



ESUCC Regular Board Meeting
Wednesday, November 19, 2025 8:00 AM
ESU 3
6949 South 110th Street
LaVista, NE 68128

1. Call to Order
Board President
 - 1.1. Roll Call
Board President
2. Welcome Visitors
Board President
3. Public Comment
Board President
4. Consent Agenda Items
Board President
 - 4.1. Approval of Minutes
Board President
 - 4.2. Policy 1021. Legislative and Governmental Relations
Board President
 - 4.3. Policy 1022. Relation with Nebraska Legislature
Board President
 - 4.4. Policy 3008. Credit Card Purchasing Program
Board President
 - 4.5. Policy 3010. ESUPDO Affiliate Groups
Board President
 - 4.6. Policy 3024. Gifts
Board President
 - 4.7. Cooperative Contracts
Board President
5. Audit Report
Darren Osten, Eide Bailly
6. Distance Learning Project Profile
Project Leaders
7. Petitions and Communications to the Board
Board President

- 7.1. Learning Community Update
Gerald Kuhn
- 7.2. NCSA - Ambassador Program Updates
Kevin Wingard, NCSA
- 7.3. State Board of Education and Nebraska Department of Education Report
Shirley Vargas, NDE
- 7.4. Association of Education Service Agency (AESAs) Report
AESAs Representative
- 8. Legislative Ad Hoc Committee
Dr. Melissa Wheelock
- 9. Chief Executive Officer (CEO) Report
CEO Polk
- 10. Bold Step Committee Reports
Committee Chair(s)
 - 10.1. Lead
Committee Chair Dr. McNiff
 - 10.2. Influence & Invest
Committee Chair Dr. Chism
 - 10.3. Advocate
Committee Chair Harris
 - 10.4. SMART
Committee Chair Picquet
- 11. Committee Reports
Board President
 - 11.1. Executive Committee Report
Board President
 - 11.1.1. Claims, Financial Statements, and Assets for the Month of October
ESUCC Treasurer
 - 11.1.2. October Expenses to be paid in November
ESUCC Treasurer
 - 11.1.3. Authorization for the CEO to pay the December bills in the absence of the
December Board Meeting
ESUCC Treasurer
 - 11.1.4. CEO Evaluation 2025-2026
Committee President or President Elect
 - 11.2. Education Resources
Committee Chair(s)
 - 11.2.1. PDO Reimagined Update
CEO Polk and CLO Easton
 - 11.3. Legal Committee
Committee Chair(s)
 - 11.3.1. Saint Francis Indian School Interlocal Agreement
Craig Peterson
 - 11.4. Information Services Committee
Committee Chair(s)

12. ESU Share Out and New Chief Administrator Topics
Board President
13. Adjournment
Board President

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:

- 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;
- Discussion regarding deployment of security personnel or devices;
- Investigative proceedings regarding allegations of criminal misconduct;
- 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;
- 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
- For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

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

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

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

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

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

(1)(a) Except as provided in subsection (9) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

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

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

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

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

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

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be

finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or (C) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

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

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

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

- A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;
- An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;
- The governing body of a public power district having a chartered territory of more than one county in this state;
- The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;
- An educational service unit;
- The Educational Service Unit Coordinating Council;
- An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;
- A community college board of governors;
- The Nebraska Brand Committee;
- A local public health department;
- A metropolitan utilities district;
- A regional metropolitan transit authority; and
- A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (a) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (b) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

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

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

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

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

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

- 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;
- No action is taken by the public body at the virtual meeting; and
- The public body complies with subdivisions (2)(b)(i) and (ii) of this section.

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

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

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

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

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

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

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

- A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;
- 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;
- 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;
- No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;
- Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and
- The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 06/2025

Educational Service Unit Administrators 2025-2026

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ESUCC

ESUCC Regular Board Meeting

Friday, October 17, 2025, 8:00 AM

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

Posted Locations:

Omaha World-Herald

ESUCC webpage

NE Public Meetings

Posted Date: 10/06/2025

Attendance Taken at 8:00 AM.

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

Attendance Update Taken at 8:08 AM.

Dr. Takako Olson (ESU 18): Present

Attendance Update Taken at 10:07 AM.

Dr. Takako Olson (ESU 18): Absent
Attendance Update Taken at 11:06 AM.
James McGown (ESU 16): Present

1. Call to Order

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

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

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

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

1.1. Roll Call

Dr. Laura Barrett, ESU 13 Administrator, will be absent.

2. Welcome Visitors

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

No visitors present.

3. Public Comment

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

No public comment provided.

4. Consent Agenda Items

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

Consent Agenda Items:

- Minutes from the previous meeting(s)
- Policy review with no recommended changes
- Other routine agenda items

Recommended Motion: Take all necessary action to approve the consent agenda as presented. Take all necessary action to approve the consent agenda as presented. Passed with a motion by Schnoes, Dan (ESU 03) and a second by Dahl, Corey (ESU 08).

Marci Ostmeyer:	Yea
Mitch Hoffer:	Yea
Dr. Bill Heimann (ESU 01):	Yea
Dr. Dan Schnoes (ESU 03):	Yea
Gregg Robke (ESU 04):	Yea
Dr. Brenda McNiff (ESU 05):	Yea
Dr. Brian Maschmann (ESU 06):	Yea
Corey Dahl (ESU 08):	Yea
Drew Harris (ESU 09):	Yea
Dr. Melissa Wheelock (ESU 10):	Yea
John Poppert (ESU 11):	Yea
Geraldine Erickson (ESU 17):	Yea
Dr. Kanyon Chism (ESU 19):	Yea

Yea: 13, Nay: 0

4.1. Approval of Minutes

This is a consent item.

4.2. Policy 3003. Financial Report

This is a consent item.

4.3. Policy 3005. Annual Financial Report

This is a consent item.

4.4. Policy 3006. Periodic Audit

This is a consent item.

4.5. Policy 3007. Purchasing

This is a consent item.

4.6. Cooperative Contracts

This is a consent item.

5. Canvas Project Profile

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

6. Petitions and Communications to the Board

6.1. Learning Community Update

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

6.2. NCSA - Ambassador Program Updates

No one from NCSA was able to attend the meeting.

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

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

6.4. Association of Education Service Agency (AESA) Report

- Tara Thomas, AESA/AASA Government Affairs Manager, will be attending the January 14, 2026, PDO event.
- Dr. Joan Wade, AESA Executive Director, will be attending the May 13, 2026, PDO event.

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

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

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

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

7. Chief Executive Officer (CEO) Report

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

- CEO Report to the Board - October
- CEO Leave Report to the Board

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

8. Bold Step Committee Reports

8.1. Lead

Members:

Bill Heimann, ESU 1
Mitch Hoffer, ESU 2
Brenda McNiff, ESU 5 (Chair)
Drew Harris, ESU 9
Laura Barrett, ESU 13
James McGown, ESU 16
Kanyon Chism, ESU 19
Geraldine Erickson, ESU 17 Administrator, would like to follow up on revisiting the standards.

8.2. Influence & Invest

Members:

Gregg Robke, ESU 4
Corey Dahl, ESU 8
Melissa Wheelock, ESU 10
John Poppert, ESU 11
Takako Olson, ESU 18
Kanyon Chism, ESU 19 (Chair)
No report.

8.3. Advocate

Members:

Brian Maschmann, ESU 6
Corey Dahl, ESU 8
Drew Harris, ESU 9 (Chair)
John Poppert, ESU 11
Phillip Picquet, ESU 15
James McGown, ESU 16
Geraldine Erickson, ESU 17
No report.

8.4. SMART

Members:

Mitch Hoffer, ESU 2
Dan Schnoes, ESU 3
Gregg Robke, ESU 4
Marci Ostmeyer, ESU 7
Melissa Wheelock, ESU 10
Phillip Picquet, ESU 15 (Chair)
Takako Olson, ESU 18

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

9. Committee Reports

9.1. Information Services Committee

The Committee Chairperson(s) will provide an update from the committee meeting held on

October 16, 2025.

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

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

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

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

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

9.2. Education Resources

The Committee Chairperson(s) will provide an update from the committee meeting held on October 16, 2025.

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

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

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

9.3. Legal Committee

The Committee Chairperson(s) will provide an update from the committee meeting held on October 16, 2025.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve Policy 3017. Internal Controls as presented.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve Policies 3018-3033 as presented.

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

Bromm Update

- State revenue concerns remain.

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

ESUCC CEO Polk Update

- ESUs have been invited to participate in interim conversations regarding truancy and teacher recruitment/retention.
- CEO Dr. Polk and CIO Scott Isaacson will discuss K-12 cybersecurity with NDE leadership in the coming weeks.

Additional Legislative Notes

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

LEA Status Discussion

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

Discuss, consider, and take all necessary action to approve Policy 3017. Internal Controls as presented Passed with a motion by Schnoes, Dan (ESU 03) and a second by Harris, Drew (ESU 09).

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

James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Kanyon Chism (ESU 19): Yea

Yea: 14, Nay: 0

Discuss, consider, and take all necessary action to approve Policies 3018-3033 as presented
Passed with a motion by Harris, Drew (ESU 09) and a second by Erickson, Geraldine (ESU 17).

Marci Ostmeyer: Yea
Mitch Hoffer: Yea
Dr. Bill Heimann (ESU 01): Yea
Dr. Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr. Brian Maschmann (ESU 06): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Kanyon Chism (ESU 19): Yea

Yea: 14, Nay: 0

9.4. Executive Committee Report

The Board President will provide an update from the committee meeting held on October 16, 2025.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the Software Developer/Systems Integrator job description, as presented.

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

Discuss, consider, and take all necessary action to approve the Software Developer/Systems Integrator job description, as presented
Passed with a motion by Erickson, Geraldine (ESU 17) and a second by McNiff, Brenda (ESU 05).

Marci Ostmeyer: Yea
Mitch Hoffer: Yea
Dr. Bill Heimann (ESU 01): Yea
Dr. Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr. Brian Maschmann (ESU 06): Yea
Corey Dahl (ESU 08): Yea

Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 14, Nay: 0

9.4.1. Claims, Financial Statements, and Assets for the Month of September
Other financial reports are available upon request to the ESUCC CEO.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the claims, financial statements, and assets for the month of September.

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

Discuss, consider, and take all necessary action to approve the claims, financial statements, and assets for the month of September Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Dahl, Corey (ESU 08).

Marci Ostmeyer: Yea
Mitch Hoffer: Yea
Dr. Bill Heimann (ESU 01): Yea
Dr. Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr. Brian Maschmann (ESU 06): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 14, Nay: 0

9.4.2. September Expenses to be paid in October

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

Discuss, consider, and take all necessary action to approve the September expenses to be paid in October. Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Schnoes, Dan (ESU 03).

Marci Ostmeyer: Yea

Mitch Hoffer: Yea
Dr. Bill Heimann (ESU 01): Yea
Dr. Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Dr. Brenda McNiff (ESU 05): Yea
Dr. Brian Maschmann (ESU 06): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 14, Nay: 0

10. ESU Share Out and New Chief Administrator Topics

- Dr. Schnoes, ESU 3 Administrator, would like to know: Is there any interest in becoming a member of the NE state accreditation committee?

Password Management — One password, Bitwarden, LastPass, JumpCloud

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

Access to school information may change with the new portal.

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

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

Dr. Stavem will be visiting ESUs.

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

11. Adjournment

The ESUCC Board Meeting adjourned at 11:50 am.

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

1021. Legislative and Governmental Relations

The Board may contract with an outside entity that will assist member ESUs in strategically planning legislative initiatives that support the mission of the ESUCC and its member service units.

Date of Adoption:	November 20, 2024
Date(s) of Review:	November 19, 2025

1022. Relation With Nebraska Legislature

The ESUCC will communicate its position on relevant legislation to the Nebraska Legislature. The Board may also direct the CEO to prepare proposed legislation for introduction on behalf of the ESUCC and/or Member ESU's (when approved by the ESUCC Board).

The CEO is responsible for advocacy and relations with the Nebraska Legislature and will be designated to serve as one of registered lobbyists for the ESUCC. The Council may, but is not required to, retain the services of other specialists in governmental relations to assist the ESUCC in achieving its mission.

Legal Reference:	Neb. Rev. Stat. § 49-1401, et seq
Date of Adoption:	February 6, 2025
Date(s) of Review:	November 19, 2025

3008. Credit Card Purchasing Program

1. The ESUCC Board authorizes the Chief Executive Officer or designee to one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the ESUCC.
2. The ESUCC Board delegates to the Chief Executive Officer or designee: (a) the determination of the type of purchasing card or cards to be utilized in the ESUCC's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the ESUCC's purchasing card program. Annually, the Chief Executive Officer shall submit the approved names to the ESUCC Board.
3. The ESUCC's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the ESUCC. No officer or employee of the ESUCC shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Chief Executive Officer or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Chief Executive Officer or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference:	Neb. Rev. Stat. § 13-610
Date of Adoption:	January 14, 2025
Date(s) of Review:	November 19, 2025

3010. ESUPDO Affiliate Groups

The ESUCC will approve ESUPDO affiliate groups, comprised of ESU employees across the Nebraska ESUs, when the affiliate structure is revised.

Legal Reference:	
Date of Adoption:	January 14, 2025
Date(s) of Review:	November 19, 2025

3024. Gifts

1. Gifts to the ESUCC. The Board welcomes monetary and material contributions or other types of citizen contributions to the ESUCC. Material contributions may be rejected where not suitable for efficient use by the ESUCC. All donations become the property of the ESUCC and will be used in the interests of the ESUCC.
2. Gifts to Employees. Students and patrons shall not be encouraged or coerced to give personal gifts to ESUCC employees in their position as employees. In the event an employee receives such a gift with a monetary value in excess of \$50, the employee is to inform the Administrator, who is then authorized to require that the employee disburse the gift to the ESUCC or equitably among other ESUCC staff serving the person making the gift.
3. Gifts by ESUCC Employees. ESUCC employees are not to give gifts to students who they serve in their employment. Exceptions are allowed for a homebound or seriously ill child, and in other cases where administrative approval is given.

Legal Reference:	
Date of Adoption:	October 17, 2025
Date(s) of Review:	November 19, 2025

ADDENDUM TO 2022-2025 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND NOTABLE INC.

THIS ADDENDUM is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and **Notable Inc. (DBA Kami)** ("Contractor") to the 2022-2025 Special Buy Agreement signed by the Cooperative on October 19, 2022, and by the Contractor on October 18, 2027 and an Addendum/Extension signed by the Cooperative on August 7, 2025 and by the Contractor on August 6, 2025. The Addendum is as follows:

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

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

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

Kami Companion to be added to the agreement

Kami Companion is designed to empower every learner with adaptive accessibility tools that support Universal Design for Learning (UDL) principles. This powerful extension assists students facing challenges in reading, writing, and comprehension, as well as those with ELL/MLL needs. By offering personalized, easy-to-use comprehension supports across

KAMI COMPANION

Tier	from	to	2026 Indicative Public & Private school pricing	ESUCC Member
1	100	500	\$18.00	\$15.00
2	501	750	\$9.60	\$8.00
3	751	2500	\$3.90	\$3.25
4	2501	5000	\$3.00	\$2.50
5	5001	10000	\$2.40	\$2.00

Note: These 2026 Public and Private school prices are not final. If there is a material change, Notable, Inc., dba Kami will advise you in January-February 2026.

Exhibit "E" AI-Powered Educational Tools Privacy Addendum

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

All other terms and conditions of the 2022-2025 Special Buy Agreement shall remain in full force and effect.

CONTRACTOR

COOPERATIVE

Adriana Burman
VP Customer Management

Larianne Polk
Chief Executive Officer

Date Executed _____

Date Executed _____

EXHIBIT "E"

AI-Powered Educational Tools Privacy Addendum

ARTICLE I: DEFINITIONS

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

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

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

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

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

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

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

1.8 Member Data means all PII and other information that is not intentionally made generally available by the ESUCC or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.

1.9 Personally Identifiable Information means personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in FERPA, 20 U.S.C. § 1232g.

1.10 User means a participant, instructor, or administrator of the Cooperative or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II: SCOPE

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

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

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

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

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

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

3.1 Student Data Property of the Cooperative or its Members.

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

3.2 Parent, Legal Guardian and Student Access.

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

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

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

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

3.3 Subprocessors.

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

3.4 Third Party Request.

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

ARTICLE IV: DUTIES OF THE CONTRACTOR

4.1 Privacy and Security Compliance.

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

4.2 Contractor Employee Obligation.

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

4.3 No Disclosure.

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

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

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

4.4 De-Identified Data.

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

4.5 Disposition of Data.

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

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

Contractor will ensure that all Data in its possession and in the possession of any subprocessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Cooperative.

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

4.6 Advertising Limitations.

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

4.7 Data Mining

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

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Collection.

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

5.2 Data Storage.

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

5.3 Data Security.

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

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

5.4 Data Breach.

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

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

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

5.5 Adherence to Cooperative Marketplace

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

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

5.6 Duty to Notify the ESUCC Cooperative

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

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

5.7 Designation of a Data Privacy and Security Officer

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

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

5.8 Maintenance of Documentation

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

**AMENDMENT/EXTENSION TO 2022-2025 SPECIAL BUY AGREEMENT
BETWEEN ESUCC COOPERATIVE PURCHASING AND WeVideo, Inc**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and WeVideo, Inc ("Contractor") to the 2022-2025 Special Buy Agreement ("Agreement") signed by the Cooperative on December 19, 2022, and by the Contractor on December 19, 2022. The Addendum is as follows:

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

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

No Changes to Terms and Conditions Agreement.

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

No Changes to Exhibit A.

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

~~No Changes to Exhibit B:~~
WeVideo with Interactivity - \$6.50

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The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until December 31, 2028. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

CONTRACTOR

COOPERATIVE

By: _____

By: _____

Name: Ashton Robbins

Name: Larianne Polk

Title: VP Global Sales

Title: Chief Executive Officer

Date: _____

Date: _____

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2025-2028 SPECIAL BUY AGREEMENT

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

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

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

4. **Term.** This Agreement is effective on November 19, 2025 ("Effective Date") and shall continue until 12:00 midnight (CST) on November 18, 2028, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

7. **Student Privacy Protections.**
 - A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.
 - B. **Definition of Member Data.** Member Data includes all PII and other information that is not intentionally made generally available by the Cooperative, ESUCC, ESUs, or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
 - C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
 - D. **Definition of User.** User means a participant, instructor, or administrator of the Cooperative, ESUCC, or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
 - E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to,

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

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

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

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

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

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

8. Termination.

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

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

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

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

- (1) Insolvent;
- (2) Makes a general assignment for the benefit of creditors;

- (3) Files a voluntary petition of bankruptcy;
- (4) Suffers or permits the appointment of a receiver for its business or assets;
- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- (6) Has wound up or liquidated, voluntarily or otherwise.

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

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

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

9. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cooperative: ESUCC

Attn: Larianne Polk
6949 South 110th Street
LaVista, NE 68128

With copy to:

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

Contractor:

[Redacted Contractor Information]

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

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

- 26. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 27. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 28. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.
- 29. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the Cooperative.
- 30. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 31. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
- 32. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or

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

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

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

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

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

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

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

CONTRACTOR

COOPERATIVE

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

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

<<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 "E"

AI-Powered Educational Tools Privacy Addendum

ARTICLE I: DEFINITIONS

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

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

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

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

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

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

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

1.8 Member Data means all PII and other information that is not intentionally made generally available by the ESUCC or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.

1.9 Personally Identifiable Information means personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in FERPA, 20 U.S.C. § 1232g.

1.10 User means a participant, instructor, or administrator of the Cooperative or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II: SCOPE

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

The Contractor shall only share Student Data with the Cooperative and other educational institutions that have entered into a Student Data Privacy Agreement with

the Contractor that provides protections at least as stringent as those set forth in this Exhibit "E." Data cannot be shared with any additional or outside parties without prior written consent of the Cooperative or its Member, except as required by law.

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

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

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

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

3.1 Student Data Property of the Cooperative or its Members.

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

3.2 Parent, Legal Guardian and Student Access.

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

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

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

3.3 Subprocessors.

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

3.4 Third Party Request.

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

ARTICLE IV: DUTIES OF THE CONTRACTOR

4.1 Privacy and Security Compliance.

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

4.2 Contractor Employee Obligation.

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

4.3 No Disclosure.

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

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

4.4 De-Identified Data.

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

4.5 Disposition of Data.

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

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

Contractor will ensure that all Data in its possession and in the possession of any subprocessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Cooperative.

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

4.6 Advertising Limitations.

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

4.7 Data Mining

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

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Collection.

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

5.2 Data Storage.

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

5.3 Data Security.

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

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

5.4 Data Breach.

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

1. The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Contractor and as it becomes available:

- a. The name and contact information of the Contractor subject to this section,
- b. the date of the notice,
- c. the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
- d. Whether the notification was delayed because of a law enforcement investigation, if legally permissible to share that information,
- e. A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
- f. A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
- g. Identification of impacted Members and individuals.

2. Contractor agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.

3. Contractor further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and agrees to provide the Cooperative or its Members, upon reasonable written request, with a summary of said written Data Breach response plan.

5.5 Adherence to Cooperative Marketplace

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

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

5.6 Duty to Notify the ESUCC Cooperative

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

1. Be provided at least thirty (30) days prior to the implementation of any material changes;
2. Include a detailed description of the proposed changes;

3. Explain the potential impact of the changes on the privacy and security of Student Data; and
4. Provide the Cooperative with an opportunity to review and approve the changes before they are implemented.

5.7 Designation of a Data Privacy and Security Officer

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

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

5.8 Maintenance of Documentation

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



November 12, 2025

To the Council Members
Educational Service Unit Coordinating Council
Omaha, Nebraska

We have audited the financial statements of Educational Service Unit Coordinating Council (ESUCC) as of and for the year ended August 31, 2025, and have issued our report thereon dated November 12, 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our letter dated July 1, 2025, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with the cash basis of accounting described in Note 1 of the financial statements. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of ESUCC solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated November 12, 2025.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by ESUCC is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant accounting estimates were identified.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgement.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We included an additional emphasis of matter paragraph to our report to draw attention to the fact that the financial statements were prepared using the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated November 12, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with ESUCC, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as ESUCC's auditors.

This report is intended solely for the information and use of the Council Members, and management of ESUCC and is not intended to be, and should not be, used by anyone other than these specified parties.



Omaha, Nebraska

Financial Statements
August 31, 2025

**Educational Service Unit
Coordinating Council**

Educational Service Unit Coordinating Council

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Independent Auditor's Report

To the Council Members
Educational Service Unit Coordinating Council
La Vista, Nebraska

Report on the Audit of the Financial Statements

Opinions

We have audited the cash basis financial statements of the governmental activities and the major fund of Educational Service Unit Coordinating Council (ESUCC), as of and for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise ESUCC's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities and the major fund of ESUCC as of August 31, 2025, and the respective changes in cash basis financial position thereof for the year then ended in accordance with the cash basis of accounting described in Note 1.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of ESUCC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of ESUCC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about ESUCC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise ESUCC's basic financial statements. Management's Discussion and Analysis, Budgetary Comparison Schedule - Budget and Actual - General Fund, and notes to the Budgetary Comparison Schedule are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, Management's Discussion and Analysis, Budgetary Comparison Schedule - Budget and Actual - General Fund, and notes to the Budgetary Comparison Schedule are fairly stated, in all material respects, in relation to the basic financial statements taken as a whole on the basis of accounting described in Note 1.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 12, 2025, on our consideration of ESUCC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of ESUCC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering ESUCC's internal control over financial reporting and compliance.



Omaha, Nebraska
November 12, 2025

Management of the Educational Service Unit Coordinating Council (ESUCC) provides the following discussion and analysis of ESUCC's financial performance, as reflected in the financial report for the fiscal year ended August 31, 2025. Please read it in conjunction with ESUCC's basic financial statements, which follow.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to ESUCC's financial statements. The provisions of Statement No. 34 (Statement 34) of the Governmental Accounting Standards Board (GASB), *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*, established standards for external financial reporting for all State and local government entities. These standards require three components for ESUCC's basic financial statements: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements. This report also contains supplementary information (Budgetary Comparison Schedule, and Notes to the Budgetary Schedule) in addition to the basic financial statements. These components are described below:

Government-Wide Financial Statements

These statements are intended to provide a broad view of ESUCC's operations in a manner similar to the private sector, providing both a short-term and a long-term view of ESUCC's financial position. ESUCC prepares its government-wide statements on the cash basis of accounting. Under the cash basis, receipts are recognized when collected rather than when earned, and disbursements are recognized when paid rather than when incurred. Accordingly, ESUCC's government-wide financial statements are not intended to present the financial position and results of operations in conformity with accounting principles generally accepted in the United States of America (GAAP). The government-wide financial statements include two statements, the Statement of Net Position and the Statement of Activities.

The Statement of Net Position on page 10 presents all of ESUCC's assets on the cash basis, as described above.

The Statement of Activities on page 11 presents information showing how ESUCC's net position changed during the reported year. Changes reported are on the cash basis, as described above. The Statement of Activities demonstrates the degree to which the direct disbursements of a given function or segment are offset by program receipts. Direct disbursements are those that are clearly identifiable with a specific function or segment. Program receipts include: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Appropriations and other items not properly included among program receipts are reported, instead, as general receipts.

Fund Financial Statements

This is the second set of financial statements presented in the report. Under GAAP, these statements would be different from the government-wide statements in that these statements would use a different accounting approach and focus on the near-term inflows and outflows of ESUCC operations.

ESUCC has only one fund, the General Fund. GAAP classifies funds into three categories – Governmental Funds, Proprietary Funds, and Fiduciary Funds. The General Fund of an entity is classified as a Governmental Fund, as it accounts for all basic services. The Fund Financial Statements, which can be found on pages 12 and 13, provide detailed information about the ESUCC's General Fund. A fund is a method of accounting that uses a set of accounts to maintain accountability and control over specific sources of funding and spending for a particular activity or objective. GAAP requires governmental funds to use the modified accrual basis of accounting. However, ESUCC prepares its governmental fund on the cash basis of accounting.

The seven projects that make up the General Fund in addition to ESUCC Administration are: ESU Professional Development Organization (ESUPDO); Distance Education; PowerSchool Consortium; Canvas Statewide Consortium; Special Education; Instructional Materials (I-Mat), and Nebraska ESU Cooperative Purchasing Unit (Coop).

Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in all of the basic financial statements. The notes can be found beginning on page 14.

Other Information

Following the basic financial statements and the accompanying notes thereto is additional information that further explains and supports the information in such financial statements. The other information consists of the Budgetary Comparison Schedule – Budget and Actual – General Fund and notes. This information can be found beginning on page 22.

FINANCIAL AND OPERATING HIGHLIGHTS

ESUCC's net position for the fiscal year ended August 31, 2025, compared to the fiscal year ended August 31, 2024, increased by \$1,010,511. This increase is primarily due to the fact that the ESUCC had a large increase in program receipts due to grants received from the State of NE in the current year. The table on the following page provides a more detailed picture of the changes in net position.

FINANCIAL ANALYSIS OF ESUCC AS A WHOLE

Net Position

ESUCC's assets totaled \$4,043,594 at August 31, 2025, as compared to \$3,033,083 at August 31, 2024. Due to the preparation of the financial statements on a cash basis for fiscal years ended August 31, 2025 and 2024, there are no liabilities reported as of August 31, 2025 or August 31, 2024.

Unrestricted net position is all other net position that does not meet the definition of "restricted" or "invested in capital assets, net of related debt." ESUCC's unrestricted net position totaled \$4,043,594 as of August 31, 2025.

Net Position as of August 31,		
	Cash Basis 2025	Cash Basis 2024
Assets		
Cash and Cash Equivalents	\$ 4,043,594	\$ 3,033,083
Total assets	\$ 4,043,594	\$ 3,033,083
Net Position		
Unrestricted	\$ 4,043,594	\$ 3,033,083
Total net position	\$ 4,043,594	\$ 3,033,083

ESUCC's net position was \$4,043,594 and \$3,033,083 as of August 31, 2025 and 2024, respectively. ESUCC's net position may vary based on receipts and disbursements in Cooperative Purchasing as well as other ESUCC projects.

Changes in Net Position

The condensed financial information in the following table was derived from the Government-Wide Statement of Activities and reflects how ESUCC's net position changed during the year. Following the table is management's analysis of the changes in net position for the fiscal year ended August 31, 2025.

Educational Service Unit Coordinating Council

Management's Discussion and Analysis

August 31, 2025

Changes in Net Position

	Fiscal Year Ended August 31, 2025 Cash Basis	Fiscal Year Ended August 31, 2024 Cash Basis
Receipts		
Program Receipts		
Charges for Services	\$ 6,660,413	\$ 2,963,026
Operating Grants and Contributions	4,171,200	4,313,897
General Receipts		
State Appropriations	548,300	548,300
Interest and other receipts	212,720	215,813
	<u>11,592,633</u>	<u>8,041,036</u>
Disbursements		
ESU Professional Development	6,117,284	2,768,636
Distance Education Council	368,492	334,036
PowerSchool Consortium	992,025	449,918
Canvas Statewide Consortium	1,110,386	1,468,397
Special Education	685,996	1,341,164
Instructional Materials	109,572	124,980
Nebraska ESU Cooperative Purchasing	1,198,367	1,054,472
	<u>10,582,122</u>	<u>7,541,603</u>
Change in Net Position	1,010,511	499,433
Net Position - Beginning	<u>3,033,083</u>	<u>2,533,650</u>
Net Position - Ending	<u>\$ 4,043,594</u>	<u>\$ 3,033,083</u>

Receipts

The largest source of receipts for the ESUCC in the current year was charges for services. Charges for services are primarily generated by the ESUCC Admin and Professional Development Organization and the PowerSchool Consortium for services provided to ESUs and school districts and program receipts for the various projects. Charges for services for the fiscal year ended August 31, 2025, were \$6,660,413 and for the fiscal year ended August 31, 2024 were \$2,963,026.

Another large source of receipts for the ESUCC is operating grants and contributions. Operating grants and contributions are primarily for contracts with the State of Nebraska Department of Education for the Canvas Statewide Consortium, textbook loan program, and behavioral intervention training to provide the development, implementation, and administration of the ongoing statewide teacher support system.

Disbursements

The largest purpose of disbursements for the ESUCC was for goods and services disbursed by the ESU Professional Development Organization (ESUPDO), which provides training for ESU employees statewide. Disbursements for these services for the fiscal year ended August 31, 2025 were \$6,117,284, and for the fiscal year ended August 31, 2024 were \$2,768,636. This increase is primarily due to \$4,110,681 of contracted services for the new behavioral intervention training, literacy coach, and textbook loan programs to provide the development, implementation, and administration of the ongoing statewide teacher support system.

The second largest purpose of disbursements for the ESUCC was for the Nebraska ESU Cooperative Purchasing, which were then provided to ESUs and school districts. Disbursements for these services for the fiscal year ended August 31, 2025 were \$1,198,367 and for the fiscal year ended August 31, 2024 were \$1,054,472. These disbursements can and do fluctuate based on purchases made by school districts and ESUs.

The remaining disbursements for the ESUCC relate primarily to the various other programs managed by the ESUCC. Disbursements for various other programs for the fiscal year ended August 31, 2025 were \$3,266,471, and for the fiscal year ended August 31, 2024 were \$3,718,495.

ANALYSIS OF ESUCC’S GENERAL FUND VARIATIONS

The table below provides a comparison of budgeted receipts and disbursements to actual receipts and disbursements.

	<u>Budget</u>	<u>Actual</u>	<u>Positive (Negative) Variance</u>
Beginning Balance	\$ 3,021,677	\$ 3,033,083	\$ 11,406
Total Receipts	19,211,225	11,592,633	(7,618,592)
Total Disbursements	<u>19,211,225</u>	<u>10,582,122</u>	<u>(8,629,103)</u>
Net Change	<u>-</u>	<u>1,010,511</u>	<u>1,010,511</u>
Ending Balance	<u>\$ 3,021,677</u>	<u>\$ 4,043,594</u>	<u>\$ 1,021,917</u>

The largest variance between budgeted and actual receipts was State Grants, which were budgeted to be \$14,876,811 but actually only amounted to \$4,171,200.

The largest variances between budgeted and actual disbursements were due to State Grants, which had budgeted \$14,336,810 in disbursements but only incurred actual costs of \$429,929.

FACTORS THAT WILL AFFECT THE FUTURE

The ESUCC relies on robust sales to help fund its overall operations. To increase sales, a large number of bidders of products and services is required to facilitate low prices. Supply chain issues coupled with the aforementioned inflation have had an impact the number of businesses that have placed bids for products and services that benefit Nebraska schools and ESUs. It is nearly impossible to prognosticate the impact these ongoing issues will have.

Finally, the ESUs look to expand their statewide projects and outreach to include cybersecurity, behavioral intervention training, literacy support, and distance education opportunities.

CONTACTING ESUCC'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens and taxpayers a general overview of the ESUCC's finances and to demonstrate the ESUCC's accountability for the money with which it is entrusted. If you have questions about this report or need additional financial information, contact Larianne Polk, Chief Executive Officer (CEO), Educational Service Unit Coordinating Council, 6949 South 110th Street, LaVista, Nebraska, 68128. The telephone number is (402) 597-4843, and the email address is lpolk@esucc.org.

Educational Service Unit Coordinating Council

Statement of Net Position – Cash Basis

August 31, 2025

	<u>Governmental Activities</u>
Assets	
Cash and cash equivalents	<u>\$ 4,043,594</u>
Total assets	<u><u>\$ 4,043,594</u></u>
Net Position	
Unrestricted	<u>\$ 4,043,594</u>
Total net position	<u><u>\$ 4,043,594</u></u>

Educational Service Unit Coordinating Council

Statement of Activities – Cash Basis

Year Ended August 31, 2025

Functions/Programs	Disbursements	Program Receipts		Net (Disbursements) Receipts and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	
Governmental Activities				
ESU professional development	\$ 6,117,284	\$ 2,137,256	\$ 3,609,455	\$ (370,573)
Distance education council	368,492	6,867	-	(361,625)
PowerSchool consortium	992,025	1,895,301	-	903,276
Canvas statewide consortium	1,110,386	565,881	561,745	17,240
Special education projects	685,996	556,138	-	(129,858)
Instructional materials				
General administration	109,572	99,900	-	(9,672)
Nebraska ESU cooperative purchasing				
General administration	441,098	1,399,070	-	957,972
Coop program purchases	757,269	-	-	(757,269)
Total governmental activities	\$ 10,582,122	\$ 6,660,413	\$ 4,171,200	249,491
General Receipts				
State appropriations				548,300
Interest and other receipts				212,720
Total general receipts				761,020
Change in Net Position				1,010,511
Net Position, Beginning of Year				3,033,083
Net Position, End of Year				\$ 4,043,594

Educational Service Unit Coordinating Council
Statement of Assets and Fund Balance – Cash Basis – Governmental Fund
August 31, 2025

	<u>General Fund</u>
Assets	
Cash and cash equivalents	<u>\$ 4,043,594</u>
Total assets	<u><u>\$ 4,043,594</u></u>
Fund Balance	
Unassigned	<u>\$ 4,043,594</u>
Total fund balance	<u><u>\$ 4,043,594</u></u>

Educational Service Unit Coordinating Council

Statement of Receipts, Disbursements, and Changes in Fund Balance – Cash Basis – Governmental Fund Year Ended August 31, 2025

	General Fund
Receipts	
Local	\$ 6,660,413
State - appropriations	548,300
State - grants	4,171,200
Interest and other receipts	212,720
	11,592,633
Disbursements	
GEER program purchases	429,929
Purchased services	7,012,305
Coop program purchases	757,269
General administration	1,191,905
Computer software and other equipment	936,911
Innovation grant	61,825
Travel	89,536
Network operations committee	39,502
Capital outlay	30,811
Professional development	18,674
ESU special populations directors	1,832
Supplies	11,623
	10,582,122
Excess of Receipts over Disbursements	1,010,511
Fund Balance, Beginning of Year	3,033,083
Fund Balance, End of Year	\$ 4,043,594

Note 1 - Reporting Entity and Significant Accounting Policies

The following describes the reporting entity and the summary of the significant accounting policies of Educational Service Unit Coordinating Council (ESUCC).

Organization

ESUCC was created to coordinate statewide activities of Nebraska's 17 Educational Service Units (ESUs). The governing body for ESUCC consists of an Administrator representative from each of the 17 ESUs and an Executive Director/CEO. ESUCC was created by Legislative Bill (LB) 603 (2007) and officially came into existence, according to statute, on July 1, 2008. Neb. Rev. Stat. § 79-1246(1) (Reissue 2014) outlines ESUCC's general responsibilities and duties as follows:

ESUCC shall work toward statewide coordination to provide the most cost-effective services for the students, teachers, and school districts in each educational service unit. ESUCC's duties include, but are not limited to:

- Preparation of strategic plans to assure the cost-efficient and equitable delivery of services across the state.
- Administration of statewide initiatives and provision of statewide services; and
- Coordination of distance education.

Prior to the creation of ESUCC by the Nebraska Legislature, the 17 ESUs worked in partnership to provide statewide activities. Based on the above statutory authority, ESUCC decided that all statewide activities offered in partnership by the ESUs would be placed under the umbrella of ESUCC. ESUCC contracts with Educational Service Unit No. 17 (ESU 17) to provide all staff for ESUCC. This is accomplished annually by ESU 17 developing employment contracts with all ESUCC project employees, including the CEO of ESUCC. Thus, all ESUCC project employees and the ESUCC CEO are ESU 17 employees. Through an interlocal agreement, ESUCC reimburses ESU 17 for all salaries and benefits for these employees.

The following is a brief description of each statewide project budgeted for and administered by ESUCC:

- ESU Professional Development Organization (ESUPDO): The ESUPDO serves as a collaborative effort to provide training for ESU employees statewide. Professional development is among the core services identified by State statute for ESUs.
- Distance Education: Distance Education originated with the Distance Education Council, which was formed by legislation in 2006 and has since evolved into a program under ESUCC. Neb. Rev. Stat. § 79-1248 (Reissue 2014) includes, among the powers and duties of ESUCC, various responsibilities pertaining to the operation of the State's distance education network.
- PowerSchool Consortium: The purpose of the PowerSchool Consortium is to provide consistent quality service to many schools throughout Nebraska.
- Canvas Statewide Consortium: The purpose of the Canvas Statewide Consortium is to provide a consistent learning management system to many schools throughout Nebraska.

- Special Education (SPED) Projects: The purpose of the SPED Projects is for participating parties to pool their resources in connection with the special education services and for the training of special education teachers and other staff members employed by educational institutions within the State of Nebraska.
- Instructional Materials (I-Mat): I-Mat is a statewide project that purchases rights to media materials and makes them available through local ESUs in a variety of formats.
- Nebraska ESU Cooperative Purchasing (Coop): Coop provides cooperating purchasing services to Educational Service Unit Member schools throughout the State of Nebraska.

Reporting Entity

ESUCC is a governmental entity established under and governed by the laws of the State of Nebraska. In evaluating how to define ESUCC for financial reporting purposes, all potential component units have been considered. The basic – but not the only – criterion for including a potential component unit within the reporting entity is the governing body’s ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, and the ability to influence significant operations and accountability for fiscal matters.

Based upon the above criteria, the accompanying financial statements include all funds for which ESUCC has oversight responsibility. ESUCC does not have any component units and has only one fund – the General Fund. ESUCC is not considered a component unit of any other governmental entity.

Basis of Accounting

ESUCC prepares its financial statements on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America (GAAP) as established by the Governmental Accounting Standards Board. This basis of accounting involves the reporting of only cash and cash equivalents and the changes therein resulting from cash inflows (cash receipts) and cash outflows (cash disbursements) reported in the period in which they occurred. This cash basis of accounting differs from GAAP primarily because revenues (cash receipts) are recognized when received in cash rather than when earned and susceptible to accrual, and expenditures (cash disbursements) are recognized when paid rather than when incurred or subject to accrual. As a result, only cash and cash equivalents and related net position or fund balances arising from cash transactions are reported in the statement of net position – cash basis. All other economic assets, deferred outflows of resources, liabilities, and deferred inflows of resources that would be reported in GAAP basis financial statements are not reported in this cash basis presentation.

Basis of Presentation

ESUCC's basic financial statements include both government-wide (reporting ESUCC as a whole) and fund financial statements (reporting ESUCC's major funds).

Government-Wide Financial Statements

The government-wide financial statements categorize activities as governmental or business-type and exclude any fiduciary activities. Governmental activities, which normally are supported by tax and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for services. ESUCC does not report any business-type or fiduciary activities.

The statement of net position – cash basis presents ESUCC's cash and cash equivalents and net position. Net position is reported in the following categories:

Restricted – Net position is reported as restricted when constraints placed on net position use are either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or are imposed by law through constitutional provisions or enabling legislation. ESUCC had no restricted net position at August 31, 2025.

Unrestricted – Net position reported as unrestricted does not meet the definition of restricted net position.

ESUCC first applies restricted resources when an expense incurred for purposes for which both restricted and unrestricted resources are available.

The statement of activities – cash basis demonstrates the degree to which the direct disbursements of a given function or segment are offset by program receipts. Direct disbursements are those that are clearly identifiable with a specific function or segment. Program receipts include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included as program revenue are reported instead as general receipts.

Fund Financial Statements

The accounts of ESUCC are organized on the basis of funds. ESUCC's fund financial statements consists of one fund, the General Fund, described as follows:

General Fund - The General Fund represents the operating fund of ESUCC. It is used to account for all financial resources.

Cash and Cash Equivalents

ESUCC's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Fund Balance

Fund balance of ESUCC is classified in the governmental fund financial statements as follows:

Nonspendable fund balance consists of amounts that cannot be spent because they are either (a) not in a spendable form or (b) legally or contractually required to be kept intact.

Restricted fund balance consists of amounts that are restricted for specific purposes. These restrictions are either imposed by 1) externally imposed by creditors, grantors contributors, or laws or regulations of other governments or 2) imposed through constitutional provisions or enabling legislation.

Committed fund balance consists of amounts that can only be used for specific purposes pursuant to constraints imposed by formal actions of the Coordinating Council, ESUCC's highest level of decision-making authority. These amounts cannot be used for any other purpose unless the Coordinating Council removes or changes the specific use by taking the same type of action it used to commit those amounts.

Assigned fund balance consists of amounts that are constrained by ESUCC intended to be used for specific purposes but are neither restricted nor committed.

Unassigned fund balance is the residual classification for the general fund. The general fund is the only fund to report a positive unassigned fund balance.

Fund balance of ESUCC is classified in the governmental fund financial statements as unassigned fund balance, the residual classification of fund balance for the general fund, as ESUCC has no fund balance that is restricted, committed, or assigned for a specific purpose.

Budget Process

Prior to September 20, the Council Members of ESUCC prepare and legally adopt an operating budget prepared on the cash receipts and disbursements basis for the fiscal year commencing September 1. Once approved by the Council Members, total expenditures cannot legally exceed total appropriations at the fund level without holding a public budget hearing and obtaining approval from the Council.

Capital Assets

Capital assets are recognized as disbursements at the time of purchase by ESUCC and are not capitalized in the government-wide or fund financial statements.

Risk Management

ESUCC is exposed to various risks of loss related to torts; theft; damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. ESUCC carries commercial insurance for risks of loss including workers' compensation. ESUCC assumes liability for any deductibles and claims in excess of coverage limitations. Significant coverage includes:

	Maximum Coverage
General Liability	\$ 2,000,000
Umbrella Liability Coverage	1,000,000
Electronic Data Processing/Cyber Security	1,000,000
Worker's Compensation Insurance	500,000
Transportation Coverage	300,000
Automobile Liability	50,000

No insurance claims resulting from these risks were filed during the fiscal year by ESUCC. Settled claims resulting from these risks have not exceeded the above coverage in the past three years.

Subsequent Events

ESUCC has evaluated subsequent events through November 12, 2025, the date which the financial statements were available to be issued.

Note 2 - Deposits and Investments

Nebraska Revised Statute §79-1043 provides that ESUCC may, by and with the consent of the Council, invest the funds of ESUCC in securities, including repurchase agreements, the nature of which individuals of prudence, discretion and intelligence acquire or retain in dealing with the property of another.

ESUCC's bank accounts are held at Union Bank and Trust Company (UBT). Total bank deposits of ESUCC amount to \$5,175,369, of which \$5,093,766 are invested in the Nebraska Federal Investment Trust (NFIT), a program that utilizes UBT's Short Term Federal Investment Trust (STFIT). STFIT deposits and investments include a mix of US government and agency securities; student loans, student loan asset-backed securities, and student loan participations; and FDIC insured certificates of deposit and other investments approved for purchase by the Nebraska Investment Council. These investments are valued at cost, which approximates fair value, and are included as cash equivalents due to the short-term nature of the investments. The accounts are not FDIC insured but are held in trust and backed by full faith and credit of the U.S. Government and U.S. Government sponsored agencies.

Note 3 - Contracted Employees

ESUCC contracts with ESU 17 through an interlocal agreement to provide staffing for ESUCC. Thus, all ESUCC project employees and the ESUCC CEO are ESU 17 employees. Through the interlocal agreement, ESUCC agrees to reimburse ESU 17 for all salaries and benefits for these employees. To better reflect the nature of these disbursements, salaries and benefits in the amount of \$2,828,180 are classified as purchased services for contracted employees on the statement of receipts, disbursements, and changes in fund balance – cash basis.

Note 4 - Nebraska School Employees Retirement System

Benefits provided by ESUCC under the interlocal agreement with ESU 17 includes retirement benefits, as ESU 17 employees are eligible to be members of the Nebraska School Employees Retirement System. Thus, ESU 17 contributes to the NPERS on behalf of ESUCC from retirement contributions collected from ESUCC.

Plan Description

The Nebraska School Employees Retirement System is a cost – sharing multiple – employer defined benefit pension plan (Plan) administered by the Nebraska Public Employees Retirement System (NPERS). NPERS provides retirement and disability benefits to plan members and beneficiaries. The School Employees Retirement Act establishes benefit provisions.

In 1945, the Nebraska Legislature enacted the law establishing a retirement plan for school employees of the State. During the NPERS fiscal year ended June 30, 2024, there were 263 participating school districts. These were the districts that had contributions during the fiscal year. All regular public school and educational service unit employees in Nebraska, other than those who have their own retirement plans (Class V school districts, Nebraska State Colleges, University of Nebraska, Community Colleges), are members of the Plan.

Normal retirement is at age 65. For an employee who became a member before July 1, 2013, the monthly benefit is equal to the greater of: 1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to \$3.50 per year of service; or 2) the monthly average of the three 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of 2.0%, and an actuarial factor based on age.

For an employee who became a member on or after July 1, 2013, the monthly benefit is equal to the greater of the following: 1) the sum of a savings annuity, which is the actuarial equivalent of the member's accumulated contributions and a service annuity equal to \$3.50 per year of service; or 2) the average of the five 12-month periods of service as a school employee in which such compensation was the greatest, multiplied by total years of creditable service, multiplied by a formula factor of 2%, and an actuarial factor based on age.

Employees' benefits are vested after five years of plan participation or when termination occurs at age 65 or later. Vested members are eligible to receive an unreduced retirement benefit at age 65.

A member’s age will determine eligibility to begin receiving a monthly benefit and if those benefits are reduced or unreduced. Benefit calculations vary with early retirement. At ages 55 to 64, members who are in tiers one, two, or three may qualify to receive unreduced benefits under the “Rule of 85” if the member’s attained age plus creditable service equals 85 or greater. At ages 60 to 64, members may qualify to receive unreduced benefits under the tier four “Rule of 85” if the member’s attained age plus creditable service equals 85 or greater.

For school district and educational service unit employees who became members prior to July 1, 2013, the benefit paid to a retired member or beneficiary receives an annual cost of living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or 2.5%. The current benefit paid to a retired member or beneficiary is adjusted so that the purchasing power of the benefit being paid is not less than 75% of the purchasing power of the initial benefit.

For school district and educational service unit employees who became members on or after July 1, 2013, the benefit paid to a retired member or beneficiary receives an annual cost-of-living adjustment, which is increased by the lesser of the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers or 1%. There is no purchasing power floor for employees who fall under this tier.

Contributions

The State’s contribution is based on an annual actuarial valuation. In addition, the State contributes an amount equal to 2% of the compensation of all members. This contribution is considered a nonemployer contribution since school district and educational service unit employees are not employees of the State. The employee contribution was equal to 9.78%. The employer contribution is 101% of the employee contribution. For the fiscal year ended August 31, 2025, ESUCC’s retirement contributions amounted to \$232,408. The retirement contributions are paid to ESU 17 under the interlocal agreement (Note 3) and are not paid directly to NPERS.

Note 5 - Unemployment Compensation Insurance

ESUCC has adopted the reimbursable option of the State of Nebraska’s Unemployment Compensation Insurance Program. Under this option, a claimant would receive unemployment compensation from the State. ESUCC is liable to reimburse the State the actual amount of the claim(s).

Note 6 - Lease Commitments

ESUCC leases office facilities under operating leases. Rental expenditures relating to these leases for the year ended August 31, 2025, amounted to \$32,650. The future minimum annual lease payments are as follows:

<u>Year Ending August 31</u>	
2026	\$ 31,879
2027	771

Note 7 - Accounts Receivable

At August 31, 2025, ESUCC had \$1,283,508 in accounts receivable for services performed under various agreements. In accordance with the cash basis of accounting, these receivables are not recognized in the financial statements. They are recognized as receipts when funds are received.

Note 8 - Related Parties

The governing body for ESUCC consists of the Administrator from each of the 17 ESUs across the State of Nebraska. ESUCC coordinates statewide activities and provides services for the 17 ESUs through service agreements. In turn, ESUCC collects fees from each of the ESUs for services provided.

Supplementary Information

August 31, 2025

Educational Service Unit Coordinating Council

Educational Service Unit Coordinating Council
 Budgetary Comparison Schedule – Budget and Actual – General Fund
 Year Ended August 31, 2025

	Budgeted Original and Final	Actual	Variance Positive (Negative)
Fund Balance, Beginning of Year	\$ 3,021,677	\$ 3,033,083	\$ 11,406
Receipts			
Local	3,786,114	6,660,413	2,874,299
State - appropriations	548,300	548,300	-
State - grants	14,876,811	4,171,200	(10,705,611)
Interest and other receipts	-	212,720	212,720
Total receipts	<u>19,211,225</u>	<u>11,592,633</u>	<u>(7,618,592)</u>
Disbursements			
State grants	14,336,810	429,929	13,906,881
Purchased services	2,594,158	7,012,305	(4,418,147)
Coop program purchases	785,000	757,269	27,731
General administration	451,911	1,191,905	(739,994)
I-Mat program purchases	134,700	-	134,700
Computer software and other equipment	122,785	936,911	(814,126)
Innovation grant	540,000	61,825	478,175
Travel	124,186	89,536	34,650
Network operations committee	64,050	39,502	24,548
Capital outlay	-	30,811	(30,811)
Professional development	30,925	18,674	12,251
ESU special populations directors	1,000	1,832	(832)
Supplies	6,450	11,623	(5,173)
Teaching and learning with technology	19,250	-	19,250
Total disbursements	<u>19,211,225</u>	<u>10,582,122</u>	<u>8,629,103</u>
Excess of Receipts over Disbursements	<u>-</u>	<u>1,010,511</u>	<u>1,010,511</u>
Fund Balance, End of Year	<u>\$ 3,021,677</u>	<u>\$ 4,043,594</u>	<u>\$ 1,021,917</u>

Basis of Budgeting – ESUCC prepares its budget on the cash basis, which is consistent with the financial statement presentation.

Budget Process and Property Taxes – ESUCC follows these procedures in establishing the budgetary data reflected in the accompanying schedule:

- Public hearings are conducted at public meetings to obtain taxpayer comments.
- Prior to September 20, the budget is legally adopted by the Council through passage of a resolution. Total disbursements may not legally exceed total appropriations. Appropriations lapse at year end, and any revisions thereto require Council approval.



Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Council Members
Educational Service Unit Coordinating Council
La Vista, Nebraska

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the cash basis financial statements of the governmental activities and major fund of the Educational Service Unit Coordinating Council (ESUCC), as of and for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise ESUCC's basic financial statements, and have issued our report thereon dated November 12, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered ESUCC's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of ESUCC's internal control. Accordingly, we do not express an opinion on the effectiveness of ESUCC's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified a certain deficiency in internal control described in the accompanying schedule of findings and responses as item 2025-001 that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether ESUCC's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

ESUCC's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on ESUCC's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. ESUCC's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the ESUCC's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering ESUCC's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Omaha, Nebraska
November 12, 2025

Section I – Summary of the Independent Auditor’s Results

- a. An unmodified opinion was issued on the financial statements prepared in accordance with the cash basis of accounting.
- b. The audit disclosed a significant deficiency in internal control over financial reporting.
- c. The audit did not disclose any non-compliance which is material to the financial statements.

Section II – Findings Related to the Financial Statements

**2025-001 Significant Deficiency
Preparation of Financial Statements**

Criteria: A properly designed system of internal control over financial reporting includes the preparation of an entity’s financial statements and accompanying notes to the financial statements by internal personnel of the entity. Management is responsible for establishing and maintaining internal control over financial reporting and procedures related to the fair presentation of the financial statements in accordance with cash basis of accounting.

Condition: ESUCC does not have an internal control system designed to provide for the preparation of the financial statements being audited which includes the accompanying notes to the financial statements as required by cash basis of accounting. In conjunction with completion of our audit, we were requested to draft the financial statements and accompanying notes to the financial statements.

Cause: This deficiency is partially due to the limited resources in the financial reporting process. The outsourcing of these services is not unusual in an organization of ESUCC’s size. We realize that obtaining the expertise necessary to prepare the financial statements, including all necessary disclosures, in accordance with cash basis of accounting can be considered costly and ineffective.

Effect: The effect of this condition is that the year-end financial reporting is prepared by a party outside of ESUCC. The outside party does not have the constant contact with ongoing financial transactions that internal staff have. This control deficiency could result in misstatements to the financial statements as well as required information being omitted from the financial statements.

Recommendation: It is the responsibility of ESUCC management and those charged with governance to make the decision whether to accept the degree of risk associated with this condition because of cost or other considerations. We recommend that management continue reviewing operating procedures in order to obtain the maximum internal control over financial reporting possible under the circumstances to enable staff to draft the financial statements internally.

Views of Responsible Officials: Management agrees with the finding. However, management feels that committing the resources necessary to remain current on accounting and financial reporting requirements and corresponding footnote disclosures would lack benefit in relation to the cost but will continue to evaluate on a regular basis.



**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

2025 AUDIT PRESENTATION

November 20, 2025



AGENDA

- **Introduction**
- **Discuss deliverables**
 - Required communications with those charged with governance
 - Audited financial statements
- **Final deliverables due to Auditor of State**
 - ESU deliverables due annually on January 31
- **Questions and Comments**

AU-C 260 – REQUIRED COMMUNICATION

Auditor's responsibility under professional standards

- Plan and perform the audit to obtain reasonable assurance that the financial statements are free of material misstatements
- Express an opinion about whether the financial statements that have been prepared by management with the oversight of those charged with governance are presented fairly, in all material respects, in accordance with the cash basis of accounting.

AU-C 260 – REQUIRED COMMUNICATION OF SIGNIFICANT MATTERS

- **Significant Accounting Practices**
 - Significant accounting policies
 - Cash basis of accounting, not GAAP
 - Accounting estimates
 - Financial statement disclosures
- **No Adjustments or Passed Adjustments**
- **No difficulties or management influence over audit process**
- **Certain written communications between management and our firm**
 - Management representation letter

AUDITED FINANCIAL STATEMENTS

- **Audit Reports**
 - Audit conducted in accordance with
 - GAAS
 - *Government Auditing Standards*
 - **Independent auditor's report** – clean / unmodified opinion
 - Emphasis of matter on basis of accounting – cash basis
 - ***Government Auditing Standards***
 - Significant deficiency in internal control over financial reporting
 - Financial statement preparation
- **Supplementary Information**
 - **Management Discussion and Analysis**
 - Intro to financial statements
 - Required by GASB
 - **Budgetary Comparison Schedule**
 - Actual expenses did not exceed budgeted amounts

STATEMENTS OF NET POSITION

	<u>2025</u>	<u>2024</u>
Assets		
Cash and Cash Equivalents	<u>\$ 4,043,594</u>	<u>\$ 3,033,083</u>
Total assets	<u><u>\$ 4,043,594</u></u>	<u><u>\$ 3,033,083</u></u>
Net Position		
Unrestricted	<u>\$ 4,043,594</u>	<u>\$ 3,033,083</u>
Total net position	<u><u>\$ 4,043,594</u></u>	<u><u>\$ 3,033,083</u></u>

CHANGES IN NET POSITION



	Fiscal Year Ended August 31, 2025 Cash Basis	Fiscal Year Ended August 31, 2024 Cash Basis
Receipts		
Program Receipts		
Charges for Services	\$ 6,660,413	\$ 2,963,026
Operating Grants and Contributions	4,171,200	4,313,897
General Receipts		
State Appropriations	548,300	548,300
Interest and other receipts	212,720	215,813
Total receipts	<u>11,592,633</u>	<u>8,041,036</u>
Disbursements		
ESU Professional Development	6,117,284	2,768,636
Distance Education Council	368,492	334,036
PowerSchool Consortium	992,025	449,918
Canvas Statewide Consortium	1,110,386	1,468,397
Special Education	685,996	1,341,164
Instructional Materials	109,572	124,980
Nebraska ESU Cooperative Purchasing	1,198,367	1,054,472
Total Disbursements	<u>10,582,122</u>	<u>7,541,603</u>
Change in Net Position	1,010,511	499,433
Net Position - Beginning	<u>3,033,083</u>	<u>2,533,650</u>
Net Position - Ending	<u><u>\$ 4,043,594</u></u>	<u><u>\$ 3,033,083</u></u>

NOTES TO FINANCIAL STATEMENTS



- **Note 1 – Accounting Policies**

- Reporting Entity
- Basis of Accounting and Presentation
 - Government wide and fund financial statements
 - Cash basis of accounting
 - No restricted net position

- **Note 2 – Deposits and Investments**

5.1M invested in Nebraska Federal Investment Trust

- **Note 7 – Receivables**

1,283,508 in receivables for services performed

Q&A

Data portrayed in the preceding presentation was derived from ESUCC's financial statements. The data should be read in conjunction with the ESUCC's financial statements and the auditor's report thereon.



PRESENTED BY



DARREN R. OSTEN, CPA, PARTNER
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PROJECT PROFILE CALENDAR - 2025

ESUCC Board Meeting: Position Profile
Agenda Item

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

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

PROJECT PROFILE CALENDAR - 2026

ESUCC Board Meeting: Position Profile
Agenda Item

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

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

PROJECT PROFILES

ESUCC Board Meeting: Position Profile
Agenda Item

PROJECT ROTATION

Cybersecurity

PowerSchool

SRS and Project Para

Non-Public Textbook Loan

Coop

DL

BITS

CANVAS

PDO

Nebraska Petition Campaigns, 2025-26

By Dr. Mike Dulaney
NCSA Executive Director
October 17, 2025

Two petition campaigns have been launched in recent months and both movements will require our close attention. The first is the **EPIC Option 2.0** movement, which includes one initiative petition to amend the Nebraska Constitution. The second is the **Advocates For All Nebraskans (AFAN)** movement, which includes one initiative petition to amend the Constitution, and two initiative petitions to propose new law or amend existing law.

Basic Refresher on Nebraska Initiative and Referendum Process

An initiative petition has two distinct purposes. One is to add or change a state law. The second is to amend the state constitution. A referendum petition, by comparison, is used to repeal a law that the Legislature has recently passed.

Signature requirements:

- For an initiative petition to propose a law, valid signatures equaling 7% of the registered voters in the state are needed (about 88,100);
- For an initiative to propose a constitutional amendment, valid signatures equaling 10% of the registered voters are needed (about 126,000);
- For a referendum to repeal an act passed by the Legislature, valid signatures equaling 5% of the registered voters are needed (about 63,000);
- For a referendum that suspends a law from taking effect, valid signatures equaling 10% of the registered voters are needed (about 126,000); and
- Signatures must be collected from 5% of the registered voters in 38 of the 93 Nebraska counties (this requirement applies to both initiative and referendum efforts)

EPIC Option 2.0

The 2023 EPIC petition movement in Nebraska ended without successfully garnering sufficient signatures and failing to meet other petition requirements. The 2023 Eliminate Property, Income/Inheritance, Corporate taxes (EPIC) petition movement was actually two separate constitutional amendments. The first would prohibit the collection and use of property taxes, individual income taxes, inheritance taxes, and corporate income taxes. The second would have permitted the collection and use of a consumption tax (i.e., a percentage tax rate) or an excise tax (i.e., flat per-unit taxes).

The EPIC Option 2.0 movement, by comparison, proposes only one constitutional amendment, which would prohibit any state or local governmental entity to collect and use property taxes, income taxes (individual and corporate) and inheritance taxes beginning January 1, 2028.

The measure provides no guidance on replacement revenue sources. However, the intent would be for the Legislature to impose a consumption tax. In 2023, OpenSky Policy Institute estimated a consumption tax rate of about 21% to even come close to providing necessary funds for local and state government.

A consumption tax is a tax on the purchase of goods and services or a system taxing people on how much they consume rather than how much they earn.

Advocates For All Nebraskans (AFAN)

The AFAN petition movement consists of three separate initiative measures – one constitutional in nature and two statutory in nature.

Constitutional Initiative

This initiative would amend Article VIII, Section 14 of the Nebraska Constitution to impose a 3% cap on annual property valuation assessments.

Beginning January 1, 2027, real property would be divided into two separate classes for property taxation. The two classes would be:

- (a) Agricultural land; and
- (b) Nonagricultural land.

The property taxes levied on any parcel of real property may not increase, from one year to the next, by more than the “allowable growth percentage” except in those cases when the property valuation is adjusted as noted below. *

“Allowable growth percentage” is defined as the greater of 0% or the lesser of:

- (a) 3%; or
- (b) The annual percentage change in Nebraska's total state general fund receipts for the period ending on December 31st of the preceding year.

* Property valuation means the assessed value of the real property for 2025, except that a property's value must be adjusted (i) when purchased, (ii) when newly constructed, or (iii) when a change of ownership has occurred after the 2025 assessment.

Statutory Initiatives

1. *Property Value*: The first statutory initiative would amend existing law (§ 77-201) so that ag land and special valuation land, currently valued at 75% of actual value, would be valued at 37.5% beginning January 1, 2027. For school district taxes levied to pay the principal and interest on bonds that are approved by a vote of the people on or after January 1, 2027, such ag land would be valued at 25%, rather the current 50% of its actual value.

This statute would be amended further to provide that all other real property would be valued at 50% of actual value (commercial, residential).

The second statutory initiative was introduced a few months after the original AFAN proposal was unveiled.

2. *Base Salary for Teachers Initiative:* The object of this petition measure is to (i) establish a minimum base salary for certificated public school teachers, (ii) to provide for adjustments; and (iii) to require the establishment of a public education funding system.

Section 1: Teacher Salaries

- (1) Commencing with the 2027-28 school year, the annual minimum base salary for any certificated teacher employed on a full-time basis by a public school district in Nebraska would be \$50,000.
- (2) This minimum base salary would apply to all certificated teachers, regardless of years of experience or educational attainment. A school district may pay a teacher more than the minimum base salary, and are permitted to establish salary schedules that include rewards for experience, advanced education, or performance above this minimum. The additional compensation required by such salary schedules would be funded by the public school district from sources other than the block grant funding established in Section 2.
- (3) Beginning with the 2029-30 school year, and biennially thereafter, the minimum base salary established above would be adjusted by the percentage change in Nebraska's total state General Fund receipts for the two-year period ending on December 31 of the preceding year, with a minimum adjustment of 0%. The base salary may not be reduced below the previous year's base salary. The adjusted minimum base salary would be rounded to the nearest \$100. NDE must annually publish the adjusted minimum base salary by March 1.

Section 2: Block Grant Funding

- (1) The Legislature is required to establish a public education funding system based on block grant funding. The newly established funding system must provide each public school district with a quarterly block grant beginning July 1, 2027. The amount of each district's quarterly block grant would be determined by a formula established by the Legislature based on factors including student enrollment and the minimum base salary for certificated teachers established in Section 1.
- (2) The State Board of Education is required to adopt and promulgate rules and regulations necessary to implement and enforce the new law, including procedures for monitoring district compliance and reporting on teacher salaries and student enrollment.

Section 3: Severability Clause

If any provision of the act or the application thereof to any person or circumstance is held invalid, the invalidity would not affect other provisions or applications of the act that can be given effect without the invalid provision or application, and to this end the provisions of the act are severable.

1007. Committees

Committees shall, on their own, have no authority to bind the ESUCC Board or any Board Member, unless specifically authorized by the Board.

All matters, except those of routine or emergency nature, should be referred to the appropriate Committee for consideration before any action by the Board.

The Board will rely upon regular committees (“Standing Committees”) to fulfill designated functions and responsibilities for the benefit of the Board. In addition, the Board may appoint temporary, special, or ad hoc committees. The President has the authority to appoint members to a temporary, special, or ad hoc committee. The ESUCC Board may also create a temporary, special, or ad hoc committee and appoint Members to said committee at a Board Meeting.

Summaries of, and recommendations from, all Committee Meetings will usually be reported to the Board for the benefit of Board Members.

Date of Adoption:	November 20, 2024
Date(s) of Review:	July 23, 2025

CEO Report to Board November 2025

Nov 18, 2025 Committees

Nov 19, 2025 Board

New Business		
<input checked="" type="checkbox"/>	<div style="background-color: #E0E0FF; border-radius: 5px; padding: 2px; display: inline-block;">Executive ▾</div>	<div style="display: flex;"> <div style="flex: 1; border-right: 1px solid black; padding-right: 5px;"> <p>ESA Models & Advocacy Strategies: State-by-State Summary</p> </div> <div style="flex: 2; padding-left: 5px;"> <p>Foundation and Business Partners</p> <ul style="list-style-type: none"> - Would like to create a foundation for business partnership dollars. - Establish a mechanism to receive and manage private sector contributions. - Spoke with Craig Peterson the morning of Nov 5th about vendor business partnerships. <p>Massachusetts - Very Small: 1 Staff (Part Time)</p> <ul style="list-style-type: none"> ● ESAs emphasize regional consistency in service delivery. ● Monitor and support services to ensure alignment with state expectations. ● Professional development is framed around state instructional frameworks. <p>Ohio - Very Small: 1 Staff</p> <ul style="list-style-type: none"> ● Created a legislator-friendly video to explain the ESC role. ● ESCs use vendor market analysis to highlight district savings and ROI. ● Advocacy efforts frame ESCs as trusted legislative partners. ● Business Partners <p>Michigan - Very Large: 100+ Staff</p> <ul style="list-style-type: none"> ● Created an impact report for senators on reading coaches. <ul style="list-style-type: none"> ○ Report outlines reach, outcomes, and ROI or ESA-coordinated literacy efforts. ○ Aligned closely with state education department priorities and language. ● Developed a 'data lake' to consolidated state-level data sources for deeper insights. ● Business Partners <p>Minnesota - Very Small: 1 Staff</p> <ul style="list-style-type: none"> ● Operates under a Joint Powers Agreement for coordination across ESAs. ● Allows shared fiscal and policy decisions among partners. </div> </div>

			<ul style="list-style-type: none"> • Uses a statewide tool called Compass to display school data transparently. • Invites members of the State Board of Education to ESA events like Legislative Day. • Presents a model of cross-agency collaboration and public transparency. • Business Partners <p>Colorado - Small: 2 Staff</p> <ul style="list-style-type: none"> • ESAs administer alternative licensure routes for educators. • Supports recruitment in hard-to-staff and rural areas. • Aligns with Nebraska’s RTOP and Grow Your Own pipeline priorities. <p>Pennsylvania - 4 Staff</p> <ul style="list-style-type: none"> • Hosts a multi-state ESA conference promoting cross-state collaboration. • Exploring job alike - similar to Affiliates • Career Tech Centers • Business Partners
<input type="checkbox"/>	Executive ▾	<p>ESUCC Project Goals - Strategic Planning Update</p> <p>Request for Proposal</p>	<p>Update on Director Goal, include proposed timeline</p> <ul style="list-style-type: none"> <input type="checkbox"/> January Present the components to ESUCC Board <input type="checkbox"/> February/March, ESUCC Board decide on consultant <input type="checkbox"/> April+ 2026 Begin working with the selected consultant <input type="checkbox"/> Summer-Fall 2026 Gather data, surveys, focus groups <input type="checkbox"/> Late Fall 2026 Build the plan <input type="checkbox"/> January 2027 Adopt <input type="checkbox"/> February 2027-June 2027, build actions <input type="checkbox"/> Summer All Staff Meeting 2027 Roll out
<input type="checkbox"/>	Educational Resour... ▾	P2E (Pathway to Educator)	Call to Action - P2E Request for Interest
<input type="checkbox"/>	Educational Resour... ▾	BITS Spending	<p>Factors contributing to the BITS 2025-2026:</p> <ul style="list-style-type: none"> • 2024-2025 BITS payment “advanced” based on estimated lottery funds • Lottery sales were down • Advance payment was more than was actual, so the difference needs paid back to NDE • Rather than ESUs writing a check for the overage, 2025-2026 allocations will be reduced

			*see table at the end of the report
<input type="checkbox"/>	FULL BOARD ▾	SORA Report (Standing Item)	ESU SORA usage: <ul style="list-style-type: none"> • MSA “up to \$600” <ul style="list-style-type: none"> ◦ \$250 last year (and this so far) • 7.1.2025-7.31.2025 • 8.1.2025-8.31.2025 • 9.1.2025-9.30.2025 • 10.1.2025-10.31.2025
<input type="checkbox"/>	FULL BOARD ▾	State Board meeting sign up	We are still looking for someone to “attend” the December 2025 State Board of Education Meeting .
<input type="checkbox"/>	FULL BOARD ▾	Draft Calendars	January - review 2 year, and approve <ul style="list-style-type: none"> • 2026-2027 • 2027-2028
<input type="checkbox"/>	FULL BOARD ▾	MSA	Draft in January Vote to approve in February
<input type="checkbox"/>	FULL BOARD ▾	Credit Card Report	<ul style="list-style-type: none"> • Credit Card Report — Annually, the CEO will provide a list of all ESUCC employees who have an ESUCC credit card assigned to them per policy 3008. Credit Card Purchasing Program. <ul style="list-style-type: none"> ◦ Dr. Larianne Polk - ESUCC CEO ◦ Scott Isaacson - ESUCC CIO ◦ Andrew Easton - ESUCC CLO ◦ Craig Peterson - ESUCC Coop Purchasing Director ◦ Becky Sosalla - ESUCC NebPS Cooperative Director
<input type="checkbox"/>	FULL BOARD ▾	Update on Sparq	Discussion regarding Sparq Negotiations
New Since Committee Meetings			
<input type="checkbox"/>			
Old Business			
<input type="checkbox"/>	Select a Committee ▾		

BITS 2025-2026

Total*	\$1,104,000.00					
		Dollars Per ESU	1/2 of the amount (Before Correction)	Correction (To Be Paid Back)	1st Half (With Correction)	2nd Half (Subject to Change)*
	ESU 1	\$53,187.20	\$26,593.60	\$1,848.01	\$24,745.59	\$26,593.60
	ESU 2	\$47,682.11	\$23,841.06	\$1,649.30	\$22,191.76	\$23,841.06
	ESU 3	\$260,746.31	\$130,373.16		\$130,373.16	\$130,373.16
	ESU 4	\$25,346.35	\$12,673.18		\$12,673.18	\$12,673.18
	ESU 5	\$24,285.48	\$12,142.74	\$878.51	\$11,264.23	\$12,142.74
	ESU 6	\$47,338.04	\$23,669.02	\$1,682.76	\$21,986.26	\$23,669.02
	ESU 7	\$50,405.98	\$25,202.99	\$1,815.58	\$23,387.41	\$25,202.99
	ESU 8	\$44,413.46	\$22,206.73	\$1,671.26	\$20,535.47	\$22,206.73
	ESU 9	\$38,736.34	\$19,368.17	\$1,367.96	\$18,000.21	\$19,368.17
	ESU 10	\$108,553.50	\$54,276.75		\$54,276.75	\$54,276.75
	ESU 11	\$21,704.97	\$10,852.48	\$769.74	\$10,082.74	\$10,852.48
	ESU 13	\$59,065.03	\$29,532.52	\$2,105.28	\$27,427.24	\$29,532.52
	ESU 15	\$16,056.51	\$8,028.26		\$8,028.26	\$8,028.26
	ESU 16	\$30,278.00	\$15,139.00	\$1,114.87	\$14,024.13	\$15,139.00
	ESU 17	\$7,225.43	\$3,612.72	\$265.64	\$3,347.08	\$3,612.72
	ESU 18	\$124,581.34	\$62,290.67	\$4,561.97	\$57,728.70	\$62,290.67
	ESU 19	\$144,393.93	\$72,196.97	\$4,964.62	\$67,232.35	\$72,196.97
	Totals	\$1,104,000.00	\$552,000.00	\$24,695.50	\$527,304.50	\$552,000.00

CEO Report to Board November 2025

Nov 18, 2025 Committees

Nov 19, 2025 Board

New Business		
<input checked="" type="checkbox"/>	<p style="background-color: #E0E0FF; border-radius: 5px; padding: 2px; display: inline-block;">Executive ▾</p>	<p>ESA Models & Advocacy Strategies: State-by-State Summary</p> <p>Foundation and Business Partners</p> <ul style="list-style-type: none"> - Would like to create a foundation for business partnership dollars. - Establish a mechanism to receive and manage private sector contributions. - Spoke with Craig Peterson the morning of Nov 5th about vendor business partnerships. <p>Massachusetts - Very Small: 1 Staff (Part Time)</p> <ul style="list-style-type: none"> ● ESAs emphasize regional consistency in service delivery. ● Monitor and support services to ensure alignment with state expectations. ● Professional development is framed around state instructional frameworks. <p>Ohio - Very Small: 1 Staff</p> <ul style="list-style-type: none"> ● Created a legislator-friendly video to explain the ESC role. ● ESCs use vendor market analysis to highlight district savings and ROI. ● Advocacy efforts frame ESCs as trusted legislative partners. ● Business Partners <p>Michigan - Very Large: 100+ Staff</p> <ul style="list-style-type: none"> ● Created an impact report for senators on reading coaches. <ul style="list-style-type: none"> ○ Report outlines reach, outcomes, and ROI or ESA-coordinated literacy efforts. ○ Aligned closely with state education department priorities and language. ● Developed a 'data lake' to consolidated state-level data sources for deeper insights. ● Business Partners <p>Minnesota - Very Small: 1 Staff</p> <ul style="list-style-type: none"> ● Operates under a Joint Powers Agreement for coordination across ESAs. ● Allows shared fiscal and policy decisions among partners.

			<ul style="list-style-type: none"> • Uses a statewide tool called Compass to display school data transparently. • Invites members of the State Board of Education to ESA events like Legislative Day. • Presents a model of cross-agency collaboration and public transparency. • Business Partners <p>Colorado - Small: 2 Staff</p> <ul style="list-style-type: none"> • ESAs administer alternative licensure routes for educators. • Supports recruitment in hard-to-staff and rural areas. • Aligns with Nebraska’s RTOP and Grow Your Own pipeline priorities. <p>Pennsylvania - 4 Staff</p> <ul style="list-style-type: none"> • Hosts a multi-state ESA conference promoting cross-state collaboration. • Exploring job alike - similar to Affiliates • Career Tech Centers • Business Partners
<input type="checkbox"/>	Executive ▾	<p>ESUCC Project Goals - Strategic Planning Update</p> <p>Request for Proposal</p>	<p>Update on Director Goal, include proposed timeline</p> <ul style="list-style-type: none"> <input type="checkbox"/> January Present the components to ESUCC Board <input type="checkbox"/> February/March, ESUCC Board decide on consultant <input type="checkbox"/> April+ 2026 Begin working with the selected consultant <input type="checkbox"/> Summer-Fall 2026 Gather data, surveys, focus groups <input type="checkbox"/> Late Fall 2026 Build the plan <input type="checkbox"/> January 2027 Adopt <input type="checkbox"/> February 2027-June 2027, build actions <input type="checkbox"/> Summer All Staff Meeting 2027 Roll out
<input type="checkbox"/>	Educational Resour... ▾	P2E (Pathway to Educator)	Call to Action - P2E Request for Interest
<input type="checkbox"/>	Educational Resour... ▾	BITS Spending	<p>Factors contributing to the BITS 2025-2026:</p> <ul style="list-style-type: none"> • 2024-2025 BITS payment “advanced” based on estimated lottery funds • Lottery sales were down • Advance payment was more than was actual, so the difference needs paid back to NDE • Rather than ESUs writing a check for the overage, 2025-2026 allocations will be reduced

			*see table at the end of the report
<input type="checkbox"/>	FULL BOARD ▾	SORA Report (Standing Item)	ESU SORA usage: <ul style="list-style-type: none"> • MSA “up to \$600” <ul style="list-style-type: none"> ◦ \$250 last year (and this so far) • 7.1.2025-7.31.2025 • 8.1.2025-8.31.2025 • 9.1.2025-9.30.2025 • 10.1.2025-10.31.2025
<input type="checkbox"/>	FULL BOARD ▾	State Board meeting sign up	We are still looking for someone to “attend” the December 2025 State Board of Education Meeting .
<input type="checkbox"/>	FULL BOARD ▾	Draft Calendars	January - review 2 year, and approve <ul style="list-style-type: none"> • 2026-2027 • 2027-2028
<input type="checkbox"/>	FULL BOARD ▾	MSA	Draft in January Vote to approve in February
<input type="checkbox"/>	FULL BOARD ▾	Credit Card Report	<ul style="list-style-type: none"> • Credit Card Report — Annually, the CEO will provide a list of all ESUCC employees who have an ESUCC credit card assigned to them per policy 3008. Credit Card Purchasing Program. <ul style="list-style-type: none"> ◦ Dr. Larianne Polk - ESUCC CEO ◦ Scott Isaacson - ESUCC CIO ◦ Andrew Easton - ESUCC CLO ◦ Craig Peterson - ESUCC Coop Purchasing Director ◦ Becky Sosalla - ESUCC NebPS Cooperative Director
<input type="checkbox"/>	FULL BOARD ▾	Update on Sparq	Discussion regarding Sparq Negotiations
New Since Committee Meetings			
<input type="checkbox"/>			
Old Business			
<input type="checkbox"/>	Select a Committee ▾		

BITS 2025-2026

Total*	\$1,104,000.00					
		Dollars Per ESU	1/2 of the amount (Before Correction)	Correction (To Be Paid Back)	1st Half (With Correction)	2nd Half (Subject to Change)*
	ESU 1	\$53,187.20	\$26,593.60	\$1,848.01	\$24,745.59	\$26,593.60
	ESU 2	\$47,682.11	\$23,841.06	\$1,649.30	\$22,191.76	\$23,841.06
	ESU 3	\$260,746.31	\$130,373.16		\$130,373.16	\$130,373.16
	ESU 4	\$25,346.35	\$12,673.18		\$12,673.18	\$12,673.18
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	ESU 6	\$47,338.04	\$23,669.02	\$1,682.76	\$21,986.26	\$23,669.02
	ESU 7	\$50,405.98	\$25,202.99	\$1,815.58	\$23,387.41	\$25,202.99
	ESU 8	\$44,413.46	\$22,206.73	\$1,671.26	\$20,535.47	\$22,206.73
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	ESU 10	\$108,553.50	\$54,276.75		\$54,276.75	\$54,276.75
	ESU 11	\$21,704.97	\$10,852.48	\$769.74	\$10,082.74	\$10,852.48
	ESU 13	\$59,065.03	\$29,532.52	\$2,105.28	\$27,427.24	\$29,532.52
	ESU 15	\$16,056.51	\$8,028.26		\$8,028.26	\$8,028.26
	ESU 16	\$30,278.00	\$15,139.00	\$1,114.87	\$14,024.13	\$15,139.00
	ESU 17	\$7,225.43	\$3,612.72	\$265.64	\$3,347.08	\$3,612.72
	ESU 18	\$124,581.34	\$62,290.67	\$4,561.97	\$57,728.70	\$62,290.67
	ESU 19	\$144,393.93	\$72,196.97	\$4,964.62	\$67,232.35	\$72,196.97
	Totals	\$1,104,000.00	\$552,000.00	\$24,695.50	\$527,304.50	\$552,000.00



ESUCC
Executive Committee Meeting
Tuesday, November 18, 2025, 11:00 AM
Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 11:01 AM.

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

1. Call to Order

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

The Executive Committee Meeting was called to order at 11:00am.

1.1. Roll Call

2. Treasurer's Report

2.1. Claims, Financial Statements, and Assets for the Month of October
Other financial reports are available upon request to the ESUCC CEO.

Recommended Motion: Recommend to the ESUCC board to approve the claims, financial statements, and assets for the month of October.

ESUCC CEO Dr. Polk reviewed the attached Budget Summary October 2025 Updated document.

Recommend to the ESUCC board to approve the claims, financial statements, and assets for the month of October Passed with a motion by Erickson, Geraldine (ESU 17) and a second by McNiff, Brenda (ESU 05).

Dr. Bill Heimann (ESU 01): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr. Melissa Wheelock (ESU 10): Yea

Dr. Laura Barrett (ESU 13): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

2.2. October Expenses to be Paid in November

Recommended Motion: Recommend to the ESUCC Board to approve the October expenses to be paid in November.

Recommend to the ESUCC Board to approve the October expenses to be paid in November Passed with a motion by Heimann, Bill (ESU 01) and a second by Barrett, Laura (ESU 13).

Dr. Bill Heimann (ESU 01): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr. Melissa Wheelock (ESU 10): Yea

Dr. Laura Barrett (ESU 13): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

2.3. Authorization for the CEO to pay December Bills in Absence of December Board Meeting

Recommended Motion: Recommend to the ESUCC Board to authorize the ESUCC CEO to pay December bills in the absence of the December board meeting.

Recommend to the ESUCC Board to authorize the ESUCC CEO to pay December bills in the absence of the December board meeting Passed with a motion by Erickson, Geraldine (ESU 17) and a second by McNiff, Brenda (ESU 05).

Dr. Bill Heimann (ESU 01): Yea

Dr. Brenda McNiff (ESU 05): Yea

Dr. Melissa Wheelock (ESU 10): Yea

Dr. Laura Barrett (ESU 13): Yea

Geraldine Erickson (ESU 17): Yea

Yea: 5, Nay: 0

3. Chief Executive Officer (CEO) Report

- CEO Report to the Board November 2025

ESUCC CEO Dr. Polk reviewed the attached CEO Report to Board November 2025. For the business partnership research, there will be a vetting process and a contract.

4. CEO Evaluation 2025-2026

November Timeline

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

The evaluation for ESUCC CEO Dr. Polk is complete. The board members turned in their feedback forms. ESUCC Board President, Dr. Heimann and ESUCC Board Past President, Dr. McNiff, will meet with ESUCC CEO Dr. Polk after the board meeting on November 19, 2025, to discuss the evaluation.

5. Mileage for Board Members

Dr. Barrett would like to discuss the concept of paying ESUCC board members for mileage to travel to meetings.

ESUCC Board Secretary Dr. Laura Barrett raised a question regarding mileage for ESUCC Board Members. Dr. Barrett created the linked ESUCC Travel Costs spreadsheet to illustrate the costs of mileage and lodging for the ESUCC Board Meetings. This will be discussed further at the January 2026 meeting.

6. Next Meeting Agenda Items

7. Adjournment

The Executive Committee Meeting adjourned at 12:16pm.

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

October 31, 2025

ESUCC Division		Receipts	Disbursements
Executive	\$	355,998.32	\$ 86,707.28
Teaching & Learning	\$	1,447,360.21	\$ 332,132.49
Technology	\$	91,735.43	\$ 129,596.32
Grants/Contracts	\$	-	\$ 10,330.00
	\$	1,895,093.96	\$ 558,766.09
Balance October 1, 2025		\$4,970,408.22	
Total Receipts Oct 2025		\$1,895,093.96	
Total Funds Available		\$6,865,502.18	
Check #18211 - Check #18262	\$	534,029.50	
ACH Payments	\$	24,736.59	
Total Disbursements		\$558,766.09	
Ending Balance October 31, 2025		\$6,306,736.09	
Ending Balance October 31, 2024		\$5,185,974.96	
Bank Balances:			
Checking Account	\$	50,973.21	
Investment Account	\$	6,409,377.02	
		\$6,460,350.23	
<i>Interest Earned October 2025</i>		<i>\$18,414.53</i>	

Outstanding Receipts As Of 10/31/25:	
Admin	\$11,348.90
MSA, 2025-2026	\$10,998.90
Meals, Budget Hearing	\$350.00
Canvas	\$333,000.04
School Renewals, 2025-2026	\$17,012.00
Funds Due From NDE	\$315,988.04
Coop	\$181,116.88
School Renewals	\$164,481.85
Vendor Admn Fees	\$16,635.03
DL	\$0.00
	\$0.00
Duo Security	\$1,350.00
School Renewals	\$1,350.00
Literacy	\$278,826.01
Second Coaching Stipend	\$278,826.01
Menstrual Project	\$5,088.43
Funds from NDE	\$5,088.43
PDO	\$29,253.80
PDO, MSA 2025-2026	\$24,750.00
PDO, Mtg Registrations	\$100.00
Overdrive / Sora Library	\$4,403.80
ESPD, Mtg Registrations	\$0.00
NOC, Dmarician Renewal	\$0.00
NOC, Mtg Registrations	\$0.00
SDA, Mtg Registrations	\$0.00
TLT, Mtg Registrations	\$0.00
PowerSchool	\$91,005.92
School Renewals, 2025-2026	\$91,005.92
ProofPoint	\$595.32
School Renewals	\$595.32
SLCGP LOGGING	\$256,250.04
Funds from NDE	\$256,250.04
SRS	\$24,384.00
MSA, 2025-2026	\$24,000.00
Annual Member Fee (Prime Home DDS)	\$384.00
State Grants	\$233,246.51
CoSN State Chapter, Cyber Tatanka, SteadFAST, and Incident Reponse Workshops	\$233,246.51
Tech Gen	\$1,558.05
Fortimail Renewals	\$1,558.05
Total Outstanding Receipts, 10/31/25:	\$1,447,023.90

	Percentage Spent	Percentage Projected
September	0.00%	8.33%
October	2.88%	8.33%
November		8.33%
December		8.33%
January		8.33%
February		8.33%
March		8.33%
April		8.33%
May		8.33%
June		8.33%
July		8.33%
August		8.33%
Year To Date	2.88%	99.96%

Specific Project Fiscal Expenses YTD	Budget	Expenses YTD
PowerSchool	\$1,083,875.27	\$63,060.76
Coop	\$1,025,623.70	\$43,095.62
Canvas	\$823,307.26	\$31,108.05
SRS	\$536,916.42	\$43,639.24
PDO (Includes Affiliates)	\$202,214.04	\$23,929.40

Notable Receipts Include:	
Admn Core Service Funds/Appropriations	\$256,067.00
PowerSchool Renewal Funds	\$160,354.08
BITS Funds from NDE	\$533,691.72
Textbook Loan Funds from NDE	\$399,789.67
Canvas Funds	\$219,068.21

Notable Disbursements Include:	
CDWG, ProofPoint Renewal	\$72,364.16
Unanimous Inc., Website Design	\$5,475.00
AIM Institute, Lit Heroes Training	\$141,383.00
Eide Bailly, FY25 Audit	\$15,081.78
Instructure Inc., LMS Implementation	\$9,114.60

Special Projects/Grants Status:	Receipts	Expenditures
SMART-NE	\$0.00	\$1,175.00
SMART-ESA	\$0.00	\$100.00

Notes:		
	<u>Receipts since 10/31/025</u>	
11/5/25	Admn Mtg Meals, ESU 02	\$25.00
11/5/25	Literacy Funds from ESU 02	\$16,401.53
11/5/25	PDO, Sora Library, ESU 02	\$250.00
11/10/25	Canvas, Duchesne Acacemy	\$1,800.00

EFINANCE - POWERSCHOOL
 DATE: 11/11/2025
 TIME: 13:25:52

ESU COORDINATING COUNCIL
 BATCH MANUAL CHECK EDIT LIST

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RECORD PERIOD CONTROL	ENTERED ENTRY BY CASH ACCT	PO NUMBER	P/F ACCOUNT	ORG UNIT INVOICE	ACCOUNT	DESCRIPTION	VENDOR	VENDOR NAME CHECK DATE	1099 HOLD	SALES USE TAX	TAX TAX	AMOUNT DISCOUNT
CHECK NO: 18263												
23327 3/26	11/11/25 pquintan 09000			0120221362020550 768996		DL PRINTING EXP	1050	BISHOP BUSINESS 11/14/2025	N Y		.00 .00	3.85 .00
23326 3/26	11/11/25 pquintan 09000			0120232010020550 768996		ADMN PRINTING EXP	1050	BISHOP BUSINESS 11/14/2025	N Y		.00 .00	3.80 .00
23328 3/26	11/11/25 pquintan 09000			0120258040020550 768996		SRS PRINTING EXP	1050	BISHOP BUSINESS 11/14/2025	N Y		.00 .00	3.85 .00
TOTAL CHECK 18263												11.50
CHECK NO: 18264												
23329 3/26	11/11/25 pquintan 09000			0120221354020320 OCT22		TLT 3 HR VIRTUAL ACCESS	1918	CAST INC 11/14/2025	N Y		.00 .00	3,300.00 .00
CHECK NO: 18265												
23330 3/26	11/11/25 pquintan 09000			0120258065020810 ASKA CHAPTER		TECH GEN ISAACSON MEMBER	1823	CONSORTIUM FOR SCHOOL N 11/14/2025	N Y		.00 .00	25.00 .00
CHECK NO: 18266												
23331 3/26	11/11/25 pquintan 09000			0120221354020320 ONVERSATIONS		TLT SPEAKER FEE CURTS	1876	ERIC CURTS 11/14/2025	M Y		.00 .00	300.00 .00
CHECK NO: 18267												
23338 3/26	11/11/25 pquintan 09000			0120221320020441 ADM0003297		PS RENT OMAHA	1057	ESU 3 11/14/2025	N Y		.00 .00	324.04 .00
23337 3/26	11/11/25 pquintan 09000			0120221350020441 ADM0003297		PDO RENT OMAHA	1057	ESU 3 11/14/2025	N Y		.00 .00	486.06 .00
23340 3/26	11/11/25 pquintan 09000			0120221362020550 ADM0003297		DL PRINTING OMAHA	1057	ESU 3 11/14/2025	N Y		.00 .00	2.16 .00

EFINANCE - POWERSCHOOL
 DATE: 11/11/2025
 TIME: 13:25:52

ESU COORDINATING COUNCIL
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RECORD PERIOD	ENTERED ENTRY BY	PO	P/F ACCOUNT	ORG UNIT INVOICE	ACCOUNT	DESCRIPTION	VENDOR	VENDOR NAME CHECK DATE	1099 HOLD	SALES USE TAX	TAX	AMOUNT DISCOUNT
23332	11/11/25			0120231011020610			1057	ESU 3	N		.00	354.00
3/26	11/11/25			EM27954		BOARD MEETINGS	10/16/25	11/14/2025	Y		.00	.00
23333	11/11/25			0120231011020610			1057	ESU 3	N		.00	302.10
3/26	11/11/25			EM27953		BOARD MTG	10/17/25	11/14/2025	Y		.00	.00
23334	11/11/25			0120232010020441			1057	ESU 3	N		.00	324.03
3/26	11/11/25			ADM0003297		ADMN RENT OMAHA		11/14/2025	Y		.00	.00
23342	11/11/25			0120232010020531			1057	ESU 3	N		.00	1.90
3/26	11/11/25			ADM0003297		ADMN POSTAGE OMAHA		11/14/2025	Y		.00	.00
23339	11/11/25			0120232010020550			1057	ESU 3	N		.00	2.23
3/26	11/11/25			ADM0003297		ADMN PRINTING OMAHA		11/14/2025	Y		.00	.00
23335	11/11/25			0120252030020441			1057	ESU 3	N		.00	486.06
3/26	11/11/25			ADM0003297		COOP RENT OMAHA		11/14/2025	Y		.00	.00
23336	11/11/25			0120258040020441			1057	ESU 3	N		.00	972.12
3/26	11/11/25			ADM0003297		SRS RENT OMAHA		11/14/2025	Y		.00	.00
23341	11/11/25			0120258040020550			1057	ESU 3	N		.00	2.16
3/26	11/11/25			ADM0003297		SRS PRINTING OMAHA		11/14/2025	Y		.00	.00
TOTAL CHECK 18267												3,256.86
CONTROL NUMBER: 111425PQ			CHECK NO: 18268									
23343	11/11/25			0120221350020320			1067	ESU 10	N		.00	1,500.00
3/26	11/11/25					PDO WEB APP MAINTENANCE		11/14/2025	Y		.00	.00
23344	11/11/25			0120232010020320			1067	ESU 10	N		.00	1,500.00
3/26	11/11/25					SMART WEB APP MAINTENANC		11/14/2025	Y		.00	.00
23345	11/11/25			0120232010020320			1067	ESU 10	N		.00	100.00
3/26	11/11/25					SMART NE 9/25 DEVELOPMEN		11/14/2025	Y		.00	.00

EFINANCE - POWERSCHOOL
 DATE: 11/11/2025
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ESU COORDINATING COUNCIL
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RECORD PERIOD	ENTERED ENTRY BY	PO	P/F ACCOUNT	ORG UNIT INVOICE	ACCOUNT	DESCRIPTION	VENDOR	VENDOR NAME CHECK DATE	1099 HOLD	SALES USE TAX	TAX	AMOUNT DISCOUNT
23346	11/11/25			0120359959720320		STEADFAST 9/25	1067 SPEEDTEST	ESU 10 11/14/2025	N		.00	1,375.00
3/26	11/11/25								Y		.00	.00
TOTAL CHECK 18268												4,475.00
CONTROL NUMBER: 111425PQ												CHECK NO: 18269
23348	11/11/25			0120221320020530		PS ZOOM LICENSES	1104	ESU 16 11/14/2025	N		.00	63.00
3/26	11/11/25								Y		.00	.00
23349	11/11/25			0120221350020530		PDO ZOOM LICENSES	1104	ESU 16 11/14/2025	N		.00	81.00
3/26	11/11/25								Y		.00	.00
23347	11/11/25			0120221357020530		CANVAS ZOOM LICENSES	1104	ESU 16 11/14/2025	N		.00	18.00
3/26	11/11/25								Y		.00	.00
23350	11/11/25			0120221362020530		DL ZOOM LICENSES	1104	ESU 16 11/14/2025	N		.00	27.00
3/26	11/11/25								Y		.00	.00
23351	11/11/25			0120232010020530		ADMN ZOOM LICENSES	1104	ESU 16 11/14/2025	N		.00	18.00
3/26	11/11/25								Y		.00	.00
23352	11/11/25			0120252030020530		COOP ZOOM LICENSES	1104	ESU 16 11/14/2025	N		.00	36.00
3/26	11/11/25								Y		.00	.00
23353	11/11/25			0120258040020530		SRS ZOOM LICENSES	1104	ESU 16 11/14/2025	N		.00	72.00
3/26	11/11/25								Y		.00	.00
TOTAL CHECK 18269												315.00
CONTROL NUMBER: 111425PQ												CHECK NO: 18270
23370	11/11/25			0120221320020352		PS SALARIES	1064	ESU 17 11/11/2025	N		.00	45,325.59
3/26	11/11/25								Y		.00	.00
23371	11/11/25			0120221320020441		PS RENT AINSWORTH	1064	ESU 17 11/11/2025	N		.00	114.60
3/26	11/11/25								Y		.00	.00

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23366 3/26	11/11/25 pquintan 09000			0120221350020352 ESUCC-62		PDO SALARIES	1064	ESU 17 11/11/2025	N Y	.00 .00		6,076.71 .00
23367 3/26	11/11/25 pquintan 09000			0120221350020441 ESUCC-62		PDO RENT AINSWORTH	1064	ESU 17 11/11/2025	N Y	.00 .00		38.20 .00
23368 3/26	11/11/25 pquintan 09000			0120221356020352 ESUCC-62		THREAT SALARIES	1064	ESU 17 11/11/2025	N Y	.00 .00		457.31 .00
23369 3/26	11/11/25 pquintan 09000			0120221357020352 ESUCC-62		CANVAS SALARIES	1064	ESU 17 11/11/2025	N Y	.00 .00		17,672.13 .00
23376 3/26	11/11/25 pquintan 09000			0120221358020352 ESUCC-62		BITS SALARIES	1064	ESU 17 11/11/2025	N Y	.00 .00		7,110.35 .00
23375 3/26	11/11/25 pquintan 09000			0120221358220352 ESUCC-62		LITERACY SALARIES	1064	ESU 17 11/11/2025	N Y	.00 .00		2,741.11 .00
23374 3/26	11/11/25 pquintan 09000			0120221358720352 ESUCC-62		TEAMMATES SALARIES	1064	ESU 17 11/11/2025	N Y	.00 .00		4,435.35 .00
23362 3/26	11/11/25 pquintan 09000			0120221362020352 ESUCC-62		DL SALARIES	1064	ESU 17 11/11/2025	N Y	.00 .00		17,852.67 .00
23355 3/26	11/11/25 pquintan 09000			0120232010020320 ESUCC-62		ADMN PAYROL SERV FEE	1064	ESU 17 11/11/2025	N Y	.00 .00		900.00 .00
23354 3/26	11/11/25 pquintan 09000			0120232010020352 ESUCC-62		ADMN SALARIES	1064	ESU 17 11/11/2025	N Y	.00 .00		15,111.23 .00
23356 3/26	11/11/25 pquintan 09000			0120232010020441 ESUCC-62		ADMN RENT AINSWORTH	1064	ESU 17 11/11/2025	N Y	.00 .00		38.20 .00
23357 3/26	11/11/25 pquintan 09000			0120252030020352 ESUCC-62		COOP SALARIES	1064	ESU 17 11/11/2025	N Y	.00 .00		26,206.81 .00

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23358	11/11/25			0120252030020441			1064	ESU 17	N		.00	152.80
3/26	11/11/25			ESUCC-62		COOP RENT AINSWORTH		11/11/2025	Y		.00	.00
23361	11/11/25			0120252030020520			1064	ESU 17	N		.00	32.00
3/26	11/11/25			ESUCC-62		COOP BOND/INSURANCE		11/11/2025	Y		.00	.00
23360	11/11/25			0120252030020550			1064	ESU 17	N		.00	17.50
3/26	11/11/25			ESUCC-62		COOP PRINTING AINSWORTH		11/11/2025	Y		.00	.00
23359	11/11/25			0120252030020582			1064	ESU 17	N		.00	84.00
3/26	11/11/25			ESUCC-62		COOP PHONE AINSWORTH		11/11/2025	Y		.00	.00
23377	11/11/25			0120252058120352			1064	ESU 17	N		.00	2,064.46
3/26	11/11/25			ESUCC-62		MENSTRUAL SALARIES		11/11/2025	Y		.00	.00
23373	11/11/25			0120252058520352			1064	ESU 17	N		.00	6,772.77
3/26	11/11/25			ESUCC-62		TEXTBOOK SALARIES		11/11/2025	Y		.00	.00
23364	11/11/25			0120258040020352			1064	ESU 17	N		.00	36,766.36
3/26	11/11/25			ESUCC-62		SRS SALARIES		11/11/2025	Y		.00	.00
23365	11/11/25			0120258040020441			1064	ESU 17	N		.00	38.20
3/26	11/11/25			ESUCC-62		SRS RENT AINSWORTH		11/11/2025	Y		.00	.00
23372	11/11/25			0120258059020352			1064	ESU 17	N		.00	10,919.38
3/26	11/11/25			ESUCC-62		PROJ PARA SALARIES		11/11/2025	Y		.00	.00
23363	11/11/25			0120258065020352			1064	ESU 17	N		.00	2,680.20
3/26	11/11/25			ESUCC-62		GEN TECH SALARIES		11/11/2025	Y		.00	.00
23378	11/11/25			0120669057820352			1064	ESU 17	N		.00	7,332.00
3/26	11/11/25			ESUCC-62		NCNE SALARIES		11/11/2025	Y		.00	.00
TOTAL CHECK 18270											210,939.93	

CONTROL NUMBER: 111425PQ CHECK NO: 18271

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23379	11/11/25			0120252030020333		COOP MILEAGE	1959 CIANCIO	JENNY CIANCIO 11/14/2025	N Y	.00 .00		78.40 .00
3/26	11/11/25											
CONTROL NUMBER: 111425PQ CHECK NO: 18272												
23380	11/11/25			0120252030020643		COOP FILEMAKRE	1397 2025 LIC	JOURNEYED.COM INC. 11/14/2025	N Y	.00 .00		2,038.30 .00
3/26	11/11/25											
CONTROL NUMBER: 111425PQ CHECK NO: 18273												
23381	11/11/25			0120221354020320		TLT SPEAKER FEE	1935	DR KRISTEN MATTSON CONS 11/14/2025	N Y	.00 .00		500.00 .00
3/26	11/11/25											
CONTROL NUMBER: 111425PQ CHECK NO: 18274												
23382	11/11/25			0120232010020333		ADMN MILEAGE	1826 PRO TEACH M	LARIANNE POLK 11/14/2025	N Y	.00 .00		67.20 .00
3/26	11/11/25											
23383	11/11/25			0120232010020333		ADMN MILEAGE	1826 MTG ISAACSO	LARIANNE POLK 11/14/2025	N Y	.00 .00		64.40 .00
3/26	11/11/25											
23384	11/11/25			0120232010020333		ADMN MILEAGE	1826 STATE EXEC	LARIANNE POLK 11/14/2025	N Y	.00 .00		23.10 .00
3/26	11/11/25											
23385	11/11/25			0120232010020333		ADMN MILEAGE	1826 NDE MTG	LARIANNE POLK 11/14/2025	N Y	.00 .00		58.10 .00
3/26	11/11/25											
23386	11/11/25			0120232010020333		ADMN MILEAGE	1826 LEGIS PRIOR	LARIANNE POLK 11/14/2025	N Y	.00 .00		59.50 .00
3/26	11/11/25											
23388	11/11/25			0120232010020333		ADMN MILEAGE	1826 NCSA PHOTO	LARIANNE POLK 11/14/2025	N Y	.00 .00		59.50 .00
3/26	11/11/25											
23387	11/11/25			0120232010020643		ADMN CHATGPT	1826 SUBSCRIPTIO	LARIANNE POLK 11/14/2025	N Y	.00 .00		20.00 .00
3/26	11/11/25											
TOTAL CHECK 18274												351.80
CONTROL NUMBER: 111425PQ CHECK NO: 18275												

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23389	11/11/25			0120221352020610			1967	MACKENZIE CARSTENS	N		.00	15.01
3/26	pquintan 09000					SDA MENTOR/MENTEE SUPPLI		11/14/2025	Y		.00	.00
23390	11/11/25			0120221352020610			1967	MACKENZIE CARSTENS	N		.00	7.05
3/26	pquintan 09000					SDA MENTOR/MENTEE SUPPLI		11/14/2025	Y		.00	.00
TOTAL CHECK 18275												22.06
CONTROL NUMBER: 111425PQ			CHECK NO: 18276									
23391	11/11/25			0120221358020320			1502	NEBRASKA DEPARTMENT OF	N		.00	268,547.00
3/26	pquintan 09000					BITS REFUND FOR OVERPAYM		11/14/2025	Y		.00	.00
CONTROL NUMBER: 111425PQ			CHECK NO: 18277									
23392	11/11/25			0120231011020540			1065	OMAHA WORLD HERALD	N		.00	26.20
3/26	pquintan 09000			2025 1067251		BOARD MTG NOTICE 10/17/2		11/14/2025	Y		.00	.00
CONTROL NUMBER: 111425PQ			CHECK NO: 18278									
23393	11/11/25			0120232010020317			1633	PERRY, GUTHERY, HAASE &	N		.00	1,530.00
3/26	pquintan 09000			STATEMENT 47		ADMN LEGAL SERVICE		11/14/2025	Y		.00	.00
23394	11/11/25			0120252030020317			1633	PERRY, GUTHERY, HAASE &	N		.00	1,836.00
3/26	pquintan 09000			STATEMENT 47		COOP LEGAL SERVICE		11/14/2025	Y		.00	.00
23395	11/11/25			0120258040020317			1633	PERRY, GUTHERY, HAASE &	N		.00	306.00
3/26	pquintan 09000			STATEMENT 47		SRS LEGAL SERVICE		11/14/2025	Y		.00	.00
TOTAL CHECK 18278												3,672.00
CONTROL NUMBER: 111425PQ			CHECK NO: 18279									
23396	11/11/25			0120258040020333			1086	SCOTT ISAACSON	N		.00	62.30
3/26	pquintan 09000					SRS MILEAGE CYBER MTG		11/14/2025	Y		.00	.00
CONTROL NUMBER: 111425PQ			CHECK NO: 18280									
23397	11/11/25			0120252030020900			1442	SECURLY	N		.00	128,123.45
3/26	pquintan 09000			146719		COOP RENEWAL, OPS		11/14/2025	Y		.00	.00
CONTROL NUMBER: 111425PQ			CHECK NO: 18281									

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23398 3/26	11/11/25 CASH ACCT pquintan 09000			0120221357020333		CANVAS MONTHLY	1789 MTG	SHARA JOHNSON 11/14/2025	N Y	.00 .00		91.00 .00
CONTROL NUMBER: 111425PQ CHECK NO: 18282												
23399 3/26	11/11/25 pquintan 09000			0120252058120320		MENST QUILL	1723 46115307	ST. EDWARD PUBLIC SCHOO 11/14/2025	N Y	.00 .00		424.44 .00
CONTROL NUMBER: 111425PQ CHECK NO: 18283												
23400 3/26	11/11/25 pquintan 09000			0120221354020320		TLT CRITICAL CONV SPEAKE	1966 080625	TRICIA LEE BERTRAM GALL 11/14/2025	N Y	.00 .00		500.00 .00
CONTROL NUMBER: 111425PQ CHECK NO: ACH00004												
23401 3/26	11/11/25 pquintan 09000			0120221320020320		PS CONTRACTED SERVICE	1638 34 10/31/25	AIMEE MUEHLING 11/14/2025	M Y	.00 .00		4,443.18 .00
CONTROL NUMBER: 111425PQ CHECK NO: ACH00005												
23402 3/26	11/11/25 pquintan 09000			0120221362020333		DL MILEAGE AI ESU 4	1466	ANDREW EASTON 11/14/2025	M Y	.00 .00		92.40 .00
23403 3/26	11/11/25 pquintan 09000			0120221362020333		DL MILEAGE SETDA CONF	1466	ANDREW EASTON 11/14/2025	M Y	.00 .00		56.89 .00
23404 3/26	11/11/25 pquintan 09000			0120221362020333		DL MILEAGE BREAK/COACH	1466	ANDREW EASTON 11/14/2025	M Y	.00 .00		345.36 .00
TOTAL CHECK ACH00005												494.65
CONTROL NUMBER: 111425PQ CHECK NO: ACH00006												
23405 3/26	11/11/25 pquintan 09000			0120252030020900		COOP REFUND AEPA	1968	BRIGHTLY SOFTWARE INC. 11/14/2025	N Y	.00 .00		2,500.00 .00
CONTROL NUMBER: 111425PQ CHECK NO: ACH00007												
23406 3/26	11/11/25 pquintan 09000			0120252030020333		COOP MILEAGE FOOD MTG	1101	CRAIG PETERSON 11/14/2025	N Y	.00 .00		193.20 .00

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23407	11/11/25	CASH ACCT		0120252030020333		COOP MILEAGE	1101 NSIAAA CONF	CRAIG PETERSON 11/14/2025	N Y		.00 .00	89.60 .00
3/26	11/11/25	pquintan 09000										
TOTAL CHECK ACH00007												282.80
CONTROL NUMBER: 111425PQ			CHECK NO: ACH00008									
23408	11/11/25	CASH ACCT		0120221320020320		PS CONTRACTED	1640 SERVICE	NICOLE MULLER 11/14/2025	M Y		.00 .00	4,922.40 .00
3/26	11/11/25	pquintan 09000		4 10/31/25								
CONTROL NUMBER: 111425PQ			CHECK NO: ACH00289									
23425	11/11/25	CASH ACCT		0120221320020520		PS INSURANCE	1209	CINCINNATI INSURANCE CO 11/03/2025	N Y		.00 .00	103.10 .00
3/26	11/11/25	pquintan 09000		0498700								
DUPLICATE INVOICE ON FILE												
23426	11/11/25	CASH ACCT		0120221350020520		PDO INSURANCE	1209	CINCINNATI INSURANCE CO 11/03/2025	N Y		.00 .00	103.10 .00
3/26	11/11/25	pquintan 09000		0498700								
DUPLICATE INVOICE ON FILE												
23421	11/11/25	CASH ACCT		0120221357020520		CANVAS INSURANCE	1209	CINCINNATI INSURANCE CO 11/03/2025	N Y		.00 .00	103.10 .00
3/26	11/11/25	pquintan 09000		0498700								
DUPLICATE INVOICE ON FILE												
23420	11/11/25	CASH ACCT		0120221358020520		BITS INSURANCE	1209	CINCINNATI INSURANCE CO 11/03/2025	N Y		.00 .00	103.10 .00
3/26	11/11/25	pquintan 09000		0498700								
DUPLICATE INVOICE ON FILE												
23424	11/11/25	CASH ACCT		0120221358220520		LITERACY INSURANCE	1209	CINCINNATI INSURANCE CO 11/03/2025	N Y		.00 .00	103.10 .00
3/26	11/11/25	pquintan 09000		0498700								
DUPLICATE INVOICE ON FILE												
23423	11/11/25	CASH ACCT		0120221362020520		DL INSURANCE	1209	CINCINNATI INSURANCE CO 11/03/2025	N Y		.00 .00	103.10 .00
3/26	11/11/25	pquintan 09000		0498700								
DUPLICATE INVOICE ON FILE												
23419	11/11/25	CASH ACCT		0120232010020520		ADMN INSURANCE	1209	CINCINNATI INSURANCE CO 11/03/2025	N Y		.00 .00	103.10 .00
3/26	11/11/25	pquintan 09000		0498700								
DUPLICATE INVOICE ON FILE												

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23422	11/11/25			0120252030020520		COOP INSURANCE	1209	CINCINNATI INSURANCE CO	N		.00	103.10
3/26	11/11/25			0498700				11/03/2025	Y		.00	.00
DUPLICATE INVOICE ON FILE												
23428	11/11/25			0120252058520520		TEXTBOOK INSURANCE	1209	CINCINNATI INSURANCE CO	N		.00	103.10
3/26	11/11/25			0498700				11/03/2025	Y		.00	.00
DUPLICATE INVOICE ON FILE												
23427	11/11/25			0120258040020520		SRS INSURANCE	1209	CINCINNATI INSURANCE CO	N		.00	103.10
3/26	11/11/25			0498700				11/03/2025	Y		.00	.00
DUPLICATE INVOICE ON FILE												
TOTAL CHECK ACH00289												1,031.00
CONTROL NUMBER: 111425PQ			CHECK NO: EFT00288									
23415	11/11/25			0120221320020520		PS INSURANCE	1209	CINCINNATI INSURANCE CO	N		.00	97.60
3/26	11/11/25			0161739				11/03/2025	Y		.00	.00
DUPLICATE INVOICE ON FILE												
23416	11/11/25			0120221350020520		PDO INSURANCE	1209	CINCINNATI INSURANCE CO	N		.00	97.60
3/26	11/11/25			0161739				11/03/2025	Y		.00	.00
DUPLICATE INVOICE ON FILE												
23411	11/11/25			0120221357020520		CANVAS INSURANCE	1209	CINCINNATI INSURANCE CO	N		.00	97.60
3/26	11/11/25			0161739				11/03/2025	Y		.00	.00
DUPLICATE INVOICE ON FILE												
23410	11/11/25			0120221358020520		BITS INSURANCE	1209	CINCINNATI INSURANCE CO	N		.00	97.60
3/26	11/11/25			0161739				11/03/2025	Y		.00	.00
DUPLICATE INVOICE ON FILE												
23414	11/11/25			0120221358220520		LITERACY INSURANCE	1209	CINCINNATI INSURANCE CO	N		.00	97.60
3/26	11/11/25			0161739				11/03/2025	Y		.00	.00
DUPLICATE INVOICE ON FILE												
23413	11/11/25			0120221362020520		DL INSURANCE	1209	CINCINNATI INSURANCE CO	N		.00	97.60
3/26	11/11/25			0161739				11/03/2025	Y		.00	.00
DUPLICATE INVOICE ON FILE												

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23409	11/11/25			0120232010020520		ADMN INSURANCE	1209	CINCINNATI INSURANCE CO	N	.00	97.60
3/26	pquintan 09000			0161739				11/03/2025	Y	.00	.00
DUPLICATE INVOICE ON FILE											
23412	11/11/25			0120252030020520		COOP INSURANCE	1209	CINCINNATI INSURANCE CO	N	.00	97.60
3/26	pquintan 09000			0161739				11/03/2025	Y	.00	.00
DUPLICATE INVOICE ON FILE											
23418	11/11/25			0120252058520520		TEXTBOOK INSURANCE	1209	CINCINNATI INSURANCE CO	N	.00	97.60
3/26	pquintan 09000			0161739				11/03/2025	Y	.00	.00
DUPLICATE INVOICE ON FILE											
23417	11/11/25			0120258040020520		SRS INSURANCE	1209	CINCINNATI INSURANCE CO	N	.00	97.60
3/26	pquintan 09000			0161739				11/03/2025	Y	.00	.00
DUPLICATE INVOICE ON FILE											
TOTAL CHECK EFT00288											976.00
CONTROL NUMBER: 111425PQ			CHECK NO: EFT00290								
23436	11/11/25			0120221320020643		PS JITBIT, SEPTEMBER	1039	UNION BANK & TRUST COMP	N	.00	249.00
3/26	pquintan 09000							11/14/2025	Y	.00	.00
23437	11/11/25			0120221320020643		PS GOOGLE GSUITE	1039	UNION BANK & TRUST COMP	N	.00	158.40
3/26	pquintan 09000							11/14/2025	Y	.00	.00
23438	11/11/25			0120221320020643		PS ASANA.COM	1039	UNION BANK & TRUST COMP	N	.00	134.90
3/26	pquintan 09000							11/14/2025	Y	.00	.00
23439	11/11/25			0120221320020643		PS JITBIT, OCTOBER	1039	UNION BANK & TRUST COMP	N	.00	249.00
3/26	pquintan 09000							11/14/2025	Y	.00	.00
23430	11/11/25			0120221350020643		PDO SHORT ANSWER PREMIUM	1039	UNION BANK & TRUST COMP	N	.00	12.00
3/26	pquintan 09000							11/14/2025	Y	.00	.00
23433	11/11/25			0120221350020643		PDO RIVERSIDE PRO V4 PLA	1039	UNION BANK & TRUST COMP	N	.00	29.00
3/26	pquintan 09000							11/14/2025	Y	.00	.00

EFINANCE - POWERSCHOOL
 DATE: 11/11/2025
 TIME: 13:25:52

ESU COORDINATING COUNCIL
 BATCH MANUAL CHECK EDIT LIST

PAGE NUMBER: 12
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RECORD PERIOD	ENTERED ENTRY BY	PO	P/F ACCOUNT	ORG UNIT INVOICE	ACCOUNT	DESCRIPTION	VENDOR	VENDOR NAME CHECK DATE	1099 HOLD	SALES TAX USE TAX	TAX	AMOUNT DISCOUNT
23434	11/11/25			0120221350020643		PDO RIVERSIDE	1039	UNION BANK & TRUST COMP	N	.00		.87
3/26	11/11/25					INTERN FEE		11/14/2025	Y	.00		.00
23448	11/11/25			0120221350020643		PDO AMIDAWARE	1039	UNION BANK & TRUST COMP	N	.00		415.00
3/26	11/11/25							11/14/2025	Y	.00		.00
23452	11/11/25			0120221357020643		CANV TECHSMITH	1039	UNION BANK & TRUST COMP	N	.00		100.30
3/26	11/11/25					CAMTASIA		11/14/2025	Y	.00		.00
23429	11/11/25			0120221362020580		DL NETA VENDOR	1039	UNION BANK & TRUST COMP	N	.00		1,150.00
3/26	11/11/25					BOOTH		11/14/2025	Y	.00		.00
23435	11/11/25			0120221362020643		DL STEAMYARD	1039	UNION BANK & TRUST COMP	N	.00		431.88
3/26	11/11/25					CORE ANNUAL		11/14/2025	Y	.00		.00
23442	11/11/25			0120232010020580		ADMN UBER STATE	1039	UNION BANK & TRUST COMP	N	.00		56.06
3/26	11/11/25					ASSOC		11/14/2025	Y	.00		.00
23441	11/11/25			0120232010020610		ADMN PRIVACY SCREEN,	1039	UNION BANK & TRUST COMP	N	.00		24.77
3/26	11/11/25					LP		11/14/2025	Y	.00		.00
23445	11/11/25			0120232010020641		ADMN LINCOLN STAR	1039	UNION BANK & TRUST COMP	N	.00		24.99
3/26	11/11/25					JOURNA		11/14/2025	Y	.00		.00
23449	11/11/25			0120232010020643		ADMN WP ENGINE	1039	UNION BANK & TRUST COMP	N	.00		300.00
3/26	11/11/25					CC SITE		11/14/2025	Y	.00		.00
23431	11/11/25			0120232010020643		ADMN SMORE EDUCATOR	1039	UNION BANK & TRUST COMP	N	.00		99.00
3/26	11/11/25					BASI		11/14/2025	Y	.00		.00
23432	11/11/25			0120232010020643		ADMN SMORE 1 YR PLAN	1039	UNION BANK & TRUST COMP	N	.00		80.01
3/26	11/11/25							11/14/2025	Y	.00		.00
23440	11/11/25			0120252030020643		COOP GOSTORE	1039	UNION BANK & TRUST COMP	N	.00		800.00
3/26	11/11/25					ADD ON		11/14/2025	Y	.00		.00

EFINANCE - POWERSCHOOL
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 TIME: 13:25:52

ESU COORDINATING COUNCIL
 BATCH MANUAL CHECK EDIT LIST

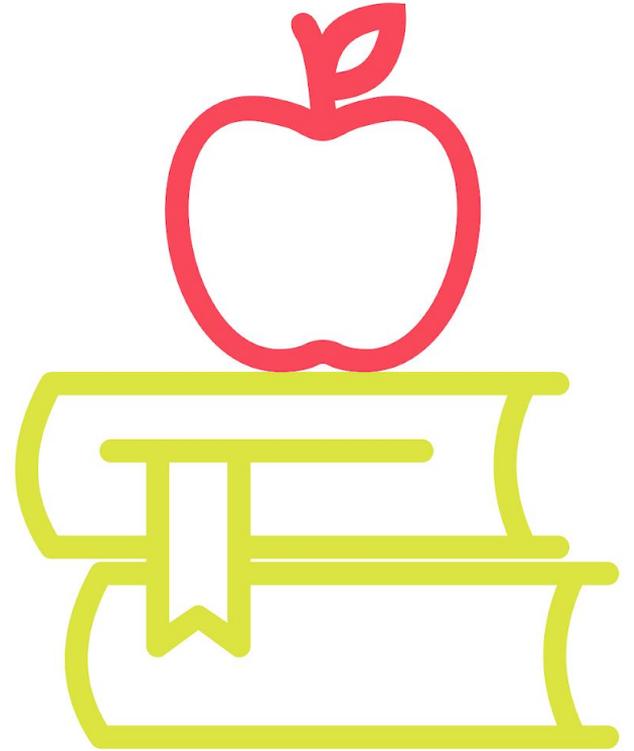
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RECORD PERIOD	ENTERED ENTRY BY	PO	P/F ACCOUNT	ORG UNIT INVOICE	ACCOUNT	DESCRIPTION	VENDOR	VENDOR NAME CHECK DATE	1099 HOLD	SALES TAX USE TAX	TAX	AMOUNT DISCOUNT
23450	11/11/25			0120252030020643		COOP MAILCHIMP	1039	UNION BANK & TRUST 11/14/2025	COMP N Y	.00 .00		93.50 .00
3/26	11/11/25			0120252030020643		COOP AMIDAWARE	1039	UNION BANK & TRUST 11/14/2025	COMP N Y	.00 .00		70.00 .00
23446	11/11/25			0120258040020580		SRS SECC NE CYBER ISAACS	1039	UNION BANK & TRUST 11/14/2025	COMP N Y	.00 .00		129.00 .00
3/26	11/11/25			0120258040020643		SRS ATLISSIAN	1039	UNION BANK & TRUST 11/14/2025	COMP N Y	.00 .00		10.00 .00
23451	11/11/25			0120258040020643		SRS AMIDAWARE	1039	UNION BANK & TRUST 11/14/2025	COMP N Y	.00 .00		115.00 .00
3/26	11/11/25			0120258065020643		TECH GEN JETBRAINS ANNUA	1039	UNION BANK & TRUST 11/14/2025	COMP N Y	.00 .00		753.04 .00
23447	TOTAL CHECK EFT00290											5,485.72
23443	TOTAL BATCH											647,195.99
	TOTAL REPORT											647,195.99

Nebraska Literacy for ALL



Nebraska Department of Education





Nebraska's Literacy Efforts



Nebraska Literacy Vision

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

Goals

- **Increase third-grade proficiency on NSCAS ELA to 76% by 2030**
- Increase the percentage of Nebraska K-3 students who meet the Nebraska Reading Improvement Act approved assessment thresholds.
- Ensure 100% of Nebraska educator preparation programs are implementing evidence-based instruction for teachers grounded in the science of reading.

Nebraska Literacy Project

LEADERSHIP

Tenet 1

Professional Learning System

Tenet 2

Curriculum and Teacher Preparation Aligned to Evidence-Based Reading Instruction

Tenet 3

Regional Literacy Coaches

Tenet 4

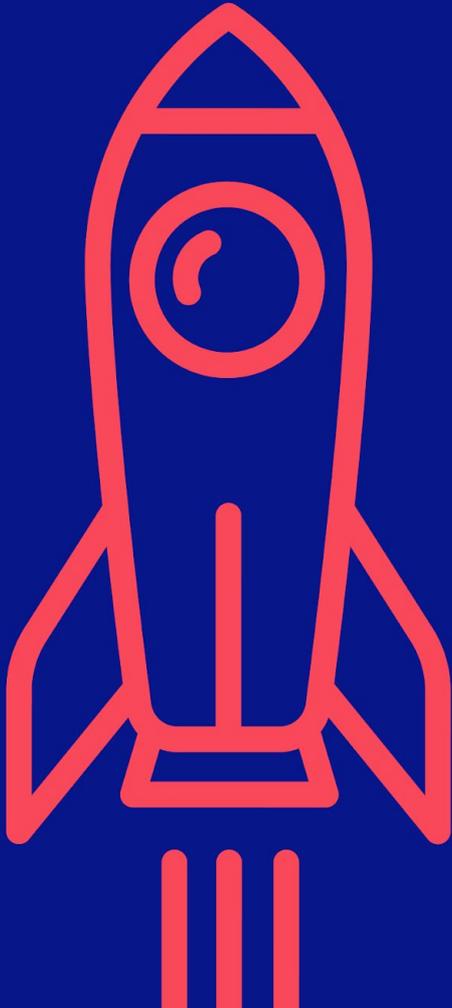
Data Collections to Evaluate Effectiveness

Tenet 5

Family Literacy and Pre-K Programs



CLSD Updates



Fueling Nebraska's Literacy Journey



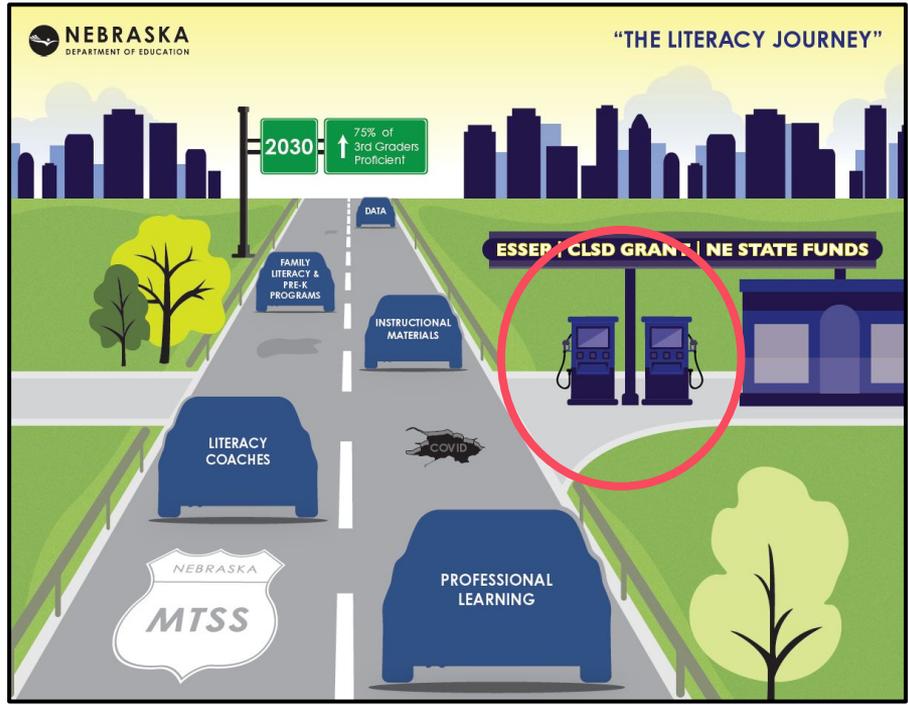
Evidence-based Literacy Practices



Capacity-building



Focus; results-driven



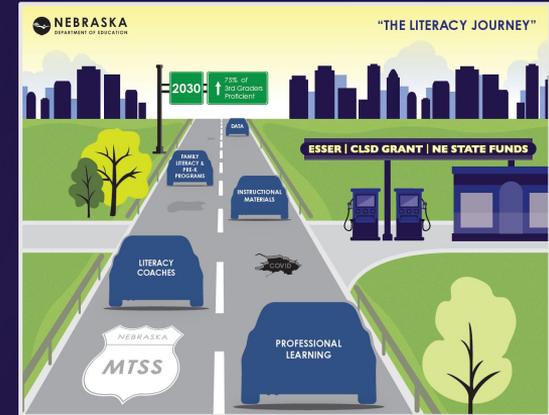
CLSD Program Purpose

To advance literacy skills, including pre-literacy skills, reading, and writing, for all children from birth through grade 12



Nebraska State Literacy Goal

Increase third-grade proficiency on NSCAS ELA to 75% by 2030.



CLSD Goals

- **Cohesion** and **alignment** of statewide tools and resources.
- **Statewide teacher** and **leader training** and **preparation** in **structured literacy** and the **Science of Reading** encompassing strategies from early childhood through adult literacy.
- Support the **selection, implementation,** and **continuation** of **high-quality instructional materials (HQIM)** and **evidence-based literacy practices** to promote adequacy in resources for all students in early learning programs and school settings.

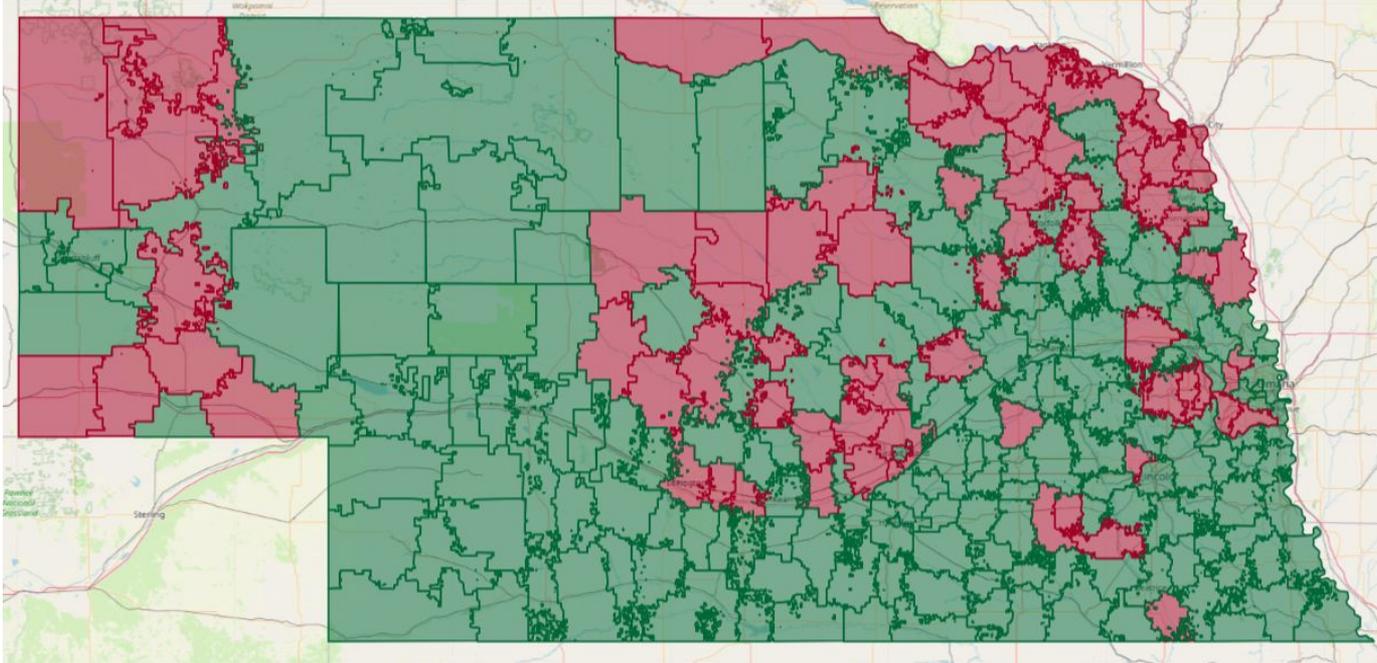


Statewide Literacy Goals



- **63%** of students with a disability will meet or exceed proficiency on NSCAS ELA.
- **94.5%** of participating four year old children will achieve significant gains in oral literacy.
- Increase third grade proficiency on NSCAS ELA from to **75%** by 2030.
- **78.5%** of 5th grade students will meet or exceed proficiency on state reading assessments.
- **81.5%** of 8th grade students will meet or exceed proficiency on state reading assessments.
- **73%** of high school students will meet or exceed proficiency on state assessment, currently measured by the ACT.

CLSD Impact- **46** sub grants awarded



Allowable Use of Funds

Professional Learning

High-Quality Instructional Materials

Curriculum Based Professional
Learning

Literacy Focused School
Improvement



Year 1 concluded on Sept. 30th

Year 2 began on Oct. 1st and continue through Sept. 30, 2026

Training for all CLSD leaders in the use of the **Instructional Practice Guide (IPG)**

Focus on **moving from plan on paper to focused implementation**

Weekly webinars have covered a variety of topics

Instructional Practice Guides (IPGs) for ELA & Foundational Skills



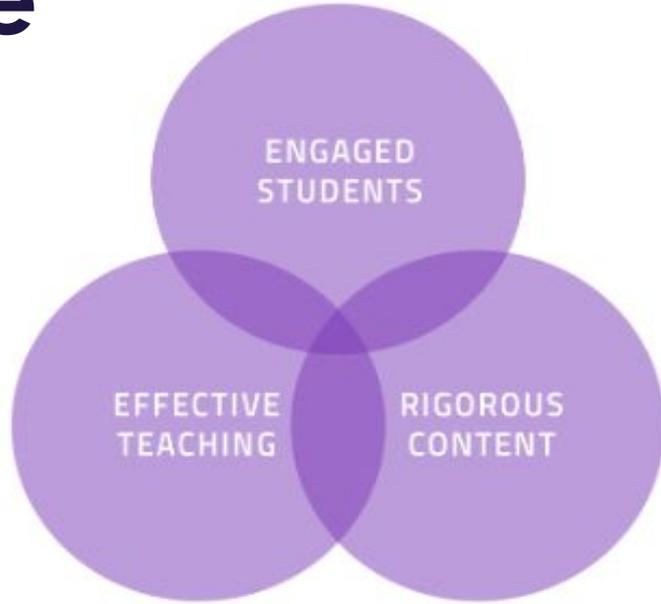
NEBRASKA
INSTRUCTIONAL
MATERIALS
COLLABORATIVE



The IPG is a content-specific observation tool used to assess standards alignment, effectiveness of instruction, and meaningful student engagement.



Elmore's Instructional Core



We know from the research that improving core instruction is the key to improving learning.

“To improve student learning, you can raise the level of the content that students are taught. You can increase the skill and knowledge that teachers bring to teaching of that content. And you can increase the level of students’ active learning of the content. That’s it.”

-Dr. Richard Elmore



Purpose of the IPG

- a *classroom observation tool* that describes “**core actions**” associated with ***standards-aligned content, effective teaching, and meaningful student engagement***
- a tool that **facilitates meaningful teacher feedback**
- a **10-15 min.** snapshot of **instruction** AND
- a tool that **reveals trends in instruction & implementation of materials**, allowing leaders to identify PL needs
- **a tool that builds *instructional leadership capacity***



The IPG is NOT...

- a teacher evaluation tool
- for a one-time walk-through event
- to be used only by ELA content experts
- to make instructional staff feel uncomfortable



Used well and often, the IPG:



builds a leader's capacity to observe high-quality, standards-aligned, engaging instruction.



reveals trends across classrooms, especially for the implementation of HQIM



provides actionable data for the design of professional learning



Compliance → **Commitment**

“IPG Requirements”

Grade K-12 Age Band ONLY

- Report/Submit IPG data for all teachers participating in CLSD funded activities 2 times per year **(Fall and Spring collection)**
- [IPG Guidance & FAQ for CLSD](#)
- [CLSD One Stop Shop](#)
- **CLSD Support:**
 - Victoria Katzberg: victoria.katzberg@nebraska.gov
 - Jamie Cook: jamie.cook@nebraska.gov



Regional Literacy Coaches

Tenet 2 Tri-Leads

Dr. Larianne Polk, Amy Rhone, & Olivia Alberts



Nebraska Revised Statute

79-2607

(3) The State Department of Education shall work with educational service units to provide regional coaches to approved or accredited elementary schools to provide assistance and job-embedded training relating to evidence-based reading instruction to teachers who teach students in kindergarten through third grade.





NDE Nebraska Literacy Project Overview (1 vision, 3 goals, 5 tenets)

Vision

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

Goals

Increase third-grade proficiency on NSCAS ELA to 75% by 2030

Sub Goals

- Increase the % of Nebraska K-3 students who meet the Nebraska Reading Improvement Act approved assessment thresholds
- Ensure 100% of Nebraska educator preparation programs are implementing evidence-based instruction for teachers grounded in the science of reading

Tenet 1 Professional Learning System

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

Tenet 2 Curriculum and Teacher Preparation Aligned to Evidence-based Reading Instruction

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

Tenet 3 Regional Literacy Coaches

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

Tenet 4 Data Collections to Evaluate Effectiveness

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

Tenet 5 Family Literacy and Pre-K Programs

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



Year 1: July 1, 2024- June 30, 2025

Year 1: July 1, 2025- June 30, 2026

Year 1: July 1, 2026- June 30, 2027

Regional Literacy Coaches

Focus for Coaching: Coaching to provide school-system leadership teams (district level implementation team) job-embedded training and support to help implement evidence-based reading instructional program at the school system level.

Year 1 Planning Phase:

July 1, 2024- December 31, 2024
Phase 1 Coach Onboarding:
January 1, 2025-June 30,

5 Regional Coaches + ESU 18
and ESU 19 @ \$78,000 each =
\$546,000.00

17 ESUs Stipend for Summer
Coach Training @ \$20,000.00 =
\$340,000.00

Coach Training
\$965,467 (Summer 2025) MOU

Phase 1 ESU's Regional Coach
hiring begins

Develop Coach Training with 7
Phase I - ESU Regional Coaches

Provide Coach Training
Summer 2025

Phase One Coaches:

July 1, 2025-June 30, 2026

Year 2 Planning Phase:

July 1, 2025-June 30, 2026
Phase 2 Onboarding:
July 1, 2025-June 30, 2026

Dollars "available" July 1, 2025
7 Regional Coaches @ \$105,882.00
each = \$741,174.00

Unexpended MOU Funding follows the
ESU

10 Remaining ESU's Regional Coach
Onboarding @ \$78,000.00 =
\$780,000.00

Coach Training - MOU
\$330,293.00 (2026)

Phase 2 ESU's Regional Coach hiring
and onboarding begins.

Continue Regional Coach Training
and Support Network Convenings

Provide Coach Training

Instructional Practice Guide (IPG)
Walkthrough Tool/Training

Begin Legislative advocacy for
ongoing funding

Phase Two Coaches

July 1, 2026-June 30, 2027

Dollars "available" July 1, 2026

17 Regional Coaches @
\$105,882.00 each = \$1,800,000.00

Coach Training - MOU \$51,467.00
(2027)

Remaining 10 ESUs complete hiring
of Regional Coach, after which all
17 ESUs will have a Regional
Literacy Coach.

Instructional Practice Guide (IPG)
Walkthrough Tool/Training

Continue Legislative advocacy for
ongoing funding

Phase Three

July 1, 2027-June 30, 2028

No state funding.

Data and evaluation will
demonstrate impact. The NDE
aims to use those insights to
attract private funding and
secure future legislative support.
The coaching model focuses on
leadership teams, ensuring
sustainability beyond the current
funding.

17 ESU Regional Literacy Coaches

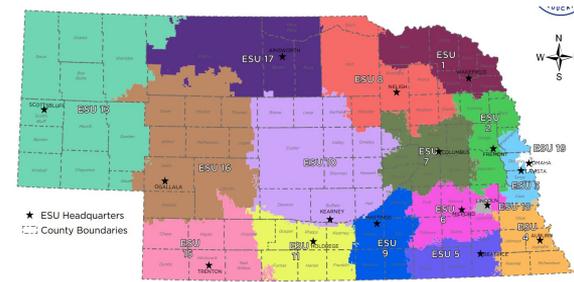
Instructional Practice Guide (IPG)
Walkthrough Tool/Training

\$1,851,467 state funding (spent by June 30th of each subsequent year)



Phase I and 2 Regional Coaches

*Amy Mundil, ESU 1, amundil@esu1.org	*Claudine Kennicutt, ESU 10, ckennicutt@esu10.org
*Caryn Zietlow, ESU 2, czietlow@esu2.org	Jayme Schroeder, ESU 11, jayme.schroeder@esu11.org
Jen Johnson, ESU 3, jenjohnson@esu3.org	Stephanie Smith, ESU 13, ssmith@esu13.org
Erin Trusty, ESU 4, etrusty@esu4.net	*Angie Dickey, ESU 15, a.dickey@esu15.org
*Tricia Hintz, ESU 5, thintz@esu5.org	ESU 16- no information provided
ESU 6- no information provided	Kelli Gibson, ESU 17, kgibson@esu17.org
ESU 7- no information provided	*Lisa Oltman, ESU 18, loltman@lps.org
ESU 8- not hired	*Miki Holbeck, ESU 19, michelle.holbeck@ops.org
Kayla Perry, ESU 9, kayla.perry@esu9.us	
Unfilled positions will be supported by RLCs within your <u>NeMTSS Region</u>.	



*** Phase 1 Coach**



MOTTO Nebraska Literacy Coaching - Growing Readers and Writers

MISSION

To empower Nebraska educators through collaborative, system-level coaching that is job-embedded, data-driven, and grounded in evidence-based literacy practices. Through continuous learning and shared leadership, we aim to close opportunity gaps and elevate literacy outcomes across the state.

VISION

We envision a future where every Nebraska student is a confident, capable reader and writer by third grade and beyond—supported by skilled and knowledgeable educators, aligned literacy systems, and strong school, family, and community partnerships.



Regional Literacy Coaching

Work side by side with literacy teams to implement the Fundamentals in your districts.



What you would expect an RLC to be doing now....

The Nebraska Regional Literacy Coaches (RLCs) are currently **focused on building the foundation for effective coaching** across the state. This year, their primary work includes **completing AIM certification**, **partnering with one teacher in a selected district**, hosting **literacy roadshows**, **developing IPG trainings**, and **building relationships** with their membership districts.



Year 3 Expectations

Next year, RLCs will **shift toward applying** this **learning by expanding their coaching practice** with **districts and teachers**, recognizing that **coaching has the potential to positively impact everyone in the system.**



Regional Literacy Coach FAQ



Questions?





Thank You!

Jamie Cook: jamie.cook@nebraska.gov

Amy Rhone: amy.rhone@nebraska.gov

Olivia Alberts: olivia.alberts@nebraska.gov

Dr. Larianne Polk: lpolk@esucc.org

SRS and Project Para Staff Report

November, 2025

SRS

The SRS team is doing some planning for future software enhancements and sustainability. Todd Hatcher is joining us this month and will share a presentation on our roadmap.

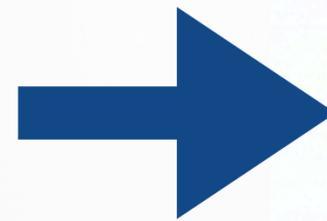
We are excited to welcome Aaron Callaway to our technology division this week as a software developer. Aaron comes to us with a background in education and technical skills that will help us advance many of our software projects.

Project Para

An updated version of the Para Canvas courses has been prepared, is being reviewed and is planned for release around January 1st, 2026. In the summer of 2026, we plan to begin charging a per-student fee of \$10 for users of the Project Para courses from outside of Nebraska to cover the costs associated with the Canvas seat licenses and support.

BUILDING FOR THE FUTURE

SRS

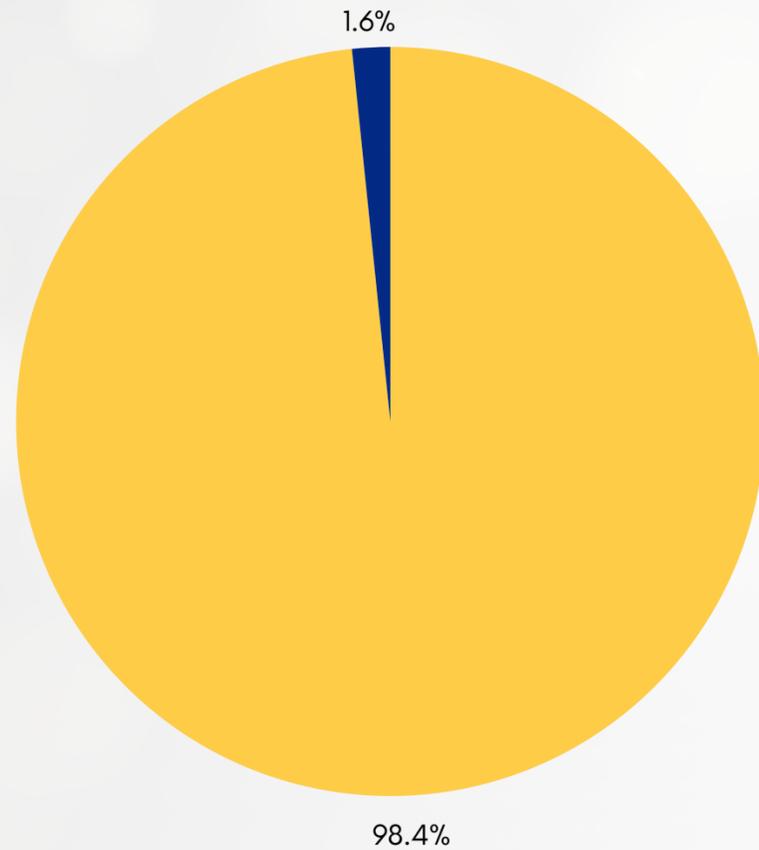


ADDING ON

Building On Potential....



SERVING NEBRASKA



44,458 IEPs were created in SRS during the 2024-2025 school year

Special Education Records:

240 of 244 Public districts use SRS



12,060 school staff are active in the SRS system

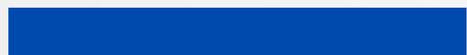
TEAM



TALENTED

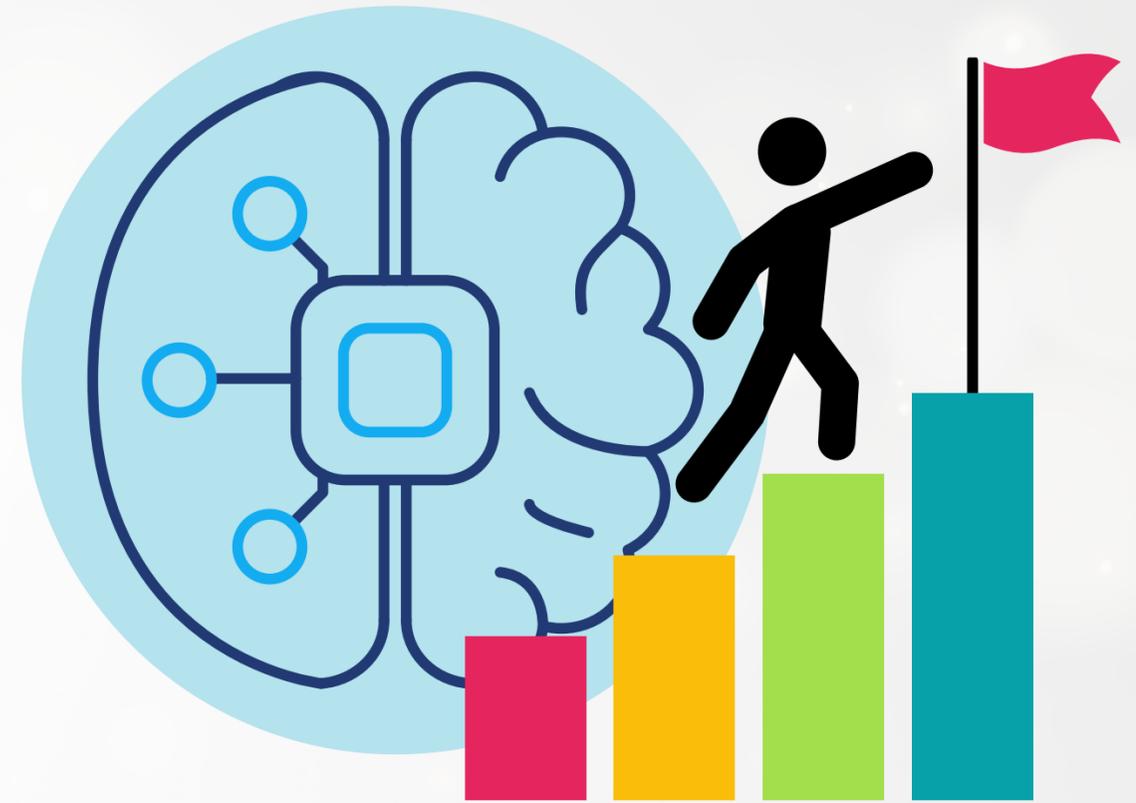
CAPABLE

SATURATED





Electronic Signatures



AI Integrations



MIPS Logging/Tracking

EXPLORING EXTRA RESOURCE POSSIBILITIES

1

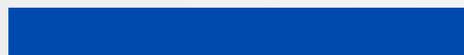
Investment from
operating reserves

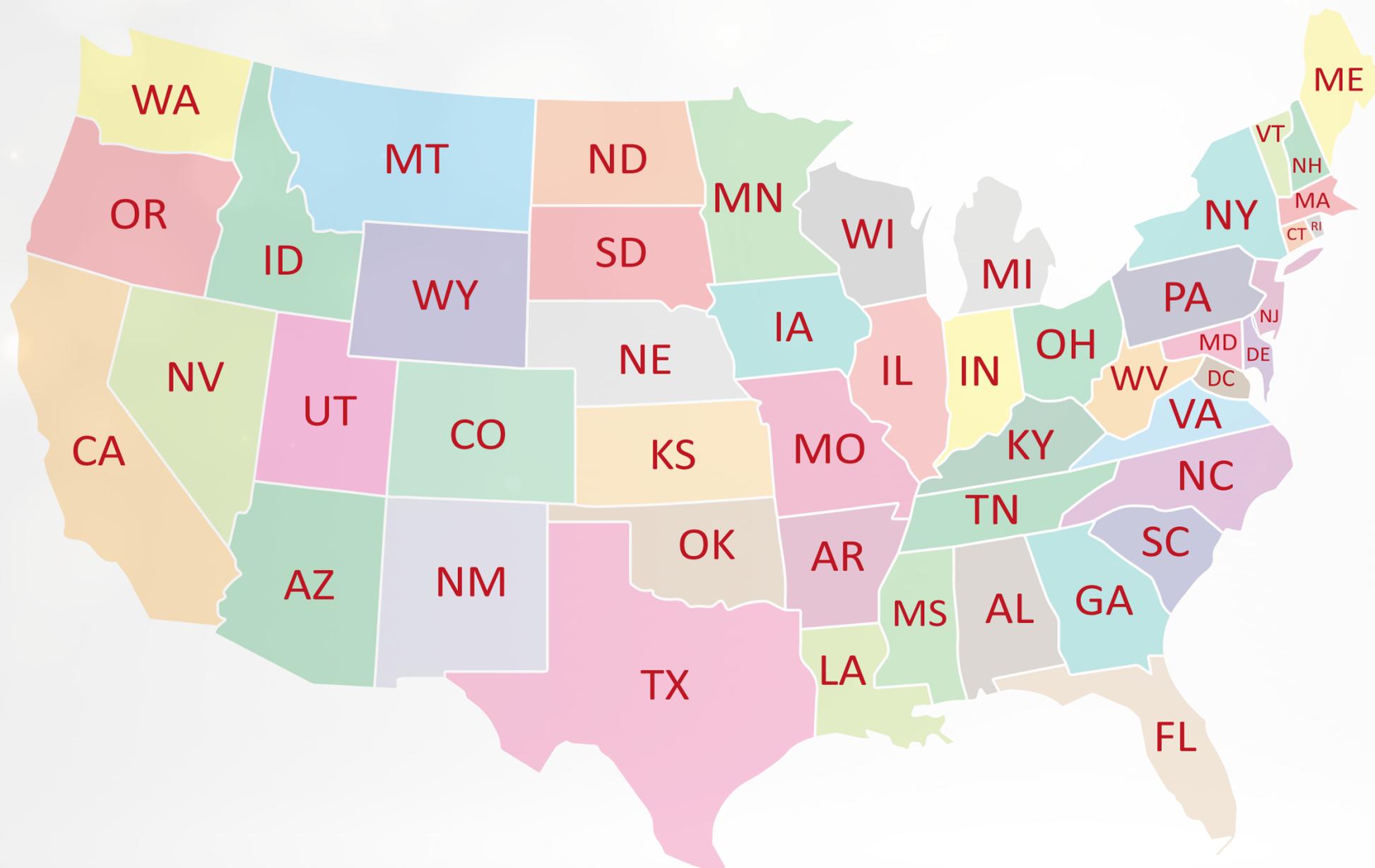
2

Grant / special
contract funding

3

Outside investment by
other interested states





WHAT IS NEEDED SO
SRS CAN BE
GENERALIZED FOR
OTHER STATES?

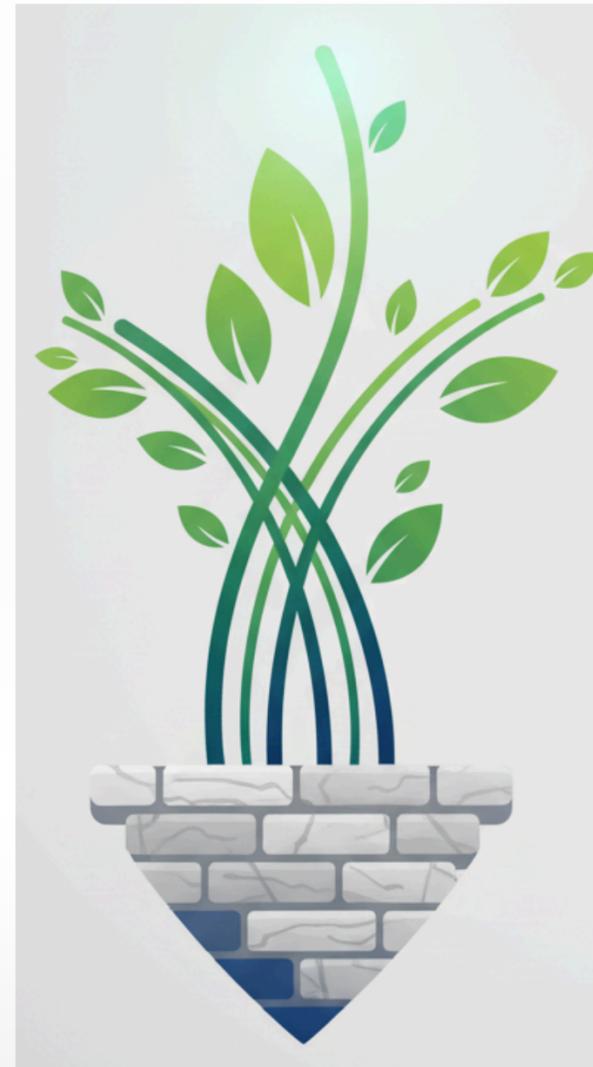
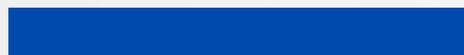
A STRONG FOUNDATION

Enhanced Services for Tomorrow

Long-term Vision

Sustainable Impact and Growth

A Future Built Together



SRS

Student Records System



Ed Resources Committee Report

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

PROJECT DIRECTOR: Andrew Easton

REPORT PERIOD: October 2025

COMMITTEE REPORT: CHIEF LEARNING OFFICER

Teaching and Learning Efforts (Organized alphabetically by initiative)

- **Accessibility**
 - Continued to update and add to the [Nebraska ESUCC Accessibility Support Site](#) to better support ESUs and schools in their efforts to adhere to the ADA WCAG 2.1 Guidelines
 - Attended the TLT training on accessibility on 10/22

- **Artificial Intelligence**
 - Collaboration with ESU 16 on the development of an AI support for literacy with Swivl shifted to a conversation on AI in math and/or STEM. I've reached out to several other ESUs to explore partnering for a Literacy + M2 Project
 - Presented a full day training on AI in education at ESU 4 10/27
 - Hosted the TLT Oct 23rd Professional Learning: [CRITICAL CONVERSATIONS ON AI INTEGRATION IN K-12 SCHOOLS](#)
 - Attended the SETDA Leadership Summit in Washington DC

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

- **Canvas Consortium**
 - 12 Days of Canvas starts on December 1st
 - The Canvas Consortium team has put together data to be shared per the previous request from the board.

- **Digital Citizenship**
 - [2025 ESU DigCit Symposium](#)
 - Partnered with NDE and Grindstone Media to create a promotional video about Digital Citizenship in Nebraska that featured this event. That video will be shared on the ESUCC Site, SupportED site, and social media.

 - **NE Digital Citizenship Collaborative**
 - Meeting with Digital Citizenship content providers to identify and communicate what resources are available to schools as a page on the SupportED site. This info will be inclusive of resources to support educators, students, and families.
 - Aim: Post a statewide collection of resources through a page on the SupportED site
 - Members include...
 - ESU DigCit Leadership: Peg Coover, Otis Pierce, Jody Bauer, Jaci Palmer, Lori Biesecker, and Laurie Kerr
 - Dorann Avey with NDE
 - Adam Vinter of Common Sense Media and ESU 19/OPS
 - Dr. Chris Haeffner and Joy Harvey of ESU 18/LPS
 - Dr. Kristen Mattson, national speaker, author, and consultant

- **Distance Learning, NVIS, and VFT**
 - **Video Series Highlighting DL**
 - [DL Promo Video](#)
 - [DL Administrator Testimonial](#)
 - DL Teacher Testimonial (Awaiting additional draft of this video)
 - [DL Student Testimonial](#)
 - [The Latest in DL Technology](#)
 - Additional communication resources in support of DL
 - [Distance Learning One-Pager for 2025](#) (Updated)
 - [Norms for On-Site Proctors and Special Education Staff](#)

 - **Development of a DL Teacher Support Site**
 - In June and July we identified content for the [DL Teacher Support site](#), which I then created as a draft in Google Sites. We have continued to meet ongoing and revise/add to this site with an expected launch date of late January.

- Created an agenda and materials with Nick Ziegler of ESU 5 to partner with the ESU 5 World Language department to develop videos and templates that feature some best practices for DL teaching and learning.
 - **NVIS Updates**
 - The NVIS home page was updated to create a space for schools to request a course.
 - **DL Communication and Efforts to Generate Courses**
 - Accepted to present at the state's school counselor's conference in November was accepted
 - Met with representatives from Metro Community College to explore options
 - ESU 13 continues to work toward offering DL course from their alternative education teachers
 - ESU 18/LPS will now be offering teachers a stipend for delivering DL courses
- **ESUCC Updates**
 - Ongoing efforts toward the ESUCC.org site redesign that will be available in March 2026
 - Ongoing efforts in developing an ESU affiliate facing ESUCC newsletter that we intend to release this fall
 - Conversations have started regarding a second ESUCC newsletter that would be for sharing broadly with educators
 - First podcast recording in [Riverside](#) took place and we are learning how to use it to help us elevate the podcast recording process and enhance our social media content (reels)
- **Future Ready Nebraska Conference**
 - 2026 FR Nebraska Conference (6/1-2/26)
- **The Good Life EDU Podcast**
 - Created 4 new episodes of [The Good Life EDU](#) Podcast
 - **Episode 225: [Reimagining EdTech: Why Brisk's Arman Jaffer Says AI Should Follow the Teacher](#)** with Brisk CEO and founder Arman Jaffer
 - **Episode 224: [Balancing Literacy and AI: A Radical Centrist's Take](#)** with Short Answer Co-Founder Adam Spark
 - **Episode 223: [Building Better Digital Citizens: How Hershey Public Schools Is Leading by Example](#)** with Dr. Jane Davis and Anna Weber
 - **Episode 222: [From Digital Citizenship to Digital Literacy and Well-Being: Common Sense Media Launches New Curriculum](#)** with Adam Vinter

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

- **Nebraska PowerSchool Cooperative**
 - St Edward and Alliance joined the Cooperative, so we're back up to 103 districts served. NebPS just completed another successful fall reporting season and are beginning to prep scheduling for 26-27.

- **PDO Planning**
 - PDO Planning Committee met to finalize the schedule for January PDO and to provide input on several talking points regarding potential future revisions to the PDO event.

- **[SUPPORTED Site](#): A Rule 84 Professional Learning Collaboration**
 - Scheduled to meet to finalize the statewide professional learning calendar.
 - Meeting with Digital Citizenship content providers to identify and communicate what resources are available to schools as a page on the SupportED site. This info will be inclusive of resources to support educators, students, and families.
 - The aim for the site is to eventually point to accessibility, AI, digcit, the Nebraska Learning Network, and more.

- **Textbook Loan Program**
 - Scott Isaacson is currently finalizing revisions to the process and ordering system ahead of the 2025-2026 TLP
 - First TLP webinar with participating schools will be held on 12/11/25

CEO Report to Board November 2025

Nov 18, 2025 Committees

Nov 19, 2025 Board

New Business		
<input checked="" type="checkbox"/>	<div style="background-color: #E0E0FF; border-radius: 5px; padding: 2px; display: inline-block;">Executive ▾</div>	<p>ESA Models & Advocacy Strategies: State-by-State Summary</p> <p>Foundation and Business Partners</p> <ul style="list-style-type: none"> - Would like to create a foundation for business partnership dollars. - Establish a mechanism to receive and manage private sector contributions. - Spoke with Craig Peterson the morning of Nov 5th about vendor business partnerships. <p>Massachusetts - Very Small: 1 Staff (Part Time)</p> <ul style="list-style-type: none"> ● ESAs emphasize regional consistency in service delivery. ● Monitor and support services to ensure alignment with state expectations. ● Professional development is framed around state instructional frameworks. <p>Ohio - Very Small: 1 Staff</p> <ul style="list-style-type: none"> ● Created a legislator-friendly video to explain the ESC role. ● ESCs use vendor market analysis to highlight district savings and ROI. ● Advocacy efforts frame ESCs as trusted legislative partners. ● Business Partners <p>Michigan - Very Large: 100+ Staff</p> <ul style="list-style-type: none"> ● Created an impact report for senators on reading coaches. <ul style="list-style-type: none"> ○ Report outlines reach, outcomes, and ROI or ESA-coordinated literacy efforts. ○ Aligned closely with state education department priorities and language. ● Developed a 'data lake' to consolidated state-level data sources for deeper insights. ● Business Partners <p>Minnesota - Very Small: 1 Staff</p> <ul style="list-style-type: none"> ● Operates under a Joint Powers Agreement for coordination across ESAs. ● Allows shared fiscal and policy decisions among partners.

			<ul style="list-style-type: none"> • Uses a statewide tool called Compass to display school data transparently. • Invites members of the State Board of Education to ESA events like Legislative Day. • Presents a model of cross-agency collaboration and public transparency. • Business Partners <p>Colorado - Small: 2 Staff</p> <ul style="list-style-type: none"> • ESAs administer alternative licensure routes for educators. • Supports recruitment in hard-to-staff and rural areas. • Aligns with Nebraska’s RTOP and Grow Your Own pipeline priorities. <p>Pennsylvania - 4 Staff</p> <ul style="list-style-type: none"> • Hosts a multi-state ESA conference promoting cross-state collaboration. • Exploring job alike - similar to Affiliates • Career Tech Centers • Business Partners
<input type="checkbox"/>	Executive ▾	<p>ESUCC Project Goals - Strategic Planning Update</p> <p>Request for Proposal</p>	<p>Update on Director Goal, include proposed timeline</p> <ul style="list-style-type: none"> <input type="checkbox"/> January Present the components to ESUCC Board <input type="checkbox"/> February/March, ESUCC Board decide on consultant <input type="checkbox"/> April+ 2026 Begin working with the selected consultant <input type="checkbox"/> Summer-Fall 2026 Gather data, surveys, focus groups <input type="checkbox"/> Late Fall 2026 Build the plan <input type="checkbox"/> January 2027 Adopt <input type="checkbox"/> February 2027-June 2027, build actions <input type="checkbox"/> Summer All Staff Meeting 2027 Roll out
<input type="checkbox"/>	Educational Resour... ▾	P2E (Pathway to Educator)	Call to Action - P2E Request for Interest
<input type="checkbox"/>	Educational Resour... ▾	BITS Spending	<p>Factors contributing to the BITS 2025-2026:</p> <ul style="list-style-type: none"> • 2024-2025 BITS payment “advanced” based on estimated lottery funds • Lottery sales were down • Advance payment was more than was actual, so the difference needs paid back to NDE • Rather than ESUs writing a check for the overage, 2025-2026 allocations will be reduced

			*see table at the end of the report
<input type="checkbox"/>	FULL BOARD ▾	SORA Report (Standing Item)	ESU SORA usage: <ul style="list-style-type: none"> • MSA “up to \$600” <ul style="list-style-type: none"> ◦ \$250 last year (and this so far) • 7.1.2025-7.31.2025 • 8.1.2025-8.31.2025 • 9.1.2025-9.30.2025 • 10.1.2025-10.31.2025
<input type="checkbox"/>	FULL BOARD ▾	State Board meeting sign up	We are still looking for someone to “attend” the December 2025 State Board of Education Meeting .
<input type="checkbox"/>	FULL BOARD ▾	Draft Calendars	January - review 2 year, and approve <ul style="list-style-type: none"> • 2026-2027 • 2027-2028
<input type="checkbox"/>	FULL BOARD ▾	MSA	Draft in January Vote to approve in February
<input type="checkbox"/>	FULL BOARD ▾	Credit Card Report	<ul style="list-style-type: none"> • Credit Card Report — Annually, the CEO will provide a list of all ESUCC employees who have an ESUCC credit card assigned to them per policy 3008. Credit Card Purchasing Program. <ul style="list-style-type: none"> ◦ Dr. Larianne Polk - ESUCC CEO ◦ Scott Isaacson - ESUCC CIO ◦ Andrew Easton - ESUCC CLO ◦ Craig Peterson - ESUCC Coop Purchasing Director ◦ Becky Sosalla - ESUCC NebPS Cooperative Director
<input type="checkbox"/>	FULL BOARD ▾	Update on Sparq	Discussion regarding Sparq Negotiations
New Since Committee Meetings			
<input type="checkbox"/>			
Old Business			
<input type="checkbox"/>	Select a Committee ▾		

BITS 2025-2026

Total*	\$1,104,000.00					
		Dollars Per ESU	1/2 of the amount (Before Correction)	Correction (To Be Paid Back)	1st Half (With Correction)	2nd Half (Subject to Change)*
	ESU 1	\$53,187.20	\$26,593.60	\$1,848.01	\$24,745.59	\$26,593.60
	ESU 2	\$47,682.11	\$23,841.06	\$1,649.30	\$22,191.76	\$23,841.06
	ESU 3	\$260,746.31	\$130,373.16		\$130,373.16	\$130,373.16
	ESU 4	\$25,346.35	\$12,673.18		\$12,673.18	\$12,673.18
	ESU 5	\$24,285.48	\$12,142.74	\$878.51	\$11,264.23	\$12,142.74
	ESU 6	\$47,338.04	\$23,669.02	\$1,682.76	\$21,986.26	\$23,669.02
	ESU 7	\$50,405.98	\$25,202.99	\$1,815.58	\$23,387.41	\$25,202.99
	ESU 8	\$44,413.46	\$22,206.73	\$1,671.26	\$20,535.47	\$22,206.73
	ESU 9	\$38,736.34	\$19,368.17	\$1,367.96	\$18,000.21	\$19,368.17
	ESU 10	\$108,553.50	\$54,276.75		\$54,276.75	\$54,276.75
	ESU 11	\$21,704.97	\$10,852.48	\$769.74	\$10,082.74	\$10,852.48
	ESU 13	\$59,065.03	\$29,532.52	\$2,105.28	\$27,427.24	\$29,532.52
	ESU 15	\$16,056.51	\$8,028.26		\$8,028.26	\$8,028.26
	ESU 16	\$30,278.00	\$15,139.00	\$1,114.87	\$14,024.13	\$15,139.00
	ESU 17	\$7,225.43	\$3,612.72	\$265.64	\$3,347.08	\$3,612.72
	ESU 18	\$124,581.34	\$62,290.67	\$4,561.97	\$57,728.70	\$62,290.67
	ESU 19	\$144,393.93	\$72,196.97	\$4,964.62	\$67,232.35	\$72,196.97
	Totals	\$1,104,000.00	\$552,000.00	\$24,695.50	\$527,304.50	\$552,000.00



ESUCC

Educational Resources Committee Meeting

Tuesday, November 18, 2025, 12:30 PM

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

Attendance Taken at 12:31 AM.

Dr. Brenda McNiff (ESU 05): Present

Marci Ostmeyer (ESU 07): Present

Dr. Laura Barrett (ESU 13): Present

Geraldine Erickson (ESU 17): Present

Dr. Kanyon Chism (ESU 19): Present

1. Call to Order

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

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

1.1. Roll Call

2. ESU Professional Development Organization (PDO) and Affiliate Reports
Affiliates provided their updates in written reports.

2.1. Staff Development Affiliate (SDA) Report

2.2. ESU Special Education Director (ESPD) Affiliate Report

2.3. Teaching and Learning with Technology (TLT) Affiliate

3. Literacy Project - RLC's, CLSD, and IPG Discussion

Jamie Cook, NDE Literacy Officer, will share literacy updates regarding RLC's, CLSD, and IPGs.

Jamie Cook, NDE Literacy Officer, reviewed the attached Nov. ESUCC Literacy and RLC Presentation.

4. Nebraska Department of Education (NDE) Updates

Nebraska Department of Education Updates from:

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

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

5. PDO Reimagined Update

ESUCC CEO Dr. Polk and ESUCC CLO Easton will provide an update on PDO Reimagined document changes and review the draft calendars.

Recommended Motion: Recommend to the ESUCC Board to approve the ESUPO Reimagined Proposal, as presented.

ESUCC CLO Andrew Easton noted there have been no significant changes to the proposal since the last discussion. TLT will now be named Teaching and Learning Through Innovation.

The committee made a suggestion to have the November 2026 and future November ESUCC Committee and Board Meeting dates moved to all one day, on the Tuesday before the State Education Conference. There was also a suggestion to have the May 2027 PO and corresponding May meetings moved to the 2nd week of May due to many ESUs having their end of the year staff meetings. These suggestions will be updated on the draft calendars, which will be reviewed and voted on at the January 2026 meetings.

Recommend to the ESUCC Board to approve the ESUPO Reimagined Proposal, as presented Passed with a motion by Barrett, Laura (ESU 13) and a second by McNiff, Brenda (ESU 05).

Dr. Brenda McNiff (ESU 05): Yea

Marci Ostmeyer (ESU 07): Yea

Dr. Laura Barrett (ESU 13): Yea

Geraldine Erickson (ESU 17): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 5, Nay: 0

6. Chief Executive Officer (CEO) Report

- CEO Report to the Board November 2025

ESUCC CEO Dr. Polk reviewed the attached CEO Report to Board November 2025 document.

6.1. Tech Support (SRS and Project Para) Update

- SRS
- Project Para

ESUCC CIO, Scott Isaacson and Assistant Technology Director, Todd Hatcher reviewed the attached SRS Board Presentation to the committee.

6.2. Distance Learning, Training Support, and Instructional Materials

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

ESUCC CLO Andrew Easton reviewed the attached Teaching & Learning ESUCC Ed Resources Committee Report-11.6.2025 document.

6.3. SMART

7. Next Meeting Agenda Items

- Would the committee like Amy Rhone to have a separate agenda item in January to discuss the changing federal landscape? If so, just on the Ed Resources committee? Ed Resources and the Board? The Board only? If on the board, the agenda item needs to be at 10:45am CST or later.

8. Adjournment

The Educational Resources Committee Meeting adjourned at 1:49pm.

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

ESUPO Reimagined Proposal 3.1

Problems Needing Solutions

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

Proposal #3.1

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

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

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

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

Fall ESUPO Event: September - Kearney

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

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

- ESUCC staff have flexibility to attend Affiliate meetings if necessary

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

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

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

Spring ESUPO Event: May - LaVista

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

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

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

	<ul style="list-style-type: none"> ○ Leadership Role(s) and Responsibilities ○ Budget Creation and Approval ○ Voting ● Affiliates review/revise every 5 years (or sooner if needed). ● ESUCC reviews initial by-laws and revisions as they occur
<p>Recognition Celebration</p>	<ul style="list-style-type: none"> ● In conjunction with May PO ● Evening Recognition: <ul style="list-style-type: none"> ○ 5 yr, 10, yr, 15 yr, 20 yr, 25+ ○ Retirees ● Meal and recognition. ● ESUCC to formalize resolution for retirees in a CC meeting ● Recognition for retirees from ESU Colleague not to exceed 5 minutes ● Response from retiree (if they want the time) not to exceed 2 minutes ● All other recognitions will be collectively acknowledged by years of service ● Any ESU member and honoree family members are welcome ● Non ESU attendees will be billed to the ESU with which the recognized staff member is affiliated ● Any staff or guests will be billed for the meal ● Retiree meal paid for by PO budget ● Only budgeted costs are the meal and room <ul style="list-style-type: none"> ○ Meal is flow through ○ Room is within PO budget
<p>Social Events</p>	<ul style="list-style-type: none"> ● Suggested Meet ups: <ul style="list-style-type: none"> ○ Examples: <ul style="list-style-type: none"> ■ Run/walk and/or coffee meet-ups in the AM ■ Fyre after Recognition Celebration, ■ Sundaes at Angus in the afternoon ■ Smash Park ■ Top Golf ● Anyone can attend any or all

**ESUCC Staff
Support for
Affiliates**

Will Do

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

Might Do

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

Won't Do

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

Start Date	End Date	Start Time	End Time	Location	Room	Event
July 2026						
July 22, 2026	July 22, 2026	10:00 AM	11:00 AM	Zoom	Zoom	PO Planning
July 27, 2026	July 27, 2026	11:00 AM	12:00 PM	Zoom	Zoom	TLT/Distance Learning Coordinators
July 28, 2026	July 28, 2026	1:00 PM	4:30 PM	Younes North, Kearney	TBA	ESUCC/NDE Rule 84 Meeting
July 29, 2026	July 29, 2026	3:00 PM	5:00 PM	Younes North, Kearney	TBA	ESUCC Budget Review Meeting
August 2026						
August 31, 2026	August 31, 2026	11:00 AM	12:00 PM	Zoom	Zoom	TLT/Distance Learning Coordinators
September 2026						
<i>September 17, 2026</i>	<i>September 17, 2026</i>	<i>12:00 PM</i>	<i>4:00 PM</i>	<i>ESU 3, La Vista</i>	<i>Niobrara</i>	<i>SRS Advisory Meeting*</i>
September 15, 2026	September 15, 2026	10:00 AM	11:30 AM	ESU 10, Kearney + Zoom	TBD	ESUCC Executive Committee Meeting
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September 15, 2026	September 15, 2026	12:30 PM	1:45 PM	ESU 10, Kearney + Zoom	TBD	ESUCC Educational Resources Committee Meeting
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Coop Directors report to ESUCC Board
submitted by: Craig Peterson

1. Coop Summary

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

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

	2022-23	2023-24	2024-2025	2025-2026 Partial year
Sales	\$28,863,734.69	\$26,202,146.01	\$25,233,978.98	\$6,411,912.43
Revenue expected/received	\$649,836	\$572,784.19	\$552,759.65/\$522,496.54	\$127,825.07/\$54,699.77
Savings	\$7,875,838.03	\$8,221,418.21	\$8,477,945.64	
Total Savings %	27.29%	31.38%	33.60%	

YTD Last Fully Reported Quarter

Q3 2024	Q3 2025 (Not all Vendors have reported)	Change	% Change
\$6,381,000.83	\$6,411,912.43	\$30,911.60	0.48% Increase

By Program (2025-2026 Q3, fully reported)

AEPA – is up \$55,888.37 in Q3

Special Buys – is up \$130,962.73 in Q3

Prime Vendor – is down \$-115,936.55 in Q3

Food Vendor Sysco– was up \$493,140.44

Custodial - HD Supply is now being reported as a Special Buy accounting for the decrease in this category

Annual Buy – was down \$-40,002.95 due to no Extended buy and Innovative Office Solutions now reported as a Special Buy.

All Programs combined – was up \$30,911.60 for Q3 over the 2024-2025 school year.

ESUCC Marketplace Metrics last 30 days (11/03/2025)

- New Users 15 – down 44%

- Users' w/ Login 190 – up 47%
- User's w/ Order 37 – down 10%
- Orders 64 – up 21%
- Marketplace Spend \$166,424.63– up 450%, one order from OPS was \$130,000
- Items Replaced 3 – up 50%
- Savings Achieved with Replacements - \$62.26 down 62%
- Spend By Month (Last 12 Months)
 - November 2024 - \$30,685.86
 - December 2024 - \$15,463.87
 - January 2025 - \$27,121.41
 - February 2025 - \$414,492.75
 - March 2025 - \$1,025,672.13
 - April, 2025 - \$1,889,803.79
 - May, 2025 - \$264,441.05
 - June, 2025 - \$202,293.09
 - July, 2025 - \$101,188.79
 - August, 2025 - \$45,729.56
 - September, 2025 - \$28,860.13
 - October, 2025 - \$170,778.05
- Total Sales through ESUCC Marketplace January 1 – December 31
 - 2025 - \$4,171,383.95 (10 months 11/03/2025)
 - 2024 - \$4,455,077.32
 - 2023 - \$4,678,475.72
 - 2022 - \$4,833,639.06
 - 2021 - \$4,225,591.97
 - 2020 - \$4,989,205.11
 - 2019 - \$4,470,323.01
 - 2018 - \$4,449,044.40
 - 2017 - \$3,863,795.56
 - 2016 - \$4,070,589.58
 - 2015 - \$28,155.70

2. Coop Contracts for Approval

a. Special Buy Contracts/Addendum/Extensions

- i. Approve Addendum to 2025-2028 Special Buy with Notable Inc.
 - Adding the Kami Companion Product Offering
 - Approved by legal counsel on 11/11/2025
- ii. Approve Special Buy with Access Period
 - This is a Nebraska based vendor dealing in low-cost Menstrual Products. They are also looking to respond to the Annual Buy bid.
 - Pending legal counsel approval
- iii. Approve Extension to 2022-2025 Special Buy Agreement with WeVideo

3. Interlocal Agreements for Approval

- a. Saint Francis Indian School, Saint Francis South Dakota, Approved by legal counsel on November 7, 2025.

4. 2025-2026 Coop Goal

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

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

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

5. 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. **Bid closes on December 10, 2025 (200,300,400,500,600,700,800,850,900 sections) and January 2, 2026 (100 Technology section).**

i. **Shareable List for Schools**

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

b. **Training dates & [registration](#)**

- i. November 25, 2025 9:00 am 11:00 am CT - New District Personnel - Coop Marketplace Training – Zoom
- ii. December 17, 2025 1:00 pm 3:00 pm CT - New District Personnel - Coop Marketplace Training – Zoom
- iii. January 9, 2026 9:00 am 1:00 pm CT - New District Personnel - Coop Marketplace Training – Zoom
- iv. January 12, 2026 10:00 am-12:00 pm CT - Coop Marketplace Training – Zoom
- v. January 15, 2026 10:00 am 12:00 pm CT - Coop Marketplace Training – Zoom
- vi. January 19, 2026 11:00 am 1:00 pm CT - Coop Marketplace Training – Zoom
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- viii. January 21, 2026 10:00 am 12:00 pm CT - Coop Marketplace Training – Zoom
- ix. January 22, 2026 1:00-4:00 pm CT - New District Personnel - Coop Marketplace Training – Zoom
- x. January 26, 2026 10:00 am 12:00 pm CT - Coop Marketplace Training – Zoom
- xi. January 27, 2026 9:00 am 12:00 pm CT - New District Personnel - Coop Marketplace Training - Zoom

6. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 31 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.

- a. **IFB #026 Solicitations released on July 31 in the following categories (September 16th bids were opened). Vendor Recommendations for Award will be made and voted on at the December 1-3 meeting in Colorado Springs.**
 - 026-A - Furniture (Rebid of current category)
 - 026-B – Health and Wellness (Rebid of current category)
 - 026-C – LED Lighting Supplies & Equipment (Rebid of current category)
 - 026-D – Technology Catalog (Rebid of current category)
 - 026-E – Student Transportation Solutions (New category)
 - 026-F – EMS Supplies & Equipment (New category)
 - 026-G – HVAC Equipment & Installation (Rebid of current category)
- b. **Future AEPA Meetings**
 - Annual Meeting Kansas City, MO April 27-29, 2026
 - Regular Meeting Louisville, KY November 10-12, 2026
- c. [AEPA Webinar Series Playlist](#) – The AEPA organization conducts monthly webinars featuring a vendor partner to showcase their specific offerings available through the AEPA solicitation. A comprehensive archive of all recorded webinars is compiled in this list. They include the following vendors.
 - i. Brightly - [Optimizing Operations: Asset Management Tools for Schools & Agencies](#)
 - ii. Mackin – [Designing Engaging Learning Experiences](#)
 - iii. Resolute Guard - [Safeguarding Our Communities: Enterprise-Grade Cybersecurity for Public Entities](#)
 - iv. CDW-G - [Understanding the Device Lifecycle](#)
 - v. Best Plumbing - [Stockroom Organization with Best Plumbing](#)
 - vi. Busch Systems - [Sustainable Solutions: Waste Reduction and Diversion with Busch Systems](#)
 - vii. School Specialty - [Considerations for School Safety in Today’s Environment](#)
 - viii. Flinn Scientific - [Science Laboratory Safety](#)
 - ix. FieldTurf - [EasyChange: The Latest Game-Changer for Baseball & Softball](#)
 - x. Kajeet - [Emergency Preparedness: Are You Ready for the Unexpected?](#)
 - xi. Blink - [Powering the Future: Understanding EV Charging Solutions](#)

7. Marketing

- a. 22 Campaigns have been sent/scheduled since the last meeting –Please share the list with your Superintendents and other appropriate groups.
 - i. [Demco - Learning without Limits](#) – 36.1% open rate
 - ii. [Best Plumbing - October 2025 New Items](#) – 45.4% open rate
 - iii. [SchoolsPLP – More than just Credit Recover](#) – 39.1% open rate
 - iv. [Quill - Elevate Your Desk Essentials](#) – 39.1% open rate
 - v. [WTI Tremco - Infrared Scanning](#) – 44.5% open rate
 - vi. [BluumLIVE will be in Nebraska on Nov. 6, 2025](#) – 42.7% open rate
 - vii. [CDWG - Being Proactive With Cybersecurity](#) – 40.2% open rate
 - viii. [Busch Systems -October 2025 AEPA campaign](#) – 41.8% open rate
 - ix. [Mackin - October 2025 - Monthly Digital Digest](#) – 40.7% open rate

- x. [Daktronics - Schools Turn Video Boards into a Classroom and Community Experiences](#) – 42% open rate
- xi. [Class Intercom- 2025 October](#) – 41.4% open rate
- xii. [SchoolsPLP – 40+ CTE Pathways included](#) – 32% open rate
- xiii. [Brisk Teaching - November 10 Webinar](#) - Scheduled
- xiv. [Capstone - PebbleGo Aligns to Federal, State, and Local Programs](#) – Scheduled
- xv. [Demco - Fuel their appetite for success!](#) – Scheduled
- xvi. [AEPA Vendor - The OrganWise Guys - November 2025](#) – Scheduled
- xvii. [AEPA Webinar Series 11/19/2025 – Hellas](#) – Scheduled
- xviii. [World Book - Indigenous Peoples of North America](#) – Scheduled
- xix. [bluum - November 2025](#) – Scheduled
- xx. [DakClassroom Curriculum Expands with New Course Offerings](#) – Scheduled
- xxi. [Best Plumbing - November 2025 New Items](#) – Scheduled
- xxii. [IKIO - Transforming Facilities with Zero-Hassle, Federally Compliant Solutions](#) – Scheduled

- b. If users have previously unsubscribed from receiving these emails, then they can re-subscribe or have other staff subscribe by visiting the following link <http://eepurl.com/gTsUCv>, choose the District-Building Contacts to receive Cooperative Purchasing emails about order deadlines and vendor announcements. After submitting your subscription request, check your email, you may receive email from MailChimp requiring you to confirm this submission.

8. Additional Information & Meetings

- i. **Communications with the following vendors/organizations since last board meeting:** Quill, Daktronics & Crouch Recreation, CDW-G, bluum, ESU 13 Superintendents, Softchoice, Euna Solutions, School Health, ESU 09 Superintendents, HD Supply
- ii. **Conferences/Webinars/Trainings:**
 - TLT - Critical Conversations on AI Integration in K-12 Schools
 - Ion Wave Webinar | Supplier Support
 - [AEPA - Optimizing Operations: Asset Management Tools for Schools & Agencies](#)
 - NSIAA (Athletic Administrators Association), Kearney November 8-10

CEO Report to Board November 2025

Nov 18, 2025 Committees

Nov 19, 2025 Board

New Business		
<input checked="" type="checkbox"/>	<div style="background-color: #E0E0FF; border-radius: 5px; padding: 2px; display: inline-block;">Executive ▾</div>	<p>ESA Models & Advocacy Strategies: State-by-State Summary</p> <p>Foundation and Business Partners</p> <ul style="list-style-type: none"> - Would like to create a foundation for business partnership dollars. - Establish a mechanism to receive and manage private sector contributions. - Spoke with Craig Peterson the morning of Nov 5th about vendor business partnerships. <p>Massachusetts - Very Small: 1 Staff (Part Time)</p> <ul style="list-style-type: none"> ● ESAs emphasize regional consistency in service delivery. ● Monitor and support services to ensure alignment with state expectations. ● Professional development is framed around state instructional frameworks. <p>Ohio - Very Small: 1 Staff</p> <ul style="list-style-type: none"> ● Created a legislator-friendly video to explain the ESC role. ● ESCs use vendor market analysis to highlight district savings and ROI. ● Advocacy efforts frame ESCs as trusted legislative partners. ● Business Partners <p>Michigan - Very Large: 100+ Staff</p> <ul style="list-style-type: none"> ● Created an impact report for senators on reading coaches. <ul style="list-style-type: none"> ○ Report outlines reach, outcomes, and ROI or ESA-coordinated literacy efforts. ○ Aligned closely with state education department priorities and language. ● Developed a 'data lake' to consolidated state-level data sources for deeper insights. ● Business Partners <p>Minnesota - Very Small: 1 Staff</p> <ul style="list-style-type: none"> ● Operates under a Joint Powers Agreement for coordination across ESAs. ● Allows shared fiscal and policy decisions among partners.

			<ul style="list-style-type: none"> • Uses a statewide tool called Compass to display school data transparently. • Invites members of the State Board of Education to ESA events like Legislative Day. • Presents a model of cross-agency collaboration and public transparency. • Business Partners <p>Colorado - Small: 2 Staff</p> <ul style="list-style-type: none"> • ESAs administer alternative licensure routes for educators. • Supports recruitment in hard-to-staff and rural areas. • Aligns with Nebraska’s RTOP and Grow Your Own pipeline priorities. <p>Pennsylvania - 4 Staff</p> <ul style="list-style-type: none"> • Hosts a multi-state ESA conference promoting cross-state collaboration. • Exploring job alike - similar to Affiliates • Career Tech Centers • Business Partners
<input type="checkbox"/>	Executive ▾	<p>ESUCC Project Goals - Strategic Planning Update</p> <p>Request for Proposal</p>	<p>Update on Director Goal, include proposed timeline</p> <ul style="list-style-type: none"> <input type="checkbox"/> January Present the components to ESUCC Board <input type="checkbox"/> February/March, ESUCC Board decide on consultant <input type="checkbox"/> April+ 2026 Begin working with the selected consultant <input type="checkbox"/> Summer-Fall 2026 Gather data, surveys, focus groups <input type="checkbox"/> Late Fall 2026 Build the plan <input type="checkbox"/> January 2027 Adopt <input type="checkbox"/> February 2027-June 2027, build actions <input type="checkbox"/> Summer All Staff Meeting 2027 Roll out
<input type="checkbox"/>	Educational Resour... ▾	P2E (Pathway to Educator)	Call to Action - P2E Request for Interest
<input type="checkbox"/>	Educational Resour... ▾	BITS Spending	<p>Factors contributing to the BITS 2025-2026:</p> <ul style="list-style-type: none"> • 2024-2025 BITS payment “advanced” based on estimated lottery funds • Lottery sales were down • Advance payment was more than was actual, so the difference needs paid back to NDE • Rather than ESUs writing a check for the overage, 2025-2026 allocations will be reduced

			*see table at the end of the report
<input type="checkbox"/>	FULL BOARD ▾	SORA Report (Standing Item)	ESU SORA usage: <ul style="list-style-type: none"> • MSA “up to \$600” <ul style="list-style-type: none"> ◦ \$250 last year (and this so far) • 7.1.2025-7.31.2025 • 8.1.2025-8.31.2025 • 9.1.2025-9.30.2025 • 10.1.2025-10.31.2025
<input type="checkbox"/>	FULL BOARD ▾	State Board meeting sign up	We are still looking for someone to “attend” the December 2025 State Board of Education Meeting .
<input type="checkbox"/>	FULL BOARD ▾	Draft Calendars	January - review 2 year, and approve <ul style="list-style-type: none"> • 2026-2027 • 2027-2028
<input type="checkbox"/>	FULL BOARD ▾	MSA	Draft in January Vote to approve in February
<input type="checkbox"/>	FULL BOARD ▾	Credit Card Report	<ul style="list-style-type: none"> • Credit Card Report — Annually, the CEO will provide a list of all ESUCC employees who have an ESUCC credit card assigned to them per policy 3008. Credit Card Purchasing Program. <ul style="list-style-type: none"> ◦ Dr. Larianne Polk - ESUCC CEO ◦ Scott Isaacson - ESUCC CIO ◦ Andrew Easton - ESUCC CLO ◦ Craig Peterson - ESUCC Coop Purchasing Director ◦ Becky Sosalla - ESUCC NebPS Cooperative Director
<input type="checkbox"/>	FULL BOARD ▾	Update on Sparq	Discussion regarding Sparq Negotiations
New Since Committee Meetings			
<input type="checkbox"/>			
Old Business			
<input type="checkbox"/>	Select a Committee ▾		

BITS 2025-2026

Total*	\$1,104,000.00					
		Dollars Per ESU	1/2 of the amount (Before Correction)	Correction (To Be Paid Back)	1st Half (With Correction)	2nd Half (Subject to Change)*
	ESU 1	\$53,187.20	\$26,593.60	\$1,848.01	\$24,745.59	\$26,593.60
	ESU 2	\$47,682.11	\$23,841.06	\$1,649.30	\$22,191.76	\$23,841.06
	ESU 3	\$260,746.31	\$130,373.16		\$130,373.16	\$130,373.16
	ESU 4	\$25,346.35	\$12,673.18		\$12,673.18	\$12,673.18
	ESU 5	\$24,285.48	\$12,142.74	\$878.51	\$11,264.23	\$12,142.74
	ESU 6	\$47,338.04	\$23,669.02	\$1,682.76	\$21,986.26	\$23,669.02
	ESU 7	\$50,405.98	\$25,202.99	\$1,815.58	\$23,387.41	\$25,202.99
	ESU 8	\$44,413.46	\$22,206.73	\$1,671.26	\$20,535.47	\$22,206.73
	ESU 9	\$38,736.34	\$19,368.17	\$1,367.96	\$18,000.21	\$19,368.17
	ESU 10	\$108,553.50	\$54,276.75		\$54,276.75	\$54,276.75
	ESU 11	\$21,704.97	\$10,852.48	\$769.74	\$10,082.74	\$10,852.48
	ESU 13	\$59,065.03	\$29,532.52	\$2,105.28	\$27,427.24	\$29,532.52
	ESU 15	\$16,056.51	\$8,028.26		\$8,028.26	\$8,028.26
	ESU 16	\$30,278.00	\$15,139.00	\$1,114.87	\$14,024.13	\$15,139.00
	ESU 17	\$7,225.43	\$3,612.72	\$265.64	\$3,347.08	\$3,612.72
	ESU 18	\$124,581.34	\$62,290.67	\$4,561.97	\$57,728.70	\$62,290.67
	ESU 19	\$144,393.93	\$72,196.97	\$4,964.62	\$67,232.35	\$72,196.97
	Totals	\$1,104,000.00	\$552,000.00	\$24,695.50	\$527,304.50	\$552,000.00



ESUCC
Legal Committee Meeting
Tuesday, November 18, 2025, 2:00 PM
Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 2:03 PM.

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

1. Call to Order

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

The Legal Committee Meeting was called to order at 2:03pm.

1.1. Roll Call

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

2. Cooperative Purchasing (Coop) Report

Recommended Motion: Recommend to the ESUCC Board to approve the Extensions to the Special Buy Agreements with Notable Inc. and WeVideo Inc., as presented.

Recommended Motion: Recommend to the ESUCC Board to approve the Special Buy Agreement with Access Period, as presented.

Recommend to the ESUCC Board to approve the Special Buy Agreement with Access Period, as presented Passed with a motion by Wheelock, Melissa (ESU 10) and a second by Heimann, Bill (ESU 01).

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

Yea: 6, Nay: 0

Recommend to the ESUCC Board to approve the Extensions to the Special Buy Agreements with Notable Inc. and WeVideo Inc., as presented Passed with a motion by Harris, Drew (ESU 09) and a second by Wheelock, Melissa (ESU 10).

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

Yea: 6, Nay: 0

2.1. Saint Francis Indian School Interlocal Agreement

RESOLUTION

WHEREAS, on November 19, 2025, 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 Saint Francis Indian School 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 her signature to the aforementioned Interlocal Agreement and to do all things necessary to comply with said Agreement.

Recommended Motion: Recommend to the ESUCC Board to approve the Saint Francis Indian School Interlocal Agreement as presented.

Recommend to the ESUCC Board to approve the Saint Francis Indian School Interlocal Agreement as presented Passed with a motion by Schnoes, Dan (ESU 03) and a second by Harris, Drew (ESU 09).

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

Yea: 6, Nay: 0

2.2. Peterson Report

ESUCC Coop Director, Craig Peterson reviewed the attached 2025-11 Coop Peterson Report document.

3. Chief Executive Officer (CEO) Report

- CEO Report to the Board November 2025

ESUCC CEO Dr. Polk provided the Legal Committee board members a document illustrating historical core funding.

4. Legislative Updates

CEO Polk and Bromms will update the board on any legislative related issues in the upcoming session.

Jason and Curt Bromm from Bromm and Associates attended to provide a legislative update.

5. NDE Advocacy Priorities

Lane Carr, Administrator, Office of Policy and Strategic Initiatives at the NDE, will join the meeting to share and discuss advocacy priorities.

Lane Carr, Administrator, Office of Policy and Strategic Initiatives at the NDE, was not present.

6. Next Meetings Agenda Items

7. Adjournment

The Legal Committee Meeting adjourned at 3:19pm.

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

INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

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

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

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

WHEREAS, the ESUCC and Saint Francis Indian School 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, Saint Francis Indian School 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

Saint Francis Indian: Saint Francis Indian School

Attn: _____

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

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

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

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

20. Assignment. The Agencies shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of each of the other Agencies.

21. Entire Agreement. The Agreement is the complete and exclusive expression of the Agencies' agreement on the matters contained in this Agreement. All prior and contemporaneous

negotiations and agreements between the Agencies on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL**

Signature: _____ Date: _____
Larianne Polk
Chief Executive Officer

Signature: Danielle Wang Eagle Date: 11/6/25
Printed Name: Danielle Wang Eagle
Title: Superintendent

RESOLUTION

WHEREAS, on November 19, 2025, 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 Saint Francis Indian School 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 her 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 19th day of November, 2025.

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: _____

Key Decisions and Updates

- **Meeting Calendar:** The committee approved a schedule of future NOC Meetings and Trainings for November 2025, February 2026, and May 2026.
 - **Budget:** The group confirmed their preference to continue using a **flow-through budget** to fund activities and training.
-

Cybersecurity and Legislation

- **State and Local Cybersecurity Grant (SLCG) Update:** Discussions covered the status of Year 1, 2, and 3 projects, including logging projects and the application window for Year 3 funding (expected around October 1 - mid-November).
 - **LB 599 (Cybersecurity Bill):** Modifications to the bill were in progress, and feedback was shared from NOC and NATA members regarding concerns over a potential "extra layer of bureaucracy" and undefined funding details.
 - **NOC-NATA Joint Effort:** A joint meeting was held on November 14, 2025, to discuss a **joint cybersecurity letter** urging the **Nebraska Department of Education (NDE)** to lead on compliance and assessment efforts.
 - **Vendor Renewals:** Upcoming renewals were noted for **Proofpoint** (August 31, 2026) and **Duo Security** (March 28, 2026), with discussions on exploring multi-year agreements and alternative products.
 - **OCIO / JSOC:** The OCIO announced a December 31, 2025, release date for the **JSOC catalog of services and costs**.
-

Technology and Infrastructure

- **Network Nebraska Core Infrastructure:** Connectivity to NU for Internet2 access was successfully upgraded to **40G**.
- **ESUCC Updates:** The committee received updates on the rollout of a new UI for **Nebraska Cloud** and the ongoing rollout of **FortiMail**.
- **Artificial Intelligence (AI):** AI integration was noted to be increasing across the state, with mention of resources like **CoSN's AI Maturity Tool** and **MagicSchool**.
- **NOC Training (Nov 6, 2025):** The "Show and Share" session featured presentations on:
 - ESU 11 Backups Strategy
 - Securing self-hosted web applications behind **Authentik**

- **eduroam EAP-TLS** via Intune
- Fortigate SD-WAN using **Starlink Residential**



Information Services Committee Report

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

PROJECT DIRECTOR: Andrew Easton

REPORT PERIOD: October 2025

COMMITTEE REPORT: CHIEF LEARNING OFFICER

Teaching and Learning Efforts (Organized alphabetically by initiative)

- **Accessibility**
 - Continued to update and add to the [Nebraska ESUCC Accessibility Support Site](#) to better support ESUs and schools in their efforts to adhere to the ADA WCAG 2.1 Guidelines
 - Attended the TLT training on accessibility on 10/22

- **Artificial Intelligence**
 - Collaboration with ESU 16 on the development of an AI support for literacy with Swivl shifted to a conversation on AI in math and/or STEM. I've reached out to several other ESUs to explore partnering for a Literacy + M2 Project
 - Presented a full day training on AI in education at ESU 4 10/27
 - Hosted the TLT Oct 23rd Professional Learning: [CRITICAL CONVERSATIONS ON AI INTEGRATION IN K-12 SCHOOLS](#)
 - Attended the SETDA Leadership Summit in Washington DC

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

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

- **ESUCC Updates**
 - Ongoing efforts toward the ESUCC.org site redesign that will be available in March 2026
 - Developing an **Affiliate Member Directory** that will filter by things like ESU, affiliate group, area of expertise, cadre(s), etc.
 - Ongoing efforts in developing an ESU affiliate facing ESUCC newsletter that we intend to release this fall
 - Conversations have started regarding a second ESUCC newsletter that would be for sharing broadly with educators
 - First podcast recording in [Riverside](#) took place and we are learning how to use it to help us elevate the podcast recording process and enhance our social media content (reels)

- **SORA Report**
 - Total Unique Users
 - October: 15
 - Total Checkouts
 - October: 21

- **[SUPPORTED Site](#): A Rule 84 Professional Learning Group Collaboration**
 - Scheduled to meet to finalize the statewide professional learning calendar.
 - Meeting with Digital Citizenship content providers to identify and communicate what resources are available to schools as a page on the SupportED site. This info will be inclusive of resources to support educators, students, and families.
 - The aim for the site is to eventually point to accessibility, AI, digcit, the Nebraska Learning Network, and more.

Social Media and Podcast Numbers/Reach Over Time

- **The Good Life EDU Podcast**
 - Created 4 new episodes of [The Good Life EDU](#) Podcast

- **Episode 225: [Reimagining EdTech: Why Brisk's Arman Jaffer Says AI Should Follow the Teacher](#)** with Brisk CEO and founder Arman Jaffer
- **Episode 224: [Balancing Literacy and AI: A Radical Centrist's Take](#)** with Short Answer Co-Founder Adam Spark
- **Episode 223: [Building Better Digital Citizens: How Hershey Public Schools Is Leading by Example](#)** with Dr. Jane Davis and Anna Weber
- **Episode 222: [From Digital Citizenship to Digital Literacy and Well-Being: Common Sense Media Launches New Curriculum](#)** with Adam Vinter

● **Twitter X Follower Numbers**

- October (1594) (-3)
- September (1597) (+4)
- May-August (1593) (+26)
- April (1567) (+4)
- March (1563) (+9)
- February (1554) (-7)
- January (1556) (-9)

2025

- November+December 1565 (-102)
- October 1667 (-18)
- September 1685 (+24)
- May-August 1661 (+51)
- April 1610 (+11)
- March 1599 (+11)
- February 1588 (+11)
- January 1577 (+28)

Reach Count 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

- o August 1343 (+19) Reach: 8K
- o July 1325 (+9) Reach: 8.6K
- o June 1316 (+13) Reach: 10.7K
- o May 1303 (+8) Reach: 17.6K
- o April 1295 (+1) Reach: 8.9K
- o March 1294 (+10) Reach: 17.9K
- o February 1284 (+12) Reach: 23.4K
- o January 1272 (+14) Reach: 31.2K

2022

- o December: 1258 (+8) Reach: 6,737
- o November: 1250 (+14)
- o October: 1236 (+41)
- o September: 1195 (+71)
- o August: 1124 (+17)
- o July: 1107 (+34)
- o June: 1083 (+12)
- o May: 1071 (+70)
- o April: 1001 (+64) *Broke 1000 followers
- o March: 937 (+82)
- o February: 855 (+82)
- o January: 773 (+83)

2021

- o December: 690 (+67)

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

- o October (+1) Views: 3K
- o September (+4) Views: 2.8K
- o May-Sept 1 (+0) Views: 11.7K - Reach 2.5K
- o April 655 (+4) Views: 2.7K - Reach 983
- o March 651 Followers Views: 4.5K - Reach 1.7K
- o February Views: 1.8K
- o January Reach: 1.5K

2025

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

2024

- o November + December 596 (+2) Reach: 1.1K

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

2023

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

2022

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

2021

- o December: 194 (+7)

• **LinkedIn Direct Page Views Per Month**

- o October Page Views: 16 Impressions: 790
- o September Page Views: 27 Impressions: 1,571
- o May-Sept 1 Impressions: 6,349 Reach: 3,554 (av: 889)
Page Views: 76 (av: 19)
- o April Page Views: 9 Reach: 336
- o March Page Views: 24 Reach: 820

	o February	Page Views: 14	Reach: 207
	o January		Reach: 663
2025			
	o Nov-Dec		Reach: 1,030
	o October	Page Views: ??	Reach: 398
	o September	Page Views: 10	Reach: 550
	o August	Page Views: 26	Reach: 473
	o July	Page Views: 18	Reach: 438
	o June	Page Views: 35	Reach: 679
	o May	Page Views: 16	Reach: 790
	o April	Page Views: 51	Reach: 2,369
	o March	Page Views: 45	Reach: 729
	o February	Page Views: 38	Reach: 845
	o January	Page Views: 26	Reach: 371
2024			
	o Nov+Dec	Page Views: 70	
	o October	Page Views: 25	
	o September	Page Views: 24	
	o August	Page Views: 41	
	o July	Page Views: 23	
	o June	Page Views: 29	
	o May	Page Views: 21	
2023			

Cybersecurity Report

November, 2025

SLCG Update

There has been some movement on the FY 2023 (Year 2) project submitted by ESU 6 and 6 partnering ESUs. The OCIO staff is reviewing and preparing to approve a clarification on a specific expense before the purchase is made.

Implementation of the Elastic software is proceeding at ESU areas 1, 2, 3, 7, 8, 10, 13, 15, 16 and 17. This system will collect system, network and cybersecurity events in a centralized way that will ease the process of monitoring, alerting, investigating and responding to needs. Elastic is holding a conference/training in Lincoln on November 20, 2025 to support us and other area customers who use the system. This is open to all ESU technical staff and was advertised at the November 5th NOC meeting.

NOC members have collaborated on a FY 2024 (Year 3) proposal to improve backup capabilities. 10 ESUs have collaborated so far and the proposed expenditure for backup hardware and software is just under \$600,000 at this time. The deadline for FY 2024 applications was extended to December 7, 2025, and Scott will be confirming participation and numbers to submit the proposal. There will be a 30% cost sharing requirement when FY 2024 funds are awarded.

LB599 Update

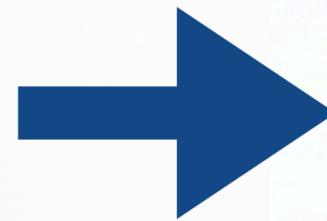
Dr. Polk and Scott Isaacson have participated in meetings to receive feedback on the most recent LB599 draft version, and are continuing to determine the path forward. NOC & NATA members (large district technology directors) met on November 14, 2025 and have prepared a joint letter with their view and recommendations to assess and improve cybersecurity outside of legislation.

End-User Training

One of the tenets in the NOC-NATA cyber recommendations is an effective end-user training system. NOC members shared their interest in evaluating options for this software, now that we are in our 4th year of Proofpoint usage, to see what new options, features and pricing may be available. Scott and our team will be opening a research and evaluation process

BUILDING FOR THE FUTURE

SRS

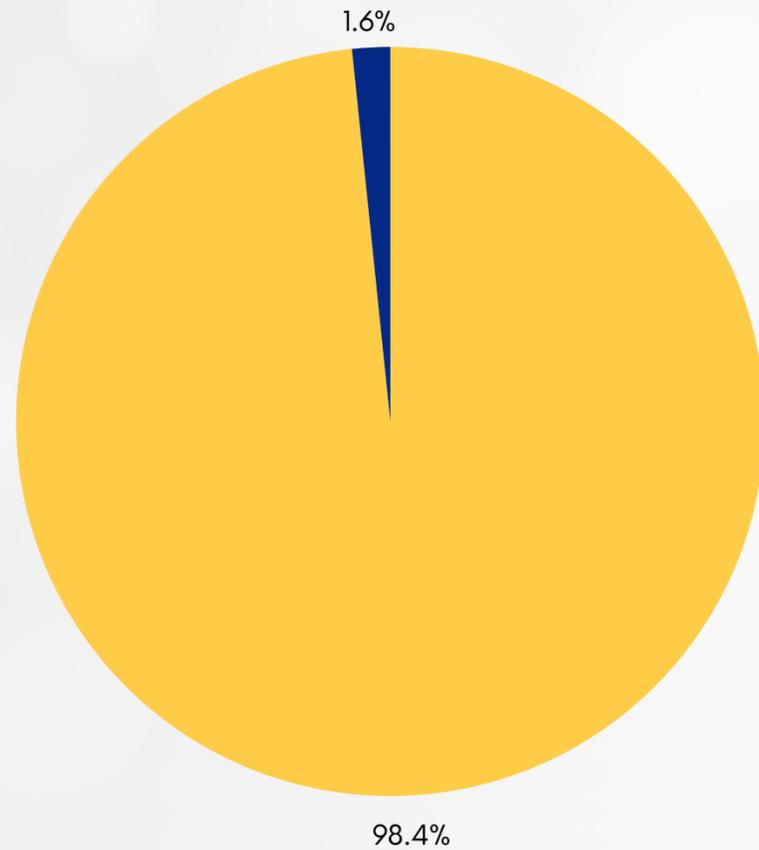


ADDING ON

Building On Potential....



SERVING NEBRASKA



44,458 IEPs were created in SRS during the 2024-2025 school year

Special Education Records:

240 of 244 Public districts use SRS



12,060 school staff are active in the SRS system

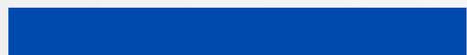
TEAM



TALENTED

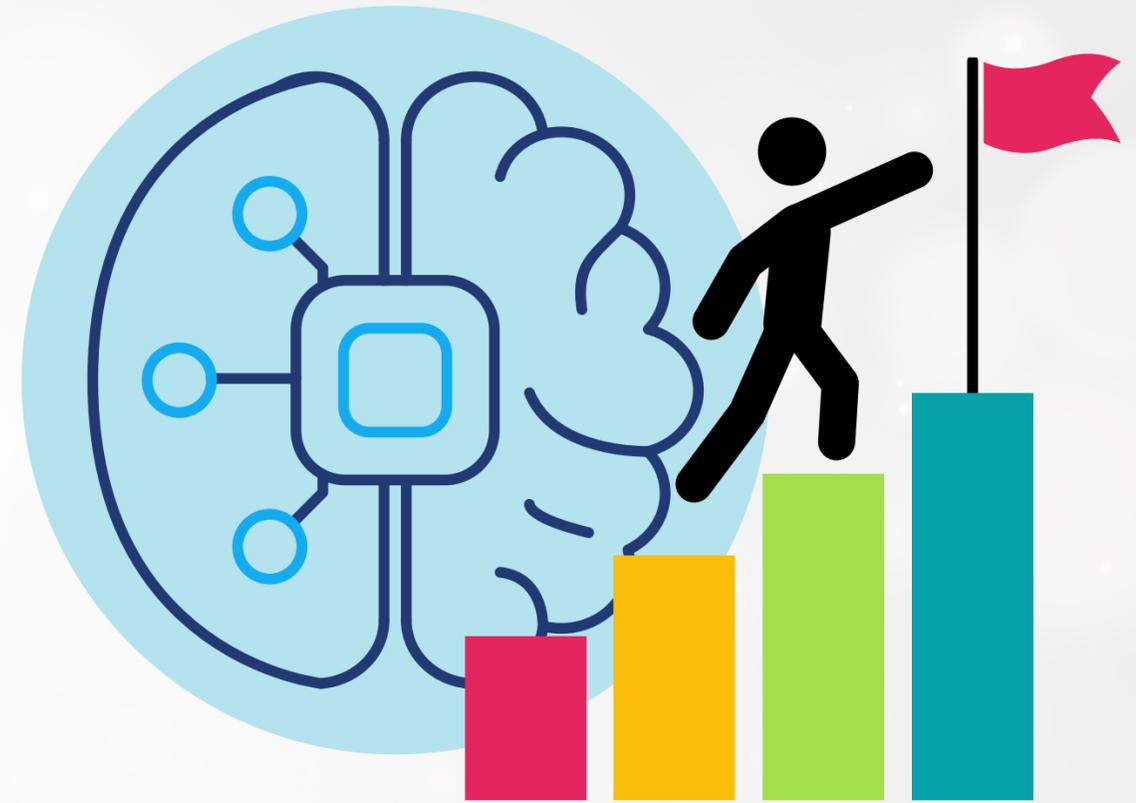
CAPABLE

SATURATED





Electronic Signatures



AI Integrations



MIPS Logging/Tracking

EXPLORING EXTRA RESOURCE POSSIBILITIES

1

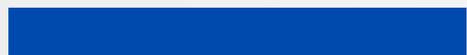
Investment from
operating reserves

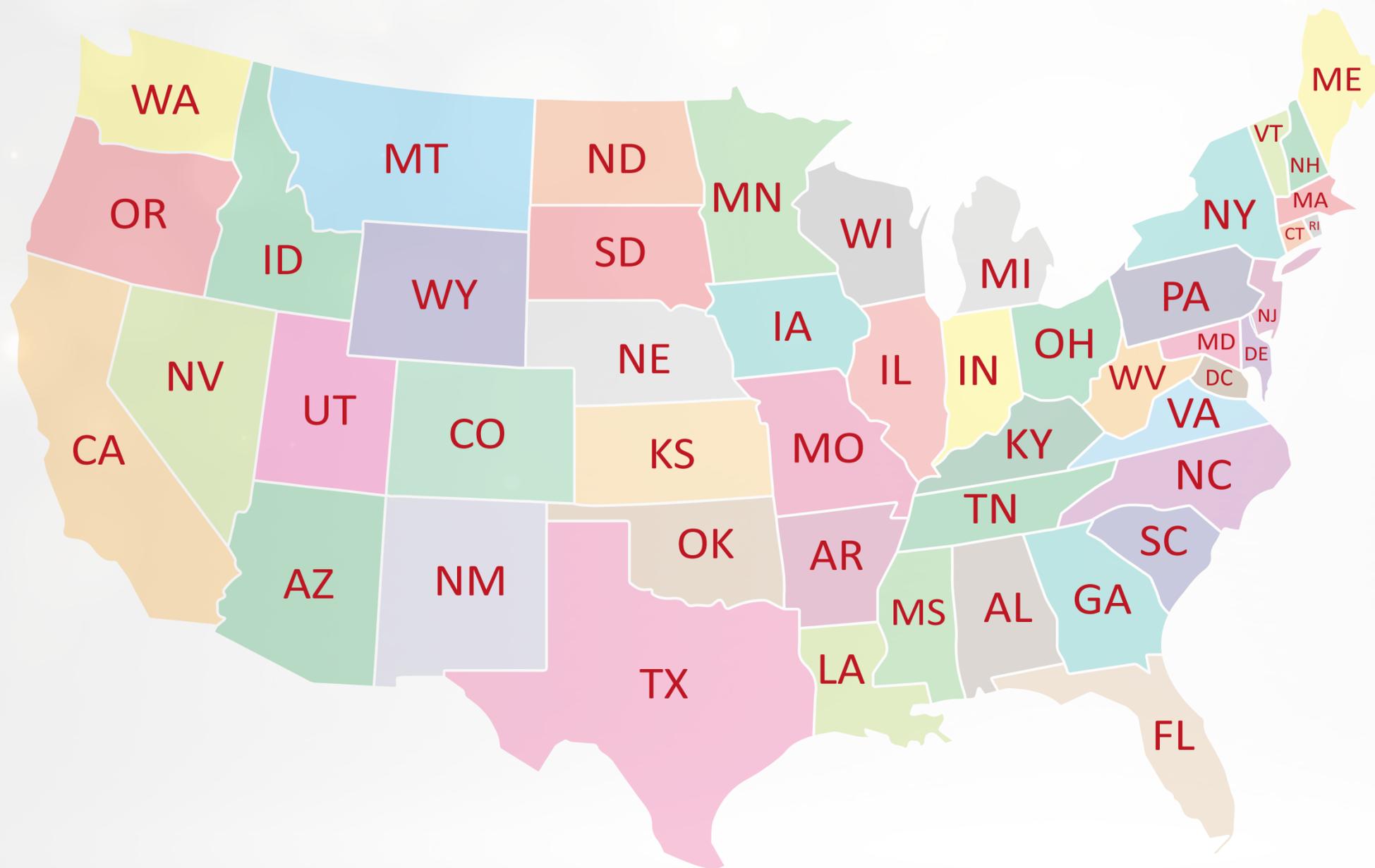
2

Grant / special
contract funding

3

Outside investment by
other interested states





WHAT IS NEEDED SO
SRS CAN BE
GENERALIZED FOR
OTHER STATES?

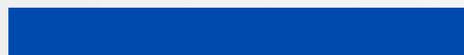
A STRONG FOUNDATION

Enhanced Services for Tomorrow

Long-term Vision

Sustainable Impact and Growth

A Future Built Together



SRS

Student Records System

Technology Division Report

November, 2025

SRS

The SRS team is doing some planning for future software enhancements and sustainability. Todd Hatcher is joining us this month and will share a presentation on our roadmap.

Nebraska Cloud Updates

Cody Ernesti is working with us on upgrading the SimpleSAMLphp software which runs Nebraska Cloud. The central identity provider system was updated this summer. We now have 4 ESUs left to update: 9, 11, 15 & 16.

New Staff Member

We are excited to welcome Aaron Callaway to our technology division this week as a software developer. Aaron comes to us with a background in education and technical skills that will help us advance many of our software projects.

NOC

NOC members discussed their plans for the next fiscal year and plan to continue their practice of submitting a flow-through-only budget as they have the last 2 years.

NOC also discussed electronic signature platforms and options. As we mentioned, an integration with SRS is on our team's SRS roadmap. We will be continuing to research and evaluate potential solutions.

Audit

On October 30, 2025, Scott met with Sam Boldt from Eide-Bailey, the ESUCC's auditing firm to review our technology practices and answer his questions.

CEO Report to Board November 2025

Nov 18, 2025 Committees

Nov 19, 2025 Board

New Business		
<input checked="" type="checkbox"/>	<div style="background-color: #E0E0FF; border-radius: 5px; padding: 2px; display: inline-block;">Executive ▾</div>	<div style="display: flex;"> <div style="flex: 1;"> <p>ESA Models & Advocacy Strategies: State-by-State Summary</p> </div> <div style="flex: 2; padding-left: 10px;"> <p>Foundation and Business Partners</p> <ul style="list-style-type: none"> - Would like to create a foundation for business partnership dollars. - Establish a mechanism to receive and manage private sector contributions. - Spoke with Craig Peterson the morning of Nov 5th about vendor business partnerships. <p>Massachusetts - Very Small: 1 Staff (Part Time)</p> <ul style="list-style-type: none"> ● ESAs emphasize regional consistency in service delivery. ● Monitor and support services to ensure alignment with state expectations. ● Professional development is framed around state instructional frameworks. <p>Ohio - Very Small: 1 Staff</p> <ul style="list-style-type: none"> ● Created a legislator-friendly video to explain the ESC role. ● ESCs use vendor market analysis to highlight district savings and ROI. ● Advocacy efforts frame ESCs as trusted legislative partners. ● Business Partners <p>Michigan - Very Large: 100+ Staff</p> <ul style="list-style-type: none"> ● Created an impact report for senators on reading coaches. <ul style="list-style-type: none"> ○ Report outlines reach, outcomes, and ROI or ESA-coordinated literacy efforts. ○ Aligned closely with state education department priorities and language. ● Developed a 'data lake' to consolidated state-level data sources for deeper insights. ● Business Partners <p>Minnesota - Very Small: 1 Staff</p> <ul style="list-style-type: none"> ● Operates under a Joint Powers Agreement for coordination across ESAs. ● Allows shared fiscal and policy decisions among partners. </div> </div>

			<ul style="list-style-type: none"> • Uses a statewide tool called Compass to display school data transparently. • Invites members of the State Board of Education to ESA events like Legislative Day. • Presents a model of cross-agency collaboration and public transparency. • Business Partners <p>Colorado - Small: 2 Staff</p> <ul style="list-style-type: none"> • ESAs administer alternative licensure routes for educators. • Supports recruitment in hard-to-staff and rural areas. • Aligns with Nebraska’s RTOP and Grow Your Own pipeline priorities. <p>Pennsylvania - 4 Staff</p> <ul style="list-style-type: none"> • Hosts a multi-state ESA conference promoting cross-state collaboration. • Exploring job alike - similar to Affiliates • Career Tech Centers • Business Partners
<input type="checkbox"/>	Executive ▾	<p>ESUCC Project Goals - Strategic Planning Update</p> <p>Request for Proposal</p>	<p>Update on Director Goal, include proposed timeline</p> <ul style="list-style-type: none"> <input type="checkbox"/> January Present the components to ESUCC Board <input type="checkbox"/> February/March, ESUCC Board decide on consultant <input type="checkbox"/> April+ 2026 Begin working with the selected consultant <input type="checkbox"/> Summer-Fall 2026 Gather data, surveys, focus groups <input type="checkbox"/> Late Fall 2026 Build the plan <input type="checkbox"/> January 2027 Adopt <input type="checkbox"/> February 2027-June 2027, build actions <input type="checkbox"/> Summer All Staff Meeting 2027 Roll out
<input type="checkbox"/>	Educational Resour... ▾	P2E (Pathway to Educator)	Call to Action - P2E Request for Interest
<input type="checkbox"/>	Educational Resour... ▾	BITS Spending	<p>Factors contributing to the BITS 2025-2026:</p> <ul style="list-style-type: none"> • 2024-2025 BITS payment “advanced” based on estimated lottery funds • Lottery sales were down • Advance payment was more than was actual, so the difference needs paid back to NDE • Rather than ESUs writing a check for the overage, 2025-2026 allocations will be reduced

			*see table at the end of the report
<input type="checkbox"/>	FULL BOARD ▾	SORA Report (Standing Item)	ESU SORA usage: <ul style="list-style-type: none"> • MSA “up to \$600” <ul style="list-style-type: none"> ◦ \$250 last year (and this so far) • 7.1.2025-7.31.2025 • 8.1.2025-8.31.2025 • 9.1.2025-9.30.2025 • 10.1.2025-10.31.2025
<input type="checkbox"/>	FULL BOARD ▾	State Board meeting sign up	We are still looking for someone to “attend” the December 2025 State Board of Education Meeting .
<input type="checkbox"/>	FULL BOARD ▾	Draft Calendars	January - review 2 year, and approve <ul style="list-style-type: none"> • 2026-2027 • 2027-2028
<input type="checkbox"/>	FULL BOARD ▾	MSA	Draft in January Vote to approve in February
<input type="checkbox"/>	FULL BOARD ▾	Credit Card Report	<ul style="list-style-type: none"> • Credit Card Report — Annually, the CEO will provide a list of all ESUCC employees who have an ESUCC credit card assigned to them per policy 3008. Credit Card Purchasing Program. <ul style="list-style-type: none"> ◦ Dr. Larianne Polk - ESUCC CEO ◦ Scott Isaacson - ESUCC CIO ◦ Andrew Easton - ESUCC CLO ◦ Craig Peterson - ESUCC Coop Purchasing Director ◦ Becky Sosalla - ESUCC NebPS Cooperative Director
<input type="checkbox"/>	FULL BOARD ▾	Update on Sparq	Discussion regarding Sparq Negotiations
New Since Committee Meetings			
<input type="checkbox"/>			
Old Business			
<input type="checkbox"/>	Select a Committee ▾		

BITS 2025-2026

Total*	\$1,104,000.00					
		Dollars Per ESU	1/2 of the amount (Before Correction)	Correction (To Be Paid Back)	1st Half (With Correction)	2nd Half (Subject to Change)*
	ESU 1	\$53,187.20	\$26,593.60	\$1,848.01	\$24,745.59	\$26,593.60
	ESU 2	\$47,682.11	\$23,841.06	\$1,649.30	\$22,191.76	\$23,841.06
	ESU 3	\$260,746.31	\$130,373.16		\$130,373.16	\$130,373.16
	ESU 4	\$25,346.35	\$12,673.18		\$12,673.18	\$12,673.18
	ESU 5	\$24,285.48	\$12,142.74	\$878.51	\$11,264.23	\$12,142.74
	ESU 6	\$47,338.04	\$23,669.02	\$1,682.76	\$21,986.26	\$23,669.02
	ESU 7	\$50,405.98	\$25,202.99	\$1,815.58	\$23,387.41	\$25,202.99
	ESU 8	\$44,413.46	\$22,206.73	\$1,671.26	\$20,535.47	\$22,206.73
	ESU 9	\$38,736.34	\$19,368.17	\$1,367.96	\$18,000.21	\$19,368.17
	ESU 10	\$108,553.50	\$54,276.75		\$54,276.75	\$54,276.75
	ESU 11	\$21,704.97	\$10,852.48	\$769.74	\$10,082.74	\$10,852.48
	ESU 13	\$59,065.03	\$29,532.52	\$2,105.28	\$27,427.24	\$29,532.52
	ESU 15	\$16,056.51	\$8,028.26		\$8,028.26	\$8,028.26
	ESU 16	\$30,278.00	\$15,139.00	\$1,114.87	\$14,024.13	\$15,139.00
	ESU 17	\$7,225.43	\$3,612.72	\$265.64	\$3,347.08	\$3,612.72
	ESU 18	\$124,581.34	\$62,290.67	\$4,561.97	\$57,728.70	\$62,290.67
	ESU 19	\$144,393.93	\$72,196.97	\$4,964.62	\$67,232.35	\$72,196.97
	Totals	\$1,104,000.00	\$552,000.00	\$24,695.50	\$527,304.50	\$552,000.00



ESUCC

Information Services Committee Meeting

Tuesday, November 18, 2025, 3:30 PM

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

Attendance Taken at 3:31 PM.

Mitch Hoffer (ESU 02):	Present
Gregg Robke (ESU 04):	Present
Dr. Brian Maschmann (ESU 06):	Present
Corey Dahl (ESU 08):	Present
James McGown (ESU 16):	Present

1. Call to Order

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

The Information Services Committee Meeting was called to order at 3:31pm.

1.1. Roll call

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

2.1. Network Operations Coordinator (NOC)

Andrew Contreras attended the committee meeting on behalf of Ben Wilson. Andrew reviewed the attached 11_18 Information Services report.

3. K-12 Cybersecurity Updates

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

ESUCC CIO, Scott Isaacson, reviewed the attached Cybersecurity Report 2025-11.

4. SRS Updates and Needs

SRS Project Director, Todd Hatcher, and CIO Scott Isaacson will discuss the needs the SRS system has relative to program development, maintenance, and accessibility.

Assistant Technology Director, Todd Hatcher, reviewed the SRS Board Presentation with the Information Services Committee members.

5. Chief Executive Officer (CEO) Report

- CEO Report to the Board November 2025

5.1. Technology Division

ESUCC CIO, Scott Isaacson, reviewed the attached Tech Division Report 2025-11.

5.2. Teaching and Learning Division

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

6. Next Meeting Agenda Items

7. Adjournment

The Information Services Committee meeting adjourned at 4:15pm.

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