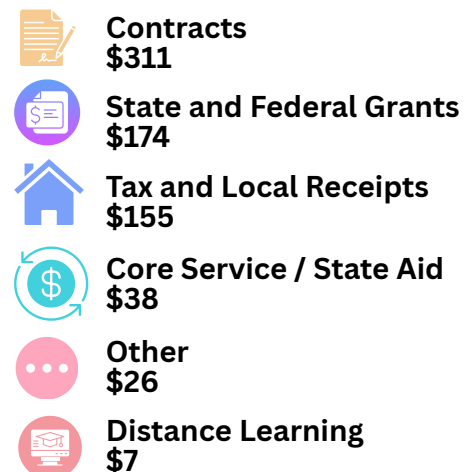
Federal and state grants, contracts, and other revenue

PER PUPIL COST

**Total ESU
Statewide
Expenditures
\$219,306,267**

**308,439
Public School
Students**

**Total Per
Pupil Cost
\$711**



402-597-4843

Dr. Larianne Polk
ESU Coordinating Council CEO
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How Nebraska ESUs Are Funded



Support predictable funding. Stable investments help prevent additional costs from being shifted to Nebraska schools and local tax payers.

FUNDING TAKE AWAY

5%

STATE

Core Services funding appropriated by the Nebraska Legislature.

Why State Funding Matters

When state Core Services funding is cut or held flat while costs increase, the cost of serving schools does not disappear. More of that cost must be absorbed by local school districts, passed on through district-purchased services, or offset through reductions in services. **The Core Service Fund has been cut or flatlined in 14 of the last 17 years.**

22%

ESU TAX & LOCAL RECEIPTS

Local ESU levy authority capped in statute at 1.5¢

Why ESU Property Taxes Matter

ESUs use regional economies of scale to lower the cost of services, products, expertise, and shared infrastructure. This allows schools to access services more efficiently than many could provide independently and maximizes the return on local taxpayer investment. **With a 1.5¢ levy, a home valued at \$100,000 would result in \$15 paid to ESUs in property taxes.**

44%

SCHOOL DISTRICTS

Purchased services for ESU programs, products, staffing, and other services

Why Shifting More Costs to School Districts is Not Sustainable

School district budgets and levy authority are already constrained. When ESU funding is reduced, held flat, or eliminated, more of the cost of services shifts to schools. Districts must either purchase those services, provide them independently, reduce services, or redirect resources from other priorities. **Ultimately, shifting costs does not eliminate them, it moves them closer to local taxpayers.**

LEGISLATIVE DIRECTION

Services ESUs Provide are Required by Legislature

- Staff Development Support
- Curriculum and Instructional Materials Support
- Technology Support
- Cybersecurity Implementation

Who will do the work if not the ESUs?



How Nebraska

ESUs

Support Literacy

Strong Educators • Stronger Readers

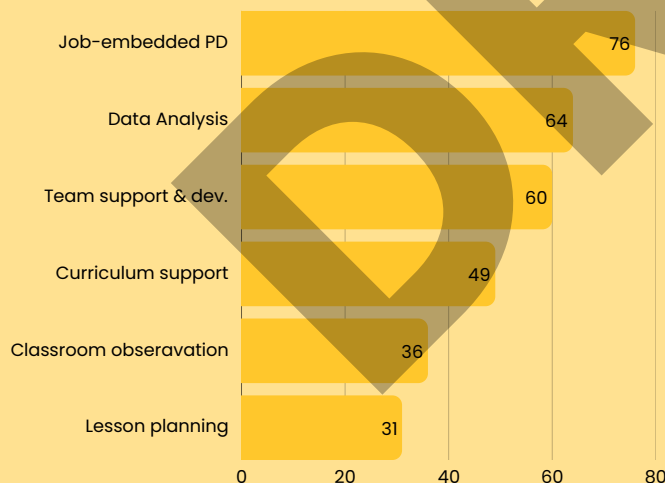
PROFESSIONAL LEARNING

High-quality professional learning and systems coaching through the Educational Service Units (ESUs) and regional Literacy Coaches (RLCs) is building educator capacity and improving literacy instruction across Nebraska.

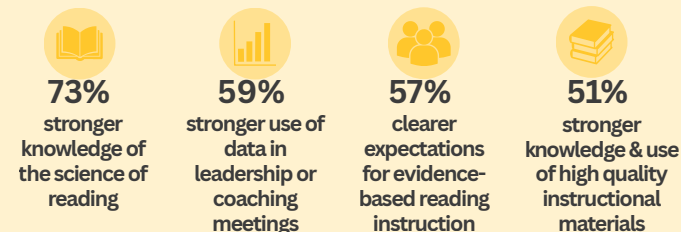
REGIONAL LITERACY COACHES (RLCs)

Targeted coaching. Real support. Measurable impact.

**Reports submitted through August 27, 2026*



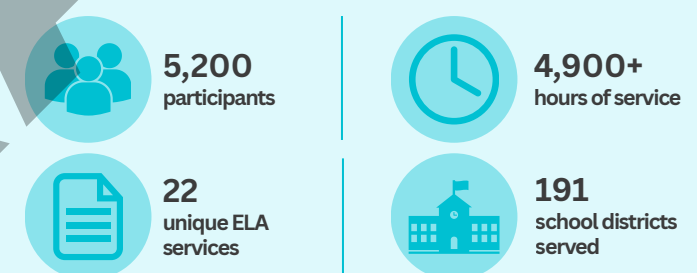
EMERGING CHANGES IN PRACTICE:



 *\$79-2607 directs the work, while partnership and leadership by NDE guides the work.*

ADDITIONAL ESU LITERACY & English Language Arts (ELA) SUPPORT

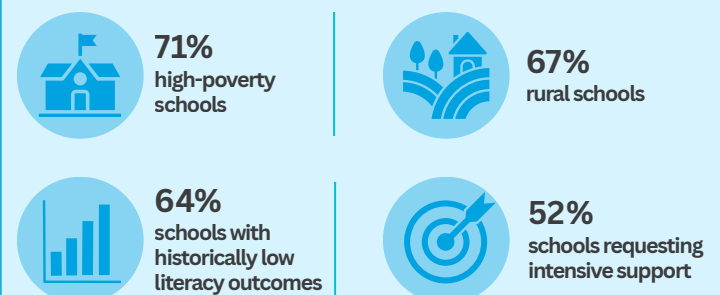
Beyond RLC services, ESUs also provided literacy and ELA professional literacy support.



*This work occurred **outside of and around** the RLC support, further expanding literacy support.*

REACHING SCHOOLS WITH THE GREATEST NEED

Among reports identifying priority populations, RLCs provided support to:



Among reports identifying priority populations, RLCs provided support to:

402-597-4843

Dr. Larianne Polk
ESU Coordinating Council CEO
lpolk@esucc.org

www.esucc.org

How Nebraska

ESUs

Support Literacy

Strong Educators • Stronger Readers



ADDITIONAL OPPORTUNITIES

Coaches and ESUs identified opportunities to further strengthen literacy support.



Build shared responsibility for literacy across all educators, including those who do not provide direct reading instruction



Expand adolescent literacy support across the PK-12 continuum



Increase support for progress monitoring and data-driven decision-making



Enhance collaboration with NeMTSS, assessment, and special education initiatives to reduce duplication and increase coherence

NEXT STEPS

To build on progress and sustain impact, Nebraska should:

1

Expand access

to evidence-based literacy professional learning statewide aligned to Nebraska literacy rubrics.

2

Extend

literacy professional learning across the PK-12 continuum, including a focus on adolescent literacy.

3

Measure progress and use data

to guide future investments using statewide adequately trained educator data, DIBELS implementation, and other key measures.

By preserving and expanding access to high-quality professional learning and Regional Literacy Coach services, Nebraska can continue to strengthen educator capacity and improve literacy outcomes for every student.

What Does an Additional Property Tax Lid Do To ESUs?

* Core Service Funds
(ESU State Aid)
has been CUT

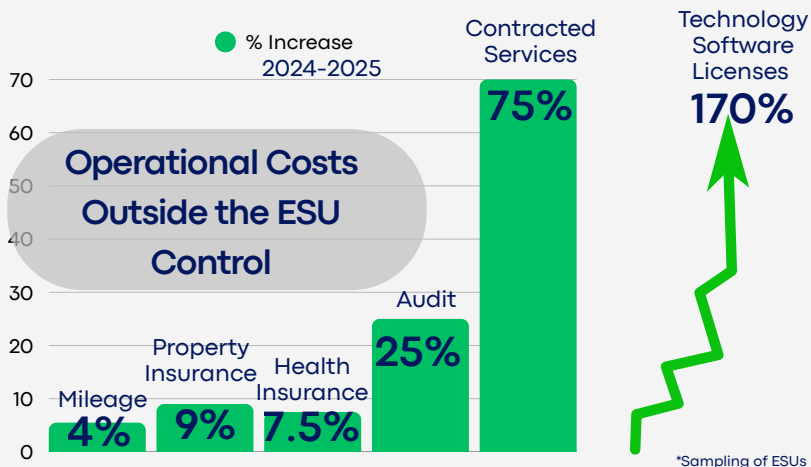
17%
since 2009.

*Approx.

Current
Property Tax Lid
1.5¢ Levy

Estimated
2027-2031
Lost Revenue
with 2% +
Allowable
Growth Cap

\$16 Million



Property tax caps, coupled with the cuts to ESU Core Service Funds (state aid) would devastate the work the ESUs do for the Legislature.

Services ESUs Provide are Required by Legislature

- Staff Development Support
- Curriculum and Instructional Materials Support
- Technology Support
- Cybersecurity Implementation

What Does an Additional Property Tax Lid Do To ESUs?

ESUs would CUT or ELIMINATE essential services...

Student Services at Risk

Services such as audiology, birth to 5 services coordination, technology support, special education, and life skills programming could be reduced if there is no funding for those.

Staffing at Risk

Because most district spending is tied to personnel, costs above the cap would likely force staffing reductions.

Literacy Support Reduced

Positions in professional development tied to literacy implementation would likely be reduced to only that which is required, even as state expectations and school needs continue to grow.

Additional Property Tax Lids Undermine ESU Efficiency
ESUs were created to help districts save money through shared services. Limiting levy authority weakens that model and shifts costs back to schools.

Mental Health Services Shifted to Schools

Mental health services would likely move to a fee-based model or be reduced, placing added pressure on districts without reducing overall need. Services such as counseling, behavioral support, and crisis response for students and families in rural communities.

Implementation Reduced

Intentional move away from hands-on implementation support and become more of an information-sharing organization, leaving schools with less direct help.

District Services Reduced or Shifted Locally

Services to districts would likely decline, or districts would need to absorb substantial new costs to maintain current support levels.

Cybersecurity & Technology Impacted

Support for cybersecurity, internet, and filtering would weaken as equipment replacement is delayed and resources tighten.

Safety & Security Delayed

Building safety and security improvements would likely be postponed, increasing risk for students and staff.

Wages & Benefits Under Pressure

LB 803 would make it much harder for ESUs to provide competitive wage increases. As insurance and other employment costs rise faster than 2%, employees would likely see smaller raises or higher benefit costs.

ESU Work is the Legislature's Direction

Who will do the work if ESUs do not?



ESUCC
Legal Committee Meeting
Tuesday, September 15, 2026, 1:45 PM
ESU 10 plus Zoom, 76 Plaza Blvd, Kearney, NE 68845

Attendance Taken at 1:45 PM.

Dr. Bill Heimann (ESU 01):	Present
Dr. Dan Schnoes (NE) (ESU 03):	Present
Drew Harris (ESU 09):	Present
Dr. Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Present
Phillip Picquet (ESU 15):	Present
Dr. Takako Olson (ESU 18):	Absent

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 was called to order at 1:45pm.

1.1. Roll Call

2. Cooperative Purchasing (Coop) Update

2.1. Cooperative Purchasing (Coop) Agreements

Recommended Motion 1: Recommend to the ESUCC Board to approve the interlocal with the Alcester-Hudson School District 61-1, as presented.

Recommended Motion 2: Recommend to the ESUCC Board to approve the following contracts: Staples Special Buy Agreement, Viosoph LLC Special Buy Agreement, Brisk Addendum to Special Buy Agreement, Carahsoft Special Buy Agreement, Nila Systems Special Buy Agreement, and Henry Schein Special Agreement, as presented.

ESUCC Cooperative Purchasing Director Craig Peterson noted that Alcester-Hudson School District is the third South Dakota school district to join the ESUCC Cooperative Purchasing Marketplace. He also reviewed additional contracts, including addendums and special buys from multiple vendors.

Recommend to the ESUCC Board to approve the interlocal with the Alcester-Hudson School District 61-1, as presented Passed with a motion by Harris, Drew (ESU 09) and a second by Picquet, Phillip (ESU 15).

Dr. Bill Heimann (ESU 01): Yea

Dr. Dan Schnoes (NE) (ESU 03): Yea

Drew Harris (ESU 09): Yea

Dr. Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea

Phillip Picquet (ESU 15): Yea

Yea: 6, Nay: 0

Recommend to the ESUCC Board to approve the following contracts: Staples Special Buy Agreement, Viosoph LLC Special Buy Agreement, Brisk Addendum to Special Buy Agreement, Carahsoft Special Buy Agreement, Nila Systems Special Buy Agreement, and Henry Schein Special Agreement, as presented Passed with a motion by Harris, Drew (ESU 09) and a second by Wheelock, Melissa (ESU 10).

Dr. Bill Heimann (ESU 01): Yea

Dr. Dan Schnoes (NE) (ESU 03): Yea

Drew Harris (ESU 09): Yea

Dr. Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea

Phillip Picquet (ESU 15): Yea

Yea: 6, Nay: 0

2.2. Peterson Report

ESUCC Cooperative Purchasing Director, Craig Peterson, reviewed the attached 2026-09 Coop Peterson Report document.

2.3. 2027 Annual Buy Terms and Conditions

Recommended Motion: Recommend to the ESUCC Board to approve the 2027 Annual Buy Terms and Conditions as presented.

ESUCC Cooperative Purchasing Director, Craig Peterson, noted that the majority of the changes in the attached 2027-AB-Terms Conditions document include date changes.

Recommend to the ESUCC Board to approve the 2027 Annual Buy Terms and Conditions as presented Passed with a motion by Schnoes (NE), Dan (ESU 03) and a second by Poppert, John (ESU 11).

Dr. Bill Heimann (ESU 01): Yea

Dr. Dan Schnoes (NE) (ESU 03): Yea

Drew Harris (ESU 09): Yea

Dr. Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea

Phillip Picquet (ESU 15): Yea

Yea: 6, Nay: 0

3. Policy 1014. Meetings

Based on the 2026 legislative session, Perry Law Firm recommends the following update to Policy 1014. Meetings: LB 596 amends the Open Meetings Act's notice requirements.

Previously, notices of ESUCC Board meetings were required to be published in a newspaper, with several exceptions. Now, notices or regular meetings only need to be published four times per year. The ESUCC can still publish monthly newspaper notices but is no longer required to do so every month.

Notice of Meetings

The Board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all Members and to the public. Notice of regular and special meetings shall be ~~published in a newspaper of general circulation within the area of the ESUCC and, if available, on the newspaper's website. In case of refusal, neglect, or inability of a newspaper to timely publish the notice of a meeting, the Chief Executive Officer may (1) post such notice on the ESUCC's website and (2) post such notice in a conspicuous public place in the ESUCC's jurisdiction. The ESUCC shall keep a written record of such posting. 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.~~ given by a method designated by the Board at the Board's organizational meeting each January, or as otherwise determined by the Board. The designated method will be recorded in the Board's meeting minutes. In addition, at least four times per calendar year, the Board will publish in a newspaper of general circulation the following information: (1) the regular meeting schedule, (2) the location of regular board meetings, and (3) the method of advanced notice designated by the Board. Notwithstanding the foregoing, the Board reserves the right to change the regular meeting schedule or location if circumstances require such a change. Newspapers of general circulation shall be those that serve more than one county. Any such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the ESUCC during normal business hours.

Recommended Motion: Recommend to the ESUCC Board to formally revise Policy 1014. Meetings, as presented.

ESUCC CEO Dr. Larianne Polk reviewed the requested changes to Policy 1014 - Meetings. Based on changes made during the 2026 legislative session, Perry Law Firm recommended updating the policy to reflect LB 596, which amended the notice requirements under the Open Meetings Act. The updated requirements reduce the frequency with which notices of regular ESUCC Board meetings must be published in a newspaper from monthly to four times per year. ESUCC may continue to publish monthly newspaper notices but is no longer required to do so. Recommend to the ESUCC Board to formally revise Policy 1014. Meetings, as presented Passed with a motion by Picquet, Phillip (ESU 15) and a second by Harris, Drew (ESU 09).

Dr. Bill Heimann (ESU 01): Yea

Dr. Dan Schnoes (NE) (ESU 03): Yea

Drew Harris (ESU 09): Yea

Dr. Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea

Phillip Picquet (ESU 15): Yea

Yea: 6, Nay: 0

4. Policy 3030. Records Management and Disposition

Based on the 2026 legislative session, Perry Law Firm recommends the following update to Policy 3030. Records Management and Disposition: LB 596 updated references in the record retention laws to better reflect current technology and electronic storage capabilities. Policy 3030 has been updated and streamlined to reflect these changes.

3. Electronic Records, Messages, and Data. ESUCC records may be created, stored, and maintained in paper or electronic format. Electronic records may include, but are not limited to, (a) email or other electronic communications; (b) digital documents and databases; (c) audio and video recordings; and (d) cloud-based and third-party hosted data. Electronic communications, documentation, and data are ESUCC records when they relate to ESUCC business and will be retained in accordance with the applicable record retention schedules. Due to system storage limitations, certain categories of electronic data (such as surveillance video or system logs) may be retained for shorter periods than other records, unless required to be preserved by law or otherwise determined by the Chief Executive Officer or designee. The ESUCC will implement reasonable measures to ensure that electronic records remain accessible, retrievable, and secure for the duration of their required retention period. Employees are responsible for retaining records within their control when they are aware, or reasonably should be aware, that such records may be subject to a records request, audit, investigation, or possible litigation. ~~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 76 of 121 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 ~~77 of 121~~ (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.~~

Recommended Motion: Recommend to the ESUCC Board to formally revise Policy 3030. Records Management and Disposition, as presented.

ESUCC CEO Dr. Larianne Polk reviewed the requested changes to Policy 3030 - Records Management and Disposition. Based on the 2026 legislative session, Perry Law Firm recommends the following update to Policy 3030. Records Management and Disposition: LB 596 updated references in the record retention laws to better reflect current technology and electronic storage capabilities. Policy 3030 has been updated and streamlined to reflect these changes.

Recommend to the ESUCC Board to formally revise Policy 3030. Records Management and Disposition, as presented Passed with a motion by Wheelock, Melissa (ESU 10) and a second by Poppert, John (ESU 11).

Dr. Bill Heimann (ESU 01):	Yea
Dr. Dan Schnoes (NE) (ESU 03):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Phillip Picquet (ESU 15):	Yea

Yea: 6, Nay: 0

5. AI Policies

ESUCC CEO Dr. Polk reached out to Justin Knight from Perry Law Firm and KSB to request their different AI policies. Attached are policies from both law firms. ESUCC CEO Dr. Polk will review the policies with the Legal Committee to get their feedback.

ESUCC CEO Dr. Larianne Polk reviewed three Artificial Intelligence (AI) policy options, including ESU 3, KSB (Policy 4065), and Perry Law Firm (Policy 6038), and requested direction on next steps. Board discussion included a recommendation from ESU 9 Administrator, Drew Harris, to utilize the Perry Law Firm policy, noting their willingness to incorporate any identified gaps. The Board also discussed reviewing ESU 3's and Perry Law Firm's staff use policies to identify any missing components. ESUCC CEO Dr. Larianne Polk will consult with NOC and bring a recommendation back to the Board in October.

6. Travel and Expense Reimbursement (per Diem) Policy Draft

ESUCC CEO Dr. Polk received the draft Travel and Expense Reimbursement (Per Diem) Policy Draft from Perry Law Firm.

ESUCC CEO Dr. Larianne Polk reviewed the attached Travel and Expense Reimbursement (Per Diem) Policy Draft. Discussion in the committee determined there are ESUs that use a per diem reimbursement method, while others require receipts for meal expenses. There is no recommendation for or against either approach should ESUCC choose to transition from receipt-based meal reimbursement to a per diem method. This change would require board action and ESUCC CEO Dr. Larianne Polk will bring it back before the board should any change be determined.

7. ESUCC Legislative Priorities

Discuss any relevant legislative bills or concepts and provide direction for CEO Polk.

ESUCC CEO Dr. Larianne Polk reviewed the attached ESUCC Legislative Priorities 2027-2029, 110th Session document. Dr. Polk will make adjustments based on discussions about wording and adding additional bullet points.

8. Fact Sheets

ESUCC CEO created the below Fact Sheets. Please review and provide feedback:

- Funding Priority
- Literacy
- Property Tax Cap

ESUCC CEO Dr. Larianne Polk reviewed the attached Funding, Literacy, and Property Tax Cap

Fact Sheets. All three fact sheets are in draft status with revisions anticipated prior to final publication.

9. Chief Executive Officer (CEO) Report

ESUCC CEO Dr. Larianne Polk reviewed the attached CEO Report to the Board - September 2026 document.

9.1. ESUCC Credit Card List

Annually, the CEO will provide a list of all ESUCC employees who have an ESUCC credit card assigned to them per policy 3008. Credit Card Purchasing Program.

- Dr. Larianne Polk, CEO
- Scott Isaacson, CIO
- Andrew Easton, CLO
- Becky Sosalla, PowerSchool Cooperative Director
- Craig Peterson, Director of Cooperative Purchasing
- Textbook Loan

10. Next Meetings Agenda Items

11. Adjournment

The Legal Committee adjourned at 3:03pm.

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



Invitation for Bid Terms & Conditions

ESUCC-~~2026~~2027

1. Issuing Agency

1.1 ESUCC - Cooperative Purchasing is requesting online Bids from qualified vendors for the following: **Coop Annual Buy ESUCC-~~2026~~2027**.

1.2 ESUCC - Cooperative Purchasing utilizes an online sourcing application suite through Euna Procurement powered by Ion-Wave. All bidding initiated by ESUCC - Cooperative Purchasing will be conducted using this sourcing application suite. **Vendors must be registered with ESUCC Cooperative Purchasing prior to participating.** Interested parties can register on the ESUCC - Cooperative Purchasing website at <https://www.esucc.org/services/cooperative-purchasing/vendor-resources> ~~<https://www.esucc.org/cooperative-purchasing/>~~ under the Vendor Resources area or the direct URL at <https://esucc.ionwave.net/VendorRegistration/RegisterStart.aspx>.

1.3 ESUCC - Cooperative Purchasing will charge a 4% administrative fee to the awarded vendors based on the purchases made from the line-item bid. This fee will be assessed as defined in "Key IFB Dates". The administrative fee must be paid to ESU Coordinating Council (ESUCC) by dates defined in the "Key IFB Dates". Invoices will be sent to all awarded vendors.

1.3.1 Catalog Discount Pricing – Punchout Catalog

1.3.1.1 Vendors that have received a line-item award will have the option of offering to members their entire product(s) catalog in addition to line-items awarded on the Annual Buy.

1.3.1.1.1. This offering will be made available to ESUCC members on the Punchout Enablement date June 1 and until the Re-enablement date January 31 of each year.

1.3.1.1.1.1. Vendor must receive line-item awards for the current year in order for their punchout to be re-enabled.

1.3.1.1.1.2. Vendors requesting this option will receive a Special Buy contract, subject to final approval by the ESUCC Board.

1.3.1.2 For this offering vendors must provide their own cXML punch-out technology through their own solution provider and the vendor maintains all catalog updates themselves.

1.3.1.3 The bid attribute "Catalog Discount Pricing" is reflective that the "Vendor chooses to offer entire product line in addition to line-items awarded in the ESUCC Annual Buy Bid.

1.3.1.3.1. Please provide definition of pricing term(s). i.e. Single primary discount rate or multiple discount rates by category."

1.3.1.4 Vendors will pay a 2% administrative fee for items not awarded on the ESUCC-~~2026~~2027 bid and offered through a punch-out catalog. This fee will be assessed on an annual basis in February for the previous year.

1.4 ESUCC - Cooperative Purchasing represents 17 Educational Service Units statewide who in turn service Nebraska school districts with over ~~32830~~,000 students. ESUCC - Cooperative Purchasing is currently in its 5th decade of operation. ESUCC - Cooperative Purchasing is authorized to coordinate purchases for public school districts, nonpublic school systems, other ESUs, and other public agencies, including any county, city, village, school district, or agency of the state government, any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of the State of Nebraska.

2. ESUCC is a member of the following National Cooperative Purchasing organizations.

- 2.1 Association of Educational Purchasing Agencies (AEPA) is a multi-state non-profit organization made up of Educational Service Agencies / political subdivisions organized through a Memorandum of Understanding between all participating states. ESUCC is the Nebraska State agency that manages all AEPA contracts ~~for~~ on behalf of its members.

~~2.2 Sourcewell~~

~~2.2.1 Member Name: ESU Coordinating Council~~

~~2.2.2 Sourcewell Member Number: 128838~~

~~2.3.2~~ This IFB is being conducted to offer the Schools of Nebraska and other ESUCC – Cooperative Purchasing members including participating South Dakota member schools the opportunity to purchase specific products from vendors as specified in the terms and conditions. ESUCC - Cooperative Purchasing reserves the right to award to multiple vendors if it is in the best interest of the ESUCC - Cooperative Purchasing or its ESUs, schools, and other members.

~~2.3.1~~ Vendors will agree to offer their product at a unique price to ESUCC - Cooperative Purchasing and the Educational Service Unit affiliated schools/members statewide including participating South Dakota member schools. Bid award determination will be made, primarily, in regards to merchandise meeting or exceeding specifications at the lowest possible price from vendors with demonstrated ability to service participating Schools, Educational Service Unit's, Community or State Colleges, Municipalities and other members in the state. In other words, the bid will be awarded to the lowest, responsible bidder.

3. Time Lines

- 3.1 Bids must be received on or before IFB Due Date & Time as defined in "Key IFB Dates" with the exception of the Electronics section which will be due on or before IFB Due Date & Time for (100 Electronics Section) as defined in "Key IFB Dates". The bid closing time is 3:00 p.m., Central Standard Time. Be advised that any bid being submitted online at the closing time runs the risk of being disqualified if the bid closes while the bid is being submitted. Bidders should allow ample time to submit bids.
- 3.2 All bids must be submitted electronically using the ESUCC - Cooperative Purchasing sourcing application. Submitting your bid through this application will signify your authorized signature and acceptance of all Bid Terms and Conditions for the ESUCC-~~2026~~2027 bid.
- 3.3 Bids will be opened sequentially by the Cooperative Purchasing Director or designee and audited by the ESUCC sourcing software beginning immediately after the close of the bid or as designated on defined dates in "Key IFB Dates" or as soon as possible thereafter. Bid tabulation requests may be made at the Office of ESUCC - Cooperative Purchasing Director, 412 W. 14th Ave, Holdrege, NE. Bids may also be awarded immediately after unsealing or as defined in "Key IFB Dates", except as otherwise provided in this document. In the event of unanticipated or unforeseen circumstances, the Purchasing Director or designee may, in his or her sole discretion, deviate from the dates and/or times to respond to such circumstances.
- 3.4 Bids for the Electronics section will be opened by the Cooperative Purchasing Director or designee and audited by the ESUCC sourcing software beginning immediately after the close of the bid or as designated on defined dates in "Key IFB Dates" or as soon as possible thereafter. Bid tabulation requests may be made at the Office of ESUCC - Cooperative Purchasing Director, 412 W. 14th Ave, Holdrege, NE. Bids may also be awarded immediately after unsealing or as defined in "Key IFB Dates", except as otherwise provided in this document. In the event of unanticipated or unforeseen circumstances, the Purchasing Director or designee may, in his or her sole discretion, deviate from the dates and/or times to respond to such circumstances.

3.5 Key IFB Dates

3.5.1 Public Announcement of IFB	October 1, 2025 <u>2026</u> 9:00 a.m. CST
3.5.2 Conference Call	October 8 <u>9</u> , 2025 <u>2026</u> 2:00 p.m. CST
3.5.3 Deadline for Questions	November 18, 2025 <u>2026</u> 4:00 p.m., CST
3.5.4 IFB Due Date & Time	December 10 <u>9</u> , 2025 <u>2026</u> 3:00 p.m. CST

(Sections 200, 300, 400, 500, 600, 700, 800, 850,

3.5.5 Deadline for Bid Bonds received	December 109, 2025 <u>2026</u> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.6 Awarding of Bids	December 110-145, 2025 <u>2026</u> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.7 Preliminary Awards & Review Period	December 1 78, 2025 <u>2026</u> – January 1, 2026 <u>2027</u> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.8 IFB Due Date & Time	January 21, 2026 <u>2027</u> 3:00 p.m. CST (100 Electronics Section)
3.5.9 Deadline for Bid Bonds received	January 12, 2026 <u>2027</u> (100 Electronics Section)
3.5.10 Electronics Section Awarded	January 45-56, 2026 <u>2027 (100 Electronics Section)</u>
3.5.11 Vendor Dispute Period	January 65-87, 2026 <u>2027</u> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.12 Awards Finalized	January 812, 2026 <u>2027</u> (Sections 200, 300, 400, 500, 600, 700, 800, 850, 900)
3.5.13 Electronics Dispute/Review Period	January 89-132, 2026 <u>2027</u>
3.5.14 Electronics Awards Finalized	January 14, 2026 <u>2027</u>
3.5.15 Punchout Re-enablement	January 3029, 2026 <u>2027</u>
3.5.16 Paper Buy Catalog Opens	February 2, 2026 <u>2027</u>
3.5.17 Annual Buy Catalog Opens	February 1 89, 2026 <u>2027</u>
3.5.18 Paper Orders sent to vendors	March 1 78, 2026 <u>2027</u>
3.5.19 First Day for 400 Paper delivery	April 1 23, 2026 <u>2027</u>
3.5.20 Paper Buy Admin Fees billed	By April 2 78, 2026 <u>2027</u>
3.5.21 Annual Buy orders sent to Vendors	April 3029, 2026 <u>2027</u>
3.5.22 First Day for Annual Buy delivery	May 2 45, 2026 <u>2027</u> (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.23 Annual Buy Admin Fees billed	By June 4, 2026 <u>2027</u>
3.5.24 Delivery Deadline for 400 Paper	June 1 45, 2026 <u>2027</u>
3.5.25 Late delivery penalty 2% on Paper	June 1 56, 2026 <u>2027</u>
3.5.26 Vendor Notifies ESUCC of Outstanding/Backordered Items	June 2 89, 2026 <u>2027</u>
3.5.27 Earliest Possible payment due date	July 109, 2026 <u>2027</u> (45 Days from First Day for Delivery of Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.28 Paper Admin Fees due to ESUCC	July 1 23, 2026 <u>2027</u>
3.5.29 Delivery Deadline Annual Buy Items	July 2 34, 2026 <u>2027</u> (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.30 Late delivery penalty 2%	July 2 67, 2026 <u>2027</u> (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.31 Deadline to pay Admin Fees	August 13, 2026 <u>2027</u>
3.5.32 Late delivery penalty 4%	August 27, 2026 <u>2027</u> (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.33 Vendor Bid bonds returned	September 1, 2026 <u>2027</u>
3.5.34 Late delivery penalty 6%	September 27, 2026 <u>2027</u> (Sections 100, 200, 300, 500, 600, 700, 800, 850, 900)
3.5.35 Overages picked up by Vendors	October 1, 2026 <u>2027</u>

4. Questions

- 4.1 The Bidder is responsible for asking any questions or obtaining any clarification regarding this solicitation or proposal prior to submission. Any inquiries should be directed to the Coop Purchasing Director at coop@esucc.org, in writing (email only) or through ESUCC's sourcing application Ion Wave to be received no later than date defined in the "Key IFB Dates".

5. Bidder Qualifications

- 5.1 All bidders that are awarded individual item contracts by ESUCC - Cooperative Purchasing, must comply and conform to all applicable Nebraska and Federal laws, regulations, standards, orders, or requirements including but not limited to the following:
- 5.1.1 Equal Employment Opportunity: The Bidder must comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), as well as all other state and federal nondiscrimination laws and regulations, as may be updated from time to time.[CP1]
- 5.1.2 Copeland "Anti-Kickback" Act: The Bidder must comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- 5.1.3 Lobbying: The Bidder agrees and understands that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that Bidders that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- 5.1.4 Contract Work Hours and Safety Standards Act: The Bidder agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- 5.1.5 Davis-Bacon: The Bidder agrees to follow the requirements of the Davis-Bacon Act, 40 U.S.C. § 3143, if the Bidder receives a "covered contract" under the Davis-Bacon Act.
- 5.1.6 Patent Rights: The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- 5.1.7 Copyrights and Right in Data: The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- 5.1.8 Access to Documents: The Parties and their grantees, the USDOE or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of the Bidder which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- 5.1.9 Energy Policy and Conservation Act: The parties must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 5.1.10 Clean Air and Federal Water Pollution Control Acts: The parties must comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- 5.1.11 USDA Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- 5.1.12 Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- 5.1.13 To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA

office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- 5.1.13.1 Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- 5.1.13.2 Fax: (202) 690-7442; or
- 5.1.13.3 Email: program.intake@usda.gov.
- 5.1.14 Buy American: To the maximum extent practicable, the Bidder will purchase domestic commodities or products produced in the United States or processed substantially using commodities produced in the United States
- 5.1.15 Minority Business Owners: ESUCC will contract with minority-owned businesses, women's business enterprises, and labor surplus firms when possible. Steps to ensure compliance with this provision will include:
 - 5.1.15.1 Qualified small, minority, and women's businesses on solicitation lists so that when such businesses are potential vendors, they are included in ESUCC solicitations.
 - 5.1.15.2 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation for such businesses.
 - 5.1.15.3 Establishing delivery schedules, where requirement permits, which encourage such enterprises
 - 5.1.15.4 Use services of Small Business Administration, Minority Development Agency, or similar state agency to maximize participation.
 - 5.1.15.5 Require vendor, if subcontracts are to be let, to follow the above steps
- 5.1.16 Debarment and Suspension: The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the government-wide Excluded Parties List System in the [System for Award Management \(SAM\)](#). The Bidder, by signature to this IFB, certifies that neither the Bidder nor its key employees are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Bidder also agrees to include the above requirements in any and all sub-contracts into which it enters. The Bidder must immediately notify the ESUCC if, during the term of this contract, Bidder becomes debarred. The ESUCC may immediately terminate consideration of the Bidder by providing Bidder written notice if Bidder becomes debarred during the term of the potential contract.
- 5.1.17 State Letting Law - Neb. Rev. Stat. § 73-101 et seq. Vendors awarded a contract for a public work must file with ESUCC - Cooperative Purchasing a statement as required by Neb. Rev. Stat. § 73-102. The statement must indicate that the bidder is complying with and will continue to comply with fair labor standards in the pursuit of its business and in the execution of the contract upon which it is bidding. Failure to provide such a statement may result in the bid being disqualified. As used herein, "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the companies in the same business or field of endeavor as the bidder. If the requirements of this provision would increase the cost to the cooperative of merchandise, materials, supplies or services, this provision must not be a requirement for bidding. Written Notification required from bidders opting out of this requirement due to increased costs to be received prior to bid close.
- 5.1.18 Conflict of Interest - By submitting a proposal, Bidder certifies that there does not now exist any relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Invitation for Bid. The Bidder certifies that it will not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest. The Bidder certifies that it will not employ any individual known by Bidder to have a conflict of interest.
- 5.1.19 Personnel Recruitment Prohibition - The Bidder must not, at any time, recruit or employ any employee or agent who has worked on the Request for Qualification or project, or who had any influence on decisions affecting the Invitation for Bid or project.
- 5.1.20 Nondiscrimination Laws: By submitting a bid, the Bidder agrees that it and its subcontractors, if any, must not discriminate against any employee or applicant who is to be employed for performance of any bid award

with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, national origin, or other protected status.

- 5.1.21 Federal Immigration Verification: The Bidder agrees that it must 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 as the result of any bid award. If the Bidder employs or contracts with any subcontractor in connection with any bid award, the Bidder must 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 as a result of the bid award.
- 5.1.22 Debarment Requirements: Submission of a bid is certification that the vendor and any subcontractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting proposals to any State or Federal department or agency or any political subdivision of the State of Nebraska.
- 5.1.23 Public Records: The Bidder acknowledges that ESUCC must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include vendor's bid documents and all records created and maintained in relation to it. By submitting this bid, Bidder agrees and acknowledges that any materials submitted in the bid, and any subsequent documents received by the ESUCC, may be disclosed in response to a public records request.
- 5.1.24 The submission of the offer did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- 5.1.25 Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- 5.1.26 Neither Bidder, nor any officer, director, partner, member or associate of Bidder, nor any of its employees directly involved in obtaining contracts with the State of Nebraska, ESUCC, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985
- 5.1.27 Reporting Notice - The parties must adhere to the United States Department of Education, and any other federal agency's requirements and regulations that pertain to reporting. This includes, but is not limited to, 34 CFR Part 80.
- 5.1.28 Record Retention - The parties must retain all required records for at least three (3) years after the purchasing party makes final payment and all other pending matters are closed.
- 5.1.29 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."

6. Bid Submission

- 6.1 All bids must be submitted electronically through the [ESUCC - Cooperative Purchasing's hosted sourcing application service at https://esucc.ionwave.net/ via the Internet](https://esucc.ionwave.net/). Submitting your bid through this application will signify your authorized signature and acceptance of all Bid Terms and Conditions for the ESUCC-~~2026~~2027 bid. Submitting a bid via hard copy will render the bid non-responsive and therefore disqualified. All vendors will be able to access the bid from the system as long as you have pre-registered with ESUCC Cooperative Purchasing.

6.2 Special Notes:

- 6.2.1 Orders will be submitted directly from Nebraska Schools, ESUs, or other member agencies [including participating South Dakota member schools](#) through ESUCC's marketplace hosted with Euna [Procurement Marketplace](#) formerly known as Equal Level. Orders may be submitted by School District, Building, College Campus(s), or other Agencies. Vendors may receive multiple purchase orders from School Districts/Members and multiple ship to locations per School District/Campus/Members. A list of the previous year's ship to locations will be provided as an attachment to the bid for bidder reference. Additional locations may be added without notifying winning bidder. Please plan accordingly.

- 6.2.2 Special Notes for cut paper (400 section): Vendors may begin delivery of paper on the date for “First Day for 400 Paper delivery” defined in the “Key IFB Dates”.
- 6.2.3 Late deliveries will be subject to late delivery penalties (2% per month). Payment terms are Net 45 days upon completion of entire PO.
- 6.2.4 All bids must be prepared on a prepaid, FOB Destination Tailgate basis. No payments for transportation charges, of any kind, will be allowed, unless otherwise specified.
- 6.2.5 Vendors must identify all miscellaneous packaging with labels or markings on the boxes. ESUCC affiliated Schools and members will not be responsible for erroneous reporting of shortages due to unidentified miscellaneous packaging.
- 6.2.6 Vendors must deliver ordered quantities ONLY. Bidders are responsible for picking-up all overages by date defined in the “Key IFB Dates” section. All overages not picked-up by this date will be retained at no cost by ESUCC or its affiliate members.
- 6.2.7 Vendors must deliver all required cables, straps, and accessories with the respective product. Do not ship accessories on separate delivery dates or packaged with unrelated items.

7. Type of Contract: ANNUAL BUY

7.1 The Annual Buy bid provides the vendor the opportunity to bid in (10) ten product categories:

- 7.1.1 Electronics and Supplies
- 7.1.2 General Supplies
- 7.1.3 Furniture
- 7.1.4 Copier Paper
- 7.1.5 Maintenance-Shop Supplies
- 7.1.6 Health and Safety Supplies
- 7.1.7 Athletic Equipment and Supplies
- 7.1.8 Hot Lunch Equipment and Supplies
- 7.1.9 Science Equipment and Supplies
- 7.1.10 Art Equipment and Supplies

7.2 Bidders may bid on any or all of the categories listed.

7.3 All “Annual Buy” individual item contracts are awarded for FOB Destination tailgate delivery to school districts and members in Nebraska including participating South Dakota member schools or as designated by the Ship to address on each order (unless an optional delivery method is selected for the 400 Copier Paper). All orders will be submitted electronically to the awarded vendor, after order aggregation is complete from the member school district and other members or any of its designated staff or for aggregated orders by the designated date. All orders will be submitted electronically to the awarded vendor by date defined in the “Key IFB Dates” section. Any vendor that can receive purchase orders via cXML data will be assisted to accommodate this process by ESUCC - Cooperative Purchasing and Euna Procurement Marketplace formerly known as Equal Level. Awarded parties unable to receive cXML data will receive orders via email at an email account designated by the awarded vendor by replying to the Attribute “Order Delivery Contact Email”.

8. Bid Bond Requirement

The undersigned bidder hereby agrees to submit a **bid bond**, on or before the “Bid Submittal Deadline”, from a reputable surety company in the amount of \$2,500.00 or a bid bond in the form of cash, certified check, or money order, in the amount of \$2,500.00. Upon awarding the bids the amount of the bid bond, if cash, certified check, or money order, will be returned to said bidder once all product is received. The bid bond must be conditioned upon honoring said bid if awarded to said bidder and must be in favor of ESU Coordinating Council.

Bid Bonds should be mailed to:
ESU Coordinating Council
Attn: Jenny Ciano
6949 South 110th Street
LaVista, NE 68128

9. Terms and Conditions

The submission of bids to ESUCC - Cooperative Purchasing must be the consideration for this agreement. The undersigned bidder hereby agrees to honor bid prices regardless of quantities and said bidder agrees that guaranteed quantities are not a condition of this bid. The undersigned upon the execution of this document hereby agrees to the Terms and Conditions of this bid and ESUCC - Cooperative Purchasing agrees to accept such bids under the following conditions.

9.1 Delivery

9.1.1 All items bid upon are for FOB Destination Tailgate delivery to participating school districts or individual school buildings of the Nebraska ESU's or any entity by statute ESU's/ESUCC may serve. Winning bidders, in compliance with bid bond requirements, may begin deliveries no earlier than "First Day for Delivery" defined in the "Key IFB Dates."

9.1.2 Vendor must notify the respective "ship to" destination 48 hours in advance of delivery to schedule and insure a delivery time. Failure to schedule a delivery appointment with 48-hour lead-time may result in refusal to receive shipment until appropriate arrangements can be made. ESUCC - Cooperative Purchasing, Schools, or members and its receiving locations will not be responsible for any costs incurred for winning bidder's or their designated shipper's failure to make delivery appointments.

9.2 Package/Lot Bids

9.2.1 When a Package/Lot BID is requested, a respondent is expected to bid each and every item within the Package/Lot, and the award will be made based upon the "Total Package Bid" calculation for the stipulated Package. The calculation for "PACKAGE BIDS" will be evaluated on a weighted average basis based on the previous year's sales volume. Each bidder will be responsible for the accuracy of each "Total Bid Package". If the package bid for the current year does not have previous year sales volumes to compare then the package will be awarded based on the low bid of the entire package.

9.2.2 In the event that not all items within a Package/Lot can be sourced by the respondent, ESUCC - Cooperative Purchasing reserves the right to omit items from the calculation in the event that the removal from the package/ lot is in the best interest of the previous year's order quantities and the pricing calculation.

~~9.2.3 To ensure the highest quality of service and products to the ESUCC Members, any Package/Lot bids submitted by a vendor who was awarded a bid from the previous year that received more than ten (10) complaints about issues or delivery in the previous year may be disqualified for this year's award. The ESUCC has the full discretion and final determination of whether a vendor will be disqualified under this Paragraph.~~

9.3 Quantities

9.3.1 ESUCC - Cooperative Purchasing is hereby not stipulating estimated quantities of merchandise for bidding. There is no guarantee that quantities will be greater or smaller than those purchased in prior years. Bidders submitting responses with stipulations, conditions on quantities or awarded dollar amounts by line-item, category, or total order will be disqualified from consideration for award. The undersigned bidder hereby agrees to honor bid prices and shipments regardless of quantities or dollar volume actually determined following bid awards, and said bidder hereby agrees that guaranteed purchase order quantities or dollar amounts are not a condition of this bid.

9.4 Bid Award Determination

9.4.1 The ESUCC - Cooperative Purchasing Awards Committee may award contracts to the lowest responsible bidders, as determined by the Awards Committee in its sole discretion. In the event of a tie the award will be determined by a public coin flip, to establish the winner unless one of the involved bidders has been designated a Nebraska resident bidder (Corporate office address, not Sales Representative office address) in which event said bidder will be automatically declared the winner. The Committee, however, reserves the right to award an additional selection whenever a substantial brand-name preference has been indicated by the participating schools and when it is determined that said brand-name bid is competitive in price. The undersigned bidder hereby agrees to these bidding conditions by submitting this signed document on or before the Bid Closing date as specified below.

9.4.2 Notwithstanding anything to the contrary in Paragraph 9.4.1, the ESUCC - Cooperative Purchasing reserves the right to reject any or all bids in whole or in part; to waive any formalities or irregularities in any bids, and to accept the bids, which in its discretion, may be for the best interest of ESUCC - Cooperative Purchasing.

9.4.3 Preliminary awards will be available during the “Vendor Review Period of Awards” defined in “Key IFB Dates”. Vendors will have until the end of the “Vendor Review Period” to review awards. Please note that during portions of this review period the offices of ESUCC - Cooperative Purchasing will be closed. Vendors may formally dispute awards, in writing, to ESUCC - Cooperative Purchasing during the “Vendor Dispute Period” defined in “Key IFB Dates”. Disputes will be reviewed and vendors will be notified of decisions. Final Bid Awards will be available as defined in “Key IFB Dates”.

9.4.4 All products submitted for bid must be from established brands with a publicly accessible digital presence. For the purposes of this agreement, a "Private Brand" or "White-Label" product is defined as any item manufactured by one company for sale under another company's brand name.

9.4.5 A product may be rejected if a search of the Brand Name and Model Number fails to produce:

9.4.6 An official Manufacturer’s Website or dedicated product landing page.

9.4.7 Publicly available Technical Specification Sheets or User Manuals.

9.4.8 Independent Safety Data Sheets (SDS) or industry certifications (e.g., UL, ANSI, ASTM) where applicable.

9.5 Warranties and Specifications

9.5.1 The Company receiving the award will be responsible for providing the manufacturer's standard warranty or other in-state warranty service facility to the schools, educational service units, and other members.

9.5.2 Every item bid will include all attachments normally supplied with the machine by the manufacturer or vendor and none must be omitted when shipped.

9.5.3 Complete product specification sheets or brochures must be submitted when requested and can be submitted electronically through the [ESUCC sourcing application](#) per Response Attachments. Failure to provide said specification sheets could disqualify the bid. All product specifications must be submitted on or before the Bid Closing date and must be clearly identified with the vendor’s name and the ESUCC - Cooperative Purchasing Item Number.

9.6 Product Safety Information

9.6.1 Bidders are responsible to ensure that all equipment meets applicable safety codes and that all electrical equipment bids will be Underwriters Laboratory Certified. The awarded vendor must, upon request, provide data that substantiates that the items bid are not hazardous or toxic in the manufactured condition as to asbestos content. etc. The vendor further agrees to provide proper Safety Data Sheets (SDS), as required by law, with products upon delivery.

9.7 Service Manuals and Product Nomenclature

9.7.1 Operator’s manuals should be supplied for all items when shipped. The vendor agrees to make service manuals available, at a reasonable cost, to Schools, Educational Service Units and members upon request.

9.7.2 The ASA code or other lamp nomenclature must be specified by the vendor for each type of projection equipment to facilitate projection lamp stocking at all schools and Educational Service Unit’s repair facilities.

9.8 “Equivalent to” Item Specifications

9.8.1 When an item specification lists “Equivalent to”, bidders may submit a single “equivalent to” item. However, each bidder is restricted to one item submitted per item number unless the ESUCC - Cooperative Purchasing staff provide the ability of offering an alternate through the sourcing application. Multiple submissions on a single line-item will not be considered and will automatically disqualify that bidder from all award consideration for that item number if an alternate hasn’t been enabled through the sourcing application.

9.8.2 ESUCC - Cooperative Purchasing recommends that vendors submit requests for “alternative brand name approval” in the “annual bid specification review period” scheduled in August and September of each year.

- 9.8.3 Whenever the word "ONLY" follows the specific brand, model name or number, equivalents will not be accepted and should not be submitted.

9.9 Samples

- 9.9.1 Samples, when required, must be submitted within the time specified at the bidder's expense. Whenever the notation "SAMPLE REQUIRED" is made, a sample must be submitted for the bid to be considered. Each sample and specification sheet must be provided on or before the bid closing date. Each sample and specification sheet must be labeled with the name of the vendor/manufacturer submitting the sample for consideration and the ESUCC - Cooperative Purchasing item number. If not consumed by testing, samples will be returned upon written request only at the expense of the bidder. All samples will become the property of ESUCC - Cooperative Purchasing if a written "Return Request" is not submitted with the sample. Samples and specification sheets not properly labeled may not be considered in the bid award.
- 9.9.2 Previous year awards will not be used to determine current year awards. A sample must be submitted for all specifications that indicate "Sample Required" and current "specification sheet" must be submitted when indicated. Failure of a bidder to do so may result in disqualification for that item.

9.10 Payment Terms

- 9.10.1 Payments will be made to vendors directly from Schools, Educational Service Units, and members. All payment terms are Net 45 based on product received date by members. The first possible day of delivery is defined in "Key IFB Dates", and, the earliest payment due date is also defined in "Key IFB Dates". All Purchase Orders must be delivered and verified 100% complete and accurate before they will be considered payable. Any product not received by "Delivery Deadline for Items" as defined in "Key IFB Dates" will be subject to late shipment penalties and should be adjusted on the member invoices accordingly.
- 9.10.2 A "late delivery" penalty fee of 2% must be deducted from a member's final invoice for deliveries made after "Delivery Deadline for Items" and "Delivery Deadline for Paper". An additional 2% per month "late delivery" penalty fee will be assessed for deliveries made for any part of each month on the total dollar amount of all undelivered merchandise. Members must communicate in writing non-receipt of product(s) to vendors at a minimum of one week prior to the delivery deadline or if the deadline has passed the vendor will have 14 days to deliver product without penalty after receiving communication of non-delivery of items from member.
- 9.10.3 A bidder is in default for any merchandise not delivered by end of day for "Delivery Deadline for Items" and "Delivery Deadline for Paper" as defined in "Key IFB Dates" and any ESUCC - Cooperative Purchasing member may, at their option, purchase the merchandise elsewhere on such terms and at such prices as available or cancel the item. Upon default by a bidder, the bidder and the surety named in the bid bond will then become liable to ESUCC - Cooperative Purchasing for the difference of the total amount between the total cost of the replacement merchandise and the total bid of the undelivered merchandise, and any additional administrative costs and expenses of ESUCC - Cooperative Purchasing or members.

9.11 Lost and Damaged Merchandise

- 9.11.1 The awarded vendor must accept full responsibility and pay for return shipping charges on any item received by a school, Educational Service Unit, or member that is found to be deficient in quality, defective in packaging, fails to meet specifications or is an unauthorized substitution so as to render the item unsuitable for its intended purpose.

9.12 Discontinued Items/Model Changes/Cancellations

- 9.12.1 Bidders are responsible for bidding items and model numbers that are current. Winning bidders are responsible for notifying, in writing ESUCC - Cooperative Purchasing, of any model changes prior to shipment of product, addressed to coop@esucc.org. These written notifications are subject to approval from ESUCC - Cooperative Purchasing. Items delivered prior to any notification of changes are subject to rejection at receiving without prior notice.
- 9.12.2 Discontinued items bidders will be required to submit a letter from the Manufacturer (Producer, Creator, Maker, etc.), Wholesaler or produce an original email showing all communications about discontinued item. Email must show Subject, From, To and Date headers to be an accepted form of communication. A message cut and pasted into another email will not be acceptable.

9.12.3 By bidding an item, the bidder is accepting responsibility for delivering that item if awarded. Bidders will be responsible for finding an acceptable replacement of equal or greater quality for all discontinued or cancelled items. Failure to provide a suitable replacement will result in ESUCC - Cooperative Purchasing deducting the cost of having to secure acceptable replacements from winning bidders bid bond.

9.13 Late Shipments

9.13.1 Vendor is responsible to notify, in writing, ESUCC - Cooperative Purchasing coop@esucc.org of any late or delayed shipments as soon as the vendor is aware of this information. On date noted in "Key IFB Dates", vendors must submit to ESUCC - Cooperative Purchasing a complete list of all items that have yet to be shipped and an estimate, by line-item and delivery location, of expected delivery dates.

9.13.2 ESUCC - Cooperative Purchasing and its affiliates reserve the right to cancel the whole or any part of this agreement due to failure by the vendor to carry out any obligation, term or condition of the agreement.

9.13.3 ESUCC - Cooperative Purchasing will issue written notice to the vendor for acting or failing to act in any of the following:

- 9.13.3.1 The vendor provides material that does not meet the specifications of the agreement;
- 9.13.3.2 The vendor fails to adequately perform the services set forth in the specifications of the agreement.
- 9.13.3.3 The vendor fails to observe any of the terms and conditions of the agreement.
- 9.13.3.4 The vendor fails to follow the established procedure for purchase orders, invoices, and receipt of funds as stipulated by ESUCC - Cooperative Purchasing.

9.13.4 ESUCC - Cooperative Purchasing reserves the right to cancel, or suspend the use thereof, any agreement resulting from this IFB if the vendor files bankruptcy protection, or is acquired by an independent third party. Upon receipt of the written notice, the vendor will have ten (10) business days to provide a satisfactory response to ESUCC - Cooperative Purchasing. Failure on the part of the vendor to address adequately all issues of concern may result in cancellation of the agreement.

9.14 Inspections and Acceptance

9.14.1 Inspection and acceptance will be at the member delivery destination unless specified otherwise, and will be made at the ship to address by a duly authorized representative. Until delivery and acceptance, and after any rejection, risk of loss will be the vendors unless loss results from negligence by the receiver.

9.15 Electronic Procurement System

9.15.1 ESUCC - Cooperative Purchasing and its members will issue orders for supplies, equipment and services utilizing an electronic procurement system.

9.16 General Information

9.16.1 Sales Summary Reports will be provided reflecting a vendor's total catalog sales upon request only.

9.17 Multiple Awards

9.17.1 In order to assure that any bid award will allow ESUCC - Cooperative Purchasing to fulfill current and future requirements, ESUCC - Cooperative Purchasing reserves the right to award bids to multiple vendors. The actual use of any bid award will be at the sole discretion of ESUCC - Cooperative Purchasing affiliated schools, ESU's or members. Each vendor should take into account the fact that ESUCC - Cooperative Purchasing may consider multiple awards. It is at the discretion of ESUCC - Cooperative Purchasing to make multiple bid awards, to award only one bid, or to make no awards.

9.18 Governing Law

9.18.1 This IFB, any resulting contracts, and the vendor's performance will be governed by and construed in accordance with the laws of the State of Nebraska.

9.19 Publicity

9.19.1 ESUCC does not endorse the goods or services of the vendors. Except for listing ESUCC as a client during the term of any award or related contract, news releases or other publicity concerning the award or contract must not be made by the vendor without the prior written approval of ESUCC.

9.20 Disqualification of Bidders

9.20.1 Vendors may be disqualified and their proposals disregarded for reasons which include but are not limited to the following:

9.20.1.1 ESUCC Cooperative Purchasing has reason to believe that vendors have engaged in collusion.

9.20.1.2 The vendor has indicated possible litigation against the ESUCC, the Cooperative, or any of its ESUs or their member school districts.

9.20.1.3 The vendor is in arrears on any existing contract or has defaulted on a previous contract.

9.20.1.4 The vendor has uncompleted work which, in the judgment of the ESUCC, will prevent or hinder its ability to complete this project, if it were awarded to the Vendor.

9.20.1.4.9.20.1.5 To ensure the highest quality of service and products to the ESUCC Members, any Package/Lot bids submitted by a vendor who was awarded a bid from the previous year that received more than ten (10) complaints about issues or delivery in the previous year may be disqualified for this year's award. The ESUCC has the full discretion and final determination of whether a vendor will be disqualified under this Paragraph.

9.21 Non-Responsive Bids

9.21.1 A vendor that fails to respond to any request for information may be deemed non-responsive and its bid may not be considered for the award.

9.22 Electronic Bid Protocol

9.22.1 All bids and modifications thereof, will not be viewable until the day and time indicated in the bid. A "Close Date & Time" time will be displayed for all types of bids. No bid can be received or modified after the "Bid Close Date & Time" designated for whatever reason.

9.22.2 Because of the availability of electronic bidding, ESUCC - Cooperative Purchasing reserves the right to postpone the electronic Bid Closing due to electrical or communication problems on our end or with a hosted server, due to accidents or acts of God. Bidders must mail or electronically submit information as requested by ESUCC - Cooperative Purchasing either through USPS, FedEx, UPS, other courier services or through the ESUCC sourcing application. A Digital signature is required to validate the bid. By submitting your response, you certify that you are authorized to represent and bind your company. Neglecting to provide the information requested on the "Response Submission" tab of each bid constitutes a Digital Signature and will result in disqualification of the bid.

9.23 Piggyback Clause.

9.23.1 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 that has executed an interlocal agreement with ESUCC.

10. Indemnification

10.1 Bidder agrees to indemnify, defend, and hold harmless the ESUCC and its member agencies against any and all claims, suits, or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Bidder's violation of the rights of others or by reason of a breach of any of the foregoing warranties.

10.2 Bidder represents and warrants that the contents of this response to Invitation for Bid and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any

other party. Bidder represents and warrants that they have full power and authority to execute this Copyright Release and to grant the ESUCC and its member agencies the right granted herein.[CP2][CP3]

11. Tariffs

- 11.1 In the event of significant delay or price increase of materials or goods occurring during the performance of the contract due to a tariff that goes into effect after the execution of this contract, the contract price/sum, time of performance, or contract requirements must 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 and the date of catalog publishing February 1, ~~2026~~2027. 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. 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, bid award or re-award the item to the next low bid.

Sign: _____

Larianne Polk

Chief Executive Officer

Terms and Conditions reviewed on: ~~August 26, 2025~~ (Legal), ~~September 12, 2025~~ (Board) _____

Thomas M. Haase
James B. Gessford
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann
R. J. Shortridge*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight
Charles Kaplan
Haleigh B. Carlson
Sara J. Tonjes
Kendall G. Oberheide
Rebecca D. Stading



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

*Also admitted in Iowa
** Also admitted in Kansas

Ernest B. Perry (1876-1962)
Arthur E. Perry (1910-1982)
R.R. Perry (1917-1999)
Edwin C. Perry (1931-2012)

To: Dr. Larianne Polk, Chief Executive Officer, ESUCC
From: Justin Knight, Perry Law Firm
Date: May 21, 2026
RE: Annual ESUCC Policy Updates

Based on the 2026 legislative session, we recommend the following updates to the ESUCC's Policies:

1. **Policy 1014 ("Meetings"):** LB 596 amends the Open Meetings Act's notice requirements. Previously, notices of ESUCC Board meetings were required to be published in a newspaper, with several exceptions. Now, notices of regular meetings only need to be published four times per year. The ESUCC can still publish monthly newspaper notices but is no longer required to do so every month.
2. **Policy 3030 ("Records Management and Disposition"):** LB 596 updated references in the record retention laws to better reflect current technology and electronic storage capabilities. Policy 3030 has been updated and streamlined to reflect these changes.

As always, please let us know if you have any questions or concerns.

1014. Meetings

Board Meetings

ESUCC Board Meetings will be held and conducted in accordance with the Nebraska Open Meetings Act.

Types of Meetings

Regular Meetings, Special Meetings, Workshops, and Retreats: The Board shall generally hold its regular meetings as adopted in its annual schedule of meetings. Other meetings (including special meetings, workshops, and retreats) of at least a quorum of the Board will follow the same notice and Open Meetings Act requirements as regular meetings. The President, CEO, or at least 9 Members of the Board may call for a special meeting. The President or CEO may call for workshops and/or retreats, when deemed appropriate.

Emergency Meetings: Emergency meetings may be called by the President or CEO, and as provided by law.

Notice of Meetings

The Board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all Members and to the public. Notice of regular and special meetings shall be ~~published in a newspaper of general circulation within the area of the ESUCC and, if available, on the newspaper's website. In case of refusal, neglect, or inability of a newspaper to timely publish the notice of a meeting, the Chief Executive Officer may (1) post such notice on the ESUCC's website and (2) post such notice in a conspicuous public place in the ESUCC's jurisdiction. The ESUCC shall keep a written record of such posting. 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.~~ given by a method designated by the Board at the Board's organizational meeting each January, or as otherwise determined by the Board. The designated method will be recorded in the Board's meeting minutes. In addition, at least four times per calendar year, the Board will publish in a newspaper of general circulation the following information: (1) the regular meeting schedule, (2) the location of regular board meetings, and (3) the method of advanced notice designated by the Board. Notwithstanding the foregoing, the Board reserves the right to change the regular meeting schedule or location if circumstances require such a change. Newspapers of general circulation shall be those that serve more than one county. Any such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the ESUCC during normal business hours.

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 of the meeting, and that any formal action taken in such meeting shall pertain only to the emergency. 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 no later than the end of the next regular business day.

Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for Board Members

or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the President or Chief Executive Officer. The Board will communicate the delay to members of the public by posting notice on the ESUCC's website. When possible, the Chief Executive Officer will communicate the information to local media members to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised in accordance with the Board's regular notice provisions.

Minutes

The Secretary or designee will keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice and the substance of all matters discussed.

Any action taken on any question or motion duly moved and seconded shall be by roll call vote, either orally or via electronically, of the Board in open session, and the minutes shall reflect how each member voted, or if the member was absent or not voting.

The minutes of all meetings shall be a public record and will be published on the ESUCC's website.

Committees

Committee Meetings will only be subject to the requirements of this policy if a quorum of the Board members attend the Committee Meeting, or if the Committee holds hearings, makes policy or takes formal action on behalf of the ESUCC Board.

Legal Reference:	Neb. Rev. Stat. § 84-1409, et seq.
Date of Adoption:	November 20, 2024
Date(s) of Revision:	September 16, 2026
Date(s) of Review:	January 16, 2026

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From: Justin Knight, Perry Law Firm
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2. **Policy 3030 ("Records Management and Disposition"):** LB 596 updated references in the record retention laws to better reflect current technology and electronic storage capabilities. Policy 3030 has been updated and streamlined to reflect these changes.

As always, please let us know if you have any questions or concerns.

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 Records, Messages, and Data. ESUCC records may be created, stored, and maintained in paper or electronic format. Electronic records may include, but are not limited to, (a) email or other electronic communications; (b) digital documents and databases; (c) audio and video recordings; and (d) cloud-based and third-party hosted data. Electronic communications, documentation, and data are ESUCC records when they relate to ESUCC business and will be retained in accordance with the applicable record retention schedules. Due to system storage limitations, certain categories of electronic data (such as surveillance video or system logs) may be retained for shorter periods than other records, unless required to be preserved by law or otherwise determined by the Chief Executive Officer or designee. The ESUCC will implement reasonable measures to ensure that electronic records remain accessible, retrievable, and secure for the duration of their required retention period. Employees are responsible for retaining records within their control when they are aware, or reasonably should be aware, that such records may be subject to a records request, audit, investigation, or possible litigation. ~~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.~~
- ~~e. *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: Schedule 24: Local Agencies General Records (March 2005) Electronic Imaging Guidelines (March 2003)
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Date of Adoption:	October 17, 2025
Date(s) of Revision:	September 16, 2026



402-597-4843

6949 S. 110th Street
La Vista, NE 68128



402-387-1245

1292 E. 4th Street
Ainsworth, NE 69210

esucc.org

Legislative Priorities for the 110th Legislature 2027-2029

The following list identifies the primary areas of focus for legislative engagement and advocacy during the 110th Legislative Sessions. They are intended to provide direction to the ESUCC CEO and Bromm & Associates in reviewing legislation, participating in stakeholder discussions, and engaging in related advocacy activities.

1. **Staff Development and Professional Learning** §79-1204(3)(a)(i)

Support policies and investments that strengthen access to high-quality professional learning and help ESUs fulfill their statutory role in supporting educators and school districts.

Areas of emphasis include:

- **Literacy**
 - Preserve and expand access to evidence-based literacy professional learning.
 - Support continued Regional Literacy Coach services for school districts.
- **Instructional content support**
 - Support training and professional learning that strengthen educator capacity to implement effective instructional practices and resources.

2. **Technology, Distance Learning, Cybersecurity, and Artificial Intelligence** §79-1204(3)(a)(ii)

Support policies and investments that strengthen Nebraska's educational technology infrastructure, expand access to educational opportunities, and help schools and ESUs respond to emerging technology needs.

Areas of emphasis include:

- **Distance Learning**
 - Preserve funding for incentives to school districts and ESUs for the sending and receiving of synchronous distance learning courses.
 - Preserve statewide coordination and cataloging of distance learning opportunities.
- **Cybersecurity** – Statewide K–12 cybersecurity legislation.
 - Support coordinated statewide K-12 cybersecurity efforts.
 - Secure sustainable funding for statewide coordination and support.
 - Support funding for cybersecurity assessments, products, and services.
- **Artificial Intelligence**
 - Support coordinated statewide K–12 training, implementation support, and policy development related to artificial intelligence.
 - Promote responsible and effective use of AI in schools and ESUs.

These priorities provide a framework for ESUCC legislative advocacy and are not intended to be an exhaustive list of issues on which ESUCC may engage during or in preparation for the legislative session.



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3. **Instructional Materials** §79-1204(3)(a)(iii)

Support policies and resources that allow ESUs to assist school districts in accessing and effectively using high-quality instructional materials.

Areas of emphasis include:

- Support access to, and implementation of, **high-quality instructional materials**.
- Preserve the **Nonpublic Textbook Loan Program**.

4. **Sustainable and Predictable Funding**

Appropriate for predictable and adequate state investment in Nebraska's ESU network and the statewide services coordinated through ESUs and ESUCC. §79-1241.01

Areas of emphasis include:

- Support funding consistent with the Legislature's **statutory intent** for ESU core services.
- **Protect Core Services** funding for ESUs.
- Preserve **funding for distance learning** incentives and statewide coordination.
- Support **sustainable funding** for statewide programs and services assigned to or coordinated through ESUs and ESUCC.
- Preserve ESU levy authority.
- Support and protect **local control**.

5. **Student Services and Student Well-Being**

Support policies and investment that strengthen the capacity of schools and ESUs to address student behavioral, mental health, safety, and specialized service needs.

Areas of emphasis include:

- Support **Behavioral Intervention and Teacher Support** initiatives.
- Support sustainable **funding for student mental health services** and supports.
- Preserve appropriate **special education reimbursement** rates.
- Support **school safety** efforts that provide practical assistance and resources to schools.

6. **Teacher Recruitment and Retention**

Support strategies that help Nebraska attract, prepare, develop, and retain highly qualified educators for K–12 school districts and Educational Service Units.

Areas of emphasis include:

- Support **educator loan forgiveness** or loan repayment initiatives.
- Ensure recruitment and retention initiatives **include certificated staff** employed by Educational Service Units, not only school district employees.
- Support strategies that **strengthen educator recruitment and retention** across Nebraska.

These priorities provide a framework for ESUCC legislative advocacy and are not intended to be an exhaustive list of issues on which ESUCC may engage during or in preparation for the legislative session.

Policy ____ - Travel and Meal Reimbursement

The Board recognizes that employees and officials may incur reasonable and necessary expenses while traveling or attending conferences, workshops, training programs, meetings, or other activities on behalf of the ESU. The ESU will pay or reimburse authorized travel expenses in accordance with this Policy and state law.

1. Authorized Travel. Travel and attendance at conferences, workshops, training programs, meetings, and other activities for which ESU funds will be expended must be authorized in advance by the Administrator or the Administrator's designee. Travel by the Administrator shall be authorized in accordance with procedures established by the Board.
2. Meal Per Diem. An employee or official authorized to travel on ESU business may receive a per diem allowance for meals and incidental expenses, rather than reimbursement based upon the individual's actual meal expenses. The per diem allowance shall not exceed the applicable federal meals and incidental expenses rate established for the travel destination by the United States General Services Administration. The Administrator or designee may establish a uniform percentage of the applicable federal rate that is less than one hundred percent (100%). Meal receipts are not required when reimbursement is made through the per diem allowance. An individual receiving a per diem must nevertheless submit documentation identifying the dates of travel, travel destination, business purpose, and such other information as may be required by the Administrator or Board Policy.
3. Meals Provided or Included in Registration. The per diem allowance shall be reduced for any meal furnished to the traveler without additional charge, including meals included as part of conference or meeting registration, lodging, training, or another ESU-paid expense. The amount deducted for a meal provided shall be based upon the applicable federal allocation for breakfast, lunch, or dinner. A complimentary meal provided by a hotel or other lodging establishment need not be deducted when the Administrator or designee determines that the meal does not reasonably satisfy the traveler's needs because of the timing, nature, or availability of the meal. Travelers are responsible for accurately identifying meals that were provided or otherwise included in an ESU-paid expense.
4. First and Last Days of Travel. For overnight travel, the meal and incidental expense allowance for the first and last calendar days of travel shall be paid at seventy-five percent (75%) of the otherwise applicable federal rate, consistent with the federal per diem methodology, unless a different amount is required by law or established by the Administrator pursuant to this policy. Any meal provided on the first or last day of travel shall also be deducted from the applicable reduced per diem allowance.
5. Same-Day Travel. Meal expenses incurred during travel that do not require an overnight stay may be paid or reimbursed only when authorized by the Administrator or designee and when permitted by applicable law. Any such payment shall be processed in accordance with applicable federal and state tax requirements.

6. Lodging, Transportation, and Other Travel Expenses. Lodging, airfare, registration fees, parking, ground transportation, and other authorized travel expenses are not included within the meal per diem and may be paid or reimbursed separately in accordance with procedures developed by the Administrator. Mileage for the authorized use of a personal vehicle shall be reimbursed at the rate established by applicable law or Board policy. Receipts or other appropriate documentation shall be required for lodging, airfare, registration, rental vehicles, and other actual expenses for which reimbursement is sought.

7. **No Duplicate Reimbursement.** No individual shall receive reimbursement or a per diem allowance for an expense that has been paid directly by the ESU, included in another ESU-paid expense, reimbursed by another entity, or otherwise provided to the individual without personal expense. An individual must promptly repay any duplicate or excess reimbursement received.

8. Administrative Procedures and Exceptions. The Administrator may establish reasonable administrative procedures to implement this policy, including procedures addressing travel authorization, documentation, submission deadlines, applicable per diem rates, meals provided, and unusual travel circumstances.

Any request for meal or lodging expenses exceeding the applicable federal rate must be supported by a fully itemized claim substantiating the actual costs incurred and must receive express approval from the Board when required by Nebraska law.

All expenditures under this policy must be reasonable, necessary, related to official ESU business, and consistent with applicable federal and Nebraska law. The ESU shall maintain documentation sufficient to establish the dates, destination, and business purpose of travel and the basis for payments made under this policy.

Legal Reference: Neb. Rev. Stat. § 13-2203
Neb. Rev. Stat. §§ 81-1174 to 81-1177

Example, do not include in the policy above.

<u>Per Diem rates</u>		
Travel Day Prior (not conference day) with a Hotel Stay	Day 1+ All day Conference	Travel Day After (not conference day)
75% of Fed. Per Diem OR Other % determined by the board (can be 0)	Breakfast No Per Diem Paid: If breakfast is provided at the conference or by the lodging. Yes Per Diem Paid: If breakfast is not provided	75% of Fed. Per Diem OR Other % determined by the board (can be 0)
	Lunch No Per Diem Paid: If lunch is provided Yes Per Diem Paid: If lunch is not provided or if travel home is over lunch time.	
	Dinner No Per Diem Paid: If dinner is provided or If travel home is completed before 6:00 pm Yes Per Diem Paid: If dinner is not provided or travel home is completed after 6:00 pm	

*No receipts necessary if covered by Per Diem



Cybersecurity Report

Division: Technology Division

Division Lead: Scott Isaacson

Reporting Period: September, 2026

SLCG Program Update

- The state committee met on June 30, 2026 and voted to move forward a state package of proposals for federal approval. Two of the three statewide, ESU-related proposals moved forward:
 - (Moved forward) Enhanced data backup and recovery services - hardware and software licensing to improve ESUs and schools abilities to restore data, requesting \$802,200 of SLCG funds
 - (Moved forward) Cyber Incident Response Planning - in collaboration with cities, counties and health districts, requesting \$80,000 SLCG funding to support workshops on incident response planning and cyber assessment
 - (Not funded) Cybersecurity Awareness Training - funding to subsidize cyber training and anti-phishing platform such as Proofpoint, CyberNut, KnowBe4; requesting \$882,000 of SLCG funds

Cyber Legislation LB937 Update

- The cyber assessment for districts is based on the NIST Cybersecurity Framework (CSF). The steering committee reviewed questions and Bryce Bailey's team at the OCIO developed the assessment site and an access code system for districts. By the time of this committee meeting, the access codes and site details will have been distributed to ESU technology directors for their preview ahead of those being shared later in September with districts. ESUs may share codes with their districts at any time after they receive them.
- NDE has shared news of the assessment process with superintendents via the Commissioner's email communications.

- ESUCC (Scott), OCIO (Bryce Bailey) and NDE (Chris Wlaschin) are all available to attend ESU meetings with district technology directors and other district leaders to introduce and/or facilitate walking districts through the assessment process.
- There is not a hard requirement for districts to take the assessment. However, the data will be very helpful this year for advocacy with lawmakers for state level support of cybersecurity funding and will be required for future participation in subsidized cybersecurity tools and services.

Anti-Phish Platform Update

- ESU NOC members reviewed 3 anti-phishing and end-user training platforms over the summer: Proofpoint aka ZenGuide, KnowBe4 and CyberNut. Sophos is a fourth platform which is also available.
- Many ESUs preferred the CyberNut product due to its features specifically designed for K-12 education and the flexible multi-tiered administration features matching the ESUCC, ESU and school district service models. CyberNut is available at a cost of \$5.50 per staff member, and we are collecting orders from ESUs.
- Some ESUs and districts will maintain Proofpoint for this year because they are already set up. The cost per staff member for Proofpoint is officially \$4.45 per staff member. However, the state of Nebraska may be able to offer unused licenses for the 2026-2027 year at no cost. We are investigating whether or not this would require moving to the state Proofpoint instance from the existing ESU-based instances.

Cyber Incident Review

- The majority of incidents districts experienced over the summer were email compromises, caused by a user clicking a malicious link in an email, then spread to that user's list of contacts. 59 of these were reported May 1 - September 10 via the ESU NOC #cybersecurity Slack channel.
- CISA reached out regarding one compromised firewall at a district, which was quickly remediated with help from the ESU.
- One district was contacted by the Nebraska State Patrol about some of their private data appearing on the dark web. This appeared to be related to a previous compromise which had already been remediated and investigated by the FBI in the past. This did not appear to be an active compromise in progress, but is still being investigated.



Technology Division Report

Division: Technology Division

Division Lead: Scott Isaacson

Reporting Period: September, 2026

Software Developer-Integrator Hired

- We welcomed Matt Marron as our new Software Developer-Integrator beginning on August 3, 2026. Matt comes to us with experience that has helped him to be productive quickly on SRS-related fixes and updates. We're excited and thankful to have him as part of our team.

Software Engineering Update

- We began work with Don't Panic Labs to design enhancements to our software platform (all projects) which will benefit SRS and all of our projects. The platform concept helps us to look across all of our software projects and bring them together over time to help standardize how we implement features, reduce redundant data in separate databases, and build application program interfaces (APIs) which will allow ESUs, school districts and other partners to access and use data from our applications securely, and also more flexibly. We'll report more on this throughout this school year.

Project Statistics

- Our software teams use the [Jira project management system](#) to track development work that is needed through to it being released into the live software environments.
- Work items are written into Jira tickets, which each represent a distinct need.
- These are broken down into tasks that are estimated to take from one hour to two weeks of effort.
- Across all of our projects as of September 10, 2026, there are 274 Jira tickets in the To-Do status and 28 are in-progress during the current 2-week sprint.



Info Services Committee Report

Division: Teaching & Learning

Division Lead: Andrew Easton, Chief Learning Officer

Reporting Period: April 2026

Accessibility

- The [ESUCC Accessibility page](#) was updated on September 1, 2026 with minor revisions and updates
- Presented on Digital Accessibility Basics at ESU 6 (8/7)
- Presented a half day training on Digital Accessibility at ESU 9 (9/2)
- The ESUCC Accessibility page can be found on the [SupportedED site](#)

Artificial Intelligence

- Finalized [the AI page of the SupportedED Site](#) and launched it at Admin Days
 - Presented at Admin Days: Beyond the AI Basics: What School Leaders Need to Know Now and Next – w Dorann Avey (7/30)
- Began meeting with a collaborative small group on AI to get input on coordinated statewide supports (7/16 & 8/25)
- Was invited to a Youth & AI Summit looking at the impact of technology on mental health (7/20)
- Created a significant update of the SupportedED AI page (8/26)
- Led an AI training at Sandy Creek Schools (8/10)
- Finalized video communication – “[AI Literacy Is Community Work: Perspectives on Navigating AI in Nebraska Schools](#)”
- Continued collaboration [Great Minds \(Wit & Wisdom\)](#) and Swivl ([M2](#)) on an AI support for teachers and literacy coaches
 - Special thanks to LaRaesha Kugel and Kayla Perry for their feedback on M2’s AI generated feedback
 - Round two of the pilot will begin at Hampton Public Schools on 10/5
 - The NDE SEED Team will visit during the Hampton pilot to learn more about how M2 might support CSA schools with literacy
- Selected speakers for the TLI training on AI on October 22nd

- **Topic:** Vibe Coding with [Tony Vincent](#)
- **Topic:** On ESU 3's Regional AI Workshop Series with [Eileen Heller and Adam Larson](#)
- **Topic:** Screen Time in Schools: Quality Over Quantity with [Richard Culatta](#)
- **Topic:** Leveraging AI for UDL and Creativity with [John Meehan](#)

Canvas Consortium

- The Nebraska Canvas Virtual Roadshow was held on June 11, 2026.
- New Courses in the [Nebraska Learning Network](#)
 - [Planting Your Canvas Course | Course 1](#)
 - [Understanding UDL and Why it Matters | Course 1](#)
 - [Deepening Inclusive Practice Through UDL | Course 2](#)
 - [Connecting AI to UDL | Course 3](#)

ESUCC Updates

- [The Affiliate Directory](#) will be live through the [ESUCC.org](#) site by September 16th
- Generating Statewide Deliverables (GSD) Time has been communicated for September. [The form is still open](#) for requesting time at the May 2027 meetings.
- The ESUCC will be launching a new newsletter that recaps the key takeaways from each ESUCC Board meeting

The Good Life EDU Podcast

- Created 12 new episodes of [The Good Life EDU](#) Podcast
 - **Episode 249:** [Different, Not Deficient: Neurodivergence, Student Strengths, and the Power of a Teacher | NeMTSS Summit Preview with Jonathan Mooney](#)
 - **Episode 248:** [Leading with Intention: Policy, Guidance, and Local Decision-Making Around AI in Schools with Bill Bass](#)
 - **Episode 247:** [Benergy: Autism, Advocacy, and the Power of One Kind Person | NeMTSS Summit Preview with Ben, Sandy, and Dan Hartranft](#)
 - **Episode 246:** [Summer Learning, Digital Citizenship, and Back-to-School Joy with Otis Pierce with Otis Pierce](#)
 - **Episode 245:** [Turning Systems Into Literacy Outcomes: What to Expect at the 2026 NEMTSS Summit with Amy Rhone, Scott Eckman, and Brooke Kahl](#)
 - **Episode 244:** [E-Rate at a Crossroads: Keith Krueger on What's at Stake for America's Schools with Keith Krueger](#)
 - **Episode 243:** [Accessibility from the Start: Practical Steps for K-12 Schools with Cynthia Curry and Jena Fahlbush](#)

- **Episode 242:** [The UDL Shift with Katie Novak: Designing Learning in the Age of AI](#) with Dr. Katie Novak
- **Episode 241:** [AI Literacy in Action: Amanda Bickerstaff on the SEE Framework](#) with Amanda Bickerstaff
- **Episode 240:** [Onward Together: Cultivating Emotional Resilience in Educators](#) with Elena Aguilar, Jeremy Stoll, and Ted Dondlinger
- **Episode 239:** [What to Stop Doing to Move Forward: De-Implementation in Education](#) with Dr. Kanyon Chism
- **Episode 238:** [The Breakthrough Coach: Reclaiming Time for Instructional Leadership](#) with Jill Pancoast

SupportED Site

- [The SupportED Calendar](#) is live and includes...
 - Statewide events from 30+ associations, affiliate groups, etc.
 - All State-Level Competitions Recognized by NSAA
- [Digital Citizenship page](#)
- [Artificial Intelligence page](#)
- [Educator Certification page](#)
- Collaborating with the Coalition of Educator Workforce Development on an **Educator Retention page** (expected in early October)
- Collaborating with stakeholders in the literacy space on a set of literacy pages, including a **Foundational Literacy page** and an **Adolescent Literacy page** (expected in early October)
- Discussing with the NDE SEED Team on a leadership learning page
- Finalized video for the home page – “[Welcome to SupportED: Nebraska’s Hub for Professional Learning and Education Resources](#)”



ESUCC
Information Services Committee Meeting
Tuesday, September 15, 2026, 3:15 PM
ESU 10 plus Zoom, 76 Plaza Blvd, Kearney, NE 68845

Attendance Taken at 3:15 PM.

Mitch Hoffer (ESU 02):	Present
Gregg Robke (ESU 04):	Present
Dr. Brian Maschmann (ESU 06):	Present
Corey Dahl (ESU 08):	Present
James McGown (ESU 16):	Absent

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 3:15pm.

1.1. Roll call

2. 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 Cybersecurity Report 2026-09 document.

Chris Wlaschin, NDE Information Systems Officer, is working with a planning committee to administer a tabletop cybersecurity exercise. The tabletop exercise is free to participate.

3. ESU Professional Organization (PO) and Affiliate Reports

3.1. Network Operations Coordinator (NOC)

Ben Anthony, NOC Chair, was not present.

4. Chief Executive Officer (CEO) Report

4.1. Technology Division

ESUCC CIO, Scott Isaacson, reviewed the attached Tech Division Report 2026-09 document.

4.1.1. Nebraska Education Data Collaborative Project

The Nebraska Education Data Collaborative project is undergoing efforts to create a data dashboard to seamlessly pull information from the Nebraska Department of Education and visualize for districts and ESUs. Ed-Fi has possible grant funds to support this project through the ESU Coordinating Council as we are a public entity. Facilitation efforts would include staff to manage the project, communication and PR, and facilitate convenings when necessary.

Recommended Motion: Recommend to the ESUCC board to authorize the ESUCC to facilitate the leadership and management of the Nebraska Education Data Collaborative grant, if awarded. Scott Isaacson, ESUCC CIO, reviewed the attached Statewide Services Decision Tree, SMART Partner Roadmap, and SMART NEDC TwoPart documents. Chris Wlaschin, NDE Information Systems Officer, is interested in this project and encourages CIO Isaacson to provide a briefing to the Nebraska Department of Education. CIO Isaacson requested recommendations on moving forward with the project.

Recommend to the ESUCC board to authorize the ESUCC to facilitate the leadership and management of the Nebraska Education Data Collaborative grant, if awarded Passed with a motion by Robke, Gregg (ESU 04) and a second by Maschmann, Brian (ESU 06).

Mitch Hoffer (ESU 02): Yea

Gregg Robke (ESU 04): Yea

Dr. Brian Maschmann (ESU 06): Yea

Corey Dahl (ESU 08): Yea

Yea: 4, Nay: 0

4.2. Teaching and Learning Division

ESUCC CLO, Andrew Easton, reviewed the attached Teaching & Learning ESUCC Info Services Committee Report-9.15.2026 document.

5. Next Meeting Agenda Items

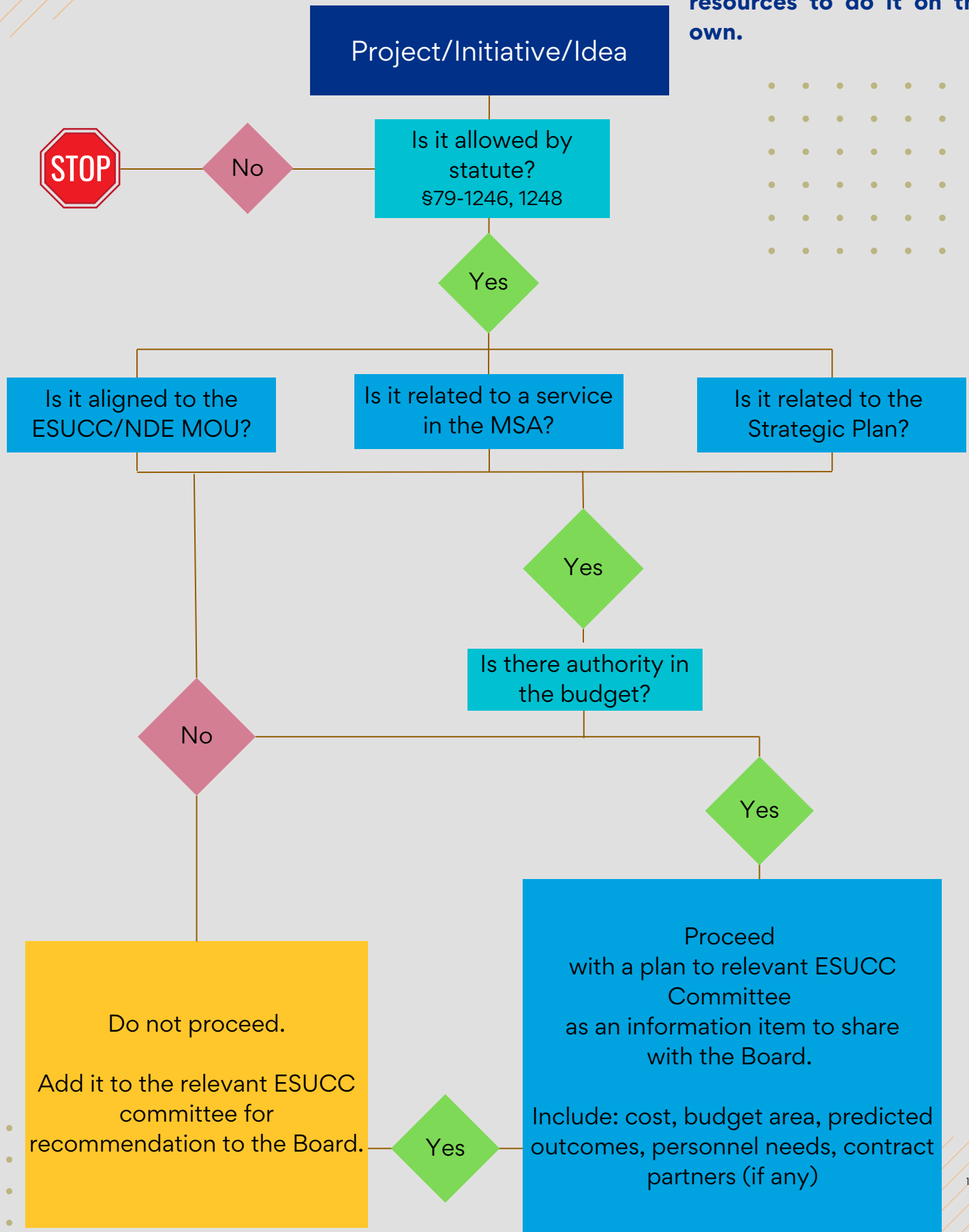
6. Adjournment

The Information Services Committee meeting adjourned at 4:22pm.

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

ESUCC Statewide Service DECISION TREE

ESUCC provides statewide supplemental educational services to ESUs, and NDE, who may not have the resources to do it on their own.



SMART partner roadmap

How ESUCC, ESU 10, Ed-Fi / EdGraph, and DinoCloud advance the roadmap in parallel



 Actively builds

 Supports

	Phase 1 Clean data	Phase 2 Better input	Phase 3 Planning	Phase 4 Dashboards	Phase 5 Impact & ROI
ESUCC (Leads) PM · coordination · multi-state					
ESU 10 Nebraska features · WCAG					
Ed-Fi + EdGraph Ed-Fi model · data sources					
DinoCloud AI integration · cloud					

Accessibility: ESU 10 leads WCAG 2.1 AA compliance across input forms (Phase 2) and dashboards & reports (Phase 4).

Progress over time

North star: illustrating impact

Parallel work —

1

ESUCC

Project management & coordination; multi-state adaptation (AR · WA · OR).

Start: governance, shared backlog, cadence, standards decisions.

2

ESU 10

Nebraska features & data foundation; WCAG 2.1 AA accessibility compliance.

Start: field audit, tagging framework, accessibility baseline for forms & dashboards.

3

Ed-Fi + EdGraph

Ed-Fi data model & additional data sources to show service impact.

Start: map SMART to the Ed-Fi model; shortlist first data sources.

4

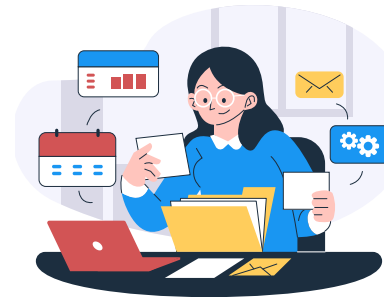
DinoCloud

AI integration & cloud service deployment.

Start: cloud environment live; AI-assisted tagging proof-of-concept.

SMART + NEDC: Two projects working together

A shared coordinator manages both efforts on a common Ed-Fi foundation



Shared coordinator / project manager

New contracted ESUCC role — manages Part A and Part B
Product Owner * Promoter * Trainer * Presenter

Part A · SMART

Illustrating service impact

- Multi-partner build (ESUCC, ESU 10, Ed-Fi / EdGraph, DinoCloud)
- 5-phase roadmap → impact & ROI
- Multi-state ready: AR · WA · OR
- Owned by ESUCC development team



Part B · NEDC

Nebraska Education Data Collaborative

- ADVISER + Ed-Fi foundation (Attendance, Behavior, Assessment and Pathways to Success)
- Data visualization and “education intelligence”
- ESUCC as fiscal agent & product owner
- Ed-Fi Alliance grant funding



Shared Ed-Fi foundation

NEDC data → SMART · one national interoperability standard connects both parts