



Regular Meeting
Tuesday, May 7, 2024 12:30 PM
ESU No.10
76 Plaza Blvd
Kearney, NE 68845

1. ESU Coordinating Council Information
Board President
2. Call to Order
Board President
3. Roll Call
Board President
4. Consent Agenda Items
President
 - 4.1. Approval of Minutes
Board President
 - 4.2. Coop Contracts
Committee Chair
 - 4.2.1. Special Buy with Insight Public Sector, Inc.
Committee Chair
 - 4.2.2. AEPA 021.5, 021.75, 022.5, 023.5 Extensions
Committee Chair
 - 4.2.3. Approve Special Buy agreement with Securly
Committee Chair
 - 4.2.4. Special Buy agreement with Infobase Learning
Committee Chair
 - 4.2.5. Special Buy agreement with Renaissance Learning
Committee Chair
5. Petitions and Communications to the Board
Board President
 - 5.1. Learning Community Update
Gerald Kuhn
 - 5.2. State Board of Education and Nebraska Department of Education Report
Nebraska Department of Education
 - 5.3. Association of Education Service Agency's Report
AESA Representative

- 5.3.1. AESA Central Region CEO Symposium - October 2024
Dan Schnoes
- 6. Executive Reports
Board President
 - 6.1. Executive Director Report
Executive Director Lofquist
 - 6.1.1. ESUCC Redesign: Update
Committee Chair
 - 6.1.1.1. Lead
Committee Chair DeTurk/McNiff
 - 6.1.1.2. Advocate
Committee Chair Skretta/Harris
 - 6.1.1.3. Influence & Invest
Committee Chair Wheelock/Barrett
 - 6.1.1.4. SIMPL Workgroup
Larianne Polk
 - 6.1.2. IJA Grant Updates
President
 - 6.2. Executive Committee Report
Board President
 - 6.2.1. Approve Claims, Financial Statements, and Assets for Month of March
Committee Chair
 - 6.2.2. Approval of April Expenses to be paid in May.
Committee Chair
 - 6.2.3. Approve to review, discuss, and take all action necessary to pay bills and sign contracts in June, July and August in the absence of meetings
President
 - 6.2.4. CEO Contract Amendment
President
 - 6.2.5. Approve New ESUCC Executive Board
President
 - 6.2.6. Approve Governmental Relations
- 7. Public Comment
Board President
- 8. Recommendations from Standing Committees and Project Reports
Board President
 - 8.1. Information Services Committee
Committee Chair
 - 8.1.1. Approve dmarcian Group Purchase to be added to MSA
Scott Isaacson
 - 8.1.2. Equipment Disposal
Scott Isaacson
 - 8.2. Education Resources
Committee Chair

8.2.1. NWEA MAP Assessments 2024-2025

Kraig Lofquist

8.3. Legal Committee

Committee Chair

8.3.1. Approve Interlocal with the Village of Orchard

Committee Chair

9. ESU Share Out Topics

Board President

10. NEW ESU Chief Administrators

Executive Director Lofquist

11. Adjournment

Board President

**BYLAWS
OF
EDUCATIONAL SERVICES UNIT COORDINATING COUNCIL**

Article I. Authority and Purpose.

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

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

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

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

Article II. Membership and Meetings.

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

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

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

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

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

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

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

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

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

Article III. Officers.

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

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

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

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

Section 5. Duties and Authority of Officers.

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

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

- (c) Past-President. In the absence of the President or the President-Elect or in the event of his or her death, inability, or refusal to act, the Past-President shall perform the duties of the President. When so acting the Past-President, shall have all the powers of, and be subject to all the restrictions upon, the President. The Past-President shall perform such other duties as from time to time may be assigned by the President or by the Council.
- (d) Secretary. The Secretary shall prepare minutes of the meetings of the Council, serve as the custodian of the Council's records, keep a current roster of the physical and e-mail addresses of all Council members, and perform all duties incident to the office of Secretary, and perform such other duties as from time to time may be assigned by the President or by the Council.
- (e) Treasurer. The Treasurer shall have charge and custody of and be responsible for, all funds and securities of the Council, receive receipts for all securities and monies due and payable to the Council from any source whatsoever and give such receipts to the Council, deposit all such monies in the name of the Council in such banks, trust companies, or in other depositories designated by the Council, and perform all the duties incident to the office of Treasurer and perform such other duties as from time to time may be assigned by the President or by the Council. If required by the Council, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Council shall determine.
- (f) Executive Committee. The Executive Committee shall meet as needed to prepare for Council meetings, to formulate recommendations for the Council, and for such other reasons as deemed appropriate by the President or as directed by the Council.

Article IV. Administration.

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

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

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

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

- (a) Purchase and/or lease supplies, materials and equipment and enter into a contract with any person, firm, corporation or other entity.
- (b) Accept for any of its purposes and functions any and all donations, grants of money, equipment, supplies, materials and services, conditional or otherwise from any person or entity, and receive, utilize, and dispose of the same. The nature, amount, and conditions, if any, attendant upon any donation or grant accepted

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

- (c) Employ, compensate, evaluate and discharge staff limited only to those persons necessary to carry out its duties and functions;
- (d) Establish committees as it deems necessary for the purpose of advising the Council on any and all matters pertaining the Council's duties or activities;
- (e) Indemnify or reimburse any person in the same manner as an educational service unit board is authorized to do pursuant to NEB. REV. STAT. § 79-1217 as may be amended from time to time;
- (f) Take any other action authorized, either explicitly or implicitly, by Nebraska law, including any action that may be necessary to perform its duties and functions as provided in these Bylaws.

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

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

Article V. Other Matters.

Section 1. Fiscal Year. The fiscal year of the Council shall begin on ~~July 4~~ ^{September 1} and end on ~~June 30~~ ^{August 31}. (Amended March 3, 2010)

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

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

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

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

[THE NEXT PAGE IS THE SIGNATURE PAGE]

Robert Uhing

Robert Uhing, Administrator
Educational Service Unit No. 1

Michael Ough

Michael Ough, Administrator
Educational Service Unit No. 2

Gill Kettelhut

Gill Kettelhut, Administrator
Educational Service Unit No. 3

Jon Fisher

Jon Fisher, Administrator
Educational Service Unit No. 4

Al Schneider

Al Schneider, Administrator
Educational Service Unit No. 5

Dan Shoemaker

Dan Shoemaker, Administrator
Educational Service Unit No. 6

Norman Ronnell

Norman Ronnell, Administrator
Educational Service Unit No. 7

Randy Peck

Randy Peck, Administrator
Educational Service Unit No. 8

Mick Loughran

Mick Loughran, Administrator
Educational Service Unit No. 9

Wayne B. Bell

Wayne Bell, Administrator
Educational Service Unit No. 10

Ron Karr

Ron Karr, Administrator
Educational Service Unit No. 11

Terry Miller

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

Brent McMurtry

Brent McMurtrey, Administrator
Educational Service Unit No. 15

Margene Beatty

Margene Beatty, Administrator
Educational Service Unit No. 16

Dennis Radford

Dennis Radford, Administrator
Educational Service Unit No. 17

David Myers

David Myers, Administrator
Educational Service Unit No. 18

Dennis Pool

Dennis Pool, Administrator
Educational Service Unit No. 19

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NEBRASKA OPEN MEETINGS ACT

84-1407. Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised
4-2022



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NEBRASKA 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; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1) Until January 1, 2025:

(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

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

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) 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. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours.

Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) Beginning January 1, 2025:

(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (2)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

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

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

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

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

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

(iii) In the case of a public body not described in subdivision (2)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. 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.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(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 subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference;
 - (ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;
 - (iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and
 - (iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such the 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.
- (4) 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.
- (5) 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.
- (6) 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 (5) 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.
- (7) 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.
- (8)(a) Notwithstanding subsections (3) and (6) 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 subsections (1) and (2) 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 (5) 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.
- (9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(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 (3)(b)(i) and (ii) of this section.

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

- (1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.
- (2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.
- (3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless

the address requirement is waived to protect the security of the individual.

- (4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.
- (5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.
- (6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:
 - (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;
 - (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;
 - (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;
 - (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;
 - (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and
 - (f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.
- (7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.
- (8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

- (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.

Operative
4/17/24


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


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

**ESUCC
Regular Meeting
Wednesday, April 3, 2024, 8:00 AM
ESU 3 plus Zoom, 6949 South 110th Street, LaVista, NE 68128**

Posted Locations:

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

Posted Date: 3/27/24

Attendance Taken at 8:00 AM.

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

Call to Order

Call to order at 8:00 AM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana, Scott Isaacson.

Roll Call

Consent Agenda Items

The Board President shared consent items to be approved.

Approve consent agenda items listed Passed with a motion by Schnoes, Dan (ESU 03) and a second by Polk, Larianne (ESU 07).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr John Skretta (ESU 06):	Yea
Dr Larianne Polk (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Laura Barrett (ESU 13):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Takako Olson (ESU 18):	Yea
Kanyon Chism (ESU 19):	Yea

Yea: 17, Nay: 0

- Approval of Minutes
- Coop Contracts
 - Extension with Equal Level for the ESUCC Marketplace
 - Extension with World Book
 - Special Buy agreement with ByteSpeed

Petitions and Communications to the Board

Learning Community Update

Not present.

State Board of Education and Nebraska Department of Education Report

Shirley Vargas, NDE was present to give updates for NDE. The Commissioner's main focus will be on foundational literacy.

Association of Education Service Agency's Report

Dr. Schnoes gave an update on AESA. The summer workshop will be in New Haven. CT. The Executive Director shared information from the AESA Executive Director's meeting.

AESA Central Region CEO Symposium - October 2024

Continue to work on the AESA Central Region CEO Symposium to be held in Omaha.

Executive Reports

Executive Director Report

The Executive Director gave updates from his report.

LB 304 - legal opinion

The Executive Director shared the legal opinion on LB 304.

ESUCC Redesign: Update

Lead

No report.

Advocate

No report.

Influence and Invest

No report.

SIMPL Workgroup

The SIMPL Workgroup shared information from their work session.

IIJA Grant Updates

Updates given on the IIJA Grants:

Executive Committee Report

The Board President shared updates from committee.

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

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

Approve Claims, Financials Statements, and Assets for Month of February Passed with a motion by Erickson, Geraldine (ESU 17) and a second by DeTurk, Ted (ESU 02).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr John Skretta (ESU 06):	Yea
Dr Larianne Polk (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea

Laura Barrett (ESU 13):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Takako Olson (ESU 18):	Yea
Kanyon Chism (ESU 19):	Yea

Yea: 17, Nay: 0

Approval of March Expenses to be paid in April.

The Treasurer reviewed March expenses to be paid in April.

Recommend motion to approve March expenses to be paid in April Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Robke, Gregg (ESU 04).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr John Skretta (ESU 06):	Yea
Dr Larianne Polk (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Laura Barrett (ESU 13):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Takako Olson (ESU 18):	Yea
Kanyon Chism (ESU 19):	Yea

Yea: 17, Nay: 0

Approval of new ESUCC Chief Executive Officer

The Board President shared a recommendation for Dr. Larianne Polk to be approved for the ESUCC Chief Executive Officer beginning on July 1, 2024.

Recommend approval of Dr. Larianne Polk as new ESUCC Chief Executive Officer beginning July 1, 2024 Passed with a motion by Schnoes, Dan (ESU 03) and a second by Erickson, Geraldine (ESU 17).

Bill Heimann (ESU 01):	Yea

Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr John Skretta (ESU 06):	Yea
Dr Larianne Polk (ESU 07):	Abstain (With Conflict)
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Laura Barrett (ESU 13):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Yea
Geraldine Erickson (ESU 17):	Yea
Takako Olson (ESU 18):	Yea
Kanyon Chism (ESU 19):	Yea

Yea: 16, Nay: 0, Abstain (With Conflict): 1

Approve Committee/Board Meeting Calendar

The Board President reviewed several options for the new Committee/Board calendar for 2024-2025.

Recommend ESUCC Committee/Board meeting calendar version with Zoom committees Passed with a motion by DeTurk, Ted (ESU 02) and a second by Barrett, Laura (ESU 13).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr John Skretta (ESU 06):	Yea
Dr Larianne Polk (ESU 07):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Nay
Dr Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Nay
Laura Barrett (ESU 13):	Yea
Phillip Picquet (ESU 15):	Yea
James McGown (ESU 16):	Nay
Geraldine Erickson (ESU 17):	Yea

Takako Olson (ESU 18): Yea
Kanyon Chism (ESU 19): Yea
Yea: 14, Nay: 3

Approve ESUCC Calendar 2024-2026

The Board President reviewed the ESUCC calendar for 2024-2026.

Approve the ESUCC calendar 2024-2026 Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Chism, Kanyon (ESU 19).

Bill Heimann (ESU 01): Yea
Ted DeTurk (ESU 02): Nay
Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr John Skretta (ESU 06): Yea
Dr Larianne Polk (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Laura Barrett (ESU 13): Yea
Phillip Picquet (ESU 15): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Takako Olson (ESU 18): Yea
Kanyon Chism (ESU 19): Yea
Yea: 16, Nay: 1

Public Comment

There was no public comment.

Recommendations from Standing Committees and Project Reports

Information Services Committee

The Committee Chair shared discussions in committee.

Education Resources

The Committee Chairs shared discussions in committee.

Legal Committee

The Committee Chair shared discussions in committee.

Hanover Research

Nothing to report.

ESU Share Out Topics

Discussion on MSA 2024-2025, currently do not have governmental relations to update. Discussion on the possibility of an ESUCC retreat. ESU 11 had their external visit. Shared updates on having a student leader panel with the Governor.

NEW ESU Chief Administrators

ESU 6 should name a new Administrator soon. ESU 7 has decided to post for an interim director.

Adjournment

The meeting was adjourned at 9:32 AM.

**ESUCC
Rule 84 Meeting
Wednesday, April 3, 2024, 10:00 AM
ESU 3 plus Zoom, 6949 South 110th Street, LaVista, NE 68128**

Posted Locations:

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

Posted Date: 3/27/24

Attendance Taken at 10:00 AM.

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

Call to Order

Call to order at 10:00 AM.

Staff: Kraig Lofquist, Deb Hericks, Scott Isaacson, Prsicilla Quintana,

Roll Call

Agenda

Rule 84 Meeting

Rule 84 meeting discussions with NDE.

Public Comment

There was no public comment.

Adjournment

Meeting adjourned at 12:42 PM.

Rule 84 Meeting
April 3, 2024
10:00 a.m.- 1:00 p.m.
ESU 3 - 6949 South 110th Street, LaVista

July 25, 2023 Information • Rule 84 Notes • Rule 84 Members	
10:00 a.m.	Call to Order, Roll Call & Welcome-Dr. Brenda McNiff
10:05 a.m. - 10:20 a.m.	Dr. Maher & Dr. Lofquist Welcome and Important Updates Dr. Lofquist, ESUCC Executive Director - Introductions and welcome. Dr. Kraig Lofquist will be retiring on June 30 and Dr Larianne Polk will be the new Chief Executive Officer as of July 1, 2024. Dr. Skretta will be leaving us for LPS. Dr. Lofquist gave updates on the Behavior Intervention Act. Required in the training: Signs and Symptoms of Mental HEalth in students; Positive behavioral intervention supports and teaching strategies; verbal intervention and de-escalation strategies. He also gave updates on the updated textbook loan program. Dr. Maher, NDE Commissioner addressed the group. Thank you for being and the partnerships. He reviewed what statute says regarding the Rule 84 meetings. NE is 8th in child well being, 12th education outcomes, 15 health, 20th in community well being, 1 in economic well being. We will be focusing on improving foundational literacy. We will be creating a plan to include: coaching, professional learning, HQIM, family engagement. The State Board committed 6 million dollars on the literacy initiative. Well wishes for those moving on from the ESU. ■ One pager for NDE • About the NDE • Board Legislative & Regulatory Priorities ■ One pager for ESU (Updated Bold Steps)
10:20 a.m.-12:00 p.m.	Goal 1: Data aligned across SIMPL and NDE - Cybersecurity in mind Notes from July Meeting/Use Case Goal 2 (old link): Leadership and Educator Effectiveness - Teacher Shortage: New Goal 2 link

	Goal 3: Continuous improvement - Coherence, MTSS, mental health, HQIM and inclusive practices
12:15 p.m.-12:30 p.m.	Working Lunch Three Rule 84 Goals- Group Work - share out Goal 1: Trying to figure out how to access regional data easily. Exploring three use cases: We will look at getting information from the NDE staff directory (reading teachers etc.); How we would use this data to pull this information into NVIS; SIMPL (will be rebranded) to be used to help prioritize. Goal 2: Identify resources, supports and strategies before they can help address shortages. Create a landing page that would house these resources. Career & Tech - only 9 districts used this resource - they have 12 districts this year. Goal 3: Coherence - align work but not duplicating. Positives: Legislation coordination, collaboration together. HQIM/CBPL work has begun to move forward and use data well. Continuous improvement - collaborate together to improve processes. Communication - talking points, group will look at how we can better use this resource. Developing an inventory of all the work that happens - how to better access information on who does what, contacts, etc.
12:15 - 12:30	Group Share Out (Updates & Successes) ● ESU 6 & 9 Program: Grow Your Own & Ed Rising Pilot ● Recruitment and Retention Grant - Key NDE Contact: Shirley Vargas ○ Currently hiring a program specialist ○ Grant guidelines under development
12:30 p.m. - 12:45 p.m.	Joint Decision Making Discussion ■ CBPL - ● Work will continue on this work at PDO in May and September ● May will focus on diverse learners ■ Social Studies Inquiry Project - work continues for Summer 2024.(Andrew Easton Report)

	• Updates were given on the Social Studies Project. This year we will have close to 40 participating in creating the social studies inquiry units housed in the OER. • Promote the work of OER
12:45 p.m. - 1:15 p.m.	Program Updates and Timelines - • Behavioral Intervention Training & Teacher Support Act - Lofquist • Textbook Loan/Instructional Material Loans - Key NDE Contact: Bryce Wilson - • School Safety and Security Grants-Dr. Zainab Rida & Jay Martin - \$10 million ○ Finalizing/evaluating the requests/grants ○ 213 submitted - 163 public/50 non-public, LPS did not apply. ○ They use a list of allowable uses to make determinations ○ \$44 million originally applied for, down to \$14 million and need to cut another \$4million ○ Suggest in future to look at level 3 programs ○ Incredible need in this space ○ Need to come up with a rubric addressing these 4 pillars ■ Prevention ■ Preparedness ■ Response ■ recovery • Other ○
1:15 p.m.	Future Meeting Dates(Change of Date-see note) & Future Agenda Items • July 23, 2024 - 1:00-4:30 – Admin Days • January 13, 2025 - 10:00-3:00 • July 22, 2025 - 1:00-4:30 - Admin Days • January 12, 2026 - 10:00-3:00

	Note: Should we move to another location from NCSA coordinating, possibly Holiday Inn to get a better room?
	Adjournment - Adjourn for SPARQ

Attendance

ESU Administrators: 1 (Bill Heimann), 2 (Ted Deturk), 3 (Dan Schnoes), 4 (Gregg Robke), 5 (Brenda McNiff), 6 (John Skretta), 7 (Larianne Polk), 8 (Corey Dahl), 9 (Drew Harris), 10 (Melissa Wheelock), 11 (John Poppert), 13 (Laura Barrett), 15 (Phillip Piquet) -ABSENT16 (James McGown), 17 (Geraldine Erickson), 18 (Takako Olson), 19 (Kanyon Chism)

NDE Leaders: Brian Maher, Deb Frison, Dorann Avey, Katie Graham, Allyson DenBeste, Ryan Foor, Shirley Vargas, Lane Carr, Micki Charf, Trudy Clark, Zainab Rida, Bryce Wilson, Beth Wooster, Jill Aurand, Ryan Ricenbaw, Derek Ippensen, Decua Jean-Baptiste, Lindy Foley, Jay Martin, Kristin Yates

ESUCC Staff: Kraig Lofquist, Deb Hericks, Craig Peterson, Scott Isaacson, Andrew Easton

ESUPDO Representatives: PD Planning (not present), TLT (not present, NOC (Bill Pulte), SDA (Michelle Keszler), ESPD (Geraldine Erickson)

Rule 84 003.02A1 ...The ESU administrator or his or her designee shall participate in two jointly established meetings with representatives of the Department and the ESU Coordinating Council annually to establish the focus and coordination of necessary core services based on priorities and on needs that are identified through the analysis of data.

- Admins
- Affiliate Chairs
- NDE reps



2024-2027 SPECIAL BUY AGREEMENT

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
3. **Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
4. **Term.** This Agreement is effective on [REDACTED], 2024 ("Effective Date") and shall continue until 12:00 midnight (CST) on [REDACTED], 2027, 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. Termination.**
- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
 - B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing.
 - C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
 - (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;
 - (4) Suffers or permits the appointment of a receiver for its business or assets;

- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

8. Indemnification.

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

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

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with

minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and

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

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

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

employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

- 16. Taxpayer Identification.** Contractor's federal employer identification number is: 36-3949000.
- 17. Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 18. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: Insight Public Sector, Inc.
 Attn: SLED Contracts
 2701 E. Insight Way
 Chandler, AZ 85286

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

- 19. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
- 20. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the

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

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

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

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

CONTRACTOR

By: 

Name: 

Title: 

Date: 

COOPERATIVE

By: _____

Name: Kraig Lofquist

Title: Executive Director

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

~~<<VENDOR-INSERT SCOPE OF GOODS>>~~ Contractor shall offer all computer hardware, software, related maintenance and support, third party branded services, and cloud computing offerings ("Products") and IT services performed by Contractor and set forth in any statement of work ("Services").

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is as follows:

All Products (except AWS, GCP, Cisco, Microsoft Software)	
<u>Product Category</u>	<u>Discount off Insight List Price</u>
<u>Accessories, Boards, Cables, Consumables, Desktops, Handhelds, Notebooks, Licensing, Media, Memory, Displays, Networking, POS, Power, Printers, Servers, Software, Storage, Third Party Branded Services (includes Warranties and Training Courses)</u>	<u>3.0%</u>
<u>All Other Products</u>	<u>3.0%</u>

AWS	
<u>Product Category</u>	<u>Discount off AWS MSRP</u>
<u>All</u>	<u>1.0%</u>

Google Cloud Platform (GCP)	
<u>Product Category</u>	<u>Discount off GCP MSRP</u>
<u>All</u>	<u>1.0%</u>

Cisco	
<u>Product Category</u>	<u>Discount off Cisco MSRP</u>
<u>Cisco Core & Cisco Compute Products</u>	<u>36.0%</u>
<u>Cisco Market Products</u>	<u>10.0%</u>
<u>Cisco Technical & Maintenance Services (SKU Based)</u>	<u>8.0%</u>
<u>Cisco Learning Credits, Training, Advanced & Technical Services (SOW Based) & Net Products</u>	<u>0.0%</u>
<u>Cisco SMARTnet</u>	<u>25.0%</u>

Microsoft Software	
<u>Product Category</u>	<u>Cost Plus Percentage</u>
<u>Microsoft Software (including cloud)</u>	<u>3.5%</u>
<u>Microsoft CSP</u>	<u>15.0%</u>

Pricing for Services shall be as negotiated between Member and Contractor in a statement of work.

Products shall not be eligible for the discounts listed above when 1) Insight receives no discounts from the manufacturer or 2) the Member has negotiated pricing directly with the manufacturer.

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within sixty-thirty (6030) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty-thirty (6030) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: X No:
- b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders? Yes: X No:
- c. If "Yes", Order receipt method: Email: X cXML:
 - i. If "Email" address to deliver orders to: b2bsupport@insight.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: Jeff Cannon
- b. Title: Client Executive
- c. Phone: 480-366-7224
- d. Email: jeff.cannon2@insight.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 no later than the 30th day following the end of the quarter
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Virginia Mace
Contact email address: SLEDreporting@insight.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - Insight List Price or MSRP (when available)
 - Member CostPrice
 - Member Savings (when available)
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly no later than the 30th day following the end of the quarter
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC

1292 East 4th Street
Ainsworth, NE 69210

6. Product Information URL:

www.ips.insight.com

AEPA #021.5-B Disaster Recovery

EXTENSION OF AGREEMENT

made by and between

ServiceMaster (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.5-B Disaster Recovery

EXTENSION OF AGREEMENT

made by and between

Signal USA (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.5-C E-Rate Consulting

EXTENSION OF AGREEMENT

made by and between

E-Rate Elite (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.5-C E-Rate Consulting

EXTENSION OF AGREEMENT

made by and between

Kellogg & Sovereign (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.5-C E-Rate Consulting

EXTENSION OF AGREEMENT

made by and between

E-Rate Central (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.5-D Mobile/Cellular Connectivity

EXTENSION OF AGREEMENT

made by and between

Kajeet (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.75-A HVAC

EXTENSION OF AGREEMENT

made by and between

Carrier (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #022.5-B Career & Technical Education

EXTENSION OF AGREEMENT

made by and between

Blick Art Materials (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #022.5-B Career & Technical Education

EXTENSION OF AGREEMENT

made by and between

Midwest Technology Products (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #022.5-B Career & Technical Education

EXTENSION OF AGREEMENT

made by and between

Pitsco Education (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #022.5-C Institutional Kitchen Equipment

EXTENSION OF AGREEMENT

made by and between

Hubert (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023.5-B Playground and Recreation Structures

EXTENSION OF AGREEMENT

made by and between

RCP Shelters (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023.5-B Playground and Recreation Structures

EXTENSION OF AGREEMENT

made by and between

Romtec (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____



2024-2027 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Securly 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:

- **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.
- **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.
- **Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

- **Term.** This Agreement is effective on July 1, 2024 ("Effective Date") and shall continue until 12:00 midnight (CST) on June 30, 2027, 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.
- **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.
- **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.
- **Student Privacy Protections.**
 - **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.
 - **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.
 - **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.
 - **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.

- **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.
- **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.”
- **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).
- **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- **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.
- **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.
- **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- **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.
- **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.

- **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- **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.
- **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.

- **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.

- **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.

- **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.

- **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.
- **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.
- **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.

- **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.
- **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.
- **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- **Taxpayer Identification.** Contractor's federal employer identification number is: 46-0789922
- **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.
- **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC
Attn: Kraig Lofquist

6949 South 110th Street

LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing
Attn: Craig Peterson

PO Box 858

412 W. 14th Ave

Holdrege, NE 68949

Contractor: Securly
Dept LA 24957
Pasadena CA 91185

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

- **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.
- **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.
- **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.
- **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.
- **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.
- **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.

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

- **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.
- **Attachments.** Attachments to this Agreement include the following:

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

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

CONTRACTOR

By: Michaelann Carlin
Name: Michaelann Carlin
Title: Director of Revenue Operations
Date: 5/3/2024

COOPERATIVE

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

AWARE is a student safety and wellness solution that uses natural language processing, sentiment analysis, and keyword analysis to identify students at risk of self-harm, suicide, depression, violence, and bullying. It analyzes various digital activities to give schools unprecedented visibility into students' mental health and wellness. The data can help schools support students who demonstrate concerning behaviors and intervene quickly when wellness levels drop. The platform also offers a comprehensive scanning of students' online activities and a dashboard to monitor wellness levels.

CLASSROOM is a cloud-based classroom management tool that helps teachers:

- Minimize distractions to keep their students engaged in learning
- Push lesson content directly to student screens, so they get the most out of class time
- Connect and communicate with students in new ways, whether in-person or remote

Discern is a groundbreaking AI that examines your students' digital footprint to produce comprehensive K-12 data for educational leaders. From social-emotional learning (SEL) insights to understanding student interests and school climate, Discern provides a wealth of actionable information to support administrative decision-making and foster a thriving learning environment for all students.

Filter is a cloud-based web filtering solution developed specifically for schools. Customers gain the flexibility and ease of use they need to keep their students safe and out of harm's way, regardless of location or device.

Flex is a tool that simplifies the implementation of personalized learning in schools. It helps combat learning loss, support social and emotional development, and prepare students for college and careers. Teachers can customize flex period offerings, provide individualized support, and reduce administrative workloads. Students can select activities from teacher-provided offerings, gaining voice and choice in their education. Securly Flex offers customization, restriction rules, student search, and attendance tracking features.

MDM is a Cloud-based mobile device management for iPads and other Apple devices. As an MDM for education, we've built every feature with your needs in mind. Our MDM for schools includes classroom device management tools to keep students on task.

Pass is an electronic hall pass system for K-12 schools, designed to take the headache out of hall passes and simplify hall monitoring.

- Maximize in-class time, and regain control of your hallways.
- Gain more visibility and control over student movement.
- Know who has hall passes and where students are—without asking.
- Ensure that students are getting the most out of their class time by limiting unnecessary hall pass usage.
- Limit vaping, vandalism, and mischief and keep students accountable for their hall pass usage.

Reveal is a tool that provides schools and districts with visibility into application, website, and device analytics to make data-supported decisions and ensure a return on their edtech investment. It helps reduce wasted technology spend, identify opportunities for additional tech training and PD, and provides on-demand access to real-time student usage data. The tool works by automatically collecting activity data for student devices, websites, and apps, and integrates with student information systems to streamline implementation and ensure accurate class rostering.

Rhithm is an app that helps students and staff develop self-awareness and emotion regulation skills through a quick and easy check-in tool using an emoji-based self-reporting questionnaire. The app provides evidence-based learning activities to teach essential life skills based on users' answers. Rhithm enables the identification of struggling students and offers actionable insights into school climate and wellness trends, along with customizable surveys and assessments.

Visitor is a visitor management system tailored to K-12 schools. It simplifies the visitor management process, authenticates visitor identities, and performs background checks. It also confirms that visitors are authorized to pick up students and alerts security personnel to unwelcome or potentially dangerous visitors. The system features customizable health screening questionnaires, prints visitor badges with guest photos, and offers quick access and search of visitor logs. Securly Visitor is a valuable tool for schools to ensure the safety of their students and staff.

Home is a parental control platform designed to manage children's online activity on school-issued devices at home. It enables parents to schedule offline times, customize filtering rules, pause internet access, and receive weekly email reports. The level of control for parent visibility and filtering rules can be customized by admins. It helps to maintain a healthy balance between technology use and other aspects of life. Request a demo is available on the website.

On-Call is a service to help student services team shoulder the responsibility of responding to Aware alerts. On-Call is a team of highly trained student safety analysts who analyze Aware alerts and notify school designated personnel immediately—within 5 minutes or less—of extreme risk situations. They're on-call and ready to assist when needed—whether 24/7, during school hours, or anywhere in between.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

DocuSign Envelope ID: C2667C4E-F98B-42A2-9591-38B5E19E28FC		Security - 2024/2025 Price List							
		RECURRING CHARGE PRODUCTS							
	PRODUCT	PRODUCT NAME	LICENSE BAND	1YR	ESUCC 1 year	3YR	Per Yr	ESUCC 3 Year	Per Yr
Filter Premium	Securly Filter Premium	1-9999	\$ 9.90	\$ 3.03	\$ 26.73	\$ 8.91	\$ 8.18	\$ 2.73	
	Securly Filter Premium	10000+	\$ 4.95	\$ 2.23	\$ 13.37	\$ 4.46	\$ 6.02	\$ 2.01	
Aware Premium	Securly Aware Premium	1-9999	\$ 3.70	\$ 2.14	\$ 9.99	\$ 3.33	\$ 5.77	\$ 1.92	
	Securly Aware Premium	10000+	\$ 1.85	\$ 1.57	\$ 5.00	\$ 1.67	\$ 4.25	\$ 1.42	
On-Call	Securly On-Call	1-9999	\$ 7.70	\$ 4.45	\$ 20.79	\$ 6.93	\$ 12.02	\$ 4.01	
	Securly On-Call	10000+	\$ 3.85	\$ 3.27	\$ 10.40	\$ 3.47	\$ 8.84	\$ 2.95	
Home	Securly Home	1-9999	\$ 2.00	\$ 0.61	\$ 5.40	\$ 1.80	\$ 1.65	\$ 0.55	
	Securly Home	10000-19999	\$ 1.00	\$ 0.45	\$ 2.70	\$ 0.90	\$ 1.22	\$ 0.41	
MDM	Securly MDM	1-9999	\$ 5.50	\$ 3.18	\$ 14.85	\$ 4.95	\$ 8.59	\$ 2.86	
	Securly MDM	10000-19999	\$ 2.75	\$ 2.34	\$ 7.43	\$ 2.48	\$ 6.32	\$ 2.11	
Classroom Premium	Securly Classroom Premium	1-9999	\$ 7.75	\$ 4.48	\$ 20.93	\$ 6.98	\$ 12.10	\$ 4.03	
	Securly Classroom Premium	10000-19999	\$ 3.88	\$ 3.30	\$ 10.46	\$ 3.49	\$ 8.89	\$ 2.96	
Rhithm Premium	Securly Rhithm Premium	1-9999	\$ 7.00	\$ 3.33	\$ 18.90	\$ 6.30	\$ 9.00	\$ 3.00	
	Securly Rhithm Premium	10000-19999	\$ 3.50	\$ 2.45	\$ 9.45	\$ 3.15	\$ 6.62	\$ 2.21	
Pass Core	Securly Pass Core	1-9999	\$ 3.50	\$ 2.87	\$ 9.45	\$ 3.15	\$ 7.74	\$ 2.58	
	Securly Pass Core	10000-19999	\$ 2.80	\$ 2.52	\$ 7.56	\$ 2.52	\$ 6.80	\$ 2.27	
Pass Premium	Securly Pass Premium	1-9999	\$ 5.00	\$ 4.10	\$ 13.50	\$ 4.50	\$ 11.06	\$ 3.69	
	Securly Pass Premium	10000-19999	\$ 4.00	\$ 3.60	\$ 10.80	\$ 3.60	\$ 9.72	\$ 3.24	
Flex Core	Securly Flex Core	1-9999	\$ 6.00	\$ 4.91	\$ 16.20	\$ 5.40	\$ 13.27	\$ 4.42	
	Securly Flex Core	10000-19999	\$ 4.80	\$ 4.32	\$ 12.96	\$ 4.32	\$ 11.66	\$ 3.89	
Flex Premium	Securly Flex Premium	1-499	\$ 7.50	\$ 6.15	\$ 20.25	\$ 6.75	\$ 16.59	\$ 5.53	
	Securly Flex Premium	10000-19999	\$ 6.00	\$ 5.40	\$ 16.20	\$ 5.40	\$ 14.58	\$ 4.86	
Discern (Aware/Filter compatible)	Securly Discern	per student, no volume tiers	\$ 5.00	\$ 4.50	\$ 13.50	\$ 4.50	\$ 12.50	\$ 4.17	
Discern Additional Data (Aware/Filter compatible)	Securly Discern - Additional Data	per student, no volume tiers	\$ 1.00		\$ 2.70	\$ 0.90		\$ 2.43	\$ 0.81
Video Scanning (Aware add-on)	Video Scanning	per student, no volume tiers	\$ 0.50	\$ 0.40	\$ 1.35	\$ 0.45	\$ 1.08	\$ 0.36	
	PROFESSIONAL SERVICES								
Learning Portal Core	Learning Portal Core for Classroom, Aware, and Rhithm	ALL	10% of subscription	10% of subscription					
Personalized VILT: Aware for School Based Staff	Personalized Virtual Instructor Led Training: Aware for School Based Staff	ALL	\$ 800	\$ 640					
Personalized VILT: Aware Office Hour	Personalized Virtual Instructor Led Training: Aware Office Hour	ALL	\$ 500	\$ 400					
Personalized VILT: Classroom for Teachers	Personalized Virtual Instructor Led Training: Classroom for Teachers	ALL	\$ 800	\$ 640					
Personalized VILT: Classroom Quick Start	Personalized Virtual Instructor Led Training: Classroom Quick Start	ALL	\$ 500	\$ 400					
Personalized VILT: Classroom Office Hour	Personalized Virtual Instructor Led Training: Classroom Office Hour	ALL	\$ 500	\$ 400					
Personalized VILT: Rhithm for School Based Staff	Personalized Virtual Instructor Led Training: Rhithm for School Based Staff	ALL	\$ 675	\$ 540					
Personalized VILT: Rhithm for Teachers	Personalized Virtual Instructor Led Training: Rhithm for Teachers	ALL	\$ 675	\$ 540					
Personalized VILT: Rhithm Custom Assessments	Personalized Virtual Instructor Led Training: Rhithm Custom Assessments	ALL	\$ 675	\$ 540					
Personalized VILT: Rhithm Office Hour	Personalized Virtual Instructor Led Training: Rhithm Office Hour	ALL	\$ 500	\$ 400					
	IMPLEMENTATION SERVICES								
Implementation: Classroom Self Serve	Classroom Implementation/Self Serve	ALL	\$ -	\$ -					
Implementation: Classroom Standard	Classroom Implementation/Standard	ALL	\$ 500	\$ 400					
Implementation: Aware Standard	Implementation: Aware Standard	ALL	\$ 1,000	\$ 800					
Implementation: On-Call Standard	Implementation: On-Call Standard	ALL	\$ 500	\$ 400					
Implementation: MDM Self Serve	Implementation: MDM Self Serve	ALL	\$ -	\$ -					
Implementation: MDM Standard	Implementation: MDM Standard	ALL	\$ 1,000	\$ 800					
Implementation: Rhithm Full Service	Implementation: Rhithm Full Service	ALL	\$ 1,000	\$ 800					
Implementation: Pass Self Serve	Implementation: Pass Self Serve	ALL	\$ -	\$ -					
Implementation: Pass Standard	Implementation: Pass Standard	ALL	\$ 500	\$ 400					
Implementation: Pass Full Service	Implementation: Pass Full Service	ALL	\$ 2,000	\$ 1,600					
Implementation: Flex Full Service	Implementation: Flex Full Service	ALL	\$ 2,000	\$ 1,600					

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

- **Order Delivery Method Options**
 - Members will submit orders direct to Vendor
 - ESUCC Marketplace is the preferred method for order placement
- **Electronic Orders**
 - Vendor Capable of receiving orders electronically? Yes: ☒ No: ☐

- If "Yes", Order receipt method: Email: nebraska@securly.com CXML: 

- If "cXML" provide the following IT contact information

Contact email address: _____

- If "No, Alternate method will be determined

- Email: nebraska@securly.com

- **Product Information URL:** www.securly.com

Securly Inc.

Terms and Conditions of Service

Effective Date: December 2020

This agreement applies to the order form to which these Terms and Conditions of Service are attached (collectively, the "Agreement"). This Agreement is made by and between Securly, Inc. ("Company" or "Securly"), a Delaware corporation with offices at 111 North Market Street, 4th Floor, Suite 400, San Jose, CA 95113, and its customer listed on the order ("Customer"). The effective date of the Agreement is referred to herein as the "Effective Date."

1. Services

Company will provide to Customer the cloud-based software products and services identified in the purchase order (the "Order") that incorporates these terms and conditions (collectively, the "Services" and, each, a "Service"). If there is a conflict or ambiguity between any term of this Agreement and the Order, the terms and conditions of the Order shall control. The Services may include, without limitation, Company's cloud-based web filtering, online activity monitoring for cyberbullying, auditing software, mobile device management software, tablet, and other computer asset location tracking software, device control software for teacher classroom management, and any other software or services offered by Company, including all updates thereto and related documentation. Company shall provide all necessary user identifications and passwords for the Services for use by Customer's employees, agents, independent contractors, students and parents/guardians ("Users").

2. Security

Company represents and covenants that it maintains appropriate administrative, technical and physical security measures to protect Customer data and personal information, including User Data (as defined in Section 4 below), to the extent reasonably necessary for the performance of the Services consistent with all applicable state and federal laws and regulations. In the event of a breach or suspected breach of any privacy or security measures described herein that has become known to Company, Company will immediately notify Customer thereof, and use its commercially reasonable efforts to remedy such breach.

3. Support Services

Company shall provide Customer with support services as specified in the Order (the "Support Services").

4. Ownership

(a) Ownership of the Service; Intellectual Property. Company shall retain all title to and ownership of and all proprietary rights with respect to the Services (including all software used to provide the Services and all portions

thereof (including all derivatives or improvements thereof), whether or not incorporated into or used with other software as a service, software or hardware. Customer's use of the Services does not constitute a sale of any of such software or any portion thereof. Company's name, logo, and the product names associated with the Services are trademarks of Company or third parties, and no right or license is granted herein to use them. Company hereby grants Customer, solely during the term of this Agreement, a limited, royalty-free, revocable license to use and install the Company provided software (which may include certificates and pack files) solely on Customer's machines and devices and only as necessary or appropriate to receive the Services (the "Client Software").

(b) Ownership of User Data. The Services may allow Customer to track and gather a range of data and information regarding its Users ("User Data"). Customer shall retain all title to and ownership of and all proprietary rights with respect to User Data, and shall be solely responsible for its use thereof. Customer is also responsible for securing and backing up its User Data and Company shall only restore lost User Data to its last-backup point if the loss was due to a fault in Company's Services or Support Services. Customer hereby grants Company a worldwide, royalty-free, and non-exclusive license to access and use User Data for the sole purpose of enabling Company to provide the Services, and for the limited purposes set forth in Company's Privacy Policy (described below).

(c) Data Use. To the extent Company receives any personal information (as such term or any analogous term may be as defined under applicable law) from or on behalf of Customer in connection with Company's provision of Services to Customer under the Agreement ("Customer personal information"), Company will only use, retain, disclose and otherwise process such Customer personal information for the purpose of providing the Services or in order to comply with the law. Company may disclose Customer personal information to its service providers as necessary for Company to provide the services to Customer. Company will however not otherwise retain, use, or disclose Customer personal information for any purpose other than to perform the Services or outside of the direct business relationship between Customer and Company. Specifically, it will not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Customer personal information to any third party for monetary or other valuable consideration. Company certifies that it understands and will comply with the restrictions on the processing of Customer personal information as set forth in this Section 4 (a).

(d) Data sources. Customer acknowledges that, dependent on the type of Services Company provides to Customer, Company may rely on publicly available or third-party data in order to provide the Services. Customer understands and agrees that Company has no responsibility for the accuracy, availability, reliability, or integrity of such data.

(e) Ownership of Reports and Analyses. Company may provide Customer with certain reports and analyses as part of the Services ("Reports"). Company shall retain all title to and ownership of and all proprietary rights with respect to such Reports. Company hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license, for the term of this Agreement, to use Reports strictly for Customer's own internal, legitimate, non-commercial, educational purposes.

(f) Mobile App and Parent/Guardian Usage. Customer acknowledges that Users may need to download the Company's mobile application from the relevant major mobile device provider app stores (iTunes or Google Play) and that use of the Company's mobile application or website by parents/guardians is subject to Company's terms of service and Privacy Policy.

(g) Feedback. If Customer provides any ideas, suggestions or recommendations to Company regarding Company's software, products, services or technology ("Feedback"), such Feedback is provided on a non-confidential basis to Company and Company is free to retain, disclose, use and incorporate such Feedback in Company's and/or its affiliates' products and services, without payment of royalties or other consideration to Customer. Customer understands and agrees that Company is not obligated to use, display, reproduce, or distribute any such Feedback, and that it has no right to compel such use, display, reproduction, or distribution. Nothing herein shall be interpreted as imposing an obligation on Customer to provide Feedback to Company.

5. Privacy Policy

(a) The parties agree that Customer is an educational institution, that Company is a service provider to Customer, and that Company's collection and use of the personally identifiable User Data of children under the age of 18 ("Minor User Data") is conducted on behalf of and with the authorization of Customer, in order to provide the Services requested by Customer. Customer has received and reviewed Company's Privacy Policy, Children's Privacy Policy and Notice of Privacy Practices (together the "Privacy Policy"), which include a privacy policy and direct notice of privacy practices as required by the Children's Online Privacy Protection Act Rule, 16 C.F.R. 313 ("COPPA"). Customer expressly consents to the collection, use and disclosure of Minor User Data as set forth in the Privacy Policy as applicable to those Services requested by Company. For the purposes of COPPA, Customer acknowledges that it is an educational institution, that it plans to use the Services in its capacity as an educational institution, and that it is authorized to consent to Company's collection, use and disclosure of Minor User Data by Company in order to provide the Services to Customer. Customer further acknowledges, and Company agrees to provide, Customer an opportunity to review the Minor User Data, and to request that such data be deleted and/or no longer collected or used (which may impact the availability of the Services). By executing this Agreement, Customer expressly acknowledges that it has received and reviewed the Privacy Policy, and grants its consent to Company's collection, use and disclosure of Minor User Data in accordance with the Privacy Policy, which may be updated from time to time, provided Customer will be notified of any material changes.

(b) Notwithstanding Section 5(b), Customer expressly agrees that Company may de-identify or aggregate User Data and Minor User Data so that it no longer identifies an individual under the age of 18 ("Aggregate Data"), and may maintain and use such data for its own purposes as set forth in the Privacy Policy, provided it has implemented reasonable safeguards to prevent the re-identification of Aggregate Data.

6. Customer Responsibilities, Warranties and Restrictions

(a) Customer agrees that it shall not do any of the following: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (including any Client Software), or in any way attempt to reconstruct or discover any source code or underlying ideas or algorithms of any part of the Services (including any Client Software); (ii) access or use the Services (including any Client Software) in order to build a similar or competitive product or service or for the purposes of bringing an intellectual property infringement claim against Company; (iii) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any of the Services (including any Client Software); (iv) attempt to gain unauthorized access to the Services (and Customer shall make commercially reasonable efforts to prevent unauthorized third parties from accessing the Services (including any Client Software)); or (v) exceed the permitted number of devices, active users or students, teachers, faculty and staff in a school or district, in each case as specified in an Order.

(b) Customer shall not (i) access or attempt to access the administrative interface of the Services by any means other than through the interface that is provided by Company in connection with the Services, unless otherwise agreed in writing or (ii) intentionally engage in any activity that interferes with or disrupts the Services (or any servers or networks that are connected to the Services).

(c) Customer is responsible for all activity occurring under Customers' accounts for the Services by its authorized users. Customer shall notify Company within a commercially reasonable time of any unauthorized use of any user account or any unauthorized use of the Services. Customer may not access the Company Services in a manner intended to avoid incurring fees or provide incorrect information for an Order for purposes of reducing amounts payable to Company.

(d) Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the terms and conditions of this Agreement and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it reasonably believes may be (or is alleged to be) in violation of this Agreement or applicable laws and regulations.

(e) If Customer is a government entity, unit, agency, organization, entity or party (including a school or school district), then Customer represents, warrants and covenants that Customer has taken all actions, complied with all requirements, obtained all prior consents and reviews, and otherwise satisfied all prerequisites that may be necessary or appropriate to enable Customer to enter into and perform this Agreement in accordance with its terms and conditions.

(f) Where Customer's uses the Services to send emergency notifications, alerts or other messages to recipients, including via text/SMS, phone, prerecorded message, email or other electronic communication ("Electronic Communication"), Customer represents, warrants and covenants that: (i) it has provided (and will continue to provide) adequate notices and has obtained (and will continue to obtain) the necessary permissions and consents from each recipient to receive such Electronic Communications from or on behalf of Securly, including as required by the Telephone Consumer Protection Act ("TCPA") and the CAN-SPAM Act, each as amended and including the regulations, guidance, and orders promulgated pursuant to such each; (ii) it will not send any Electronic Communication to a recipient that has not consented to receive such communications from Customer; (iii) it will not send any Electronic Communication to any recipient that has specifically opted out of receiving Electronic Communications from Company; (iv) not send, direct Securly to send or otherwise direct or cause to be sent any Electronic Communication in violation of applicable law or this Section 6(f); (iv) it will maintain adequate records of consents and its compliance with this Section 6(f) and shall provide upon request any such records to Securly for inspection; and (vi) it will only send, direct to be sent or otherwise cause to be sent Electronic Messages to (A) students, parents, guardians, personnel and other authorized parties, and (B) only for emergency purposes (as defined pursuant to the TCPA).

(g) Where Customer's use of the Services include visitor management, verification and tracking of visitors and other individuals, and related services or applications ("VMS"): Customer represents, warrants and covenants that: (i) it is responsible for ensuring that its collection, use and disclosure of all information (including personal information) and its instructions to Securly comply with applicable laws; (ii) that has provided (and will continue to provide) adequate notices and has obtained (and will continue to obtain) the necessary permissions and consents from each relevant individual to the collection, use, disclosure and/or storage of their information; (iii) it will not use the VMS (or any other of the Services) for the purposes of obtaining or conducting, background checks, employment verification, hiring, promotion, retention, termination, or reassignment decisions including but not limited to with respect to vendors, employees, contractors, providers, volunteers or other personnel; or otherwise engaging in any activities that are regulated by the Fair Credit Reporting Act (as amended) and the regulations, guidance, and orders promulgated thereto ("FCRA") or other state or federal laws or regulations related to consumer credit reports and background checks.

(h) There is no applicable law, regulation, rule, or other governmental requirement (A) which in any way restricts or limits the duty of Customer to fully perform and comply with all obligations of Customer as set forth in this Agreement, or (B) which impairs the rights of Company as set forth in this Agreement; and (iii) the software for the

Services provided under this Agreement will be treated as “commercial computer software” and “commercial computer software documentation” under any applicable governmental laws, regulations or rules.

(i) If any software or documentation is acquired by or on behalf of a unit or agency of the United States Government, Customer agrees that such software or documentation is “commercial computer software” or “commercial computer software documentation” and that, absent a written agreement with Company to the contrary, Customer’s rights with respect to such software and documentation are, in the case of civilian agency use, Restricted Rights (as defined in FAR §52.227.19), and, if for DoD use, limited by the terms of this Agreement, pursuant to DFARS §227.7202.

7. Confidential Information

(a) “Confidential Information” means any and all non-public information provided or revealed by one party (“Discloser”) to the other party (“Recipient”) or otherwise learned by a party during the course of performance under this Agreement, including without limit software, programs, prices, processes, documentation, financial, marketing and other business information, and all other material or information that is identified at the time of disclosure as confidential or proprietary or which otherwise would reasonably be expected to be kept confidential. Confidential Information shall also include: (i) the Discloser’s planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods; (ii) the Discloser’s customer lists, sales, profits, organizational structure and restructuring, new business initiatives and finances; (iii) the Discloser’s services and products, product designs, and how such products are administered and managed; and (iv) the Discloser’s User Data. Recipient’s obligations of confidentiality shall not apply to information that: (1) is or becomes public through no fault or breach by Recipient, (2) is or becomes known to Recipient (either directly or rightfully through a third party) without an obligation of confidentiality, or (3) is independently developed by Recipient without use of or access or reference to Discloser’s Confidential Information.

(b) During the Term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement, or with respect to any Confidential Information that constitutes a trade secret of the Discloser, for so long as such information constitutes a trade secret, Recipient shall hold Discloser’s Confidential Information in confidence and will not disseminate or disclose the Confidential Information to any third party except its Personnel, as set forth herein, unless required by applicable law to do so. Recipient will protect Discloser’s Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event will Recipient use less than a reasonable degree of care. Recipient will use Discloser’s Confidential Information solely to the extent necessary to exercise its rights and obligations under this Agreement and will ensure that Confidential Information is disclosed only to its employees, contractors and other personnel (individually and collectively, “Personnel”) with a bona fide need to know and who are under binding written obligations of confidentiality with Recipient to protect Discloser’s Confidential Information substantially in accordance with the terms and conditions of this Agreement. The Recipient shall be responsible for any breach of this Section 7 by any Personnel. In addition, Recipient will implement and maintain appropriate technical and organizational measures to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the Confidential Information to be protected. Recipient may disclose Confidential Information to the limited extent required to by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient notifies the Discloser in writing in advance of such disclosure (unless prohibited by law from doing so) and provides the Discloser with copies of any related information so that the Discloser may take appropriate action to protect its Confidential Information.

(c) All Confidential Information is and shall remain the sole property of Discloser, and Recipient shall not acquire any rights or licenses therein except as expressly set forth in this Agreement. Recipient shall return to Discloser (or at Discloser's option, destroy) any and all Confidential Information and any other information and materials that contain such Confidential Information (including all copies in any form) immediately upon Discloser's written request, or upon the termination of this Agreement. Within ten (10) days following Discloser's written request, Recipient will provide Discloser with a written certification, as signed by an officer or executive level employee of Recipient, certifying compliance with this Section 7.

(d) Recipient acknowledges that the disclosure of Confidential Information in breach of the terms of this Section 7 may cause Discloser irreparable injury and damages that may be difficult to ascertain. Therefore, Discloser, upon a disclosure or threatened disclosure of any Confidential Information by Recipient or any Personnel, will be entitled to injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction upon an ex parte application by the Discloser to protect and recover its Confidential Information, and the Recipient will not object to the entry of an injunction or other equitable relief against the Discloser on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. Without limiting the foregoing, the Recipient will advise the Discloser immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the Receiver, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the Discloser, whether under this Agreement, at law, or in equity.

8. Billing and Payment

(a) The amount of the recurring fees associated with the use of the Services and the Support Services by Customer shall be as set forth in the Order (the "Fees"). Fees for Services may be charged based on the number of (i) devices or active Users, (ii) the number of students in a school or district, or (iii) students, teachers, faculty and staff in a school or district, as specified in an Order. Additionally, there may be other basis for calculating the Fees, as specified in the Order. The Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges ("Taxes"), and Customer will be responsible for payment of all such Taxes (other than taxes based on Company's income) and any penalties or charges that accrue with respect to the non-payment of any Taxes as well as government charges, and all reasonable expenses and attorneys' fees Company incurs collecting late amounts. All amounts payable under this Agreement will be payable in U.S. Dollars within thirty (30) days of receipt of invoice, unless specified otherwise in the Order or Customer is purchasing the Services and Support Services through an authorized reseller and the parties have agreed that Customer is to pay the authorized reseller directly. Payment of fees shall be made by the Customer prior to receiving the Services. The payment may be made by check or wire transfer. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). To the fullest extent permitted by law, Customer waives all (i) claims relating to charges unless claimed within sixty (60) days after invoicing, and (ii) refunds under any situations aside from those contemplated in this Agreement. Notwithstanding any fees for services posted on Company's website or otherwise published by Company, the parties acknowledge and agree that the Fees may only be modified as set forth below in the "Modification; Waiver" section of this Agreement.

(b) Assignment. Company may assign to a third party (an "Assignee") all of its right, title and interest in all or any of the Fees at any time. Upon any such assignment, Company will give Customer written notice thereof (a "Notice of Assignment"). The Notice of Assignment shall provide the name and contact information for the Assignee and shall instruct Customer to make payment of the assigned Fees to the Assignee. Upon receipt of a Notice of Assignment, (i) Customer shall sign the acknowledgement provision in such Notice of Assignment and return it to Company as provided in such Notice of Assignment and (ii) Customer shall be obligated to make all payments of the assigned Fees to the Assignee, notwithstanding the Order's payment instructions for such Fees.

(c) If Customer is purchasing the Services or Support Services (or both) through an authorized reseller, Customer shall pay the fees for the Services and Support Services, as applicable, on a timely basis directly to the authorized reseller. Without limiting Company's remedies under this Agreement, at law or in equity, Company reserves the right to suspend provision of the Services or Support Services (or both) and to terminate this Agreement should Customer fail to pay the authorized reseller on time, regardless of the reason.

9. Term and Termination

(a) This Agreement commences on the Effective Date and, unless terminated earlier in accordance with its terms and conditions, shall remain in effect for the initial period specified in the Order (or, if no period is specified in the Order, then for an initial period of twelve (12) months) (the "Initial Term"). This Agreement will thereafter continue for successive twelve (12) month periods (each, a "Renewal Term"), unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then-current term. The Initial Term, together with all Renewal Terms, are collectively referred to as the "Term".

(b) Either party may terminate this Agreement by giving written notice to the other party upon the occurrence of an Event of Default by the other party. For purposes of this Agreement, "Event of Default" means a breach by a party of any of its representations, warranties, or obligations under this Agreement, if such breach remains uncured for a period of thirty (30) days following receipt of written notice from the other party.

(c) Any and all provisions in this Agreement which would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership of materials, payment, taxes, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law.

10. Company Warranties, Company Disclaimers, and Exclusive Remedies

(a) Company warrants to Customer that it will provide the Services in all material respects as described in the applicable end user documentation, if any, and will provide such Services in a professional manner and in accordance with generally accepted industry practices. If the Services provided to Customer are not performed as warranted, Customer agrees that it must promptly provide a written notice to Company that describes the deficiency in the Services.

(b) COMPANY DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY COMPANY, AND (C) THE SERVICES WILL MEET CUSTOMER'S OR ITS USERS' NEEDS, REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF

SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT OR APPLICATIONS, OR THIRD PARTY CONTENT (INCLUDING PUBLICLY AVAILABLE DATA OR OTHER THIRD PARTY DATA) OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT (A) THAT THE SERVICES WILL COMPLY WITH THE REQUIREMENTS OF THE CHILDREN'S INTERNET PROTECTION ACT, (B) THAT THE SERVICES WILL FUNCTION TO PREVENT MINORS FROM BEING EXPOSED TO INAPPROPRIATE, HARMFUL, UNSAFE, OR OBSCENE CONTENT ONLINE, (C) THAT THE SERVICES WILL PREVENT OR OTHERWISE DISCOURAGE CYBERBULLYING OR SELF-HARM BY STUDENTS, (D) THAT THE SERVICES WILL DETECT ALL CYBERBULLYING AND SELF-HARM BY STUDENTS, OR (E) ALL SOCIAL MEDIA SITES, STREAMING MEDIA, WEB-BASED EMAIL SERVICES, CLOUD STORAGE SITES, OTHER INTERNET SITES (INCLUDING PORN, GAMBLING AND OTHER INAPPROPRIATE SITES FOR MINORS), DIRECT MESSAGES AND ELECTRONIC DOCUMENTS AND FILES WILL BE BLOCKED OR MONITORED OR (F) THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES INCLUDING BUT NOT LIMITED TO AND THIRD PARTY DATA OR THE RESULTS OF ANY QUERIES OR SEARCHES SUBMITTED BY CUSTOMER FOR PURPOSES OF SCREENING VISITORS, OR (G) THE SERVICES WILL DETECT OR PREVENT FROM ENTERING SCHOOL PREMISES ANY OR ALL INDIVIDUALS THAT ARE UNAUTHORIZED OR OTHERWISE PROHIBITED BY APPLICABLE LAW OR CUSTOMER POLICY FROM ENTERING OR VISITING CUSTOMER PREMISES OR PROPERTY.

(d) FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COMPANY CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER (AS DETERMINED SOLELY BY COMPANY IN ITS REASONABLE DISCRETION), THEN CUSTOMER MAY TERMINATE THE SERVICES AND COMPANY WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO COMPANY FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION. IN SUCH AN EVENT, COMPANY SHALL ALSO EXERCISE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH REASONABLE OPPORTUNITY TO ACCESS THE SERVICES FOR THE PURPOSES OF SECURING AND BACKING UP CUSTOMER'S USER DATA.

(e) TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, AND COMPANY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability

BOTH PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF TIME OR LOST PROFITS) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF WILLFUL OR GROSSLY NEGLIGENT BREACHES OF SECTION 7, AND WITHOUT AFFECTING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY OF ANY TYPE UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THIS PARAGRAPH DOES NOT APPLY TO CUSTOMER'S VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS.

12. Indemnification

(a) Customer Obligations. Customer shall defend Company against any claim, cause of action, suit or proceeding (each a "Claim") made or brought against Company by a third party arising out of or attributable to Customer's use of the Service (other than as expressly set forth in Section 12(b) below), and shall indemnify Company for any damages finally awarded against, and for reasonable attorney's fees incurred by, Company in connection with the Claim, on condition that Company (a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Company of all liability); and (c) provides reasonable assistance in connection with the defense (at Customer's reasonable expense).

(b) Company Obligations. Company shall defend Customer against any Claim made or brought against Customer by a third party alleging that Customer's use of the Service infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with the Claim, on condition that Customer (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless the settlement unconditionally release Customer of all liability); and (c) provides reasonable assistance in connection with the defense (at Company's reasonable expense). If a Claim is brought or threatened, or Company believes is likely to occur, Company may, at its option, (i) procure for Customer the right to use the Service, (ii) replace the Service with other suitable products, or (iii) refund any prepaid fees that have not been earned and terminate this Agreement upon notice. Company will have no liability under this Agreement or otherwise to the extent a Claim is based upon (a) use of the Service in combination with software, hardware or technology not provided by Company, if infringement would have been avoided in the absence of the combination, (b) modifications to the Service not made by Company, if infringement would have been avoided by the absence of the modifications, (c) use of any version other than a current release of the Service, if infringement would have been avoided by use of a current release, or (d) any action or omission of Customer for which Customer is obligated to indemnify Company under this Agreement. This Section 12(b) states the Company's sole liability to, and the Customer's exclusive remedy against, the Company for any type of intellectual property infringement claim.

13. Advertising and Public Announcements

Neither party will use the other party's name or marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval. Notwithstanding the foregoing, Company may publish Customer's name as part of a publicly-available list of Company's customers.

14. Relationship of the Parties

The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer- employee relationship, a partnership, fiduciary, or agency relationship or any association or joint venture between the parties.

15. Force Majeure

Except payment obligations, any delay in or failure of performance by a party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party, provided that the party affected by such event will immediately notify the other party and begin or resume performance as soon as practicable after the event has abated. If the act or condition beyond a party's reasonable control that prevents such party from performing any of its obligations under this Agreement continues for thirty (30) days or more, then the other party may terminate this Agreement immediately upon written notice to the non-performing party. Without limitation, act or condition beyond Company's reasonable control include all acts and omissions of Company's service providers. In the event of such termination by Customer, Company shall refund to Customer such fees for the terminated services that Customer pre-paid to Company for the period following the effective date of termination, and shall also exercise commercially reasonable efforts to provide Customer with reasonable opportunity to access the Services for the purpose of retrieving User Data. In all other instances of delay or failures on the part of Company under this Section 15 (i.e. wherein Customer does not or otherwise cannot terminate this Agreement pursuant to this Section 15), Customer shall not be entitled to any service credit or refund.

16. Binding Effect; Assignment; Third Parties

The terms and conditions of this Agreement shall be binding on the parties and all successors and permitted assigns of the foregoing. Customer may not assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Company's prior written consent. Company may freely assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Customer's consent, and nothing shall prohibit Company from hiring qualified subcontractors to perform any of the Services or Support Services, as provided herein. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement is intended for the sole and exclusive benefit of the parties, is not intended to benefit any third party, and only the parties may enforce this Agreement.

17. Modification; Waiver

All modifications to or waivers of any terms and conditions of this Agreement (including any exhibit) must be in a writing that is signed by the parties hereto and expressly references this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

18. Governing Law

This Agreement and all actions arising out of or in connection with this Agreement shall be construed under and governed by and interpreted in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

19. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court with jurisdiction over the parties to this Agreement, such invalid, illegal, or unenforceable provision shall be deleted from the Agreement, which shall then be construed to give effect to the remaining provisions thereof.

20. Notices

All notices, consents and approvals under this Agreement must be delivered in writing by personal delivery, courier, express mail service, or by certified or registered mail, (postage prepaid and return receipt requested) or by e-mail, with reasonable confirmation of receipt, to the other party at the address set forth on at the beginning of this Agreement (in the case of Company) or the Order (in the case of Customer), or such other address as a party may designate from time to time by written notice to the other party. Notice given by mail shall be effective five (5) days after the date of mailing, postage prepaid and return receipt requested. Notice by personal delivery, courier service, or express mail service shall be effective upon delivery.

21. Interpretation

This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The section headings and captions in this Agreement are for convenience of reference only and have no legal effect.

22. Entire Agreement

This Agreement and the Privacy Policy constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written representations, agreements or communications, including, without limitation, any quotations or proposals submitted by Company that are not shown in the Order or any policies or terms for the Services posted on www.securly.com other than the Privacy Policy.



2024-2027 SPECIAL BUY AGREEMENT

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

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

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

4. **Term.** This Agreement is effective on August 1, 2024 ("Effective Date") and shall continue until 12:00 midnight (CST) on July 31, 2027, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.
5. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
6. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
7. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
 - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to,

name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

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

the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

8. Termination.

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

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

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

- (1) Insolvent;
- (2) Makes a general assignment for the benefit of creditors;
- (3) Files a voluntary petition of bankruptcy;
- (4) Suffers or permits the appointment of a receiver for its business or assets;

- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- (6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

9. Indemnification.

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

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

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

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

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

10. 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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.

16. 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.

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

[REDACTED]

18. 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.

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

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

With copy to:

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

Contractor:

[REDACTED]
[REDACTED]
[REDACTED]

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

20. 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.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. Attachments.** Attachments to this Agreement include the following:
- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
 - Exhibit B – Payment Terms & Schedule
 - Exhibit C – Summary of Project Deliverables
 - Exhibit D - Vendor Software License Agreement

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

CONTRACTOR

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

COOPERATIVE

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

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

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. Product Information URL:

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>



2024-2027 SPECIAL BUY AGREEMENT

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

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

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

4. **Term.** This Agreement is effective on July 1, 2024 ("Effective Date") and shall continue until 12:00 midnight (CST) on June 30, 2027, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.
5. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
6. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
7. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
 - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to,

name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

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

the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

8. Termination.

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

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

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

- (1) Insolvent;
- (2) Makes a general assignment for the benefit of creditors;
- (3) Files a voluntary petition of bankruptcy;
- (4) Suffers or permits the appointment of a receiver for its business or assets;

- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- (6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

9. Indemnification.

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

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

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

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

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

10. 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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.

16. 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.

17. Taxpayer Identification. Contractor's federal employer identification number is:
39-1559474 [REDACTED]

18. 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.

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

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

With copy to:

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

Contractor: Renaissance Learning, Inc. [REDACTED]
Attn: General Counsel [REDACTED]
PO Box 8036
Wisconsin Rapids, WI 54495-8036 [REDACTED]

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

20. 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.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. Attachments.** Attachments to this Agreement include the following:
- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
 - Exhibit B – Payment Terms & Schedule
 - Exhibit C – Summary of Project Deliverables
 - Exhibit D - Vendor Software License Agreement

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

CONTRACTOR

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

COOPERATIVE

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

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

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. Product Information URL:

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

BOLD STEPS Nebraska ESU Coordinating Council 2022 - 2025

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

Lead

Advocate

Influence

Invest

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

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

Influence statewide decisions and actions with reliable data processes and information

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

4 BOLD STEPS

ESUCC 4 Bold Steps

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

Lead

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

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

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

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

Support additional collaboration among the ESUs

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

Advocate

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

Champion professional learning for members of the NE education community

Support Recruitment, Retention, Employee engagement, Human Capital

Promote equitable resources and programs ALL statewide

Advocate for fiscal resources

Identify needs and gaps in programs within school districts

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

Influence

Influence statewide decisions and actions with reliable data processes and information

Continue to refine SIMPL

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

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

- Shared outcomes and results from the Standards' Reviews

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

Invest

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

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

Continue to refine the use of SIMPL

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

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

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

ESUCC
Executive Committee Committee Meeting
Tuesday, May 7, 2024, 11:00 AM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 5/1/24

Attendance Taken at 11:00 AM.

Bill Heimann (ESU 01): Present
Dan Schnoes (NE) (ESU 03): Present
Dr. Brenda McNiff (ESU 05): Present
Dr John Skretta (ESU 06): Present
Geraldine Erickson (ESU 17): Present

1. Call to Order

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

Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site.

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

Closed Session:

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

Call to order at 11:00 AM

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana

2. Roll Call

3. Agenda Item

3.1. Financials

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

The Treasurer gave updates on the claims, financials statements, and assets for the month of March.

Approve Claims, Financials Statements, and Assets for Month of March Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Schnoes (NE), Dan (ESU 03).

Bill Heimann (ESU 01): Yea

Dan Schnoes (NE) (ESU 03): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr John Skretta (ESU 06): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

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

\$323,330.75

The Treasurer gave updates on the April expenses to be paid in May.

Approval of April Expenses to be paid in May Passed with a motion by Erickson, Geraldine (ESU 17) and a second by McNiff, Dr. Brenda (ESU 05).

Bill Heimann (ESU 01): Yea

Dan Schnoes (NE) (ESU 03): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr John Skretta (ESU 06): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

3.1.3. Monthly Staff Budget Meeting

Update on the monthly budget meeting.

3.1.4. Approve to review, discuss, and take all action necessary to pay bills and sign contracts in June, July and August in the absence of meetings

Approve to review, discuss, and take all action necessary to pay bills and sign contracts in June, July and August in the absence of meetings with a payment to ESU 17 for fiscal payment to be paid on the first of each month.

Approve to review, discuss, and take all action necessary to pay bills and sign contracts in June, July and August in the absence of meetings with a payment to ESU 17 for fiscal payment to be paid on the first of each month Passed with a motion by Schnoes (NE), Dan (ESU 03) and a second by McNiff, Dr. Brenda (ESU 05).

Bill Heimann (ESU 01): Yea

Dan Schnoes (NE) (ESU 03): Yea

Dr. Brenda McNiff (ESU 05): Yea
Dr John Skretta (ESU 06): Yea
Geraldine Erickson (ESU 17): Yea
Yea: 5, Nay: 0

3.2. Executive Committee

3.2.1. CEO Contract Amendment

The President discussed the need for the CEO Contract amendment.

Approve the CEO Contract amendment Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Schnoes (NE), Dan (ESU 03).

Bill Heimann (ESU 01): Yea
Dan Schnoes (NE) (ESU 03): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr John Skretta (ESU 06): Yea
Geraldine Erickson (ESU 17): Yea
Yea: 5, Nay: 0

3.2.2. Approve New ESUCC Executive Board

President Elect - Laura Barrett or Bill Heimann

If Bill, that Secretary also.

Discussion on the Executive Board structure. Bill Heimann will be President-Elect and Laura Barrett will become the new Secretary.

Approve Bill Heimann as President-Elect and Laura Barrett as the Secretary starting July 1, 2024 Passed with a motion by Schnoes (NE), Dan (ESU 03) and a second by Erickson, Geraldine (ESU 17).

Bill Heimann (ESU 01): Yea
Dan Schnoes (NE) (ESU 03): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr John Skretta (ESU 06): Yea
Geraldine Erickson (ESU 17): Yea
Yea: 5, Nay: 0

3.2.3. Approve Governmental Relations

\$3306/per ESU

Executive Director gave updates on the governmental relations contract.

Approve the Government Relations contract with increase of fees in MSA to \$3306 Passed with a motion by Heimann, Bill (ESU 01) and a second by Erickson, Geraldine (ESU 17).

Bill Heimann (ESU 01): Yea
Dan Schnoes (NE) (ESU 03): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr John Skretta (ESU 06): Yea
Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

3.2.4. Final MSA 2024-2025

Reviewed the update for Governmental Relations.

4. Next Meeting Agenda Items

5. Adjournment

Meeting adjourned at 11:44 PM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}



LOBBY RETAINER AGREEMENT

Educational Service Unit Coordinating Council (Client) hereby retains Bromm & Associates (Lobbyist) to represent the Client before the Nebraska Legislature during the 2024 interim, and the 2025 and 2026 Legislative Sessions through March 1, 2026. The purpose is to provide lobby services to monitor educational related issues of concern to the Client.

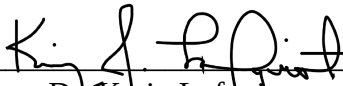
The Client agrees it will pay on the following schedule:
\$28,000.00 for lobbying and \$200.00 registration fee on or before November 1, 2024
\$28,000.00 on or before March 1, 2025
\$28,000.00 for lobbying and \$200.00 registration fee on or before November 1, 2025
\$28,000.00 on or before March 1, 2026

If unexpected or unusual expenses are expected to be incurred, the Lobbyist will obtain prior approval from the client prior to incurring any such additional expenses.

The Lobbyist will report directly to the Executive Director. Lobbyist will attend relevant meetings and hearings, monitor the relevant legislation, consult on strategy and other communications with Senators. Lobbyist will file all reports with the Accountability and Disclosure Commission required by law to be filed by the retained Lobbyist. The Client will file all reports with the Accountability and Disclosure Commission required to be filed by principal.

Dated this 3rd day of May, 2024.

EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL

By 
Dr. Kraig Lofquist,
Executive Director

BROMM & ASSOCIATES

By _____
Jason Bromm
Partner

2024-2025 Master Services Agreement
Between the
Educational Service Unit Coordinating Council and
Educational Service Unit ____

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____, 2024 ("effective date") by and between THE EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL, a political subdivision of the State of Nebraska, hereinafter referred to as "the Council" or "the ESUCC," and EDUCATIONAL SERVICE UNIT NO. ____, a political subdivision of the State of Nebraska referred to as "the ESU."

Recitals

Whereas, ESUCC is charged by NEB. REV. STAT. § 79-1245 with the administration of statewide education initiatives and provision of statewide education services;

Whereas, the ESU wishes to receive certain services and participate in certain Projects that are conducted by the ESUCC; and

Whereas, the ESU wishes to have certain services and initiatives made available to its member school districts.

Now, therefore, the ESUCC and the ESU agree as follows:

1. General Provisions

- a. Purpose. The purpose of this Agreement is to establish the general terms and conditions applicable to the education initiatives, services and projects (collectively "Projects") which ESUCC supplies to the ESU for the 2024-25 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU CC's Projects.
- b. Participation in Individual Projects. This Agreement outlines several Projects which ESUCC has undertaken for the statewide benefit of Nebraska educational service units and their member school districts. Other than the statewide core service initiatives designated herein as required by Rule 84 of the Nebraska Department of Education, the ESU may choose to participate in some, but not all of the Projects referenced by this Agreement. The ESU shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate or make available to its member school districts. ESUCC is only obligated to provide services to the ESU for the Projects which the ESU has marked as provided herein.
- c. Term. The term of this Agreement shall be one (1) year, commencing on August 1, 2024 and ending on July 31, 2025.

- d. Provision of Services by ESUCC's Agents. The ESUCC may contract with third parties to provide some or all of the services described in this Agreement. The ESU hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESUCC in the implementation of such Projects including, but not limited to, invoicing, payment and administration necessary for the delivery of Project services in the name of ESUCC.
- e. Compliance with State Law. Each Party will comply with applicable laws in its performance hereunder and will advise the other of changes in laws that concern the conduct of the Projects and services contemplated by this Agreement. Each Party shall obtain and maintain all approvals required to perform its obligations under this Agreement.
- f. Right to Make Changes. ESUCC reserves the right in its sole discretion, to make changes to the operation of each of the individual Projects referred to herein, including, but not limited to, an increase in the fees charged for particular Projects, if the ESUCC determines that such fee increase is necessary for the continued operation of the particular Project, provided, however, that no such change shall have a material adverse impact on the ESU.
- g. New Projects. In the event ESUCC determines to offer a new Project during the term of this Agreement and the ESU wishes to participate in said new Project, the parties may describe the new Project in writing and incorporate that writing as a formal addendum to this Agreement.
- h. Amendments in Writing. Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.
- i. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- j. Assignment. The ESU shall not assign any right or delegate any obligation arising hereunder without the prior written consent of ESUCC. This provision does not prevent the ESU from allowing its member school districts to participate in some or all of the Projects described herein.
- k. Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of and be enforceable by each Party hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- l. Entire Agreement. This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, between the ESU and ESUCC concerning the subject matter addressed herein.
- m. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.
- n. Nondiscrimination. The parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU 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.
- o. Employment Eligibility Verification. The parties 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.

2. Professional Development Project (ESUPDO Project)

- a. Purpose of Professional Development Projects. One of the core services provided to school districts is professional development of their staff. Pursuant to Rule 84 of the Nebraska Department of Education, all ESUs are required to participate in statewide core service initiatives as established by the ESU Coordinating Council as a condition of accreditation. The ESUPDO Project is one of the mandatory statewide core service initiatives undertaken by the ESUCC. Mandatory participation includes financial support of the project pursuant to the terms set forth in this section.
- b. Professional Development Planning Committee. The ESUCC shall appoint educators and other experts to a Professional Development Planning Committee. The initial committee shall consist of members who possess expertise in professional development and specific curriculum areas including members from NDE and statewide initiatives/projects at the discretion of the ESUCC and its Executive Director. The Professional Development Planning Committee shall provide the ESUCC's Executive Director with suggestions and input on technical and other matters related to professional development and specific special projects involving educators' professional development, within the State of Nebraska. The ESUCC Executive Director may also form ad hoc committees from time to time to address matters relevant to the various Professional Development Initiatives.

- c. Annual Professional Development Program. The ESUCC will develop an annual program of professional development offerings that will assist the ESU and its member districts in providing professional development to educators statewide. The ESUCC will assist the ESU in meeting its obligations pursuant to Rule 84 of the Nebraska Department of Education in collaborating to create opportunities for educational training and staff development for the staff of educational service units, the Nebraska Department of Education, and school districts statewide.
- d. ESUPDO Project. The ESUPDO serves as a collaborative effort to provide statewide training and alignment of efforts for ESU employees and key NDE Staff statewide. Professional development is among the core services identified by state statute for ESU's. ESUPDO consists of four affiliate groups comprised of ESU employees across the seventeen ESU's with representation from essential NDE Staff.

These groups are:

- i. Staff Development Affiliate (SDA): Members are responsible for providing staff development for their school districts and assisting the Nebraska Department of Education efforts on statewide and local assessment as well as school improvement for Nebraska's school districts.
- ii. Teaching and Learning with Technology (TLT): The purpose of the Teaching and Learning with Technology Affiliate (TLT) is to connect educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom. This support is provided through school improvement efforts, professional development, and coordinated statewide projects, services, and efforts.
- iii. Network Operations Committee (NOC): NOC supports the extensive communications network within and among the ESU's and school districts. NOC provides network security and protocols for their districts and ESU's and ensures the communications network for distance education, internet, email, and phones are functioning and secure.
- iv. ESU Special Populations Directors (ESPD): This group consists of Special Education Directors and staff from across the state. This group was included in the ESUPDO as the need for special education professional development for special education and classroom teachers emerged in the age of standards and assessment. ESPD is involved with the Nebraska Department of Education in providing leadership for special education training and support.
- v. ESUPDO Fees. Each ESU will participate in the ESUPDO Project and contribute \$2,550 to fund the activities of the Professional Development Annual Program.

- e. Professional Development Special Projects. The ESUCC may also facilitate special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities. These special projects may include but are not limited to special education grant programs, NDE career education grant programs, and other grant or collaborative efforts that enhance statewide professional development.
- f. Fees for Participation in Specific Professional Development Activities. Professional Development activities may include registration, material, and other fees. Such fees will be set at no more than \$25 per person per day. Material and other fees will actually be incurred costs beyond normal registration. Any fees billed through an agent of ESUCC must identify the specific core activity provided on behalf of the ESUCC and be appropriately allocated by such agent in accordance with agreed upon billing practices. ESUCC will provide to each ESU that participates in the Professional Development Project invoices that detail the expenditures for each event or meeting. Participation fees shall be billed bi-annually by ESUCC during the academic year.

The following is a cost summary for this project:

Section 2	PD Annual Program Fees	\$ 2,550
	(Each ESU will participate.)	
Section 3	PD Participation Fees	\$ 25 per person per day
	(Each ESU will participate.)	
<i>MSA Fees for 2023-2024: \$2,400/\$20</i>		
	PD Participation Fees	\$ 20 per person per day

3. Service Implementation Model Process and Log (SIMPL): This service is a data-driven process to systematically identify the needs of our districts and develop services to fill the gaps. The SIMPL online tool allows ESUs to comprehensively assess the available services for optimal implementation at the school district level.

The following is a cost summary for this project.

SIMPL fee	Up to \$ 1,500
(Each ESU will participate.)	
<i>Fees for 2023-2024:</i>	<i>Up to \$1,500</i>

4. Digital Learning Services and Projects:
Encompassing Distance Education, Blended Learning, Open Educational (OER), Instructional Materials, and Learning Management Systems (LMS)

- a. Purpose of Digital Learning Services and Projects. The ESUCC shall provide distance education services including brokering and facilitating the exchange of distance education courses, the administration of learning management systems, and the assessment of distance education needs and evaluation of distance education services as provided for in NEB. REV. STAT. § 79-1248 and other state statutes and regulations. Additionally, the ESUCC is charged with the administration of state-wide initiatives and provision of statewide services among other duties in NEB. REV. STAT. § 79-1246. The ESUCC also has managed statewide services in “core services” as that term is defined in statute, including instructional materials services. The purpose of these services is to assure cost-efficient and equitable delivery of digital learning opportunities in partnership with educational service units, school districts, and other potential partners. The ESUCC Digital Learning Services and Projects promote statewide collaboration to provide students and school districts with access to a mix of different learning environments that best supports the combination of traditional face-to-face classroom methods with more technology-mediated activities.
- b. Nebraska Department of Education Rule 84. Pursuant to Rule 84, all ESUs are required to participate in statewide core service initiatives as established by the ESUCC as a condition of accreditation. Components of the Digital Learning Services and Projects are mandatory statewide services administered by the ESUCC and require financial support from all ESUs.
- c. Distance Education Brokering. The ESUCC will provide the Nebraska Virtual Instruction Source (NVIS) course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts. Funding for this service is provided by allocated State appropriation. If additional fees for distance education brokering become necessary, they will be approved by the ESUCC board through the approval process.
- d. Digital Learning Ad Hoc Committees: Ad hoc committees may form to address matters relevant to the Digital Learning Services and Projects. These committees will provide the ESUCC’s Executive Director and Digital Learning Coordinator with suggestions and input on technical and other matters related to distance education, digital learning, instructional materials, or learning management systems, within the State of Nebraska.
- e. Open Educational Resources (OER): The Nebraska OER hub is available to all ESUs and their district schools and offers statewide access to local and national open educational resources. The OER hub is a customized branded landing page on OER Commons, a product of ISKME. Within the Nebraska OER hub, collaborative statewide efforts with and between the Nebraska Department of

Education, the ESUCC, school districts and educators are possible and provide the support to curate and create quality open educational resources that are aligned to Nebraska curriculum. The cost for the platform and services is funded by the Digital Learning administration fee.

- f. Learning Object Repositories (LOR): ESUCC will coordinate **access** to digital libraries that enable educators from within participating ESUs to use educational resources that are aligned to academic standards. These digital libraries may include both free and subscription based services.
- g. Conditions of Participation.
 - i. Intellectual Property. The ESU and each of its participating school districts agree to comply with all relevant laws governing copyright and other intellectual property. The ESU agrees to hold ESUCC harmless for any violation of this provision by the ESU or its agents.
 - ii. No Assignment. No Party shall assign any of its rights or obligations under this Project without the prior written consent of the ESUCC's Executive Director or the ESUCC board.
- h. Fees. Each ESU will be invoiced a \$5,700 fee to support the administration of statewide Digital Learning Services and Projects. Mandatory participation includes financial support of the services pursuant to the terms set forth in this section. Additional fees may be determined and assessed by the ESUCC board to provide these necessary services.

The following is a cost summary for the project:

Digital Learning Administration	\$ 5,700
(Each ESU will participate.)	

MSA Fees for 2023-2024: \$ 5,700

- i. Optional Digital Learning Services and Projects. The Digital Learning Services and Projects are structured to allow ESUs to participate at the mandatory level or at an expanded level. The expanded optional services and projects supplement the statewide efforts in blended learning, open educational resources, instructional materials, and other digital learning products as recommended by appropriate affiliates. On an annual basis, ESUs may choose to participate in all or none of the expanded optional projects or services. Some of the services are made available to school districts directly when an ESU does not participate in the expanded optional services. Due to the nature of some projects, ESUs may not elect to withdraw or amend their participation mid-contract year after this Agreement has been approved.
 - i. OverDrive Professional Development Library. The ESUCC OverDrive Professional Library is a customized digital collection of ebooks and audiobooks for use by ESU staff across the state. Participating ESUs

contributed \$1,000 each for the initial start up to build the collection. ESUs that elected not to participate in the initial set-up can opt in at any time for a fee of \$1,000 plus any additional fees that have incurred since start up. Annual fees will be up to \$600 per ESU based upon the assessed need for additional books on current professional development topics as recommended by the affiliates. If an ESU chooses not to continue participation, access to the library will be terminated.

The following is a cost summary of the project:

OverDrive Professional Library **Up to \$ 600**

MSA Fees for 2023-2024: \$ Up to \$ 600

(On the Summary Page, please check the box if the ESU will participate in the service.)

- ii. Digital Learning: Special Projects. The goal of this project is to enhance education for all learners in Nebraska schools and ESUs. These projects may support the curation and creation of educational artifacts, the review and alignment of resources to the Nebraska State Standards and other indicators utilized by Nebraska schools, BlendEd projects, the promotion of existing instructional materials and digital learning resources, state endorsed LOR platforms, or any additional training. The TLT affiliate will submit project proposals to the ESUCC board for approval based upon identified assessed needs. It is recommended to budget up to \$7,500 per ESU for Special Projects. Any fees for Special Projects will be invoiced only when an actual cost is incurred.

The following is a cost summary of the project:

Digital Learning Special Projects **Up to \$ 7,500**

MSA Fees for 2023-2024: Up to \$ 7,500

5. Cooperative Purchasing Project

- a. Purpose of Cooperative Purchasing. The Cooperative Purchasing Project aggregates demand for certain items commonly purchased by school districts to get lower prices and more favorable terms from selected suppliers.
- b. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:
 - i. Combine statewide data relevant to cooperative purchasing in order to promote a valid basis upon which to solicit bids.
 - ii. Coordinate activities which are commensurate with updating and perpetuating proper specifications inherent within the bidding process.
 - iii. Prepare official bid documents and invite suppliers to bid in connection with supplies to be purchased by ESUCC and members.
 - iv. Prepare and cause to be published the official legal notices of the bid opening in connection with supplies to be purchased by ESUCC as required by applicable law or policy.
 - v. Conduct the public bid opening and resulting bid reviews in accordance with applicable Nebraska statutory “public lettings” provisions, if any, or ESUCC policy and practice, and be responsible for selecting bids based upon such provisions.
 - vi. Compile price lists and order sheets for each participating educational service unit and make such order lists and price sheets available through the Nebraska ESU Cooperative Purchasing Web Site or Marketplace.
 - vii. Provide technical support for ESUs and school districts in placing orders with suppliers through the Marketplace. Merchandise will be shipped as specified in bid terms and conditions
 - viii. Through the website, provide participating ESUs and school districts the capabilities to track items ordered, confirm receipt, check invoices and detect and report shortages.
 - ix. Retrieve order documents from the website and prepare aggregate orders to be sent to respective suppliers so that merchandise is shipped to each participating school/educational service unit.
 - x. Assist any participating school/educational service unit with problems related to the processing and delivery of orders from the suppliers.
 - xi. Participate in an annual audit of cooperative purchasing accounts and records conducted by a Certified Public Accountant.

(On the Summary Page, please check the box if the ESU will participate in the service.)

6. Student Services

a. Special Education Project

- i. Student Records System (SRS Project): SRS is an online special education record system designed to create all special education documents, required by Rule 51 and Rule 52, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides easy access to files via the internet. SRS training is provided across the state for district staff and college and university staff.
- ii. Project PARA: Project PARA is a web-based method for school districts to provide introductory training for their paraeducators. The Project assists schools in meeting the paraeducator training requirements. Project PARA is a collaborative effort between the University of Nebraska, the Nebraska Department of Education and Nebraska educational service units.
- iii. Fees. Each Participating ESU will pay a fee of \$6,000 to fund the Special Education Project.
- iv. Additional SRS Fee. School Districts that are members of one of the participating Parties to the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the following table.

<u>2024-2025</u>	<u>2025-2026</u>	<u>Tier</u>
\$192	\$202	<100
\$499	\$524	100-249
\$993	\$1043	250-499
\$2,982	\$3131	500-999
\$3,938	\$4135	1000-1999
\$4,922	\$5168	2000-3999
\$9,374	\$9643	4000-17999

The ESUCC will bill the ESU for the fees allocated to each of the ESU's participating member school districts.

The following is a cost summary of the project:

**Special Education Project
Additional SRS Fees (Tier)**

**\$6000.00
\$see chart above**

MSA Fees for 2023-2024: \$ 6,000

(On the Summary Page, please check the box if the ESU will participate in the service.)

b. 504 Plan

Section 504 of the Rehabilitation Act of 1973 is a federal law that prohibits discrimination against those that have a physical or mental impairment that substantially limits one or more major life activities. Section 504 is a function of regular education.

The ESUCC will bill the ESU for the fees allocated to each of the ESU's participating member school districts.

The following is a cost summary of the project:

504 Plan (No cost to current SRS Users) \$ 0.00

(On the Summary Page, please check the box if the ESU will participate in the service.)

7. Legislative and Governmental Relations Project

Purpose Legislative and Governmental Relations Project. The Legislative and Governmental Relations Project will assist member ESUs in strategically planning legislative initiatives that support the mission of the ESUCC and its member service units, tracking legislation that affects service units and state-wide educational efforts in the state, and influencing state lawmakers to support the vital work of the ESUCC, service units and public schools in the state of Nebraska.

Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:

- a. Solicit input and direction on legislative and governmental relations issues from its members through the ESUCC legislative committee and in other forums;
- b. Direct employees of ESUCC to draft, support or oppose state legislation related to matters affecting education in the state of Nebraska;
- c. Contract with experts in the field of governmental relations to assist the ESUCC in legislative and governmental matters

Fees. Each Participating ESU will pay a fee of \$3306 to be determined by the ESUCC board upon approval of relevant expert contracts to fund the Legislative and Governmental Relations Project. In no event will the fee for participation exceed ESUCC's actual costs.

The following is a cost summary for this project.

Govt. Relations	\$ 3306.00

<i>Govt. Relations (2023 -23)</i>	\$ 3000.00

(On the Summary Page, please check the box if the ESU will participate in the service.)

8. SPARQ Negotiations

In October 2023, fifteen ESUs entered into a contract with SPARQ Negotiations (**NOT** ESU 18 & ESU 19). SPARQ Negotiations is a web-based online data collection system used to compare settlement information, provide prevalency reports, view negotiated agreements and perform placement calculations ("Hosted Services")

SPARQ Negotiations (April 1, 2025- March 31, 2026) \$ 1000.00

Provided the amount invoiced is \$15,000, otherwise split the amount between the 15 active ESUs utilizing this service.

Fees for SPARQ Negotiations (April 1, 2024- March 31, 2025) \$ 1000.00

Summary of MSA Fees 2024-2025

Please check and initial the relevant boxes below indicating the services in which the Service Unit wishes to participate. (Please note all projects within the MSA are provided with either (1) a specific charge, (2) no charge for the project, or (3) a required participation fee for all ESUs.)

	<u>2023-2024</u>	<u>2024-2025</u>
ESUPDO with the following costs for PD services. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)		

Section 2 PD Annual Program Fees	\$ 2,400	\$ 2,550
Section 3 PD Participation Fees\$ 25 per person/per day		

SIMPL (Each ESU will participate.)

SIMPL	Up to \$ 1,500	Up to \$ 1,500

Digital Learning Services/Administration: Encompassing Distance Education, Blended, OER and other digital learning administrative functions. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)

Digital Learning Administration	\$ 5,700	\$ 5,700

☐ Digital Learning Projects/ESUCC Professional Library	\$ 600	\$ 600

Digital Learning/Special Projects

Learning Objects/Special Projects were combined	\$ 7,500	\$ 7,500
Budgeted amount - Projects subject to approval vote		

Coop Purchasing	\$ 0.00	\$ 0.00

Student Services

☐ SRS Special Education Project	\$ 6000	\$6,000
☐ SRS Additional SRS Fees (Tier)	(see table on pg. 10)	
☐ 504 Plan	\$ 0	\$ 0.00
☐ SRS Additional 504 Plan Fees (Tier)	(see table on pg. 11)	

Legislative and Governmental Relations

Govt. Relations	\$ 3,000	\$ 3,306

SPARQ Negotiations (NO ESU 18/19)

SPARQ Negotiations	*\$ 1,000	\$ 1,000

Provided the amount invoiced is \$15,000, otherwise split the amount between the 15 active ESUs utilizing this service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

FOR EDUCATIONAL SERVICE UNIT # ____:

☐ I certify that I have checked the relevant boxes above indicating the Projects in which the Service Unit wishes to participate.

OR

☐ I certify that the Service Unit Wishes to Participate in ALL of the above projects.

FOR THE EDUCATIONAL SERVICE UNIT:

(Signature)

(Date)

_____,
(Printed name)

(Title)

FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:

(Signature)

(Date)

Kraig J Lofquist
ESUCC Executive Director

Executive Committee Committee Meeting
Tuesday, May 7, 2024 11:00 AM
ESU No.10
76 Plaza Blvd
Kearney, NE 68845

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Financials
Committee Chair

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

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

3.1.3. Monthly Staff Budget Meeting
Committee Chair

3.1.4. Approve to review, discuss, and take all action necessary to pay bills and sign contracts in June, July and August in the absence of meetings
President

3.2. Executive Committee
Board President

3.2.1. CEO Contract Amendment
President

3.2.2. Approve New ESUCC Executive Board
President

3.2.3. Approve Governmental Relations

3.2.4. Final MSA 2024-2025

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

March 31, 2024

Checkbook Balances:

As of Sept. 1, 2023 \$2,534,228.86

As of March 1, 2024= \$4,441,368.62

	<u>March 2024 Receipts</u>	<u>March 2024 Disbursements</u>	<u>March 2023 Receipts</u>	<u>March 2023 Disbursements</u>
ESUCC Admin	\$22,487.12	(\$21,479.67)	\$11,827.65	(\$24,806.26)
COOP	\$22,944.20	(\$27,349.28)	\$26,580.63	(\$29,521.99)
DEC	\$586.33	(\$26,754.69)	\$0.00	(\$27,361.55)
IMAT	\$0.00	(\$8,887.58)	\$0.00	(\$8,583.27)
SRS	\$0.00	(\$43,026.28)	\$0.00	(\$40,587.19)
PDO	\$254,136.01	(\$81,129.47)	\$100.00	(\$314,096.13)
PS	\$0.00	(\$43,827.65)	\$27,317.72	(\$40,143.75)
PROJ PARA	\$0.00	(\$8,541.32)	\$0.00	(\$4,564.61)
	\$300,153.66	-\$260,995.94	\$65,826.00	-\$489,664.75
ESUCC Reserve	\$250,000.00			
As of March 31, 2024 =	\$4,480,526.34		March 31, 2023 =	\$3,998,005.39

Outstanding Receipts As Of 03/31/24:

ESUCC Admin.	\$0.00
ESUs, Sparq Negotiations	\$0.00
Canvas	\$10,726.50
School Renewals	\$10,726.50
NDE Funds for Instructure	\$0.00
COOP	\$36,551.12
Vendor Admin Fees	\$686.09
School Orders Worldbook/Movie Lic./Securly	\$6,067.50
AEPA/Special Buys/Food/Custodial Admin Fees	\$29,797.53
CRISIS/Threat Training	\$0.00
UNPPC Funds Due	
Duo Security	\$360.00
School Renewals	\$360.00
DEC	\$0.00
Kearney Public Schools, Andrew's Presentation	
IMAT	\$0.00
ISKME (NDE)	\$0.00
MSA Fees	\$0.00
PD Library/Sora (NDE)	\$0.00
NCN Cyber	\$0.00
Due from ESUs for Director Salary	
SRS	\$0.00
MSA Fees	\$0.00
Annual Member Fee (Tier Billing)	\$0.00
PDO	\$34,330.08
MSA Fees	\$0.00
PD Trainings/Reg. Fees	\$1,040.00
NDE, Robotics	\$0.00
NDE, Rivet Needs Assessment/Material **	\$33,290.08
PS	\$11,072.62
PowerSchool Membership Fees & PSCB	\$11,072.62
Total:	\$93,040.32

FY Net Activity 03/31/24

ESUCC Admin	\$280,045.14
COOP	\$229,721.87
DEC	\$123,417.84
IMAT	\$46,767.52
SRS	-\$162,731.27
PDO	\$1,043,623.50
PS	\$371,700.79
PROJ PARA	\$13,752.09
	\$1,946,297.48

Budget Notes/Comments, March 2024:

31.73%	Total Budget Usage
61.07%	Adjusted Budget Usage
58.31%	7-month Budget Project

Notes/Special Receipts, March 2024:

\$152,187.77	NDE, Canvas Funds
\$100,548.24	NDE, Robotics

Notes/Special Disbursements, March 2024:

\$1,200.00	ESU 10, NCN Cyber, Hardware
\$32,531.25	Rivet, NDE Grant Project
\$1,694.22	Scoby Bros., Admn & SRS Promotional Exp
\$202,349.55	ESU 17, Fiscal Agent Fees / Salaries

April Exp Payable May 2024 Total \$323,330.75

\$14,713.00	Apple Computer, Upgrading Hardware for Staff
\$5,000.00	Grindstone, Behavior Intervention Video
\$18,158.40	Instructure, Canvas LMS Implementation
\$4,964.38	PowerSchool, SIS/Enrollment for Yutan
\$2,825.04	Crisis Threat Training Reimbursements

Special Projects/Grants Status as of March 31, 2024:

\$10,365.45	SIMPL Expenditures

\$32,531.25 NDE, Rivet, Received 4/5/24

Adjusted Budget, March 2024

ORG UNIT	ACCOUNT TITLE		BUDGET	PERIOD EXP	ENCUMBRANCES	YEAR TO DATE ENC + EXP	AVAILABLE	YTD/ BUD
1202310100	20540 ADMIN BOARD EXP/DUES	ADVERTISING	\$2,300.00	\$1,002.80	\$0.00	\$1,899.56	\$400.44	82.59
1202310100	20810 ADMIN BOARD EXP/DUES	DUES/FEES	\$20,225.00	\$550.00	\$0.00	\$11,258.32	\$8,966.68	55.67
1202510100	20315 ADMIN FISCAL SERVICES	ACCT/AUDIT	\$8,244.00	\$300.00	\$0.00	\$8,910.00	-\$666.00	108.08
1202330100	20314 ADMIN LEGAL/GOVT RELATION	GOVT RELATIONS	\$57,200.00	\$0.00	\$0.00	\$25,900.00	\$31,300.00	45.28
1202330100	20317 ADMIN LEGAL/GOVT RELATION	LEGAL	\$7,200.00	\$475.20	\$0.00	\$3,676.62	\$3,523.38	51.06
1202560100	20531 ADMIN POSTAGE	POSTAGE/POSTAGE METER	\$350.00	\$9.84	\$0.00	\$100.17	\$249.83	28.62
1202530100	20550 ADMIN PRINT/PUB/DUP	PRINTING/BINDING	\$1,000.00	\$166.52	\$0.00	\$535.49	\$464.51	53.55
1202610100	20520 ADMIN RENT/LEASE	INSURANCE	\$11,917.00	\$665.00	\$0.00	\$6,675.00	\$5,242.00	56.01
1202610100	20440 ADMIN RENT/LEASE	RENT	\$3,191.00	\$240.49	\$0.00	\$1,468.42	\$1,722.58	46.02
1202320100	20333 ADMIN SALARY EXEC DIRECTO	MILEAGE	\$4,698.00	\$373.86	\$0.00	\$1,069.98	\$3,628.02	22.78
1202320100	20290 ADMIN SALARY EXEC DIRECTO	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320100	20330 ADMIN SALARY EXEC DIRECTO	PROF DEV	\$400.00	\$0.00	\$0.00	\$6,918.79	-\$6,518.79	1729.7
1202320100	20230 ADMIN SALARY EXEC DIRECTO	RETIREMENT	\$10,863.00	\$905.26	\$0.00	\$5,431.56	\$5,431.44	50
1202320100	20110 ADMIN SALARY EXEC DIRECTO	SALARIES	\$109,975.00	\$9,181.09	\$0.00	\$55,086.54	\$54,888.46	50.09
1202320100	20220 ADMIN SALARY EXEC DIRECTO	SOCIAL SECURITY	\$8,413.00	\$699.31	\$0.00	\$2,384.01	\$6,028.99	28.34
1202320100	20610 ADMIN SALARY EXEC DIRECTO	SUPPLIES	\$400.00	\$82.67	\$0.00	\$663.27	-\$263.27	165.82
1202320100	20580 ADMIN SALARY EXEC DIRECTO	TRAVEL (EXCEPT MILEAGE)	\$15,350.00	\$1,384.66	\$0.00	\$7,273.89	\$8,076.11	47.39
1202320100	20270 ADMIN SALARY EXEC DIRECTO	WORK COMP	\$440.00	\$35.37	\$0.00	\$212.22	\$227.78	48.23
1202800100	20333 ADMIN STAFF SALARY	MILEAGE	\$3,000.00	\$568.83	\$0.00	\$2,115.28	\$884.72	70.51
1202800100	20290 ADMIN STAFF SALARY	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800100	20230 ADMIN STAFF SALARY	RETIREMENT	\$4,573.00	\$381.12	\$0.00	\$2,286.72	\$2,286.28	50
1202800100	20110 ADMIN STAFF SALARY	SALARIES	\$46,300.00	\$3,858.37	\$0.00	\$23,150.21	\$23,149.79	50
1202800100	20220 ADMIN STAFF SALARY	SOCIAL SECURITY	\$2,909.00	\$241.28	\$0.00	\$1,447.68	\$1,461.32	49.77
1202800100	20580 ADMIN STAFF SALARY	TRAVEL (EXCEPT MILEAGE)	\$3,500.00	\$248.27	\$0.00	\$1,770.26	\$1,729.74	50.58
1202800100	20270 ADMIN STAFF SALARY	WORK COMP	\$186.00	\$15.06	\$0.00	\$90.36	\$95.64	48.58
1202580100	20530 ADMIN TECH SERVICES	COMPUTER/INTERNET/PHONE	\$582.00	\$0.00	\$0.00	\$217.00	\$365.00	37.29
1202580100	20320 ADMIN TECH SERVICES	CONTRACTED SERVICES	\$32,300.00	\$0.00	\$0.00	\$39,032.00	-\$6,732.00	120.84
1202580100	20734 ADMIN TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580100	20650 ADMIN TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$944.00	\$104.51	\$0.00	\$790.19	\$153.81	83.71
			\$356,460.00	\$21,489.51	\$0.00	\$210,363.54	\$146,096.46	59.01%
1202310620	20810 BL DEC BOARD EXP/DUES	DUES/FEES	\$235.00	\$0.00	\$0.00	\$0.00	\$235.00	0
1202320620	20290 BL DEC EXEC SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320620	20230 BL DEC EXEC SALARY/EXP	RETIREMENT	\$7,839.00	\$653.28	\$0.00	\$3,919.68	\$3,919.32	50
1202320620	20110 BL DEC EXEC SALARY/EXP	SALARIES	\$79,364.00	\$6,625.53	\$0.00	\$39,753.18	\$39,610.82	50.09
1202320620	20220 BL DEC EXEC SALARY/EXP	SOCIAL SECURITY	\$6,071.00	\$504.65	\$0.00	\$1,720.42	\$4,350.58	28.34
1202320620	20270 BL DEC EXEC SALARY/EXP	WORK COMP	\$317.00	\$25.52	\$0.00	\$153.12	\$163.88	48.3
1202510620	20315 BL DEC FISCAL SERVICES	ACCT/AUDIT	\$801.00	\$0.00	\$0.00	\$691.25	\$109.75	86.3
1202330620	20317 BL DEC LEGAL/GOVT RELATIO	LEGAL	\$700.00	\$46.20	\$0.00	\$357.46	\$342.54	51.07
1202560620	20531 BL DEC POSTAGE	POSTAGE/POSTAGE METER	\$300.00	\$1.52	\$0.00	\$6.42	\$293.58	2.14
1202530620	20550 BL DEC PRINT/PUB/DUP	PRINTING/BINDING	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1202250620	20640 BL DEC PRO DEV	PERIODICALS/BOOKS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202520620	20610 BL DEC PURCHASE/WAREHOUSE	SUPPLIES	\$500.00	\$41.41	\$0.00	\$41.41	\$458.59	8.28
1202610620	20440 BL DEC RENT/LEASE	RENT	\$5,568.00	\$441.36	\$0.00	\$2,670.79	\$2,897.21	47.97
1202800620	20733 BL DEC STAFF SALARY/EXP	FURNITURE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800620	20333 BL DEC STAFF SALARY/EXP	MILEAGE	\$4,000.00	\$692.78	\$0.00	\$2,289.69	\$1,710.31	57.24
1202800620	20290 BL DEC STAFF SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800620	20230 BL DEC STAFF SALARY/EXP	RETIREMENT	\$11,152.00	\$929.31	\$0.00	\$5,575.86	\$5,576.14	50
1202800620	20110 BL DEC STAFF SALARY/EXP	SALARIES	\$112,896.00	\$9,408.02	\$0.00	\$56,448.09	\$56,447.91	50
1202800620	20220 BL DEC STAFF SALARY/EXP	SOCIAL SECURITY	\$7,965.00	\$660.50	\$0.00	\$3,963.00	\$4,002.00	49.76

1202800620	20580	BL DEC STAFF SALARY/EXP	TRAVEL (EXCEPT MILEAGE)	\$6,747.00	\$361.16	\$0.00	\$2,576.51	\$4,170.49	38.19
1202800620	20270	BL DEC STAFF SALARY/EXP	WORK COMP	\$451.00	\$36.67	\$0.00	\$220.02	\$230.98	48.78
1202580620	20530	BL DEC TECH SERVICES	COMPUTER/INTERNET/PHONE	\$13,509.00	\$0.00	\$0.00	\$343.86	\$13,165.14	2.55
1202580620	20320	BL DEC TECH SERVICES	CONTRACTED SERVICES	\$3,950.00	\$0.00	\$0.00	\$359.99	\$3,590.01	9.11
1202580620	20290	BL DEC TECH SERVICES	OTHER BENEFITS	\$42.00	\$2.80	\$0.00	\$16.80	\$25.20	40
1202580620	20230	BL DEC TECH SERVICES	RETIREMENT	\$6,426.00	\$536.87	\$0.00	\$3,221.22	\$3,204.78	50.13
1202580620	20110	BL DEC TECH SERVICES	SALARIES	\$55,756.00	\$5,435.10	\$0.00	\$32,610.60	\$23,145.40	58.49
1202580620	20220	BL DEC TECH SERVICES	SOCIAL SECURITY	\$4,265.00	\$332.46	\$0.00	\$1,994.76	\$2,270.24	46.77
1202580620	20734	BL DEC TECH SERVICES	TECH HARDWARE	\$2,600.00	\$0.00	\$0.00	\$0.00	\$2,600.00	0
1202580620	20650	BL DEC TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$888.00	\$0.00	\$323.88	\$1,082.52	-\$194.52	121.91
1202580620	20270	BL DEC TECH SERVICES	WORK COMP	\$260.00	\$21.07	\$0.00	\$126.42	\$133.58	48.62
				\$333,102.00	\$26,756.21	\$323.88	\$160,143.07	\$172,958.93	48.08%
1202320600	20230	BL IMAT EXEC DIR SALARY/E	RETIREMENT	\$1,344.00	\$111.99	\$0.00	\$671.94	\$672.06	50
1202320600	20110	BL IMAT EXEC DIR SALARY/E	SALARIES	\$13,605.00	\$1,135.81	\$0.00	\$6,814.86	\$6,790.14	50.09
1202320600	20220	BL IMAT EXEC DIR SALARY/E	SOCIAL SECURITY	\$1,041.00	\$86.51	\$0.00	\$294.93	\$746.07	28.33
1202320600	20270	BL IMAT EXEC DIR SALARY/E	WORK COMP	\$54.00	\$4.38	\$0.00	\$26.28	\$27.72	48.67
1202510600	20315	BL IMAT FISCAL SERVICES	ACCT/AUDIT	\$801.00	\$0.00	\$0.00	\$691.25	\$109.75	86.3
1202330600	20317	BL IMAT LEGAL/GOVT RELATI	LEGAL	\$700.00	\$46.20	\$0.00	\$357.46	\$342.54	51.07
1202560600	20531	BL IMAT POSTAGE	POSTAGE/POSTAGE METER	\$50.00	\$0.00	\$0.00	\$1.26	\$48.74	2.52
1202520600	20320	BL IMAT PURCHASE/WAREHOU	CONTRACTED SERVICES	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0
1202520600	20900	BL IMAT PURCHASE/WAREHOU	OTHER PROGRAM PUCHASES	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	100
1202610600	20440	BL IMAT RENT/LEASE	RENT	\$1,563.00	\$130.14	\$0.00	\$780.84	\$782.16	49.96
1202800600	20333	BL IMAT STAFF SALARY/EXP	MILEAGE	\$1,035.00	\$0.00	\$0.00	\$164.41	\$870.59	15.89
1202800600	20290	BL IMAT STAFF SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800600	20230	BL IMAT STAFF SALARY/EXP	RETIREMENT	\$7,441.00	\$620.04	\$0.00	\$3,720.24	\$3,720.76	50
1202800600	20110	BL IMAT STAFF SALARY/EXP	SALARIES	\$75,325.00	\$6,277.05	\$0.00	\$37,662.25	\$37,662.75	50
1202800600	20220	BL IMAT STAFF SALARY/EXP	SOCIAL SECURITY	\$5,480.00	\$450.94	\$0.00	\$2,705.64	\$2,774.36	49.37
1202800600	20610	BL IMAT STAFF SALARY/EXP	SUPPLIES	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0
1202800600	20580	BL IMAT STAFF SALARY/EXP	TRAVEL (EXCEPT MILEAGE)	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
1202800600	20270	BL IMAT STAFF SALARY/EXP	WORK COMP	\$302.00	\$24.53	\$0.00	\$147.18	\$154.82	48.74
1202580600	20530	BL IMAT TECH SERVICES	COMPUTER/INTERNET/PHONE	\$13,352.00	\$0.00	\$0.00	\$335.84	\$13,016.16	2.52
1202580600	20734	BL IMAT TECH SERVICES	TECH HARDWARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202580600	20650	BL IMAT TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$1,345.00	\$0.00	\$0.00	\$459.37	\$885.63	34.15
				\$132,288.00	\$8,887.59	\$0.00	\$55,133.75	\$77,154.25	41.68%
1203575570	20315	CANVAS	ACCT/AUDIT	\$1,605.00	\$0.00	\$0.00	\$0.00	\$1,605.00	0
1203575570	20530	CANVAS	COMPUTER/INTERNET/PHONE	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0
1203575570	20320	CANVAS	CONTRACTED SERVICES	\$982,543.00	\$0.00	\$0.00	\$103,505.00	\$879,038.00	10.53
1203575570	20317	CANVAS	LEGAL	\$1,400.00	\$0.00	\$0.00	\$0.00	\$1,400.00	0
1203575570	20333	CANVAS	MILEAGE	\$20,000.00	\$223.78	\$0.00	\$2,763.89	\$17,236.11	13.82
1203575570	20330	CANVAS	PROF DEV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1203575570	20440	CANVAS	RENT	\$578.00	\$48.10	\$0.00	\$240.50	\$337.50	41.61
1203575570	20610	CANVAS	SUPPLIES	\$1,050.00	\$12.04	\$0.00	\$66.22	\$983.78	6.31
1203575570	20734	CANVAS	TECH HARDWARE	\$2,500.00	\$0.00	\$0.00	\$2,223.09	\$276.91	88.92
1203575570	20650	CANVAS	TECH SOFTWARE/SUPPLIES	\$1,136,400.00	\$0.00	\$0.00	\$1,137,073.66	-\$673.66	100.06
1203575570	20580	CANVAS	TRAVEL (EXCEPT MILEAGE)	\$15,000.00	\$1,890.29	\$0.00	\$3,190.37	\$11,809.63	21.27
1202800570	20230	CANVAS STAFF SALARIES	RETIREMENT	\$22,558.00	\$1,734.60	\$0.00	\$10,407.60	\$12,150.40	46.14
1202800570	20110	CANVAS STAFF SALARIES	SALARIES	\$228,380.00	\$17,560.58	\$0.00	\$105,363.48	\$123,016.52	46.14
1202800570	20220	CANVAS STAFF SALARIES	SOCIAL SECURITY	\$15,531.00	\$1,011.94	\$0.00	\$6,071.64	\$9,459.36	39.09
1202800570	20270	CANVAS STAFF SALARIES	WORK COMP	\$913.00	\$69.91	\$0.00	\$419.46	\$493.54	45.94
1202580570	20290	CANVAS TECH SALARIES	OTHER BENEFITS	\$0.00	\$1.40	\$0.00	\$8.40	-\$8.40	0
1202580570	20230	CANVAS TECH SALARIES	RETIREMENT	\$3,213.00	\$268.43	\$0.00	\$1,610.58	\$1,602.42	50.13

1202580570	20110	CANVAS TECH SALARIES	SALARIES	\$32,529.00	\$2,717.55	\$0.00	\$16,305.30	\$16,223.70	50.13
1202580570	20220	CANVAS TECH SALARIES	SOCIAL SECURITY	\$2,133.00	\$166.23	\$0.00	\$997.38	\$1,135.62	46.76
1202580570	20270	CANVAS TECH SALARIES	WORK COMP	\$130.00	\$10.53	\$0.00	\$63.18	\$66.82	48.6
				\$2,466,513.00	\$25,715.38	\$0.00	\$1,390,309.75	\$1,076,203.25	56.37%
1202310300	20540	COOP BOARD EXP/DUES	ADVERTISING	\$1,577.00	\$0.00	\$0.00	\$1,446.00	\$131.00	91.69
1202310300	20810	COOP BOARD EXP/DUES	DUES/FEES	\$10,190.00	\$0.00	\$0.00	\$30.00	\$10,160.00	0.29
1202320300	20290	COOP EXEC DIR SALARY/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320300	20230	COOP EXEC DIR SALARY/EXP	RETIREMENT	\$1,120.00	\$93.33	\$0.00	\$559.98	\$560.02	50
1202320300	20110	COOP EXEC DIR SALARY/EXP	SALARIES	\$11,338.00	\$946.50	\$0.00	\$5,679.00	\$5,659.00	50.09
1202320300	20220	COOP EXEC DIR SALARY/EXP	SOCIAL SECURITY	\$867.00	\$72.09	\$0.00	\$245.78	\$621.22	28.35
1202320300	20270	COOP EXEC DIR SALARY/EXP	WORK COMP	\$45.00	\$3.65	\$0.00	\$21.90	\$23.10	48.67
1202510300	20315	COOP FISCAL SERVICES	ACCT/AUDIT	\$8,496.00	\$0.00	\$0.00	\$8,492.50	\$3.50	99.96
1202330300	20820	COOP LEGAL/GOVT RELATIONS	JUDGEMENTS/SETTLEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202330300	20317	COOP LEGAL/GOVT RELATIONS	LEGAL	\$8,600.00	\$567.60	\$0.00	\$4,391.52	\$4,208.48	51.06
1202560300	20531	COOP POSTAGE	POSTAGE/POSTAGE METER	\$2,000.00	\$304.59	\$0.00	\$708.98	\$1,291.02	35.45
1202530300	20550	COOP PRINT/PUB/DUP	PRINTING/BINDING	\$250.00	\$17.50	\$0.00	\$105.00	\$145.00	42
1202520300	20900	COOP PURCHASE/WAREHOUSE/D	OTHER PROGRAM PUCHASES	\$160,166.00	\$0.00	\$421.01	\$160,165.26	\$0.74	100
1202520300	20610	COOP PURCHASE/WAREHOUSE/D	SUPPLIES	\$1,500.00	\$3.45	\$0.00	\$19.44	\$1,480.56	1.3
1202610300	20520	COOP RENT/LEASE	INSURANCE	\$384.00	\$32.00	\$0.00	\$192.00	\$192.00	50
1202610300	20440	COOP RENT/LEASE	RENT	\$9,150.00	\$698.53	\$0.00	\$4,191.17	\$4,958.83	45.81
1202800300	20333	COOP STAFF SALARIES/EXP	MILEAGE	\$5,099.00	\$0.00	\$0.00	\$1,303.47	\$3,795.53	25.56
1202800300	20290	COOP STAFF SALARIES/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800300	20230	COOP STAFF SALARIES/EXP	RETIREMENT	\$24,930.00	\$2,077.54	\$0.00	\$12,465.24	\$12,464.76	50
1202800300	20110	COOP STAFF SALARIES/EXP	SALARIES	\$252,389.00	\$21,032.44	\$0.00	\$126,194.62	\$126,194.38	50
1202800300	20220	COOP STAFF SALARIES/EXP	SOCIAL SECURITY	\$15,206.00	\$1,248.91	\$0.00	\$7,493.46	\$7,712.54	49.28
1202800300	20580	COOP STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$15,000.00	\$0.00	\$0.00	\$7,429.82	\$7,570.18	49.53
1202800300	20270	COOP STAFF SALARIES/EXP	WORK COMP	\$1,010.00	\$81.97	\$0.00	\$491.82	\$518.18	48.7
1202580300	20530	COOP TECH SERVICES	COMPUTER/INTERNET/PHONE	\$3,108.00	\$84.00	\$0.00	\$713.90	\$2,394.10	22.97
1202580300	20320	COOP TECH SERVICES	CONTRACTED SERVICES	\$7,200.00	\$93.50	\$0.00	\$1,102.00	\$6,098.00	15.31
1202580300	20734	COOP TECH SERVICES	TECH HARDWARE	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0
1202580300	20650	COOP TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$79,539.00	\$0.00	\$0.00	\$1,221.17	\$78,317.83	1.54
				\$622,164.00	\$27,357.60	\$421.01	\$344,664.03	\$277,499.97	55.40%
1203500577	20320	CSET CYBER	CONTRACTED SERVICES	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
1203500577	20650	CSET CYBER	TECH SOFTWARE/SUPPLIES	\$7,250.00	\$0.00	\$0.00	\$0.00	\$7,250.00	0
1202800577	20290	CSET CYBER SALARIES	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800577	20230	CSET CYBER SALARIES	RETIREMENT	\$5,472.00	\$0.00	\$0.00	\$0.00	\$5,472.00	0
1202800577	20110	CSET CYBER SALARIES	SALARIES	\$55,390.00	\$0.00	\$0.00	\$0.00	\$55,390.00	0
1202800577	20220	CSET CYBER SALARIES	SOCIAL SECURITY	\$3,434.00	\$0.00	\$0.00	\$0.00	\$3,434.00	0
1202800577	20270	CSET CYBER SALARIES	WORK COMP	\$804.00	\$0.00	\$0.00	\$0.00	\$804.00	0
				\$77,350.00	\$0.00	\$0.00	\$0.00	\$77,350.00	0.00%
1203500575	20320	DUO SECURITY	CONTRACTED SERVICES	\$43,100.00	\$0.00	\$0.00	\$0.00	\$43,100.00	0
				\$43,100.00	\$0.00	\$0.00	\$0.00	\$43,100.00	0.00%
1203500578	20333	NCN CYBER	MILEAGE	\$10,000.00	\$1,202.65	\$0.00	\$2,226.42	\$7,773.58	22.26
1203500578	20330	NCN CYBER	PROF DEV	\$6,159.00	\$0.00	\$0.00	\$1,500.00	\$4,659.00	24.35
1203500578	20734	NCN CYBER	TECH HARDWARE	\$5,100.00	\$1,200.00	\$108.16	\$1,308.16	\$3,791.84	25.65
1203500578	20580	NCN CYBER	TRAVEL (EXCEPT MILEAGE)	\$3,020.00	\$1,093.51	\$0.00	\$1,936.99	\$1,083.01	64.14
1202800578	20290	NCN CYBER SALARIES	OTHER BENEFITS	\$406.00	\$0.00	\$0.00	\$0.00	\$406.00	0

1202800578	20230	NCN CYBER SALARIES	RETIREMENT	\$26,635.00	\$1,415.56	\$0.00	\$5,662.24	\$20,972.76	21.26
1202800578	20110	NCN CYBER SALARIES	SALARIES	\$341,583.00	\$14,330.75	\$0.00	\$57,323.00	\$284,260.00	16.78
1202800578	20220	NCN CYBER SALARIES	SOCIAL SECURITY	\$16,714.00	\$1,096.31	\$0.00	\$4,385.24	\$12,328.76	26.24
1202800578	20610	NCN CYBER SALARIES	SUPPLIES	\$0.00	\$253.13	\$0.00	\$262.62	-\$262.62	0
1202800578	20270	NCN CYBER SALARIES	WORK COMP	\$3,909.00	\$57.38	\$0.00	\$229.52	\$3,679.48	5.87
				\$413,526.00	\$20,649.29	\$108.16	\$74,834.19	\$338,691.81	18.10%
1203500580	20320	PDO ADVISER CONTRACT SERV	CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202250560	20320	PDO CRISIS PRO DEV	CONTRACTED SERVICES	\$20,000.00	\$1.28	\$0.00	\$21,635.72	-\$1,635.72	108.18
1202250560	20333	PDO CRISIS PRO DEV	MILEAGE	\$11,000.00	\$0.00	\$0.00	\$844.80	\$10,155.20	7.68
1202250560	20550	PDO CRISIS PRO DEV	PRINTING/BINDING	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
1202250560	20330	PDO CRISIS PRO DEV	PROF DEV	\$46,638.00	\$399.00	\$0.00	\$45,769.16	\$868.84	98.14
1202250560	20230	PDO CRISIS PRO DEV	RETIREMENT	\$833.00	\$69.39	\$0.00	\$416.34	\$416.66	49.98
1202250560	20110	PDO CRISIS PRO DEV	SALARIES	\$8,430.00	\$702.51	\$0.00	\$4,215.06	\$4,214.94	50
1202250560	20220	PDO CRISIS PRO DEV	SOCIAL SECURITY	\$565.00	\$47.04	\$0.00	\$282.24	\$282.76	49.95
1202250560	20610	PDO CRISIS PRO DEV	SUPPLIES	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1202250560	20580	PDO CRISIS PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$11,000.00	\$129.00	\$0.00	\$303.39	\$10,696.61	2.76
1202250560	20270	PDO CRISIS PRO DEV	WORK COMP	\$34.00	\$2.75	\$0.00	\$16.50	\$17.50	48.53
1202250530	20580	PDO ESPD PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$1,000.00	\$0.00	\$0.00	\$15.00	\$985.00	1.5
1202330500	20317	PDO LEGAL/GOVT RELATIONS	LEGAL	\$2,500.00	\$0.00	\$0.00	\$585.00	\$1,915.00	23.4
1202250510	20330	PDO NOC PROF DEV	PROF DEV	\$53,050.00	\$671.64	\$0.00	\$1,953.19	\$51,096.81	3.68
1202560500	20531	PDO POSTAGE	POSTAGE/POSTAGE METER	\$250.00	\$3.84	\$0.00	\$61.29	\$188.71	24.52
1202520500	20610	PDO PURCHASE/WAREHOUSE/DI	SUPPLIES	\$500.00	\$0.00	\$0.00	\$589.35	-\$89.35	117.87
1202250520	20640	PDO SDA PRO DEV	PERIODICALS/BOOKS	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0
1202250520	20330	PDO SDA PRO DEV	PROF DEV	\$24,595.00	\$220.14	\$0.00	\$13,403.76	\$11,191.24	54.5
1202250520	20580	PDO SDA PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$1,807.07	-\$1,807.07	0
1202800500	20333	PDO STAFF SALARIES/EXP	MILEAGE	\$500.00	\$0.00	\$0.00	\$244.97	\$255.03	48.99
1202800500	20330	PDO STAFF SALARIES/EXP	PROF DEV	\$14,800.00	\$0.00	\$0.00	\$3,514.50	\$11,285.50	23.75
1202800500	20580	PDO STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0
1203500500	20320	PDO STATE GRANTS	CONTRACTED SERVICES	\$1,643,654.00	\$32,531.25	\$100,548.24	\$1,643,653.99	\$0.01	100
1202580500	20320	PDO TECH SERVICES	CONTRACTED SERVICES	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0
1202580500	20650	PDO TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$0.00	\$0.00	\$0.00	\$48.00	-\$48.00	0
1202250540	20330	PDO TLT PRO DEV	PROF DEV	\$18,050.00	\$0.00	\$0.00	\$14,001.52	\$4,048.48	77.57
1202250540	20580	PDO TLT PRO DEV	TRAVEL (EXCEPT MILEAGE)	\$0.00	\$0.00	\$0.00	\$20.00	-\$20.00	0
				\$1,861,649.00	\$34,777.84	\$100,548.24	\$1,753,380.85	\$108,268.15	94.18%
1202800590	20230	PROJ PARA SALARIES	RETIREMENT	\$8,018.00	\$725.91	\$0.00	\$4,355.46	\$3,662.54	54.32
1202800590	20110	PROJ PARA SALARIES	SALARIES	\$81,173.00	\$7,348.89	\$0.00	\$44,093.34	\$37,079.66	54.32
1202800590	20220	PROJ PARA SALARIES	SOCIAL SECURITY	\$4,921.00	\$437.32	\$0.00	\$2,623.92	\$2,297.08	53.32
1202800590	20270	PROJ PARA SALARIES	WORK COMP	\$380.00	\$29.20	\$0.00	\$175.20	\$204.80	46.11
1202580590	20320	PROJ PARA TECH SERVICE	CONTRACTED SERVICES	\$5,035.00	\$0.00	\$0.00	\$0.00	\$5,035.00	0
1202580590	20734	PROJ PARA TECH SERVICE	TECH HARDWARE	\$473.00	\$0.00	\$0.00	\$0.00	\$473.00	0
				\$100,000.00	\$8,541.32	\$0.00	\$51,247.92	\$48,752.08	51.25%
1203500576	20320	PROOF POINT	CONTRACTED SERVICES	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0
				\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
1202510200	20315	PS ACCT/AUDIT	ACCT/AUDIT	\$1,603.00	\$0.00	\$0.00	\$1,382.50	\$220.50	86.24
1202330200	20317	PS LEGAL SERVICE	LEGAL	\$1,400.00	\$92.40	\$0.00	\$714.87	\$685.13	51.06
1202610200	20520	PS RENT/LEASE	INSURANCE	\$2,650.00	\$0.00	\$0.00	\$0.00	\$2,650.00	0
1202610200	20440	PS RENT/LEASE	RENT	\$1,087.00	\$90.53	\$0.00	\$543.18	\$543.82	49.97

1202800200	20333	PS SALARIES	MILEAGE	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
1202800200	20290	PS SALARIES	OTHER BENEFITS	\$84.00	\$7.00	\$0.00	\$42.00	\$42.00	50
1202800200	20230	PS SALARIES	RETIREMENT	\$31,573.00	\$3,119.74	\$0.00	\$16,763.96	\$14,809.04	53.1
1202800200	20110	PS SALARIES	SALARIES	\$319,640.00	\$31,583.29	\$0.00	\$169,713.06	\$149,926.94	53.1
1202800200	20220	PS SALARIES	SOCIAL SECURITY	\$21,926.00	\$2,226.57	\$0.00	\$11,871.22	\$10,054.78	54.14
1202800200	20610	PS SALARIES	SUPPLIES	\$2,500.00	\$43.39	\$0.00	\$167.48	\$2,332.52	6.7
1202800200	20580	PS SALARIES	TRAVEL (EXCEPT MILEAGE)	\$15,000.00	\$0.00	\$300.00	\$6,296.79	\$8,703.21	41.98
1202800200	20270	PS SALARIES	WORK COMP	\$1,279.00	\$124.35	\$0.00	\$666.78	\$612.22	52.13
1202580200	20530	PS TECH SERVICE	COMPUTER/INTERNET/PHONE	\$2,500.00	\$0.00	\$0.00	\$186.00	\$2,314.00	7.44
1202580200	20320	PS TECH SERVICE	CONTRACTED SERVICES	\$555,245.00	\$6,209.40	\$0.00	\$369,438.14	\$185,806.86	66.54
1202580200	20734	PS TECH SERVICE	TECH HARDWARE	\$5,000.00	\$0.00	\$0.00	\$1,299.99	\$3,700.01	26
1202580200	20650	PS TECH SERVICE	TECH SOFTWARE/SUPPLIES	\$12,573.00	\$335.45	\$54.08	\$4,942.19	\$7,630.81	39.31
				\$989,060.00	\$43,832.12	\$354.08	\$584,028.16	\$405,031.84	59.05%

1202320400	20290	SRS EXEC DIR SALARIES/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202320400	20330	SRS EXEC DIR SALARIES/EXP	PROF DEV	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0
1202320400	20230	SRS EXEC DIR SALARIES/EXP	RETIREMENT	\$1,232.00	\$102.66	\$0.00	\$615.96	\$616.04	50
1202320400	20110	SRS EXEC DIR SALARIES/EXP	SALARIES	\$12,471.00	\$1,041.15	\$0.00	\$6,246.90	\$6,224.10	50.09
1202320400	20220	SRS EXEC DIR SALARIES/EXP	SOCIAL SECURITY	\$954.00	\$79.30	\$0.00	\$270.34	\$683.66	28.34
1202320400	20270	SRS EXEC DIR SALARIES/EXP	WORK COMP	\$50.00	\$4.01	\$0.00	\$24.06	\$25.94	48.12
1202510400	20315	SRS FISCAL SERVICES	ACCT/AUDIT	\$1,603.00	\$0.00	\$0.00	\$1,382.50	\$220.50	86.24
1202330400	20317	SRS LEGAL/GOVT RELATIONS	LEGAL	\$1,400.00	\$92.40	\$0.00	\$714.87	\$685.13	51.06
1202560400	20531	SRS POSTAGE	POSTAGE/POSTAGE METER	\$50.00	\$0.64	\$0.00	\$6.81	\$43.19	13.62
1202530400	20550	SRS PRINT/PUB/DUP	PRINTING/BINDING	\$300.00	\$55.51	\$0.00	\$157.53	\$142.47	52.51
1202520400	20610	SRS PURCHASE/WAREHOUSE/DI	SUPPLIES	\$500.00	\$796.54	\$0.00	\$1,168.61	-\$668.61	233.72
1202610400	20440	SRS RENT/LEASES	RENT	\$18,062.00	\$1,505.14	\$0.00	\$9,030.84	\$9,031.16	50
1202800400	20333	SRS STAFF SALARIES/EXP	MILEAGE	\$2,500.00	\$0.00	\$0.00	\$861.33	\$1,638.67	34.45
1202800400	20290	SRS STAFF SALARIES/EXP	OTHER BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1202800400	20230	SRS STAFF SALARIES/EXP	RETIREMENT	\$31,283.00	\$2,713.08	\$0.00	\$16,278.48	\$15,004.52	52.04
1202800400	20110	SRS STAFF SALARIES/EXP	SALARIES	\$316,691.00	\$27,466.46	\$0.00	\$164,798.81	\$151,892.19	52.04
1202800400	20220	SRS STAFF SALARIES/EXP	SOCIAL SECURITY	\$21,498.00	\$1,843.85	\$0.00	\$11,063.10	\$10,434.90	51.46
1202800400	20580	SRS STAFF SALARIES/EXP	TRAVEL (EXCEPT MILEAGE)	\$2,500.00	\$107.00	\$0.00	\$1,314.02	\$1,185.98	52.56
1202800400	20270	SRS STAFF SALARIES/EXP	WORK COMP	\$1,268.00	\$107.79	\$0.00	\$646.74	\$621.26	51
1202580400	20530	SRS TECH SERVICES	COMPUTER/INTERNET/PHONE	\$13,470.00	\$0.00	\$0.00	\$1,334.40	\$12,135.60	9.91
1202580400	20320	SRS TECH SERVICES	CONTRACTED SERVICES	\$68,735.00	\$783.09	\$0.00	\$835.72	\$67,899.28	1.22
1202580400	20290	SRS TECH SERVICES	OTHER BENEFITS	\$42.00	\$2.80	\$0.00	\$16.80	\$25.20	40
1202580400	20230	SRS TECH SERVICES	RETIREMENT	\$6,426.00	\$536.87	\$0.00	\$3,221.22	\$3,204.78	50.13
1202580400	20110	SRS TECH SERVICES	SALARIES	\$55,756.00	\$5,435.10	\$0.00	\$32,610.60	\$23,145.40	58.49
1202580400	20220	SRS TECH SERVICES	SOCIAL SECURITY	\$4,265.00	\$332.46	\$0.00	\$1,994.76	\$2,270.24	46.77
1202580400	20734	SRS TECH SERVICES	TECH HARDWARE	\$5,200.00	\$0.00	\$0.00	\$1,990.84	\$3,209.16	38.29
1202580400	20650	SRS TECH SERVICES	TECH SOFTWARE/SUPPLIES	\$3,396.00	\$0.00	\$0.00	\$2,026.42	\$1,369.58	59.67
1202580400	20270	SRS TECH SERVICES	WORK COMP	\$260.00	\$21.07	\$0.00	\$126.42	\$133.58	48.62
				\$579,912.00	\$43,026.92	\$0.00	\$258,738.08	\$321,173.92	44.62%
				\$7,995,124.00	\$261,033.78	\$101,755.37	\$4,882,843.34	\$3,112,280.66	61.07%

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
TIME: 11:50:18

ESU COORDINATING COUNCIL
PRINT COMBINING BALANCE SHEET

PAGE NUMBER: 1
STATMN81

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 7/24

FUND GROUP

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
09000	CASH	4,480,526.34	.00
TOTAL	CASH	4,480,526.34	.00
09296	PRE-PAID POSTAGE	45.68	.00
TOTAL	PRE-PAID POSTAGE	45.68	.00
TOTAL	ASSETS	4,480,572.02	.00
09401	ACCOUNTS PAYABLE	.00	968.31
TOTAL	ACCOUNTS PAYABLE	.00	968.31
TOTAL	LIABILITIES	.00	968.31
TOTAL	REV CONT	.00	6,727,043.60
TOTAL	EXP CONT	4,781,087.97	.00
TOTAL	RES FOR ENC	.00	101,755.37
TOTAL	ENC CONT	101,755.37	.00
TOTAL	REV BUD CONTL	15,387,396.00	.00
TOTAL	EXP BUD CONT	.00	15,387,396.00
TOTAL	FUND BALANCE	.00	2,533,648.08
TOTAL	EQUITIES	20,270,239.34	24,749,843.05
TOTAL	REPORT	24,750,811.36	24,750,811.36

3643 S 48th St
Lincoln NE 68506-4390

Account Number: 20611699

TEMP-RETURN SERVICE REQUESTED

>009705 5599067 0001 93630 10Z

02292275
MSP 1261

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



2024-04-05 RCVD

Managing Your Accounts



Customer Support 800.297.2837



Mailing Address P.O. Box 82535
Lincoln, NE 68501



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Bank Routing Number 104910795



Summary of Accounts

Account Type	Account Number	Ending Balance
BASIC BUSINESS	20611699	\$50,025.86

BASIC BUSINESS-20611699

Account Summary

Date	Description	Amount
03/01/2024	Beginning Balance	\$50,749.48
	20 Credit(s) This Period	\$537,666.54
	43 Debit(s) This Period	\$538,390.16
03/29/2024	Ending Balance	\$50,025.86

Account Activity

Post Date	Description	Debits	Credits	Balance
03/01/2024	Beginning Balance			\$50,749.48
03/01/2024	SIEMENS PAYMENTS 298691491		\$795.35	\$51,544.83
03/01/2024	STATE OF NE ST PAYMENT 262415220		\$101,123.24	\$152,668.07
03/01/2024	CHECK # 17253	\$375.00		\$152,293.07
03/04/2024	TRANSFER TO STFIT ACCOUNT 2531673001	\$102,000.00		\$50,293.07
03/04/2024	THE CINCINNATI BILLPAY THE CINCINNATI	\$665.00		\$49,628.07
03/04/2024	TRANSFER FROM STFIT ACCOUNT 2531673001		\$1,000.00	\$50,628.07
03/06/2024	INTERLINE BRANDS CORP PMT 1442769		\$2,662.20	\$53,290.27
03/07/2024	TRANSFER TO STFIT ACCOUNT 2531673001	\$3,000.00		\$50,290.27
03/07/2024	Sysco Corporatio PAYMENTS AY-000063824347		\$479.06	\$50,769.33
03/08/2024	CHECK # 17284	\$195.64		\$50,573.69
03/11/2024	DEPOSIT		\$58.80	\$50,632.49
03/11/2024	VISA PAYMENT 486551XXXXX9394	\$309.90		\$50,322.59
03/11/2024	VISA PAYMENT 486551XXXXX6830	\$1,204.67		\$49,117.92
03/11/2024	VISA PAYMENT 486551XXXXX1763	\$2,984.54		\$46,133.38
03/11/2024	CHECK # 17283	\$1,320.00		\$44,813.38
03/11/2024	TRANSFER FROM STFIT ACCOUNT 2531673001		\$6,000.00	\$50,813.38
03/12/2024	CHECK # 17264	\$222.03		\$50,591.35
03/12/2024	CHECK # 17277	\$535.00		\$50,056.35
03/12/2024	CHECK # 17262	\$692.78		\$49,363.57

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

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

Post Date	Description	Debits	Credits	Balance
03/12/2024	CHECK # 17272	\$202,349.55		-\$152,985.98
03/12/2024	TRANSFER FROM STFIT ACCOUNT 2531673001		\$203,000.00	\$50,014.02
03/13/2024	DEPOSIT		\$1,000.00	\$51,014.02
03/13/2024	CHECK # 17291	\$23.76		\$50,990.26
03/13/2024	CHECK # 17289	\$27.88		\$50,962.38
03/13/2024	CHECK # 17267	\$399.00		\$50,563.38
03/13/2024	CHECK # 17271	\$829.94		\$49,733.44
03/13/2024	CHECK # 17281	\$3,002.29		\$46,731.15
03/13/2024	CHECK # 17260	\$3,207.11		\$43,524.04
03/13/2024	TRANSFER FROM STFIT ACCOUNT 2531673001		\$8,000.00	\$51,524.04
03/14/2024	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,524.04
03/14/2024	CHECK # 17275	\$129.00		\$50,395.04
03/14/2024	CHECK # 17279	\$373.86		\$50,021.18
03/14/2024	CHECK # 17280	\$510.00		\$49,511.18
03/14/2024	CHECK # 17269	\$1,200.00		\$48,311.18
03/14/2024	TRANSFER FROM STFIT ACCOUNT 2531673001		\$2,000.00	\$50,311.18
03/15/2024	DEPOSIT		\$2,000.00	\$52,311.18
03/15/2024	STATE OF NE ST PAYMENT 262415220		\$152,187.77	\$204,498.95
03/15/2024	CHECK # 17270	\$31.12		\$204,467.83
03/15/2024	CHECK # 17278	\$54.08		\$204,413.75
03/15/2024	CHECK # 17274	\$199.00		\$204,214.75
03/15/2024	CHECK # 17285	\$296.27		\$203,918.48
03/15/2024	CHECK # 17266	\$2,546.29		\$201,372.19
03/18/2024	TRANSFER TO STFIT ACCOUNT 2531673001	\$151,000.00		\$50,372.19
03/18/2024	DEPOSIT		\$586.33	\$50,958.52
03/18/2024	Sysco Corporatio PAYMENTS AY-000063896963		\$15,811.10	\$66,769.62
03/18/2024	CHECK # 17265	\$407.46		\$66,362.16
03/18/2024	CHECK # 17288	\$1,694.22		\$64,667.94
03/19/2024	TRANSFER TO STFIT ACCOUNT 2531673001	\$14,000.00		\$50,667.94
03/19/2024	CHECK # 17261	\$23.29		\$50,644.65
03/19/2024	CHECK # 17282	\$220.00		\$50,424.65
03/19/2024	CHECK # 17268	\$671.64		\$49,753.01
03/19/2024	CHECK # 17286	\$32,531.25		\$17,221.76
03/19/2024	TRANSFER FROM STFIT ACCOUNT 2531673001		\$33,000.00	\$50,221.76
03/21/2024	CHECK # 17287	\$23.27		\$50,198.49
03/21/2024	CHECK # 17263	\$1,571.32		\$48,627.17
03/21/2024	TRANSFER FROM STFIT ACCOUNT 2531673001		\$2,000.00	\$50,627.17
03/25/2024	CHECK # 17273	\$214.00		\$50,413.17
03/27/2024	DEPOSIT		\$1,825.00	\$52,238.17
03/27/2024	INTERLINE BRANDS CORP PMT 1445167		\$3,137.69	\$55,375.86
03/27/2024	CHECK # 17151	\$350.00		\$55,025.86
03/28/2024	TRANSFER TO STFIT ACCOUNT 2531673001	\$5,000.00		\$50,025.86
03/28/2024	DEPOSIT		\$1,000.00	\$51,025.86
03/29/2024	TRANSFER TO STFIT ACCOUNT 2531673001	\$1,000.00		\$50,025.86
03/29/2024	Ending Balance			~~\$50,025.86~~

BASIC BUSINESS-20611699 (continued)

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
17151	03/27/2024	\$350.00	17269	03/14/2024	\$1,200.00	17281	03/13/2024	\$3,002.29
17253*	03/01/2024	\$375.00	17270	03/15/2024	\$31.12	17282	03/19/2024	\$220.00
17260*	03/13/2024	\$3,207.11	17271	03/13/2024	\$829.94	17283	03/11/2024	\$1,320.00
17261	03/19/2024	\$23.29	17272	03/12/2024	\$202,349.55	17284	03/08/2024	\$195.64
17262	03/12/2024	\$692.78	17273	03/25/2024	\$214.00	17285	03/15/2024	\$296.27
17263	03/21/2024	\$1,571.32	17274	03/15/2024	\$199.00	17286	03/19/2024	\$32,531.25
17264	03/12/2024	\$222.03	17275	03/14/2024	\$129.00	17287	03/21/2024	\$23.27
17265	03/18/2024	\$407.46	17277*	03/12/2024	\$535.00	17288	03/18/2024	\$1,694.22
17266	03/15/2024	\$2,546.29	17278	03/15/2024	\$54.08	17289	03/13/2024	\$27.88
17267	03/13/2024	\$399.00	17279	03/14/2024	\$373.86	17291*	03/13/2024	\$23.76
17268	03/19/2024	\$671.64	17280	03/14/2024	\$510.00			

* Indicates skipped check number

Overdraft and Returned Item Fees

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

CSTMTADV 1071 0001 124 07 20240330 PG 2 OF 4
02292275 50799203.14 0-0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 11, 2024
THIS CHECK IS MADE IN ACCORDANCE WITH
THE RULES OF NEBRASKA AND IS SUBJECT TO
THE BANK'S POLICY ON STOPPING CHECKS.
REPORT TO THE ACCOUNT OF:
NAME ESU (Continuing Care)
ACCOUNT NUMBER 20611699
AMOUNT \$ 58.80
⑆104910795⑆ 009

3/11/2024 \$\$58.80 0

TransDt=03/11/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000373221382
TransDt=03/11/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000373221382

3/11/2024 \$\$58.80 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 13, 2024
THIS CHECK IS MADE IN ACCORDANCE WITH
THE RULES OF NEBRASKA AND IS SUBJECT TO
THE BANK'S POLICY ON STOPPING CHECKS.
REPORT TO THE ACCOUNT OF:
NAME ESU (Continuing Care)
ACCOUNT NUMBER 20611699
AMOUNT \$ 1000.00
⑆104910795⑆ 009

3/13/2024 \$\$1,000.00 0

TransDt=03/13/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000374881587
TransDt=03/13/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000374881587

3/13/2024 \$\$1,000.00 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 15, 2024
THIS CHECK IS MADE IN ACCORDANCE WITH
THE RULES OF NEBRASKA AND IS SUBJECT TO
THE BANK'S POLICY ON STOPPING CHECKS.
REPORT TO THE ACCOUNT OF:
NAME ESU (Continuing Care)
ACCOUNT NUMBER 20611699
AMOUNT \$ 2000.00
⑆104910795⑆ 009

3/15/2024 \$\$2,000.00 0

TransDt=03/15/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000374881587
TransDt=03/15/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000374881587

3/15/2024 \$\$2,000.00 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 18, 2024
THIS CHECK IS MADE IN ACCORDANCE WITH
THE RULES OF NEBRASKA AND IS SUBJECT TO
THE BANK'S POLICY ON STOPPING CHECKS.
REPORT TO THE ACCOUNT OF:
NAME ESU (Continuing Care)
ACCOUNT NUMBER 20611699
AMOUNT \$ 586.33
⑆104910795⑆ 009

3/18/2024 \$\$586.33 0

TransDt=03/18/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000374881587
TransDt=03/18/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000374881587

3/18/2024 \$\$586.33 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE March 27, 2024
THIS CHECK IS MADE IN ACCORDANCE WITH
THE RULES OF NEBRASKA AND IS SUBJECT TO
THE BANK'S POLICY ON STOPPING CHECKS.
REPORT TO THE ACCOUNT OF:
NAME ESU (Continuing Care)
ACCOUNT NUMBER 20611699
AMOUNT \$ 1825.00
⑆104910795⑆ 009

3/27/2024 \$\$1,825.00 0

TransDt=03/27/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000374881587
TransDt=03/27/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000374881587

3/27/2024 \$\$1,825.00 0

CHECKING ACCOUNT DEPOSIT
UBT
Union Bank & Trust
DATE 3/28/24
THIS CHECK IS MADE IN ACCORDANCE WITH
THE RULES OF NEBRASKA AND IS SUBJECT TO
THE BANK'S POLICY ON STOPPING CHECKS.
REPORT TO THE ACCOUNT OF:
NAME ESU
ACCOUNT NUMBER 20611699
AMOUNT \$ 1000.00
⑆104910795⑆ 009

3/28/2024 \$\$1,000.00 0

TransDt=03/28/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000374881587
TransDt=03/28/24-Inst=UNION BANK & TRUST COMPANY
RefNum=104910795-ItemNum=000374881587

3/28/2024 \$\$1,000.00 0

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

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

CHECK DATE 11/16/2023 CHECK NO. 17182

AMOUNT \$*****350.00

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

TO THE ORDER OF ESU 2
6945 SOUTH 110TH STREET
OMAHA NE 68128-5722

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017151 41049107954 2061 1699*

3/27/2024 \$350.00 17151

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

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

CHECK DATE 02/09/2024 CHECK NO. 17263

AMOUNT \$*****375.00

BY THE SUM OF *****375 DOLLARS AND *00 CENTS

TO THE ORDER OF COLUMBUS PUBLIC SCHOOLS
2410 14TH STREET
COLUMBUS NE 68601

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017253 41049107954 2061 1699*

3/1/2024 \$375.00 17253

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

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

CHECK DATE 03/06/2024 CHECK NO. 17260

AMOUNT \$*****207.11

BY THE SUM OF *****207 DOLLARS AND *11 CENTS

TO THE ORDER OF ADRIE MCKELLEN
116 GARRETT ST
KEOSAUW NE 68372

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017260 41049107954 2061 1699*

3/13/2024 \$3,207.11 17260

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

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

CHECK DATE 03/06/2024 CHECK NO. 17261

AMOUNT \$*****23.29

BY THE SUM OF *****23 DOLLARS AND *29 CENTS

TO THE ORDER OF AINSWORTH STAR JOURNAL
PO BOX 145
AINSWORTH NE 68210

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017261 41049107954 2061 1699*

3/19/2024 \$23.29 17261

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

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

CHECK DATE 03/06/2024 CHECK NO. 17262

AMOUNT \$*****692.78

BY THE SUM OF *****692 DOLLARS AND *78 CENTS

TO THE ORDER OF ANDREW EASTON
3181 SOUTH 205TH STREET
OMAHA NE 68124

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017262 41049107954 2061 1699*

3/12/2024 \$692.78 17262

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

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

CHECK DATE 03/06/2024 CHECK NO. 17263

AMOUNT \$*****1,571.32

BY THE SUM OF *****1571 DOLLARS AND *32 CENTS

TO THE ORDER OF ANDREW BOELL
1228 N CLARKE AVE
POMEROY NE 68225

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017263 41049107954 2061 1699*

3/21/2024 \$1,571.32 17263

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

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

CHECK DATE 03/06/2024 CHECK NO. 17264

AMOUNT \$*****222.03

BY THE SUM OF *****222 DOLLARS AND *03 CENTS

TO THE ORDER OF BICARD JOHNSON
4123 S. 147TH STREET
OMAHA NE 68127

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017264 41049107954 2061 1699*

3/12/2024 \$222.03 17264

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

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

CHECK DATE 03/06/2024 CHECK NO. 17265

AMOUNT \$*****407.46

BY THE SUM OF *****407 DOLLARS AND *46 CENTS

TO THE ORDER OF DES MURKICK
11304 WOLFGARTH AVE
OMAHA NE 68144

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017265 41049107954 2061 1699*

3/18/2024 \$407.46 17265

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

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

CHECK DATE 03/06/2024 CHECK NO. 17266

AMOUNT \$*****2,546.29

BY THE SUM OF *****2546 DOLLARS AND *29 CENTS

TO THE ORDER OF ESU 2
6945 SOUTH 110TH STREET
OMAHA NE 68128-5722

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017266 41049107954 2061 1699*

3/15/2024 \$2,546.29 17266

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

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

CHECK DATE 03/06/2024 CHECK NO. 17267

AMOUNT \$*****399.00

BY THE SUM OF *****399 DOLLARS AND *00 CENTS

TO THE ORDER OF ESU 3
2408 WEST COURT
SEASIDE NE 68510

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017267 41049107954 2061 1699*

3/13/2024 \$399.00 17267

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

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

CHECK DATE 03/06/2024 CHECK NO. 17268

AMOUNT \$*****671.64

BY THE SUM OF *****671 DOLLARS AND *64 CENTS

TO THE ORDER OF ESU 7
2457 14TH AVENUE
COLUMBUS NE 68601

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017268 41049107954 2061 1699*

3/19/2024 \$671.64 17268

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

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

CHECK DATE 03/06/2024 CHECK NO. 17269

AMOUNT \$*****1,200.00

BY THE SUM OF *****1200 DOLLARS AND *00 CENTS

TO THE ORDER OF ESU 10
PO BOX 850
SEASIDE NE 68568-0850

PAY TO THE ORDER OF *Bea Starr*
TREASURER *Madeline Aiken*

00017269 41049107954 2061 1699*

3/14/2024 \$1,200.00 17269

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

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

CHECK DATE 03/15/2024 CHECK NO. 17270

AMOUNT \$*****31.12

By THE SUM OF *****31 DOLLARS AND 12 CENTS

TO THE ORDER OF ESU 13
PO BOX 858
HOLMES NE 67949

Bea Starr
Madeline Aiken

PO0017270# 41049107954 2061 1699P

3/15/2024 \$31.12 17270

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

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

CHECK DATE 03/13/2024 CHECK NO. 17271

AMOUNT \$*****829.94

By THE SUM OF *****829 DOLLARS AND 94 CENTS

TO THE ORDER OF ESU 16
334 KERRY LEE STREET
OMAHA NE 68133

Bea Starr
Madeline Aiken

PO0017271# 41049107954 2061 1699P

3/13/2024 \$829.94 17271

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

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

CHECK DATE 03/12/2024 CHECK NO. 17272

AMOUNT \$*****202,349.55

By THE SUM OF *****202349 DOLLARS AND 55 CENTS

TO THE ORDER OF ESU 17
297 NORTH MAIN STREET
AURORA NE 68210

Bea Starr
Madeline Aiken

PO0017272# 41049107954 2061 1699P

3/12/2024 \$202,349.55 17272

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

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

CHECK DATE 03/25/2024 CHECK NO. 17273

AMOUNT \$*****214.00

By THE SUM OF *****214 DOLLARS AND 00 CENTS

TO THE ORDER OF PARKFIELD INC
983 WINTER CREEK DRIVE
SCOTTSBLUFF NE 69361

Bea Starr
Madeline Aiken

PO0017273# 41049107954 2061 1699P

3/25/2024 \$214.00 17273

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

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

CHECK DATE 03/15/2024 CHECK NO. 17274

AMOUNT \$*****199.00

By THE SUM OF *****199 DOLLARS AND 00 CENTS

TO THE ORDER OF HANFORD INC - KANSAS
347 KANSAS STREET
KANSAS NE 68449

Bea Starr
Madeline Aiken

PO0017274# 41049107954 2061 1699P

3/15/2024 \$199.00 17274

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

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

CHECK DATE 03/14/2024 CHECK NO. 17275

AMOUNT \$*****129.00

By THE SUM OF *****129 DOLLARS AND 00 CENTS

TO THE ORDER OF HOLIDAY INN EXPRESS & SUITES
4809 NORTH 7TH STREET
SEATTLE NE 68118

Bea Starr
Madeline Aiken

PO0017275# 41049107954 2061 1699P

3/14/2024 \$129.00 17275

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

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

CHECK DATE 03/12/2024 CHECK NO. 17277

AMOUNT \$*****535.00

By THE SUM OF *****535 DOLLARS AND 00 CENTS

TO THE ORDER OF HOLIDAY INN EXPRESS
300 BUILDING FRONTAGE ROAD
PO BOX 708
SEATTLE NE 68118

Bea Starr
Madeline Aiken

PO0017277# 41049107954 2061 1699P

3/12/2024 \$535.00 17277

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

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

CHECK DATE 03/15/2024 CHECK NO. 17278

AMOUNT \$*****54.08

By THE SUM OF *****54 DOLLARS AND 08 CENTS

TO THE ORDER OF ACCREDITED.COM INC.
ACCOUNTS RECEIVABLE
PO BOX 73337
DALLAS TX 75373-3337

Bea Starr
Madeline Aiken

PO0017278# 41049107954 2061 1699P

3/15/2024 \$54.08 17278

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

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

CHECK DATE 03/14/2024 CHECK NO. 17279

AMOUNT \$*****373.86

By THE SUM OF *****373 DOLLARS AND 86 CENTS

TO THE ORDER OF GRADE SUPPORT
9112 CHERRY CIRCLE
LINCOLN NE 68506

Bea Starr
Madeline Aiken

PO0017279# 41049107954 2061 1699P

3/14/2024 \$373.86 17279

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

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

CHECK DATE 03/14/2024 CHECK NO. 17280

AMOUNT \$*****510.00

By THE SUM OF *****510 DOLLARS AND 00 CENTS

TO THE ORDER OF 1313 STOKESVILLE STREET
LINCOLN NE 68502

Bea Starr
Madeline Aiken

PO0017280# 41049107954 2061 1699P

3/14/2024 \$510.00 17280

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

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

CHECK DATE 03/13/2024 CHECK NO. 17281

AMOUNT \$*****3,002.29

By THE SUM OF *****3002 DOLLARS AND 29 CENTS

TO THE ORDER OF BECKER HILLER
5794 SW 42ND RD
COUNCIL BLUFFS NE 68311

Bea Starr
Madeline Aiken

PO0017281# 41049107954 2061 1699P

3/13/2024 \$3,002.29 17281

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

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

CHECK DATE 03/19/2024 CHECK NO. 17282

AMOUNT \$*****220.00

By THE SUM OF *****220 DOLLARS AND 00 CENTS

TO THE ORDER OF BECA
488 S 31ST STREET, SUITE B
LINCOLN NE 68503

Bea Starr
Madeline Aiken

PO0017282# 41049107954 2061 1699P

3/19/2024 \$220.00 17282

Nebraska KSU Coordinating Council
1252 East 4th Street
Arlington, NE 68210

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

CHECK DATE 03/11/2024 CHECK NO. 17283

AMOUNT \$*****1,320.00

By THE SUM OF *****1320 DOLLARS AND 00 CENTS

TO THE ORDER OF
PO BOX 1000
LINCOLN NE 68500

FOR DEPOSIT ONLY
233 SOUTH 13 STREET SUITE 1000
LINCOLN NE 68500

POD0017883# 6104910795C 2061 1699#

Be 1000
Jonathan Aiken

3/11/2024 \$51,320.00 17283

Nebraska KSU Coordinating Council
1252 East 4th Street
Arlington, NE 68210

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

CHECK DATE 03/08/2024 CHECK NO. 17284

AMOUNT \$*****195.64

By THE SUM OF *****195 DOLLARS AND 64 CENTS

TO THE ORDER OF
PRISCILLA QUINTERA
PO BOX 14
LINCOLN NE 68517

FOR DEPOSIT ONLY
233 SOUTH 13 STREET SUITE 1000
LINCOLN NE 68500

POD0017884# 6104910795C 2061 1699#

Be 1000
Jonathan Aiken

3/8/2024 \$5195.64 17284

Nebraska KSU Coordinating Council
1252 East 4th Street
Arlington, NE 68210

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

CHECK DATE 03/15/2024 CHECK NO. 17285

AMOUNT \$*****296.27

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

TO THE ORDER OF
QUARTER LEADERS USA, INC
PO BOX 123456
DALLAS TX 75112-0456

FOR DEPOSIT ONLY
233 SOUTH 13 STREET SUITE 1000
LINCOLN NE 68500

POD0017885# 6104910795C 2061 1699#

Be 1000
Jonathan Aiken

3/15/2024 \$5296.27 17285

Nebraska KSU Coordinating Council
1252 East 4th Street
Arlington, NE 68210

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

CHECK DATE 03/19/2024 CHECK NO. 17286

AMOUNT \$*****32,531.25

By THE SUM OF *****32531 DOLLARS AND 25 CENTS

TO THE ORDER OF
REVER EDUCATION LLC
32183 DUNDAS DRIVE
ST. FRANCISVILLE LA 70775

FOR DEPOSIT ONLY
233 SOUTH 13 STREET SUITE 1000
LINCOLN NE 68500

POD0017886# 6104910795C 2061 1699#

Be 1000
Jonathan Aiken

3/19/2024 \$532,531.25 17286

Nebraska KSU Coordinating Council
1252 East 4th Street
Arlington, NE 68210

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

CHECK DATE 03/21/2024 CHECK NO. 17287

AMOUNT \$*****23.27

By THE SUM OF *****23 DOLLARS AND 27 CENTS

TO THE ORDER OF
SACK COUNTY LEADER
PO BOX 455
SACKETT NE 68774

FOR DEPOSIT ONLY
233 SOUTH 13 STREET SUITE 1000
LINCOLN NE 68500

POD0017887# 6104910795C 2061 1699#

Be 1000
Jonathan Aiken

3/21/2024 \$523.27 17287

Nebraska KSU Coordinating Council
1252 East 4th Street
Arlington, NE 68210

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

CHECK DATE 03/18/2024 CHECK NO. 17288

AMOUNT \$*****1,694.22

By THE SUM OF *****1694 DOLLARS AND 22 CENTS

TO THE ORDER OF
DOVEY ECHO LLC
908 RICH STREET
ALBANY NY 60534

FOR DEPOSIT ONLY
233 SOUTH 13 STREET SUITE 1000
LINCOLN NE 68500

POD0017888# 6104910795C 2061 1699#

Be 1000
Jonathan Aiken

3/18/2024 \$51,694.22 17288

Nebraska KSU Coordinating Council
1252 East 4th Street
Arlington, NE 68210

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

CHECK DATE 03/13/2024 CHECK NO. 17289

AMOUNT \$*****27.88

By THE SUM OF *****27 DOLLARS AND 88 CENTS

TO THE ORDER OF
SACREVIEW EDWARD
PO BOX 145
SPRINGFIELD MO 65775

FOR DEPOSIT ONLY
233 SOUTH 13 STREET SUITE 1000
LINCOLN NE 68500

POD0017889# 6104910795C 2061 1699#

Be 1000
Jonathan Aiken

3/13/2024 \$527.88 17289

Nebraska KSU Coordinating Council
1252 East 4th Street
Arlington, NE 68210

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

CHECK DATE 03/13/2024 CHECK NO. 17291

AMOUNT \$*****23.76

By THE SUM OF *****23 DOLLARS AND 76 CENTS

TO THE ORDER OF
VALERIE WILSON WONG
PO BOX 145
SPRINGFIELD MO 65775

FOR DEPOSIT ONLY
233 SOUTH 13 STREET SUITE 1000
LINCOLN NE 68500

POD0017891# 6104910795C 2061 1699#

Be 1000
Jonathan Aiken

3/13/2024 \$523.76 17291

3643 S 48th St
Lincoln NE 68506-4390

NEBRASKA EDUCATIONAL SERVICE

Page 1 of 4

Account Number: 2531673001

TEMP-RETURN SERVICE REQUESTED 4-04-04 RCVD

>010555 5575857 0001 93630 10Z

Managing Your Accounts

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

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



2024-04-04 RCVD

NON FEDERALLY INSURED STFIT ACCOUNT

Summary of Accounts

Account Type	Account Number	Ending Balance
STFIT	2531673001	\$4,431,280.17

STFIT-2531673001

Account Summary

Date	Description	Amount
03/01/2024	Beginning Balance	\$4,391,793.05
	29 Credit(s) This Period	\$294,487.12
	7 Debit(s) This Period	\$255,000.00
03/29/2024	Ending Balance	\$4,431,280.17

Interest Summary

Description	Amount
Interest Earned From 03/01/2024 Through 03/29/2024	
Annual Percentage Yield Earned	5.11%
Interest Days	29
Interest Earned	\$17,487.12
Interest Paid This Period	\$17,487.12
Interest Paid Year-to-Date	\$54,750.98
Average Ledger Balance	\$4,404,586.15
Average Available Balance	\$4,404,586.15

Account Activity

Post Date	Description	Debits	Credits	Balance
03/01/2024	Beginning Balance			\$4,391,793.05
03/01/2024	YIELD FOR 02/29/24 AT 5.019			\$4,391,793.05
03/04/2024	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$102,000.00	\$4,493,793.05
03/04/2024	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$1,000.00		\$4,492,793.05
03/04/2024	YIELD FOR 03/01/24 AT 5.000			\$4,492,793.05
03/05/2024	YIELD FOR 03/04/24 AT 4.999			\$4,492,793.05
03/06/2024	YIELD FOR 03/05/24 AT 4.999			\$4,492,793.05
03/07/2024	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$3,000.00	\$4,495,793.05
03/07/2024	YIELD FOR 03/06/24 AT 4.997			\$4,495,793.05
03/08/2024	YIELD FOR 03/07/24 AT 4.996			\$4,495,793.05
03/11/2024	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$6,000.00		\$4,489,793.05
03/11/2024	YIELD FOR 03/08/24 AT 4.996			\$4,489,793.05
03/12/2024	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$203,000.00		\$4,286,793.05
03/12/2024	YIELD FOR 03/11/24 AT 4.999			\$4,286,793.05

SB6FG002

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

Post Date	Description	Debits	Credits	Balance
03/13/2024	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$8,000.00		\$4,278,793.05
03/13/2024	YIELD FOR 03/12/24 AT 5.001			\$4,278,793.05
03/14/2024	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$4,279,793.05
03/14/2024	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$2,000.00		\$4,277,793.05
03/14/2024	YIELD FOR 03/13/24 AT 5.000			\$4,277,793.05
03/15/2024	YIELD FOR 03/14/24 AT 5.001			\$4,277,793.05
03/18/2024	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$151,000.00	\$4,428,793.05
03/18/2024	YIELD FOR 03/15/24 AT 5.001			\$4,428,793.05
03/19/2024	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$14,000.00	\$4,442,793.05
03/19/2024	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$33,000.00		\$4,409,793.05
03/19/2024	YIELD FOR 03/18/24 AT 5.002			\$4,409,793.05
03/20/2024	YIELD FOR 03/19/24 AT 5.002			\$4,409,793.05
03/21/2024	TRANSFER TO BASIC BUSINESS ACCOUNT 20611699	\$2,000.00		\$4,407,793.05
03/21/2024	YIELD FOR 03/20/24 AT 4.994			\$4,407,793.05
03/22/2024	YIELD FOR 03/21/24 AT 5.002			\$4,407,793.05
03/25/2024	YIELD FOR 03/22/24 AT 5.002			\$4,407,793.05
03/26/2024	YIELD FOR 03/25/24 AT 5.003			\$4,407,793.05
03/27/2024	YIELD FOR 03/26/24 AT 5.005			\$4,407,793.05
03/28/2024	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$5,000.00	\$4,412,793.05
03/28/2024	YIELD FOR 03/27/24 AT 5.010			\$4,412,793.05
03/29/2024	TRANSFER FROM BASIC BUSINESS ACCOUNT 20611699		\$1,000.00	\$4,413,793.05
03/29/2024	YIELD FOR 03/28/24 AT 5.011			\$4,413,793.05
03/29/2024	INTEREST		\$17,487.12	\$4,431,280.17
03/29/2024	Ending Balance			\$4,431,280.17

CSTHADV 1071 0001 124 07 20240330 PG 2 OF 2
00767738 50793543.19 0-0

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March 2024 Bank Reconciliation:

Beginning Bank Balance: \$4,442,542.53

Cleared Deposits/Cash Receipts: \$ 282,666.54

Deposits \$ 24,339.27

Journal Entries \$ 258,327.27

Interest Earned: \$ 17,487.12

Cleared Checks/Payments: \$ 261,390.16

Payments Cleared \$ 261,390.16

Ending Bank Balance: \$4,481,306.03

Reconciliation Completed By: Priscilla Quintana 04/17/24

Deb Hericks 5/2/2024
Reconciliation Reviewed By: _____

DATE 04/17/2024
TIME 11:23:35

ESU COORDINATING COUNCIL
UNION BANK AND TRUST RECONCILIATION REPORT
RECONCILIATION SUMMARY

PAGE NUMBER 1
BNKACCTRCN

Statement Begin Date 03/02/2024
Statement End Date 03/31/2024

Statement Fiscal Year 24
Statement Fiscal Period 7

Reconciliation Complete Y

Bank Reconciliation

Bank Statement Beginning Balance	4,442,542.53
Cleared Deposits	24,339.27
Cleared A/P Payments	(261,390.16)
Cleared Payroll Payments	0.00
Cleared Journal Entries	258,327.27
Debit Adjustments	0.00
Credit Adjustments	0.00
Interest Earned	17,487.12
Bank Fees	<u>0.00</u>
Reconciled Ending Balance	4,481,306.03
Bank Ending Balance	<u>4,481,306.03</u>
Variance between Reconciliation Ending Balance and Bank Statement Ending Balance	0.00

General Ledger Reconciliation

Reconciled Ending Balance	4,481,306.03
Deposits in Transit	0.00
Uncleared A/P Payments	(779.69)
Uncleared Payroll Payments	<u>0.00</u>
Uncleared Journal Entries	0.00
Adjusted Balance Per Bank	4,480,526.34
General Ledger Ending Balance	4,480,526.34
Unposted Interest	0.00
Unposted Fees	<u>0.00</u>
Variance between Adjusted Balance per Bank and General Ledger Ending Balance	0.00

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
TIME: 11:23:37

ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
DEPOSITS LIST

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

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 03/02/2024	BEGINNING BALANCE: 4,442,542.53	INTEREST EARNED: 17,487.12
STATEMENT END DATE: 03/31/2024	ENDING BALANCE: 4,481,306.03	FEEES CHARGED: 0.00

CLEARED	DATE	RECEIPT	AMOUNT	DESCRIPTION	CONTROL NUMBER
DEPOSIT: BLANK 03/01/2024					
Y	03/05/2024		795.35	COOP SIEMENS/BRIGHTLY	030124PQ
Y	03/11/2024		42.54	COOP HUBERT ADMIN FEE	031124PQ
Y	03/14/2024		2,662.20	COOP INTERLINE	030624PQ
Y	03/14/2024		479.06	COOP SYSCO ADMN FEE	030724PQ
Y	03/18/2024		586.33	DEC PRESENTATION	031824PQ
Y	03/27/2024		825.00	CANVAS, ESU 2, BATTLE CRE	032724PQ
Y	03/28/2024		15,811.10	COOP SYSCO ADMN FEE	031724PQ
Y	03/28/2024		3,137.69	COOP INTERLINE ADMN FEE	032724PQ
DEPOSIT: BLANK 03/27/2024			24,339.27		
TOTAL A/P DEPOSITS			24,339.27		
TOTAL CLEARED A/P DEPOSITS			24,339.27		
TOTAL UNCLEARED A/P DEPOSITS			0.00		

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

PAGE NUMBER: 2
BNKACCTRCN
BANK ACCOUNT: UNION BANK AND TRUST

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 03/02/2024
STATEMENT END DATE: 03/31/2024

BEGINNING BALANCE: 4,442,542.53
ENDING BALANCE: 4,481,306.03
INTEREST EARNED: 17,487.12
FEES CHARGED: 0.00

CLEARED	CHECK DATE	CHECK NUMBER	AMOUNT	CHECK TYPE	CLEAR DATE	VENDOR	VENDOR NAME
N	11/16/2023	17104	163.32	MANUAL A/P		1339	NEBRASKA NOTARY ASSOCIATION
Y	11/16/2023	17151	350.00	MANUAL A/P	03/27/2024	1057	ESU 3
N	12/21/2023	17226	285.59	MANUAL A/P		1086	SCOTT ISAACSON
Y	02/09/2024	17253	375.00	MANUAL A/P	03/02/2024	1127	COLUMBUS PUBLIC SCHOOLS
Y	03/03/2024	EFT00230	665.00	MANUAL A/P	03/31/2024	1074	HOLIDAY INN EXPRESS
Y	03/08/2024	17260	3,207.11	MANUAL A/P	03/13/2024	1638	AIMEE MUEHLING
Y	03/08/2024	17261	23.29	MANUAL A/P	03/19/2024	1552	AINSWORTH STAR JOURNAL
Y	03/08/2024	17262	692.78	MANUAL A/P	03/12/2024	1466	ANDREW EASTON
Y	03/08/2024	17263	1,571.32	MANUAL A/P	03/21/2024	1796	ANDREW BOELL
Y	03/08/2024	17264	222.03	MANUAL A/P	03/12/2024	1050	BISHOP BUSINESS
Y	03/08/2024	17265	407.46	MANUAL A/P	03/18/2024	1061	DEB HERICKS
Y	03/08/2024	17266	2,546.29	MANUAL A/P	03/15/2024	1057	ESU 3
Y	03/08/2024	17267	399.00	MANUAL A/P	03/13/2024	1150	ESU 5
Y	03/08/2024	17268	671.64	MANUAL A/P	03/19/2024	1151	ESU 7
Y	03/08/2024	17269	1,200.00	MANUAL A/P	03/14/2024	1067	ESU 10
Y	03/08/2024	17270	31.12	MANUAL A/P	03/15/2024	1108	ESU 11
Y	03/08/2024	17271	829.94	MANUAL A/P	03/13/2024	1104	ESU 16
Y	03/08/2024	17272	202,349.55	MANUAL A/P	03/12/2024	1064	ESU 17
Y	03/08/2024	17273	214.00	MANUAL A/P	03/25/2024	1754	FAIRFIELD INN
Y	03/08/2024	17274	199.00	MANUAL A/P	03/15/2024	1661	HAMPTON INN - KEARNEY
Y	03/08/2024	17275	129.00	MANUAL A/P	03/14/2024	1395	HOLIDAY INN EXPRESS & SUITES
N	03/08/2024	17276	107.00	MANUAL A/P		1240	HOLIDAY INN EXPRESS
Y	03/08/2024	17277	535.00	MANUAL A/P	03/12/2024	1084	HOLIDAY INN EXPRESS
Y	03/08/2024	17278	54.08	MANUAL A/P	03/15/2024	1397	JOURNEYED.COM INC.
Y	03/08/2024	17279	373.86	MANUAL A/P	03/14/2024	1503	KRAIG LOFQUIST
Y	03/08/2024	17280	510.00	MANUAL A/P	03/14/2024	1041	NASB
Y	03/08/2024	17281	3,002.29	MANUAL A/P	03/13/2024	1640	NICOLE MULLER
Y	03/08/2024	17282	220.00	MANUAL A/P	03/19/2024	1390	NRCSA
Y	03/08/2024	17283	1,320.00	MANUAL A/P	03/11/2024	1633	PERRY, GUTHERY, HAASE & GESSFORD
Y	03/08/2024	17284	195.64	MANUAL A/P	03/08/2024	1076	PRISCILLA QUINTANA
Y	03/08/2024	17285	296.27	MANUAL A/P	03/15/2024	1516	QUADIENT LEASING USA, INC
Y	03/08/2024	17286	32,531.25	MANUAL A/P	03/19/2024	1756	RIVET EDUCATION LLC
Y	03/08/2024	17287	23.27	MANUAL A/P	03/21/2024	1553	ROCK COUNTY LEADER
Y	03/08/2024	17288	1,694.22	MANUAL A/P	03/18/2024	1556	SCOBY BROS LLC
Y	03/08/2024	17289	27.88	MANUAL A/P	03/13/2024	1554	SPRINGVIEW HERALD
N	03/08/2024	17290	223.78	MANUAL A/P		1787	TAMERA CHEATUM
Y	03/08/2024	17291	23.76	MANUAL A/P	03/13/2024	1555	VALENTINE MIDLAND NEWS
Y	03/08/2024	EFT00231	4,499.11	MANUAL A/P	03/31/2024	1039	UNION BANK & TRUST COMPANY
TOTAL A/P PAYMENTS			262,169.85				
TOTAL CLEARED A/P PAYMENTS			261,390.16				
TOTAL UNCLEARED A/P PAYMENTS			779.69				

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
BANK ACCOUNT RECONCILIATION REPORT
JOURNAL ENTRIES LIST

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

BANK ACCOUNT: UNION BANK AND TRUST

STATEMENT BEGIN DATE: 03/02/2024
STATEMENT END DATE: 03/31/2024

BEGINNING BALANCE: 4,442,542.53
ENDING BALANCE: 4,481,306.03
INTEREST EARNED: 17,487.12
FEES CHARGED: 0.00

CLEARED	DATE	JE NUMBER	AMOUNT	DESCRIPTION	CONTROL NO	JE DESCRIPTION
Y	03/05/2024	81	101,123.24	RECEIVABLE-RC- 030124PQ	030124PQ	RECEIVABLE-CASH
Y	03/11/2024	83	16.26	RECEIVABLE-RC- 031124PQ	031124PQ	RECEIVABLE-CASH
Y	03/13/2024	84	1,000.00	RECEIVABLE-RC- 031324PQ	031324PQ	RECEIVABLE-CASH
Y	03/15/2024	85	2,000.00	RECEIVABLE-RC- 031524PQ	031524PQ	RECEIVABLE-CASH
Y	03/15/2024	86	152,187.77	RECEIVABLE-RC- 031524PQ	031524PQ	RECEIVABLE-CASH
Y	03/27/2024	87	1,000.00	RECEIVABLE-RC- 032724PQ	032724PQ	RECEIVABLE-CASH
Y	03/28/2024	88	1,000.00	RECEIVABLE-RC- 032824PQ	032824PQ	RECEIVABLE-CASH
TOTAL A/P JOURNAL ENTRIES			258,327.27			
TOTAL CLEARED A/P JOURNAL ENTRIES			258,327.27			
TOTAL UNCLEARED A/P JOURNAL ENTRIES			0.00			

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
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ESU COORDINATING COUNCIL
BUDGET CONTROL STATUS

PAGE NUMBER: 1
BUDSTAT1

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 7/24

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01202250510 - PDO NOC PROF DEV							
20330	PROF DEV	53,050.00	671.64	.00	1,953.19	51,096.81	3.68
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
20640	PERIODICALS/BOOKS	.00	.00	.00	.00	.00	.00
TOTAL	PDO NOC PROF DEV	53,050.00	671.64	.00	1,953.19	51,096.81	3.68
ORG UNIT - 01202250520 - PDO SDA PRO DEV							
20330	PROF DEV	24,595.00	220.14	.00	13,403.76	11,191.24	54.50
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	1,807.07	-1,807.07	.00
20640	PERIODICALS/BOOKS	750.00	.00	.00	.00	750.00	.00
TOTAL	PDO SDA PRO DEV	25,345.00	220.14	.00	15,210.83	10,134.17	60.02
ORG UNIT - 01202250530 - PDO ESPD PRO DEV							
20580	TRAVEL (EXCEPT MILEAGE)	1,000.00	.00	.00	15.00	985.00	1.50
TOTAL	PDO ESPD PRO DEV	1,000.00	.00	.00	15.00	985.00	1.50
ORG UNIT - 01202250540 - PDO TLT PRO DEV							
20330	PROF DEV	18,050.00	.00	.00	14,001.52	4,048.48	77.57
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	20.00	-20.00	.00
TOTAL	PDO TLT PRO DEV	18,050.00	.00	.00	14,021.52	4,028.48	77.68
ORG UNIT - 01202250560 - PDO CRISIS PRO DEV							
20110	SALARIES	8,430.00	702.51	.00	4,215.06	4,214.94	50.00
20220	SOCIAL SECURITY	565.00	47.04	.00	282.24	282.76	49.95
20230	RETIREMENT	833.00	69.39	.00	416.34	416.66	49.98
20270	WORK COMP	34.00	2.75	.00	16.50	17.50	48.53
20320	CONTRACTED SERVICES	20,000.00	1.28	.00	21,635.72	-1,635.72	108.18
20330	PROF DEV	46,638.00	399.00	.00	45,769.16	868.84	98.14
20333	MILEAGE	11,000.00	.00	.00	844.80	10,155.20	7.68
20550	PRINTING/BINDING	1,000.00	.00	.00	.00	1,000.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	11,000.00	129.00	.00	303.39	10,696.61	2.76
20610	SUPPLIES	500.00	.00	.00	.00	500.00	.00
TOTAL	PDO CRISIS PRO DEV	100,000.00	1,350.97	.00	73,483.21	26,516.79	73.48
ORG UNIT - 01202250620 - BL DEC PRO DEV							

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
 BUDGET CONTROL STATUS

PAGE NUMBER: 2
 BUDSTAT1

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/24

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20640	PERIODICALS/BOOKS	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC PRO DEV	.00	.00	.00	.00	.00	.00

ORG UNIT - 01202310100 - ADMIN BOARD EXP/DUES

20540	ADVERTISING	2,300.00	1,002.80	.00	1,899.56	400.44	82.59
20810	DUES/FEES	20,225.00	550.00	.00	11,258.32	8,966.68	55.67
TOTAL	ADMIN BOARD EXP/DUES	22,525.00	1,552.80	.00	13,157.88	9,367.12	58.41

ORG UNIT - 01202310300 - COOP BOARD EXP/DUES

20540	ADVERTISING	1,577.00	.00	.00	1,446.00	131.00	91.69
20810	DUES/FEES	10,190.00	.00	.00	30.00	10,160.00	.29
TOTAL	COOP BOARD EXP/DUES	11,767.00	.00	.00	1,476.00	10,291.00	12.54

ORG UNIT - 01202310620 - BL DEC BOARD EXP/DUES

20810	DUES/FEES	235.00	.00	.00	.00	235.00	.00
TOTAL	BL DEC BOARD EXP/DUES	235.00	.00	.00	.00	235.00	.00

ORG UNIT - 01202320100 - ADMIN SALARY EXEC DIRECTO

20110	SALARIES	109,975.00	9,181.09	.00	55,086.54	54,888.46	50.09
20220	SOCIAL SECURITY	8,413.00	699.31	.00	2,384.01	6,028.99	28.34
20230	RETIREMENT	10,863.00	905.26	.00	5,431.56	5,431.44	50.00
20270	WORK COMP	440.00	35.37	.00	212.22	227.78	48.23
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20330	PROF DEV	400.00	.00	.00	6,918.79	-6,518.79	1729.70
20333	MILEAGE	4,698.00	373.86	.00	1,069.98	3,628.02	22.78
20580	TRAVEL (EXCEPT MILEAGE)	15,350.00	1,384.66	.00	7,273.89	8,076.11	47.39
20610	SUPPLIES	400.00	82.67	.00	663.27	-263.27	165.82
TOTAL	ADMIN SALARY EXEC DIRECTO	150,539.00	12,662.22	.00	79,040.26	71,498.74	52.50

ORG UNIT - 01202320300 - COOP EXEC DIR SALARY/EXP

20110	SALARIES	11,338.00	946.50	.00	5,679.00	5,659.00	50.09
20220	SOCIAL SECURITY	867.00	72.09	.00	245.78	621.22	28.35
20230	RETIREMENT	1,120.00	93.33	.00	559.98	560.02	50.00
20270	WORK COMP	45.00	3.65	.00	21.90	23.10	48.67
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
TOTAL	COOP EXEC DIR SALARY/EXP	13,370.00	1,115.57	.00	6,506.66	6,863.34	48.67

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
TIME: 11:50:05

ESU COORDINATING COUNCIL
BUDGET CONTROL STATUS

PAGE NUMBER: 3
BUDSTAT1

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 7/24

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01202320400 - SRS EXEC DIR SALARIES/EXP							
20110	SALARIES	12,471.00	1,041.15	.00	6,246.90	6,224.10	50.09
20220	SOCIAL SECURITY	954.00	79.30	.00	270.34	683.66	28.34
20230	RETIREMENT	1,232.00	102.66	.00	615.96	616.04	50.00
20270	WORK COMP	50.00	4.01	.00	24.06	25.94	48.12
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20330	PROF DEV	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	SRS EXEC DIR SALARIES/EXP	24,707.00	1,227.12	.00	7,157.26	17,549.74	28.97
ORG UNIT - 01202320600 - BL IMAT EXEC DIR SALARY/E							
20110	SALARIES	13,605.00	1,135.81	.00	6,814.86	6,790.14	50.09
20220	SOCIAL SECURITY	1,041.00	86.51	.00	294.93	746.07	28.33
20230	RETIREMENT	1,344.00	111.99	.00	671.94	672.06	50.00
20270	WORK COMP	54.00	4.38	.00	26.28	27.72	48.67
TOTAL	BL IMAT EXEC DIR SALARY/E	16,044.00	1,338.69	.00	7,808.01	8,235.99	48.67
ORG UNIT - 01202320620 - BL DEC EXEC SALARY/EXP							
20110	SALARIES	79,364.00	6,625.53	.00	39,753.18	39,610.82	50.09
20220	SOCIAL SECURITY	6,071.00	504.65	.00	1,720.42	4,350.58	28.34
20230	RETIREMENT	7,839.00	653.28	.00	3,919.68	3,919.32	50.00
20270	WORK COMP	317.00	25.52	.00	153.12	163.88	48.30
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC EXEC SALARY/EXP	93,591.00	7,808.98	.00	45,546.40	48,044.60	48.67
ORG UNIT - 01202330100 - ADMIN LEGAL/GOVT RELATION							
20314	GOVT RELATIONS	57,200.00	.00	.00	25,900.00	31,300.00	45.28
20317	LEGAL	7,200.00	475.20	.00	3,676.62	3,523.38	51.06
TOTAL	ADMIN LEGAL/GOVT RELATION	64,400.00	475.20	.00	29,576.62	34,823.38	45.93
ORG UNIT - 01202330200 - PS LEGAL SERVICE							
20317	LEGAL	1,400.00	92.40	.00	714.87	685.13	51.06
TOTAL	PS LEGAL SERVICE	1,400.00	92.40	.00	714.87	685.13	51.06
ORG UNIT - 01202330300 - COOP LEGAL/GOVT RELATIONS							
20317	LEGAL	8,600.00	567.60	.00	4,391.52	4,208.48	51.06
20820	JUDGEMENTS/SETTLEMENTS	.00	.00	.00	.00	.00	.00

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
TIME: 11:50:05

ESU COORDINATING COUNCIL
BUDGET CONTROL STATUS

PAGE NUMBER: 4
BUDSTAT1

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 7/24

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	COOP LEGAL/GOVT RELATIONS	8,600.00	567.60	.00	4,391.52	4,208.48	51.06
ORG UNIT - 01202330400 - SRS LEGAL/GOVT RELATIONS							
20317	LEGAL	1,400.00	92.40	.00	714.87	685.13	51.06
TOTAL	SRS LEGAL/GOVT RELATIONS	1,400.00	92.40	.00	714.87	685.13	51.06
ORG UNIT - 01202330500 - PDO LEGAL/GOVT RELATIONS							
20317	LEGAL	2,500.00	.00	.00	585.00	1,915.00	23.40
TOTAL	PDO LEGAL/GOVT RELATIONS	2,500.00	.00	.00	585.00	1,915.00	23.40
ORG UNIT - 01202330600 - BL IMAT LEGAL/GOVT RELATI							
20317	LEGAL	700.00	46.20	.00	357.46	342.54	51.07
TOTAL	BL IMAT LEGAL/GOVT RELATI	700.00	46.20	.00	357.46	342.54	51.07
ORG UNIT - 01202330620 - BL DEC LEGAL/GOVT RELATIO							
20317	LEGAL	700.00	46.20	.00	357.46	342.54	51.07
TOTAL	BL DEC LEGAL/GOVT RELATIO	700.00	46.20	.00	357.46	342.54	51.07
ORG UNIT - 01202510100 - ADMIN FISCAL SERVICES							
20315	ACCT/AUDIT	8,244.00	300.00	.00	8,910.00	-666.00	108.08
TOTAL	ADMIN FISCAL SERVICES	8,244.00	300.00	.00	8,910.00	-666.00	108.08
ORG UNIT - 01202510200 - PS ACCT/AUDIT							
20315	ACCT/AUDIT	1,603.00	.00	.00	1,382.50	220.50	86.24
TOTAL	PS ACCT/AUDIT	1,603.00	.00	.00	1,382.50	220.50	86.24
ORG UNIT - 01202510300 - COOP FISCAL SERVICES							
20315	ACCT/AUDIT	8,496.00	.00	.00	8,492.50	3.50	99.96
TOTAL	COOP FISCAL SERVICES	8,496.00	.00	.00	8,492.50	3.50	99.96
ORG UNIT - 01202510400 - SRS FISCAL SERVICES							

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20315	ACCT/AUDIT	1,603.00	.00	.00	1,382.50	220.50	86.24
TOTAL	SRS FISCAL SERVICES	1,603.00	.00	.00	1,382.50	220.50	86.24
ORG UNIT - 01202510600 - BL IMAT FISCAL SERVICES							
20315	ACCT/AUDIT	801.00	.00	.00	691.25	109.75	86.30
TOTAL	BL IMAT FISCAL SERVICES	801.00	.00	.00	691.25	109.75	86.30
ORG UNIT - 01202510620 - BL DEC FISCAL SERVICES							
20315	ACCT/AUDIT	801.00	.00	.00	691.25	109.75	86.30
TOTAL	BL DEC FISCAL SERVICES	801.00	.00	.00	691.25	109.75	86.30
ORG UNIT - 01202520300 - COOP PURCHASE/WAREHOUSE/D							
20610	SUPPLIES	1,500.00	3.45	.00	19.44	1,480.56	1.30
20900	OTHER PROGRAM PUCHASES	795,000.00	.00	421.01	160,165.26	634,834.74	20.15
TOTAL	COOP PURCHASE/WAREHOUSE/D	796,500.00	3.45	421.01	160,184.70	636,315.30	20.11
ORG UNIT - 01202520400 - SRS PURCHASE/WAREHOUSE/DI							
20610	SUPPLIES	500.00	796.54	.00	1,168.61	-668.61	233.72
TOTAL	SRS PURCHASE/WAREHOUSE/DI	500.00	796.54	.00	1,168.61	-668.61	233.72
ORG UNIT - 01202520500 - PDO PURCHASE/WAREHOUSE/DI							
20610	SUPPLIES	500.00	.00	.00	589.35	-89.35	117.87
TOTAL	PDO PURCHASE/WAREHOUSE/DI	500.00	.00	.00	589.35	-89.35	117.87
ORG UNIT - 01202520600 - BL IMAT PURCHASE/WAREHOUS							
20320	CONTRACTED SERVICES	7,500.00	.00	.00	.00	7,500.00	.00
20900	OTHER PROGRAM PUCHASES	134,700.00	.00	.00	300.00	134,400.00	.22
TOTAL	BL IMAT PURCHASE/WAREHOUS	142,200.00	.00	.00	300.00	141,900.00	.21
ORG UNIT - 01202520620 - BL DEC PURCHASE/WAREHOUSE							
20610	SUPPLIES	500.00	41.41	.00	41.41	458.59	8.28

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TOTAL	BL DEC PURCHASE/WAREHOUSE	500.00	41.41	.00	41.41	458.59	8.28
ORG UNIT - 01202530100 - ADMIN PRINT/PUB/DUP							
20550	PRINTING/BINDING	1,000.00	166.52	.00	535.49	464.51	53.55
TOTAL	ADMIN PRINT/PUB/DUP	1,000.00	166.52	.00	535.49	464.51	53.55
ORG UNIT - 01202530300 - COOP PRINT/PUB/DUP							
20550	PRINTING/BINDING	250.00	17.50	.00	105.00	145.00	42.00
TOTAL	COOP PRINT/PUB/DUP	250.00	17.50	.00	105.00	145.00	42.00
ORG UNIT - 01202530400 - SRS PRINT/PUB/DUP							
20550	PRINTING/BINDING	300.00	55.51	.00	157.53	142.47	52.51
TOTAL	SRS PRINT/PUB/DUP	300.00	55.51	.00	157.53	142.47	52.51
ORG UNIT - 01202530620 - BL DEC PRINT/PUB/DUP							
20550	PRINTING/BINDING	500.00	.00	.00	.00	500.00	.00
TOTAL	BL DEC PRINT/PUB/DUP	500.00	.00	.00	.00	500.00	.00
ORG UNIT - 01202560100 - ADMIN POSTAGE							
20531	POSTAGE/POSTAGE METER	350.00	9.84	.00	100.17	249.83	28.62
TOTAL	ADMIN POSTAGE	350.00	9.84	.00	100.17	249.83	28.62
ORG UNIT - 01202560300 - COOP POSTAGE							
20531	POSTAGE/POSTAGE METER	2,000.00	304.59	.00	708.98	1,291.02	35.45
TOTAL	COOP POSTAGE	2,000.00	304.59	.00	708.98	1,291.02	35.45
ORG UNIT - 01202560400 - SRS POSTAGE							
20531	POSTAGE/POSTAGE METER	50.00	.64	.00	6.81	43.19	13.62
TOTAL	SRS POSTAGE	50.00	.64	.00	6.81	43.19	13.62

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
ORG UNIT - 01202560500 - PDO POSTAGE							
20531	POSTAGE/POSTAGE METER	250.00	3.84	.00	61.29	188.71	24.52
TOTAL	PDO POSTAGE	250.00	3.84	.00	61.29	188.71	24.52
ORG UNIT - 01202560600 - BL IMAT POSTAGE							
20531	POSTAGE/POSTAGE METER	50.00	.00	.00	1.26	48.74	2.52
TOTAL	BL IMAT POSTAGE	50.00	.00	.00	1.26	48.74	2.52
ORG UNIT - 01202560620 - BL DEC POSTAGE							
20531	POSTAGE/POSTAGE METER	300.00	1.52	.00	6.42	293.58	2.14
TOTAL	BL DEC POSTAGE	300.00	1.52	.00	6.42	293.58	2.14
ORG UNIT - 01202580100 - ADMIN TECH SERVICES							
20320	CONTRACTED SERVICES	32,300.00	.00	.00	39,032.00	-6,732.00	120.84
20530	COMPUTER/INTERNET/PHONE	582.00	.00	.00	217.00	365.00	37.29
20650	TECH SOFTWARE/SUPPLIES	944.00	104.51	.00	790.19	153.81	83.71
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	ADMIN TECH SERVICES	33,826.00	104.51	.00	40,039.19	-6,213.19	118.37
ORG UNIT - 01202580200 - PS TECH SERVICE							
20320	CONTRACTED SERVICES	555,245.00	6,209.40	.00	369,438.14	185,806.86	66.54
20530	COMPUTER/INTERNET/PHONE	2,500.00	.00	.00	186.00	2,314.00	7.44
20650	TECH SOFTWARE/SUPPLIES	12,573.00	335.45	54.08	4,942.19	7,630.81	39.31
20734	TECH HARDWARE	5,000.00	.00	.00	1,299.99	3,700.01	26.00
TOTAL	PS TECH SERVICE	575,318.00	6,544.85	54.08	375,866.32	199,451.68	65.33
ORG UNIT - 01202580300 - COOP TECH SERVICES							
20320	CONTRACTED SERVICES	7,200.00	93.50	.00	1,102.00	6,098.00	15.31
20530	COMPUTER/INTERNET/PHONE	3,108.00	84.00	.00	713.90	2,394.10	22.97
20650	TECH SOFTWARE/SUPPLIES	79,539.00	.00	.00	1,221.17	78,317.83	1.54
20734	TECH HARDWARE	3,000.00	.00	.00	.00	3,000.00	.00
TOTAL	COOP TECH SERVICES	92,847.00	177.50	.00	3,037.07	89,809.93	3.27
ORG UNIT - 01202580400 - SRS TECH SERVICES							

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20110	SALARIES	55,756.00	5,435.10	.00	32,610.60	23,145.40	58.49
20220	SOCIAL SECURITY	4,265.00	332.46	.00	1,994.76	2,270.24	46.77
20230	RETIREMENT	6,426.00	536.87	.00	3,221.22	3,204.78	50.13
20270	WORK COMP	260.00	21.07	.00	126.42	133.58	48.62
20290	OTHER BENEFITS	42.00	2.80	.00	16.80	25.20	40.00
20320	CONTRACTED SERVICES	68,735.00	783.09	.00	835.72	67,899.28	1.22
20530	COMPUTER/INTERNET/PHONE	13,470.00	.00	.00	1,334.40	12,135.60	9.91
20650	TECH SOFTWARE/SUPPLIES	3,396.00	.00	.00	2,026.42	1,369.58	59.67
20734	TECH HARDWARE	5,200.00	.00	.00	1,990.84	3,209.16	38.29
TOTAL	SRS TECH SERVICES	157,550.00	7,111.39	.00	44,157.18	113,392.82	28.03
ORG UNIT - 01202580500 - PDO TECH SERVICES							
20320	CONTRACTED SERVICES	1,500.00	.00	.00	.00	1,500.00	.00
20650	TECH SOFTWARE/SUPPLIES	.00	.00	.00	48.00	-48.00	.00
TOTAL	PDO TECH SERVICES	1,500.00	.00	.00	48.00	1,452.00	3.20
ORG UNIT - 01202580570 - CANVAS TECH SALARIES							
20110	SALARIES	32,529.00	2,717.55	.00	16,305.30	16,223.70	50.13
20220	SOCIAL SECURITY	2,133.00	166.23	.00	997.38	1,135.62	46.76
20230	RETIREMENT	3,213.00	268.43	.00	1,610.58	1,602.42	50.13
20270	WORK COMP	130.00	10.53	.00	63.18	66.82	48.60
20290	OTHER BENEFITS	.00	1.40	.00	8.40	-8.40	.00
TOTAL	CANVAS TECH SALARIES	38,005.00	3,164.14	.00	18,984.84	19,020.16	49.95
ORG UNIT - 01202580585 - AAP TECH SERVICE							
20320	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
TOTAL	AAP TECH SERVICE	.00	.00	.00	.00	.00	.00
ORG UNIT - 01202580590 - PROJ PARA TECH SERVICE							
20320	CONTRACTED SERVICES	5,035.00	.00	.00	.00	5,035.00	.00
20734	TECH HARDWARE	473.00	.00	.00	.00	473.00	.00
TOTAL	PROJ PARA TECH SERVICE	5,508.00	.00	.00	.00	5,508.00	.00
ORG UNIT - 01202580600 - BL IMAT TECH SERVICES							
20530	COMPUTER/INTERNET/PHONE	13,352.00	.00	.00	335.84	13,016.16	2.52
20650	TECH SOFTWARE/SUPPLIES	1,345.00	.00	.00	459.37	885.63	34.15
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00

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TOTAL	BL IMAT TECH SERVICES	14,697.00	.00	.00	795.21	13,901.79	5.41
ORG UNIT - 01202580620 - BL DEC TECH SERVICES							
20110	SALARIES	55,756.00	5,435.10	.00	32,610.60	23,145.40	58.49
20220	SOCIAL SECURITY	4,265.00	332.46	.00	1,994.76	2,270.24	46.77
20230	RETIREMENT	6,426.00	536.87	.00	3,221.22	3,204.78	50.13
20270	WORK COMP	260.00	21.07	.00	126.42	133.58	48.62
20290	OTHER BENEFITS	42.00	2.80	.00	16.80	25.20	40.00
20320	CONTRACTED SERVICES	3,950.00	.00	.00	359.99	3,590.01	9.11
20530	COMPUTER/INTERNET/PHONE	13,509.00	.00	.00	343.86	13,165.14	2.55
20650	TECH SOFTWARE/SUPPLIES	888.00	.00	323.88	1,082.52	-194.52	121.91
20734	TECH HARDWARE	2,600.00	.00	.00	.00	2,600.00	.00
TOTAL	BL DEC TECH SERVICES	87,696.00	6,328.30	323.88	39,756.17	47,939.83	45.33
ORG UNIT - 01202610100 - ADMIN RENT/LEASE							
20440	RENT	3,191.00	240.49	.00	1,468.42	1,722.58	46.02
20520	INSURANCE	11,917.00	665.00	.00	6,675.00	5,242.00	56.01
TOTAL	ADMIN RENT/LEASE	15,108.00	905.49	.00	8,143.42	6,964.58	53.90
ORG UNIT - 01202610200 - PS RENT/LEASE							
20440	RENT	1,087.00	90.53	.00	543.18	543.82	49.97
20520	INSURANCE	2,650.00	.00	.00	.00	2,650.00	.00
TOTAL	PS RENT/LEASE	3,737.00	90.53	.00	543.18	3,193.82	14.54
ORG UNIT - 01202610300 - COOP RENT/LEASE							
20440	RENT	9,150.00	698.53	.00	4,191.17	4,958.83	45.81
20520	INSURANCE	384.00	32.00	.00	192.00	192.00	50.00
TOTAL	COOP RENT/LEASE	9,534.00	730.53	.00	4,383.17	5,150.83	45.97
ORG UNIT - 01202610400 - SRS RENT/LEASES							
20440	RENT	18,062.00	1,505.14	.00	9,030.84	9,031.16	50.00
TOTAL	SRS RENT/LEASES	18,062.00	1,505.14	.00	9,030.84	9,031.16	50.00
ORG UNIT - 01202610600 - BL IMAT RENT/LEASE							
20440	RENT	1,563.00	130.14	.00	780.84	782.16	49.96

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TOTAL	BL IMAT RENT/LEASE	1,563.00	130.14	.00	780.84	782.16	49.96
ORG UNIT - 01202610620 - BL DEC RENT/LEASE							
20440	RENT	5,568.00	441.36	.00	2,670.79	2,897.21	47.97
TOTAL	BL DEC RENT/LEASE	5,568.00	441.36	.00	2,670.79	2,897.21	47.97
ORG UNIT - 01202800100 - ADMIN STAFF SALARY							
20110	SALARIES	46,300.00	3,858.37	.00	23,150.21	23,149.79	50.00
20220	SOCIAL SECURITY	2,909.00	241.28	.00	1,447.68	1,461.32	49.77
20230	RETIREMENT	4,573.00	381.12	.00	2,286.72	2,286.28	50.00
20270	WORK COMP	186.00	15.06	.00	90.36	95.64	48.58
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	3,000.00	568.83	.00	2,115.28	884.72	70.51
20580	TRAVEL (EXCEPT MILEAGE)	3,500.00	248.27	.00	1,770.26	1,729.74	50.58
TOTAL	ADMIN STAFF SALARY	60,468.00	5,312.93	.00	30,860.51	29,607.49	51.04
ORG UNIT - 01202800200 - PS SALARIES							
20110	SALARIES	319,640.00	31,583.29	.00	169,713.06	149,926.94	53.10
20220	SOCIAL SECURITY	21,926.00	2,226.57	.00	11,871.22	10,054.78	54.14
20230	RETIREMENT	31,573.00	3,119.74	.00	16,763.96	14,809.04	53.10
20270	WORK COMP	1,279.00	124.35	.00	666.78	612.22	52.13
20290	OTHER BENEFITS	84.00	7.00	.00	42.00	42.00	50.00
20333	MILEAGE	15,000.00	.00	.00	.00	15,000.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	15,000.00	.00	300.00	6,296.79	8,703.21	41.98
20610	SUPPLIES	2,500.00	43.39	.00	167.48	2,332.52	6.70
TOTAL	PS SALARIES	407,002.00	37,104.34	300.00	205,521.29	201,480.71	50.50
ORG UNIT - 01202800300 - COOP STAFF SALARIES/EXP							
20110	SALARIES	252,389.00	21,032.44	.00	126,194.62	126,194.38	50.00
20220	SOCIAL SECURITY	15,206.00	1,248.91	.00	7,493.46	7,712.54	49.28
20230	RETIREMENT	24,930.00	2,077.54	.00	12,465.24	12,464.76	50.00
20270	WORK COMP	1,010.00	81.97	.00	491.82	518.18	48.70
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	5,099.00	.00	.00	1,303.47	3,795.53	25.56
20580	TRAVEL (EXCEPT MILEAGE)	15,000.00	.00	.00	7,429.82	7,570.18	49.53
TOTAL	COOP STAFF SALARIES/EXP	313,634.00	24,440.86	.00	155,378.43	158,255.57	49.54
ORG UNIT - 01202800400 - SRS STAFF SALARIES/EXP							
20110	SALARIES	316,691.00	27,466.46	.00	164,798.81	151,892.19	52.04

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20220	SOCIAL SECURITY	21,498.00	1,843.85	.00	11,063.10	10,434.90	51.46
20230	RETIREMENT	31,283.00	2,713.08	.00	16,278.48	15,004.52	52.04
20270	WORK COMP	1,268.00	107.79	.00	646.74	621.26	51.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	2,500.00	.00	.00	861.33	1,638.67	34.45
20580	TRAVEL (EXCEPT MILEAGE)	2,500.00	107.00	.00	1,314.02	1,185.98	52.56
TOTAL	SRS STAFF SALARIES/EXP	375,740.00	32,238.18	.00	194,962.48	180,777.52	51.89

ORG UNIT - 01202800500 - PDO STAFF SALARIES/EXP

20110	SALARIES	.00	.00	.00	.00	.00	.00
20220	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
20230	RETIREMENT	.00	.00	.00	.00	.00	.00
20270	WORK COMP	.00	.00	.00	.00	.00	.00
20330	PROF DEV	14,800.00	.00	.00	3,514.50	11,285.50	23.75
20333	MILEAGE	500.00	.00	.00	244.97	255.03	48.99
20580	TRAVEL (EXCEPT MILEAGE)	500.00	.00	.00	.00	500.00	.00
TOTAL	PDO STAFF SALARIES/EXP	15,800.00	.00	.00	3,759.47	12,040.53	23.79

ORG UNIT - 01202800570 - CANVAS STAFF SALARIES

20110	SALARIES	228,380.00	17,560.58	.00	105,363.48	123,016.52	46.14
20220	SOCIAL SECURITY	15,531.00	1,011.94	.00	6,071.64	9,459.36	39.09
20230	RETIREMENT	22,558.00	1,734.60	.00	10,407.60	12,150.40	46.14
20270	WORK COMP	913.00	69.91	.00	419.46	493.54	45.94
TOTAL	CANVAS STAFF SALARIES	267,382.00	20,377.03	.00	122,262.18	145,119.82	45.73

ORG UNIT - 01202800577 - CSET CYBER SALARIES

20110	SALARIES	55,390.00	.00	.00	.00	55,390.00	.00
20220	SOCIAL SECURITY	3,434.00	.00	.00	.00	3,434.00	.00
20230	RETIREMENT	5,472.00	.00	.00	.00	5,472.00	.00
20270	WORK COMP	804.00	.00	.00	.00	804.00	.00
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
TOTAL	CSET CYBER SALARIES	65,100.00	.00	.00	.00	65,100.00	.00

ORG UNIT - 01202800578 - NCN CYBER SALARIES

20110	SALARIES	341,583.00	14,330.75	.00	57,323.00	284,260.00	16.78
20220	SOCIAL SECURITY	16,714.00	1,096.31	.00	4,385.24	12,328.76	26.24
20230	RETIREMENT	26,635.00	1,415.56	.00	5,662.24	20,972.76	21.26
20270	WORK COMP	3,909.00	57.38	.00	229.52	3,679.48	5.87
20290	OTHER BENEFITS	406.00	.00	.00	.00	406.00	.00
20610	SUPPLIES	.00	253.13	.00	262.62	-262.62	.00

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
TOTAL	NCN CYBER SALARIES	389,247.00	17,153.13	.00	67,862.62	321,384.38	17.43
ORG UNIT - 01202800585 - AAP SALARIES							
20110	SALARIES	.00	.00	.00	.00	.00	.00
20220	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
20230	RETIREMENT	.00	.00	.00	.00	.00	.00
20270	WORK COMP	.00	.00	.00	.00	.00	.00
TOTAL	AAP SALARIES	.00	.00	.00	.00	.00	.00
ORG UNIT - 01202800590 - PROJ PARA SALARIES							
20110	SALARIES	81,173.00	7,348.89	.00	44,093.34	37,079.66	54.32
20220	SOCIAL SECURITY	4,921.00	437.32	.00	2,623.92	2,297.08	53.32
20230	RETIREMENT	8,018.00	725.91	.00	4,355.46	3,662.54	54.32
20270	WORK COMP	380.00	29.20	.00	175.20	204.80	46.11
TOTAL	PROJ PARA SALARIES	94,492.00	8,541.32	.00	51,247.92	43,244.08	54.24
ORG UNIT - 01202800600 - BL IMAT STAFF SALARY/EXP							
20110	SALARIES	75,325.00	6,277.05	.00	37,662.25	37,662.75	50.00
20220	SOCIAL SECURITY	5,480.00	450.94	.00	2,705.64	2,774.36	49.37
20230	RETIREMENT	7,441.00	620.04	.00	3,720.24	3,720.76	50.00
20270	WORK COMP	302.00	24.53	.00	147.18	154.82	48.74
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	1,035.00	.00	.00	164.41	870.59	15.89
20580	TRAVEL (EXCEPT MILEAGE)	1,000.00	.00	.00	.00	1,000.00	.00
20610	SUPPLIES	50.00	.00	.00	.00	50.00	.00
TOTAL	BL IMAT STAFF SALARY/EXP	90,633.00	7,372.56	.00	44,399.72	46,233.28	48.99
ORG UNIT - 01202800620 - BL DEC STAFF SALARY/EXP							
20110	SALARIES	112,896.00	9,408.02	.00	56,448.09	56,447.91	50.00
20220	SOCIAL SECURITY	7,965.00	660.50	.00	3,963.00	4,002.00	49.76
20230	RETIREMENT	11,152.00	929.31	.00	5,575.86	5,576.14	50.00
20270	WORK COMP	451.00	36.67	.00	220.02	230.98	48.78
20290	OTHER BENEFITS	.00	.00	.00	.00	.00	.00
20333	MILEAGE	4,000.00	692.78	.00	2,289.69	1,710.31	57.24
20580	TRAVEL (EXCEPT MILEAGE)	6,747.00	361.16	.00	2,576.51	4,170.49	38.19
20733	FURNITURE	.00	.00	.00	.00	.00	.00
TOTAL	BL DEC STAFF SALARY/EXP	143,211.00	12,088.44	.00	71,073.17	72,137.83	49.63
ORG UNIT - 01203500500 - PDO STATE GRANTS							

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20320	CONTRACTED SERVICES	8,180,780.00	32,531.25	100,548.24	1,643,653.99	6,537,126.01	20.09
TOTAL	PDO STATE GRANTS	8,180,780.00	32,531.25	100,548.24	1,643,653.99	6,537,126.01	20.09

ORG UNIT - 01203500570 - PDO SOFTWARE NETWRK INNOV

20110	SALARIES	.00	.00	.00	.00	.00	.00
20220	SOCIAL SECURITY	.00	.00	.00	.00	.00	.00
20230	RETIREMENT	.00	.00	.00	.00	.00	.00
20270	WORK COMP	.00	.00	.00	.00	.00	.00
20320	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
20734	TECH HARDWARE	.00	.00	.00	.00	.00	.00
TOTAL	PDO SOFTWARE NETWRK INNOV	.00	.00	.00	.00	.00	.00

ORG UNIT - 01203500575 - DUO SECURITY

20320	CONTRACTED SERVICES	43,100.00	.00	.00	.00	43,100.00	.00
TOTAL	DUO SECURITY	43,100.00	.00	.00	.00	43,100.00	.00

ORG UNIT - 01203500576 - PROOF POINT

20320	CONTRACTED SERVICES	20,000.00	.00	.00	.00	20,000.00	.00
TOTAL	PROOF POINT	20,000.00	.00	.00	.00	20,000.00	.00

ORG UNIT - 01203500577 - CSET CYBER

20320	CONTRACTED SERVICES	5,000.00	.00	.00	.00	5,000.00	.00
20333	MILEAGE	.00	.00	.00	.00	.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	.00	.00	.00	.00	.00	.00
20610	SUPPLIES	.00	.00	.00	.00	.00	.00
20650	TECH SOFTWARE/SUPPLIES	7,250.00	.00	.00	.00	7,250.00	.00
TOTAL	CSET CYBER	12,250.00	.00	.00	.00	12,250.00	.00

ORG UNIT - 01203500578 - NCN CYBER

20330	PROF DEV	6,159.00	.00	.00	1,500.00	4,659.00	24.35
20333	MILEAGE	10,000.00	1,202.65	.00	2,226.42	7,773.58	22.26
20580	TRAVEL (EXCEPT MILEAGE)	3,020.00	1,093.51	.00	1,936.99	1,083.01	64.14
20734	TECH HARDWARE	5,100.00	1,200.00	108.16	1,308.16	3,791.84	25.65
TOTAL	NCN CYBER	24,279.00	3,496.16	108.16	6,971.57	17,307.43	28.71

ORG UNIT - 01203500580 - PDO ADVISER CONTRACT SERV

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ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20320	CONTRACTED SERVICES	.00	.00	.00	.00	.00	.00
TOTAL	PDO ADVISER CONTRACT SERV	.00	.00	.00	.00	.00	.00
ORG UNIT - 01203575570 - CANVAS							
20315	ACCT/AUDIT	1,605.00	.00	.00	.00	1,605.00	.00
20317	LEGAL	1,400.00	.00	.00	.00	1,400.00	.00
20320	CONTRACTED SERVICES	982,543.00	.00	.00	103,505.00	879,038.00	10.53
20330	PROF DEV	.00	.00	.00	.00	.00	.00
20333	MILEAGE	20,000.00	223.78	.00	2,763.89	17,236.11	13.82
20440	RENT	578.00	48.10	.00	240.50	337.50	41.61
20530	COMPUTER/INTERNET/PHONE	50.00	.00	.00	.00	50.00	.00
20580	TRAVEL (EXCEPT MILEAGE)	15,000.00	1,890.29	.00	3,190.37	11,809.63	21.27
20610	SUPPLIES	1,050.00	12.04	.00	66.22	983.78	6.31
20650	TECH SOFTWARE/SUPPLIES	1,136,400.00	.00	.00	1,137,073.66	-673.66	100.06
20734	TECH HARDWARE	2,500.00	.00	.00	2,223.09	276.91	88.92
TOTAL	CANVAS	2,161,126.00	2,174.21	.00	1,249,062.73	912,063.27	57.80
ORG UNIT - 01209000100 - ADMIN FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	ADMIN FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 01209000200 - PS FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	PS FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
ORG UNIT - 01209000300 - COOP FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	COOP FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 01209000400 - SRS FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	10,000.00	.00	.00	.00	10,000.00	.00
TOTAL	SRS FLOW THROUGH	10,000.00	.00	.00	.00	10,000.00	.00
ORG UNIT - 01209000500 - PDO FLOW THROUGH							

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ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
20900	OTHER PROGRAM PUCHASES	.00	.00	.00	.00	.00	.00
TOTAL	PDO FLOW THROUGH	.00	.00	.00	.00	.00	.00
ORG UNIT - 01209000560 - PDO CRISIS FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	.00	.00	.00	.00	.00	.00
TOTAL	PDO CRISIS FLOW THROUGH	.00	.00	.00	.00	.00	.00
ORG UNIT - 01209000600 - BL IMAT FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	25,912.00	.00	.00	.00	25,912.00	.00
TOTAL	BL IMAT FLOW THROUGH	25,912.00	.00	.00	.00	25,912.00	.00
ORG UNIT - 01209000620 - BL DEC FLOW THROUGH							
20900	OTHER PROGRAM PUCHASES	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	BL DEC FLOW THROUGH	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL REPORT		15,387,396.00	261,033.78	101,755.37	4,882,843.34	10,504,552.66	31.73

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	17260	03/08/24	1638	AIMEE MUEHLING	01202580200	20320	PS CONTRACTED SERVI	0.00	3,207.11
09000	17261	03/08/24	1552	AINSWORTH STAR JOUR	01202310100	20540	ADMN MEETING NOTICE	0.00	23.29
09000	17262	03/08/24	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	115.24
09000	17262	03/08/24	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	194.97
09000	17262	03/08/24	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	142.71
09000	17262	03/08/24	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	88.44
09000	17262	03/08/24	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	151.42
TOTAL	CHECK							0.00	692.78
09000	17263	03/08/24	1796	ANDREW BOELL	01203500578	20580	NCN TRAVEL EXPENSES	0.00	64.58
09000	17263	03/08/24	1796	ANDREW BOELL	01203500578	20333	NCN MILEAGE REIMBUR	0.00	80.40
09000	17263	03/08/24	1796	ANDREW BOELL	01203500578	20580	NCN TRAVEL EXPENSES	0.00	27.00
09000	17263	03/08/24	1796	ANDREW BOELL	01203500578	20580	NCN TRAVEL, PARKING	0.00	18.00
09000	17263	03/08/24	1796	ANDREW BOELL	01203500578	20580	NCN TRAVEL, MEALS	0.00	12.21
09000	17263	03/08/24	1796	ANDREW BOELL	01203500578	20333	NCN MILEAGE REIMBUR	0.00	60.30
09000	17263	03/08/24	1796	ANDREW BOELL	01203500578	20333	NCN MILEAGE REIMBUR	0.00	609.70
09000	17263	03/08/24	1796	ANDREW BOELL	01203500578	20333	NCN MILEAGE REIMBUR	0.00	452.25
09000	17263	03/08/24	1796	ANDREW BOELL	01202800578	20610	NCN SUPPLIES	0.00	246.88
TOTAL	CHECK							0.00	1,571.32
09000	17264	03/08/24	1050	BISHOP BUSINESS	01202530100	20550	ADMN PRINTING EXP	0.00	166.52
09000	17264	03/08/24	1050	BISHOP BUSINESS	01202530400	20550	SRS PRINTING EXP	0.00	55.51
TOTAL	CHECK							0.00	222.03
09000	17265	03/08/24	1061	DEB HERICKS	01202800100	20580	ADMN TRAVEL, MEALS	0.00	34.27
09000	17265	03/08/24	1061	DEB HERICKS	01202800100	20333	ADMN MILEASE REIMBU	0.00	373.19
TOTAL	CHECK							0.00	407.46
09000	17266	03/08/24	1057	ESU 3	01202610100	20440	ADMN RENT OMAHA	0.00	240.49
09000	17266	03/08/24	1057	ESU 3	01202610300	20440	COOP RENT OMAHA	0.00	90.53
09000	17266	03/08/24	1057	ESU 3	01202610400	20440	SRS RENT OMAHA	0.00	1,505.14
09000	17266	03/08/24	1057	ESU 3	01202610600	20440	IMAT RENT OMAHA	0.00	130.14
09000	17266	03/08/24	1057	ESU 3	01202610620	20440	DEC RENT OMAHA	0.00	441.36
09000	17266	03/08/24	1057	ESU 3	01202610200	20440	PS RENT OMAHA	0.00	90.53
09000	17266	03/08/24	1057	ESU 3	01203575570	20440	CANVAS RENT OMAHA	0.00	48.10
TOTAL	CHECK							0.00	2,546.29
09000	17267	03/08/24	1150	ESU 5	01202250560	20330	CRISIS PRO DEV/MEAL	0.00	399.00
09000	17268	03/08/24	1151	ESU 7	01202250510	20330	PDO NOC MEETING/MEA	0.00	671.64
09000	17269	03/08/24	1067	ESU 10	01203500578	20734	NCN CYBER HARDWARE	0.00	1,200.00
09000	17270	03/08/24	1108	ESU 11	01202520300	20610	COOP SUPPLIES	0.00	3.45
09000	17270	03/08/24	1108	ESU 11	01203575570	20610	CANVAS SUPPLIES	0.00	6.92
09000	17270	03/08/24	1108	ESU 11	01202520400	20610	SRS SUPPLIES	0.00	6.92
09000	17270	03/08/24	1108	ESU 11	01202800578	20610	NCN CYBER SUPPLIES	0.00	3.45
09000	17270	03/08/24	1108	ESU 11	01202800200	20610	PS SUPPLIES	0.00	10.38
TOTAL	CHECK							0.00	31.12

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	17271	03/08/24	1104	ESU 16	01202320100	20580	ADMN TRAVEL/MEALS	0.00	829.94
09000	17272	03/08/24	1064	ESU 17	01202320100	20110	ADMN EXEC DIR SALAR	0.00	9,181.09
09000	17272	03/08/24	1064	ESU 17	01202320100	20220	ADMN EXEC DIR SS/ME	0.00	699.31
09000	17272	03/08/24	1064	ESU 17	01202320100	20230	ADMN EXEC DIR RETIR	0.00	905.26
09000	17272	03/08/24	1064	ESU 17	01202320100	20270	ADMN EXEC DIR WORK	0.00	35.37
09000	17272	03/08/24	1064	ESU 17	01202800100	20110	ADMN STAFF SALARIES	0.00	3,858.37
09000	17272	03/08/24	1064	ESU 17	01202800100	20220	ADMN STAFF SS/MEDIC	0.00	241.28
09000	17272	03/08/24	1064	ESU 17	01202800100	20230	ADMN STAFF RETIREME	0.00	381.12
09000	17272	03/08/24	1064	ESU 17	01202800100	20270	ADMN STAFF WORK COM	0.00	15.06
09000	17272	03/08/24	1064	ESU 17	01202510100	20315	ADMN FISCAL AGENT F	0.00	300.00
09000	17272	03/08/24	1064	ESU 17	01202320300	20110	COOP EXEC DIR SALAR	0.00	946.50
09000	17272	03/08/24	1064	ESU 17	01202320300	20220	COOP EXEC DIR SS/ME	0.00	72.09
09000	17272	03/08/24	1064	ESU 17	01202320300	20230	COOP EXEC DIR RETIR	0.00	93.33
09000	17272	03/08/24	1064	ESU 17	01202320300	20270	COOP EXEC DIR WORK	0.00	3.65
09000	17272	03/08/24	1064	ESU 17	01202800300	20110	COOP STAFF SALARIES	0.00	21,032.44
09000	17272	03/08/24	1064	ESU 17	01202800300	20220	COOP STAFF SS/MEDIC	0.00	1,248.91
09000	17272	03/08/24	1064	ESU 17	01202800300	20230	COOP STAFF RETIREME	0.00	2,077.54
09000	17272	03/08/24	1064	ESU 17	01202800300	20270	COOP STAFF WORK COM	0.00	81.97
09000	17272	03/08/24	1064	ESU 17	01202610300	20440	COOP RENT AINSWORTH	0.00	608.00
09000	17272	03/08/24	1064	ESU 17	01202580300	20530	COOP PHONE AINSWORT	0.00	84.00
09000	17272	03/08/24	1064	ESU 17	01202530300	20550	COOP COPIER/PRINTIN	0.00	17.50
09000	17272	03/08/24	1064	ESU 17	01202610300	20520	COOP BOND/INSURANCE	0.00	32.00
09000	17272	03/08/24	1064	ESU 17	01202320620	20110	DEC EXEC DIR SALARI	0.00	6,625.53
09000	17272	03/08/24	1064	ESU 17	01202320620	20220	DEC EXEC DIR SS/MED	0.00	504.65
09000	17272	03/08/24	1064	ESU 17	01202320620	20230	DEC EXEC DIR RETIRE	0.00	653.28
09000	17272	03/08/24	1064	ESU 17	01202320620	20270	DEC EXEC DIR WORK C	0.00	25.52
09000	17272	03/08/24	1064	ESU 17	01202580620	20110	DEC TECH SALARIES	0.00	5,435.10
09000	17272	03/08/24	1064	ESU 17	01202580620	20220	DEC TECH SS/MEDICAR	0.00	332.46
09000	17272	03/08/24	1064	ESU 17	01202580620	20230	DEC TECH RETIREMENT	0.00	536.87
09000	17272	03/08/24	1064	ESU 17	01202580620	20270	DEC TECH WORK COMP	0.00	21.07
09000	17272	03/08/24	1064	ESU 17	01202580620	20290	DEC TECH WAGE WORKS	0.00	2.80
09000	17272	03/08/24	1064	ESU 17	01202800620	20110	DEC STAFF SALARIES	0.00	9,408.02
09000	17272	03/08/24	1064	ESU 17	01202800620	20220	DEC STAFF SS/MEDICA	0.00	660.50
09000	17272	03/08/24	1064	ESU 17	01202800620	20230	DEC STAFF RETIREMEN	0.00	929.31
09000	17272	03/08/24	1064	ESU 17	01202800620	20270	DEC STAFF WORK COMP	0.00	36.67
09000	17272	03/08/24	1064	ESU 17	01202320600	20110	IMAT EXEC DIR SALAR	0.00	1,135.81
09000	17272	03/08/24	1064	ESU 17	01202320600	20220	IMAT EXEC DIR SS/ME	0.00	86.51
09000	17272	03/08/24	1064	ESU 17	01202320600	20230	IMAT EXEC DIR RETIR	0.00	111.99
09000	17272	03/08/24	1064	ESU 17	01202320600	20270	IMAT EXEC DIR WORK	0.00	4.38
09000	17272	03/08/24	1064	ESU 17	01202800600	20110	IMAT STAFF SALARIES	0.00	6,277.05
09000	17272	03/08/24	1064	ESU 17	01202800600	20220	IMAT STAFF SS/MEDIC	0.00	450.94
09000	17272	03/08/24	1064	ESU 17	01202800600	20230	IMAT STAFF RETIREME	0.00	620.04
09000	17272	03/08/24	1064	ESU 17	01202800600	20270	IMAT STAFF WORK COM	0.00	24.53
09000	17272	03/08/24	1064	ESU 17	01202320400	20110	SRS EXEC DIR SALARI	0.00	1,041.15
09000	17272	03/08/24	1064	ESU 17	01202320400	20220	SRS EXEC DIR SS/MED	0.00	79.30
09000	17272	03/08/24	1064	ESU 17	01202320400	20230	SRS EXEC DIR RETIRE	0.00	102.66
09000	17272	03/08/24	1064	ESU 17	01202320400	20270	SRS EXEC DIR WORK C	0.00	4.01
09000	17272	03/08/24	1064	ESU 17	01202580400	20110	SRS TECH SALARIES	0.00	5,435.10
09000	17272	03/08/24	1064	ESU 17	01202580400	20220	SRS TECH SS/MEDICAR	0.00	332.46
09000	17272	03/08/24	1064	ESU 17	01202580400	20230	SRS TECH RETIREMENT	0.00	536.87
09000	17272	03/08/24	1064	ESU 17	01202580400	20270	SRS TECH WORK COMP	0.00	21.07

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
TIME: 11:50:36

ESU COORDINATING COUNCIL
CHECK REGISTER - BY FUND

PAGE NUMBER: 3
ACCTPA21

SELECTION CRITERIA: transact.yr='24' and transact.period='7'
ACCOUNTING PERIOD: 7/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	17272	03/08/24	1064	ESU 17	01202580400	20290	SRS TECH WAGE WORKS	0.00	2.80
09000	17272	03/08/24	1064	ESU 17	01202800400	20110	SRS STAFF SALARIES	0.00	27,466.46
09000	17272	03/08/24	1064	ESU 17	01202800400	20220	SRS STAFF SS/MEDICA	0.00	1,843.85
09000	17272	03/08/24	1064	ESU 17	01202800400	20230	SRS STAFF RETIREMEN	0.00	2,713.08
09000	17272	03/08/24	1064	ESU 17	01202800400	20270	SRS STAFF WORK COMP	0.00	107.79
09000	17272	03/08/24	1064	ESU 17	01202250560	20110	CRISIS STAFF SALARI	0.00	702.51
09000	17272	03/08/24	1064	ESU 17	01202250560	20220	CRISIS STAFF SS/MED	0.00	47.04
09000	17272	03/08/24	1064	ESU 17	01202250560	20230	CRISIS STAFF RETIRE	0.00	69.39
09000	17272	03/08/24	1064	ESU 17	01202250560	20270	CRISIS STAFF WORK C	0.00	2.75
09000	17272	03/08/24	1064	ESU 17	01202800570	20110	CANVAS STAFF SALARI	0.00	17,560.58
09000	17272	03/08/24	1064	ESU 17	01202800570	20220	CANVAS STAFF SS/MED	0.00	1,011.94
09000	17272	03/08/24	1064	ESU 17	01202800570	20230	CANVAS STAFF RETIRE	0.00	1,734.60
09000	17272	03/08/24	1064	ESU 17	01202800570	20270	CANVAS STAFF WORK C	0.00	69.91
09000	17272	03/08/24	1064	ESU 17	01202580570	20110	CANVAS TECH SALARIE	0.00	2,717.55
09000	17272	03/08/24	1064	ESU 17	01202580570	20220	CANVAS TECH SS/MEDI	0.00	166.23
09000	17272	03/08/24	1064	ESU 17	01202580570	20230	CANVAS TECH RETIREM	0.00	268.43
09000	17272	03/08/24	1064	ESU 17	01202580570	20270	CANVAS TECH WORK CO	0.00	10.53
09000	17272	03/08/24	1064	ESU 17	01202580570	20290	CANVAS TECH WAGE WO	0.00	1.40
09000	17272	03/08/24	1064	ESU 17	01202800200	20110	PS STAFF SALARIES	0.00	31,583.29
09000	17272	03/08/24	1064	ESU 17	01202800200	20220	PS STAFF SS/MEDICAR	0.00	2,226.57
09000	17272	03/08/24	1064	ESU 17	01202800200	20230	PS STAFF RETIREMENT	0.00	3,119.74
09000	17272	03/08/24	1064	ESU 17	01202800200	20270	PS STAFF WORK COMP	0.00	124.35
09000	17272	03/08/24	1064	ESU 17	01202800200	20290	PS STAFF WAGE WORKS	0.00	7.00
09000	17272	03/08/24	1064	ESU 17	01202800578	20110	NCN STAFF SALARIES	0.00	14,330.75
09000	17272	03/08/24	1064	ESU 17	01202800578	20220	NCN STAFF SS/MEDICA	0.00	1,096.31
09000	17272	03/08/24	1064	ESU 17	01202800578	20230	NCN STAFF RETIREMEN	0.00	1,415.56
09000	17272	03/08/24	1064	ESU 17	01202800578	20270	NCN STAFF WORK COMP	0.00	57.38
09000	17272	03/08/24	1064	ESU 17	01202800590	20110	PROJ PARA SALARIES	0.00	7,348.89
09000	17272	03/08/24	1064	ESU 17	01202800590	20220	PROJ PARA SS/MEDICA	0.00	437.32
09000	17272	03/08/24	1064	ESU 17	01202800590	20230	PROJ PARA RETIREMEN	0.00	725.91
09000	17272	03/08/24	1064	ESU 17	01202800590	20270	PROJ PARA WORK COMP	0.00	29.20
TOTAL CHECK								0.00	202,349.55
09000	17273	03/08/24	1754	FAIRFIELD INN	01203500578	20580	NCN TRAVEL/LODGING	0.00	107.00
09000	17273	03/08/24	1754	FAIRFIELD INN	01202800620	20580	DEC TRAVEL/LODGING	0.00	107.00
TOTAL CHECK								0.00	214.00
09000	17274	03/08/24	1661	HAMPTON INN - KEARN	01203500578	20580	NCN TRAVEL/LODGING	0.00	199.00
09000	17275	03/08/24	1395	HOLIDAY INN EXPRESS	01202250560	20580	CRISIS TRAVEL/LODGI	0.00	129.00
09000	17276	03/08/24	1240	HOLIDAY INN EXPRESS	01202800620	20580	DEC TRAVEL/LODGING	0.00	107.00
09000	17277	03/08/24	1084	HOLIDAY INN EXPRESS	01202800400	20580	SRS TRAVEL/LODGING	0.00	107.00
09000	17277	03/08/24	1084	HOLIDAY INN EXPRESS	01203500578	20580	NCN TRAVEL/LODGING	0.00	107.00
09000	17277	03/08/24	1084	HOLIDAY INN EXPRESS	01202800100	20580	ADMN TRAVEL/LODGING	0.00	214.00
09000	17277	03/08/24	1084	HOLIDAY INN EXPRESS	01202320100	20580	ADMN TRAVEL/LODGING	0.00	107.00
TOTAL CHECK								0.00	535.00
09000	17278	03/08/24	1397	JOURNEYED.COM INC.	01202580200	20650	PS MICROSOFT OFFICE	0.00	54.08
09000	17279	03/08/24	1503	KRAIG LOFQUIST	01202320100	20333	ADMN MILEAGE REIMBU	0.00	373.86

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ESU COORDINATING COUNCIL
CHECK REGISTER - BY FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.yr='24' and transact.period='7'
ACCOUNTING PERIOD: 7/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	17280	03/08/24	1041	NASB	01202320100	20580	ADMN TRAVEL/CONF	0.00	110.00
09000	17280	03/08/24	1041	NASB	01202310100	20810	ADMN MEMBER DUES	0.00	400.00
TOTAL CHECK									510.00
09000	17281	03/08/24	1640	NICOLE MULLER	01202580200	20320	PS CONTRACT SERVICE	0.00	3,002.29
09000	17282	03/08/24	1390	NRCSA	01202320100	20580	ADMN TRAVEL/NRCSA C	0.00	220.00
09000	17283	03/08/24	1633	PERRY, GUTHERY, HAA	01202330100	20317	ADMN LEGAL SERVICE	0.00	475.20
09000	17283	03/08/24	1633	PERRY, GUTHERY, HAA	01202330300	20317	COOP LEGAL SERVICE	0.00	567.60
09000	17283	03/08/24	1633	PERRY, GUTHERY, HAA	01202330400	20317	SRS LEGAL SERVICE	0.00	92.40
09000	17283	03/08/24	1633	PERRY, GUTHERY, HAA	01202330600	20317	IMAT LEGAL SERVICE	0.00	46.20
09000	17283	03/08/24	1633	PERRY, GUTHERY, HAA	01202330620	20317	DEC LEGAL SERVICE	0.00	46.20
09000	17283	03/08/24	1633	PERRY, GUTHERY, HAA	01202330200	20317	PS LEGAL SERVICE	0.00	92.40
TOTAL CHECK									1,320.00
09000	17284	03/08/24	1076	PRISCILLA QUINTANA	01202800100	20333	ADMN MILEAGE REIMBU	0.00	195.64
09000	17285	03/08/24	1516	QUADIEN T LEASING US	01202560300	20531	COOP POSTAGE METER	0.00	296.27
09000	17286	03/08/24	1756	RIVET EDUCATION LLC	01203500500	20320	GRNT PROJ MANAGEMEN	0.00	32,531.25
09000	17287	03/08/24	1553	ROCK COUNTY LEADER	01202310100	20540	ADMN MEETING NOTICE	0.00	23.27
09000	17288	03/08/24	1556	SCOB Y BROS LLC	01202310100	20540	ADMN PROMOTIONAL EX	0.00	904.60
09000	17288	03/08/24	1556	SCOB Y BROS LLC	01202520400	20610	SRS SUPPLIES	0.00	789.62
TOTAL CHECK									1,694.22
09000	17289	03/08/24	1554	SPRINGVIEW HERALD	01202310100	20540	ADMN MEETING NOTICE	0.00	8.83
09000	17289	03/08/24	1554	SPRINGVIEW HERALD	01202310100	20540	ADMN MEETING NOTICE	0.00	9.29
09000	17289	03/08/24	1554	SPRINGVIEW HERALD	01202310100	20540	ADMN MEETING NOTICE	0.00	9.76
TOTAL CHECK									27.88
09000	17290	03/08/24	1787	TAMERA CHEATUM	01203575570	20333	CANVAS MILEAGE REIM	0.00	223.78
09000	17291	03/08/24	1555	VALENTINE MIDLAND N	01202310100	20540	ADMN MEETING NOTICE	0.00	23.76
09000	EFT00230	03/03/24	1074	HOLIDAY INN EXPRESS	01202610100	20520	ADMN INSURANCE	0.00	665.00
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL/PARKING	0.00	5.00
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01203575570	20580	CANVAS TRAVEL EXPEN	0.00	1,890.29
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL EXP	0.00	77.44
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202310100	20810	ADMN MECA DUES	0.00	150.00
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01203500578	20580	NCN CYBER CREDIT	0.00	-29.00
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202320100	20610	ADMN SUPPLIES	0.00	26.99
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	0120250520	20330	PDO SDA PRO DEV	0.00	220.14
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01203500578	20580	NCN CYBER DESOTO	0.00	517.72
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01203500578	20580	NCN CYBER NETA	0.00	35.00
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202320100	20610	ADMN SUPPLIES	0.00	55.68
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL/MEALS	0.00	35.28
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202580200	20650	PS GOOGLE SUITE	0.00	146.47

EFINANCE - POWERSCHOOL
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ESU COORDINATING COUNCIL
CHECK REGISTER - BY FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.yr='24' and transact.period='7'
ACCOUNTING PERIOD: 7/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202580200	20650	PS ASANA	0.00	134.90
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202800200	20610	PS SUPPLIES	0.00	28.53
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202580100	20650	ADMN GODADDY	0.00	104.51
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01203500578	20580	NCN CYBER TRAVEL	0.00	35.00
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202800620	20580	DEC TRAVEL	0.00	35.00
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202580400	20320	SRS JETBRAINS	0.00	783.09
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202800620	20580	DEC TRAVEL/MEALS	0.00	17.25
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202580300	20320	COOP MAILCHIMP	0.00	93.50
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202800620	20580	DEC TRAVEL/MEALS	0.00	27.94
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202800620	20580	DEC TRAVEL/MEALS	0.00	66.97
09000	EFT00231	03/08/24	1039	UNION BANK & TRUST	01202520620	20610	DEC SUPPLIES	0.00	41.41
TOTAL CHECK								0.00	4,499.11
TOTAL CASH ACCOUNT								0.00	260,995.94
TOTAL FUND								0.00	260,995.94
TOTAL REPORT								0.00	260,995.94

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
TIME: 11:51:49

ESU COORDINATING COUNCIL
Purchase Order STATUS REPORT

PAGE NUMBER: 1
STATMN21
INFO: ORDERED BY NUMBER

SELECTION CRITERIA: encl'dgr.yr='24'

PURCHASE OR	ORG UNIT	ACCOUNT	ACCOUNT	VENDOR DATE	NAME DESCRIPTION	SALES TAX USE TAX	ORIGINAL PAYMENTS	CHANGE BALANCE
24000002-01	01203500500	20320		1711 09/29/23	PITSCO 46695 ROBOTICS KITS	0.00 0.00	26,327.70 .00	.00 26,327.70
24000002-02	01203500500	20320		1711 09/29/23	PITSCO 46696 ROBOTICS KITS	0.00 0.00	25,004.70 .00	.00 25,004.70
24000002-03	01203500500	20320		1711 09/29/23	PITSCO 45853 ROBOTICS KITS	0.00 0.00	1,321.65 .00	.00 1,321.65
24000002-04	01203500500	20320		1711 09/29/23	PITSCO 44322 ROBOTICS KITS	0.00 0.00	15,503.60 .00	.00 15,503.60
24000002-05	01203500500	20320		1711 09/29/23	PITSCO 45941 ROBOTICS KITS	0.00 0.00	8,286.88 .00	.00 8,286.88
24000002-06	01203500500	20320		1711 09/29/23	PITSCO 43054 ROBOTICS KITS	0.00 0.00	24,103.71 .00	.00 24,103.71
24000003-01	01202520300	20900		1038 10/09/23	WORLD BOOK WB-PP WORLD BOOK NEBRASK	0.00 0.00	55.80 .00	.00 55.80
24000004-01	01202520300	20900		1038 10/09/23	WORLD BOOK WB-EARLY WORLD BOOK EARL	0.00 0.00	8.40 .00	.00 8.40
24000004-02	01202520300	20900		1038 10/09/23	WORLD BOOK WB-PP WORLD BOOK NEBRASK	0.00 0.00	13.64 .00	.00 13.64
24000005-01	01202520300	20900		1038 10/09/23	WORLD BOOK WB-PP WORLD BOOK NEBRASK	0.00 0.00	288.30 .00	.00 288.30
24000006-01	01202520300	20900		1038 10/25/23	WORLD BOOK WB-NE-PS WORLD BOOK POWE	0.00 0.00	54.87 .00	.00 54.87
24000007-01	01202580200	20650		1397 01/30/24	JOURNEYED.COM INC. 1899824 MICROSOFT OFFICE	0.00 0.00	54.08 .00	.00 54.08
24000009-01	01202800200	20580		1812 03/19/24	KANSAS POWERSCHOOL USER CENTRAL STATES PSUG CONFE	0.00 0.00	300.00 .00	.00 300.00
24000010-01	01202580620	20650		1397 04/16/24	JOURNEYED.COM INC. ADOBE STOCK SMALL 10 IMAG	0.00 0.00	323.88 .00	.00 323.88
TOTAL REPORT						0.00 0.00	101,647.21 .00	.00 101,647.21

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
TIME: 11:51:13

ESU COORDINATING COUNCIL
SUMMARY EXPENDITURE COMPARISON REPORT

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 7/24

Fund - 01 - GENERAL FUND

TITLE	CURRENT YEAR				PRIOR YEAR			
	BUDGET	EXPENDITURES	BALANCE	%	BUDGET	EXPENDITURES	BALANCE	%
TOTAL EXPENSE	15,387,396.00	4,781,087.97	10,606,308.03	31.07	10,369,140.00	6,929,628.12	3,439,511.88	66.83
TOTAL GENERAL FUND	15,387,396.00	4,781,087.97	10,606,308.03	31.07	10,369,140.00	6,929,628.12	3,439,511.88	66.83
TOTAL REPORT	15,387,396.00	4,781,087.97	10,606,308.03	31.07	10,369,140.00	6,929,628.12	3,439,511.88	66.83

SUNGARD PENTAMATION, INC.
DATE: 04/05/2024
TIME: 10:45:27

ESU COORDINATING COUNCIL
INVOICE SHORT LISTING

PAGE NUMBER: 1
MODULE: mrinvlrp

SELECTION CRITERIA: cmropenitem.total_due>0.0

INV DATE	INVOICE NO	CUSTOMER #	CUSTOMER NAME	ORIG INVOICE	INVOICE ADJT	----PAYMENTS	PAYMENT ADJT	-WRITTEN OFF	---TOTAL DUE
01/29/2024	CANV000006	LINCOLNLUT	LINCOLN LUTHERAN M	3,000.00	.00	.00	.00	.00	3,000.00
05/23/2023	COOP002361	WOODRIVER	WOOD RIVER RURAL S	93.00	.00	.00	.00	.00	93.00
05/23/2023	COOP002386	SCOTTSBLUF	SCOTTSBLUFF PUBLIC	3,069.00	.00	.00	.00	.00	3,069.00
06/23/2023	COOP002469	GRANDISLAN	GRAND ISLAND PUBLI	351.00	.00	.00	.00	.00	351.00
06/26/2023	COOP002518	NORTHWEST	NORTHWEST PUBLIC S	1,367.00	.00	.00	.00	.00	1,367.00
08/17/2023	COOP002576	ALMA	ALMA PUBLIC SCHOOL	787.50	.00	.00	.00	.00	787.50
10/31/2023	COOP002662	CRAWFORD	CRAWFORD PUBLIC SC	400.00	.00	.00	.00	.00	400.00
05/17/2023	GRNT000037	NDE	NEBRASKA DEPT OF E	21,558.83	.00	-20,800.00	.00	.00	758.83
08/16/2023	GRNT000044	DUCHESNE	DUCHESNE ACADEMY	1,912.50	.00	.00	.00	.00	1,912.50
08/22/2023	GRNT000055	DAVIDCITY	DAVID CITY PUBLIC	30.00	.00	.00	.00	.00	30.00
08/22/2023	GRNT000063	FORTCALHOU	FORT CALHOUN COMMU	300.00	.00	.00	.00	.00	300.00
08/22/2023	GRNT000085	TWINRIVER	TWIN RIVER PUBLIC	30.00	.00	.00	.00	.00	30.00
08/23/2023	GRNT000090	FORTCALHOU	FORT CALHOUN COMMU	2,272.50	.00	.00	.00	.00	2,272.50
08/23/2023	GRNT000098	OMCHRISACA	OMAHA CHRISTIAN AC	720.00	.00	.00	.00	.00	720.00
08/23/2023	GRNT000104	DESHLERLUT	DESHLER LUTHERAN S	121.50	.00	.00	.00	.00	121.50
08/23/2023	GRNT000146	LUTHHIGHNE	LUTHERAN HIGH NORT	675.00	.00	-225.00	.00	.00	450.00
08/23/2023	GRNT000168	BRIDGEPORT	BRIDGEPORT PUBLIC	2,250.00	.00	.00	.00	.00	2,250.00
03/05/2024	GRNT000199	NDE	NEBRASKA DEPT OF E	32,531.25	.00	.00	.00	.00	32,531.25
12/20/2022	PDO0001022	NDE	NEBRASKA DEPT OF E	380.00	.00	.00	.00	.00	380.00
05/19/2023	PDO0001038	ESU16	EDUCATIONAL SERVIC	620.00	.00	-580.00	.00	.00	40.00
05/19/2023	PDO0001042	NDE	NEBRASKA DEPT OF E	720.00	-100.00	.00	.00	.00	620.00
01/16/2023	PS00000144	ARLINGTON	ARLINGTON PUBLIC S	225.00	.00	.00	.00	.00	225.00
05/17/2023	PS00000213	MEAD	MEAD PUBLIC SCHOOL	450.30	.00	.00	.00	.00	450.30
09/08/2023	PS00000240	FILLMORE	FILLMORE CENTRAL P	10,397.32	.00	.00	.00	.00	10,397.32
03/21/2023	VNDR000133	NATART	NATIONAL ART & SCH	9.63	.00	.00	.00	.00	9.63
03/21/2023	VNDR000135	VIRCO	VIRCO INC	33.53	.00	.00	.00	.00	33.53
04/14/2023	VNDR000137	SWANK	SWANK MOTION PICTU	450.00	.00	.00	.00	.00	450.00
10/06/2023	VNDR000162	COMPBOOK	COMPLETE BOOK & ME	6.51	.00	.00	.00	.00	6.51
02/21/2024	VNDR000166	IMPERO	IMPERO INC	116.14	.00	.00	.00	.00	116.14
02/21/2024	VNDR000167	SENSO	SENSO CLOUD	70.28	.00	.00	.00	.00	70.28
TOTAL REPORT: 30				84,947.79	-100.00	-21,605.00	.00	.00	63,242.79

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
TIME: 11:51:27

ESU COORDINATING COUNCIL
SUMMARY REVENUE COMPARISON REPORT

SELECTION CRITERIA: ALL
ACCOUNTING PERIOD: 7/24

Fund - 01 - GENERAL FUND

		CURRENT YEAR				PRIOR YEAR			
TITLE		BUDGET	REVENUE	BALANCE	%	BUDGET	REVENUE	BALANCE	%
TOTAL	REVENUE	15,387,396.00	6,727,043.60	8,660,352.40	43.72	10,369,140.00	6,870,413.72	3,498,726.28	66.26
TOTAL	GENERAL FUND	15,387,396.00	6,727,043.60	8,660,352.40	43.72	10,369,140.00	6,870,413.72	3,498,726.28	66.26
TOTAL	REPORT	15,387,396.00	6,727,043.60	8,660,352.40	43.72	10,369,140.00	6,870,413.72	3,498,726.28	66.26

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
TIME: 11:50:57

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 1
AUDIT31

SELECTION CRITERIA: transact.yr='24' and transact.period='7'
ACCOUNTING PERIOD: 7/24

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

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11410	INTEREST						
7 /24	03/31/24	19	BANKREC			17,487.12	RECONCILIATION INTEREST
TOTAL	INTEREST				.00	17,487.12	.00
TOTAL	ADMN INTEREST REVENUE				.00	17,487.12	.00

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT31

SELECTION CRITERIA: transact.yr='24' and transact.period='7'
ACCOUNTING PERIOD: 7/24

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951100 - ADMN REVENUE, ESU/SCHOOL

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
11990	INVOICED		REVENUE						
7 /24	03/13/24	19		84			1,000.00		RECEIVABLE-RC- 031324PQ
7 /24	03/15/24	19		85			2,000.00		RECEIVABLE-RC- 031524PQ
7 /24	03/27/24	19		87			1,000.00		RECEIVABLE-RC- 032724PQ
7 /24	03/28/24	19		88			1,000.00		RECEIVABLE-RC- 032824PQ
TOTAL	INVOICED		REVENUE			.00	5,000.00	.00	
TOTAL	ADMN		REVENUE, ESU/SCHOOL			.00	5,000.00	.00	

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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 3
AUDIT31

SELECTION CRITERIA: transact.yr='24' and transact.period='7'
ACCOUNTING PERIOD: 7/24

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951500 - PDO REVENUE, ESU/SCHOOL

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990	INVOICED REVENUE						
7 /24	03/05/24	19	81			575.00	RECEIVABLE-RC- 030124PQ
TOTAL	INVOICED REVENUE				.00	575.00	.00
TOTAL	PDO REVENUE, ESU/SCHOOL				.00	575.00	.00

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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 4
AUDIT31

SELECTION CRITERIA: transact.yr='24' and transact.period='7'
ACCOUNTING PERIOD: 7/24

FUND - 01 - GENERAL FUND
ORG UNIT - 01101951620 - BL DEC REVENUE, ESU/SCHOO

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990	INVOICED REVENUE						
7 /24	03/18/24	24				586.33	.00 DEC PRESENTATION
TOTAL	INVOICED REVENUE				.00	586.33	.00
TOTAL	BL DEC REVENUE, ESU/SCHOO				.00	586.33	.00

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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 5
AUDIT31

SELECTION CRITERIA: transact.yr='24' and transact.period='7'
ACCOUNTING PERIOD: 7/24

FUND - 01 - GENERAL FUND
ORG UNIT - 01101960500 - PDO REVENUE, LOCAL GOV

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
14997	MOU/CONTRACTS						
7 /24	03/05/24	19	81			100,548.24	RECEIVABLE-RC- 030124PQ
TOTAL	MOU/CONTRACTS				.00	100,548.24	.00
TOTAL	PDO REVENUE, LOCAL GOV				.00	100,548.24	.00

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ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 6
AUDIT31

SELECTION CRITERIA: transact.yr='24' and transact.period='7'
ACCOUNTING PERIOD: 7/24

FUND - 01 - GENERAL FUND
ORG UNIT - 01101960570 - CANVAS REVENUE

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
14995	GRANT REVENUE						
7 /24	03/15/24	19	86			152,187.77	RECEIVABLE-RC- 031524PQ
7 /24	03/27/24	24				825.00	.00 CANVAS, ESU 2, BATTLE CRE
TOTAL	GRANT REVENUE				.00	153,012.77	.00
TOTAL	CANVAS REVENUE				.00	153,012.77	.00

EFINANCE - POWERSCHOOL
DATE: 04/17/2024
TIME: 11:50:57

ESU COORDINATING COUNCIL
REVENUE TRANSACTION ANALYSIS

PAGE NUMBER: 7
AUDIT31

SELECTION CRITERIA: transact.yr='24' and transact.period='7'
ACCOUNTING PERIOD: 7/24

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

ACCOUNT	DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
11990	INVOICED REVENUE						
7 /24	03/11/24	19	83			16.26	RECEIVABLE-RC- 031124PQ
TOTAL	INVOICED REVENUE				.00	16.26	.00
12400	ADMIN FEES						
7 /24	03/05/24	24				795.35	.00 COOP SIEMENS/BRIGHTLY
7 /24	03/11/24	24				42.54	.00 COOP HUBERT ADMIN FEE
7 /24	03/14/24	24				2,662.20	.00 COOP INTERLINE
7 /24	03/14/24	24				479.06	.00 COOP SYSCO ADMN FEE
7 /24	03/28/24	24				15,811.10	.00 COOP SYSCO ADMN FEE
7 /24	03/28/24	24				3,137.69	.00 COOP INTERLINE ADMN FEE
TOTAL	ADMIN FEES				.00	22,927.94	.00
TOTAL	COOP LOCAL SALES REVENUE				.00	22,944.20	.00
TOTAL	GENERAL FUND				.00	300,153.66	.00
TOTAL REPORT					.00	300,153.66	.00

EFINANCE - POWERSCHOOL
DATE: 05/02/2024
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ESU COORDINATING COUNCIL
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.yr='24' and transact.period='9'
ACCOUNTING PERIOD: 8/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	17323	05/08/24	1815	ABANTE LLC	01203575570	20610	CANVAS SUPPLIES	0.00	280.07
09000	17323	05/08/24	1815	ABANTE LLC	01203575570	20610	CANVAS SUPPLIES	0.00	497.50
TOTAL	CHECK							0.00	777.57
09000	17324	05/08/24	1107	AEPA INC.	01202310300	20810	COOP 2023 ASSESSMEN	0.00	5,406.90
09000	17325	05/08/24	1638	AIMEE MUEHLING	01202580200	20320	PS CONTRACT SERVICE	0.00	2,877.93
09000	17326	05/08/24	1552	AINSWORTH STAR JOUR	01202310100	20540	ADMN MEETING NOTICE	0.00	8.24
09000	17326	05/08/24	1552	AINSWORTH STAR JOUR	01202310100	20540	ADMN RULE 84 MTG	0.00	8.24
TOTAL	CHECK							0.00	16.48
09000	17327	05/08/24	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	231.82
09000	17327	05/08/24	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	128.64
09000	17327	05/08/24	1466	ANDREW EASTON	01202800620	20333	DEC MILEAGE REIMBUR	0.00	57.62
TOTAL	CHECK							0.00	418.08
09000	17328	05/08/24	1796	ANDREW BOELL	01203500578	20333	NCN CYBER MILEAGE R	0.00	506.52
09000	17329	05/08/24	1002	APPLE COMPUTER	01202580200	20734	PS HARDWARE	0.00	2,687.00
09000	17329	05/08/24	1002	APPLE COMPUTER	01202580300	20734	COOP HARDWARE	0.00	2,847.00
09000	17329	05/08/24	1002	APPLE COMPUTER	01203575570	20734	CANVAS HARDWARE	0.00	3,485.00
09000	17329	05/08/24	1002	APPLE COMPUTER	01202580400	20734	SRS HARDWARE	0.00	2,847.00
09000	17329	05/08/24	1002	APPLE COMPUTER	01202580620	20734	DEC HARDWARE	0.00	2,847.00
TOTAL	CHECK							0.00	14,713.00
09000	17330	05/08/24	1814	WILLIAM SCHROEDER	01203575570	20333	CANVAS MILEAGE REIM	0.00	53.60
09000	17330	05/08/24	1814	WILLIAM SCHROEDER	01203575570	20580	CANVAS TRAVEL/MEALS	0.00	37.41
09000	17330	05/08/24	1814	WILLIAM SCHROEDER	01203575570	20333	CANVAS MILEAGE REIM	0.00	595.63
09000	17330	05/08/24	1814	WILLIAM SCHROEDER	01203575570	20333	CANVAS MILEAGE REIM	0.00	154.77
TOTAL	CHECK							0.00	841.41
09000	17331	05/08/24	1050	BISHOP BUSINESS	01202530100	20550	ADMN PRINTING EXP	0.00	29.06
09000	17331	05/08/24	1050	BISHOP BUSINESS	01202530400	20550	SRS PRINTING EXP	0.00	9.69
TOTAL	CHECK							0.00	38.75
09000	17332	05/08/24	1007	CDW GOVERNMENT INC.	01203500578	20734	NCN CYBER HARDWARE	0.00	593.89
09000	17333	05/08/24	1198	COMFORT INN	01202800200	20580	PS LODGING, MEDEMA	0.00	249.90
09000	17333	05/08/24	1198	COMFORT INN	01202800200	20580	PS LODGING, SOSALLA	0.00	249.90
09000	17333	05/08/24	1198	COMFORT INN	01202800200	20580	PS LODGING, CLAY	0.00	249.90
09000	17333	05/08/24	1198	COMFORT INN	01202800200	20580	PS LODGING, BADEN	0.00	249.90
09000	17333	05/08/24	1198	COMFORT INN	01202800200	20580	PS LODGING, MULLER	0.00	249.90
09000	17333	05/08/24	1198	COMFORT INN	01202800200	20580	PS LODGING, BURENHE	0.00	249.90
09000	17333	05/08/24	1198	COMFORT INN	01202800400	20580	SRS LODGING, MCKINN	0.00	124.95
09000	17333	05/08/24	1198	COMFORT INN	01202800620	20580	DEC LODGING, ISAACS	0.00	124.95
TOTAL	CHECK							0.00	1,749.30
09000	17334	05/08/24	1278	CORNHUSKER MARRIOTT	01203575570	20580	CANVAS LODGING, JOH	0.00	214.00
09000	17334	05/08/24	1278	CORNHUSKER MARRIOTT	01203575570	20580	CANVAS LODGING, CHE	0.00	214.00
TOTAL	CHECK							0.00	428.00

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ESU COORDINATING COUNCIL
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.yr='24' and transact.period='9'
ACCOUNTING PERIOD: 8/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	17335	05/08/24	1101	CRAIG PETERSON	01202800300	20333	COOP MILEAGE REIMBU	0.00	113.90
09000	17336	05/08/24	1061	DEB HERICKS	01202800500	20333	PDO MILEAGE REIMBUR	0.00	251.92
09000	17336	05/08/24	1061	DEB HERICKS	01202800500	20330	PDO TRAVEL/MEALS	0.00	27.99
TOTAL CHECK								0.00	279.91
09000	17337	05/08/24	1662	EMBASSY SUITES - LI	01202800100	20580	ADMN LODGING, QUINT	0.00	139.00
09000	17337	05/08/24	1662	EMBASSY SUITES - LI	01202800300	20580	COOP LODGING, QUINT	0.00	139.00
TOTAL CHECK								0.00	278.00
09000	17338	05/08/24	1057	ESU 3	01202320100	20580	ADMN MEETING/MEALS	0.00	282.75
09000	17338	05/08/24	1057	ESU 3	01202610100	20440	ADMN RENT OMAHA	0.00	240.49
09000	17338	05/08/24	1057	ESU 3	01202610300	20440	COOP RENT OMAHA	0.00	90.53
09000	17338	05/08/24	1057	ESU 3	01202610400	20440	SRS RENT OMAHA	0.00	1,505.14
09000	17338	05/08/24	1057	ESU 3	01202610600	20440	IMAT RENT OMAHA	0.00	130.14
09000	17338	05/08/24	1057	ESU 3	01202610620	20440	DEC RENT OMAHA	0.00	441.36
09000	17338	05/08/24	1057	ESU 3	01202610200	20440	PS RENT OMAHA	0.00	90.53
09000	17338	05/08/24	1057	ESU 3	01203575570	20440	CANVAS RENT OMAHA	0.00	48.10
09000	17338	05/08/24	1057	ESU 3	01202560100	20531	ADMN POSTAGE OMAHA	0.00	0.64
09000	17338	05/08/24	1057	ESU 3	01202320100	20580	ADMN MEETING/MEALS	0.00	836.75
09000	17338	05/08/24	1057	ESU 3	01203575570	20580	CANVAL MEETING/MEAL	0.00	490.55
TOTAL CHECK								0.00	4,156.98
09000	17339	05/08/24	1151	ESU 7	01203500577	20320	CSET CYBER HELPDESK	0.00	288.75
09000	17340	05/08/24	1067	ESU 10	01202580100	20320	ADMN SIMPL PROGRAMM	0.00	700.00
09000	17341	05/08/24	1064	ESU 17	01202320100	20110	ADMN EXEC DIR SALAR	0.00	9,181.09
09000	17341	05/08/24	1064	ESU 17	01202320100	20220	ADMN EXEC DIR SS/ME	0.00	699.31
09000	17341	05/08/24	1064	ESU 17	01202320100	20230	ADMN EXEC DIR RETIR	0.00	905.26
09000	17341	05/08/24	1064	ESU 17	01202320100	20270	ADMN EXEC DIR WORK	0.00	35.37
09000	17341	05/08/24	1064	ESU 17	01202800100	20110	ADMN STAFF SALARIES	0.00	3,858.37
09000	17341	05/08/24	1064	ESU 17	01202800100	20220	ADMN STAFF SS/MEDIC	0.00	241.28
09000	17341	05/08/24	1064	ESU 17	01202800100	20230	ADMN STAFF RETIREME	0.00	381.12
09000	17341	05/08/24	1064	ESU 17	01202800100	20270	ADMN STAFF WORK COM	0.00	15.06
09000	17341	05/08/24	1064	ESU 17	01202510100	20315	ADMN FISCAL AGENT F	0.00	300.00
09000	17341	05/08/24	1064	ESU 17	01202320300	20110	COOP EXEC DIR SALAR	0.00	946.50
09000	17341	05/08/24	1064	ESU 17	01202320300	20220	COOP EXEC DIR SS/ME	0.00	72.09
09000	17341	05/08/24	1064	ESU 17	01202320300	20230	COOP EXEC DIR RETIR	0.00	93.33
09000	17341	05/08/24	1064	ESU 17	01202320300	20270	COOP EXEC DIR WORK	0.00	3.65
09000	17341	05/08/24	1064	ESU 17	01202800300	20110	COOP STAFF SALARIES	0.00	21,032.44
09000	17341	05/08/24	1064	ESU 17	01202800300	20220	COOP STAFF SS/MEDIC	0.00	1,248.91
09000	17341	05/08/24	1064	ESU 17	01202800300	20230	COOP STAFF RETIREME	0.00	2,077.54
09000	17341	05/08/24	1064	ESU 17	01202800300	20270	COOP STAFF WORK COM	0.00	81.97
09000	17341	05/08/24	1064	ESU 17	01202610300	20440	COOP RENT AINSWORTH	0.00	608.00
09000	17341	05/08/24	1064	ESU 17	01202580300	20530	COOP PHONE AINSWORT	0.00	84.00
09000	17341	05/08/24	1064	ESU 17	01202530300	20550	COOP COPIER/PRINTIN	0.00	17.50
09000	17341	05/08/24	1064	ESU 17	01202610300	20520	COOP BOND/INSURANCE	0.00	32.00
09000	17341	05/08/24	1064	ESU 17	01202320620	20110	DEC EXEC DIR SALARI	0.00	6,625.53
09000	17341	05/08/24	1064	ESU 17	01202320620	20220	DEC EXEC DIR SS/MED	0.00	504.65
09000	17341	05/08/24	1064	ESU 17	01202320620	20230	DEC EXEC DIR RETIRE	0.00	653.28
09000	17341	05/08/24	1064	ESU 17	01202320620	20270	DEC EXEC DIR WORK C	0.00	25.52

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ESU COORDINATING COUNCIL
CHECK REGISTER - BY FUND

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ACCTPA21

SELECTION CRITERIA: transact.yr='24' and transact.period='9'
ACCOUNTING PERIOD: 8/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	17341	05/08/24	1064	ESU 17	01202580620	20110	DEC TECH SALARIES	0.00	5,435.10
09000	17341	05/08/24	1064	ESU 17	01202580620	20220	DEC TECH SS/MEDICAR	0.00	332.46
09000	17341	05/08/24	1064	ESU 17	01202580620	20230	DEC TECH RETIREMENT	0.00	536.87
09000	17341	05/08/24	1064	ESU 17	01202580620	20270	DEC TECH WORK COMP	0.00	21.07
09000	17341	05/08/24	1064	ESU 17	01202580620	20290	DEC TECH HEALTH EQU	0.00	2.80
09000	17341	05/08/24	1064	ESU 17	01202800620	20110	DEC STAFF SALARIES	0.00	9,408.02
09000	17341	05/08/24	1064	ESU 17	01202800620	20220	DEC STAFF SS/MEDICA	0.00	660.50
09000	17341	05/08/24	1064	ESU 17	01202800620	20230	DEC STAFF RETIREMEN	0.00	929.31
09000	17341	05/08/24	1064	ESU 17	01202800620	20270	DEC STAFF WORK COMP	0.00	36.67
09000	17341	05/08/24	1064	ESU 17	01202320600	20110	IMAT EXEC DIR SALAR	0.00	1,135.81
09000	17341	05/08/24	1064	ESU 17	01202320600	20220	IMAT EXEC DIR SS/ME	0.00	86.51
09000	17341	05/08/24	1064	ESU 17	01202320600	20230	IMAT EXEC DIR RETIR	0.00	111.99
09000	17341	05/08/24	1064	ESU 17	01202320600	20270	IMAT EXEC DIR WORK	0.00	4.38
09000	17341	05/08/24	1064	ESU 17	01202800600	20110	IMAT STAFF SALARIES	0.00	6,277.04
09000	17341	05/08/24	1064	ESU 17	01202800600	20220	IMAT STAFF SS/MEDIC	0.00	450.94
09000	17341	05/08/24	1064	ESU 17	01202800600	20230	IMAT STAFF RETIREME	0.00	620.04
09000	17341	05/08/24	1064	ESU 17	01202800600	20270	IMAT STAFF WORK COM	0.00	24.53
09000	17341	05/08/24	1064	ESU 17	01202320400	20110	SRS EXEC DIR SALARI	0.00	1,041.15
09000	17341	05/08/24	1064	ESU 17	01202320400	20220	SRS EXEC DIR SS/MED	0.00	79.30
09000	17341	05/08/24	1064	ESU 17	01202320400	20230	SRS EXEC DIR RETIRE	0.00	102.66
09000	17341	05/08/24	1064	ESU 17	01202320400	20270	SRS EXEC DIR WORK C	0.00	4.01
09000	17341	05/08/24	1064	ESU 17	01202580400	20110	SRS TECH SALARIES	0.00	5,435.10
09000	17341	05/08/24	1064	ESU 17	01202580400	20220	SRS TECH SS/MEDICAR	0.00	332.46
09000	17341	05/08/24	1064	ESU 17	01202580400	20230	SRS TECH RETIREMENT	0.00	536.87
09000	17341	05/08/24	1064	ESU 17	01202580400	20270	SRS TECH WORK COMP	0.00	21.07
09000	17341	05/08/24	1064	ESU 17	01202580400	20290	SRS TECH HEALTH EQU	0.00	2.80
09000	17341	05/08/24	1064	ESU 17	01202800400	20110	SRS STAFF SALARIES	0.00	27,466.47
09000	17341	05/08/24	1064	ESU 17	01202800400	20220	SRS STAFF SS/MEDICA	0.00	1,843.85
09000	17341	05/08/24	1064	ESU 17	01202800400	20230	SRS STAFF RETIREMEN	0.00	2,713.08
09000	17341	05/08/24	1064	ESU 17	01202800400	20270	SRS STAFF WORK COMP	0.00	107.79
09000	17341	05/08/24	1064	ESU 17	01202250560	20110	CRISIS SALARIES	0.00	702.51
09000	17341	05/08/24	1064	ESU 17	01202250560	20220	CRISIS SS/MEDICARE	0.00	47.04
09000	17341	05/08/24	1064	ESU 17	01202250560	20230	CRISIS RETIREMENT	0.00	69.39
09000	17341	05/08/24	1064	ESU 17	01202250560	20270	CRISIS WORK COMP	0.00	2.75
09000	17341	05/08/24	1064	ESU 17	01202800570	20110	CANVAS STAFF SALARI	0.00	25,782.37
09000	17341	05/08/24	1064	ESU 17	01202800570	20220	CANVAS STAFF SS/MED	0.00	1,640.91
09000	17341	05/08/24	1064	ESU 17	01202800570	20230	CANVAS STAFF RETIRE	0.00	2,546.73
09000	17341	05/08/24	1064	ESU 17	01202800570	20270	CANVAS STAFF WORK C	0.00	104.08
09000	17341	05/08/24	1064	ESU 17	01202580570	20110	CANVAS TECH SALARIE	0.00	2,717.55
09000	17341	05/08/24	1064	ESU 17	01202580570	20220	CANVAS TECH SS/MEDI	0.00	166.23
09000	17341	05/08/24	1064	ESU 17	01202580570	20230	CANVAS TECH RETIREM	0.00	268.43
09000	17341	05/08/24	1064	ESU 17	01202580570	20270	CANVAS TECH WORK CO	0.00	10.53
09000	17341	05/08/24	1064	ESU 17	01202580570	20290	CANVAS TECH HEALTH	0.00	1.40
09000	17341	05/08/24	1064	ESU 17	01202800200	20110	PS STAFF SALARIES	0.00	31,583.29
09000	17341	05/08/24	1064	ESU 17	01202800200	20220	PS STAFF SS/MEDICAR	0.00	2,226.57
09000	17341	05/08/24	1064	ESU 17	01202800200	20230	PS STAFF RETIREMENT	0.00	3,119.74
09000	17341	05/08/24	1064	ESU 17	01202800200	20270	PS STAFF WORK COMP	0.00	124.35
09000	17341	05/08/24	1064	ESU 17	01202800200	20290	PS STAFF HEALTH EQU	0.00	7.00
09000	17341	05/08/24	1064	ESU 17	01202800578	20110	NCN CYBER SALARIES	0.00	34,500.35
09000	17341	05/08/24	1064	ESU 17	01202800578	20220	NCN CYBER SS/MEDICA	0.00	2,433.98
09000	17341	05/08/24	1064	ESU 17	01202800578	20230	NCN CYBER RETIREMEN	0.00	3,407.87
09000	17341	05/08/24	1064	ESU 17	01202800578	20270	NCN CYBER WORK COMP	0.00	138.13

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	17341	05/08/24	1064	ESU 17	01202800590	20110	PROJ PARA SALARIES	0.00	7,348.89
09000	17341	05/08/24	1064	ESU 17	01202800590	20220	PROJ PARA SS/MEDICA	0.00	437.32
09000	17341	05/08/24	1064	ESU 17	01202800590	20230	PROJ PARA RETIREMEN	0.00	725.91
09000	17341	05/08/24	1064	ESU 17	01202800590	20270	PROJ PARA WORK COMP	0.00	29.20
TOTAL CHECK								0.00	235,626.94
09000	17342	05/08/24	1754	FAIRFIELD INN	01203575570	20580	CANVAS LODGING, AVE	0.00	169.00
09000	17342	05/08/24	1754	FAIRFIELD INN	01203575570	20580	CANVAS LODGING, JOH	0.00	169.00
09000	17342	05/08/24	1754	FAIRFIELD INN	01203575570	20580	CANVAS LODGING, SCH	0.00	169.00
TOTAL CHECK								0.00	507.00
09000	17343	05/08/24	1817	GRINDSTONE MEDIA	01203500500	20320	BEHAVIOR INTV VIDEO	0.00	5,000.00
09000	17344	05/08/24	1661	HAMPTON INN - KEARN	01202800500	20580	PDO LODGING, HERICK	0.00	338.00
09000	17345	05/08/24	1816	HOLIDAY INN EXPRESS	01203575570	20580	CANVAS LODGING, JOH	0.00	104.00
09000	17346	05/08/24	1384	HOLIDAY INN EXPRESS	01202800300	20580	COOP LODGING, QUINT	0.00	96.00
09000	17346	05/08/24	1384	HOLIDAY INN EXPRESS	01202800100	20580	ADMN LODGING, QUINT	0.00	96.00
TOTAL CHECK								0.00	192.00
09000	17347	05/08/24	1312	INSTRUCTURE INC	01203575570	20320	CANVAS IMPLEMENTATI	0.00	18,158.40
09000	17348	05/08/24	1397	JOURNEYED.COM INC.	01202580100	20650	ADMN ADOBE LICENSE	0.00	10.00
09000	17348	05/08/24	1397	JOURNEYED.COM INC.	01202580620	20650	DEC ADOBE LICENSE	0.00	15.00
09000	17348	05/08/24	1397	JOURNEYED.COM INC.	01202580300	20650	COOP ADOBE LICENSE	0.00	20.00
09000	17348	05/08/24	1397	JOURNEYED.COM INC.	01202580400	20650	SRS ADOBE LICENSE	0.00	25.00
09000	17348	05/08/24	1397	JOURNEYED.COM INC.	01202580600	20650	IMAT ADOBE LICENSE	0.00	5.00
09000	17348	05/08/24	1397	JOURNEYED.COM INC.	01202580200	20650	PS ADOBE LICENSE	0.00	30.00
09000	17348	05/08/24	1397	JOURNEYED.COM INC.	01203575570	20650	CANVAS ADOBE LICENS	0.00	15.00
09000	17348	05/08/24	1397	JOURNEYED.COM INC.	01203500578	20734	NCN CYBER ADOBE LIC	0.00	15.00
09000	17348	05/08/24	1397	JOURNEYED.COM INC.	01202580620	20650	DEC ADOBE STOCK	0.00	323.88
TOTAL CHECK								0.00	458.88
09000	17349	05/08/24	1812	KANSAS POWERSCHOOL	01202800200	20580	PS REGISTRATION, BA	0.00	300.00
09000	17350	05/08/24	1215	MIDWEST CONNECT	01202520300	20610	COOP SUPPLIES	0.00	241.00
09000	17351	05/08/24	1042	NE COUNCIL OF SCHOO	01202310100	20810	ADMN NCSA RENEWAL	0.00	125.00
09000	17352	05/08/24	1502	NEBRASKA DEPARTMENT	01202580200	20320	PS DATA CONF	0.00	400.00
09000	17353	05/08/24	1640	NICOLE MULLER	01202580200	20320	PS CONTRACT SERVICE	0.00	4,620.80
09000	17354	05/08/24	1106	NORTHEAST COMMUNITY	01203575570	20320	CANVAS MEETING FEE	0.00	300.00
09000	17355	05/08/24	1120	OGALLALA PUBLIC SCH	01203500577	20580	CSET CYBER TRAVEL/C	0.00	1,120.26
09000	17356	05/08/24	1657	POWERSCHOOL GROUP L	01202580200	20320	PS SIS/ENROLL YUTAN	0.00	4,964.38
09000	17357	05/08/24	1076	PRISCILLA QUINTANA	01202800300	20580	COOP TRAVEL/MEALS	0.00	43.04
09000	17357	05/08/24	1076	PRISCILLA QUINTANA	01202800100	20580	ADMN TRAVEL EXPENSE	0.00	36.62

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	17357	05/08/24	1076	PRISCILLA QUINTANA	01202800300	20333	COOP MILEAGE REIMBU	0.00	373.19
09000	17357	05/08/24	1076	PRISCILLA QUINTANA	01202800100	20333	ADMN MILEAGE REIMBU	0.00	189.94
09000	17357	05/08/24	1076	PRISCILLA QUINTANA	01202800300	20333	COOP MILEAGE REIMBU	0.00	189.95
09000	17357	05/08/24	1076	PRISCILLA QUINTANA	01202800300	20580	COOP TRAVEL EXPENSE	0.00	36.62
TOTAL	CHECK							0.00	869.36
09000	17358	05/08/24	1810	LARRY RANCE HALL	01203500578	20333	NCN CYBER MILEAGE R	0.00	254.60
09000	17359	05/08/24	1087	RHONDA EIS	01202800600	20333	IMAT MILEAGE REIMBU	0.00	47.57
09000	17359	05/08/24	1087	RHONDA EIS	01202800600	20333	IMAT MILEAGE REIMBU	0.00	47.57
TOTAL	CHECK							0.00	95.14
09000	17360	05/08/24	1703	RITA MCKINNEY	01202800400	20333	SRS MILEAGE REIMBUR	0.00	239.19
09000	17361	05/08/24	1553	ROCK COUNTY LEADER	01202310100	20540	ADMN MEETING NOTICE	0.00	8.24
09000	17361	05/08/24	1553	ROCK COUNTY LEADER	01202310100	20540	ADMN MEETING NOTICE	0.00	8.24
TOTAL	CHECK							0.00	16.48
09000	17362	05/08/24	1556	SCOBY BROS LLC	01202310300	20540	COOP PROMOTIONAL IT	0.00	1,401.00
09000	17363	05/08/24	1789	SHARA JOHNSON	01203575570	20333	CANVAS MILEAGE REIM	0.00	52.93
09000	17363	05/08/24	1789	SHARA JOHNSON	01203575570	20333	CANVAS MILEAGE REIM	0.00	62.98
09000	17363	05/08/24	1789	SHARA JOHNSON	01203575570	20333	CANVAS MILEAGE REIM	0.00	103.18
09000	17363	05/08/24	1789	SHARA JOHNSON	01203575570	20333	CANVAS MILEAGE REIM	0.00	458.28
09000	17363	05/08/24	1789	SHARA JOHNSON	01203575570	20333	CANVAS MILEAGE REIM	0.00	73.70
09000	17363	05/08/24	1789	SHARA JOHNSON	01203575570	20333	CANVAS MILEAGE REIM	0.00	113.90
09000	17363	05/08/24	1789	SHARA JOHNSON	01203575570	20333	CANVAS MILEAGE REIM	0.00	80.40
09000	17363	05/08/24	1789	SHARA JOHNSON	01203575570	20580	CANVAS TRAVEL/MEALS	0.00	10.77
09000	17363	05/08/24	1789	SHARA JOHNSON	01203575570	20580	CANVAS TRAVEL/MEALS	0.00	23.24
09000	17363	05/08/24	1789	SHARA JOHNSON	01203575570	20333	CANVAS MILEAGE REIM	0.00	52.93
TOTAL	CHECK							0.00	1,032.31
09000	17364	05/08/24	1554	SPRINGVIEW HERALD	01202310100	20540	ADMN MEETING NOTICE	0.00	9.29
09000	17364	05/08/24	1554	SPRINGVIEW HERALD	01202310100	20540	ADMN MEETING NOTICE	0.00	9.76
TOTAL	CHECK							0.00	19.05
09000	17365	05/08/24	1062	STAPLES ADVANTAGE	01202520300	20610	COOP SUPPLIES	0.00	25.06
09000	17366	05/08/24	1811	STERLING REEVES	01203500578	20333	NCN CYBER MILEAGE R	0.00	235.84
09000	17366	05/08/24	1811	STERLING REEVES	01203500578	20333	NCN CYBER MILEAGE R	0.00	143.38
TOTAL	CHECK							0.00	379.22
09000	17367	05/08/24	1555	VALENTINE MIDLAND N	01202310100	20540	ADMN MEETING NOTICE	0.00	8.24
09000	17367	05/08/24	1555	VALENTINE MIDLAND N	01202310100	20540	ADMN RULE 84 NOTICE	0.00	8.24
TOTAL	CHECK							0.00	16.48
09000	17368	05/08/24	1818	ROSS LOUCH	01203500577	20580	CSET CYBER TRAVEL E	0.00	24.06
09000	17368	05/08/24	1818	ROSS LOUCH	01203500577	20333	CSET CYBER MILEAGE	0.00	100.50
09000	17368	05/08/24	1818	ROSS LOUCH	01203500577	20580	CSET CYBER TRAVEL E	0.00	176.01
TOTAL	CHECK							0.00	300.57
09000	17369	05/08/24	1187	DESHLER PUBLIC SCHO	01202250560	20320	THREAT TRAINING REI	0.00	950.04

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
09000	17370	05/08/24	1243	CENTRAL CITY PUBLIC	01202250560	20320	THREAT TRAINING REI	0.00	125.00
09000	17371	05/08/24	1727	TRI COUNTY PUBLIC S	01202250560	20320	THREAT TRAINING REI	0.00	125.00
09000	17372	05/08/24	1187	DESHLER PUBLIC SCHO	01202250560	20320	THREAT TRAINING REI	0.00	375.00
09000	17373	05/08/24	1625	SHICKLEY PUBLIC SCH	01202250560	20320	THREAT TRAINING REI	0.00	125.00
09000	17374	05/08/24	1727	TRI COUNTY PUBLIC S	01202250560	20320	THREAT TRAINING REI	0.00	500.00
09000	17375	05/08/24	1569	PALMYRA DISTRICT OR	01202250560	20320	THREAT TRAINING REI	0.00	375.00
09000	17376	05/08/24	1056	ESU 2	01202250560	20320	THREAT TRAINING REI	0.00	125.00
09000	17377	05/08/24	1625	SHICKLEY PUBLIC SCH	01202250560	20320	THREAT TRAINING REI	0.00	125.00
09000	EFT00234	05/03/24	1209	CINCINNATI INSURANC	01202610100	20520	ADMN INSURANCE	0.00	665.00
09000	EFT00235	05/03/24	1209	CINCINNATI INSURANC	01202610100	20520	ADMN INSURANCE	0.00	1,010.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202320100	20610	ADMN SUPPLIES	0.00	12.99
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL, AESA	0.00	575.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01203575570	20320	CANVAS CONTRACT SER	0.00	19.49
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL	0.00	28.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL	0.00	8.75
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01203500578	20330	NCN CYBER PROF DEV	0.00	1,260.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL	0.00	72.28
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202580400	20320	SRS ATCLASSIN	0.00	10.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01203500578	20330	NCN CYBER PROF DEV	0.00	37.80
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202320100	20580	ADMN TRAVEL EXP	0.00	175.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202310620	20810	DEC NCSA DUES	0.00	435.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202800300	20580	COOP TRAVEL EXP	0.00	50.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202580300	20650	COOP HEYZINE SOFTWA	0.00	49.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202580300	20650	COOP INT FEE	0.00	1.47
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202800300	20580	COOP TRAVEL EXP	0.00	35.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202800300	20580	COOP TRAVEL EXP	0.00	47.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202580200	20650	PS GOOGLE SUITE	0.00	158.40
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202580200	20650	PS ASANA	0.00	134.90
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202800200	20580	PS TRAVEL/MEALS	0.00	148.34
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202800200	20580	PS TRAVEL/MEALS	0.00	173.00
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202580200	20650	PS ONE PASS	0.00	19.95
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202580200	20650	PS INTER FEE	0.00	0.60
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01203500577	20580	CSET CYBER TRAVEL E	0.00	3,850.42
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202520400	20610	SRS SUPPLIES	0.00	3.71
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01203575570	20580	CANVAS TRAVEL EXP	0.00	61.92
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202800400	20580	SRS TRAVEL/MEALS	0.00	78.70
09000	EFT00236	05/08/24	1039	UNION BANK & TRUST	01202580300	20320	COOP MAILCHIMP	0.00	93.50
TOTAL CHECK								0.00	7,540.22
TOTAL CASH ACCOUNT								0.00	323,330.75

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL FUND								0.00	323,330.75
TOTAL REPORT								0.00	323,330.75



LOBBY RETAINER AGREEMENT

Educational Service Unit Coordinating Council (Client) hereby retains Bromm & Associates (Lobbyist) to represent the Client before the Nebraska Legislature during the 2024 interim, and the 2025 and 2026 Legislative Sessions through March 1, 2026. The purpose is to provide lobby services to monitor educational related issues of concern to the Client.

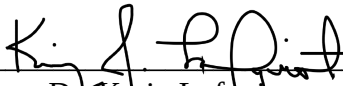
The Client agrees it will pay on the following schedule:
\$28,000.00 for lobbying and \$200.00 registration fee on or before November 1, 2024
\$28,000.00 on or before March 1, 2025
\$28,000.00 for lobbying and \$200.00 registration fee on or before November 1, 2025
\$28,000.00 on or before March 1, 2026

If unexpected or unusual expenses are expected to be incurred, the Lobbyist will obtain prior approval from the client prior to incurring any such additional expenses.

The Lobbyist will report directly to the Executive Director. Lobbyist will attend relevant meetings and hearings, monitor the relevant legislation, consult on strategy and other communications with Senators. Lobbyist will file all reports with the Accountability and Disclosure Commission required by law to be filed by the retained Lobbyist. The Client will file all reports with the Accountability and Disclosure Commission required to be filed by principal.

Dated this 3rd day of May, 2024.

EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL

By 
Dr. Kraig Lofquist,
Executive Director

BROMM & ASSOCIATES

By _____
Jason Bromm
Partner

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

ESUCC
Information Services Committee Meeting
Tuesday, May 7, 2024, 8:00 AM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 5/1/24

Attendance Taken at 8:01 AM.

Bill Heimann (ESU 01):	Present
Ted DeTurk (ESU 02):	Present
Gregg Robke (ESU 04):	Present
Corey Dahl (ESU 08):	Present
Drew Harris (ESU 09):	Present
Dr Melissa Wheelock (ESU 10):	Present
Laura Barrett (ESU 13):	Absent
James McGown (ESU 16):	Present

Attendance Update Taken at 8:02 AM.

Laura Barrett (ESU 13): Present

1. Call to Order

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

Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site.

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

Closed Session:

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

Call to order at 8:00 AM.

Staff: Kraig Lofquist, Deb Hericks, Priscilla Quintana

2. Roll call

3. Agenda Item

3.1. Future Ready Digital Learning Collaborative (FRDLC)

142 school districts and ESUs are participating in the Proofpoint Security Awareness Training platform, utilizing 22,215 staff licenses. Billing is in progress for this year's participation.

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3.3. Approve dmarcian Group Purchase to be added to MSA

The NNNC is requesting that ESUCC assume ownership of the dmarcian contract. This contract is currently utilized by every ESU, except 18 & 19. The cost will be \$12,000 per year, with each participating ESU paying their share. Andy Boell is working on a partnership with multiple post-secondary institutions which can help to reduce the cost to all ESUs. Management of this service would be done by a member of the ESUCC technical staff. This is an action item on today's agenda.

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Approve dmarcian Group Purchase Passed with a motion by DeTurk, Ted (ESU 02) and a second by Barrett, Laura (ESU 13).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Gregg Robke (ESU 04):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr Melissa Wheelock (ESU 10):	Yea
Laura Barrett (ESU 13):	Yea
James McGown (ESU 16):	Yea

Yea: 8, Nay: 0

3.4. SIMPL Report

No Updates from Nate.

The SIMPL Workgroup met yesterday to discuss SIMPL information moving forward.

3.5. Equipment Disposal

The 14" MacBook Pro computer with ESUCC asset tag 0502 is near the end of its useful life.

The technology director recommends disposal of this computer from our fixed asset inventory.

Discussion regarding the disposal of asset tag 0502.

Motion to dispose of ESUCC fixed asset number 0502 and remove it from the fixed asset inventory. Passed with a motion by Dahl, Corey (ESU 08) and a second by Heimann, Bill (ESU 01).

Bill Heimann (ESU 01):	Yea
Ted DeTurk (ESU 02):	Yea
Gregg Robke (ESU 04):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr Melissa Wheelock (ESU 10):	Yea
Laura Barrett (ESU 13):	Yea
James McGown (ESU 16):	Yea

Yea: 8, Nay: 0

3.6. Staff Reports

Review the remaining of the Technology Director report.

3.6.1. Scott Isaacson

Updates on other projects are included in the written report.

3.6.2. Andrew Easton

Digital Learning Director gave his updates to the board.

3.6.3. Rhonda Eis

Review of Eis's report.

4. Next Meeting Agenda Items

5. Adjournment

Meeting adjourned 8:48 AM.

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}



Committee Report

PROJECT NAME: Digital Learning - Instructional Materials

PROJECT COORDINATOR: Rhonda Eis

REPORT PERIOD: May 2024

TLT Updates

New leadership team members for 2024-25

Nick Ziegler - ESU 5

Peg Coover - ESU 10

Outgoing members

Jason Everett - ESU 10

Jody Bauer - ESU 11

Nebraska OER | OER Commons

[Nebraska OER Link](#)

- Future work - Refresh of the OER front page - done by Fall
 - Include new tutorials
 - Highlighting work - possible sources - blog, podcast or photos
- NDE will work with World Language teachers this summer to create and save more resources

ESU PD Library

[ESU PD Library Link](#)

- Available funds - \$1,970
- New books
 - Happy Teacher Revolution: The Educator's Roadmap... Joy
 - Hidden Potential: The Science of Achieving Greater Things
 - Illuminate the Way: The School Leader's Guide... Teacher Burnout
 - Supporting Beginning Teachers
 - The Teacher Credibility and Collective Efficacy Playbook, Grades K-12
 - UDL for Language Learners



Committee Report

PROJECT NAME: Digital Learning, Distance Learning, and Communication

PROJECT DIRECTOR: Andrew Easton

REPORT PERIOD: April 2024

COMMITTEE REPORT: DIGITAL LEARNING COORDINATOR

Digital Learning Efforts (Organized alphabetically by initiative)

- **Artificial Intelligence**
 - Read the working paper, [The Future of AI in Education: 13 Things We Can Do to Minimize the Damage](#) by A. Hamilton, D. William, and J. Hattie
- **BIT & Teacher Support Act**
 - Created [this slide deck](#) to support the training associated with this act
 - Created [this alternate version of the slides](#) that has less text
 - Created [this three-page one-pager](#) (🤔) communicating this initiative along with an FAQ
 - Collaborated with others on prepping for recording the video for this training
 - Developing scripts, collecting supplemental video and images, notations in the script for b-roll/cuts, etc.
 - Recorded a podcast communicating this initiative
- **Bold Steps Committee**
 - Continued to be a part of the **Bold Steps: Influence** Committee
 - Developing a series of one-pagers for efforts inclusive of...
 - [ESU Coordinating Council](#) (Finished)
 - [Distance Learning](#) (Finished)
 - [Cooperative Purchasing](#) (Finished)
 - [A Response to LR 240](#) (Finished)
 - [On ESUs and Non-Public Schools](#) (Finished)
 - [Nebraska PowerSchool Cooperative](#) (Finished)
 - [Canvas Consortium](#) (Finished)
 - Social Studies Inquiry Project (Developing)
 - GEER-Funded Robotics Purchase (Developing)

- **Canvas Consortium**
 - [Posted this](#) to promote summer sessions
 - Scheduled a podcast to promote Canvas initiatives (May)
- **Communication, Professional Learning, and Presentations**
 - Participated in the Rule 84 meeting (4/3)
 - TLT Leadership meeting (4/25)
 - Spent a day at Grindstone Media in Lincoln to support video recording efforts for the BIT & TSA
- **Computer Science**
 - Continued collaboration with Shaun Young of NDE to discuss statewide computer science efforts, Shaun presenting at TLT's May meetings, Shaun presenting twice at FRNC, and we recorded a podcast with the CEO of CodeHS
- **Digital Citizenship Symposium (2023)**
 - All resources are available at bit.ly/NEDigCit
 - Created [a NEW LOGO for the #NebraskaDigCit Symposium](#)
- **Distance Learning, NVIS, and VFT**
 - Held our fifth DL Coordinator's monthly meeting (3/29).
 - Here's the [Agenda](#)
 - Update on NVIS site development
 - Developing additional pieces for communication and support of DL efforts
- **External Visit at ESU 2**
 - Grateful for the opportunity to serve as a part of the external visit team at ESU 2
- **Future Ready Nebraska Conference**
 - 2024 FR Nebraska Conference Planning
 - [REGISTRATION FORM](#) for June 10-11th, 2024
 - **Hybrid, Free, and at NDE**
 - FRN Conference meeting (3/30)
 - A few of the speakers presenting at the FRNC 2024
 - [Eirik Hernes Berre](#) from Curipod
 - [Trevor Goertzen](#) from SchoolAI
 - [Jaime Donally](#) (keynote speaker)
 - [Amanda Bickerstaff](#) (keynote speaker)
 - [Kristen Mattson](#) (featured speaker)
 - [Mandy Froehlich](#)
 - [Rachelle Dené Poth](#)

- [Shirin Mathew](#)
 - [Adam Vinter](#) from Common Sense Media
 - [Brian Buffington](#) from Pioneer RESA in GA
 - Panel conversation with Dorann Avey, Shaun Young, and Bill Pulte
 - Theme: ***Advancing Education in the Era of AI***
 - Continued to share [this promo image](#) throughout the month
 - **Add Public / Private to Registration Form**
- **Future Ready Nebraska Council**
 - Participated in the third statewide Future Ready Nebraska Council meeting (4/15)
- **Nebraska PowerSchool Cooperative**
 - [Shared this post](#) as a way to update member districts about our third-quarter opportunities
 - [Shared this post](#) celebrating our 101st NebPS District
- **Robotics Purchase Support and Resources**
 - Preston Fraizer of PITSCO has added additional resources to [our Robotic Support page](#)
 - [An Entire Catalogue](#) with links to add-on items for purchase is **NOW AVAILABLE**
 - The most recent [podcast](#) episode that features district-level implementation of devices from the Robotics purchases will be added to the resources page
 - Pitsco is willing to make a list of connections between our specific robotics devices and the National Computer Science Standards. Those will be posted on [our Robotic Support page](#).
 - At the May TLT meeting, we will discuss any additional requests for support and the collaboration that would go into developing those resources.
- **Social Studies Inquiry Project (Summer 2024)**
 - [ESUCC Page for Social Studies Inquiry Work](#)
 - Nearly 60 inquiry units of study are now available
 - **The aim is to include 40 teachers in the SS Inquiry Project for the Summer of 2024**
 - Considering 4-5 sites to enhance teacher access and to cut personnel costs and travel
 - The budget for this effort has been finalized.
 - Several meetings for developing revisions and new approaches to enhance the efficiency of our process for collecting inquiry units and resources and saving/posting them in the Nebraska OER

Social Media and Podcast Numbers/Reach Over Time

- **The Good Life EDU Podcast**

- Podcast Data
 - Approaching 43,000 total downloads
 - **Listener retention across all episodes in April was 82%**
- Created 5 new episodes of [The Good Life EDU](#) podcast
 - **Episode 170** [The Happy Teacher Revolution Hits the Road for a New Book Tour](#) with CEO Danna Thomas
 - **Episode 169** [Elevating Special Education Collaboration: Inside Elkhorn's Experience with Get SET Nebraska](#) with Pam Brezenski and an Elkhorn Team of Special Education Educators
 - **Episode 168** [The Collaboration That Changed the Interpretation of Rule 10](#) with Dr. Dan Schnoes, Dr. Decua Jean-Baptiste, and Dale Hafer
 - **Episode 167** [What All Educators Need to Know About the National Ed Tech Plan](#) with the NETP Project Lead Zac Chase
 - **Episode 166** [Student-Use of SchoolAI Is Redefining Learning Experiences](#) with SchoolAI's Trevor Goertzen, Eileen Heller, and Dr. Nick Ziegler

- **Twitter X Follower Numbers and Reach Over Time**

○ April	1610 (+11)	
○ March	1599 (+11)	
○ February	1588 (+11)	
○ January	1577 (+28)	Reach: Discontinued
2024		
○ November+December	1549 (+8)	Reach: 3.6K
○ October	1541 (+28)	Reach: 5.8K
○ September	1513 (+18)	Reach: 10.3K
○ August	1495 (+41 Summer)	Reach: 9.2K
○ July		Reach: 9.8K
○ June		Reach: 9.2K
○ May		Reach: 16.2K
○ April	1454 (+11)	Reach: 19.7K
○ March	1443 (+16)	Reach: 17.6K
○ February	1427 (+12)	Reach: 14.1K
○ January	1415 (+13)	Reach: 13.6K
2023		
○ December	1402 (+7)	Reach: 5.6K
○ November	1395 (-8)	Reach: 6K
○ October	1403 (+46)	Reach: 3.5K
○ September	1357 (+14)	Reach: 9K
○ August	1343 (+19)	Reach: 8K
○ July	1325 (+9)	Reach: 8.6K

- o June 1316 (+13) Reach: 10.7K
- o May 1303 (+8) Reach: 17.6K
- o April 1295 (+1) Reach: 8.9K
- o March 1294 (+10) Reach: 17.9K
- o February 1284 (+12) Reach: 23.4K
- o January 1272 (+14) Reach: 31.2K

2022

- o December: 1258 (+8) Reach: 6,737
- o November: 1250 (+14)
- o October: 1236 (+41)
- o September: 1195 (+71)
- o August: 1124 (+17)
- o July: 1107 (+34)
- o June: 1083 (+12)
- o May: 1071 (+70)
- o April: 1001 (+64) *Broke 1000 followers
- o March: 937 (+82)
- o February: 855 (+82)
- o January: 773 (+83)

2021

- o December: 690 (+67)

• Facebook Page Followers and Reach Over Time

- o April (+7) Reach: 1.1K
- o March (+6) Reach: 2,124
- o February (+2) Reach: 538
- o January (+1) Reach: 362

2024

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

2023

- o December 553 (+0)
- o November 553 (+0)
- o October 553 (+7)
- o September 546 (+6)
- o August 540 (+12)
- o July 528 (+10)

- o June 518 (+1)
- o May 517 (+5)
- o April 512 (+6)
- o March 506 (+3)
- o February 503 (+10)
- o January 493 (+4)

2022

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

2021

- o December: 194 (+7)

• LinkedIn Direct Page Views Per Month

o April	Page Views: 51	Reach: 2,369
o March	Page Views: 45	Reach: 729
o February	Page Views: 38	Reach: 845
o January	Page Views: 26	Reach: 371

2024

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

2023

Information Services Committee Meeting
Tuesday, May 7, 2024 8:00 AM
ESU No.10
76 Plaza Blvd
Kearney, NE 68845

1. Call to Order
Committee Chair

2. Roll call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Future Ready Digital Learning Collaborative (FRDLC)
Technology Director

3.2. Cybersecurity
Committee Chair

3.3. Approve dmarcian Group Purchase to be added to MSA
Scott Isaacson

3.4. SIMPL Report
Nate McClenahan

3.5. Equipment Disposal
Scott Isaacson

3.6. Staff Reports
Committee Chair

3.6.1. Scott Isaacson
Scott Isaacson

3.6.2. Andrew Easton
Andrew Easton

3.6.3. Rhonda Eis
Rhonda Eis

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

Scott Isaacson Staff Report

May, 2024

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Equipment Disposal

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Other Projects

SRS

The SRS team continues to upgrade the software. Rita McKinney (SRS helpdesk and communications specialist) and Scott Isaacson presented a session at the NDE data conference April 16th-17th, 2024. The SRS team has met with 30+ districts in Zoom sessions to hear their feedback on the software, and has collected feedback from 40+ through a Google feedback form. Future/roadmap items for SRS include:

1. Electronic signatures
2. Synchronization with SIS, automation to improve ADVISER reporting
3. Make data entry screens and printed forms look the same (as much as possible)
4. Spanish translation and other languages - companion guide? Start with IEP?
<https://nebraska.jitbit.com/helpdesk/KB/View/51885636-spanish-or-other-language-translation>
5. Progress report "helper" / duplicator -
6. Changes to highlighting students in search & forms, dates
7. Real-time collaboration - "Google docs"-style multiple users on same form
8. Goals - label goal tabs and allow moving/reordering of goals

NVIS

The team continues to update and test the software, preparing for a summer, 2024 release.

Project Para

A new user registration process is being set up using the Canvas catalog and will be tested for release in the summer, 2024. The advisory team for the project will be engaged to review and recommend updates to the course content and the Canvas team will work during the 2024-2025 school year to make these updates.

Staff Change

Ryan Mueller is no longer with our software development team. We are looking at the structure of the team and will rehire this developer position as soon as possible.

ESUCC
Educational Resources Committee Meeting
Tuesday, May 7, 2024, 9:00 AM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 5/1/24

Attendance Taken at 8:56 AM.

Gregg Robke (ESU 04):	Present
Dr Larianne Polk (ESU 07):	Present
Corey Dahl (ESU 08):	Present
John Poppert (ESU 11):	Present
Laura Barrett (ESU 13):	Present
Geraldine Erickson (ESU 17):	Present
Takako Olson (ESU 18):	Present
Kanyon Chism (ESU 19):	Absent

1. Call to Order

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

Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site and host site.

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

Closed Session:

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

Meeting called to order at 9:00 AM.

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

2. Roll Call

3. Agenda Item

3.1. Special Populations

3.1.1. NDE Special Education Update

Not present.

3.1.2. ESPD Report

Lona Nelson-Milks was present to give updates for ESPD. Discussed Journey to Inclusion. IDEA will be open at the beginning of June.

3.1.3. Mental Health and Wellness

Discussed the Mental Health Conference.

3.1.4. SRS Staff Report

An early version of the updated software has been installed on a staging server and is going through internal testing with our team. It will then be available for key user testing and with successful testing the updated version will roll out in early July, 2024. This work is on track for the July release.

A sub-committee is working on updating the IEP services tab to address needs found during file reviews, to improve the recording of accommodations and supports, and ADVISER reporting

data. Rita McKinney (SRS helpdesk and communications specialist) and Scott Isaacson presented a session at the NDE data conference April 16th-17th, 2024. The SRS team has met with 30+ districts in Zoom sessions to hear their feedback on the software, and has collected feedback from 40+ through a Google feedback form.

Future/roadmap items for SRS include:

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5. Progress report "helper" / duplicator -

6. Changes to highlighting students in search & forms, dates
7. Real-time collaboration - "Google docs"-style multiple users on same form
8. Goals - label goal tabs and allow moving/reordering of goals

3.1.4.1. Project Para Report

Project Para

ESUCC is taking on additional responsibilities for Project Para from Dr. Guy Trainin's team at UNL. A new user registration process is being set up using the Canvas catalog and will be tested now for release in the summer, 2024. The advisory team for the project will be engaged to review and recommend updates to the course content and the Canvas team will work during the 2024-2025 school year to make these updates.

3.2. PDO (Professional Development Organization)

PDO this week, continued work with CBPL

3.2.1. NWEA MAP Assessments 2024-2025

PRODUCT	PRICING
MAP Growth - Math, Reading, Language	\$12.50 per student Discounted price from full list of \$14.50 per student Minimum license purchase of \$1575 which allows up to 126 students to test
MAP Growth Science - When added with your MAP Growth license	\$2.50 per student when added to your MAP Growth license Discounted price from full list of \$2.75 per student No minimum quantity required
Single Subject MAP Growth - Stand Alone	\$10.00 per student when purchased as a stand-alone product (no other MAP Growth purchased) Minimum license purchase of \$1575 which allows up to 157 students to test This product is used when purchasing only a single subject of MAP such as Science, Math, or Reading.
MAP Reading Fluency - When added with your MAP Growth license	\$7.00 per student Minimum license purchase of \$700 which allows up to 100 students to test. Professional Learning purchase is required for <u>new</u> enrollments
MAP Reading Fluency - Stand Alone	\$9.00 per student when purchased as a stand-alone product (no MAP

	Growth purchased) Minimum license purchase of \$900 which allows up to 100 students to test. Professional Learning purchase is required for <u>new</u> enrollments
Professional Learning Workshops	Prices vary for onsite/virtual and length of time; contact me for pricing

Discussion regarding the NWEA structure.

3.2.2. High Quality Instructional Materials Support (HQ-IM)
 PDO will be this week, CBPL work will continue.

3.2.3. SDA Report
 Review SDA report attached.

3.2.4. PDO Meetings

3.2.5. REL Central Literacy Project
 Laura Barrett gave updates on REL Central Literacy Project.

3.2.6. NDE Updates
 Not present.

3.2.7. Monthly Talking Points

4. Next Meeting Agenda Items

5. Adjournment
 Meeting adjourned at 9:25 AM.

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

Educational Resources Committee Meeting
Tuesday, May 7, 2024 9:00 AM
ESU No.10
76 Plaza Blvd
Kearney, NE 68845

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Agenda Item
Committee Chair

3.1. Special Populations
Committee Chair

3.1.1. NDE Special Education Update
Amy Rhone

3.1.2. ESPD Report
Lona Nelson-Milks

3.1.3. Mental Health and Wellness
Committee Chair

3.1.4. SRS Staff Report

3.1.4.1. Project Para Report
Scott Isaacson

3.2. PDO (Professional Development Organization)
Committee Chair

3.2.1. NWEA MAP Assessments 2024-2025
Kraig Lofquist

3.2.2. High Quality Instructional Materials Support (HQ-IM)
Committee Chair

3.2.3. SDA Report
SDA Affiliate Chair

3.2.4. PDO Meetings
Committee Chair

3.2.5. REL Central Literacy Project
Laura Barrett

3.2.6. NDE Updates
Shirley Vargas

3.2.7. Monthly Talking Points
Executive Director

4. Next Meeting Agenda Items
Committee Chair

5. Adjournment
Committee Chair

SRS Staff Report

May, 2024

An early version of the updated software has been installed on a staging server and is going through internal testing with our team. It will then be available for key user testing and with successful testing the updated version will roll out in early July, 2024. This work is on track for the July release.

A sub-committee is working on updating the IEP services tab to address needs found during file reviews, to improve the recording of accommodations and supports, and ADVISER reporting data.

Rita McKinney (SRS helpdesk and communications specialist) and Scott Isaacson presented a session at the NDE data conference April 16th-17th, 2024.

The SRS team has met with 30+ districts in Zoom sessions to hear their feedback on the software, and has collected feedback from 40+ through a Google feedback form.

Future/roadmap items for SRS include:

1. Electronic signatures
2. Synchronization with SIS, automation to improve ADVISER reporting
3. Make data entry screens and printed forms look the same (as much as possible)
4. Spanish translation and other languages - companion guide? Start with IEP?
<https://nebraska.jitbit.com/helpdesk/KB/View/51885636-spanish-or-other-language-translation>
5. Progress report "helper" / duplicator -
6. Changes to highlighting students in search & forms, dates
7. Real-time collaboration - "Google docs"-style multiple users on same form
8. Goals - label goal tabs and allow moving/reordering of goals

Project Para

ESUCC is taking on additional responsibilities for Project Para from Dr. Guy Trainin's team at UNL. A new user registration process is being set up using the Canvas catalog and will be tested now for release in the summer, 2024. The advisory team for the project will be engaged to review and recommend updates to the course content and the Canvas team will work during the 2024-2025 school year to make these updates.

ESUCC
Legal Committee Meeting
Tuesday, May 7, 2024, 10:00 AM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

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

Posted Date: 05/01/24

Attendance Taken at 10:00 AM.

Dan Schnoes (NE) (ESU 03):	Present
Dr. Brenda McNiff (ESU 05):	Present
Dr John Skretta (ESU 06):	Present
Dr Larianne Polk (ESU 07):	Present
Drew Harris (ESU 09):	Present
Dr Melissa Wheelock (ESU 10):	Present
John Poppert (ESU 11):	Present
Phillip Picquet (ESU 15):	Present

1. Call to Order

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

Pursuant to Section 84-1411 of the Nebraska Statutes, notice of this meeting was given by advertisement on the ESUCC website, NE Public Meeting site, and host site.

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

Closed Session:

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

Meeting called to order at 10:00 AM.

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

2. Roll Call

3. Consent Agenda Items

Approve consent agenda items listed Passed with a motion by Schnoes (NE), Dan (ESU 03) and a second by Poppert, John (ESU 11).

Dan Schnoes (NE) (ESU 03): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr John Skretta (ESU 06): Yea

Dr Larianne Polk (ESU 07): Yea

Drew Harris (ESU 09): Yea

Dr Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea

Phillip Picquet (ESU 15): Yea

Yea: 8, Nay: 0

3.1. Coop Contracts

Approve Consent agenda items.

3.1.1. Special Buy with Insight Public Sector, Inc.

3.1.2. AEPA 021.5, 021.75, 022.5, 023.5 Extensions

- 021.5B - ServiceMaster, Inc.
- 021.5B - Signal Restoration Services
- 021.5C - E-Rate Elite Services Inc.
- 021.5C - Kellogg & Sovereign Consulting
- 021.5C -Tel/Logic Inc. dba E-Rate Central
- 021.5D - Kajeet Inc.
- 021.75 - Carrier Corp.
- 022.5-B - Blick Art Materials
- 022.5-B - Midwest Technology Products
- 022.5-B - Pitsco Education, LLC
- 022.5-C - Hubert
- 2023.5-B - RCP Shelters
- 2023.5 - Romtec, Inc.

3.1.3. Approve Special Buy agreement with Securly

3.1.4. Special Buy agreement with Infobase Learning

3.1.5. Special Buy agreement with Renaissance Learning

4. Agenda Item

4.1. COOP

4.1.1. Coop Strategic Plan

4.1.2. Approve Interlocal with the Village of Orchard

RESOLUTION

WHEREAS, on May 7, 2024, 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 The Village of Orchard 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 7th day of May, 2024.

Review interlocal to be approved.

Approve interlocal with the Village of Orchard Passed with a motion by Skretta, John (ESU 06) and a second by Polk, Larianne (ESU 07).

Dan Schnoes (NE) (ESU 03): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr John Skretta (ESU 06): Yea

Dr Larianne Polk (ESU 07): Yea

Drew Harris (ESU 09): Yea

Dr Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea
Phillip Picquet (ESU 15): Yea
Yea: 8, Nay: 0

4.1.3. Staff Written Reports

4.1.3.1. Craig Peterson Report

Coop Director gave updates from his report.

4.1.3.2. Colleen Lentz (Data)

Colleen Lentz gave some data updates.

4.2. Legislative Updates

4.2.1. Bromm's Updates

Bromm's were present to give Legislative updates.

4.3. Policies and Procedures

No report.

5. Next Meetings Agenda Items

6. Adjournment

Meeting adjourned at 10:47 PM.

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



2024-2027 SPECIAL BUY AGREEMENT

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

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

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

4. **Term.** This Agreement is effective on August 1, 2024 ("Effective Date") and shall continue until 12:00 midnight (CST) on July 31, 2027, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.
5. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
6. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
7. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
 - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to,

name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

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

the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

8. Termination.

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

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

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

- (1) Insolvent;
- (2) Makes a general assignment for the benefit of creditors;
- (3) Files a voluntary petition of bankruptcy;
- (4) Suffers or permits the appointment of a receiver for its business or assets;

- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- (6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

9. Indemnification.

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

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

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

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

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

10. 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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.

16. 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.

17. Taxpayer Identification. Contractor's federal employer identification number is:
[REDACTED]

18. 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.

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

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

With copy to:

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

Contractor: [REDACTED]
[REDACTED]
[REDACTED]

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

20. 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.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. Attachments.** Attachments to this Agreement include the following:
- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
 - Exhibit B – Payment Terms & Schedule
 - Exhibit C – Summary of Project Deliverables
 - Exhibit D - Vendor Software License Agreement

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

CONTRACTOR

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

COOPERATIVE

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

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

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. Product Information URL:

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>



2024-2027 SPECIAL BUY AGREEMENT

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

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

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

4. **Term.** This Agreement is effective on July 1, 2024 ("Effective Date") and shall continue until 12:00 midnight (CST) on June 30, 2027, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.
5. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
6. **Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
7. **Student Privacy Protections.**
- A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
 - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to,

name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

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

the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

8. Termination.

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

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

C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:

- (1) Insolvent;
- (2) Makes a general assignment for the benefit of creditors;
- (3) Files a voluntary petition of bankruptcy;
- (4) Suffers or permits the appointment of a receiver for its business or assets;

- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- (6) Has wound up or liquidated, voluntarily or otherwise.

E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.

F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.

G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

9. Indemnification.

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

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

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

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

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

10. 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.

- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.

16. 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.

17. Taxpayer Identification. Contractor's federal employer identification number is:
39-1559474 [REDACTED]

18. 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.

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

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

With copy to:

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

Contractor: Renaissance Learning, Inc. [REDACTED]
Attn: General Counsel [REDACTED]
PO Box 8036
Wisconsin Rapids, WI 54495-8036 [REDACTED]

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

20. 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.

- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. Attachments.** Attachments to this Agreement include the following:
- Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
 - Exhibit B – Payment Terms & Schedule
 - Exhibit C – Summary of Project Deliverables
 - Exhibit D - Vendor Software License Agreement

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

CONTRACTOR

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

COOPERATIVE

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<VENDOR-INSERT SCOPE OF GOODS>>

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

<<VENDOR-INSERT PRICING>>

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

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

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

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

6. Product Information URL:

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>



2024-2027 SPECIAL BUY AGREEMENT

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A**, which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.
2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.
3. **Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUs, and Members. This fee will be submitted to the Cooperative on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.
4. **Term.** This Agreement is effective on [REDACTED], 2024 ("Effective Date") and shall continue until 12:00 midnight (CST) on [REDACTED], 2027, 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. Termination.**
- A. The Cooperative may terminate this Agreement in whole or part if funding from federal, state, or other sources for the Cooperative or its Members is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The Cooperative shall notify the Contractor as soon as practicable if funds to meet the Cooperative's or Members' obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.
 - B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing.
 - C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - D. The Cooperative may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
 - (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;
 - (4) Suffers or permits the appointment of a receiver for its business or assets;

- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The Cooperative may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent or by either party with a minimum of 90 days written notice.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the Cooperative all papers, materials and other property of the Cooperative then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the Cooperative.

8. Indemnification.

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

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

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with

minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence; and

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

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

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

employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

- 16. Taxpayer Identification.** Contractor's federal employer identification number is: 36-3949000.
- 17. Sales Tax.** The Cooperative, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUs and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 18. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: Insight Public Sector, Inc.
 Attn: SLED Contracts
 2701 E. Insight Way
 Chandler, AZ 85286

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

- 19. Warranties and Specifications.** Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, or the Cooperative upon request.
- 20. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the

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

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

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

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

CONTRACTOR

By: 

Name: 

Title: 

Date: 

COOPERATIVE

By: _____

Name: Kraig Lofquist

Title: Executive Director

Date: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

~~<<VENDOR-INSERT SCOPE OF GOODS>>~~ Contractor shall offer all computer hardware, software, related maintenance and support, third party branded services, and cloud computing offerings ("Products") and IT services performed by Contractor and set forth in any statement of work ("Services").

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is as follows:

All Products (except AWS, GCP, Cisco, Microsoft Software)	
Product Category	Discount off Insight List Price
<u>Accessories, Boards, Cables, Consumables, Desktops, Handhelds, Notebooks, Licensing, Media, Memory, Displays, Networking, POS, Power, Printers, Servers, Software, Storage, Third Party Branded Services (includes Warranties and Training Courses)</u>	<u>3.0%</u>
<u>All Other Products</u>	<u>3.0%</u>

AWS	
Product Category	Discount off AWS MSRP
<u>All</u>	<u>1.0%</u>

Google Cloud Platform (GCP)	
Product Category	Discount off GCP MSRP
<u>All</u>	<u>1.0%</u>

Cisco	
Product Category	Discount off Cisco MSRP
<u>Cisco Core & Cisco Compute Products</u>	<u>36.0%</u>
<u>Cisco Market Products</u>	<u>10.0%</u>
<u>Cisco Technical & Maintenance Services (SKU Based)</u>	<u>8.0%</u>
<u>Cisco Learning Credits, Training, Advanced & Technical Services (SOW Based) & Net Products</u>	<u>0.0%</u>
<u>Cisco SMARTnet</u>	<u>25.0%</u>

Microsoft Software	
Product Category	Cost Plus Percentage
<u>Microsoft Software (including cloud)</u>	<u>3.5%</u>
<u>Microsoft CSP</u>	<u>15.0%</u>

Pricing for Services shall be as negotiated between Member and Contractor in a statement of work.

Products shall not be eligible for the discounts listed above when 1) Insight receives no discounts from the manufacturer or 2) the Member has negotiated pricing directly with the manufacturer.

2. Payment Terms/ Payment Schedule

- A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within sixty-thirty (6030) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.
- B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

3. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, the time specified in a purchase order issued by the Cooperative, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty-thirty (6030) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

<<TO BE COMPLETED BY VENDOR>>

1. Order Delivery Method Options

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

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: X No:
- b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders? Yes: X No:
- c. If "Yes", Order receipt method: Email: X cXML:
 - i. If "Email" address to deliver orders to: b2bsupport@insight.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: Jeff Cannon
- b. Title: Client Executive
- c. Phone: 480-366-7224
- d. Email: jeff.cannon2@insight.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 no later than the 30th day following the end of the quarter
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Virginia Mace
Contact email address: SLEDreporting@insight.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - Insight List Price or MSRP (when available)
 - Member CostPrice
 - Member Savings (when available)
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly no later than the 30th day following the end of the quarter
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC

1292 East 4th Street
Ainsworth, NE 69210

6. Product Information URL:

www.ips.insight.com

Coop Directors report to ESUCC Board
submitted by: Craig Peterson
May 7, 2024

1. Consent Agenda Items for Coop

a. Approve Special Buy agreement with Insight Public Sector

- i. Insight provides IT solutions of computer hardware, software and peripherals from leading manufacturers as well as complete range of technology management services. We have had a contract with Insight since August of 2015 and this would just be a refresh of our current contract this is set to expire on 08/31/2024.

b. Approve AEPA 021.5, 2021.75 and 023.5 Extensions

- i. 021.5B - ServiceMaster, Inc.
- ii. 021.5B - Signal Restoration Services
- iii. 021.5C - E-Rate Elite Services Inc.
- iv. 021.5C - Kellogg & Sovereign Consulting
- v. 021.5C -Tel/Logic Inc. dba E-Rate Central
- vi. 021.5D - Kajeet Inc.
- vii. 021.75 - Carrier Corp.
- viii. 022.5-B - Blick Art Materials
- ix. 022.5-B - Midwest Technology Products
- x. 022.5-B - Pitsco Education, LLC
- xi. 022.5-C - Hubert
- xii. 2023.5-B - RCP Shelters
- xiii. 2023.5 - Romtec, Inc.

c. Approve Special Buy agreement with Securly

- i. This agreement is a refresh and continuation of a current contract that is set to expire on 06/30/2024

d. Approve Special Buy agreement with Infobase Learning

- i. This agreement is a refresh and continuation of a current contract that is set to expire on 07/31/2024. Learn360 (video on demand) is included in the agreement, we may need to negotiate pricing for this so as not to impact Lincoln Public Schools district purchase of this product.

2. Annual/Paper Buy

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

& Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.

b. 2024 ESUCC-Annual Buy

- i. Annual Buy closed on April 5. Orders sent to vendors in the amount of \$2,041,955.67 This is down \$162,031.13 from 2023 totals
 - 2023 - \$2,203,986.80
 - 2022 - \$2,304,945.85
 - 2021 - \$2,146,253.88
 - 2020 - \$2,389,178.36
 - 2019 - \$2,280,138.82
 - 2018 - \$2,282,359.68
 - 2017 - \$2,407,565.41

ii. Year over Year Marketplace purchases to include both year-round, Paper, and Annual Buy's

	January	February	March	April	YTD
2016	\$2,567.08	\$250,162.71	\$887,101.29	\$2,657,808.25	\$4,070,589.59
2017	\$7,445.64	\$232,445.70	\$812,113.22	\$2,450,067.97	\$3,863,795.56
2018	\$16,404.15	\$223,012.95	\$882,895.68	\$2,513,162.25	\$4,449,044.40
2019	\$19,241.18	\$373,428.57	\$858,433.70	\$2,439,624.59	\$4,470,323.01
2020	\$14,553.90	\$335,257.61	\$892,614.95	\$2,589,289.80	\$4,989,205.11
2021	\$20,623.11	\$290,377.74	\$843,338.67	\$2,352,787.50	\$3,507,127.02
2022	\$18,280.08	\$338,159.11	\$1,116,327.04	\$2,553,217.018	\$4,025,983.41
2023	\$24,033.3	\$317,186.19	\$1,114,342.91	\$2,374,226.43	\$3,829,788.88
2024	\$25,697.70	\$487,611.47	\$855,972.05	\$2,268,140.02	\$3,637,421.24

c. Annual Renewals – currently collecting orders

i. Deadline May 15

- 1. Swank Motion Pictures – Movie Licensing
 - a. 158 orders \$138,498 in orders to date (May 2)
- 2. World Book – Updated Encyclopedia, Rule 10
 - a. 87 orders \$93,941.47 in orders to date (May 2)

ii. Deadline June 15

- 1. Infobase
 - a. \$0.44 per student pricing tier (Lowest price has been locked in)
 - b. 6 orders \$29,643.54 in orders to date
 - i. ESU 18/LPS
 - ii. ESU 13
 - iii. Gretna Public Schools
 - iv. Archdiocese of Omaha Schools

- v. Burwell Public Schools
- vi. Marian High School
- vii. Ainsworth Community Schools

2. Securly

- a. Securly – Internet Filtering
 - i. 27 orders \$37,845.50 in orders to date

iii. **Deadline June 28**

- 1. JourneyEd - Abobe
 - a. 69 orders \$43,110 in orders to date

- d. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 29 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.

i. **Spring Meeting in Greenville South Carolina this year April 22-24**

1. Highlights of meeting

- a. Meeting was called to order at 1:00 PM Monday April 22, Roll call was conducted, Welcome and announcements provided by the AEPA Executive Director George Wilson, Agenda was approved as amended, Treasurer's report was given, Nominating Committee held election for Secretary, Anna Marie Hollander from Michigan was reelected, AESA John Bass provided an update, AEPA Executive Director provided information and updates, Recommendations for Extension were provided by Category and membership voted on recommendations, Committee Reports were given by Governing Documents Committee, Solicitation Committee, Marketing Committee, Reporting Committee, Website Committee, Online Solicitation, Engagement Committee, Meeting Planning Committee and Executive Committee. There was discussion about adding staff for AEPA and a motion was made to table the proposal until a committee could review and set parameters. AEPA's President Tina Smith from Kansas reviewed the Strategic Plan. North Carolina requested membership to AEPA under the Carolina Buy umbrella, their request was approved so AEPA now has 30 state members. The Business Meeting was adjourned at

4:00 pm on Monday and the remainder of the days were spent in vendor round table discussions where each state had 15 minutes with each vendor 49 in total attending.

ii. MVP Awards conducted on Monday evening

1. **Quality and Innovation Award**-This award recognizes outstanding projects, campaigns, and innovations in the fields of digital media and communications.
 - a. **Nomination submitted by:** Tina Smith Kansas
 - b. I am thrilled to submit a joint nomination for Craig Peterson of Nebraska and Jane Eastes of North Dakota for the AEPA MVP Award in recognition of their outstanding contributions to quality and innovation in the realm of digitizing solicitation workflows.

Background: Craig Peterson and Jane Eastes have been pivotal in spearheading the AEPA effort to transition the solicitation process to the Bonfire platform, showcasing exemplary dedication to enhancing the overall quality and innovation in our digital solicitation and communication strategies.

Quality Enhancement: Under the leadership of Craig and Jane, the solicitation process is undergoing a transformative shift towards greater efficiency and effectiveness. Their keen attention to detail and commitment to quality will result in more streamlined processes for individuals involved in the solicitation process. By leveraging Bonfire, they will implement measures to enhance the clarity, consistency, and transparency of our solicitations, thereby elevating the overall quality of AEPA communications.

Innovation in Digital Strategies: Craig Peterson and Jane Eastes have demonstrated remarkable innovation by embracing Bonfire as a cutting-edge solution for the solicitation process. This technological shift represents a significant leap forward, showcasing their forward-thinking approach. By adopting innovative platforms like Bonfire, they are not only modernizing our methods but will also set a benchmark for other AEPA initiatives to follow suit, fostering a culture of innovation within our organization.

Outstanding Project Leadership: From the initial planning stages to implementation, Craig and Jane have exhibited exceptional project management skills. Their ability to navigate challenges, foster collaboration, and drive the project to

completion within set timelines showcases their exemplary leadership in this effort.

Conclusion: In recognition of Craig Peterson and Jane Eastes' exceptional leadership, dedication to quality, and innovation, I believe they are highly deserving of the AEPA MVP award.

2. Other Awardees

- a. Sales Performance (Massachusetts-Member, Busch Systems-Vendor)
- b. Quality & Innovation (North Dakota, Nebraska – Members, School Health-Vendor)
- c. Relationship Excellence (Connecticut-Member, WTI/Tremco-Vendor)

iii. Summary of 2023 AEPA Sales Reports

- a. AEPA Total Sales (All Vendors) \$1,021,243,846.60 up \$237,809,421.96 from last year
- b. ESUCC has 66 signed contracts with AEPA vendors
- c. ESUCC Total Sales (All Vendors January 1 – December 31, 2023) \$8,305,426.99 down \$2.46M from last year (\$158,996.73 in revenue, down \$46,901.04 from last year)
- d. ESUCC AEPA Sales by year
 - i. 2023 - \$8,305,426.99
 - ii. 2022 - \$10,772,654.19
 - iii. 2021 - \$7,447,503.37
 - iv. 2020 - \$4,180,171.03
 - v. 2019 - \$4,403,767.45
 - vi. 2018 - \$2,871,349.94
 - vii. 2017 - \$2,788,912.01
 - viii. 2016 - \$4,475,183.62
 - ix. 2015 - \$5,251,199.72
- e. AEPA all Vendor Sales by year
 - i. 2023 - \$1,021,243,846.60 (New Goal of \$1,050,000 by 2025)
 - ii. 2022 - \$783,434,424.64
 - iii. 2021 - \$712,076,400.71 (Goal of \$619 Million by 2023 met 2 years in advance)
 - iv. 2020 - \$606,964,156.43
 - v. 2019 - \$520,303,356
 - vi. 2018 - \$461,233,534
 - vii. 2017 - \$470,020,597
 - viii. 2016 - \$471,937,671
 - ix. 2015 - \$463,452,183

- f. Nebraska ranks 25th out of 29 states in Sales, down from 19th last year.
 - g. CDW-G ranks 1st out of 65 vendors in Sales with \$359,797,390.27
 - 2. Assessments to be paid to AEPA
 - a. \$5,406.90
 - b. Calculation (Yearly Sales * .00035) + \$2,500 Fixed Assessment
- iv. **Future AEPA Meetings**
 - 1. Regular Meeting – December 2-4, 2024 – Orlando, FL
 - 2. Annual Meeting - April 7-9, 2025 – Chattanooga, TN

3. Marketing

- a. 25 Campaigns sent since last meeting –Please share the list with your Superintendents.
 - i. [2024 Annual Buy Deadline Approaching](#) - 46% open rate
 - ii. [Capstone - March 2024](#) - 47% open rate
 - iii. [SchoolsPLP - April Does your Credit Recovery Program engage your students?](#) - 42% open rate
 - iv. [2024 Annual Buy Deadline 3 Days](#) - 44% open rate
 - v. [Cloud9World - April Learn about Social Emotional Learning \(SEL\) with Cloud9World](#) 39% open rate
 - vi. [2024 Annual Buy Deadline – Extended](#) 44% open rate
 - vii. [Pitsco - Twin Science](#) 38% open rate
 - viii. [FSG Facility Solutions Group - April 2024 Special Pricing on LED Lighting Products](#) 48% open rate
 - ix. [2024 Annual Buy Deadline - Last Call](#) 54% open rate
 - x. [AEPA Vendor - The OrganWise Guys Webinars](#) 43% open rate
 - xi. [School Health - March Don't let your year-end budget go unspent!](#) 43% open rate
 - xii. [Best Plumbing - April 2024 New Items](#) 45% open rate
 - xiii. [Quill - Paper Pallet & Case Reduced Pricing – April](#) 51% open rate
 - xiv. [Mackin - April 2024 - Monthly Digital Digest](#) 37% open rate
 - xv. [Daktronics - 2024 Shot Clocks](#) 42% open rate
 - xvi. [Peoria Ford - April 2024 47%](#) 47% open rate
 - xvii. [Busch Systems - Benefits of Modular Stations](#) 44% open rate
 - xviii. [Sanzonate - 2024 Aqueous Ozone on Demand for Nebraska Schools](#) 22% open rate
 - xix. [Voss Lighting - April 2024 - Upgrade Your Facility to LED for as little as \\$20,000](#) 42% open rate
 - xx. [Sysco - 2024 Food Show - Save the Date](#) 42% open
 - xxi. [AEPA Hillyard- May Streamline Summer Renovations: A Comprehensive Resilient Flooring Guide](#) (Scheduled, no open rates at this time)
 - xxii. [Midwest Technology - May AUGMENTED REALITY WELDING SYSTEM](#)
 - xxiii. [Join us to learn about SchoolsPLP The Most Comprehensive On-Line Learning Program](#) (Scheduled, no open rates at this time)
 - xxiv. [Best Plumbing - May 2024 New Items](#) (Scheduled, no open rates at this time)

xxv. [Peoria Ford - May 2024](#) (Scheduled, no open rates at this time)

- b. If users have previously unsubscribed from receiving these emails then you can re-subscribe or have other staff subscribe by visiting the following link <http://eepurl.com/gTsUCv>, choose the District-Building Contacts to receive Cooperative Purchasing emails about order deadlines and vendor announcements. After submitting your subscription request, check your email, you may receive email from MailChimp requiring you to confirm this submission.

4. Additional Information & Meetings

- i. **Communications with the following vendors/organizations since last board meeting:** Insight, Staples, ESU 3 Warehouse staff, AEPA Solicitations Committee, AEPA 025: Cybersecurity & Training Committee, AEPA Website Committee, 49 AEPA vendors,
- ii. **Conferences/Webinars/Trainings:**
 - 1. Bonfire – Weekly training for Sourcing Software
 - 2. EqualLevel, a new chapter with Euna Solutions



2024-2027 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Securly 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:

- **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.
- **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.
- **Administrative Fee.** Contractor shall submit to the Cooperative as an administrative fee a sum equal to two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. This fee will be submitted to ESUCC on a calendar quarter basis beginning from the Effective Date of this Agreement for all transactions completed and paid during said quarter.

- **Term.** This Agreement is effective on July 1, 2024 ("Effective Date") and shall continue until 12:00 midnight (CST) on June 30, 2027, 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.

- **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.

- **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.

- **Student Privacy Protections.**
 - **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.

 - **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.

 - **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.

 - **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.

- **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.
- **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.”
- **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).
- **Data Collection.** Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.
- **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.
- **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.
- **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.
- **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.
- **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.

- **Access.** Any Data held by Contractor will be made available to a Member upon request by the Member.
- **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.
- **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.

- **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.

- **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.

- **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.

- **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.
- **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.
- **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.

- **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.
- **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.
- **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- **Taxpayer Identification.** Contractor's federal employer identification number is: 46-0789922
- **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.
- **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

Cooperative: ESUCC
Attn: Kraig Lofquist

6949 South 110th Street

LaVista, NE 68128

With copy to:

ESUCC Cooperative Purchasing
Attn: Craig Peterson

PO Box 858

412 W. 14th Ave

Holdrege, NE 68949

Contractor: Securly
Dept LA 24957
Pasadena CA 91185

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

- **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.
- **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.
- **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.
- **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.
- **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.
- **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.

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

- **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.
- **Attachments.** Attachments to this Agreement include the following:

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

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

CONTRACTOR

By: Michaelann Carlin
Name: Michaelann Carlin
Title: Director of Revenue Operations
Date: 5/3/2024

COOPERATIVE

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

AWARE is a student safety and wellness solution that uses natural language processing, sentiment analysis, and keyword analysis to identify students at risk of self-harm, suicide, depression, violence, and bullying. It analyzes various digital activities to give schools unprecedented visibility into students' mental health and wellness. The data can help schools support students who demonstrate concerning behaviors and intervene quickly when wellness levels drop. The platform also offers a comprehensive scanning of students' online activities and a dashboard to monitor wellness levels.

CLASSROOM is a cloud-based classroom management tool that helps teachers:

- Minimize distractions to keep their students engaged in learning
- Push lesson content directly to student screens, so they get the most out of class time
- Connect and communicate with students in new ways, whether in-person or remote

Discern is a groundbreaking AI that examines your students' digital footprint to produce comprehensive K-12 data for educational leaders. From social-emotional learning (SEL) insights to understanding student interests and school climate, Discern provides a wealth of actionable information to support administrative decision-making and foster a thriving learning environment for all students.

Filter is a cloud-based web filtering solution developed specifically for schools. Customers gain the flexibility and ease of use they need to keep their students safe and out of harm's way, regardless of location or device.

Flex is a tool that simplifies the implementation of personalized learning in schools. It helps combat learning loss, support social and emotional development, and prepare students for college and careers. Teachers can customize flex period offerings, provide individualized support, and reduce administrative workloads. Students can select activities from teacher-provided offerings, gaining voice and choice in their education. Securly Flex offers customization, restriction rules, student search, and attendance tracking features.

MDM is a Cloud-based mobile device management for iPads and other Apple devices. As an MDM for education, we've built every feature with your needs in mind. Our MDM for schools includes classroom device management tools to keep students on task.

Pass is an electronic hall pass system for K-12 schools, designed to take the headache out of hall passes and simplify hall monitoring.

- Maximize in-class time, and regain control of your hallways.
- Gain more visibility and control over student movement.
- Know who has hall passes and where students are—without asking.
- Ensure that students are getting the most out of their class time by limiting unnecessary hall pass usage.
- Limit vaping, vandalism, and mischief and keep students accountable for their hall pass usage.

Reveal is a tool that provides schools and districts with visibility into application, website, and device analytics to make data-supported decisions and ensure a return on their edtech investment. It helps reduce wasted technology spend, identify opportunities for additional tech training and PD, and provides on-demand access to real-time student usage data. The tool works by automatically collecting activity data for student devices, websites, and apps, and integrates with student information systems to streamline implementation and ensure accurate class rostering.

Rhithm is an app that helps students and staff develop self-awareness and emotion regulation skills through a quick and easy check-in tool using an emoji-based self-reporting questionnaire. The app provides evidence-based learning activities to teach essential life skills based on users' answers. Rhithm enables the identification of struggling students and offers actionable insights into school climate and wellness trends, along with customizable surveys and assessments.

Visitor is a visitor management system tailored to K-12 schools. It simplifies the visitor management process, authenticates visitor identities, and performs background checks. It also confirms that visitors are authorized to pick up students and alerts security personnel to unwelcome or potentially dangerous visitors. The system features customizable health screening questionnaires, prints visitor badges with guest photos, and offers quick access and search of visitor logs. Securly Visitor is a valuable tool for schools to ensure the safety of their students and staff.

Home is a parental control platform designed to manage children's online activity on school-issued devices at home. It enables parents to schedule offline times, customize filtering rules, pause internet access, and receive weekly email reports. The level of control for parent visibility and filtering rules can be customized by admins. It helps to maintain a healthy balance between technology use and other aspects of life. Request a demo is available on the website.

On-Call is a service to help student services team shoulder the responsibility of responding to Aware alerts. On-Call is a team of highly trained student safety analysts who analyze Aware alerts and notify school designated personnel immediately—within 5 minutes or less—of extreme risk situations. They're on-call and ready to assist when needed—whether 24/7, during school hours, or anywhere in between.

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

DocuSign Envelope ID: C2667C4E-F98B-42A2-9591-38B5E19E28FC		Security - 2024/2025 Price List							
		RECURRING CHARGE PRODUCTS							
	PRODUCT	PRODUCT NAME	LICENSE BAND	1YR	ESUCC 1 year	3YR	Per Yr	ESUCC 3 Year	Per Yr
Filter Premium	Securly Filter Premium	1-9999	\$ 9.90	\$ 3.03	\$ 26.73	\$ 8.91	\$ 8.18	\$ 2.73	
	Securly Filter Premium	10000+	\$ 4.95	\$ 2.23	\$ 13.37	\$ 4.46	\$ 6.02	\$ 2.01	
Aware Premium	Securly Aware Premium	1-9999	\$ 3.70	\$ 2.14	\$ 9.99	\$ 3.33	\$ 5.77	\$ 1.92	
	Securly Aware Premium	10000+	\$ 1.85	\$ 1.57	\$ 5.00	\$ 1.67	\$ 4.25	\$ 1.42	
On-Call	Securly On-Call	1-9999	\$ 7.70	\$ 4.45	\$ 20.79	\$ 6.93	\$ 12.02	\$ 4.01	
	Securly On-Call	10000+	\$ 3.85	\$ 3.27	\$ 10.40	\$ 3.47	\$ 8.84	\$ 2.95	
Home	Securly Home	1-9999	\$ 2.00	\$ 0.61	\$ 5.40	\$ 1.80	\$ 1.65	\$ 0.55	
	Securly Home	10000-19999	\$ 1.00	\$ 0.45	\$ 2.70	\$ 0.90	\$ 1.22	\$ 0.41	
MDM	Securly MDM	1-9999	\$ 5.50	\$ 3.18	\$ 14.85	\$ 4.95	\$ 8.59	\$ 2.86	
	Securly MDM	10000-19999	\$ 2.75	\$ 2.34	\$ 7.43	\$ 2.48	\$ 6.32	\$ 2.11	
Classroom Premium	Securly Classroom Premium	1-9999	\$ 7.75	\$ 4.48	\$ 20.93	\$ 6.98	\$ 12.10	\$ 4.03	
	Securly Classroom Premium	10000-19999	\$ 3.88	\$ 3.30	\$ 10.46	\$ 3.49	\$ 8.89	\$ 2.96	
Rhithm Premium	Securly Rhithm Premium	1-9999	\$ 7.00	\$ 3.33	\$ 18.90	\$ 6.30	\$ 9.00	\$ 3.00	
	Securly Rhithm Premium	10000-19999	\$ 3.50	\$ 2.45	\$ 9.45	\$ 3.15	\$ 6.62	\$ 2.21	
Pass Core	Securly Pass Core	1-9999	\$ 3.50	\$ 2.87	\$ 9.45	\$ 3.15	\$ 7.74	\$ 2.58	
	Securly Pass Core	10000-19999	\$ 2.80	\$ 2.52	\$ 7.56	\$ 2.52	\$ 6.80	\$ 2.27	
Pass Premium	Securly Pass Premium	1-9999	\$ 5.00	\$ 4.10	\$ 13.50	\$ 4.50	\$ 11.06	\$ 3.69	
	Securly Pass Premium	10000-19999	\$ 4.00	\$ 3.60	\$ 10.80	\$ 3.60	\$ 9.72	\$ 3.24	
Flex Core	Securly Flex Core	1-9999	\$ 6.00	\$ 4.91	\$ 16.20	\$ 5.40	\$ 13.27	\$ 4.42	
	Securly Flex Core	10000-19999	\$ 4.80	\$ 4.32	\$ 12.96	\$ 4.32	\$ 11.66	\$ 3.89	
Flex Premium	Securly Flex Premium	1-499	\$ 7.50	\$ 6.15	\$ 20.25	\$ 6.75	\$ 16.59	\$ 5.53	
	Securly Flex Premium	10000-19999	\$ 6.00	\$ 5.40	\$ 16.20	\$ 5.40	\$ 14.58	\$ 4.86	
Discern (Aware/Filter compatible)	Securly Discern	per student, no volume tiers	\$ 5.00	\$ 4.50	\$ 13.50	\$ 4.50	\$ 12.50	\$ 4.17	
Discern Additional Data (Aware/Filter compatible)	Securly Discern - Additional Data	per student, no volume tiers	\$ 1.00		\$ 2.70	\$ 0.90		\$ 2.43	\$ 0.81
Video Scanning (Aware add-on)	Video Scanning	per student, no volume tiers	\$ 0.50	\$ 0.40	\$ 1.35	\$ 0.45	\$ 1.08	\$ 0.36	
	PROFESSIONAL SERVICES								
Learning Portal Core	Learning Portal Core for Classroom, Aware, and Rhithm	ALL	10% of subscription	10% of subscription					
Personalized VILT: Aware for School Based Staff	Personalized Virtual Instructor Led Training: Aware for School Based Staff	ALL	\$ 800	\$ 640					
Personalized VILT: Aware Office Hour	Personalized Virtual Instructor Led Training: Aware Office Hour	ALL	\$ 500	\$ 400					
Personalized VILT: Classroom for Teachers	Personalized Virtual Instructor Led Training: Classroom for Teachers	ALL	\$ 800	\$ 640					
Personalized VILT: Classroom Quick Start	Personalized Virtual Instructor Led Training: Classroom Quick Start	ALL	\$ 500	\$ 400					
Personalized VILT: Classroom Office Hour	Personalized Virtual Instructor Led Training: Classroom Office Hour	ALL	\$ 500	\$ 400					
Personalized VILT: Rhithm for School Based Staff	Personalized Virtual Instructor Led Training: Rhithm for School Based Staff	ALL	\$ 675	\$ 540					
Personalized VILT: Rhithm for Teachers	Personalized Virtual Instructor Led Training: Rhithm for Teachers	ALL	\$ 675	\$ 540					
Personalized VILT: Rhithm Custom Assessments	Personalized Virtual Instructor Led Training: Rhithm Custom Assessments	ALL	\$ 675	\$ 540					
Personalized VILT: Rhithm Office Hour	Personalized Virtual Instructor Led Training: Rhithm Office Hour	ALL	\$ 500	\$ 400					
	IMPLEMENTATION SERVICES								
Implementation: Classroom Self Serve	Classroom Implementation/Self Serve	ALL	\$ -	\$ -					
Implementation: Classroom Standard	Classroom Implementation/Standard	ALL	\$ 500	\$ 400					
Implementation: Aware Standard	Implementation: Aware Standard	ALL	\$ 1,000	\$ 800					
Implementation: On-Call Standard	Implementation: On-Call Standard	ALL	\$ 500	\$ 400					
Implementation: MDM Self Serve	Implementation: MDM Self Serve	ALL	\$ -	\$ -					
Implementation: MDM Standard	Implementation: MDM Standard	ALL	\$ 1,000	\$ 800					
Implementation: Rhithm Full Service	Implementation: Rhithm Full Service	ALL	\$ 1,000	\$ 800					
Implementation: Pass Self Serve	Implementation: Pass Self Serve	ALL	\$ -	\$ -					
Implementation: Pass Standard	Implementation: Pass Standard	ALL	\$ 500	\$ 400					
Implementation: Pass Full Service	Implementation: Pass Full Service	ALL	\$ 2,000	\$ 1,600					
Implementation: Flex Full Service	Implementation: Flex Full Service	ALL	\$ 2,000	\$ 1,600					

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

- **Order Delivery Method Options**
 - Members will submit orders direct to Vendor
 - ESUCC Marketplace is the preferred method for order placement
- **Electronic Orders**
 - Vendor Capable of receiving orders electronically? Yes: ☒ No: ☐

- If "Email" address to deliver orders to: nebraska@securly.com

- Contact (First, Last name): _____

Contact email address: _____

Contact Phone: _____

- First, Last name: Vinh Trinh_____

- Phone: 408-215-5192

- Contact (First, Last name): Vinh Trinh

Contact email address: nebraska@securly.com

- **Product Information URL:** www.securly.com

Securly Inc.

Terms and Conditions of Service

Effective Date: December 2020

This agreement applies to the order form to which these Terms and Conditions of Service are attached (collectively, the "Agreement"). This Agreement is made by and between Securly, Inc. ("Company" or "Securly"), a Delaware corporation with offices at 111 North Market Street, 4th Floor, Suite 400, San Jose, CA 95113, and its customer listed on the order ("Customer"). The effective date of the Agreement is referred to herein as the "Effective Date."

1. Services

Company will provide to Customer the cloud-based software products and services identified in the purchase order (the "Order") that incorporates these terms and conditions (collectively, the "Services" and, each, a "Service"). If there is a conflict or ambiguity between any term of this Agreement and the Order, the terms and conditions of the Order shall control. The Services may include, without limitation, Company's cloud-based web filtering, online activity monitoring for cyberbullying, auditing software, mobile device management software, tablet, and other computer asset location tracking software, device control software for teacher classroom management, and any other software or services offered by Company, including all updates thereto and related documentation. Company shall provide all necessary user identifications and passwords for the Services for use by Customer's employees, agents, independent contractors, students and parents/guardians ("Users").

2. Security

Company represents and covenants that it maintains appropriate administrative, technical and physical security measures to protect Customer data and personal information, including User Data (as defined in Section 4 below), to the extent reasonably necessary for the performance of the Services consistent with all applicable state and federal laws and regulations. In the event of a breach or suspected breach of any privacy or security measures described herein that has become known to Company, Company will immediately notify Customer thereof, and use its commercially reasonable efforts to remedy such breach.

3. Support Services

Company shall provide Customer with support services as specified in the Order (the "Support Services").

4. Ownership

(a) Ownership of the Service; Intellectual Property. Company shall retain all title to and ownership of and all proprietary rights with respect to the Services (including all software used to provide the Services and all portions

thereof (including all derivatives or improvements thereof), whether or not incorporated into or used with other software as a service, software or hardware. Customer's use of the Services does not constitute a sale of any of such software or any portion thereof. Company's name, logo, and the product names associated with the Services are trademarks of Company or third parties, and no right or license is granted herein to use them. Company hereby grants Customer, solely during the term of this Agreement, a limited, royalty-free, revocable license to use and install the Company provided software (which may include certificates and pack files) solely on Customer's machines and devices and only as necessary or appropriate to receive the Services (the "Client Software").

(b) Ownership of User Data. The Services may allow Customer to track and gather a range of data and information regarding its Users ("User Data"). Customer shall retain all title to and ownership of and all proprietary rights with respect to User Data, and shall be solely responsible for its use thereof. Customer is also responsible for securing and backing up its User Data and Company shall only restore lost User Data to its last-backup point if the loss was due to a fault in Company's Services or Support Services. Customer hereby grants Company a worldwide, royalty-free, and non-exclusive license to access and use User Data for the sole purpose of enabling Company to provide the Services, and for the limited purposes set forth in Company's Privacy Policy (described below).

(c) Data Use. To the extent Company receives any personal information (as such term or any analogous term may be as defined under applicable law) from or on behalf of Customer in connection with Company's provision of Services to Customer under the Agreement ("Customer personal information"), Company will only use, retain, disclose and otherwise process such Customer personal information for the purpose of providing the Services or in order to comply with the law. Company may disclose Customer personal information to its service providers as necessary for Company to provide the services to Customer. Company will however not otherwise retain, use, or disclose Customer personal information for any purpose other than to perform the Services or outside of the direct business relationship between Customer and Company. Specifically, it will not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Customer personal information to any third party for monetary or other valuable consideration. Company certifies that it understands and will comply with the restrictions on the processing of Customer personal information as set forth in this Section 4 (a).

(d) Data sources. Customer acknowledges that, dependent on the type of Services Company provides to Customer, Company may rely on publicly available or third-party data in order to provide the Services. Customer understands and agrees that Company has no responsibility for the accuracy, availability, reliability, or integrity of such data.

(e) Ownership of Reports and Analyses. Company may provide Customer with certain reports and analyses as part of the Services ("Reports"). Company shall retain all title to and ownership of and all proprietary rights with respect to such Reports. Company hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license, for the term of this Agreement, to use Reports strictly for Customer's own internal, legitimate, non-commercial, educational purposes.

(f) Mobile App and Parent/Guardian Usage. Customer acknowledges that Users may need to download the Company's mobile application from the relevant major mobile device provider app stores (iTunes or Google Play) and that use of the Company's mobile application or website by parents/guardians is subject to Company's terms of service and Privacy Policy.

(g) Feedback. If Customer provides any ideas, suggestions or recommendations to Company regarding Company's software, products, services or technology ("Feedback"), such Feedback is provided on a non-confidential basis to Company and Company is free to retain, disclose, use and incorporate such Feedback in Company's and/or its affiliates' products and services, without payment of royalties or other consideration to Customer. Customer understands and agrees that Company is not obligated to use, display, reproduce, or distribute any such Feedback, and that it has no right to compel such use, display, reproduction, or distribution. Nothing herein shall be interpreted as imposing an obligation on Customer to provide Feedback to Company.

5. Privacy Policy

(a) The parties agree that Customer is an educational institution, that Company is a service provider to Customer, and that Company's collection and use of the personally identifiable User Data of children under the age of 18 ("Minor User Data") is conducted on behalf of and with the authorization of Customer, in order to provide the Services requested by Customer. Customer has received and reviewed Company's Privacy Policy, Children's Privacy Policy and Notice of Privacy Practices (together the "Privacy Policy"), which include a privacy policy and direct notice of privacy practices as required by the Children's Online Privacy Protection Act Rule, 16 C.F.R. 313 ("COPPA"). Customer expressly consents to the collection, use and disclosure of Minor User Data as set forth in the Privacy Policy as applicable to those Services requested by Company. For the purposes of COPPA, Customer acknowledges that it is an educational institution, that it plans to use the Services in its capacity as an educational institution, and that it is authorized to consent to Company's collection, use and disclosure of Minor User Data by Company in order to provide the Services to Customer. Customer further acknowledges, and Company agrees to provide, Customer an opportunity to review the Minor User Data, and to request that such data be deleted and/or no longer collected or used (which may impact the availability of the Services). By executing this Agreement, Customer expressly acknowledges that it has received and reviewed the Privacy Policy, and grants its consent to Company's collection, use and disclosure of Minor User Data in accordance with the Privacy Policy, which may be updated from time to time, provided Customer will be notified of any material changes.

(b) Notwithstanding Section 5(b), Customer expressly agrees that Company may de-identify or aggregate User Data and Minor User Data so that it no longer identifies an individual under the age of 18 ("Aggregate Data"), and may maintain and use such data for its own purposes as set forth in the Privacy Policy, provided it has implemented reasonable safeguards to prevent the re-identification of Aggregate Data.

6. Customer Responsibilities, Warranties and Restrictions

(a) Customer agrees that it shall not do any of the following: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (including any Client Software), or in any way attempt to reconstruct or discover any source code or underlying ideas or algorithms of any part of the Services (including any Client Software); (ii) access or use the Services (including any Client Software) in order to build a similar or competitive product or service or for the purposes of bringing an intellectual property infringement claim against Company; (iii) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any of the Services (including any Client Software); (iv) attempt to gain unauthorized access to the Services (and Customer shall make commercially reasonable efforts to prevent unauthorized third parties from accessing the Services (including any Client Software)); or (v) exceed the permitted number of devices, active users or students, teachers, faculty and staff in a school or district, in each case as specified in an Order.

(b) Customer shall not (i) access or attempt to access the administrative interface of the Services by any means other than through the interface that is provided by Company in connection with the Services, unless otherwise agreed in writing or (ii) intentionally engage in any activity that interferes with or disrupts the Services (or any servers or networks that are connected to the Services).

(c) Customer is responsible for all activity occurring under Customers' accounts for the Services by its authorized users. Customer shall notify Company within a commercially reasonable time of any unauthorized use of any user account or any unauthorized use of the Services. Customer may not access the Company Services in a manner intended to avoid incurring fees or provide incorrect information for an Order for purposes of reducing amounts payable to Company.

(d) Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the terms and conditions of this Agreement and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it reasonably believes may be (or is alleged to be) in violation of this Agreement or applicable laws and regulations.

(e) If Customer is a government entity, unit, agency, organization, entity or party (including a school or school district), then Customer represents, warrants and covenants that Customer has taken all actions, complied with all requirements, obtained all prior consents and reviews, and otherwise satisfied all prerequisites that may be necessary or appropriate to enable Customer to enter into and perform this Agreement in accordance with its terms and conditions.

(f) Where Customer's uses the Services to send emergency notifications, alerts or other messages to recipients, including via text/SMS, phone, prerecorded message, email or other electronic communication ("Electronic Communication"), Customer represents, warrants and covenants that: (i) it has provided (and will continue to provide) adequate notices and has obtained (and will continue to obtain) the necessary permissions and consents from each recipient to receive such Electronic Communications from or on behalf of Securly, including as required by the Telephone Consumer Protection Act ("TCPA") and the CAN-SPAM Act, each as amended and including the regulations, guidance, and orders promulgated pursuant to such each; (ii) it will not send any Electronic Communication to a recipient that has not consented to receive such communications from Customer; (iii) it will not send any Electronic Communication to any recipient that has specifically opted out of receiving Electronic Communications from Company; (iv) not send, direct Securly to send or otherwise direct or cause to be sent any Electronic Communication in violation of applicable law or this Section 6(f); (iv) it will maintain adequate records of consents and its compliance with this Section 6(f) and shall provide upon request any such records to Securly for inspection; and (vi) it will only send, direct to be sent or otherwise cause to be sent Electronic Messages to (A) students, parents, guardians, personnel and other authorized parties, and (B) only for emergency purposes (as defined pursuant to the TCPA).

(g) Where Customer's use of the Services include visitor management, verification and tracking of visitors and other individuals, and related services or applications ("VMS"): Customer represents, warrants and covenants that: (i) it is responsible for ensuring that its collection, use and disclosure of all information (including personal information) and its instructions to Securly comply with applicable laws; (ii) that has provided (and will continue to provide) adequate notices and has obtained (and will continue to obtain) the necessary permissions and consents from each relevant individual to the collection, use, disclosure and/or storage of their information; (iii) it will not use the VMS (or any other of the Services) for the purposes of obtaining or conducting, background checks, employment verification, hiring, promotion, retention, termination, or reassignment decisions including but not limited to with respect to vendors, employees, contractors, providers, volunteers or other personnel; or otherwise engaging in any activities that are regulated by the Fair Credit Reporting Act (as amended) and the regulations, guidance, and orders promulgated thereto ("FCRA") or other state or federal laws or regulations related to consumer credit reports and background checks.

(h) There is no applicable law, regulation, rule, or other governmental requirement (A) which in any way restricts or limits the duty of Customer to fully perform and comply with all obligations of Customer as set forth in this Agreement, or (B) which impairs the rights of Company as set forth in this Agreement; and (iii) the software for the

Services provided under this Agreement will be treated as “commercial computer software” and “commercial computer software documentation” under any applicable governmental laws, regulations or rules.

(i) If any software or documentation is acquired by or on behalf of a unit or agency of the United States Government, Customer agrees that such software or documentation is “commercial computer software” or “commercial computer software documentation” and that, absent a written agreement with Company to the contrary, Customer’s rights with respect to such software and documentation are, in the case of civilian agency use, Restricted Rights (as defined in FAR §52.227.19), and, if for DoD use, limited by the terms of this Agreement, pursuant to DFARS §227.7202.

7. Confidential Information

(a) “Confidential Information” means any and all non-public information provided or revealed by one party (“Discloser”) to the other party (“Recipient”) or otherwise learned by a party during the course of performance under this Agreement, including without limit software, programs, prices, processes, documentation, financial, marketing and other business information, and all other material or information that is identified at the time of disclosure as confidential or proprietary or which otherwise would reasonably be expected to be kept confidential. Confidential Information shall also include: (i) the Discloser’s planned or existing computer systems and systems architecture, including computer hardware, computer software, source code, object code, documentation, methods of processing and operational methods; (ii) the Discloser’s customer lists, sales, profits, organizational structure and restructuring, new business initiatives and finances; (iii) the Discloser’s services and products, product designs, and how such products are administered and managed; and (iv) the Discloser’s User Data. Recipient’s obligations of confidentiality shall not apply to information that: (1) is or becomes public through no fault or breach by Recipient, (2) is or becomes known to Recipient (either directly or rightfully through a third party) without an obligation of confidentiality, or (3) is independently developed by Recipient without use of or access or reference to Discloser’s Confidential Information.

(b) During the Term of this Agreement and for a period of five (5) years following the termination or expiration of this Agreement, or with respect to any Confidential Information that constitutes a trade secret of the Discloser, for so long as such information constitutes a trade secret, Recipient shall hold Discloser’s Confidential Information in confidence and will not disseminate or disclose the Confidential Information to any third party except its Personnel, as set forth herein, unless required by applicable law to do so. Recipient will protect Discloser’s Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but in no event will Recipient use less than a reasonable degree of care. Recipient will use Discloser’s Confidential Information solely to the extent necessary to exercise its rights and obligations under this Agreement and will ensure that Confidential Information is disclosed only to its employees, contractors and other personnel (individually and collectively, “Personnel”) with a bona fide need to know and who are under binding written obligations of confidentiality with Recipient to protect Discloser’s Confidential Information substantially in accordance with the terms and conditions of this Agreement. The Recipient shall be responsible for any breach of this Section 7 by any Personnel. In addition, Recipient will implement and maintain appropriate technical and organizational measures to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the Confidential Information to be protected. Recipient may disclose Confidential Information to the limited extent required to by the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Recipient notifies the Discloser in writing in advance of such disclosure (unless prohibited by law from doing so) and provides the Discloser with copies of any related information so that the Discloser may take appropriate action to protect its Confidential Information.

(c) All Confidential Information is and shall remain the sole property of Discloser, and Recipient shall not acquire any rights or licenses therein except as expressly set forth in this Agreement. Recipient shall return to Discloser (or at Discloser's option, destroy) any and all Confidential Information and any other information and materials that contain such Confidential Information (including all copies in any form) immediately upon Discloser's written request, or upon the termination of this Agreement. Within ten (10) days following Discloser's written request, Recipient will provide Discloser with a written certification, as signed by an officer or executive level employee of Recipient, certifying compliance with this Section 7.

(d) Recipient acknowledges that the disclosure of Confidential Information in breach of the terms of this Section 7 may cause Discloser irreparable injury and damages that may be difficult to ascertain. Therefore, Discloser, upon a disclosure or threatened disclosure of any Confidential Information by Recipient or any Personnel, will be entitled to injunctive relief (without being required to post bond), including, but not limited to, a preliminary injunction upon an ex parte application by the Discloser to protect and recover its Confidential Information, and the Recipient will not object to the entry of an injunction or other equitable relief against the Discloser on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. Without limiting the foregoing, the Recipient will advise the Discloser immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the Receiver, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the Discloser, whether under this Agreement, at law, or in equity.

8. Billing and Payment

(a) The amount of the recurring fees associated with the use of the Services and the Support Services by Customer shall be as set forth in the Order (the "Fees"). Fees for Services may be charged based on the number of (i) devices or active Users, (ii) the number of students in a school or district, or (iii) students, teachers, faculty and staff in a school or district, as specified in an Order. Additionally, there may be other basis for calculating the Fees, as specified in the Order. The Fees exclude all applicable sales, use, and other taxes, fees, duties and similar charges ("Taxes"), and Customer will be responsible for payment of all such Taxes (other than taxes based on Company's income) and any penalties or charges that accrue with respect to the non-payment of any Taxes as well as government charges, and all reasonable expenses and attorneys' fees Company incurs collecting late amounts. All amounts payable under this Agreement will be payable in U.S. Dollars within thirty (30) days of receipt of invoice, unless specified otherwise in the Order or Customer is purchasing the Services and Support Services through an authorized reseller and the parties have agreed that Customer is to pay the authorized reseller directly. Payment of fees shall be made by the Customer prior to receiving the Services. The payment may be made by check or wire transfer. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). To the fullest extent permitted by law, Customer waives all (i) claims relating to charges unless claimed within sixty (60) days after invoicing, and (ii) refunds under any situations aside from those contemplated in this Agreement. Notwithstanding any fees for services posted on Company's website or otherwise published by Company, the parties acknowledge and agree that the Fees may only be modified as set forth below in the "Modification; Waiver" section of this Agreement.

(b) Assignment. Company may assign to a third party (an "Assignee") all of its right, title and interest in all or any of the Fees at any time. Upon any such assignment, Company will give Customer written notice thereof (a "Notice of Assignment"). The Notice of Assignment shall provide the name and contact information for the Assignee and shall instruct Customer to make payment of the assigned Fees to the Assignee. Upon receipt of a Notice of Assignment, (i) Customer shall sign the acknowledgement provision in such Notice of Assignment and return it to Company as provided in such Notice of Assignment and (ii) Customer shall be obligated to make all payments of the assigned Fees to the Assignee, notwithstanding the Order's payment instructions for such Fees.

(c) If Customer is purchasing the Services or Support Services (or both) through an authorized reseller, Customer shall pay the fees for the Services and Support Services, as applicable, on a timely basis directly to the authorized reseller. Without limiting Company's remedies under this Agreement, at law or in equity, Company reserves the right to suspend provision of the Services or Support Services (or both) and to terminate this Agreement should Customer fail to pay the authorized reseller on time, regardless of the reason.

9. Term and Termination

(a) This Agreement commences on the Effective Date and, unless terminated earlier in accordance with its terms and conditions, shall remain in effect for the initial period specified in the Order (or, if no period is specified in the Order, then for an initial period of twelve (12) months) (the "Initial Term"). This Agreement will thereafter continue for successive twelve (12) month periods (each, a "Renewal Term"), unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then-current term. The Initial Term, together with all Renewal Terms, are collectively referred to as the "Term".

(b) Either party may terminate this Agreement by giving written notice to the other party upon the occurrence of an Event of Default by the other party. For purposes of this Agreement, "Event of Default" means a breach by a party of any of its representations, warranties, or obligations under this Agreement, if such breach remains uncured for a period of thirty (30) days following receipt of written notice from the other party.

(c) Any and all provisions in this Agreement which would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership of materials, payment, taxes, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law.

10. Company Warranties, Company Disclaimers, and Exclusive Remedies

(a) Company warrants to Customer that it will provide the Services in all material respects as described in the applicable end user documentation, if any, and will provide such Services in a professional manner and in accordance with generally accepted industry practices. If the Services provided to Customer are not performed as warranted, Customer agrees that it must promptly provide a written notice to Company that describes the deficiency in the Services.

(b) COMPANY DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY COMPANY, AND (C) THE SERVICES WILL MEET CUSTOMER'S OR ITS USERS' NEEDS, REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF

SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT OR APPLICATIONS, OR THIRD PARTY CONTENT (INCLUDING PUBLICLY AVAILABLE DATA OR OTHER THIRD PARTY DATA) OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, COMPANY DOES NOT GUARANTEE OR WARRANT (A) THAT THE SERVICES WILL COMPLY WITH THE REQUIREMENTS OF THE CHILDREN'S INTERNET PROTECTION ACT, (B) THAT THE SERVICES WILL FUNCTION TO PREVENT MINORS FROM BEING EXPOSED TO INAPPROPRIATE, HARMFUL, UNSAFE, OR OBSCENE CONTENT ONLINE, (C) THAT THE SERVICES WILL PREVENT OR OTHERWISE DISCOURAGE CYBERBULLYING OR SELF-HARM BY STUDENTS, (D) THAT THE SERVICES WILL DETECT ALL CYBERBULLYING AND SELF-HARM BY STUDENTS, OR (E) ALL SOCIAL MEDIA SITES, STREAMING MEDIA, WEB-BASED EMAIL SERVICES, CLOUD STORAGE SITES, OTHER INTERNET SITES (INCLUDING PORN, GAMBLING AND OTHER INAPPROPRIATE SITES FOR MINORS), DIRECT MESSAGES AND ELECTRONIC DOCUMENTS AND FILES WILL BE BLOCKED OR MONITORED OR (F) THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES INCLUDING BUT NOT LIMITED TO AND THIRD PARTY DATA OR THE RESULTS OF ANY QUERIES OR SEARCHES SUBMITTED BY CUSTOMER FOR PURPOSES OF SCREENING VISITORS, OR (G) THE SERVICES WILL DETECT OR PREVENT FROM ENTERING SCHOOL PREMISES ANY OR ALL INDIVIDUALS THAT ARE UNAUTHORIZED OR OTHERWISE PROHIBITED BY APPLICABLE LAW OR CUSTOMER POLICY FROM ENTERING OR VISITING CUSTOMER PREMISES OR PROPERTY.

(d) FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF COMPANY CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER (AS DETERMINED SOLELY BY COMPANY IN ITS REASONABLE DISCRETION), THEN CUSTOMER MAY TERMINATE THE SERVICES AND COMPANY WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO COMPANY FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION. IN SUCH AN EVENT, COMPANY SHALL ALSO EXERCISE COMMERCIALLY REASONABLE EFFORTS TO PROVIDE CUSTOMER WITH REASONABLE OPPORTUNITY TO ACCESS THE SERVICES FOR THE PURPOSES OF SECURING AND BACKING UP CUSTOMER'S USER DATA.

(e) TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, AND COMPANY HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability

BOTH PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF TIME OR LOST PROFITS) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF WILLFUL OR GROSSLY NEGLIGENT BREACHES OF SECTION 7, AND WITHOUT AFFECTING THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 10, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY OF ANY TYPE UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THIS PARAGRAPH DOES NOT APPLY TO CUSTOMER'S VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS.

12. Indemnification

(a) Customer Obligations. Customer shall defend Company against any claim, cause of action, suit or proceeding (each a "Claim") made or brought against Company by a third party arising out of or attributable to Customer's use of the Service (other than as expressly set forth in Section 12(b) below), and shall indemnify Company for any damages finally awarded against, and for reasonable attorney's fees incurred by, Company in connection with the Claim, on condition that Company (a) promptly gives Customer written notice of the Claim; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Company of all liability); and (c) provides reasonable assistance in connection with the defense (at Customer's reasonable expense).

(b) Company Obligations. Company shall defend Customer against any Claim made or brought against Customer by a third party alleging that Customer's use of the Service infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with the Claim, on condition that Customer (a) promptly gives Company written notice of the Claim; (b) gives Company sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless the settlement unconditionally release Customer of all liability); and (c) provides reasonable assistance in connection with the defense (at Company's reasonable expense). If a Claim is brought or threatened, or Company believes is likely to occur, Company may, at its option, (i) procure for Customer the right to use the Service, (ii) replace the Service with other suitable products, or (iii) refund any prepaid fees that have not been earned and terminate this Agreement upon notice. Company will have no liability under this Agreement or otherwise to the extent a Claim is based upon (a) use of the Service in combination with software, hardware or technology not provided by Company, if infringement would have been avoided in the absence of the combination, (b) modifications to the Service not made by Company, if infringement would have been avoided by the absence of the modifications, (c) use of any version other than a current release of the Service, if infringement would have been avoided by use of a current release, or (d) any action or omission of Customer for which Customer is obligated to indemnify Company under this Agreement. This Section 12(b) states the Company's sole liability to, and the Customer's exclusive remedy against, the Company for any type of intellectual property infringement claim.

13. Advertising and Public Announcements

Neither party will use the other party's name or marks, refer to or identify the other party in any advertising or publicity releases or promotional or marketing correspondence to others without such other party's written approval. Notwithstanding the foregoing, Company may publish Customer's name as part of a publicly-available list of Company's customers.

14. Relationship of the Parties

The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer- employee relationship, a partnership, fiduciary, or agency relationship or any association or joint venture between the parties.

15. Force Majeure

Except payment obligations, any delay in or failure of performance by a party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party, provided that the party affected by such event will immediately notify the other party and begin or resume performance as soon as practicable after the event has abated. If the act or condition beyond a party's reasonable control that prevents such party from performing any of its obligations under this Agreement continues for thirty (30) days or more, then the other party may terminate this Agreement immediately upon written notice to the non-performing party. Without limitation, act or condition beyond Company's reasonable control include all acts and omissions of Company's service providers. In the event of such termination by Customer, Company shall refund to Customer such fees for the terminated services that Customer pre-paid to Company for the period following the effective date of termination, and shall also exercise commercially reasonable efforts to provide Customer with reasonable opportunity to access the Services for the purpose of retrieving User Data. In all other instances of delay or failures on the part of Company under this Section 15 (i.e. wherein Customer does not or otherwise cannot terminate this Agreement pursuant to this Section 15), Customer shall not be entitled to any service credit or refund.

16. Binding Effect; Assignment; Third Parties

The terms and conditions of this Agreement shall be binding on the parties and all successors and permitted assigns of the foregoing. Customer may not assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Company's prior written consent. Company may freely assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the Customer's consent, and nothing shall prohibit Company from hiring qualified subcontractors to perform any of the Services or Support Services, as provided herein. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement is intended for the sole and exclusive benefit of the parties, is not intended to benefit any third party, and only the parties may enforce this Agreement.

17. Modification; Waiver

All modifications to or waivers of any terms and conditions of this Agreement (including any exhibit) must be in a writing that is signed by the parties hereto and expressly references this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

18. Governing Law

This Agreement and all actions arising out of or in connection with this Agreement shall be construed under and governed by and interpreted in accordance with the laws of the State of California, without regard to the conflicts of law provisions thereof.

19. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court with jurisdiction over the parties to this Agreement, such invalid, illegal, or unenforceable provision shall be deleted from the Agreement, which shall then be construed to give effect to the remaining provisions thereof.

20. Notices

All notices, consents and approvals under this Agreement must be delivered in writing by personal delivery, courier, express mail service, or by certified or registered mail, (postage prepaid and return receipt requested) or by e-mail, with reasonable confirmation of receipt, to the other party at the address set forth on at the beginning of this Agreement (in the case of Company) or the Order (in the case of Customer), or such other address as a party may designate from time to time by written notice to the other party. Notice given by mail shall be effective five (5) days after the date of mailing, postage prepaid and return receipt requested. Notice by personal delivery, courier service, or express mail service shall be effective upon delivery.

21. Interpretation

This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The section headings and captions in this Agreement are for convenience of reference only and have no legal effect.

22. Entire Agreement

This Agreement and the Privacy Policy constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written representations, agreements or communications, including, without limitation, any quotations or proposals submitted by Company that are not shown in the Order or any policies or terms for the Services posted on www.securly.com other than the Privacy Policy.

AEPA #021.5-B Disaster Recovery

EXTENSION OF AGREEMENT

made by and between

ServiceMaster (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.5-B Disaster Recovery

EXTENSION OF AGREEMENT

made by and between

Signal USA (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.5-C E-Rate Consulting

EXTENSION OF AGREEMENT

made by and between

E-Rate Elite (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.5-C E-Rate Consulting

EXTENSION OF AGREEMENT

made by and between

Kellogg & Sovereign (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.5-C E-Rate Consulting

EXTENSION OF AGREEMENT

made by and between

E-Rate Central (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.5-D Mobile/Cellular Connectivity

EXTENSION OF AGREEMENT

made by and between

Kajeet (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #021.75-A HVAC

EXTENSION OF AGREEMENT

made by and between

Carrier (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #022.5-B Career & Technical Education

EXTENSION OF AGREEMENT

made by and between

Blick Art Materials (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #022.5-B Career & Technical Education

EXTENSION OF AGREEMENT

made by and between

Midwest Technology Products (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #022.5-B Career & Technical Education

EXTENSION OF AGREEMENT

made by and between

Pitsco Education (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #022.5-C Institutional Kitchen Equipment

EXTENSION OF AGREEMENT

made by and between

Hubert (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023.5-B Playground and Recreation Structures

EXTENSION OF AGREEMENT

made by and between

RCP Shelters (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023.5-B Playground and Recreation Structures

EXTENSION OF AGREEMENT

made by and between

Romtec (Vendor)

and

ESU Coordinating Council, NE (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2024 - May 31, 2025

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature _____ Title Executive Director

Typed Name Kraig Lofquist Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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 Village of Orchard, commonly known as Village of Orchard. 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 Village of Orchard 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, Village of Orchard 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

Orchard: Village of Orchard
Attn: Village Clerk
407 East 4th Street
Orchard, NE 68764

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

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

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

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

20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous

negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____
Kraig Lofquist
Executive Director

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Legal Committee Meeting
Tuesday, May 7, 2024 10:00 AM
ESU No.10
76 Plaza Blvd
Kearney, NE 68845

1. Call to Order
Committee Chair

2. Roll Call
Committee Chair

3. Consent Agenda Items
Committee Chair

3.1. Coop Contracts
Committee Chair

3.1.1. Special Buy with Insight Public Sector, Inc.
Committee Chair

3.1.2. AEPA 021.5, 021.75, 022.5, 023.5 Extensions
Committee Chair

3.1.3. Approve Special Buy agreement with Securly
Committee Chair

3.1.4. Special Buy agreement with Infobase Learning
Committee Chair

3.1.5. Special Buy agreement with Renaissance Learning
Committee Chair

4. Agenda Item
Committee Chair

4.1. COOP
Committee Chair

4.1.1. Coop Strategic Plan
Committee Chair

4.1.2. Approve Interlocal with the Village of Orchard
Committee Chair

4.1.3. Staff Written Reports
Committee Chair

4.1.3.1. Craig Peterson Report
Committee Chair

4.1.3.2. Colleen Lentz (Data)

4.2. Legislative Updates
Committee Chair

4.2.1. Bromm's Updates
Curt and Jason Bromm

4.3. Policies and Procedures
Committee Chair

5. Next Meetings Agenda Items
Committee Chair

6. Adjournment
Committee Chair

May 2024

YOY Program/ Contract Sales

2023-24 Sales: \$19,344,227.89 (July 2023-March 2024 *not final*)

2022-23 Sales: \$22,580,611.77 (July 2022-March 2023)

YOY Delta: **-\$3,236,383.88**

- AEPA **-\$3,730M**
- Special Buys: **-\$588K**
- Prime Vendor Buys: **+\$1,012K**
- Annual/ Paper Buy: **+70K**

YTD Food Program Update

- **2023-24 Program**
 - 133 participants up 7 schools from previous year
 - YTD spend: \$6,541M up \$846K
- **2024-25 Program**
 - 296 2024-25 Program Invites Sent April 2, 2024 (8 more sent this year over last)
 - 75 Responses to date
 - 61 Participating
 - 7 new schools (Brady, Chadron, Leyton, Medicine Valley, Sumner-Eddyville, Sutherland, Plainview, & Wilcox-Hildreth)
 - 13 Not Participating
 - Kearney Catholic currently participating this year but opting to not participate next year

RESOLUTION

WHEREAS, on May 7, 2024, 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 The Village of Orchard 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 7th day of May, 2024.

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:	_____	_____	_____

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 Village of Orchard, commonly known as Village of Orchard. 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 Village of Orchard 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, Village of Orchard 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

Orchard: Village of Orchard
Attn: Village Clerk
407 East 4th Street
Orchard, NE 68764

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

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

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

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

20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous

negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____
Kraig Lofquist
Executive Director

Signature: _____ Date: _____

Printed Name: _____

Title: _____

RESOLUTION

WHEREAS, on May 7, 2024, 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 The Village of Orchard 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;

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It was so moved by _____ and seconded by _____ this 7th day of May, 2024.

Roll call vote as follows:

	Name	<u>Yes</u>	<u>No</u>
ESU 1:	_____	_____	_____
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ESU 19:	_____	_____	_____