



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

Posted Locations:

Omaha World-Herald
ESUCC webpage
NE Public Meetings

Posted Date: 01/05/2026

Attendance Taken at 8:01 AM.

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

1. Call to Order

The Board Meeting was called to order at 8:01am.

1.1. Roll Call

Dr. Takako Olson, ESU 18 Administrator, and Dr. Kanyon Chism, ESU 19 Administrator, were absent.

2. Welcome Visitors

No additional visitors present.

3. Public Comment

No public comments provided.

4. Consent Agenda Items

4.1. Approval of Minutes

4.2. Travel Expenses Exceeding Per Diem

4.3. Policy 1014. Meetings

4.4. Policy 1015. Time and Place of Meetings

4.5. Policy 3009. Electronic Signatures, Records, and Document Retention

4.6. Policy 3012. Conflict of Interest and Code of Conduct

4.7. Policy 3025. Distribution of Materials

4.8. Cooperative Contracts

5. NDE Information Systems Officer Introduction and Questions

Chris Wlashcin, NDE Information Systems Officer, attended the board meeting to introduce himself. Mr. Wlashcin is focusing on NDE data quality and the security of sensitive information in the first few months of his career as the NDE Information Systems Officer.

6. Cybersecurity Project Profile

ESUCC CIO, Scott Isaacson, reviewed the attached Cyber Security Spotlight document.

7. Petitions and Communications to the Board

7.1. Learning Community Update

Learning Community was not present.

7.2. NCSA - Ambassador Program Updates

Kevin Wingard, NCSA Ambassador, attended the board meeting to provide a brief NCSA update. Events coming up: Administrator Days, Emerging Administrators Conference, and many more. Mr. Wingard and the ESUCC board discussed different bills in the legislation.

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

Dr. Shirley Vargas, NDE School Transformation Officer & Office Administrator, reviewed the linked NDE Updates 2025-26.

7.4. Association of Education Service Agency (AESAs) Report

Dr. Schnoes, ESU 3 Administrator, provided the AESA report to the board. Dr. Schnoes thanked those who attended the AESA Annual Conference in Colorado Springs. The next AESA Annual Conference will be held in Orlando, Florida. AESA created a book on STEM. If any of the ESU Administrators has not received a copy of the STEM book and is interested in one, email Dr. Schnoes.

8. Sparq Negotiations

Darion Miller, Sparq Data Solutions Client Service Manager, attended to provide a Sparq Negotiations update to the board.

Darion has been working with Marci Ostmeyer, ESU 7 Administrator, and Linda Shefyck, ESU 7 Business Manager on data they noticed contained inconsistencies. The other benefits that were broken out were not all included in the calculation. Sparq is currently working on correcting this issue. The filtering function will also be corrected. The report section was not connected to the overall calculations, this is being corrected. Darion encouraged administrators to re-download information previously downloaded because it would not contain all the benefit information.

Refresher: When filling out additional bargaining unit information, please break out the benefits into individual buckets. Darion will get a confirmation on where FICA and retirement will be categorized, either with salary or benefits. Administrators would prefer FICA and retirement to be separated out and not included in salary.

9. Chief Executive Officer (CEO) Report

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

10. Bold Step Committee Reports

10.1. Lead

No report.

10.2. Influence & Invest

No report.

10.3. Advocate

No report.

10.4. SMART

SMART Committee Chair, Phillip Picquet, provided the SMART update to the board. The SMART committee met in December 2025. Nathan McClenahan, ESU 10, will be retiring. ESUCC CIO Scott Isaacson and Nathan McClenahan are in contact regarding the work Nate is doing, so there is a transition plan in place when Mr. McClenahan retires.

11. Committee Reports

11.1. Executive Committee Report

ESUCC Board President, Dr. Heimann, provided the Executive Committee report. Dr. Polk updated her goals and the document is attached for the board to review. There was discussion about board member mileage and the possibility of having board member mileage in the next budget request.

11.1.1. Claims, Financial Statements, and Assets for the Months of November and December

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

11.1.2. December Expenses to be paid in January

11.1.3. Strategic Planning Proposals

The Executive Committee reviewed the three strategic plan proposals. There is no action at this time. ESUCC Board President, Dr. Heimann, encouraged all the board members to review the proposals. There will be a recommendation at the February 2026 board meeting. The timeline would be to approve in February, start in March, and work through the strategic planning process by the November board meeting. The outcomes of the strategic plan would be implemented at the January 2027 board meeting. Corey Dahl, ESU 8 Administrator, used Mission Matters for facilitation and a portion of their strategic planning, and provided a positive reference.

11.1.4. 2026-2028 ESUCC Master Calendar

11.1.5. Memorandum of Understanding Between the ESUCC and NDE for Canvas

ESUCC CEO Dr. Polk noted that ESUCC will be doing the same work in the MOU as it was doing under the contract, which ended December 31, 2025. This MOU outlines the expectation for ESUCC as the Canvas fiscal agent.

11.1.6. Committee to Review Standards Update

Dr. Laura Barrett, ESU 13 Administrator, provided the Committee to Review Standards

update. The committee has met several times and a survey was sent out. The attached Feedback on ESU Standards document was created from the results of the survey responses.

11.2. Education Resources

Dr. Laura Barrett, ESU 13 Administrator, provided the Education Resources Committee update. The SDA budget proposal will be acted upon this month. The budget action items for ESPD and TLT will be in the February 2026 meeting.

ESUCC CLO Andrew Easton reviewed the attached ESUCC Ed Resources Committee Report (Easton November-December 2025) document.

11.2.1. Staff Development Affiliate (SDA) Report

11.2.2. ESU Special Education Director (ESPD) Affiliate Report

11.2.3. Teaching and Learning with Technology (TLT) Affiliate

11.3. Legal Committee

Dr. Melissa Wheelock, ESU 10 Administrator, provided the Legal Committee update.

Craig Peterson, ESUCC Coop Director, reviewed the attached 2026-01 Coop Peterson Report.

11.3.1. Revision to Policy 1012. Formulation/Adoption of Administrative Regulations

11.3.2. Revision to Policy 3017. Internal Controls

11.4. Information Services Committee

Gregg Robke, ESU 5 Administrator, provided the Information Services Committee update.

11.4.1. Network Operations Coordinator (NOC)

12. ESU Share Out and New Chief Administrator Topics

Accessibility discussion — The accessibility website has been added to the Admin At-A-Glance document.

ESU 15 and ESU 16 had their annual Board Member Workshop on January 13, 2026.

ESU 3 is having a national speaker in the coming months. If other ESUs are interested, reach out to Dr. Schnoes.

There is a possibility the Student Leader Event will occur in the Spring of 2026. ESUCC CEO Dr. Polk will follow up with potential dates.

13. Adjournment

The Board Meeting adjourned at 11:15am.

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

Nebraska Open Meetings Act

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

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

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

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

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

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

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

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

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

- 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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W: 402-761-3341
F: 402-761-3279
Brian.maschmann@esu6.org

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

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

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

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

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

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

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

ESU 16 - James McGown
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Ogallala, NE 69153
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W: 308-284-7518
F: 308-284-8483
jmcgown@esusixteen.org

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

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

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

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



ESUCC
ESUCC Regular Board Meeting
Wednesday, November 19, 2025, 8:00 AM
ESU No. 3, 6949 South 110th Street, LaVista, NE 68128

Posted Locations:

Omaha World-Herald
ESUCC webpage
NE Public Meetings

Posted Date: 11/7/2025

Attendance Taken at 8:01 AM.

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

Attendance Update Taken at 10:33 AM.

Dr. Brenda McNiff (ESU 05): Absent

Attendance Update Taken at 11:07 AM.

Dr. Brian Maschmann (ESU 06): Absent
Attendance Update Taken at 11:33 AM.
Dr. Brenda McNiff (ESU 05): 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 8:01am.

1.1. Roll Call

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

2. Welcome Visitors

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

No visitors present.

3. Public Comment

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

No public comments provided.

4. 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 Erickson, Geraldine (ESU 17) and a second by Dahl, Corey (ESU 08).

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

Yea: 16, Nay: 0

4.1. Approval of Minutes

This is a consent item.

4.2. Policy 1021. Legislative and Governmental Relations

This is a consent item.

4.3. Policy 1022. Relation with Nebraska Legislature

This is a consent item.

4.4. Policy 3008. Credit Card Purchasing Program

This is a consent item.

4.5. Policy 3010. ESUPDO Affiliate Groups

This is a consent item.

4.6. Policy 3024. Gifts

This is a consent item.

4.7. Cooperative Contracts

This is a consent item.

5. Audit Report

Darren Osten, partner with Eide Bailly, will review the audit report with the Board.

Recommended Motion: Discuss, consider, and take all necessary action to accept the audit report as presented.

Darren Osten, partner with Eide Bailly, reviewed the attached 2025 ESUCC Board Presentation. ESUCC Chief Executive Officer (CEO) Dr. Polk thanked Business Manager Priscilla Quintana and Executive Secretary Mindy Reed for their work in assisting Eide Bailly.

Discuss, consider, and take all necessary action to accept the audit report as presented Passed with a motion by Schnoes, Dan (ESU 03) and a second by Ostmeyer, Marci (ESU 07).

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

Yea: 16, Nay: 0

6. Distance Learning Project Profile

ESUCC Chief Learning Officer, Andrew Easton, will provide the Distance Learning Project Profile to the Board.

ESUCC Chief Learning Officer (CLO) Andrew Easton reviewed the linked Distance Learning (DL) Project Update.

7. Petitions and Communications to the Board

7.1. Learning Community Update

Gerald Kuhn joined to provide the Learning Community Update.

7.2. NCSA - Ambassador Program Updates

Kevin Wingard, Nebraska Council of School Administrators (NCSA) Ambassador, reviewed the attached Petition Measures 2025-26 Dr. Dulaney NCSA.

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

Dr. Shirley Vargas, Nebraska Department of Education (NDE) School Transformation Officer & Officer Administrator, joined the board meeting to provide the NDE update. Gerald and the Learning Community will attend the NDE board meeting in December. Dr. Vargas reviewed the linked NDE Updates 2025-26. The accountability information will be available on Wednesday, November 26, 2025. Dr. Vargas shared the linked [press release](#).

7.4. Association of Education Service Agency (AESAs) Report

Dr. Dan Schnoes, ESU 3 Administrator, provided the Association of Education Service Agency (AESAs) update. The AESA National Conference is in Colorado Springs, Colorado on December 3–5, 2025. The opening session will have a special shout out to Nebraska. The National Conference currently has 950–1,000 people registered. AESA will have a book launch on STEM. There will be a chapter on Nebraska focusing on Gifford Farms. The global education partners are looking for opportunities to bring the program to Nebraska.

8. Legislative Ad Hoc Committee

Dr. Melissa Wheelock, ESU 10 Administrator and Legal Committee Co-Chair, will discuss the 4Horsemen and the Ad-Hoc Committee.

Recommended Motion: Discuss, consider, and take all necessary action to approve Dr. Larianne Polk (ESUCC CEO), Dr. Dan Schnoes (ESU 3 Administrator), Dr. Brenda McNiff (ESU 5 Administrator), and Dr. Laura Barrett (ESU 13 Administrator) as members of the Legislative Ad Hoc Committee, as presented.

Jason and Curt Bromm from Bromm and Associates attended to provide a legislative update. The upcoming legislative session will be a short session.

Discuss, consider, and take all necessary action to approve Dr. Larianne Polk (ESUCC CEO), Dr. Dan Schnoes (ESU 3 Administrator), Dr. Brenda McNiff (ESU 5 Administrator), and Dr. Laura Barrett (ESU 13 Administrator) as members of the Legislative Ad Hoc Committee, as presented. Passed with a motion by Wheelock, Melissa (ESU 10) and a second by Picquet, Phillip (ESU 15).

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

Dr. Takako Olson (ESU 18): Yea

Dr. Kanyon Chism (ESU 19): Yea

Yea: 16, Nay: 0

9. Chief Executive Officer (CEO) Report

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

- CEO Report to the Board November 2025

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

The November board meeting coincides with the State Education Conference. Dr. Brenda McNiff, ESU 5 Administrator, suggests we have the committee meetings and board meeting all on the Tuesday before the State Education Conference going forward. The recommended change will be reflected on the 2026-2027 and 2027-2028 draft calendars.

SPARQ Negotiations: Corey Dahl, ESU 8 Administrator, would like to know if he is seeing the psychologists pay information correctly when he runs the report. Dr. Brian Maschmann, ESU 6 Administrator, will get the answer and provide the information. Marci Ostmeyer, ESU 7 Administrator, asked if there is a list of positions that need to be entered into two different areas. Dr. Maschmann has created a document that will include this information. Reminder, the only benefit that truly goes into the negotiations is health insurance and dental insurance. NASB's Sparq Negotiations staff continue to work closely with ESUs for this software product.

10. Bold Step Committee Reports

Dr. Schnoes reported on the Standards Review Committee. The committee will be sending out a survey. Please share the survey with those who use the standards the most. The 2.0 standards should be rolled out in 2027-2028. The first standard review was approximately six years ago.

10.1. Lead

Members:

Bill Heimann, ESU 1

Mitch Hoffer, ESU 2

Brenda McNiff, ESU 5 (Chair)

Drew Harris, ESU 9

Laura Barrett, ESU 13

James McGown, ESU 16

Kanyon Chism, ESU 19

No report.

10.2. Influence & Invest

Members:

Gregg Robke, ESU 4

Corey Dahl, ESU 8

Melissa Wheelock, ESU 10

John Poppert, ESU 11

Takako Olson, ESU 18
Kanyon Chism, ESU 19 (Chair)
No report.

10.3. Advocate

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

10.4. SMART

Members:
Mitch Hoffer, ESU 2
Dan Schnoes, ESU 3
Gregg Robke, ESU 4
Marci Ostmeyer, ESU 7
Melissa Wheelock, ESU 10
Phillip Picquet, ESU 15 (Chair)
Takako Olson, ESU 18
No report.

11. Committee Reports

11.1. Executive Committee Report

The Board President will provide an update from the committee meeting held on November 18, 2025.

Committee Members:

- Board President: Dr. Bill Heimann
- Board Past President: Dr. Brenda McNiff
- Board President-Elect: Dr. Melissa Wheelock
- Secretary: Dr. Laura Barrett
- Treasurer: Geraldine Erickson

11.1.1. Claims, Financial Statements, and Assets for the Month of October
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 October.

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

Discuss, consider, and take all necessary action 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 McGown, James (ESU 16).

Dr. Bill Heimann (ESU 01): Yea
Mitch Hoffer (ESU 02): Yea
Dr. Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Dr. Brenda McNiff (ESU 05): Abstain (Without Conflict)
Dr. Brian Maschmann (ESU 06): Yea
Marci Ostmeyer (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Phillip Picquet (ESU 15): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Takako Olson (ESU 18): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 15, Nay: 0, Abstain (Without Conflict): 1

11.1.2. October Expenses to be paid in November

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

Discuss, consider, and take all necessary action to approve the October expenses to be paid in November Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Dahl, Corey (ESU 08).

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

James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Takako Olson (ESU 18): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 15, Nay: 0, Abstain (Without Conflict): 1

11.1.3. Authorization for the CEO to pay the December bills in the absence of the December Board Meeting

Committee Recommended Motion: Discuss, consider, and take all necessary action to authorize the CEO to pay the December bills in the absence of the December Board Meeting. Discuss, consider, and take all necessary action to authorize the CEO to pay the December bills in the absence of the December Board Meeting Passed with a motion by Harris, Drew (ESU 09) and a second by Robke, Gregg (ESU 04).

Dr. Bill Heimann (ESU 01): Yea
Mitch Hoffer (ESU 02): Yea
Dr. Dan Schnoes (ESU 03): Yea
Gregg Robke (ESU 04): Yea
Dr. Brenda McNiff (ESU 05): Abstain (Without Conflict)
Dr. Brian Maschmann (ESU 06): Yea
Marci Ostmeyer (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Phillip Picquet (ESU 15): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Takako Olson (ESU 18): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 15, Nay: 0, Abstain (Without Conflict): 1

11.1.4. 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.

ESUCC Board President, Dr. Heimann and ESUCC Board Past President, Dr. McNiff will meet with ESUCC CEO Dr. Polk and discuss the CEO evaluation this afternoon after the board meeting. ESUCC Board President Dr. Heimann wanted to note ESUCC CEO Dr. Polk is very passionate about ESUs and ESUCC.

11.2. Education Resources

The Committee Chairperson(s) will provide an update from the committee meeting held on November 18, 2025.

Committee Members:

- Co-Chair: Dr. Brenda McNiff
- Co-Chair: Dr. Laura Barrett
- Marci Ostmeyer
- Geraldine Erickson
- Dr. Kanyon Chism

Geraldine Erickson, ESU 17 Administrator, provided the update to the board.

CEO Report Update: P2E Update, if there is an interest, CEO Dr. Polk needs to know as soon as possible. Millard is already working on P2E and is willing to share information. CEO Dr. Polk will follow up to gather further information for Elementary and Special Education.

BITS Update: ESUCC CEO Dr. Polk reviewed the BITS Funding Chart.

Assistant Technology Director, Todd Hatcher, conducted the SRS Board Presentation.

11.2.1. 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.

Committee Recommended Motion: Discuss, consider, and take all necessary action to approve the ESUPO Reimagined Proposal, as presented.

Discuss, consider, and take all necessary action to approve the ESUPO Reimagined Proposal, as presented Passed with a motion by Erickson, Geraldine (ESU 17) and a second by Chism, Kanyon (ESU 19).

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

Gregg Robke (ESU 04): Yea
Dr. Brian Maschmann (ESU 06): Abstain (Without Conflict)
Marci Ostmeyer (ESU 07): Yea
Corey Dahl (ESU 08): Yea
Drew Harris (ESU 09): Yea
Dr. Melissa Wheelock (ESU 10): Yea
John Poppert (ESU 11): Yea
Phillip Picquet (ESU 15): Yea
James McGown (ESU 16): Yea
Geraldine Erickson (ESU 17): Yea
Dr. Takako Olson (ESU 18): Yea
Dr. Kanyon Chism (ESU 19): Yea
Yea: 14, Nay: 0, Abstain (Without Conflict): 1

11.3. Legal Committee

The Committee Chairperson(s) will provide an update from the committee meeting held on November 18, 2025.

During this time, or around 11am CST, Bromms will be invited to speak to the board.

Committee Members:

- Co-Chair: Dr. Melissa Wheelock
- Co-Chair: Phillip Picquet
- Dr. Bill Heimann
- Dr. Dan Schnoes
- Drew Harris
- John Poppert
- Dr. Takako Olson

Phillip Picquet, ESU 15 Administrator, provided the Legal Committee Update.

11.3.1. 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.

Committee Recommendation: Discuss, consider, and take all necessary action to approve the Saint Francis Indian School Interlocal Agreement as presented.

Discuss, consider, and take all necessary action to approve the Saint Francis Indian School Interlocal Agreement as presented Passed with a motion by Wheelock, Melissa (ESU 10) and a second by Picquet, Phillip (ESU 15).

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

Yea: 14, Nay: 0

11.4. Information Services Committee

The Committee Chairperson(s) will provide an update from the committee meeting held on November 18, 2025.

Committee Members:

- Co-Chair: Gregg Robke
- Co-Chair: James McGown
- Mitch Hoffer
- Dr. Brian Maschmann

- Corey Dahl

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

12. ESU Share Out and New Chief Administrator Topics

Dr. Schnoes, ESU 3 Administrator, received a call from the Hampton Inn, Omaha. The Hampton Inn did a remodel and ESU 3 now has a partnership with them to get special pricing. Contact Dr. Schnoes to get more information if you are interested.

Dr. Melissa Wheelock, ESU 10 Administrator, noted to call hotels directly when making hotel reservations. Occasionally, third party sites will charge extra fees with no prior notification.

Ashley Picquet, Art Teacher at Arapahoe-Holbrook Public Schools, will be sending an email out to schools requesting feedback on a survey.

Grackle is in the Coop Marketplace. Grackle will help with accessibility compliance. There are two licensing options, one for unlimited users and one per user.

13. Adjournment

The ESUCC Board Meeting adjourned at 11:36am.

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

1014. Meetings

Board Meetings

ESUCC Board Meetings will be held and conducted in accordance with the Nebraska Open Meetings Act.

Types of Meetings

Regular Meetings, Special Meetings, Workshops, and Retreats: The Board shall generally hold its regular meetings as adopted in its annual schedule of meetings. Other meetings (including special meetings, workshops, and retreats) of at least a quorum of the Board will follow the same notice and Open Meetings Act requirements as regular meetings. The President, CEO, or at least 9 Members of the Board may call for a special meeting. The President or CEO may call for workshops and/or retreats, when deemed appropriate.

Emergency Meetings: Emergency meetings may be called by the President or CEO, and as provided by law.

Notice of Meetings

The Board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all Members and to the public. Notice of regular and special meetings shall be published in a newspaper of general circulation within the area of the ESUCC and, if available, on the newspaper's website. In case of refusal, neglect, or inability of a newspaper to timely publish the notice of a meeting, the Chief Executive Officer may (1) post such notice on the ESUCC's website and (2) post such notice in a conspicuous public place in the ESUCC's jurisdiction. The ESUCC shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication. Newspapers of general circulation shall be those that serve more than one county. Any such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the ESUCC during normal business hours.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and that any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for Board Members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the President or Chief Executive Officer. The Board will communicate the delay to members of the public by posting notice on the ESUCC's website. When possible, the Chief Executive Officer will communicate the information to local media members to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised in accordance with the Board's regular notice provisions.

Minutes

The Secretary or designee will keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice and the substance of all matters discussed.

Any action taken on any question or motion duly moved and seconded shall be by roll call vote, either orally or via electronically, of the Board in open session, and the minutes shall reflect how each member voted, or if the member was absent or not voting.

The minutes of all meetings shall be a public record and will be published on the ESUCC's website.

Committees

Committee Meetings will only be subject to the requirements of this policy if a quorum of the Board members attend the Committee Meeting, or if the Committee holds hearings, makes policy or takes formal action on behalf of the ESUCC Board.

Legal Reference:	Neb. Rev. Stat. § 84-1409, et seq.
Date of Adoption:	November 20, 2024
Date(s) of Review:	January 16, 2026

1015. Time and Place of Meetings

Regular meetings will be scheduled and set by the Board in an annual schedule of meetings. In all cases, the date, time and place of meetings are at the sole discretion of the Board.

Board Members will be notified of all regular or special meetings via board meeting minutes, email, or other reliable methods of notice. In the event of an emergency meeting, the Board President and Chief Executive Officer will give notice to Members as soon as practical via the methods the President and Chief Executive Officer deem most likely to reach Board Members on short notice.

It is each Board Member's responsibility and duty to regularly attend Board Meetings. Board Members are expected to be prepared for and participate in Board Meetings.

Date of Adoption:	November 20, 2024
Date(s) of Review:	January 16, 2026

3009. Electronic Signatures, Records, and Document Retention

Electronic Records with Electronic Signatures

Electronic records with electronic signatures that are created or received by ESUCC shall be appropriately attributed to the individual(s) responsible for their creation and/or authorization or approval. ESUCC shall utilize available technology to implement reliable methods for generating and managing electronic records containing electronic signatures.

Any electronic record containing an electronic signature filed with or issued by ESUCC may be given full force and effect of a paper communication if the following conditions are satisfied:

1. The communication is an electronic filing or recording and ESUCC agrees to accept or send such communication electronically; and
2. If a non-electronic signature is required on the record or communication by any statute, rule, or other applicable law or by the Nebraska Department of Education or other state agency, the signature must conform to the requirements set forth in this policy governing the use of electronic signatures.

Legal Reference:	Neb. Rev. Stat. § 86-611
Date of Adoption:	January 14, 2025
Date(s) of Review:	January 16, 2026

3012. Conflict of Interest and Code of Conduct

1. Board and staff member conflicts of interest are governed by the ESUCC conflict of interest policies.
2. Purchases covered by this policy are subject to the following additional provisions.
 - a. Employees, officers, and agents engaged in the selection, award, and/or administration of ESUCC contracts which are prohibited from engaging in such actions if the employee, officer, or agent has a real or apparent conflict of interest is present.
 - b. Such a conflict of interest would typically arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract under consideration.
 - c. The Board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.
3. Enforcement
 - a. The Chief Executive Officer and/or Board may take appropriate disciplinary authority against any individual who violates this Conflict of Interest Policy.
 - b. Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the ESUCC at the board's discretion.

Legal Reference:	Neb. Rev. Stat. § 49-1425 Neb. Rev. Stat. §§ 49-14,101, et seq Neb. Rev. Stat. § 79-818; Neb. Rev. Stat. § 79-544
Date of Adoption:	January 14, 2025
Date(s) of Review:	January 16, 2026

3025. Distribution of Materials

Distribution of printed or other material on ESUCC property is prohibited if such distribution:

1. Interferes or reasonably can be forecast to interfere with the ESUCC's operations;
2. Involves offensive material (obscene, profane, abusive, advocates or promotes violence or action contrary to the mission of the ESU); or
3. Is primarily commercial or business advertisement or solicits funds.

Distribution of materials inside ESUCC buildings must have prior authorization from the Administrator or designee.

Legal Reference:	
Date of Adoption:	October 17, 2025
Date(s) of Review:	January 16, 2026

AEPA #023-A Maintenance Repair and Operations

EXTENSION OF AGREEMENT

made by and between

Best Plumbing Specialties, Inc. (Vendor)

and

ESU Coordinating Council, NE. **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-B Custodial Supplies and Equipment

EXTENSION OF AGREEMENT

made by and between

Busch Systems International, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-B Custodial Supplies and Equipment

EXTENSION OF AGREEMENT

made by and between

Hillyard, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-C Office Supplies and Equipment

EXTENSION OF AGREEMENT

made by and between

Quill Corporation (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-D School and Instructional Supplies

EXTENSION OF AGREEMENT

made by and between

Blick Art Materials (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-D School and Instructional Supplies

EXTENSION OF AGREEMENT

made by and between

Just Right Reader (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-D School and Instructional Supplies

EXTENSION OF AGREEMENT

made by and between

Lakeshore Learning Materials (Vendor)

and

CESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-D School and Instructional Supplies

EXTENSION OF AGREEMENT

made by and between

Quill Corporation (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-D School and Instructional Supplies

EXTENSION OF AGREEMENT

made by and between

School Specialty, LLC (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-E Technology Buyback Service

EXTENSION OF AGREEMENT

made by and between

Total Technology (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-G Athletic Supplies and Equipment

EXTENSION OF AGREEMENT

made by and between

Partac Peat Corporation (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #023-G Athletic Supplies and Equipment

EXTENSION OF AGREEMENT

made by and between

School Specialty, LLC (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-A Athletic Surfaces

EXTENSION OF AGREEMENT

made by and between

ACT Global (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-A Athletic Surfaces

EXTENSION OF AGREEMENT

made by and between

AstroTurf Corporation (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-A Athletic Surfaces

EXTENSION OF AGREEMENT

made by and between

FieldTurf USA, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-A Athletic Surfaces

EXTENSION OF AGREEMENT

made by and between

Hellas Construction, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-A Athletic Surfaces

EXTENSION OF AGREEMENT

made by and between

The Motz Group (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-A Athletic Surfaces

EXTENSION OF AGREEMENT

made by and between

Shaw Sports Turf (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-A Athletic Surfaces

EXTENSION OF AGREEMENT

made by and between

Sports Surfaces Distributing (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-B Electric Vehicle Charging Stations

EXTENSION OF AGREEMENT

made by and between

Blink Network, LLC (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-B Electric Vehicle Charging Stations

EXTENSION OF AGREEMENT

made by and between

InCharge Energy, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-C Digital Resources and Instructional Materials

EXTENSION OF AGREEMENT

made by and between

Barnes & Noble Booksellers, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-C Digital Resources and Instructional Materials

EXTENSION OF AGREEMENT

made by and between

Complete Book & Media Supply, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-C Digital Resources and Instructional Materials

EXTENSION OF AGREEMENT

made by and between

EPS Operations, LLC (Vendor)

and

ESU Coordinating Council, NE (Member)

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-C Digital Resources and Instructional Materials

EXTENSION OF AGREEMENT

made by and between

Flinn Scientific, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-C Digital Resources and Instructional Materials

EXTENSION OF AGREEMENT

made by and between

Mackin Educational Resources (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-C Digital Resources and Instructional Materials

EXTENSION OF AGREEMENT

made by and between

The OrganWise Guys, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-C Digital Resources and Instructional Materials

EXTENSION OF AGREEMENT

made by and between

SchoolsPLP (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-D Computerized Maintenance Management System

EXTENSION OF AGREEMENT

made by and between

Brightly Software, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-D Computerized Maintenance Management System

EXTENSION OF AGREEMENT

made by and between

Facilities Management Express, LLC (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-F Digital Display Solutions

EXTENSION OF AGREEMENT

made by and between

Daktronics, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-G Vehicles

EXTENSION OF AGREEMENT

made by and between

Chalmers Ford (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-G Vehicles

EXTENSION OF AGREEMENT

made by and between

Melloy Fleet (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-G Vehicles

EXTENSION OF AGREEMENT

made by and between

PFVT Motors, LLC (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-G Vehicles

EXTENSION OF AGREEMENT

made by and between

Schmelz Countryside (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #024-H Audio Visual Integration

EXTENSION OF AGREEMENT

made by and between

Audio Enhancement, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-A Athletic Field Lighting

EXTENSION OF AGREEMENT

made by and between

GeoSport Lighting (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-A Athletic Field Lighting

EXTENSION OF AGREEMENT

made by and between

Hellas Construction, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-A Athletic Field Lighting

EXTENSION OF AGREEMENT

made by and between

IKIO LED Lighting (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-A Athletic Field Lighting

EXTENSION OF AGREEMENT

made by and between

PSG Energy Services (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-B Hardwood & Synthetic Flooring

EXTENSION OF AGREEMENT

made by and between

Sport Surfaces Distributing, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-C Copiers, MFPs, Printers & Managed Print Services

EXTENSION OF AGREEMENT

made by and between

Dex Imaging (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-C Copiers, MFPs, Printers & Managed Print Services

EXTENSION OF AGREEMENT

made by and between

Kyocera Document Solutions America, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-D Roofing and Related Services

EXTENSION OF AGREEMENT

made by and between

Weatherproofing Technologies, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-E Security Solutions

EXTENSION OF AGREEMENT

made by and between

Bluebird (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-E Security Solutions

EXTENSION OF AGREEMENT

made by and between

Centegix (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-E Security Solutions

EXTENSION OF AGREEMENT

made by and between

SAS Halo (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-E Security Solutions

EXTENSION OF AGREEMENT

made by and between

School Specialty, Inc. (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-E Security Solutions

EXTENSION OF AGREEMENT

made by and between

South Western Communication (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-F Cybersecurity & Training

EXTENSION OF AGREEMENT

made by and between

Act Zero (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-F Cybersecurity & Training

EXTENSION OF AGREEMENT

made by and between

Caetra.io (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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

Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-F Cybersecurity & Training

EXTENSION OF AGREEMENT

made by and between

CDW Government, Inc. (Vendor)

and

ESU Coordinating Council, NE (Member)

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-F Cybersecurity & Training

EXTENSION OF AGREEMENT

made by and between

Forward-Edge (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-F Cybersecurity & Training

EXTENSION OF AGREEMENT

made by and between

ResoluteGuard (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

Contract Term: March 1, 2026 - February 28, 2027

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-F Cybersecurity & Training

EXTENSION OF AGREEMENT

made by and between

SHI (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-F Cybersecurity & Training

EXTENSION OF AGREEMENT

made by and between

Twotree Technologies (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-H Playground Equipment

EXTENSION OF AGREEMENT

made by and between

Great Southern Recreation (Vendor)

and

ESU Coordinating Council, NE **(Member)**

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____

AEPA #025-H Playground Equipment

EXTENSION OF AGREEMENT

made by and between

Playcraft Systems, LLC (Vendor)

and

ESU Coordinating Council, NE (Member)

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

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Member

Authorized Signature _____ Title Chief Executive Officer

Typed Name Larianne Polk Date _____

Vendor

Authorized Signature _____ Title _____

Typed Name _____ Date _____

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

Authorized Signature _____ Title _____

Typed Name _____ Date _____



Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. ~~PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Member Agency will provide a copy of the document to the Respondent.~~

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>AmTab Manufacturing</u>	Date	<u>9/12/2025</u>
Address	<u>600 Eagle Drive</u>	City, State Zip	<u>Bensenville, IL 60106</u>
Contact Person	<u>Matt Freas</u>	Title	<u>Manager - Partnerships</u>
Authorized Signature	<u><i>Matt Freas</i></u>	Title	<u>Manager - Partnerships</u>
Email	<u>ContractTeam@AmTab.com</u>	Phone	<u>630-301-7600</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>ESU Coordinating Council, NE</u>		
Authorized Representative	<u>Larianne Polk</u>		
Authorized Signature	<u></u>		
Awarded this	<u>16th</u>	day of	<u>January</u>
Contract to commence-check one (Member Agency to select)	<input type="checkbox"/> <u>3/1/2026</u>	X Or	<u>Date Signed</u>
Contract Number	<u>AEPA 026-A Furniture</u>		



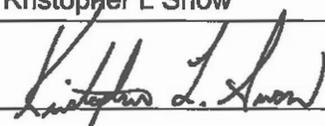
Acceptance of Solicitation & Contract

Association of Educational

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PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Demco, Inc</u>	Date	<u>09-15-2025</u>
Address	<u>4810 Forest Run Rd</u>	City, State Zip	<u>Madison, WI 53704</u>
Contact Person	<u>Kristopher L Snow</u>	Title	<u>Contracts Facilitator</u>
Authorized Signature		Title	<u></u>
Email	<u>contracts@demco.com</u>	Phone	<u>866.558.9068</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>ESU Coordinating Council, NE</u>
Authorized Representative	<u>Larianne Polk</u>
Authorized Signature	<u></u>

Awarded this 16th	<u> </u>	day of	<u>January</u>	Contract Number	<u>AEPA 026-A Furniture</u>
Contract to commence-check one					
(Member Agency to select)	<input type="checkbox"/>	<u>3/1/2026</u>	<input checked="" type="checkbox"/>	Or	Date signed



Acceptance of Solicitation & Contract

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Business Name	<u>Lakeshore Learning Materials, LLC</u>	Date	<u>9/9/2025</u>
Address	<u>2695 E. Dominguez Street</u>	City, State Zip	<u>Carson, CA 90895</u>
Contact Person	<u>Johanna Lopez</u>	Title	<u>Bid Analyst</u>
Authorized Signature		Title	<u>Bid Analyst</u>
Email	<u>biddept@lakeshorelearning.com</u>	Phone	<u>(800) 421-5354</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>ESU Coordinating Council, NE</u>		
Authorized Representative	<u>Larianne Polk</u>		
Authorized Signature	_____		
Awarded this	<u>16th</u>	day of	<u>January</u>
Contract to commence-check one	Contract Number <u>AEPA 026-A Furniture</u>		
(Member Agency to select)	<input checked="" type="checkbox"/> <u>3/1/2026</u>	<input type="checkbox"/> Or	<input type="checkbox"/> <u>Date Signed</u>



Acceptance of Solicitation & Contract

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PART I: RESPONDENT

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Business Name	<u>National Business Furniture LLC</u>	Date	<u>9/8/25</u>
Address	<u>770 S 70th St</u>	City, State Zip	<u>Milwaukee WI 53214</u>
Contact Person	<u>Joanna Terry</u>	Title	<u>Director</u>
Authorized Signature	<u><i>Joanna Terry</i></u>	Title	<u>Director</u>
Email	<u>Joannat@nbf.com</u>	Phone	<u>414-276-8511</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>ESU Coordinating Council, NE</u>		
Authorized Representative	<u>Larianne Polk</u>		
Authorized Signature	<u></u>		
Awarded this	<u>16th</u>	day of	<u>January</u>
Contract to commence-check one	Contract Number <u>AEPA 026-A Furniture</u>		
(Member Agency to select)	<input type="checkbox"/> <u>3/1/2026</u>	<input type="checkbox"/> Or	<input type="checkbox"/> <u>Date Signed</u>



Association of Educational

Acceptance of Solicitation & Contract

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Business Name	<u>Quill LLC</u>	Date	<u>9/10/2025</u>
Address	<u>300 Tri-State International Dr, Suite 300</u>	City, State Zip	<u>Lincolnshire, IL 60069</u>
Contact Person	<u>Brian Leonard</u>	Title	<u>Vice President of Sales</u>
Authorized Signature		Title	<u>Vice President of Sales</u>
Email	<u>bid@quill.com</u>	Phone	<u>800-634-4809</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency ESU Coordinating Council, NE

Authorized Representative Larianne Polk

Authorized Signature _____

Awarded this 16th _____ **day of** January **Contract Number** AEPA 026-A Furniture

Contract to commence-check one 3/1/2026 **Or Date Signed**

(Member Agency to select)



Association of Educational

Acceptance of Solicitation & Contract

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Business Name	<u>School Specialty, LLC</u>	Date	<u>09/11/2025</u>
Address	<u>W6316 Design Drive</u>	City, State Zip	<u>Greenville, WI 54942</u>
Contact Person	<u>Sarah Peterson</u>	Title	<u>Assistant Secretary</u>
Authorized Signature	<u><i>Sarah J. Peterson</i></u>	Title	<u>Assistant Secretary</u>
Email	<u>bidnotices@schoolspecialty.com</u>	Phone	<u>888-388-3224</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>ESU Coordinating Council, NE</u>
Authorized Representative	<u>Larriane Polk</u>
Authorized Signature	<u></u>

Awarded this 16th	day of	January	Contract Number	AEPA 026-A Furniture
Contract to commence-check one	<input type="checkbox"/> 3/1/2026		<input type="checkbox"/> Or Date Signed	
(Member Agency to select)				



Acceptance of Solicitation & Contract

Association of Educational
Authorized Representative

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Business Name	<u>Quill LLC</u>	Date	<u>9/10/2025</u>
Address	<u>300 Tri-State International Dr, Suite 300</u>	City, State Zip	<u>Lincolnshire, IL 60069</u>
Contact Person	<u>Brian Leonard</u>	Title	<u>Vice President of Sales</u>
Authorized Signature		Title	<u>Vice President of Sales</u>
Email	<u>bid@quill.com</u>	Phone	<u>800-634-4809</u>

PART II: AWARDING MEMBER AGENCY

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Awarding Agency	<u>ESU Coordinating Council, NE</u>
Authorized Representative	<u>Larianne Polk</u>
Authorized Signature	<u></u>

Awarded this <u>16th</u> day of <u>January</u> Contract Number <u>AEPA 026-B Health-Wellness</u>
Contract to commence-check one (Member Agency to select) <input type="checkbox"/> <u>3/1/2026</u> <input checked="" type="checkbox"/> Or Date Signed



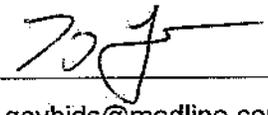
Acceptance of Solicitation & Contract

Association of Educational

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PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Medline Industries, LP</u>	Date	<u>9/16/2025</u>
Address	<u>3 Lakes Drive</u>	City, State Zip	<u>Northfield, IL 60093</u>
Contact Person	<u>Troy Lothar</u>	Title	<u>Authorized Person</u>
Authorized Signature		Title	<u>Authorized Person</u>
Email	<u>govbids@medline.com</u>	Phone	<u>8479492696</u>

PART II: AWARDING MEMBER AGENCY

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Awarding Agency	<u>ESU Coordinating Council, NE</u>
Authorized Representative	<u>Larianne Polk</u>
Authorized Signature	_____

Awarded this	<u>16th</u>	day of	<u>January</u>	Contract Number	<u>AEPA 026-B Health-Wellness</u>
Contract to commence-check one					
(Member Agency to select)					
<input type="checkbox"/> 3/1/2026				<input checked="" type="checkbox"/> Or Date Signed	



Association of Educational

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Business Name	<u>Neuralign USA LLC</u>	Date	<u>09/10/2025</u>
Address	<u>19 Eastview rd</u>	City, State Zip	<u>Monsey NY 10952</u>
Contact Person	<u>Paul Howerd</u>	Title	<u>Head of Growth</u>
Authorized Signature	<u><i>Paul Howerd</i></u>	Title	<u>Head of Growth</u>
Email	<u>paul@neuralign.us</u>	Phone	<u>929-406-1514</u>

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Awarding Agency	<u>ESU Coordinating Council, NE</u>
Authorized Representative	<u>Larianne Polk</u>
Authorized Signature	<u></u>

Awarded this	<u>16th</u>	day of	<u>January</u>	Contract Number	<u>AEPA 026-B Health-Wellness</u>
Contract to commence-check one (Member Agency to select)	<input type="checkbox"/>	<u>3/1/2026</u>	<input checked="" type="checkbox"/>	Or	<u>Date Signed</u>



Acceptance of Solicitation & Contract

Association of Educational

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Business Name	<u>School Health Corporation</u>	Date	<u>09/15/2025</u>
Address	<u>5600 Apollo Dr</u>	City, State Zip	<u>Rolling Meadows, IL 60008</u>
Contact Person	<u>Stephanie Spencer</u>	Title	<u>National Contracts Manager</u>
Authorized Signature	<u><i>Stephanie Spencer</i></u>	Title	<u>National Contracts Manager</u>
Email	<u>sspencer@schoolhealth.com</u>	Phone	<u>630-339-7950</u>

PART II: AWARDING MEMBER AGENCY

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Awarding Agency _____

Authorized Representative _____

Authorized Signature _____

Awarded this	day of	Contract Number
Contract to commence-check one (Member Agency to select)	<input type="checkbox"/> 3/1/2026	<input type="checkbox"/> Or



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Association of Educational

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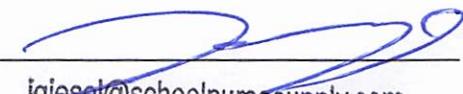
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Business Name School Nurse Supply, Inc. Date 9/11/25

Address 1745 Wallace Ave. City, State Zip St. Charles, IL 60174

Contact Person Jeff Giesel Title Bid Manager

Authorized Signature  Title Bid Manager

Email kgiesel@schoolnursesupply.com Phone 800-485-2737

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Awarding Agency ESU Coordinating Council, NE

Authorized Representative Larriane Polk

Authorized Signature _____

Awarded this 16th day of January Contract Number AEPA 026-B Health-Wellness

Contract to commence-check one 3/1/2026 Or Date Signed

(Member Agency to select)



Acceptance of Solicitation & Contract

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Business Name	<u>TInyEYE Therapy Services</u>	Date	<u>September 2, 2025</u>
Address	<u>105A-111 Research Drive</u>	City, State Zip	<u>Saskatoon, Saskatchewan, S7N 3R2, Canada</u>
Contact Person	<u>Gregory Sutton</u>	Title	<u>Chief Executive Officer</u>
Authorized Signature		Title	<u>Chief Executive Officer</u>
Email	<u>gsutton@tinyeye.com</u>	Phone	<u>1-877-846-9393</u>

PART II: AWARDING MEMBER AGENCY

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Awarding Agency	<u>ESU Coordinating Council, NE</u>		
Authorized Representative	<u>Larianne Polk</u>		
Authorized Signature	_____		
Awarded this	<u>16th</u>	day of	<u>January</u>
Contract to commence-check one (Member Agency to select)	<input type="checkbox"/> <u>3/1/2026</u>		Contract Number <u>AEPA 026-B Health-Wellness</u>
	<input checked="" type="checkbox"/> Or Date signed		



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Association of Educational

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Business Name	<u>Facility Solutions Group, Inc</u>	Date	<u>9/11/2025</u>
Address	<u>300 Madison Ave</u>	City, State Zip	<u>Manalapan, NJ 07726</u>
Contact Person	<u>Stephen Malave</u>	Title	<u>Vice President</u>
Authorized Signature		Title	<u>Vice President</u>
Email	<u>Stephen.malave@fsgj.com</u>	Phone	<u>732-826-6100</u>

PART II: AWARDING MEMBER AGENCY

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Awarding Agency ESU Coordinating Council, NE

Authorized Representative Larianne Polk

Authorized Signature _____

Awarded this 16th day of January Contract Number AEPA 026-C LED Lighting

Contract to commence-check one (Member Agency to select) 3/1/2026 Or Date Signed _____



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Business Name	<u>SHI International Corp.</u>	Date	<u>09/12/2025</u>
Address	<u>290 Davidson Ave.</u>	City, State Zip	<u>Somerset, NJ 08873</u>
Contact Person	<u>Moitrayee Majumdar</u>	Title	<u>Senior Proposal Specialist</u>
Authorized Signature	<u><i>Moitrayee Majumdar</i></u>	Title	<u>Senior Proposal Specialist</u>
Email	<u>Moitrayee_Majumdar@SHI.com</u>	Phone	<u>888-764-8888</u>

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Authorized Representative	<u>Larianne Polk</u>		
Authorized Signature	<u></u>		
Awarded this	<u>16th</u>	day of	<u>January</u>
Contract to commence-check one	Contract Number <u>AEPA 026-D Technology</u>		
(Member Agency to select)	<input type="checkbox"/> <u>3/1/2026</u>	<input type="checkbox"/> Or	<input type="checkbox"/> <u>Date Signed</u>



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Business Name	<u>CDW Government LLC</u>	Date	<u>9/12/25</u>
Address	<u>230 N. Milwaukee Avenue</u>	City, State Zip	<u>Vernon Hills, IL 60061</u>
Contact Person	<u>Adam Greene</u>	Title	<u>Sales Manager</u>
Authorized Signature	<u><i>Dario Bertocchi</i></u>	Title	<u>VP Contracting Operations</u>
Email	<u>adagree@cdwg.com</u>	Phone	<u>(630) 649-8619</u>

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Authorized Representative	<u>Larianne Polk</u>		
Authorized Signature	<u></u>		
Awarded this	<u>16th</u>	day of	<u>January</u>
Contract to commence-check one	Contract Number <u>AEPA 026-D Technology</u>		
(Member Agency to select)	<input checked="" type="checkbox"/> <u>3/1/2026</u>	<input type="checkbox"/> Or	<input type="checkbox"/> <u>Date Signed</u>



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Business Name	<u>EverDriven Technologies, LLC.</u>	Date	<u>9/15/2025</u>
Address	<u>5680 Greenwood Plaza Blvd, Suite 550S</u>	City, State Zip	<u>Greenwood Village, CO 80111</u>
Contact Person	<u>Danielle Press</u>	Title	<u>Chief Growth Officer</u>
Authorized Signature		Title	<u>Chief Growth Officer</u>
Email	<u>everdriven@everdriven.com</u>	Phone	<u>877.225.7750</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>ESU Coordinating Council, NE</u>
Authorized Representative	<u>Larriane Polk</u>

Authorized Signature _____

Awarded this	<u>16th</u>	day of	<u>January</u>	Contract Number	<u>AEPA 026-E Student Transportation</u>
Contract to commence-check one (Member Agency to select)	<input type="checkbox"/> <u>3/1/2026</u>		<input type="checkbox"/> Or Date Signed		



Acceptance of Solicitation & Contract

Association of Educational

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Member Agency will provide a copy of the document to the Respondent.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Highland Electric Fleets, Inc</u>	Date	<u>9 / 14 / 2025</u>
Address	<u>200 Cummings Center, Suite 273D</u>	City, State Zip	<u>Beverly, MA 01915</u>
Contact Person	<u>Brendan Beasley</u>	Title	<u>General Counsel</u>
Authorized Signature	<u></u>	Title	<u>General Counsel</u>
Email	<u>brendan@highlandfleets.com</u>	Phone	<u>773-343-1428</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>ESU Coordinating Council, NE</u>
Authorized Representative	<u>Larianne Polk</u>
Authorized Signature	<u></u>

Awarded this	<u>16th</u>	day of	<u>January</u>	Contract Number	<u>AEPA 026-E Student Transportation</u>
Contract to commence-check one (Member Agency to select)	<input type="checkbox"/> 3/1/2026		<input checked="" type="checkbox"/> Or		Date Signed

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (BY ITEM)	Responsibility Certification (YES/NO)	Initial
1. Violation of Contract Terms and Conditions	Yes	BB
2. Termination for Cause of Convenience	Yes	BB
3. Davis-Bacon Act	Yes	BB
4. Contract Work Hours and Safety Standards Act	Yes	BB
5. Right to Inventions Made Under a Contract or Agreement	Yes	BB
6. Clean Air Act and Federal Water Pollution Control Act	Yes	BB
7. Debarment and Suspension	Yes	BB
8. Byrd Anti-Lobbying Amendment	Yes	BB
9. Procurement of Recovered Materials	Yes	BB
10. Profit as a Separate Element of Price	Yes	BB
11. General Compliance with Participating Agencies	Yes	BB
12. Governing Law; Forum Selection.	Yes	BB

Highland Electric Fleets, Inc.

Name of Business

Brendan Beasley

Signature of Authorized Representative

Brendan Beasley

Printed Name

9/14/2025

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Brendan Beasley

Authorized Representative (Please print or type)

200 Cummings Center, Suite 273D

Mailing Address

General Counsel

Title (Please print or type)

Beverly, MA 01915

City, State, Zip



Signature of Authorized Representative

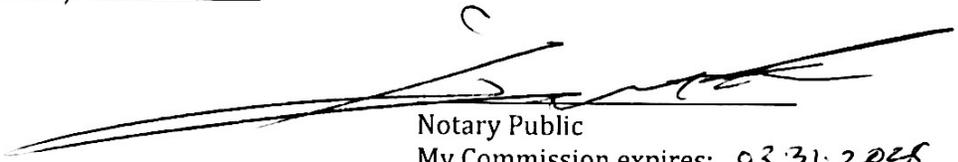
9/17/2025

Date

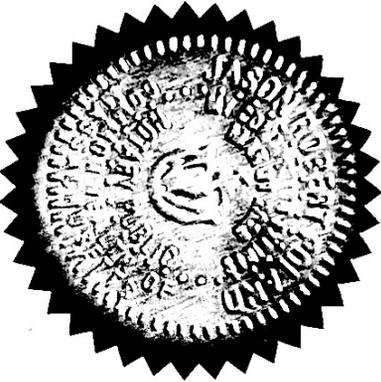
STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

SUBSCRIBED AND SWORN TO before me this 14th day of SEPTEMBER, 2025 by
Brandon Stacey Parsley



Notary Public
My Commission expires: 03/31/2028
Notary ID: N/A



JASON ROBERT POLAND
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
March 31, 2028



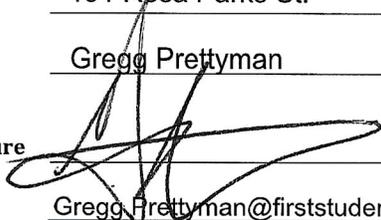
Acceptance of Solicitation & Contract

Association of Educational

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PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>First Student, Inc.</u>	Date	<u>9/10/25</u>
Address	<u>191 Rosa Parks St.</u>	City, State Zip	<u>Cincinnati, OH 45202</u>
Contact Person	<u>Gregg Prettyman</u>	Title	<u>VP of Alternative Transportation</u>
Authorized Signature		Title	<u></u>
Email	<u>Gregg.Prettyman@firststudentinc.com</u>	Phone	<u>760.405.7171</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>ESU Coordinating Council, NE</u>
Authorized Representative	<u>Larianne Polk</u>
Authorized Signature	<u></u>

Awarded this	<u>16th</u>	day of	<u>January</u>	Contract Number	<u>AEPA 026-E Student Transportation</u>
Contract to commence-check one					
(Member Agency to select)					
			<input type="checkbox"/> <u>3/1/2026</u>	<input checked="" type="checkbox"/> Or	<u>Date Signed</u>



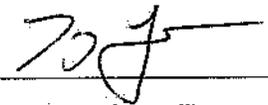
Acceptance of Solicitation & Contract

Association of Educational

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Business Name	<u>Medline Industries, LP</u>	Date	<u>9/16/2025</u>
Address	<u>3 Lakes Drive</u>	City, State Zip	<u>Northfield, IL 60093</u>
Contact Person	<u>Troy Lothar</u>	Title	<u>Authorized Person</u>
Authorized Signature		Title	<u>Authorized Person</u>
Email	<u>govbids@medline.com</u>	Phone	<u>8479492696</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>ESU Coordinating Council, NE</u>
Authorized Representative	<u>Larianne Polk</u>
Authorized Signature	_____

Awarded this	<u>16th</u>	day of	<u>January</u>	Contract Number	<u>AEPA 026-F EMS</u>
Contract to commence-check one		<input type="checkbox"/> 3/1/2026		<input checked="" type="checkbox"/> Or Date Signed	
(Member Agency to select)					



Acceptance of Solicitation & Contract

Association of Educational

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Business Name	<u>School Health Corporation</u>	Date	<u>09/15/2025</u>
Address	<u>5600 Apollo Dr</u>	City, State Zip	<u>Rolling Meadows, IL 60008</u>
Contact Person	<u>Stephanie Spencer</u>	Title	<u>National Contracts Manager</u>
Authorized Signature	<u><i>Stephanie Spencer</i></u>	Title	<u>National Contracts Manager</u>
Email	<u>sspencer@schoolhealth.com</u>	Phone	<u>630-339-7950</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

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Authorized Representative	<u>Larianne Polk</u>
Authorized Signature	_____

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Contract to commence-check one (Member Agency to select)	<input type="checkbox"/> 3/1/2026		<input checked="" type="checkbox"/> Or Date Signed		



2025-2028 SPECIAL BUY AGREEMENT

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

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

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

4. **Term.** This Agreement is effective on January 16, 2026 (“Effective Date”) and shall continue until 12:00 midnight (CST) on January 15, 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:
20-2840861
- 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: ClassLink, Inc.
45 E Madison Ave, Suite 7
Clifton, NJ 07011

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: Doug Nimmo
Title: VP of Sales
Date: _____

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

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

ClassLink provides a secure, centralized digital access platform that makes it easy for students and staff to access learning applications and resources—anytime, anywhere—with **one login**. ClassLink helps districts simplify access, strengthen security, streamline rostering, and gain visibility into application usage and adoption.

Seamless Access for Students & Staff

- **Single Sign-On (SSO):** One secure login for district-approved digital learning tools
 - **LaunchPad Portal:** A personalized dashboard for quick access to apps, files, and instructional resources
 - **Anywhere Access:** Works across devices including Chromebooks, Windows, Mac, and iPad
 - **Simplified Experience:** Reduces login issues and saves instructional time
-

Identity Management

ClassLink helps districts manage digital identities across systems so the right users have the right access—automatically and securely.

- **Identity Sync Across Systems:** Connects to Google, Azure AD, Active Directory, and SIS sources to keep accounts accurate and up to date
 - **Automated Account Lifecycle:** Provision, update, and deprovision accounts based on district-defined rules and authoritative data
 - **Role-Based Access Control:** Assign access by role, school, grade, and attributes to ensure consistent, policy-driven permissions
-

Strong Security & Protection

ClassLink helps protect district identities and accounts while enabling safe, secure access.

- **Multi-Factor Authentication (MFA):** Adds an additional layer of login security to reduce account compromise
- **ThreatScan (Real-Time Threat Detection):** Detects and flags suspicious login behavior such as unusual access patterns, impossible travel, and credential misuse
- **Secure Authentication Integrations:** Works with common authentication methods and identity systems (SAML, LDAP, OAuth, Google, Azure AD, AD)

- **Policy-Based Access Controls:** Configurable access rules by role, school, location, time, or other district-defined policies

Automated Rostering & Account Provisioning

- **Secure Rostering (OneRoster):** Automates roster data and provisioning to supported learning apps
- **SIS Integration Support:** Connects to your Student Information System to keep data accurate and current
- **Sync Health Monitoring:** Helps ensure rostering data is delivered reliably and errors are identified quickly

Analytics

ClassLink provides actionable data through usage analytics so district leaders can make smarter decisions.

- **AppTrack (App Usage Analytics):** Understand which applications are being used, by whom, and how often
- **Adoption Insights:** Identify trends across schools, grades, roles, and time periods
- **Operational Reporting:** Exportable reports to support curriculum planning, licensing decisions, and stakeholder reporting

Implementation Services Included

ClassLink partners with your district to ensure a smooth launch and long-term success.

- **Kickoff & Implementation Plan:** Clear milestones, timelines, and responsibilities
- **Platform Setup & Configuration:** Branding, roles, access policies, and portal setup
- **SSO Setup for District Applications:** Configuration and validation for district-identified apps
- **Identity & Directory Integration:** Connection to identity sources and setup of synchronization rules
- **Rostering Setup (if applicable):** SIS connection, mapping, and roster sync configuration
- **Testing & Go-Live Support:** Validation and launch readiness review
- **Training:** Admin and technical training plus end-user resources and guides

Ongoing Support & Customer Success

- **Customer Success Support:** Ongoing check-ins and platform optimization guidance
- **Technical Support:** Support for district administrators and technical contacts
- **Resource Library:** Documentation, training materials, and best-practice guidance
- **Service Updates & Communications:** Product updates, maintenance notices, and status reporting

EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

Setup and Training (one time cost)	Frequency	List price (no discount)
ClassLink Service - Setup and Training (up to 500 users)	One Time	\$1,550.00
ClassLink Service - Setup and Training (501-5,000 users)	One Time	\$3,575.00
ClassLink Service - Setup and Training (5,001-10,000 users)	One Time	\$4,595.00
ClassLink Service - Setup and Training (10,001-15,000 users)	One Time	\$5,695.00
ClassLink Service - Setup and Training (15,001-25,000 users)	One Time	\$8,495.00
ClassLink Service - Setup and Training (25,001-50,000 users)	One Time	\$10,995.00
ClassLink Service - Setup and Training (50,001-100,000 users)	One Time	\$13,995.00
ClassLink Service - Setup and Training (100,001+ users)	One Time	\$19,995.00

Annual Small School Site License	Frequency	List Price	Ambassador Price w/10% Discount
ClassLink Annual Site License (up to 500 users)	Annual	\$2,055.00	\$1,849.50

Annual User License - Full Suite	Frequency	List Price	Ambassador Price w/10% Discount
ClassLink Annual License - per user (501-5,000 users)	Annual	\$3.95	\$3.56
ClassLink Annual License - per user (5,001-10,000 users)	Annual	\$3.80	\$3.42
ClassLink Annual License - per user (10,001-15,000 users)	Annual	\$3.55	\$3.20
ClassLink Annual License - per user (15,001-25,000 users)	Annual	\$3.30	\$2.97
ClassLink Annual License - per user (25,001-50,000 users)	Annual	\$3.05	\$2.75
ClassLink Annual License - per user (50,001-100,000 users)	Annual	\$2.80	\$2.52
ClassLink Annual License - per user (100,001+ users)	Annual	\$2.60	\$2.34

Annual User License - OneSync & Roster Server Only	Frequency	List Price	Ambassador Price w/10% Discount
ClassLink Roster Server + OneSync Annual License - per student [Rostering and Provisioning only, does not include LaunchPad SSO, Analytics, Parent Portal, or Public Portal]	Annual	\$1.75	\$1.58

Annual Roster Server Hosting	Frequency	List Price (no discount)
ClassLink Roster Server Annual Hosting (up to 5,000 users) [Required where ClassLink hosts the Roster Server on behalf of school]	Annual	\$525.00
ClassLink Roster Server Annual Hosting (5,001-10,000 users) [Required where ClassLink hosts the Roster Server on behalf of school]	Annual	\$775.00
ClassLink Roster Server Annual Hosting (10,001-100,000 users) [Required where ClassLink hosts the Roster Server on behalf of school]	Annual	\$1,350.00
ClassLink Roster Server Annual Hosting (100,001-200,000 users) [Required where ClassLink hosts the Roster Server on behalf of school]	Annual	\$2,075.00
ClassLink Roster Server Annual Hosting (200,001+ users) [Required where ClassLink hosts the Roster Server on behalf of school]	Annual	\$4,125.00

Add-On Features

Analytics Plus Annual License	Frequency	List Price	Ambassador Price w/10% Discount
ClassLink Analytics+ Annual License - per user (501+ users)	Annual	\$0.25	\$0.23
ClassLink Analytics+ Annual Site License - (up to 500 users)	Annual	\$100.00	\$90.00

AppTrack Annual License	Frequency	List Price	Ambassador Price w/10% Discount
ClassLink DataGuard Annual License - per user (501+ users)	Annual	\$0.25	\$0.23
ClassLink DataGuard Annual Site License - (up to 500 users)	Annual	\$100.00	\$90.00

DataGuard Annual License	Frequency	List Price	Ambassador Price w/10% Discount
ClassLink DataGuard Annual License - per user (501+ users)	Annual	\$0.25	\$0.23
ClassLink DataGuard Annual Site License - (up to 500 users)	Annual	\$100.00	\$90.00

OneData Annual License	Frequency	List Price	Ambassador Price w/10% Discount
ClassLink DataGuard Annual License - per user (501+ users)	Annual	\$2.00	\$1.80
ClassLink DataGuard Annual Site License - (up to 500 users)	Annual	\$695.00	\$625.50

ThreatScan Annual License	Frequency	List Price	Ambassador Price w/10% Discount
ClassLink DataGuard Annual License - per user (501+ users)	Annual	\$0.25	\$0.23
ClassLink DataGuard Annual Site License - (up to 500 users)	Annual	\$100.00	\$90.00

ClassLink Audit Center	Frequency	List Price (no discount)
ClassLink Audit Center (up to 5 assessments, 1 yr expiration)	Annual	\$995.00
ClassLink Audit Center (additional 10 assessments, 1 yr expiration)	Annual	\$1,895.00

2. Payment Terms/ Payment Schedule

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

3. Acceptance of Services or Products:

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

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

1. Order Delivery Method Options

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

2. Electronic Orders

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

3. Sales Representative Contact

- a. First, Last name: Anu Jokinen
- b. Title: Sr. Director of Instructional Technology
- c. Phone: 407-222-9056
- d. Email: ajokinen@classlink.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Brian Kim
Contact email address: billing@classlink.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
6949 South 110th Street
LaVista, NE 68128

6. Product Information URL: www.ClassLink.com

EXHIBIT "D"

SOFTWARE LICENSE AGREEMENT

**ClassLink
Service Agreement**

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Non-Disclosure Agreement	12
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Customer:

Name of Organization

City, State Zip

ClassLink Software License Agreement

1. Software License Agreement Overview

- 1.1 This Software License Agreement is entered into by and between ClassLink, Inc. ("ClassLink") and Customer. It describes the terms and conditions pursuant to which ClassLink shall grant to Customer a non-transferable and non-exclusive license to use certain ClassLink Software.

2. Definitions

- 2.1 "Agreement" means this Software License Agreement, including any and all attached Schedules.
- 2.2 "License and Support Fees" include all fees payable by Customer to ClassLink for setup, hosting, licensing, maintenance, and support of ClassLink Software.
- 2.3 "ClassLink Software" means (a) ClassLink software products made available to the Customer, (b) Updates, (c) custom reports or any custom software modifications for Customer, and (d) Documentation. ClassLink Software does not include Source Code.
- 2.4 "Confidential Information" means all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the ClassLink Software, and any other proprietary information supplied to Customer by ClassLink or by Customer to ClassLink which is clearly marked as "confidential" if in tangible form or identified as "confidential" if orally disclosed.
- 2.5 "Customer Data" means any data or information that the Customer chooses to store, manage, or process within ClassLink Software. This encompasses, but is not limited to, names, school building affiliations, grade levels, email addresses, profile pictures, cell phone numbers of staff and students aged 13 and above (specifically for sending password reset verification codes), staff and student ID numbers, login credentials for various online resources, and all types of work files, such as assignments, projects, and educational materials. It is understood the Customer has complete discretion to input, manage, and control their data stored in ClassLink Software. ClassLink does not claim ownership of, nor does it actively collect, Customer Data, but rather provides the platform for the Customer's data storage and management needs. The Customer retains full responsibility and authority over the selection and maintenance of information stored within ClassLink Software.
- 2.6 "Documentation" means all written information on the use of ClassLink Software, whether in electronic, printed or other format, delivered or made available to Customer by ClassLink with respect to ClassLink Software, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to ClassLink Software.
- 2.7 "Effective Date" means the date of commencement of the Subscription Term, listed on the ClassLink invoice.
- 2.8 "Expiration Date" means the last day of the Subscription Term, listed on the ClassLink invoice.
- 2.9 "Source Code" means the instructions and statements, used for compilation into machine readable form that makes up an item of ClassLink Software.
- 2.10 "Subscription Term" means the period of time beginning with the Effective Date and ending with the Expiration Date, listed on the ClassLink invoice.

- 2.11 "Updates" means any updates to the ClassLink Software licensed hereunder, which ClassLink, at its discretion, makes generally available to its ClassLink Software licensees.
- 2.12 "User" shall mean all students, faculty, staff, and parents/guardians associated with the Customer who can access ClassLink Software.

3. License Grant and Terms

- 3.1 This Agreement authorizes Customer to use items of ClassLink Software specified in the ClassLink invoice during the term of this Agreement. At the end of Subscription Term, Customer's license and associated rights specified in this Agreement will expire unless renewed. This Agreement and license to use ClassLink Software will also terminate if Customer fails to comply with any term or condition in this Agreement and fails to remedy such failure within ten (10) days of written notification of such failure from ClassLink to Customer. ClassLink's limitations of liability and disclaimers and the provisions of the Sections titled "Confidentiality" and "General Provisions" shall survive the expiration or termination of this Agreement.
- 3.2 Customer understands and acknowledges that operation of the ClassLink Software may require the use of certain third-party products such as Microsoft Windows Server, Microsoft SQL, digital certificates, etc., which Customer must separately license at its own expense.
- 3.3 Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent, or other third party, sell, lease, license, sublicense, encumber, or otherwise deal with any portion of the ClassLink Software.
- 3.4 ClassLink shall provision and make ClassLink Software available to Customer during the term of this Agreement. Customer agrees that from time to time the ClassLink Software may be inaccessible or inoperable due to causes beyond the control of ClassLink or which are not reasonably foreseeable by ClassLink, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime Outside of ClassLink Control"). ClassLink shall use commercially reasonable efforts to minimize any disruption, inaccessibility, or inoperability of the ClassLink Software caused by Downtime Outside of ClassLink Control. ClassLink will minimize the need to disable access for maintenance and upgrades. A log of past ClassLink Software service disruptions will be maintained at trust.classlink.com and can indicate past service availability.
- 3.5 Force Majeure. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by any act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil unrest, act of government, act of terror, strike or other labor problem (other than one involving our employees), internet service provider failure or delay, denial of service attack, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 3.6 ClassLink may, in its discretion, from time to time, as determined by ClassLink, add new features, functionality or content to the ClassLink Software; limit, modify or discontinue existing features, functionality or content made available with the ClassLink Software; or incorporate revisions into the ClassLink Software as may be deemed appropriate by ClassLink.
- 3.7 Where ClassLink Software is installed on premises, Customer shall be responsible for the purchase, configuration, and ongoing maintenance of relevant equipment, systems, and software to achieve the Customer's desired results.

4. Confidentiality

- 4.1 Customer acknowledges that the ClassLink Software contains proprietary, trade secret, and confidential information belonging exclusively to ClassLink. Title to, ownership of, and all proprietary rights in the ClassLink Software and all copies thereof, including translations, compilations, or partial copies, are reserved to and will always remain with ClassLink.
- 4.2 Customer shall not (a) disclose the ClassLink Software or any confidential ideas, techniques and concepts contained therein to any third party without the prior written consent of ClassLink, (b) where ClassLink Software is installed on premises, copy the ClassLink Software or any portion thereof except as necessary for use within Customer's organization.
- 4.3 Customer agrees (a) to hold the ClassLink Software in confidence and (b) where ClassLink Software is installed on premises, to maintain the ClassLink Software in a secure environment and take all reasonable precautions to maintain security to prevent unauthorized use or disclosure. Customer shall inform its employees having access to the ClassLink Software of Customer's limitations, duties, and obligations regarding nondisclosure and copying of the ClassLink Software. Customer agrees to maintain the integrity of all copyright, trade secret, or other proprietary notices of ClassLink in the ClassLink Software and/or affixed to or imprinted on physical media and embodiments thereof and to take no action inconsistent with the copyright and trade secret ownership rights of ClassLink.
- 4.4 Where ClassLink Software is installed on premises, Customer shall maintain accurate records of the number and location of all copies of the ClassLink Software and shall promptly provide a current listing to ClassLink upon request.
- 4.5 ClassLink acknowledges and agrees that all Customer Data is and shall remain the property of Customer. ClassLink makes no claims as to ownership of any Customer Data.
- 4.6 ClassLink acknowledges and agrees Users shall retain ownership and control of user-generated content, if any. ClassLink shall make all user-generated content available to the User who created it and provide a process by which a User can transfer their user-generated content to a personal account.
- 4.7 ClassLink acknowledges and agrees to exercise commercially reasonable efforts to maintain as confidential all Customer Data. ClassLink team members are bound by contractual non-disclosure agreements. ClassLink data security protections include internal data management policies and procedures, limitations on access to personal data, data encryption (for both data in transit and at rest), data systems monitoring, incident response plans, and safeguards to ensure Customer Data is not accessed by unauthorized persons when transmitted over communication networks.
- 4.8 ClassLink acknowledges and agrees that Customer Data is to be used solely for purposes of performing this Agreement. Customer Data will not be sold or used for marketing purposes. Except as specifically stated herein, ClassLink will not disclose Customer Data to third parties without Customer's consent. ClassLink may, however, disclose Customer Data to entities performing work for ClassLink related to the set-up, installation, and training of Customer to use the ClassLink Software or the development, support, or maintenance of the ClassLink Software, to the extent such disclosure is necessary for the facilitation of such work. ClassLink shall ensure that such entities are contractually bound to maintain the confidentiality of such information. ClassLink may disclose Customer name to business partners of ClassLink that offer complementary products or services. In addition, ClassLink may disclose Customer Data in the following situations: (a) in response to a subpoena, court order or other legal process; (b) to protect User security or the security of other persons; or (c) in connection with a sale, joint venture or other transfer of some or all of the assets of ClassLink as long as ClassLink ensures that such sale, joint venture or other

transfer includes the requirement to maintain the confidentiality of such information to the same extent as ClassLink under this Agreement.

4.9 ClassLink acknowledges and agrees to permanently delete Customer Data after the termination of a contract, when no longer needed, or when advised to do so by the Customer.

4.10 ClassLink is a signatory to the Student Privacy Pledge (studentprivacypledge.org), and for the duration of this Agreement, ClassLink will remain a signatory and abide by the commitments therein as follows:

- Not collect, maintain, use, or share student personal information beyond that needed for authorized educational/school purposes or as authorized by the parent/student.
- Not sell student personal information.
- Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.
- Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.
- Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.
- Not knowingly retain student personal information beyond the time period required to support the authorized educational or school purposes.
- Collect, use, share, and retain student personal information only for purposes for which ClassLink is authorized by the educational institution.
- Disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information is collected, if any, and the purposes for which the information is maintained or used.
- Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.
- Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
- Require that software providers with whom student personal information is shared to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.
- Allow a successor entity to maintain the student personal information in the case of ClassLink merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.

5. Disclosure of ClassLink Solution Partner Relationship

5.1 Customer agrees that if a ClassLink Solution Partner (“CSP”) is involved and has marketed the ClassLink Software to Customer as an authorized marketer of ClassLink Software Products, Customer understands that as compensation for CSP’s marketing, installation and implementation efforts CSP will be paid a commission from the fees paid by Customer for the ClassLink Software. Customer understands that CSP is an independent business and is not a legal partner, employee, or agent of CSP and has no authority to bind ClassLink in any respect. The relationship between ClassLink and CSP is solely that of principal and independent contractor, each being responsible for its own actions.

5.2 CSP shall have no authority to accept the return or to make or authorize any allowance or adjustment with respect to any ClassLink Software other than to the extent of the commission to be paid to them. ClassLink does not warrant in any form whatsoever any of the services or products provided by CSP to the Customer. Any agreements, commitments, promises, representations, or recommendations made by CSP are solely between the CSP and the Customer and do not bind ClassLink in any respect.

6. Charges

6.1 Certain License and Support Fees are priced based on the total number of students and full-time faculty (Subscription Count). Renewal of this Agreement and related License and Support Fees shall be calculated based on the Subscription Count at the time of renewal and current prices of ClassLink Software. Before subscription renewal, Customer agrees to notify ClassLink of any changes in student enrollment and the number of full-time faculty members. ClassLink may verify this information through published records and Roster Server data.

6.2 Unless ClassLink and Customer agree otherwise, payment for License and Support Fees is due upon receipt of the invoice.

7. Warranties

7.1 ClassLink makes no warranties with respect to the use of the ClassLink Software on technology devices other than those specified in the Documentation.

7.2 Modification or attempted modification by Customer of any item of ClassLink Software shall void ClassLink's warranties with respect to such item of ClassLink Software.

7.3 ClassLink warrants to Customer that to the best of its knowledge, ClassLink Software is not in violation of any patent, copyright, trademark, or other intellectual property claims and that ClassLink has the right to license Customer's use of the ClassLink Software as provided in this Agreement.

7.4 ClassLink agrees to indemnify and save the Customer, its trustees, agents, students and employees, harmless from liability of any nature or kind for use by the Customer, its agents, students and employees of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished by ClassLink or used in ClassLink's performance of the agreement for which ClassLink is not the patentee, assignee or licensee, provided that (1) such use results in a third party suit or claim alleging infringement (a "Claim"); (2) the Customer provides ClassLink with prompt notice of the Claim and gives ClassLink a reasonable opportunity to control the defense and settlement of the Claim; and (3) the Customer provides reasonable cooperation and assistance to ClassLink's defense of the Claim. If ClassLink's software becomes or is likely to become the subject of an infringement claim, ClassLink may at its option and expense, either: (a) procure for the Customer the right to continue using such software, or (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent.

7.5 ClassLink warrants to Customer that each item of ClassLink Software will conform, when shipped to Customer, to ClassLink specifications, which are in effect for that item at that time. If Customer believes there is a defect in any item of ClassLink Software, Customer should notify ClassLink immediately, and ClassLink will correct or replace the defective item of ClassLink Software. If ClassLink is unable to make the item of ClassLink Software perform as warranted, Customer may, as its sole remedy, return the item of ClassLink Software and receive a full refund of License and Support Fees paid for the item of ClassLink Software. ClassLink shall have no liability for any claim under this Section not made within sixty (60) days of the purchase date of the item of ClassLink

Software claimed to be defective. Except as specifically provided herein, ClassLink does not warrant that the functions contained in any item of ClassLink Software will meet the Customer's requirement or will operate in combination with other software that Customer may select or that the operation of the ClassLink Software will be uninterrupted or error-free or that all defects will be corrected.

7.6 If ClassLink dissolves or no longer delivers ClassLink Software, ClassLink shall refund to the Customer the portion of the purchase price attributable to the discontinued product, prorated in accordance with the unused Subscription Term, as adjusted for any longer term contract discounts.

7.7 Except as specifically provided herein, ClassLink makes no warranties express or implied as to any matter whatsoever, including, without limitation, the condition of any ClassLink Software, its merchantability or its fitness for any particular purpose, as well as any express or implied warranties or conditions arising through any course of dealing or course of performance between the parties or usage of trade.

8. Limitation of Liability / Insurance

8.1 IN NO EVENT SHALL CLASSLINK, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL (INCLUDING LOST BUSINESS AND PROFITS) OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY SERVICES, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF CUSTOMER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLASSLINK, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR (A) THE COST OF COVER OF SUBSTITUTE SERVICES, OR (B) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, BUSINESS INTERRUPTION AND/OR THE LOSS, DELAY OR INABILITY TO USE ANY SERVICES. IN ALL EVENTS, CLASSLINK'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR CLAIMS RELATING TO THE AGREEMENTS AND ANY AND ALL SERVICES, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, IN TORT, STRICT LIABILITY, MISREPRESENTATIONS, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM.

8.2 During the term of the Contract, ClassLink will purchase and maintain Cyber Liability or Technology Professional Liability insurance with a claim limit of \$1,000,000.00 (one million U.S. dollars) and an aggregate amount no less than \$5,000,000.00 (five million U.S. dollars). Upon request, a Certificate of Insurance shall be provided to Customer.

9. Term

9.1 This Agreement shall automatically renew for the Subscription Term listed on the renewal ClassLink invoice unless (a) terminated by Customer at any time upon not less than thirty (30) days' written notice to ClassLink prior to the end of the Subscription Term; or (b) terminated by ClassLink by reason of Customer's breach of the provisions of this Agreement concerning Customer's use and non-disclosure of the ClassLink Software or Customer's failure to make timely payment of any License and Support Fees.

9.2 Upon termination of this Agreement, the license and all rights granted to Customer under this Agreement shall immediately cease and Customer shall immediately: (a) Purge all copies of the ClassLink Software and any portions thereof from all CPU's and storage media and devices on which Customer has placed or allowed others to place the ClassLink Software; and (b) Certify to ClassLink in writing that Customer has complied with its obligations under this Section.

9.3 The parties acknowledge the provisions of this Agreement concerning non-disclosure, limitations of liability, disclaimers, and the Sections entitled "Confidentiality" and "General Provisions" shall survive expiration or termination of this Agreement. In the event of Customer's breach of these provisions, ClassLink would suffer irreparable harm with no adequate remedy at law. Accordingly, in the event Customer fails to comply with these provisions, ClassLink shall have the right, without prejudice to any other rights or remedies available to it, to seek equitable relief to enforce and protect its rights hereunder, by way of temporary restraining order or injunction, and such other alternative relief as may be appropriate, without the necessity of posting any bond or surety.

10. General Provisions

10.1 Assignment. Customer shall not assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of ClassLink; provided, however, that a successor in interest by merger, by operation of law or by the acquisition of substantially the entire business of Customer shall acquire all interest and all obligation of Customer under this Agreement.

10.2 Audit Rights. Upon reasonable notice to Customer, Customer shall provide a designated ClassLink representative reasonable access to Customer's records relating to the ClassLink Software and use thereof for the purpose of assuring Customer compliance with the terms of this Agreement.

10.3 Foreign Reshipment Liability. Customer will not export or transfer, whether directly or indirectly, the ClassLink Software to anyone outside the United States of America without first complying with all export controls which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business and paying any fees as specified in Section 5 hereof.

10.4 Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing to ClassLink and to Customer at Customer's address specified above or at such other address as shall be specified by one party to the other in writing. Notices shall be deemed to have been given when personally delivered or when deposited in the mail, properly addressed and first-class postage prepaid.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to its principles of conflicts or choice of law.

10.6 Entire Agreement. This Agreement constitutes the entire software license agreement between ClassLink and Customer. It supersedes and replaces all previous understandings or agreements, written or oral, regarding such subject matter.

10.7 Changes. This Agreement may not be modified, amended, canceled, or waived, in whole or in part, except by written amendment signed by the parties hereto.

10.8 Severability. Any provision of this Agreement found to be illegal or unenforceable shall be deemed severed, and the balance of this Agreement shall remain in full force.

10.9 Change of Law. If, due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement shall become unenforceable, invalid or illegal, the parties hereto shall use their best efforts to promptly negotiate an amendment to this Agreement in good faith.

11. Agreed

- 11.1 Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ClassLink Service Level Agreement

1. Service Level Agreement Overview

- 1.1 This Service Level Agreement (“SLA”) represents an agreement between ClassLink and Customer for the provisioning of technical services required to support and sustain the ClassLink system.

2. Goals & Objectives

- 2.1 The goal of this SLA is to obtain mutual agreement for technical services to be provided to the Customer by ClassLink.
- 2.2 The objectives of this Agreement are to:
 - a. Present a clear, concise, and measurable description of technical services.
 - b. Define mutual accountability, roles, and responsibilities.

3. ClassLink Technical Services

- 3.1 The purpose of technical services within this SLA is to ensure the usability of such software and that it works as intended by ClassLink.
- 3.2 ClassLink is responsible for the following technical services.
 - a. Troubleshoot access to ClassLink from any device, browser, or native app (iOS, Android, Universal Windows App)
 - b. Creation of new single sign-on connectors
 - c. Assistance with making settings changes in ClassLink Management Console or any ClassLink module
 - d. Continuous system diagnostic monitoring
 - e. Ensure all ClassLink systems function properly
 - f. Development and installation of periodic software updates and enhancements
 - g. Data backup
 - h. Disaster/data recovery
- 3.3 ClassLink responsibilities in support of this SLA also include:
 - a. Meeting response times associated with service-related incidents.
 - b. Appropriate notification to Customer for all scheduled maintenance.
 - c. Changes to services will be communicated and documented to Customer.
 - d. ClassLink, at its discretion, may contact Users directly to investigate and resolve software performance issues.
 - e. Initial and additional ongoing training for key Customer technology staff.
 - f. Initial and additional ongoing training for key Customer instructional staff.
- 3.4 The following services are outside the scope of this SLA and are available for purchase separately.
 - a. Onsite assistance

4. Availability

- 4.1 Customer agrees that there will be occasional service disruptions of ClassLink products for maintenance and upgrades. Appropriate notification to Customer will be made for all scheduled maintenance. ClassLink strives to minimize service disruptions for maintenance and upgrades.
- 4.2 Customer agrees that from time-to-time ClassLink products may be inaccessible or inoperable due to causes beyond the control of ClassLink, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively “Downtime Outside of ClassLink Control”). Service disruptions due to Downtime Outside of ClassLink’s Control will not be included in the calculation of Unscheduled Downtime.
- 4.3 Unscheduled Downtime is the amount of time during which a ClassLink product is inaccessible or inoperable, outside of scheduled maintenance and upgrades, and not due to Downtime Outside of ClassLink Control. Credit for Unscheduled Downtime is calculated using the following Uptime-tiered approach.
- 4.4 The following steps describe the method of calculating Credit for Unscheduled Downtime.
 - 4.4.1 Step 1: Identify hours of Unscheduled Downtime for a given month by evaluating notices of performance incidents and ClassLink Software access logs.
 - 4.4.2 Step 2: Calculate Monthly System Uptime as the number of hours in the month minus the number of hours of Unscheduled Downtime in the month, then divided by the number of hours in the month.

$$\text{Monthly System Uptime} = \frac{(\text{Hours in Month} - \text{Hours of Unscheduled Downtime})}{\text{Hours in Month}}$$

Hours in Month based on 24 hours x days per month

Month	Days	Hours in Month	Month	Days	Hours in Month
January	31	744	July	31	744
February	28 29 Leap Yr	672 696 Leap Yr	August	31	744
March	31	744	September	30	720
April	30	720	October	31	744
May	31	744	November	30	720
June	30	720	December	31	744

For example, if a ClassLink product is unavailable in April due to Unscheduled Downtime for 2 hours, the System Uptime for that product is equal to (720 hours - 2 hours)/(720 hours) = 0.997, or 99.7%.

4.4.3 Step 3: Calculate Credit for Unscheduled Downtime as the annual cost of the affected ClassLink product multiplied by the prorated cost of the affected ClassLink product for the affected month multiplied by the Credit Factor for Unscheduled Downtime where the Monthly System Uptime is below 99.99% in a month.

Annual cost of affected ClassLink product	<i>(*Portion of annual License and Support Fees fees attributable to affected product)</i>
x Prorated cost of affected ClassLink product for the affected month	<i>(days of the affected month/365)</i>
x Credit Factor for Unscheduled Downtime**	<i>(see Credit Factor for Unscheduled Downtime table)</i>
Credit for Unscheduled Downtime	

*Portion of annual License and Support Fees attributable to an affected product shall be determined either as (1) explicitly stated on the ClassLink invoice or (2) by evenly dividing the License and Support Fees by the number of major ClassLink products used by the customer, including LaunchPad, Roster Server, and OneSync.

**If Monthly System Uptime is less than 99.99% in a month.

Credit Factor for Unscheduled Downtime

Monthly System Uptime		Credit Factor
From	To	
99.99%	100.00%	None
99.80%	99.98%	4% of the prorated portion of the annual License and Support Fees attributable to the affected ClassLink product and the month for which Unscheduled Downtime occurred.
99.50%	99.79%	6% of the prorated portion of the annual License and Support Fees attributable to the affected ClassLink product and the month for which Unscheduled Downtime occurred.
0.00%	99.49%	8% of the prorated portion of the annual License and Support Fees attributable to the affected ClassLink product and the month for which Unscheduled Downtime occurred.

For example, customer subscription to ClassLink is \$50,000 per year, and during November, there was 1 hour of downtime in LaunchPad. November has 720 hours, so there were 719 hours of uptime or 99.86%; thus, a credit factor of 4% is due on the LaunchPad portion of the November portion of the annual subscription license. Calculation: \$50,000 annual subscription, multiplied by 4% credit factor, multiplied by 1/2 (50%) because LaunchPad represents one of two major products purchased by the customer, multiplied by 30/365 (8.2%) because November has 30

days of 365 days per year, equals Credit for Unscheduled Downtime of \$82.

- 4.4.4 Step 4: Customer shall make written requests for Credit for Unscheduled Downtime within thirty (30) days of the Unscheduled Downtime, and such credits shall be applied to the next period's invoice.

5. Response Times

- 5.1 The following provides relevant details on technical service availability.
- a. ClassLink online Help and Training Center at classlink.com/help is available 24/7 and provides the following:
 - o Product documentation
 - o Knowledge base entries
 - o Over 100 on-demand learning and certification courses at academy.classlink.com/
 - o Clif, a generative AI support bot, is available to answer general questions
 - b. ClassLink provides live technical services via phone, email, and online support 24 hours a day, seven days a week, except ClassLink observed holidays as follows:
 - o Toll-free telephone technical support at 888-963-7550
 - o Support case ticket tracking at classlink.com/help
 - o Email requests for support at helpdesk@classlink.com
 - c. Support systems engineers are headquartered in New Jersey and supported by teams around the world.
- 5.2 In support of services outlined in this SLA, ClassLink will respond to service-related incidents and/or requests submitted and prioritized by the Customer within the following time frames:
- a. 0-2 hours (during business hours) for issues classified as high priority
 - b. 0-12 hours (outside of business hours) for issues classified as high priority
 - c. Within 24 hours for issues classified as medium priority
 - d. Within 3 working days for issues classified as low priority
 - e. System-wide incidents trigger instant alerts to ClassLink staff, who respond immediately 24/7/365

6. Customer Requirements

- 6.1 Customer responsibilities and/or requirements in support of this SLA include:
- Q. Reasonable availability of Customer representative(s) when resolving a service-related incident or request.
 - R. Proactively communicating necessary information to resolve a service-related incident or request.
 - S. Payment for License and Support Fees as invoiced.
 - T. Maintain ample and reliable internet bandwidth for the proper functioning of cloud-delivered services.

7. Customer Data Unauthorized Disclosure

- 7.1 As soon as practicable, but no later than 72 hours after becoming aware of an unauthorized disclosure of Customer Data, ClassLink will notify the Customer of any such unauthorized disclosure and restore the security of its data system. Thereafter, within 30 business days after the notification, ClassLink will further investigate the incident and provide the Customer with a more detailed notification of the unauthorized disclosure, including the Customer Data components that were disclosed and that appropriate measures have been taken to prevent such unauthorized disclosure in the future. ClassLink agrees to reasonably cooperate with Customer in the Customer's investigation and response to the disclosure.

8. SLA Term

8.1 This SLA shall be effective concurrently with the Subscription Term defined in the ClassLink Software License Agreement.

9. Agreed

9.1 Customer acknowledges that Customer has read this SLA, understands it, and agrees to be bound by its terms and conditions.

Non-Disclosure Agreement

This Non-Disclosure Agreement (“NDA”) is entered into by and between ClassLink (“Receiving Party”) and Customer (“Disclosing Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

- 1. Definition of Confidential Information:** For purposes of this NDA, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged or is required to be kept confidential by law. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indication that such oral communication constituted Confidential Information.
- 2. Exclusions from Confidential Information:** Receiving Party’s obligations under this NDA do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.
- 3. Obligations of Receiving Party:** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.
- 4. NDA Term:** This NDA shall be effective concurrently with the Subscription Term defined in the ClassLink Software License Agreement. The nondisclosure provisions of this NDA shall survive the termination of this NDA and Receiving Party’s duty to hold confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret, the information no longer is required to be kept confidential by law, or until disclosing Party sends Receiving Party written notice releasing Receiving Party from this NDA, whichever occurs first.
- 5. Relationships:** Nothing contained in this NDA shall be deemed to constitute either party a partner, joint venture, or employee of the other party for any purpose.
- 6. Severability:** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted as best to affect the intent of the parties.
- 7. Integration:** This NDA expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This NDA may not be amended except in a writing signed by both parties.
- 8. Waiver:** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.
- 9. Agreed:** Customer acknowledges that Customer has read this NDA, understands it, and agrees to be bound by its terms and conditions.

ClassLink Data Security Statement

We take security and privacy concerns seriously. We are committed to ensuring that your information is secure and your privacy is protected. This *Security Statement* aims to be transparent about our security infrastructure and practices to help reassure you that your data is sufficiently protected.

Our Guiding Principles on Personal Data

- Data Ownership: ClassLink acknowledges that all personally identifiable information (PII) about students, faculty, administrators, and parents is the property of the customers that ClassLink serves.
- Purpose: ClassLink is a trusted steward of personal data. Data from its customers is to be used solely to provide educational services. Such data will not be sold or used for marketing purposes. Customers may use ClassLink tools to share data with educational vendors of their choice.
- Type of Data Maintained in ClassLink: ClassLink maintains personal data needed for the satisfactory operation of the ClassLink system and enables services, including single sign-on and rostering for its customers. This data includes what is generally regarded as Directory Information, such as name, school building affiliation, grade level, and email address. ClassLink may also maintain profile pictures, cell phone numbers for students age 13+ (to send password reset verification codes), student ID numbers, login credentials for various online resources, and personal computer files (temporarily cached for file transfers between cloud drives and stored until deleted by User for the ClassLink cloud drive). ClassLink does not generally maintain information such as mailing address, gender, date of birth, and other personal demographic data.
- Protection: ClassLink keeps all personal data confidential and secure. ClassLink team members are bound by contractual non-disclosure agreements. ClassLink's data security protections include: internal data management policies and procedures, limitations on access to personal data, data encryption (for both data in transit and at rest), data systems monitoring, incident response plans, and safeguards to ensure personal data is not accessed by unauthorized persons when transmitted over communication networks. ClassLink may disclose personal data to public authorities if required by lawful requests.
- Disposal of Data: ClassLink permanently deletes personal data after the termination of a contract, when no longer needed, or when advised to do so by the customer.
- Correction of Data: The Customer retains full responsibility and authority over selecting and maintaining information stored within ClassLink Software.
- Discovery of a security breach that results in unauthorized release of personal data: ClassLink shall promptly notify affected customers of such breach, conduct an investigation, and restore the integrity of its data systems as soon as possible. ClassLink will fully cooperate and assist with the required notices for those individuals affected by such a breach.
- Financial Protection: ClassLink shall maintain business insurance policies to protect its customers.

Hosting

- We host the ClassLink system on Amazon Web Services (AWS). AWS facilities are secure, geographically diverse, and are built using best practice security frameworks and standards. Information on the security of AWS infrastructure can be found at aws.amazon.com/security.

Security Reviews/Audits

- We engage expert independent security firms to review our policies, procedures, technical infrastructure, and software code annually. Certain of these expert firms provide statements that certify our compliance with regulatory requirements such as FERPA and COPPA. ClassLink also undergoes security audits for SOC 2, CSA Star, and ISO 27001. More information about these certifications can be found at classlink.com/privacy.

Commitments to Industry Efforts on Privacy and Security

- ClassLink is a signatory to the Student Privacy Pledge (studentprivacypledge.org). More information about these certifications can be found at classlink.com/privacy.
37. ClassLink is a founding signatory to the Secure by Design cybersecurity pledge, developed by the U.S. White House, the U.S. Department of Education, and the U.S. Cybersecurity and Infrastructure Security Agency (CISA), to support K12 schools in improving cybersecurity classlink.com/company/secure-by-design.

Compliance with General Data Protection Regulation (GDPR)

- General Data Protection Regulation (GDPR) is the current body of regulation regarding the handling of personal data for citizens of the European Union (EU). The primary objective of the GDPR is to give citizens control of their personal data. ClassLink is compliant with the EU General Data Protection Regulation. GDPR includes 11 chapters and nearly 100 articles. More information can be found at classlink.com/privacy.

We value your business and respect the importance of information security. We continually strive to minimize and mitigate risk. No computer system connected to the Internet can be completely secure, and no amount of testing can disclose all possible vulnerabilities. Accordingly, this *Security Statement* does not guarantee the complete security of our systems. We provide this *Security Statement* so you understand we are committed to your information security through best practice and risk management strategies. You may provide this *Security Statement* to your auditors and insurance policy holders. If you require any further information, please don't hesitate to contact us.

Signature of Acceptance

The following is the signature of acceptance to the terms of the attached:

ClassLink Software License Agreement

ClassLink Service Level Agreement

Non-Disclosure Agreement

Accepted by:

Customer:

ClassLink:

Name of Organization

City, State Zip

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Email to billing@classlink.com

EXHIBIT "E"

AI-Powered Educational Tools Privacy Addendum

ARTICLE I: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II: SCOPE

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

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

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

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

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

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

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

3.1 Student Data Property of the Cooperative or its Members.

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

3.2 Parent, Legal Guardian and Student Access.

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

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

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

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

3.3 Subprocessors.

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

3.4 Third Party Request.

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

ARTICLE IV: DUTIES OF THE CONTRACTOR

4.1 Privacy and Security Compliance.

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

4.2 Contractor Employee Obligation.

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

4.3 No Disclosure.

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

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

4.4 De-Identified Data.

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

4.5 Disposition of Data.

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

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

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

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

4.6 Advertising Limitations.

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

4.7 Data Mining

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

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Collection.

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

5.2 Data Storage.

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

5.3 Data Security.

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

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

5.4 Data Breach.

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

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

5.5 Adherence to Cooperative Marketplace

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

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

5.6 Duty to Notify the ESUCC Cooperative

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

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

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

5.7 Designation of a Data Privacy and Security Officer

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

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

5.8 Maintenance of Documentation

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



2026-2029 SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Scoby Bros. ("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.

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4. **Term.** This Agreement is effective on January 19, 2026 ("Effective Date") and shall continue until 12:00 midnight (CST) on January 18, 2029, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

Deleted: [REDACTED],
Deleted: [REDACTED],
Deleted: [REDACTED].

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:
| 26-2542763
- 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: Scoby Bros. LLC
 905 Main St.
 Sabetha, KS 66534

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

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

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

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

- 33. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
- 34. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions, other public agencies may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions as provided in this Agreement. The term "public agencies" means any county, city, village, school district, or agency of any state government or of the United States; any drainage district, sanitary and improvement district, or other municipal corporation or political subdivision of Nebraska; and any political subdivision of another state.
- 35. Scrutinized Company.** Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."
- 36. Attachments.** Attachments to this Agreement include the following:

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

Deleted: Exhibit D - Vendor Software License Agreement

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

CONTRACTOR

COOPERATIVE

By: _____
Name: Luke Scoby
Title: President
Date: _____

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

Deleted: Name: _____ Luke

Deleted: _____

Deleted: _____

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS

Scoby Bros., where promoting your business is our business. Born in 1931 from an expertise in building brands, we offer unique, quality promotional products, excellent service and customer-focused marketing. From our office in Sabetha, Kansas, we are your premier source for branding solutions! We present our Signature Collection, carefully selected promotional items that we refresh daily with the newest, hottest and trendiest products.

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EXHIBIT "B"

1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

Scoby Bros works nearly exclusively with a network of US Based Vendors that we pay a third party to vet independently from a variety of metrics, including as an example proper manufacturing standards for offshore production regarding Fair Labor Association standards. This third party then negotiates a volume pricing discount that we offer to our customers that order frequently, are not rush-based orders and pay within net 30 terms via ACH or check. Further, all of the products on our main website, www.scobybros.com, have also been separately reviewed for quality – both the product itself and the imprint or decoration quality. The third party even takes into consideration the factory's inventory levels so that it's much more likely that a product is available in all color options listed.

So, on our website, www.scobybros.com, with few exceptions (regarding brand names), as long as someone in your network orders the minimum quantity listed, your network will be able to access the highest quantity price, and that will include a standard imprint (generally 1 color, 1 location imprint). For example, on this computer backpack, an order for 25 pcs would be \$23.98/ea instead of \$30.22/ea with a \$55 set up charge with a 1 color/1 location imprint as long as quality artwork is provided and the order is within a standard turnaround time of 2-4 weeks before the product is needed. Freight and sales tax if applicable are then billed at the time of invoicing, in which we will offer net 30 day terms, paid ACH or check.

[Hive 15" Computer Backpack | Scoby Bros. - Event gift ideas in Sabetha, Kansas United States](#)

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2. Payment Terms/ Payment Schedule

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

3. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, RFQ, the time specified in a purchase order issued by the Cooperative, ESUCC, ESU, or Member, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").
- C. Members shall have sixty (60) days from the date of receipt of the Delivery

Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.

- D. If the Member issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The Cooperative shall not unreasonably withhold or delay its acceptance or rejection.

4. Title and Risk of Loss:

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

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

1. Order Delivery Method Options

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

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2. Electronic Orders

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

Deleted: _____

3. Sales Representative Contact

- a. First, Last name: Kara Tramp
- b. Title: Account Executive
- c. Phone: (785) 285-1624
- d. Email: kara@scobybrothers.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Kara Tramp
Contact email address: kara@scobybrothers.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
6949 South 110th Street
LaVista, NE 68128

Deleted: _____

Product Information URL: www.scobybrothers.com

Deleted: _

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¶

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).

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SOFTWARE LICENSE AGREEMENT¶

<<VENDOR-INSERT SOFTWARE LICENSE

AGREEMENT>>¶

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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.

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



Cybersecurity Update

Protecting Our Digital World

What is Cybersecurity?

Cybersecurity is the art of protecting networks, devices, and data from unauthorized access or criminal use and the practice of ensuring confidentiality, integrity, and availability of information. – CISA

Cybersecurity in schools means keeping classes, school operations, and student information safe so learning isn't interrupted and private data stays private.



2025 MS-ISAC K-12 Report

 **5000 Districts Responded**

82% experienced cyber threat impacts

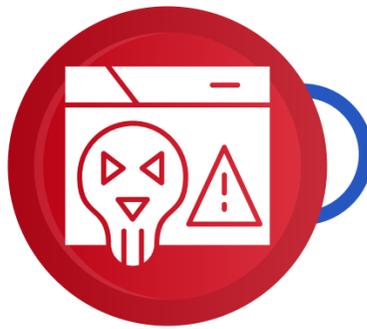
14,000 security events reported

9,300 confirmed cybersecurity incidents



Top Threats

- Ransomware Attacks
- Malvertisement
- Phishing and Social Engineering
- Data Breaches
- Denial-of-service Attacks



Trends of cybercriminals



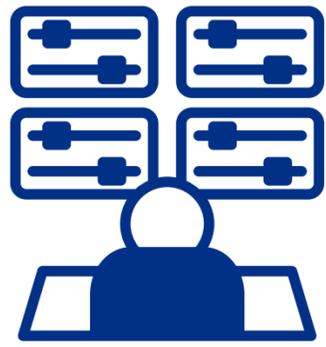
Focusing on the human element



Critical times to maximize disruption

[2025 MS-ISAC K-12 Report link](#)





NOC-NATA Cybersecurity Priorities



Technical & Procedural Safeguards

- Multi-Factor Authentication
- Vulnerability Scanning
- Endpoint Detection & Response (EDR)
- Air-Gapped, Immutable Backups
- Staff Cyber Awareness Training

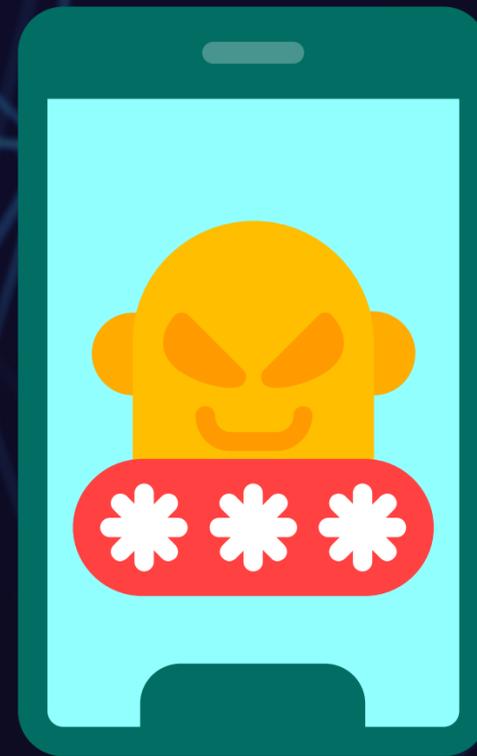
Policy & Configuration Controls

- Least Privilege
- No local administrator rights
- Network Segmentation
- Centralized Patch Management
- Secure Password Management

Recent Cyber Incidents



Phishing



**Social
Engineering**



Ransomware



STATE AND LOCAL
CYBERSECURITY
GRANT PROGRAM



Year 1 Projects

- **Cyber Assessments**
- **Resolute Guard (7 ESUs)**
- **NCNE (10 ESUs)**

Year 2 Projects

- **Cyber event logging**
- **Elastic software**
- **Some follow-up assessments**
- **16 ESUs participating**

Year 3 Proposals - FY2024

- **Enhanced backup services (off-site, immutable)**
- **Incident Response Planning workshops**
- **End-user training subsidy (Proofpoint, Cybernut, or KnowBe4)**
- **NE State Committee will meet to review Jan-Feb 2026**

Year 4 - FY2025

- **Emphasis: Develop, update and implement cybersecurity plans**
- **NE Application priorities & application timeline not determined yet**



LB 599

**\$250,000 / year starting 2026-2027 for
cybersecurity coordination (NDE & ESUCC)**

**\$4 million / year starting 2027-2028 for
cybersecurity products & services support**

Cyber assessment required for districts & ESUs to access funds

Eligible products & services coordinated w/OCIO, NDE & ESUCC

NDE, OCIO & ESUCC met, provided feedback to Sen. DeBoer



10,000 licenses

Renew March, 2026

**Current cost:
\$11 per user**

STEPS

zenguide™

knowbe4

CyberNut

**NOC Evaluation
Decision & Renewal
by August, 2026
Current cost: \$3.69
per staff member**

Possibilities



**Facilitated
Cyber
Assessment
Workshops**

**Joint Security
Operations
Center (JSOC)
Monitoring**

**Cyber
Incident
Reporting and
Information
Sharing**

FUTURE

January 2026 CEO Leave Report to the Board

Title	Start	End	Hours
Sick: Dr. Appt	10/01/2025	10/01/2025	1
Sick: Dr. Appt	10/21/2025	10/21/2025	2
Vacation: Out of Office	11/14/2025	11/14/2025	8
Vacation: Out of Office	11/26/2025	11/26/2025	8

CEO Report to the Board

January 2026

Jan 15, 2026 Committees

Jan 16, 2026 Board

New Business			
<input checked="" type="checkbox"/>	Executive ▾	2026-2028 Master Calendar	<ul style="list-style-type: none"> • 2026-2027 • 2027-2028
<input checked="" type="checkbox"/>	Executive ▾	PowerSchool and ESU 10 school support	Update on status ESUCC PowerSchool
<input type="checkbox"/>	Educational Resour... ▾	BITS Report	2025 Submission of Annual Report - Behavioral Intervention Training and Teacher Support Act
<input type="checkbox"/>	Educational Resour... ▾	PDO/PO Resources (May be on Andrew's Report)	Need to decide: To move PDO/PO resources to Canvas for 2 yrs (NDE pays) then the ESUs pick it up after that if that is what you all want us to do at that point.
<input type="checkbox"/>	Educational Resour... ▾	Delta-T Group Overview	Education Referral Solutions
<input type="checkbox"/>	Educational Resour... ▾	Affiliate Budget Question	Is there any reason the affiliates cannot submit their budgets during the preceding fiscal year? Can they submit earlier than January?
<input type="checkbox"/>	FULL BOARD ▾	Just Right Readers	<p>Samples provided. Just Right Reader aligns perfectly with Nebraska literacy and CLSD priorities by delivering:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Evidence-based literacy resources backed by ESSA Level II research and aligned to the Science of Reading <input type="checkbox"/> Birth–12th grade programs spanning Early Childhood, K–5 phonics, Secondary Success, and summer literacy packs designed for use in school, at home, and everywhere <input type="checkbox"/> Built-in family engagement and educator support, including phonics video lessons in 14+ languages, ready-to-use small-group resources, and professional development <p>Watch a 2-minute video to learn how districts are partnering with Just Right Reader to maximize CLSD funding and accelerate reading achievement.</p> <p>Contact Dr. Hope Swearingen for more information.</p>

			405-9270-4785 hope.swearingen@justrightreader.com AEPA 022.5B
<input type="checkbox"/>	Legal ▾	Voucher Stance	Voucher Stance Document This document was requested by the Bromms as a consistent message by the ESUs. LP created a draft and had feedback to make clear this would be only after vouchers were evident in Nebraska. Not as a tool to advocate for or against the establishment of the voucher system. This is your document. How do you want it changed?
<input type="checkbox"/>	Legal ▾	ESUCC Legislative Day	Link to the Agenda with notes and Sign-Up (on the same document)
<input type="checkbox"/>	Information Technol... ▾	Affiliate Budget Question	Is there any reason the affiliates cannot submit their budgets during the preceding fiscal year? Can they submit earlier than January?
<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 • 11.1.2025-11.30.2025 • 12.1.2025-12.31.2025
<input type="checkbox"/>	FULL BOARD ▾	MSA	Draft in January Vote to approve in February
<input type="checkbox"/>	FULL BOARD ▾	LETRS Vol 2 - Lexia	Interest in the LETRS Vol 2 and EC Facilitator Training classes. One being held in September and the other in November.
<input type="checkbox"/>	FULL BOARD ▾		
New Since Committee Meetings			
<input type="checkbox"/>			
Old Business			
<input type="checkbox"/>	Select a Committee ▾		

CEO GOALS 2026



Each area is detailed below. Collaboration with relevant staff and ESU personnel will occur when necessary, if not otherwise specified.

Goal 1: CEO will provide ESUCC Board with updated staff job descriptions.

- Assess current job descriptions. Update where necessary.
 - **Progress:** 30% job descriptions updated. Will bring all the ESUCC board in Spring 2026.

Goal 2: CEO will support the ESUCC Board through Strategic Planning process, with complete action plans in place by the end of December 2026.

- Establish components and timeline of Strategic Plan process.
 - **MET**
- Obtain quotes from 2+ organizations/consultants to lead ESUCC through the work for Board approval early Spring 2026.
 - **Progress:** Three quotes were obtained. CEO provided a copy of those responses to the Executive Committee in December 2025 to be discussed in Committee in January 2026 and full Board consideration in February 2026.
- Strategic Plan complete with actions by December 2026.

Goal 3: A decision tree/flow chart will be created to assist in determining new ESUCC statewide services.

- CEO will draft and provide to the Executive Committee of the Board for feedback.
- CEO will revise draft, given direction by the Executive Committee of the Board.
- CEO and Board President will provide final to the ESUCC Board.

Goal 4: CEO will assess, modify, and train personnel on specific HR related systems/processes

- Given feedback and input from ESUPO stakeholders, CEO will establish a statewide system of professional development and growth for ESUPO groups including: location of materials and documents accessible to all PDO, review and improvement of current ESUPO website and communication.

CEO Goals

2024-2025

Goal 1: CEO will assess, modify, and train personnel on specific administrative systems/processes.

- Assess current system of affiliates, sub-groups of affiliates, cadres, meetings, budgets, and needs assessments and determine areas in need of improvement.
 - **MET:** Approved November 2025.
- Establish and deploy a climate/belonging survey for ESUCC personnel.
 - **MET:** Operational. Will deploy every 2 years for CEO and Director goal development work.
- Establish a structure and format for the budget reflecting transparency and organization.
 - **MET:** Budget codes for 25-26 aligned with NDE user manual. Monthly review of expenses/revenues with directors and chiefs.
- Establish a process for determining statewide initiatives with NDE.
 - **MET:** MOU with NDE established and operational.
- Explore a fee for service process for those services that are not accessed by all ESUs.
 - **MET:** MSA established with fee structures in place.
- Create a modernized organizational chart.
 - **MET:** CEO duty to monitor and adjust.
- Work with Perry Law Firm to update policies and create a schedule for policy review at each ESUCC board meeting.
 - **MET:** All policies updated and routine review schedule established.
- Establish a systemic personnel appraisal system for each ESUCC personnel including the CEO to include process for observation, evaluation, self-assessment, and reflection.
 - **MET:** Operational.
- In collaboration with 2-4 ESU Chief Admins, will develop a structure for mentoring new ESU Admins.
 - **MET:** Operational.
- CEO will establish a process for remote work for ESUCC personnel.
 - **MET:** Operational. Guidance located in ESUCC employee handbook.
- CEO will work with the Legal Committee to schedule Legislative student panel 2024-2025.
 - **MET:** Successful Governor's Student Leadership event.

November 2024

Goal 1: Progress made, goal not met.

January 2025

Progress made, goal not met.

September 2025

Progress made, goal 91% met.

January 2026

Goal Met.

CEO Goals

2024-2025

November 2024
Goal 2: Progress made, goal not met.

January 2025
Progress made, goal not met.

September 2025
Progress made, goal 75% met.

January 2026
Progress made, goal not met.

Goal 2: CEO will assess, modify, and train personnel on specific HR related systems/processes

- Implement a time clock system for non-exempt positions.
 - **MET:** Operational.
- Review and revise the process for requesting leave.
 - **MET:** Operational.
- Assess current process for personnel contracts and work agreements, and job descriptions. Update where necessary.
 - **Progress:** 30% job descriptions updated. Will bring all the ESUCC board in Spring 2026.
- Determine exempt and non-exempt positions and adjust contracts accordingly for the 2025-2026 contract year.
 - **MET:** Operational.

Long Term Goals

2024-2025

Each area has a target year.

- Administrative Systems
 - PDO Structure - Given feedback and input from ESU PDO stakeholders, CEO will establish a statewide system of professional development and growth for ESUPDO groups. This will include: by-laws, common language, system to allow for growth (ie: cadres), location of materials and documents accessible to all PDO, review of current website and communication -**2024-2027**
 - **Progress:** Consistent materials location continues, website update is in progress, will roll out newsletter spring 2026. Will move to goal for 2026.
- ESUCC Procedure Manual development - **2024-2026**
 - **MET:** Procedure Manual is in place and located in staff drive. Procedures added as relevant. Operational.
 - Strategic planning work - **2025-2026**
 - **Progress:** Moved to 2026 Goal
- Human Resource Systems: Pre-hire and Post-hire process - **2024-2026**
 - **MET:** Added to procedure manual and staff trained.

January 2026
Many Long Term Goals were addressed. Progress is indicated under each goal. Any unmet goals will be added to 2026.

CEO Report to the Board

January 2026

Jan 15, 2026 Committees

Jan 16, 2026 Board

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<input type="checkbox"/>	FULL BOARD ▾		
New Since Committee Meetings			
<input type="checkbox"/>			
Old Business			
<input type="checkbox"/>	Select a Committee ▾		



ESUCC

Executive Committee Meeting

Thursday, January 15, 2026, 11:00 AM

ESU 10 plus Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 11:00 AM.

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

1. Call to Order

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

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

1.1. Roll Call

2. Treasurer's Report

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

Recommended Motion: Recommend to the ESUCC board to approve the claims, financial statements, and assets for the months of November and December.

ESUCC CEO Dr. Polk reviewed the attached Budget Summary.

Recommend to the ESUCC board to approve the claims, financial statements, and assets for the months of November and December 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. December Expenses to be Paid in January

Recommended Motion: Recommend to the ESUCC Board to approve the December expenses to be paid in January.

Recommend to the ESUCC Board to approve the December expenses to be paid in January

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

3. Strategic Planning Proposals

ESUCC CEO Dr. Polk and ESUCC Board President, Dr. Heimann will review the attached summary packet of the three strategic planning proposals.

ESUCC Board President, Dr. Heimann, reviewed the attached Strategic Planning Proposal Summary. The full ESUCC Board will be provided the attached document to review to make a decision at the February 2026 board meeting.

There was conversation around the costs associated with each of the options listed on the proposal document.

4. 2026-2028 ESUCC Master Calendar

The 2026-2027 final calendar and the 2027-2028 draft calendar will be reviewed and approved.

Recommended Motion: Recommend to the ESUCC Board to approve the 2-Year ESUCC Calendar: 2026-2027 Final Calendar and 2027-2028 Draft Calendar, as presented.

Recommend to the ESUCC Board to approve the 2-Year ESUCC Calendar: 2026-2027 Final Calendar and 2027-2028 Draft Calendar, as presented Passed with a motion by McNiff, Brenda (ESU 05) 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

5. Memorandum of Understanding Between the ESUCC and NDE for Canvas

This MOU establishes a collaborative framework between the NDE and the ESUCC for the continued support, development, and sustainability of the Nebraska Canvas Consortium.

Recommended Motion: Recommend to the ESUCC board to approve the Memorandum of Understanding between the ESUCC and NDE for the continued support, development, and sustainability of the Nebraska Canvas Consortium, as presented.

ESUCC CEO Dr. Polk reviewed the attached ESUCC MOU with NDE for the Canvas Consortium. Justin Knight, Perry Law Firm, helped create the MOU. Recommend to the ESUCC board to approve the Memorandum of Understanding between the ESUCC and NDE for the continued support, development, and sustainability of the Nebraska Canvas Consortium, as presented. Passed with a motion by Barrett, Laura (ESU 13) and a second by Erickson, Geraldine (ESU 17).

Dr. Bill Heimann (ESU 01): Yea
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

6. Committee to Review Standards Update

The Committee to Review Standards will share out the work they have done and the next steps. Dr. Barrett provided the Committee to Review Standards update. The committee has met several times and a survey was sent out. The attached Feedback on ESU Standards document was created from the results of the survey responses.

7. Chief Executive Officer (CEO) Report

- CEO Report to the Board - January 2026

ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board - January 2026.

8. CEO Evaluation

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

9. Mileage for Board Members

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

travel to meetings.

Dr. Barrett requested mileage for board members to be included in the next budget review for meetings not offered via zoom.

10. Next Meeting Agenda Items

11. Adjournment

The Executive Committee Meeting adjourned at 12:20pm.

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

December 31, 2025

ESUCC Division		Receipts	Disbursements
Executive	\$	186,747.08	\$ 60,513.26
Teaching & Learning	\$	341,813.32	\$ 175,472.48
Technology	\$	302,178.63	\$ 56,128.11
Grants/Contracts	\$	-	\$ 2,850.00
	\$	830,739.03	\$ 294,963.85
Balance December 1, 2025		\$6,171,272.27	
Total Receipts Oct 2025		\$830,739.03	
Total Funds Available		\$7,002,011.30	
Check #18284 - Check #18306	\$	287,413.89	
ACH Payments	\$	7,549.96	
Total Disbursements		\$294,963.85	
Ending Balance December 31, 2025		\$6,707,047.45	
Ending Balance December 31, 2024		\$4,591,413.50	
Bank Balances:			
Checking Account	\$	50,727.77	
Investment Account	\$	6,659,641.46	
		\$6,710,369.23	
<i>Interest Earned December 2025</i>		<i>\$20,942.49</i>	

Outstanding Receipts As Of 12/31/25:	
Admin	\$150.00
MSA, 2025-2026	\$0.00
Meals, Budget Hearing	\$150.00
Canvas	\$2,475.00
School Renewals, 2025-2026 (Concordia Lutheran)	\$2,475.00
Funds Due From NDE	\$0.00
Coop	\$421.80
School Renewals	\$0.00
Vendor Admn Fees (Wyebot)	\$421.80
DL	\$0.00
	\$0.00
Duo Security	\$750.00
School Renewals (Fort Calhoun)	\$750.00
Literacy	\$0.00
Second Coaching Stipend	\$0.00
Menstrual Project	\$0.00
Funds from NDE	\$0.00
PDO	\$4,175.00
PDO, MSA 2025-2026	\$2,800.00
PDO, Mtg Registrations	\$25.00
Overdrive / Sora Library	\$0.00
ESPD, Mtg Registrations	\$150.00
NOC, Dmarician Renewal	\$0.00
NOC, Mtg Registrations	\$100.00
SDA, Mtg Registrations	\$800.00
TLT, Mtg Registrations	\$300.00
PowerSchool	\$20,932.40
School Renewals, 2025-2026	\$20,932.40
ProofPoint	\$22,579.11
School Renewals	\$22,579.11
SLCGP LOGGING	\$0.00
Funds from NDE	\$0.00
SRS	\$6,384.00
MSA, 2025-2026	\$6,000.00
Annual Member Fee (Prime Home DDS)	\$384.00
Final ESSER	\$233,246.51
CoSN State Chapter, Cyber Tatanka, SteadFAST, and Incident Reponse Workshops	\$233,246.51
Tech Gen	\$623.22
Fortimail Renewals	\$623.22
Total Outstanding Receipts, 12/31/25:	\$291,737.04

	Percentage Spent	Percentage Projected
September	0.00%	8.33%
October	2.88%	8.33%
November	3.57%	8.33%
December	1.62%	8.33%
January		8.33%
February		8.33%
March		8.33%
April		8.33%
May		8.34%
June		8.34%
July		8.34%
August		8.34%
Year To Date	8.07%	100.00%

Specific Project Fiscal Expenses YTD	Budget	Expenses YTD
PowerSchool	\$1,083,875.27	\$173,120.02
Coop	\$1,025,623.70	\$235,003.80
Canvas	\$823,307.26	\$97,817.86
SRS	\$536,916.42	\$122,500.35
PDO (Includes Affiliates)	\$202,214.04	\$66,246.57

Notable Receipts Include:	
Canvas Funds Reimbursed	\$134,498.04
Canvas Seats & Catalog, 2 Years, NDE	\$181,490.00
SLCGP / Logging Project	\$256,250.04
Coop Securly Renewal, ESU 19	\$130,738.21
ProofPoint Renewals	\$38,705.37

Notable Disbursements Include:	
Make It Secure, Canvas	\$30,000.00
Menstrual Project Reimbursements	\$4,072.48
Corwin / Sage Publication, SDA Training	\$15,000.00
Unanimous Inc., Website	\$7,485.00
Eide Bailly, Final Payment for FY25 Audit	\$7,560.00

Special Projects/Grants Status:	Receipts	Expenditures
SMART-NE	\$0.00	\$2,558.00
SMART-ESA	\$0.00	\$100.00

Notes:

Canvas: New Grant Opportunities from NDE, \$200,000
Includes Make It Secure, \$30,000

EFINANCE - POWERSCHOOL
 DATE: 01/13/2026
 TIME: 12:10:47

ESU COORDINATING COUNCIL
 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.yr='26' and transact.period='5'
 ACCOUNTING PERIOD: 5/26

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ORG UNIT	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
09000	18307	01/14/26	1050	BISHOP BUSINESS	01202320100	20550	ADMN PRINTNG EXPENS	0.00	0.96
09000	18307	01/14/26	1050	BISHOP BUSINESS	01202520300	20550	COOP PRINTING EXPEN	0.00	0.96
09000	18307	01/14/26	1050	BISHOP BUSINESS	01202213620	20550	DL PRINTING EXPENSE	0.00	0.97
09000	18307	01/14/26	1050	BISHOP BUSINESS	01202580400	20550	SRS PRINTING EXPENS	0.00	0.97
TOTAL CHECK									3.86
09000	18308	01/14/26	1057	ESU 3	01202320100	20550	ADMN PRINTING EXP	0.00	1.94
09000	18308	01/14/26	1057	ESU 3	01202213620	20550	DL PRINTING EXP	0.00	1.89
09000	18308	01/14/26	1057	ESU 3	01202580400	20550	SRS PRINTING EXP	0.00	1.89
09000	18308	01/14/26	1057	ESU 3	01202320100	20610	ADMN 1099 TAX FORMS	0.00	11.51
09000	18308	01/14/26	1057	ESU 3	01202320100	20441	ADMN RENT OMAHA	0.00	324.03
09000	18308	01/14/26	1057	ESU 3	01202520300	20441	COOP RENT OMAHA	0.00	486.06
09000	18308	01/14/26	1057	ESU 3	01202580400	20441	SRS RENT OMAHA	0.00	972.12
09000	18308	01/14/26	1057	ESU 3	01202213500	20441	PDO RENT OMAHA	0.00	486.06
09000	18308	01/14/26	1057	ESU 3	01202213200	20441	PS RENT OMAHA	0.00	324.04
09000	18308	01/14/26	1057	ESU 3	01202320100	20531	ADMN POSTAGE OMAHA	0.00	20.48
TOTAL CHECK									2,630.02
09000	18309	01/14/26	1150	ESU 5	01202213510	20320	NOC MTG NOV 5TH/6TH	0.00	53.70
09000	18309	01/14/26	1150	ESU 5	01202213200	20643	PS SCREENCONNECT	0.00	438.87
TOTAL CHECK									492.57
09000	18310	01/14/26	1067	ESU 10	01203599597	20320	STEADFAST NOV 2025	0.00	4,300.00
09000	18310	01/14/26	1067	ESU 10	01202320100	20320	SMART ESU NOV 2025	0.00	450.00
09000	18310	01/14/26	1067	ESU 10	01202320100	20320	SMART NE NOV 2025	0.00	1,125.00
TOTAL CHECK									5,875.00
09000	18311	01/12/26	1064	ESU 17	01202320100	20320	ADMN FISCAL AGENT F	0.00	900.00
09000	18311	01/12/26	1064	ESU 17	01202213620	20352	DL SALARIES	0.00	17,236.07
09000	18311	01/12/26	1064	ESU 17	01202580650	20352	TECH GEN SALARIES	0.00	13,076.31
09000	18311	01/12/26	1064	ESU 17	01202580400	20352	SRS SALARIES	0.00	36,775.50
09000	18311	01/12/26	1064	ESU 17	01202213500	20352	PDO SALARIES	0.00	5,895.36
09000	18311	01/12/26	1064	ESU 17	01202213560	20352	CRISIS SALARIES	0.00	457.59
09000	18311	01/12/26	1064	ESU 17	01202213570	20352	CANVAS SALARIES	0.00	17,672.82
09000	18311	01/12/26	1064	ESU 17	01202213200	20352	PS SALARIES	0.00	45,428.53
09000	18311	01/12/26	1064	ESU 17	01202580590	20352	PROJ PARA SALARIES	0.00	10,919.38
09000	18311	01/12/26	1064	ESU 17	01202520585	20352	TEXTBOOK SALARIES	0.00	6,558.38
09000	18311	01/12/26	1064	ESU 17	01202213587	20352	TEAMMATES SALARIES	0.00	4,438.09
09000	18311	01/12/26	1064	ESU 17	01202213582	20352	LITERACY SALARIES	0.00	2,750.91
09000	18311	01/12/26	1064	ESU 17	01202213580	20352	BITS SALARIES	0.00	6,995.39
09000	18311	01/12/26	1064	ESU 17	01202320100	20352	ADMN SALARIES	0.00	15,125.39
09000	18311	01/12/26	1064	ESU 17	01202520300	20352	COOP SALARIES	0.00	26,271.47
09000	18311	01/12/26	1064	ESU 17	01202520581	20352	MENSTRUAL SALARIES	0.00	2,074.27
09000	18311	01/12/26	1064	ESU 17	01202580400	20441	SRS RENT AINSWORTH	0.00	38.20
09000	18311	01/12/26	1064	ESU 17	01202213500	20441	PDO RENT AINSWORTH	0.00	38.20
09000	18311	01/12/26	1064	ESU 17	01202213200	20441	PS RENT AINSWORTH	0.00	114.60
09000	18311	01/12/26	1064	ESU 17	01202520300	20550	COOP COPIER/PRINTIN	0.00	17.50
09000	18311	01/12/26	1064	ESU 17	01202320100	20441	ADMN RENT AINSWORTH	0.00	38.20
09000	18311	01/12/26	1064	ESU 17	01202520300	20441	COOP RENT AINSWORTH	0.00	152.80
09000	18311	01/12/26	1064	ESU 17	01202520300	20520	COOP BOND/INSURANCE	0.00	32.00
09000	18311	01/12/26	1064	ESU 17	01202520300	20582	COOP PHONE AINSWORT	0.00	84.00

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09000	18312	01/14/26	1069	LINCOLN PUBLIC SCHO	01202213580	20320	BITS REIMBURSEMENT	0.00	57,728.70
09000	18313	01/14/26	1817	GRINDSTONE MEDIA	01202213570	20320	CANVAS VIDEO	0.00	16,500.00
09000	18313	01/14/26	1817	GRINDSTONE MEDIA	01202213570	20320	CANVAS VIDEO SHOWCA	0.00	10,000.00
TOTAL CHECK								0.00	26,500.00
09000	18314	01/14/26	1312	INSTRUCTURE INC	01202213570	20330	CANVAS REGISTRATION	0.00	2,355.01
09000	18315	01/14/26	1935	DR KRISTEN MATTSON	01202213570	20320	CANVAS COURSE AI PO	0.00	30,000.00
09000	18315	01/14/26	1935	DR KRISTEN MATTSON	01202213570	20320	CANVAS HOSTING AI P	0.00	15,000.00
09000	18315	01/14/26	1935	DR KRISTEN MATTSON	01202213570	20320	CANVAS MINI MODULE	0.00	20,000.00
09000	18315	01/14/26	1935	DR KRISTEN MATTSON	01202213570	20320	CANVAS MINI MODULE	0.00	10,000.00
09000	18315	01/14/26	1935	DR KRISTEN MATTSON	01202213570	20320	CANVAS COURSE UPDAT	0.00	15,000.00
09000	18315	01/14/26	1935	DR KRISTEN MATTSON	01202213570	20320	CANVAS HOSTING TEAC	0.00	15,000.00
09000	18315	01/14/26	1935	DR KRISTEN MATTSON	01202213570	20320	CANVAS CONSULTING I	0.00	4,000.00
09000	18315	01/14/26	1935	DR KRISTEN MATTSON	01202213570	20320	CANVAS VIRTUAL PRES	0.00	6,000.00
TOTAL CHECK								0.00	115,000.00
09000	18316	01/14/26	1502	NEBRASKA DEPARTMENT	01202213200	20580	PS DATA CONF SIVER	0.00	598.00
09000	18316	01/14/26	1502	NEBRASKA DEPARTMENT	01202213200	20580	PS 2 EXTRA VDNR TIC	0.00	196.00
TOTAL CHECK								0.00	794.00
09000	18317	01/14/26	1755	NOVAK EDUCATIONAL C	01202213570	20320	CANVAS ONLINE COURS	0.00	22,500.00
09000	18317	01/14/26	1755	NOVAK EDUCATIONAL C	01202213570	20320	CANVAS VIRTUAL WORK	0.00	10,500.00
09000	18317	01/14/26	1755	NOVAK EDUCATIONAL C	01202213570	20320	CANVAS PROF DEVELOP	0.00	16,500.00
09000	18317	01/14/26	1755	NOVAK EDUCATIONAL C	01202213570	20320	CANVAS COURSE REVIE	0.00	2,000.00
TOTAL CHECK								0.00	51,500.00
09000	18318	01/14/26	1390	NRCSA	01202213620	20580	DL SPRING CONF EXHI	0.00	485.00
09000	18318	01/14/26	1390	NRCSA	01202213620	20580	DL ADDITIONAL MEAL	0.00	30.00
TOTAL CHECK								0.00	515.00
09000	18319	01/14/26	1633	PERRY, GUTHERY, HAA	01202320100	20317	ADMN LEGAL SERVICE	0.00	405.98
09000	18319	01/14/26	1633	PERRY, GUTHERY, HAA	01202310110	20317	BOARD LEGAL SERVICE	0.00	202.99
09000	18319	01/14/26	1633	PERRY, GUTHERY, HAA	01202520300	20317	COOP LEGAL SERVICE	0.00	1,420.86
09000	18319	01/14/26	1633	PERRY, GUTHERY, HAA	01202213620	20317	DL LEGAL SERVICE	0.00	405.98
09000	18319	01/14/26	1633	PERRY, GUTHERY, HAA	01202580400	20317	SRS LEGAL SERVICE	0.00	202.99
TOTAL CHECK								0.00	2,638.80
09000	18320	01/14/26	1053	SPARQ DATA SOLUTION	01202320100	20320	ADMN NEGOTIATIONS S	0.00	15,000.00
09000	18320	01/14/26	1053	SPARQ DATA SOLUTION	01202310110	20643	BOARD MEETING SOFTW	0.00	2,700.00
TOTAL CHECK								0.00	17,700.00
09000	18321	01/14/26	1961	UNANIMOUS INC.	01202320100	20643	ADMN DEC 2025 SUPPO	0.00	610.00
09000	18321	01/14/26	1961	UNANIMOUS INC.	01202320100	20643	ADMN 2025 DEC DESIG	0.00	7,400.00
TOTAL CHECK								0.00	8,010.00
09000	ACH00015	01/14/26	1638	AIMEE MUEHLING	01202213200	20320	PS CONTRACTED SERVI	0.00	2,435.30

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09000	ACH00016	01/14/26	1959	JENNY CIANCIO	01202520300	20333	COOP MILEAGE DEPOSI	0.00	156.80
09000	ACH00017	01/14/26	1826	LARIANNE POLK	01202320100	20333	ADMN MILEAGE NCSA L	0.00	67.20
09000	ACH00017	01/14/26	1826	LARIANNE POLK	01202320100	20333	ADMN MILEAGE ESU 5	0.00	125.30
09000	ACH00017	01/14/26	1826	LARIANNE POLK	01202320100	20333	ADMN MILEAGE CYBER	0.00	58.10
09000	ACH00017	01/14/26	1826	LARIANNE POLK	01202320100	20333	ADMN MILEAGE TEAMMA	0.00	3.63
09000	ACH00017	01/14/26	1826	LARIANNE POLK	01202320100	20643	ADMN CHAT GPT SOFTW	0.00	20.00
TOTAL CHECK								0.00	274.23
09000	ACH00018	01/14/26	1872	MINDY REED	01202320100	20610	ADMN SUPPLIES ENVEL	0.00	13.08
09000	ACH00019	01/14/26	1640	NICOLE MULLER	01202213200	20320	PS CONTRACTED SERVI	0.00	2,783.50
09000	EFT00295	01/04/26	1209	CINCINNATI INSURANC	01202320100	20520	ADMN INSURANCE	0.00	103.10
09000	EFT00295	01/04/26	1209	CINCINNATI INSURANC	01202213580	20520	BITS INSURANCE	0.00	103.10
09000	EFT00295	01/04/26	1209	CINCINNATI INSURANC	01202213570	20520	CANVAS INSURANCE	0.00	103.10
09000	EFT00295	01/04/26	1209	CINCINNATI INSURANC	01202520300	20520	COOP INSURANCE	0.00	103.10
09000	EFT00295	01/04/26	1209	CINCINNATI INSURANC	01202213620	20520	DL INSURANCE	0.00	103.10
09000	EFT00295	01/04/26	1209	CINCINNATI INSURANC	01202213582	20520	LITERACY INSURANCE	0.00	103.10
09000	EFT00295	01/04/26	1209	CINCINNATI INSURANC	01202213200	20520	PS INSURANCE	0.00	103.10
09000	EFT00295	01/04/26	1209	CINCINNATI INSURANC	01202213500	20520	PDO INSURANCE	0.00	103.10
09000	EFT00295	01/04/26	1209	CINCINNATI INSURANC	01202580400	20520	SRS INSURANCE	0.00	103.10
09000	EFT00295	01/04/26	1209	CINCINNATI INSURANC	01202520585	20520	TEXTBOOK INSURANCE	0.00	103.10
TOTAL CHECK								0.00	1,031.00
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202320100	20641	ADMN LINCOLN JOURNA	0.00	24.99
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202580400	20650	SRS COMPUTER REPAIR	0.00	848.00
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202320100	20610	ADMN COFFEE POT LEG	0.00	74.44
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202320100	20610	ADMN GRAFFERS TAPE,	0.00	19.97
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213620	20610	DL TV COVER FOR BOO	0.00	17.59
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213620	20643	DL CANVAS PRO	0.00	119.99
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213500	20643	PDO SHORT ANSWER	0.00	12.00
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213500	20643	PDO RIVERSIDEFM INC	0.00	29.00
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213500	20643	PDO RIVERSIDE INTER	0.00	0.87
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213500	20643	PDO JITBIT HELPDESK	0.00	335.00
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213620	20643	DL JITBIT HELPDESK,	0.00	300.00
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202580400	20643	SRS JIT BIT HELPDES	0.00	1,364.00
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202520300	20643	COOP MAILCHIMP	0.00	93.50
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202580400	20643	SRS ATGLASSIAN	0.00	10.00
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213200	20643	PS GOOGLE WORKSPACE	0.00	158.40
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213200	20643	PS ASANA PREMIUM	0.00	134.90
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213200	20643	PS JITBIT HELPDESK	0.00	249.00
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213620	20580	DL UBER EASTON	0.00	21.44
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213620	20580	DL MEAL EASTON COS	0.00	32.52
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213620	20580	DL MEAL EASTON BROA	0.00	83.81
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213620	20580	DL PARKING EPPLEY E	0.00	60.00
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213620	20580	DL LODGING EASTON B	0.00	329.97
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202580400	20580	SRS MEALS TICOS SI	0.00	63.05
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202320100	20580	ADMN LODGING LP BRO	0.00	407.28
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202520300	20580	COOP MEAL CP MIGUEL	0.00	32.60
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202520300	20580	COOP MEAL CP CHEYEN	0.00	28.22

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09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202520300	20580	COOP LODGING PD CHE	0.00	903.08
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202320100	20580	ADMN BROADMOOR MEAL	0.00	35.92
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202320100	20580	ADMN BROADMOOR MEAL	0.00	61.19
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202213620	20580	DL BROADMOOR MEAL E	0.00	61.20
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202320100	20580	ADMN BROADMOOR MEAL	0.00	35.92
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202320100	20580	ADMN BROADMOOR MEAL	0.00	98.44
09000	EFT00296	01/14/26	1039	UNION BANK & TRUST	01202320100	20580	ADMN BROADMOOR MEAL	0.00	25.05
TOTAL CHECK								0.00	6,112.33
09000	EFT00297	01/02/26	1039	UNION BANK & TRUST	01202320100	20320	ADMN ACH BANK FEE	0.00	32.08
TOTAL CASH ACCOUNT								0.00	517,672.24
TOTAL FUND								0.00	517,672.24
TOTAL REPORT								0.00	517,672.24



To: Bill Heimann and ESUCC Executive Committee

From: Dr. Larianne Polk, CEO

Re: Strategic Planning Proposals, Summary

Date: December 11, 2025

Good afternoon, Bill and Executive Committee.

At the November Executive Committee meeting, I was asked to provide a summary of the proposals submitted in response to the Request for Strategic Planning Facilitation Quote. This document provides that summary along with the following:

1. A copy of the Request for strategic Planning Facilitation Quote upon which vendors based their responses,
2. The three proposals received, and
3. A consolidated summary for quick reference.

It is my hope that this information supports your preparation for the January Executive Committee meeting and the full Board meeting the following day. Strategic planning proposals will be discussed with the full board in January, with formal selection anticipated in February to allow adequate time for questions and deliberation. I have informed the vendors of this timeline.

As a reminder, NASB was invited to participate in this process but declined due to other commitments. Three proposals were received; from AESA, Mission Matters, and JNW Consulting. All three vendors meet the core requirements outlined in the Request for Facilitation, including designing an inclusive planning process, conducting Zoom-based focus groups, gathering project-level input, and producing a five-year strategic plan with priority areas, goals and actionable items.

Summary of Each Proposal

AESA

Cost: \$25,000 + travel

Strengths:

- Most direct alignment to the Request for Facilitation, including explicit inclusion of **1–2 out-of-state ESA leaders**.
- Deep national ESA experience and prior work with ESUCC.
- Clear structure and familiar facilitation model tailored to multi-project statewide organizations.

Mission Matters

Cost: \$21,500 + limited travel

Strengths:

- Lowest cost; strong Nebraska-based team with extensive experience across ESUs, schools, and NDE.
- Facilitates an inclusive, participatory process that fits ESUCC's collaborative culture.
- Provides a full plan plus a one-page visual summary.
Notable Gap: Does not explicitly reference the Request for Facilitation requirement for out-of-state ESA leaders, though this could be added.

JNW Consulting

Cost: \$33,685.66 (includes design, materials, and printing)

Strengths:

- Most comprehensive and detailed facilitation model, with added emphasis on change management, leadership alignment, and implementation.
- Provides the strongest publication package (printed plans, flipbook, one-page summary).
Notable Gap: Does not explicitly reference the out-of-state ESA leader requirement but could incorporate it.

Comparison Table

Criterion	AESA	Mission Matters	JNW Consulting
Alignment to Request for Facilitation Scope	Strongest alignment; includes out-of-state ESA leaders	Strong; inclusive and collaborative; out-of-state ESA leaders not referenced	Strong; exceeds scope with additional phases; out-of-state ESA leaders not referenced
Timeline Alignment (March–July Facilitation)	Fully aligned	Fully aligned	Fully aligned
Required Focus Groups	Fully included	Fully included	Fully included
Engagement Approach	ESA-specific, structured, collaborative	Highly participatory, Nebraska-focused, equity-centered	Most structured; strengths-based and change-management focused
Deliverable Quality	Full plan; print-ready	Full plan + visual summary	Most robust (plan, summaries, printed copies, flipbook)
Cost	Mid-range	Lowest cost	Highest cost
Fit with ESUCC's Statewide Context	Strong due to ESA specialization	Strong due to Nebraska system knowledge	Strong for execution, alignment, and organizational development

The Directors and I believe that each of the three proposals presents a viable approach to ESUCC's strategic planning process and satisfies the core requirements in the Request for Facilitation. The proposals differ in cost, facilitation methodology, deliverable depth, and level of experience with ESU systems. Each may appeal differently depending on the priorities the Executive Committee and Board choose to emphasize, such as ESA-specific expertise,

Nebraska-centered facilitation, participatory design, implementation structure, or communication tools.

I am not offering a recommendation at this time. The purpose of this summary and comparison table is to equip you with the information needed to evaluate which vendor best aligns with ESUCC's needs, culture, and expectations for this planning cycle.

Please let me know if I may provide additional information or answer questions as you prepare for the January meetings.

Enc: Request for Strategic Planning Proposal; AESA Proposal; Mission Matters Proposal; JNW Consulting Proposal



Request for Strategic Planning Facilitation Quote

The Educational Service Unit Coordinating Council (ESUCC) is seeking a quote for facilitation services to support the creation of a five-year strategic plan. This plan should be motivating, actionable, and adaptable—helping ESUCC *build a better future* while strengthening focus, alignment, and clarity across all divisions and projects.

Purpose

The five-year plan will:

- Provide direction that allows time for meaningful work, yet flexibility for change.
- Translate broad goals into annual, actionable steps for each division and project.
- Strengthen collaboration, streamline decision-making, and eliminate distractions.
- Ensure all staff see themselves and their contributions reflected in the plan.

Scope of Work

The selected facilitator will:

- Design and lead an inclusive, collaborative planning process.
- Work closely with the Strategic Planning Leadership Team (CEO, Directors, and 1-2 Board members.)
- Include participation of 1-2 out of state ESA Leaders of statewide organizations to provide peer insight.
- Conduct Zoom-based focus groups with:
 - ESUCC Board
 - ESUCC Staff
 - SRS, PowerSchool, and SMART Advisory Group
 - Rule 84 Representatives
 - ESUPDO Membership
- Collect input from Projects summarizing current and future work, strengths, barriers, and opportunities for alignment.

Deliverables

- Facilitation of focus groups
- Documentation of stakeholder input and themes to support ongoing communication and review

- Analyze data from focus groups, project reports, and other input sources to create a five-year strategic plan that includes:
 - Defined priority areas
 - Goals
 - Actionable items for implementation
 - Mission/Vision

Timeline

- November 2025 - Submit Quotes
- January 2026 - Board to review quotes
- February 2026 - Board select consultant
- March-July 2026 - Facilitate strategic plan
- September 2026 - Present plan to the Board for approval
- October 2026+ Roll out

Quote Submission

Please include:

- Description of facilitation approach and engagement methods
- Estimated timeline and milestones
 - Itemized cost estimate (facilitation, travel, materials)
- Examples of relevant work or experience

Submit quotes by **November 14, 2025** to:

Larriane Polk, Ed.D., CEO

Educational Service Unit Coordinating Council

lpolk@esucc.org

402-597-4843

Strategic Planning Proposal:

Nebraska Educational Service Unit Coordinating Council

November 2025

Introduction

The Educational Service Unit Coordinating Council (ESUCC) seeks to develop a motivating, actionable, and adaptable five-year strategic plan that strengthens alignment, collaboration, and clarity across the organization. AESA is pleased to submit this proposal to partner with ESUCC in facilitating this work.

AESA brings deep national experience supporting ESAs and statewide organizations with strategic planning, systems design, stakeholder engagement, and implementation planning. AESA has collaborated with ESUCC in previous planning cycles and understands the unique multi-project, multi-stakeholder ecosystem in which ESUCC operates.

This proposal is designed to fully address the parameters outlined in ESUCC’s Request for Strategic Planning Facilitation Quote (November 2025), including a collaborative process, broad stakeholder engagement, actionable deliverables, and a timeline aligned to ESUCC expectations.

A Collaborative Approach

AESA takes a collaborative, inclusive approach informed by proven strategic planning and design practices. We envision a partnership-driven process in which ESUCC’s deep knowledge of its organization and stakeholders meaningfully shapes the planning effort. Our philosophy ensures that all planning, decision-making, and implementation steps are co-developed with ESUCC. While AESA leads the facilitation, analysis, and drafting of the plan, ESUCC’s insight and direction remain central throughout.

AESA will design and facilitate focus groups that elevate diverse stakeholder perspectives to inform the strategic direction. We recognize that our role is to facilitate, synthesize, and support rather than prescribe, and this approach helps build shared ownership and commitment. Throughout the engagement, AESA will tailor its methods to ESUCC’s unique context today while remaining responsive to the evolving needs and realities of the future.

Roles & Responsibilities

AESA will work closely with the Strategic Planning Leadership Team (CEO, Directors, and 1–2 Board members) throughout the process. We will also incorporate insights from 1–2 out-of-state ESA leaders to meaningfully inform ESUCC with peer perspectives from similar statewide organizations.

To ensure an efficient and effective planning process, AESA proposes the following general division of responsibilities:

- **AESA:** Facilitate planning sessions, focus groups, and Strategic Planning Leadership Team meetings; analyze stakeholder, organization and program data and synthesize findings; conduct structure review of mission and vision; develop the strategic plan, with recommendations for priorities, goals, action items and key performance indicators.
- **ESUCC:** Engage stakeholders, provide organizational insights and documents, guide the alignment of the plan with the agency’s mission and goals; provide support for onsite meetings.

By working together, AESA and ESUCC can create a forward-thinking, stakeholder-driven, actionable strategic plan that will drive meaningful impact for Nebraska’s Educational Service Units (ESUs) and the students and schools they serve. This plan will encompass key areas such as collaboration, resource sharing, program development, and member services with an eye toward future growth.

Scope of Work: Timelines & Deliverables

AESA will design and facilitate a process that includes the following components required by ESUCC. AESA is flexible and will adjust timelines and number of virtual and/or in person meetings collaboratively based on ESUCC needs, availability, and the depth of input required at each state of the project.

Date	Project Component	AESA Deliverable
February 2026	ESUCC Selects Consultant	<ul style="list-style-type: none"> • NA
	Project Planning and Coordination <ul style="list-style-type: none"> • Virtual meeting with ESUCC Leadership or Strategic Planning Leadership Team 	<ul style="list-style-type: none"> • AESA facilitates a virtual meeting to co-develop a detailed schedule, identify organizational data needed, and process for zoom stakeholder focus groups • AESA provides schedule of activities and detailed next steps to the ESUCC Leadership
March - April 2026	Stakeholder Engagement (ESUCC Board, ESUCC Staff, SRS Advisory Group, PowerSchool Advisory Group, SMART Advisory Group, Rule 84 Representatives, ESUPDO Membership)	<ul style="list-style-type: none"> • Conduct Stakeholder Focus Groups via Zoom (5-10 participants per group is suggested)
	Data Collection & Analysis <ul style="list-style-type: none"> • Focus group and interview feedback • Project reports and summaries 	<ul style="list-style-type: none"> • Analyze and synthesize data to identify themes, patterns, strengths, and improvement opportunities.

	<ul style="list-style-type: none"> • ESUCC documents, policies, and prior strategic work • Advisory group insights 	<ul style="list-style-type: none"> • Prepare a Current State Analysis Summary for the Strategic Planning Leadership Team.
April 2026	Strategic Plan Development <ul style="list-style-type: none"> • Strategic Planning Leadership Team Meeting • One Day In-Person (8:30 AM – 4:00 PM) 	<ul style="list-style-type: none"> • Establish working agreements • Mission/Vision Review • Current Context: Awareness of themes and trends in data • Begin Focus Area and Goal Development
May 2026	Strategic Plan Development <ul style="list-style-type: none"> • Strategic Planning Leadership Team Meeting • Virtual – 2 hours 	<ul style="list-style-type: none"> • Confirm Focus Area and Goal • Outline timelines, roles, responsibilities, and resource needs. • Discuss metrics and key performance indicators
June 2026	Strategic Plan Development <ul style="list-style-type: none"> • Strategic Planning Leadership Team Meeting • One Day In-Person (8:30 AM – 4:00 PM) 	<ul style="list-style-type: none"> • Confirm timelines, roles, responsibilities, and resource needs. • Determine metrics/key performance indicators • Check alignment to mission/values
July 2026	Strategic Plan Development <ul style="list-style-type: none"> • ESUCC Leadership on call as needed 	<ul style="list-style-type: none"> • AESA drafts the 5 year Strategic Plan • Draft plan is shared electronically with Strategic Planning Leadership Team for feedback
August 2026	Strategic Plan Development <ul style="list-style-type: none"> • Strategic Planning Leadership Team Meeting • Half Day – In Person (AM or PM – Will not require an overnight stay) 	<ul style="list-style-type: none"> • Facilitated review and revision working session with Strategic Planning Leadership Team • Determine need/plan for additional feedback from key stakeholders
	<ul style="list-style-type: none"> • Strategic Planning Leadership Team Meeting • Virtual – 2 hours 	<ul style="list-style-type: none"> • Final Review of Draft Strategic Plan • Finalize Board meeting prep • Stakeholder communication plan • AESA finalizes 5-Year Strategic Plan document for Board meeting.

September 2026	Present plan to the ESCCC Board for approval	<ul style="list-style-type: none"> • AESA supports presentation of 5-year Strategic Plan to ESCCC Board. • Final document is delivered digitally in a print ready format.
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Estimated Cost and Payment Terms

AESA proposes the following itemized cost estimate as requested:

Facilitation & Consultation Services - \$25,000

- Project planning, coordination, and virtual check-ins as scheduled
- Design and facilitation of all focus groups and Strategic Planning Leadership Team Meetings
- Data analysis, stakeholder documentation, and the development of a current state summary
- Facilitation of strategic planning sessions
- Drafting, revising, and finalizing the five-year strategic plan
- Presentation to ESUCC Board

Consultant Travel - Mileage, meals and hotel expenses are invoiced at the close of the project.

AESA anticipates that onsite work will be about 3 trips over 2.5 days. The consultant will be traveling Des Moines, Iowa, and we anticipate only single night hotel stays for each of the onsite meetings. We appreciate hotel recommendations from you.

Other Resources and Materials

- ESUCC is responsible for providing meeting space (including AV and materials) and meals for in person meetings.
- While on-site and to maximize this time, AESA staff would request access to a small meeting space and access to ESUCC leadership/staff during the time onsite.
- AESA will provide all written materials in digital, print-ready format; therefore, there will be no materials fees during the project.

Terms: AESA suggests 50% payment at the onset of the project and 50% payment when the final Strategic Plan is delivered.

References

AESA has successfully supported similar projects, including:

- Strategic Design and Planning for statewide organizations
 - Ohio Educational Service Center Association (OESCA)
 - Contact Craig Burford, Executive Director, at burford@oesca.org
 - Washington Association of ESDs (WAESD)
 - Contact Jessica Vavrus, Executive Director, at jvavrus@waesd.org

- Strategic Design, Planning and Vision/Mission Development
 - Douglas ESD in Oregon
 - Contact Analicia Nicholson, Superintendent, at Analicia.Nicholson@douglasesd.k12.or.us
 - ACES in Connecticut
 - Contact Tom Danehy, Executive Director, at tdanehy@aces.org

Closing

AESA is honored to submit this proposal and would welcome the opportunity to partner with ESUCC in shaping its next five-year strategic plan. We are committed to a collaborative, inclusive, and actionable process that supports ESUCC’s mission and strengthens statewide impact.

Please don’t hesitate to reach out with any questions. As a valued AESA member, we truly look forward to partnering with you on your new Strategic Plan. If helpful, we’d be glad to continue partnering with ESUCC to support your implementation efforts through an extension to the current proposal.

AESA Project Lead: Sheila King, Ed.S



Sheila King, AESA Chief Strategy Officer, will lead and facilitate all project activities. An experienced educator and executive leader, she brings deep expertise in strategic planning, service design, and organizational improvement.

Sheila previously served in multiple executive roles at Heartland AEA, Iowa’s largest ESA, including Interim Chief Administrator, Chief Information Officer, Executive Director of Instructional Services, and Executive Director of District Partnerships. Prior to her ESA roles, she was a Middle School Principal and a K–12 Director of Curriculum and Assessment.

A strategic thinker and systems designer, Sheila has led major initiatives in professional learning, school improvement, technology, communications, and regional service delivery redesign. She also launched a cybersecurity service for districts using the Business Strategy Framework.

Sheila has taught at the middle school, high school, and university levels and has served as an adjunct professor at Drake University and Viterbo University. She facilitates strategic planning, systems and service design, program audits, and Business Strategy Framework activities for AESA.

She holds a Specialist degree in Educational Leadership from Drake University and is a licensed Professional Administrator in Iowa with endorsements as a PK–12 Superintendent, AEA Administrator, and PK–12 Principal/Special Education Supervisor.

Proposal for Strategic Planning Services

Submitted to: Dr. Larianne Polk, CEO, Educational Service Unit Coordinating Council

Submitted by: Greta Leach, Principal, Mission Matters

Date: November 14, 2025



OVERVIEW

Thank you for the opportunity to submit this proposal to support the ESU Coordinating Council in its strategic planning process. A clear, inclusive, and forward-thinking strategic plan will empower the organization to deepen its statewide relevance, align board and staff around a shared vision, engage valued stakeholders, help all staff see themselves and their work as a critical part of the plan, and increase long-term sustainability. This proposal outlines a participatory and asset-based approach to strategic planning that builds on ESU Coordinating Council's strengths, draws in diverse stakeholder voices, and results in a practical, living roadmap for the next three to five years.

About Mission Matters

Mission Matters are experts in collaboration. We help people work together better. For over a decade, Mission Matters has been supporting leaders to create positive change in their communities. Our services include facilitation and strategic

planning, capacity building and training, and leadership development and coaching. We are a woman-owned small business with team members based in Lincoln, Omaha, and rural Nebraska. We have worked with hundreds of nonprofits and businesses throughout the state and the surrounding region. The ideal client for Mission Matters is visionary, resilient, and collaborative, and values professionalism and competence in a consulting partner. Read more: <https://mission-matters.com/>

A few reasons why Mission Matters might be a great fit for you:

- **Experts in Group Process** - Our facilitators have advanced credentials in the field, engage in professional development, and abide by the ethics of the profession.
- **Proven Track Record of Success** - More than a decade of service and 250+ successful client engagements
- **Deep Nebraska Knowledge** - Extensive experience across greater Nebraska, urban and rural communities alike
- **Commitment to Equity** - We center diversity, equity, accessibility, and inclusion throughout our processes.
- **Experience with Education** - We've worked with many of your partners and peers, including ESUs, schools, education foundations, higher education institutions, and the Nebraska Department of Education.
- **Trusted Partners** - Our clients tell us we're not only good at what we do, we're good to work with!

OUR APPROACH

Our approach to strategic planning is grounded in **co-design** and **participatory processes**. We believe people own what they help create, and our methods ensure that the final plan reflects the wisdom, values, and aspirations of the whole organization.

We draw on several proven frameworks to guide this process, including **Technology of Participation (ToP)**, **Appreciative Inquiry**, **Design Thinking**, and **Asset-Based Approaches**.

Our facilitation style is highly adaptive. We integrate the voices of **board members, staff, and community stakeholders** in ways that are appropriate and respectful of their time, role, and expertise. This ensures the plan is not only visionary but also grounded in real capacity and community needs.

PROPOSED SCOPE OF WORK

Phase	Objective	Activities	Deliverables
1. Discovery & Design	Understand ESUCC’s current context, priorities, and aspirations	<ul style="list-style-type: none"> - Onboarding interview and design session with the Strategic Planning Leadership Team - Review prior plans, financials, and program data 	<ul style="list-style-type: none"> - Strategic planning process and timeline to meet clearly-defined aims
2. Environmental Scan & Stakeholder Engagement	Gather diverse perspectives and assess trends	<ul style="list-style-type: none"> - 5 virtual focus groups (~1 hour) with client-identified stakeholders (internal and external) - Collect additional input from Projects to summarize current and future work, strengths, barriers, and opportunities for alignment - Convene and facilitate the Strategic Plan Working group in an online meeting to gather input on focus group aims and questions 	<ul style="list-style-type: none"> - “Current Reality” report summarizing themes and key findings to inform strategic directions, goal-setting, implementation, and organizational identity (Mission and Vision)

3. Strategic Planning Facilitation	Define clear priorities, goals, and strategies	<ul style="list-style-type: none"> - Facilitate 1 in-person partial-day retreat to gather input from the full board - Facilitate 1 partial day retreat to gather input from staff (if not part of the board session); in person or remote - Facilitate a series of remote meetings with the Strategic Planning Leadership Team to draft strategic priorities and goals based on input from the board and staff, and stakeholder engagement findings 	<ul style="list-style-type: none"> - Retreat agendas & materials - Draft strategic plan
4. Implementation Planning & Support	Ensure an actionable roadmap for the first year, including timelines, metrics, etc.	<ul style="list-style-type: none"> - Facilitate 2–3 sessions (1 hour) with leadership staff to create action steps, roles, and success indicators 	<ul style="list-style-type: none"> - Final strategic plan documents (1 long-form report and a 1-page professionally-designed visual summary) - 12-month implementation action calendar

INVESTMENT AND TIMELINE

Timeline: Six months (March 2025 – September 2026)

Investment: \$21,500 plus travel costs (inclusive of facilitation, materials, and support)

Phase	Timeline	Consulting Fees
Discovery & Design; Internal Stakeholder Engagement	March	\$2,000
Environmental Scan & External Stakeholder Engagement	April - May	\$9,500
Strategic Planning Facilitation	June - July	\$8,000
Implementation Planning & Support	August - September	\$2,000
TOTAL	6 months	\$21,500

Additional expenses:

Mileage will be reimbursed at the Federal rate (currently \$.70/mi). Estimate 2 consultants in Southeast Nebraska traveling to La Vista for 1 - 2 in-person retreats: **\$250 - \$500**
 If an overnight stay is required, lodging will be reimbursed at the actual cost of a hotel room (may not be needed)
 If a large quantity of printed copies is needed, consultants will provide digital files to the client ahead of time to print.

Availability Disclaimer: Please note that the proposed timeline is subject to availability at the time of booking. We recommend confirming your selection as soon as possible to secure your preferred dates.

CONSULTING TEAM

[Greta Leach](#), **MTS, CTF**, is a facilitator, trainer, and organizational development consultant who loves helping individuals and teams use their current resources—hidden and known—to create positive change in their communities. Through her work with Mission Matters, Greta assists nonprofit organizations to build capacity, develop leaders, and create strategic plans that are both bold and practical. Previously working in the community foundation movement, Greta has a proven track record of helping communities across the state to create permanent sources of philanthropic wealth and grow in leadership capacity. Greta has expertise in participatory methods of dialogue and adult education, has earned professional certification in Technology of Participation (ToP) facilitation methods, and is a mentor trainer with Great Plains ToP. Greta holds degrees from the University of Nebraska-Lincoln and Iliff School of Theology. Greta serves on the boards of Spring Creek Prairie Audubon Center and Audubon Great Plains. A native of Central Nebraska, she now lives in Lincoln with her partner and two young children.

[Kayla Schnuelle](#), **MS, CTF**, is a facilitator, trainer, and leadership consultant. Kayla's professional passion is the intersection of leadership development and facilitation. Kayla specializes in strategic planning, organizational capacity building, complex meeting facilitation and design, and leadership development with a focus on organizational culture and virtual facilitation. Kayla excels in virtual facilitation, which has led to an international portfolio of work, most notably working with the Wikimedia Foundation, Scotland's Soil Association, and the Institute for Cultural Affairs in the United Kingdom. Kayla is a Technology of Participation (ToP) certified facilitator and virtual facilitator, and is also a partner on the Great Plains ToP Trainers team. Before Mission Matters, Kayla was the Leadership Development Director at the University of Nebraska's Rural Futures Institute. Kayla earned a Bachelor's degree in Business and a Master's degree in Leadership, both from the University of Nebraska-Lincoln. A native of Valentine, NE, Kayla has always been passionate about building capacity in rural communities. Kayla now lives in rural Diller, NE, with her husband and children on their family farm. Kayla serves on the board of the Diller Odell Booster Club and the Diller Community Foundation Board.

Carlos Barcenas is a passionate advocate for inclusivity, collaboration, and community transformation. Born in Mexico and now a proud U.S. citizen, Carlos embarked on his American journey at the age of fourteen. Through his diverse experiences, he has become a bridge-builder, connecting people from all corners of Nebraska and the world, fostering leadership and active community engagement. Carlos's unique approach involves creating an "uncomfortable-comfortable" space, where courageous and enlightening conversations thrive. He's a husband, father of four, and a dedicated community leader who has worn many hats, from volunteering and nonprofit work to serving on the GIPS school board for a decade. Today, as a visionary business owner, Carlos continues his inspiring journey to craft spaces that promote inclusion and collaboration, empowering individuals to make a lasting impact. Carlos is based in Grand Island, NE.

Other Mission Matters team members may take part, as needed.

References

Heather Loughman, CEO, Lincoln, NE, hloughman@communityactionatwork.org, 402-875-9319

- Stakeholder engagement, strategic planning, implementation support, Vision and Mission revisions

Hanna Pinneo, Executive Director, Nebraska Statewide Arboretum, Lincoln, NE, hpinneo2@unl.edu, 402-472-2945

- Stakeholder engagement, strategic plan, implementation support

Jonathan Jank, President & CEO, Seward County Chamber & Development Partnership, Seward, NE, jonathan@cultivatesewardcounty.com, 402-643-4189

- Stakeholder engagement, Strategic Planning, Implementation support

Testimonial

"I cannot recommend Mission Matters highly enough for their exceptional strategic planning facilitation services. Our organization faced some challenges in aligning our goals with actionable strategies, but Mission Matters guided us through the process with expertise and clarity. Their facilitators demonstrated a deep understanding of our non-profit organizational dynamics and strategic thinking. They fostered an environment where our team could openly discuss ideas, evaluate options, and make informed decisions.

Thanks to Mission Matters, we now have a robust strategic plan that not only addresses our immediate needs but also sets a clear path for future growth and success. Their commitment to our organization's mission was evident throughout the process, and their insights were invaluable in shaping our strategy. If your organization is looking for strategic planning facilitation that is insightful, professional, and results-driven, Mission Matters is the partner you need!" - Executive Director, Strategic Planning Nonprofit Client.

Thank you for the opportunity to submit a proposal!

Greta Leach

Mission Matters

greta@mission-matters.com | 308-530-2471



PROPOSAL
STRATEGIC PLANNING
FACILITATION

NOVEMBER 14, 2025

JAMIE WEINGART
JNW CONSULTING
3426 17TH AVE
SCOTTSBLUFF, NE 69361

PREPARED FOR:
DR. LARIANNE POLK
EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL

EXECUTIVE SUMMARY

JNW Consulting is a certified woman-owned small business (WOSB), Nebraska-based firm with deep experience guiding education and government organizations through strategic planning that leads to measurable results. Our certified facilitators combine Gallup Strengths, Kotter Change, and Drivers Model methodologies to create plans that are clear, actionable, and owned by the people who implement them. We bring a proven record of success with ESUs, school districts, and statewide partners—and deliver not just a plan, but a lasting framework for alignment, accountability, and sustained organizational excellence.



EXPERIENCE AND QUALIFICATIONS

Proven Success Across Education, Government, and Nonprofit Sectors

JNW Consulting brings extensive experience facilitating strategic planning and leadership development for education service agencies, school systems, and government organizations across Nebraska and the Midwest.

Recent clients include Scottsbluff Public Schools, Gering Public Schools, Columbus Public Schools, Western Nebraska Community College, ESU13, and the Nebraska Department of Transportation. Our clients consistently describe our process as collaborative, data-driven, and outcome-oriented, resulting in strategic plans that become living frameworks for execution rather than static documents.

Certified Expertise in Evidence-Based Frameworks

Our facilitators hold certifications in multiple nationally recognized methodologies, including:

- Gallup-Certified Strengths Coaching (building alignment through strengths-based dialogue)
- Drivers Model of Strategic Planning (research-based model for strategic clarity and execution)
- Kotter Advanced Change Certification (ensuring plans translate into sustainable action)
- The Five Behaviors of a Cohesive Team and Everything DiSC® Certification (facilitating productive collaboration and communication)

This combination of tools allows JNW Consulting to address not only what organizations need to achieve, but also how teams must work together to achieve it.

APPROACH & METHODOLOGY

Collaborative, Research-Based Facilitation

Our approach integrates both qualitative and quantitative data to ensure decisions are grounded in insight and consensus. Through a combination of stakeholder focus groups, facilitated planning sessions, and thematic analysis, we help leadership teams translate feedback into strategic priorities and measurable objectives. Every component of the process, from discovery to final design, is tailored to reflect ESUCC's unique mission, culture, and statewide service role.

Strengths-Based and Human-Centered

Our facilitation style reflects our belief that strategy succeeds through people. By leveraging Gallup's Strengths framework, we create psychologically safe, productive discussions that surface diverse perspectives and foster shared ownership. Participants consistently report that our sessions are energizing, inclusive, and transformative, not the typical "check-the-box" planning retreat.

Structured for Clarity and Execution

We use the Drivers Model of Strategic Planning to help participants define clear priorities, objectives, and success measures. The result is a plan that is not only visionary but also practical—one that guides decision-making, budgeting, and accountability for years to come.

About the Drivers Model of Strategic Planning

The Drivers Model of Strategic Planning is a research-based framework that helps organizations clarify their purpose, identify key strategic drivers of success, and translate those drivers into actionable goals and measurable results. JNW Consulting uses this model to ensure that every strategic plan connects long-term vision with the daily actions, resources, and accountability systems required to achieve it.

PROJECTED IMPACT & RETURN ON INVESTMENT

Organizational Impact

- **Unified Direction:** ESUCC's leadership, staff, and stakeholders will share a clear, common understanding of the organization's mission, vision, and strategic priorities—creating alignment across all programs and initiatives.
- **Informed Decision-Making:** The finalized plan provides an actionable framework for prioritizing resources, making data-informed decisions, and responding effectively to future opportunities and challenges.
- **Strengthened Collaboration:** Through facilitated focus groups and collaborative planning, stakeholders across ESUCC's network will build stronger relationships, shared accountability, and collective ownership of outcomes.
- **Operational Clarity:** Clearly defined objectives, measures of success, and responsible parties translate strategic intent into day-to-day action—ensuring progress is measurable and transparent.

Leadership ROI

- **Increased Engagement:** By involving representatives from multiple stakeholder groups throughout the process, the resulting plan will reflect authentic voices, leading to stronger buy-in and long-term commitment to execution.
- **Leadership Development:** The strategic planning workshop serves as a dual learning experience, enhancing Leadership's capacity for strategic thinking, change management, and cross-functional collaboration.
- **Improved Accountability Systems:** Defined roles, timelines, and metrics ensure greater accountability, reinforcing a culture of follow-through and continuous improvement.

Long-Term Value

- **Sustained Strategic Alignment:** The five-year plan provides a durable structure for annual goal-setting, budgeting, and performance evaluation, reducing duplication of effort and ensuring consistent focus.
- **Increased Transparency and Stakeholder Confidence:** Professionally designed, shareable plan materials (digital, print, and public versions) enhance ESUCC's credibility and strengthen communication with external partners, legislators, and member districts.
- **Implementation Momentum:** With a strong foundation for execution, ESUCC can immediately begin operationalizing goals following Board approval, reducing lag time and accelerating impact.
- **Institutional Legacy:** This process establishes a repeatable framework that ESUCC can use for future strategic updates, ensuring that today's investment continues to generate value for years to come.

Quantitative ROI

Organizations that have partnered with JNW Consulting for strategic planning have reported:

- Improvement in leadership alignment within the first year post-implementation.
- Faster execution of priority initiatives, attributed to clarified roles and decision-making structures.
- Significant increases in employee engagement and retention, driven by stronger communication and mission alignment.
- Greater stakeholder satisfaction and community confidence, as reflected in transparent reporting and public accountability.

WHY JNW CONSULTING?

Local Insight. National Expertise.

JNW Consulting is uniquely positioned to guide ESUCC's next strategic plan. Based in Nebraska and deeply familiar with the educational and governmental landscape across the region, we understand the realities, challenges, and opportunities faced by ESUs and their member districts. Unlike national firms that take a one-size-fits-all approach, we design every process around the organization's unique mission, people, and culture, ensuring relevance, ownership, and long-term sustainability.

A Proven, Research-Based Process

Our facilitators are certified in the Gallup CliftonStrengths, Kotter's Advanced Change Methodology, The Five Behaviors of a Cohesive Team, and more. This blend of frameworks ensures that our process is not only data-driven but also deeply human-centered, balancing analytical rigor with meaningful dialogue. We don't just help organizations set goals; we help them build the capacity to achieve them.

Depth of Experience Across Education and Government

JNW Consulting has led dozens of successful strategic planning initiatives for education service units (including ESU13), school districts, colleges, and government agencies across Nebraska and the Midwest, including Scottsbluff Public Schools, Gering Public Schools, Columbus Public Schools, Western Nebraska Community College, and the Nebraska Department of Transportation. Our clients consistently highlight our ability to facilitate open, productive discussions across diverse stakeholder groups and to translate those insights into clear, actionable strategies that drive results.

High-Quality Deliverables that Inspire Action

Where many firms end their engagement with a spreadsheet or summary report, JNW delivers a professionally designed, publication-quality strategic plan that leaders can confidently present to boards, staff, and the public.

Our deliverables are designed to communicate strategy as clearly as they define it, creating tools that foster alignment, transparency, and accountability for years to come.

Collaborative, Strengths-Based Facilitation

We approach every engagement with a deep belief in the potential of people. Our facilitation style reflects our expertise as Gallup-Certified Strengths Coaches, ensuring that conversations are positive, inclusive, and forward-focused. This approach consistently earns exceptional feedback for building trust, increasing engagement, and strengthening alignment among participants.

Sustained Partnership and Follow-Through

Our work doesn't end when the plan is approved. JNW provides ongoing support through implementation check-ins, communication tools, and follow-up facilitation options to ensure momentum continues long after the planning retreat. We measure our success by our clients' ability to execute confidently, not just by the completion of a report.

KEY PERSONNEL



Jamie Weingart

Principal Consultant, Founder

BA, Business Administration, Management

Jamie Weingart is a dynamic force in strategic planning and executive coaching, known for her ability to maximize engagement, empower leaders, transform teams, and deliver measurable results for her clients. As Principal Facilitator at JNW Consulting, Jamie brings over a decade of experience partnering with organizations across healthcare, education, government, nonprofits, and the private sector to unlock leadership potential and drive organizational success.

Jamie's approach is rooted in evidence-based methodologies and a deep commitment to client outcomes. She is a Gallup Certified Strengths Coach, Leadership Circle Certified Practitioner, and holds advanced certifications in Kotter Change Management, Everything DiSC, and The Five Behaviors of a Cohesive Team, among others. Her programs blend strategic visioning with practical tools, helping leaders and teams identify their unique strengths, align around shared goals, and create actionable roadmaps for growth.

Clients consistently highlight Jamie's ability to foster authentic engagement and break down organizational silos. Through facilitated retreats, one-on-one executive coaching, and team development sessions, she creates safe spaces for open dialogue, enabling individuals to recognize their strengths and step into leadership roles, often for the first time. Her work with organizations like Box Butte General Hospital, Scottsbluff Public Schools, and Becton Dickinson has resulted in stronger cultures of engagement, improved communication, and sustainable performance improvements.

Jamie's strategic planning and public relations processes are highly collaborative and tailored to each organization's context. She guides leadership teams through comprehensive discovery phases and stakeholder interviews, and she has facilitated workshops that surface key priorities, define objectives, and establish clear measures of success. Her clients leave with not just a plan, but a renewed sense of purpose and the tools to execute with confidence.

Above all, Jamie is recognized for her genuine, positive, and empowering presence. She is dedicated to helping others see their value, maximize their potential, and achieve lasting results. Whether coaching executives through complex challenges or facilitating high-impact team sessions, Jamie's passion for people and performance shines through, making her a trusted advisor and catalyst for transformation.

POSITIVITY | MAXIMIZER | INCLUDER | HARMONY | ARRANGER



Jen Eckhardt

Consultant

BA, Psychology, Education
M. Ed., Counseling & Guidance

Jen Eckhardt is a strategic advisor with over 15 years of experience partnering with business leaders to build organizations that thrive beyond day-to-day management. Specializing in B2B service sectors, Jen empowers executives and senior teams to reduce leadership bottlenecks, drive operational excellence, and foster sustainable growth.

Jen's proprietary methodologies have enabled hundreds of companies to streamline operations, scale effectively, and achieve transformational results, including revenue increases up to 270%, team engagement boosts of over 40%, and significant reductions in executive involvement. Her approach blends strategic vision with operational discipline, equipping leaders with practical frameworks for succession planning, team development, and legacy protection.

A data-driven strategist, Jen excels at diagnosing organizational constraints, designing scalable systems, and building high-performing, self-managed teams. Her expertise spans consulting firms, agencies, and professional service organizations with revenue ranging from \$5M to \$25M.

Business leaders value Jen's commitment to measurable outcomes and her ability to translate complex challenges into actionable strategies. She is dedicated to helping leaders protect their time, maximize their impact, and build organizations that endure, so they can focus on what matters most, both in business and life.

Jen feels a dedicated commitment to community leadership and service, holding a variety of influential roles across local organizations. She currently serves on the Board of Directors for a public power district in the state of Nebraska, and is actively involved with the Exit Planning Institute's Denver Chapter. She has contributed her time and expertise as a volunteer for Sidney Cheyenne County E3 and has held officer positions, including Secretary, Treasurer, and Vice President with organizations such as the C.A. Story Foundation, Leyton Foundation, and Leyton PAC. Additionally, she has made a significant impact in education as the President of the Santa Cruz Catholic School Advisory Board. Through these diverse roles, Jennifer demonstrates her dedication to strengthening her community and supporting local initiatives that foster growth and opportunity.

ACHIEVER | DELIBERATIVE | INDIVIDUALIZATION | DISCIPLINE | LEARNER



Melissa Mannozi

Program Director

Marketing & Communications

BA, Business Administration, Marketing

Melissa Mannozi is the Program Director at JNW Consulting, bringing over 20 years of leadership in marketing and communication to her role. With a BA in Business Administration, Marketing, Melissa has built her career around strategic messaging, content development, and insightful design, helping organizations and teams clarify their vision and maximize their potential. Her expertise spans a wide range of industries, including government, healthcare, nonprofits, and the private sector, where she has consistently delivered outcome-driven solutions tailored to each client's unique needs.

At JNW Consulting, Melissa is known for her ability to educate, inspire, and solve complex challenges through a blend of research-based methodologies and creative strategy. She plays a pivotal role in supporting the firm's instructors by designing course materials, developing participant workbooks, and providing behind-the-scenes support for training programs and workshops. Her approach is rooted in continuous learning and deep thinking, as reflected in her top CliftonStrengths themes.

Melissa's passion for empowering others is evident in her commitment to fostering growth, collaboration, and sustainable success for leaders and teams. Whether crafting compelling content or facilitating meaningful dialogue, Melissa's work is guided by a belief in the transformative power of strengths-based development and authentic communication.

LEARNER | INTELLECTION | RELATOR | DISCIPLINE | FOCUS

EXAMPLES OF PAST WORK

EXAMPLES OF RELEVANT PAST WORK

Scottsbluff Public Schools

JNW Consulting facilitated an in-depth strategic planning project for Scottsbluff Public Schools (Scottsbluff, Nebraska), including:

- Conducted focus groups and 1:1 interviews of internal and external stakeholders including community leaders, teachers and employees, board members, parents, students, and local government leaders
- Compilation of interviews into an all-encompassing executive report
- In-session visioning exercise and development of strategic priorities
- SWOT and SOAR Analysis
- In-session review of interview data
- Creation of Strategic Goals and Action Items, Including Establishment of KPIs, Responsible Parties, and Deadlines
- Consultant's Report with strategic planning document and consultant recommendations

Mid-Plains Community College

JNW Consulting provides Strategic Planning, Employee Engagement, and Team Building Facilitation Services for multiple leaders and departments at Mid-Plains Community College [Ongoing], including:

- Leadership Development Programs (6+-month programs for developing leaders and faculty)
- Employee Engagement Program, including employee survey, data analysis, and action plans
- Leadership Retreats with custom content
- Team Strengths-Awareness for Leaders
- Critical needs for individual leaders to effectively engage with teams and Leadership Teams
- Culture-Building Discovery Process with Strategic Goal-Setting
- Team Feedforward Exercise
- Introduction to Leadership Circle Program and Model
- Leader Discovery and Informational Inquiry
- Leadership Strengths-Based Team Building Retreat
 - In-Session Strategic Visioning
 - Establishing Strategic Priorities
 - Goal Setting and Action Planning
 - Consultant's Report with Consultant Recommendations
- 9-Month Leadership Development Program

ESU 13 Head Start

JNW Consulting facilitated a comprehensive strategic planning process for the ESU 13 Head Start Management Team to establish a five-year framework for program development, staff wellness, and community engagement. This 1.5-day retreat and follow-up report laid the foundation for future action and accountability through 2030. Key elements of the project included:

- Conducting a retreat-style strategy session with the Head Start leadership team to clarify mission, vision, and desired outcomes.
- Facilitating a visioning exercise and current-state analysis to identify core priorities, strengths, and opportunities.
- Guiding the development of four strategic pillars:
 - a. Family Education and Engagement
 - b. Positive Program Culture for All Stakeholders
 - c. Mental Health Support for Children, Families, and Staff
 - d. Community Presence and Partnerships
- Supporting the team in defining measurable objectives, timelines, and responsible parties for each priority area.
- Delivering a professionally designed, comprehensive strategic plan report that serves as both a leadership tool and a public communication resource.

The resulting plan provides a clear roadmap for strengthening family engagement, expanding mental health supports, and enhancing ESU 13's visibility across its service area.

ESU13 / ESU16 Middle School & High School Strengths Programs

JNW Consulting partnered with Educational Service Units to deliver a series of CliftonStrengths for Students workshops designed to help middle school students across the Panhandle identify and apply their natural talents for academic and personal success. Key elements of the project included:

- Facilitating multiple full-day Strengths-Based Student Leadership workshops aligned with the mission to develop confident, self-aware young leaders.
- Guiding students through Gallup's CliftonStrengths for Students framework to help them name, claim, and aim their talents.
- Leading engaging, age-appropriate activities focused on self-advocacy, goal-setting, and communication skills.
- Providing each participant with personalized CliftonStrengths resources, including digital access to Gallup's online platform.
- Partnering closely with staff to ensure program delivery was cost-efficient, accessible, and scalable for participating middle schools.

This initiative helped equip students with language to articulate their strengths, build confidence, and take ownership of their future educational and career pathways.

ESU 13 Strategic Planning

JNW Consulting facilitated a two-day, agency-wide strategic planning retreat for ESU13 leadership, board members, and staff to create a unified five-year strategic direction for the organization. This highly collaborative process established long-term priorities, clarified organizational aspirations, and aligned stakeholders around a shared vision for service excellence. Key elements of the project included:

- Guiding a full strategic planning retreat designed to surface insights about ESU13's current state, organizational strengths, and future opportunities.
- Facilitating a comprehensive SOAR analysis to identify areas of highest potential impact and to define the conditions necessary for sustainable growth.
- Leading collaborative visioning work that clarified ESU13's mission, beliefs, and aspirations for the next five years.
- Supporting the development of five strategic priorities focused on:
 - a. Systems and service alignment
 - b. Organizational effectiveness and data use
 - c. Marketing and communication
 - d. Community partnerships
 - e. Staff wellbeing and development
- Creating detailed action pathways, including measures of success, responsible parties, and cross-departmental collaboration requirements.
- Producing a fully designed, professionally formatted strategic plan that serves as a roadmap for leaders, districts, and community partners from 2022 through 2026.

The resulting plan provided ESU13 with a clear framework for strengthening organizational alignment, expanding community impact, improving staff support systems, and increasing its visibility and value across the region.

Gering Public Schools

JNW Consulting provides Strategic Planning Services for Gering Public Schools [Ongoing], including:

- Conduct focus groups and discovery of internal and external stakeholders, including community leaders, administration, teachers, employees, parents, and students
- Compile and Analyze Focus Group Data
- Leadership Team Building Retreat
 - In-Session Strategic Visioning Exercise
 - Development of Organizational Values and Values Statements
 - Strengths-Based Team Awareness and Feedforward Exercise
 - Consultant's Report with Consultant Recommendations
 - Mission, Vision, and Values Session
- Strengths-Based Strategic Planning and Goal-Setting
 - Identify Themes in the Data to Create Strategic Areas of Focus
 - Define Objectives
- Action Planning Facilitation

[A copy of Gering's condensed final report can be viewed on the Gering Public Schools website here.](#)

Columbus Public Schools

JNW Consulting provides Strategic Planning Services for Columbus Public Schools [Ongoing], including:

- Leadership Team Building and Strategic Planning Retreat
- Strategic Visioning
- Working Genius Leadership Training
- Conduct focus groups and interviews of internal and external stakeholders, including community leaders, administration, teachers, employees, parents, and students
- Compile and Analyze Focus Group Data
- Identify Themes in the Data to Create Strategic Areas of Focus
- Define Objectives
- Action Planning - Identification of Deadlines, Accountable Parties, and Action Items

Western Nebraska Community College

JNW Consulting provides Strategic Planning Services for Western Nebraska Community College [Ongoing], including:

- Custom Workshop for Building a Culture of Service Excellence
- Visioning and Building a Culture
- Defining Standards of Service Excellence
- Establishing and Developing Framework Priorities
- Service Excellence Action Planning
- Developing Service Excellence Framing Session Report
- Producing Internal Service Excellence Guide

CLIENT REFERENCES

CLIENT REFERENCES

Scottsbluff Public Schools

Over the course of 4-5 months, Jamie Weingart facilitated a comprehensive strategic planning process for our district that resulted in the identification of five strategic priorities and subsequent measures of success, defining objectives, action items, and responsible parties. Jamie led and engaged in a very thorough discovery phase that allowed for all key members of our school community to have a voice in the process in a multitude of different ways. For example, individual conversations were held with board members; student, staff, parent, and community member focus groups were conducted; and a survey for parents was provided. At the conclusion of the discovery phase, Jamie facilitated an outstanding retreat at which time we reviewed the feedback and refined it into our strategic plan.

The authentic nature of the process that Jamie led and facilitated resulted in a truly organic strategic plan that will serve as our road map for the next five years and guide our school district's path forward. I would HIGHLY recommend JNW Consulting to any school district considering an external facilitator in developing their next strategic plan!

Andrew D. Dick, Ed.D.
Superintendent
Scottsbluff Public Schools
1722 First Avenue, Scottsbluff, NE 69361
308-635-6200
<https://www.sbps.net/>

Carnegie Arts Center

It was wonderful getting to work with Jamie. I am very new to my position and did not have any prior business management training before becoming the director of a non-profit. I enjoyed Jamie's approach throughout the process. She was down to earth and took the time to learn about the ins and outs of our organization. She tailored my experience to the unique needs and challenges of my position and provided helpful tools and manageable strategies that have made an instrumental difference.

Kyren Gibson, Executive Director
Carnegie Arts Center
204 W 4th St, Alliance NE 69301
308-762-4571
kyrenconley@gmail.com
<https://www.carnegieartscenter.com/>

Box Butte General Hospital

Box Butte General Hospital has partnered with Jamie for several years, in different consulting roles. More recently, I have been utilizing her expertise in the Gallup Q12 Employee Engagement Program for the hospital. In an effort to impact the culture and engagement level at BBGH, Jamie brought her background and skills to our leadership team and departments through the first year of implementing Gallup's program. The staff fully welcomed Jamie and truly enjoyed her contagious spirit and enthusiasm each time she was here. As we continue to work with her, Jamie provides in-depth and significant training no matter the subject matter. Her level of engagement in our organization enhances the opportunity for staff to learn and grow under her leadership and be able to see the best in themselves as leaders and employees within the hospital. Jamie has been a tremendous support in my role as the CEO and facilitating the program at all levels. We have developed a strong partnership and special friendship because of her involvement. I strongly recommend Jamie's service to any business looking to advance their culture of leadership and engagement.

Lori Mazanec, CEO
Box Butte General Hospital
2101 Box Butte Ave, Alliance, Nebraska 69301
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lmazanec@bbgh.org
<https://www.bbgh.org/>

Cheyenne County Chamber of Commerce

Jamie is, by far, the most beneficial piece to our county leadership course. Jamie brings life to each presentation and has a knack for immersing her care for others and her extensive knowledge into each class which is a combination that has extreme value for our program. By the end of each 9-month round, every participant always wants more time with Jamie. She is someone who has the ability to maximize the potential in others and bring out the best in them. I have never been a part of any kind of professional development that made me feel as valued as my time with Jamie did. I am extremely grateful to have had the opportunity to be a part of the course myself and now know first-hand that we are offering our attendees the absolute best with Jamie's training. Beyond being extremely professional and providing the best resources to cultivate strong leaders, Jamie is so genuine and positive. She is a force that touches the lives of other people and helps them see their importance and worth. The quality coaching that Jamie provides is truly unmatched and we are so grateful to have her as part of our program.

Hope Feeney, Executive Director
Cheyenne County Chamber of Commerce
740 Illinois St. Sidney, NE 69162
308-254-5851
director@cheyennecountychamber.org
<https://cheyennecountychamber.com/>

Morrill County Community Hospital

Morrill County Community Hospital recently underwent our strategic planning process facilitated by Mrs. Weingart. I personally found her focused in keeping us on track as she had to meet with several groups including department heads, physicians, senior management and our Board of Directors independent before bringing key members back together for the planning of the final document. Jamie facilitated questions from each group in order to encourage members to think beyond their roles in our facility and to help members achieve goals in setting our 1 year, 3 year and 5 year plans for our final document. She made our strategic plan a realistic working document for all responsible. Our final document is what we wanted it to be and what we thought was achievable. Her work was completed in a timely manner and very professional. She is very professional, personable and customer satisfaction is high in her priorities.

Morrill County Community Hospital has previously worked with Jaime during her Strength Coaching sessions, which was mandatory for all staff. She led staff through finding their strengths, realizing weaknesses and how to capitalize other staffs abilities. In watching this process become successful in our work environment, I knew Jamie would have the ability to lead us through our strategic planning process. On behalf of myself, and our Board of Directors, I would recommend Jamie Weingart, without hesitation, to facilitate your strategic planning process.

Robin Stuart, CEO
Morrill County Community Hospital
1313 S Street, Bridgeport, NE 69336
stuartr@morrillcountyhospital.org
(308) 262-1616

ADDITIONAL FEEDBACK FROM SIMILAR JNW CONSULTING PROGRAMS

STRENGTHSFINDER AND DISC TRAINING EVENTS

We were extremely pleased with the program we designed with Jamie Weingart. She put together all of our information, joined it with the Strengths program, and what evolved was a fun, informative experience that was really personal to all the employees. Immediately after the first session, I began to receive positive feedback; employees were moved and charged with passion about this. They identified strengths and even if they had not thought of them as strengths before, they realized the potential that existed within each one, specific to them and those they work with. It was wonderful to bring people from all departments to talk openly. It felt as if some of the silo mentality was broken down by realizing and seeing everyone else's strengths. Almost three months later, it is still mentioned in meetings and discussions. I highly recommend Jamie as a trainer, presenter, and truly genuine person.

***S. Gonzalez, Quality Division Associate,
Box Butte General Hospital (Strengths Program Manager)***

I learned to take charge of and lead any staffing situation using my personal strengths. I also learned to believe in myself and in my own management/leadership skills. Thank you so much, and please thank Jamie for me, as I believe she was the best part of the whole class!

***Melissa Williford, Director of Dietary
Sidney Regional Medical Center***

Before I took the DISC training, I never considered myself a leader in any capacity, as I am not in a management position, and never gave much thought to the way in which I communicate with my fellow coworkers. This training opened my eyes to the ways in which I am an informal leader at my organization and how I can become more effective in my daily activities. Jaime helped me to realize the pitfalls and strengths of my communicative style and how I could improve my style to become more receptive and effective in my personal and work life. Using these newfound skills, I was able to correct issues I was having on the job by being able to better communicate with my coworkers and was able to avoid unneeded conflict. I would highly recommend this training to anyone, regardless of their position in their organization, as it is full of useful insights and will make you a much more effective leader and/or employee. This training will help you better understand yourself and those around you which can be priceless when trying to navigate the difficult waters of the environments in which we find ourselves. This increased awareness will no doubt prove as useful to you as it has for me.

***John Mildenberger, Pharmacist
Sidney Regional Medical Center***

DISC has been a great way to discover more about myself and my colleagues. Understanding our differences in personality types, behaviors, preferences, and learning how to communicate effectively, has improved my relationships and team dynamics.

***Yolanda Hruska
Wheat Belt Power District, Sidney NE***

RECENT EVENT SURVEY FEEDBACK

Morrill County Community Hospital - Employee Engagement Series

The following statements are Employee Comments about the most valuable aspects of JNW Consulting's GallupStrengths training program.

- Affirming who I am at my core.
- Showed me talents I didn't see.
- Determining my top strengths and how to apply it in my life and my job.
- Learning about myself and how to figure things out in my life and work.
- The trainer is a very kind and compassionate person; very positive.
- The testing was spot-on.
- Understanding that our strengths can be considered a weakness when used with co-workers in certain situations.
- Understanding that every member of the team has an important role to play and if one member falters, the whole system slows down.
- Learning different strengths and personalities before passing judgement so that we may all get along and enjoy our employment.
- Speaker was able to engage participants in activities; Jamie did a very good job.
- Knowing one's strengths and accepting one's limitations.
- It was uplifting; made me feel empowered.
- I am okay focusing on my strengths and letting go of my not-so-strong points.
- The encouragement given to focus on my strengths.
- Jamie is an amazing speaker! Very kind, caring, open, honest, happy and positive.

DESCRIPTION OF SERVICES

Comprehensive Strategic Planning Program

JNW Consulting offers a full program for creating a five-year strategic plan. Below you will find a high-level proposed timeline for your comprehensive plan. The following pages cover each phase of the program in depth, each including a description of our facilitation approach and engagement methods, consultant deliverables, and a proposed agenda where applicable.

ESTIMATED TIMELINE AND MILESTONES

Phase 1:	Half-day workshop for Mission, Vision, and Values review & modification	May 2026
Phase 2:	Discovery (focus groups), followed by data compilation and reporting	May 2026
Phase 3:	Two-day Strategic Planning Workshop	June 2026
Phase 4:	Half-day Strategy Review and Modification of the Strategic Plan, followed by our team making final edits in preparation for Board review	July 2026
Phase 5:	Professionally-printed 5-Year Strategic Reports delivered	October 2026

Mission, Vision, and Values Review

Introduction

This half-day, facilitated workshop for up to 30 participants begins with an overview of the strategic planning process and the importance of grounding future goals in a shared sense of purpose. Together, we will review ESUCC's existing Mission, Vision, and Values, discuss what remains true today, and explore where refinements may be needed to reflect the organization's future direction. The session concludes with a visioning exercise to help participants articulate where ESUCC is headed and what success will look like five years from now.

Why We Begin Here

At JNW Consulting, we believe every effective strategic plan begins with clarity of purpose. By starting with the end in mind, organizations can ensure alignment between their daily operations and their long-term aspirations.

- Vision gives purpose and direction for the journey ahead.
- It defines what success looks like, creating a shared picture of the future.
- It helps align decisions and resources with long-term outcomes.

This session ensures that all subsequent planning discussions—priorities, goals, and strategies—are firmly anchored in ESUCC's collective purpose and values.

Our Facilitation Approach and Engagement Methods

JNW Consulting uses a highly collaborative, strengths-based facilitation approach designed to foster engagement, clarity, and alignment. Guided by an experienced, certified Gallup facilitator, this session combines structured discussion with creative exercises to draw out authentic insights from all participants.

Participants will engage in:

- **Facilitated Dialogue:** Guided review of ESUCC's existing Mission, Vision, and Values to identify what remains true, what needs refinement, and what new opportunities have emerged.
- **Visioning Activity:** A structured exercise to imagine ESUCC's ideal future state, helping define the outcomes and impact the organization seeks to achieve.
- **Consensus Mapping:** Group synthesis of themes and ideas to capture areas of agreement and clarify where additional alignment may be needed.

Our facilitation style ensures all voices are heard, the discussion remains productive and focused, and the output reflects a unified direction for the organization.

Consultant Deliverables

Prior to the session, JNW will:

- Facilitate a pre-retreat virtual meeting with the CEO and/or Leadership Team
- Travel to your meeting location near Omaha, Nebraska
- Develop, prepare, and print all participant materials
- Prepare and present relevant industry trends research
- Create a PPT slide deck and execute a customized facilitated program

Following the session, JNW Consulting will:

- Provide a post-retreat debrief with the CEO
- Summarize all workshop insights, themes, and feedback.
- Provide a Mission, Vision, and Values Review Report, including draft language updates and key discussion points.
- Prepare a professional Phase One Executive Report and Visioning Summary Document to serve as a foundation for Phases 2 and 3.
- Coordinate next steps for the Discovery Phase, ensuring continuity between all stages of the strategic planning process.

Proposed Workshop Agenda

8:00-8:15	Greetings and Expectations
8:15-8:35	Intro to Strategic Planning with Presentation of Industry Trends
8:35-8:55	Mission Statement Review and Alignment, with Collaborative Decision-Making Regarding Mission Statement Modification Process
8:55-9:30	Strategic Visioning Exercise: "Where Are We Headed?"
9:30-9:45	Break
9:45-11:30	Revision of Mission, Vision, and Values, As Necessary
11:30-12:00	Day in Review, Next Steps, Dismiss

Discovery: Focus Groups

The Discovery Phase is a critical step in ensuring the strategic planning process reflects the authentic perspectives and experiences of ESUCC's stakeholders. JNW Consulting will gather valuable input that captures both the current state of the organization and aspirations for the future from five focus groups:

- ESUCC Board
- ESUCC Staff
- SRS, PowerSchool, and SMART Advisory Group
- Rule 84 Representatives
- ESUPDO Membership

This phase gives every participant a voice in shaping ESUCC's direction, ensuring that the resulting strategic plan is grounded in real-world insights and aligned with the organization's shared purpose.

Facilitation Approach and Engagement Methods

JNW Consulting's discovery process is rooted in inclusive engagement and data-driven analysis. Each focus group is facilitated by an experienced consultant who creates a conversational, open environment where participants can speak freely and candidly. Our facilitators use structured discussion prompts to guide participants through topics such as ESUCC's current strengths, key challenges, future opportunities, and desired outcomes.

Our process includes:

- Collaborative Scheduling: JNW Consulting will coordinate with ESUCC leadership to identify dates and times that accommodate each stakeholder group.
- Participant Coordination: Once participant lists are confirmed, our team will email personalized invitations with Zoom meeting details, session purpose, and expectations.
- Facilitated Virtual Sessions: Each focus group is conducted live via Zoom, typically lasting 60–90 minutes. Data is tracked in real time, while full recordings ensure accuracy and completeness.
- Thematic Analysis: Following all sessions, our consultants will synthesize the qualitative data to identify key themes, patterns, and insights.

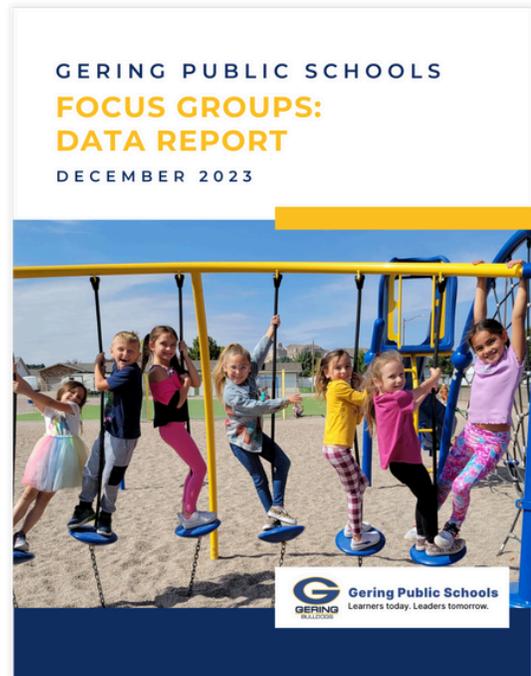
This participatory approach ensures every voice is heard, while also providing an objective, data-informed foundation for the upcoming strategic planning workshop.

Consultant Deliverables

Upon completion of the discovery phase, JNW Consulting will provide:

- A Comprehensive Discovery Summary Report capturing major themes and representative stakeholder comments.
- A Data Synthesis Framework organized into key categories: Current and Future Work, Strengths, Barriers, and Opportunities for Alignment.
- A Presentation Summary highlighting findings that will inform the two-day Strategic Planning Workshop (Phase 3).

The insights gathered during this phase will form the foundation of the strategic planning workshop, ensuring that ESUCC's five-year plan reflects the perspectives, priorities, and aspirations of those who know the organization best.



Example Focus Group Data Report produced for Gering Public Schools.

Strategic Planning Workshop

This two-day, consultant-led workshop for up to 30 participants brings ESUCC’s leadership team together to transform insights gathered during the Discovery Phase into a cohesive, actionable five-year strategic plan. Guided by JNW Consulting’s certified facilitators, participants will work collaboratively to identify key priorities, define measurable objectives, and establish clear accountability for outcomes.

Strategic planning is more than an exercise in setting goals—it is the process of aligning people, purpose, and performance around a shared vision for the future. Through structured facilitation, participants will engage in meaningful dialogue that promotes clarity, strengthens organizational alignment, and builds commitment to the path ahead.



Sample workbook pages

Facilitation Approach and Engagement Methods

JNW Consulting uses a highly interactive, data-informed approach to strategic planning, designed to balance creativity with structure and ensure every participant has a voice in shaping ESUCC’s direction.

Our process integrates elements of the Drivers Model of Strategic Planning, SOAR Analysis (Strengths, Opportunities, Aspirations, and Results), and best practices from Kotter’s Change Framework to promote lasting execution and organizational buy-in. Participants will engage in:

- Visioning and Future State Dialogue: Reconnecting to ESUCC’s mission and vision to frame the direction of the organization and define long-term success.
- Current State Analysis: Reviewing discovery data to identify key trends, patterns, and challenges impacting future success.
- Strategic Theme Development: Identifying 3–5 strategic areas of focus that capture ESUCC’s highest priorities.
- Goal and Objective Setting: Developing defining objectives for each strategic priority with clear measures of success.
- Action Planning and Accountability: Determining responsible parties, timelines, and next steps to ensure successful implementation.
- Strategy Execution and Communication: Exploring best practices for plan rollout, stakeholder engagement, and sustaining momentum over time.

The tone of the workshop is both reflective and forward-thinking—encouraging honest assessment of current realities while inspiring participants to envision and commit to ESUCC’s desired future state.

Consultant Deliverables

JNW Consulting will:

- Travel to your meeting location near Omaha, Nebraska
- Develop, prepare, and print all participant materials
- Create a PPT slide deck and execute a customized facilitated program
- Facilitate a two-day onsite Strategic Planning Workshop for up to 30 participants.

Following the session, JNW Consulting will:

- Compile all data and notes from Phases 1–3 into a Comprehensive Draft Strategic Plan, including:
 - Strategic priorities and defining objectives
 - Action items, accountable parties, and timelines
 - Consultant’s executive summary and recommendations
- Write Consultant’s Report with Recommendations and provide a post-retreat debrief with CEO
- Provide a draft version of the strategic plan for internal review prior to Phase 4.

Proposed Agenda

Day One

- 8:30 AM Introductions
- 8:45 AM Vision for the Future with Mission, Vision, and Values, in Review
- 9:15 AM Introduction to Strategic Planning Model and Process
- 9:30 AM Focus Group Data Review
- 10:45 AM Identify Themes in the Focus Group Data (group activity)
- 11:45 AM Create Strategic Priorities
- 12:15 PM Lunch Break
- 1:00 PM Create Defining Objectives (Goals) - Strategic Priorities 1-2
- 3:00 PM Create Defining Objectives (Goals) - Strategic Priorities 3-5
- 4:45 PM Plan Review, Summary, Dismiss

Day Two

- 8:30 AM Day One Reflection
- 9:00 Am Review Strategic Priorities and Defining Objectives; Revisions and Modifications
- 10:45 AM High Level Action Planning: Identify Responsible Parties & Committees for Timelines
- 12:15 PM Lunch Break
- 1:30 PM Strategy Execution: Best Practices
- 2:00 PM Strategy Roll-out and Communication Plan
- 2:45 PM Plan Review, Summary, Dismiss

Strategy Review & Modification

Upon completion of the Strategic Plan, JNW Consulting will facilitate a half-day review session with ESUCC's leadership team to refine and finalize the plan prior to Board submission. This focused, 4-hour in-person session provides the opportunity to review every component of the plan, ensuring language, objectives, and action items accurately reflect the organization's intent and long-term direction.

This stage represents the bridge between planning and implementation. By finalizing the strategic plan collaboratively, ESUCC's leadership will gain confidence in the accuracy, relevance, and alignment of the final document before it advances for Board approval.

Facilitation Approach and Engagement Methods

JNW Consulting's approach emphasizes clarity, precision, and shared ownership. Using a guided facilitation process, the consultant will lead participants through each section of the draft plan, inviting thoughtful discussion and refinement of priorities, goals, and metrics. The tone of this session is structured yet collaborative, allowing the team to make meaningful adjustments while preserving the integrity of the strategic vision.

Participants will engage in:

- **Plan Review:** Walk-through of the complete draft strategic plan, including mission, vision, values, priorities, and objectives.
- **Language and Detail Refinement:** Targeted review of all strategic priorities, defining objectives, and action items to ensure clarity, measurable outcomes, and consistency across the plan.
- **Progress and Alignment Discussion:** Evaluation of progress made to date and assessment of internal readiness for implementation.
- **Communication and Rollout Planning:** Discussion of next steps for sharing the plan with internal and external stakeholders, ensuring transparent communication and sustained engagement.

This collaborative review process ensures the final plan reflects both strategic intent and operational practicality—positioning ESUCC for a smooth transition from planning to execution.

Consultant Deliverables

JNW Consulting will:

- Facilitate a 4-hour Strategy Review Session with ESUCC's leadership team.
- Capture all agreed-upon edits and updates to the draft strategic plan.
- Prepare and deliver a Final Strategic Plan document, incorporating all modifications for Board review and approval.
- Provide recommendations for Board presentation and communication rollout to support successful adoption.

Proposed Agenda

8:00 AM	Review Strategic Plan
8:30 AM	Detail work: Modify necessary verbiage of Strategic Priorities, Defining Objectives, and Action Items
11:00 AM	Review of Progress Made and Communication Plan Discussion
12:00 PM	Close Process and Dismiss

Delivery of Final Strategic Plan

The culmination of the strategic planning process is the production of ESUCC’s professionally designed and published Five-Year Strategic Plan—a lasting record of the organization’s vision, direction, and collective commitment to the future. This final phase ensures that ESUCC’s strategic plan is both visually compelling and functionally useful for leaders, staff, and stakeholders.

JNW Consulting takes great care to transform the outcomes of each planning phase into a cohesive, polished report that reflects the professionalism and purpose of ESUCC. The finished document serves as both a practical roadmap for implementation and a communication piece that reinforces transparency, accountability, and strategic alignment across the organization.

Facilitation Approach and Engagement Methods

Our design and publication process emphasizes precision, readability, and accessibility. Following Board approval of the final plan, JNW Consulting’s design team will refine and format the document to create a clear, aesthetically consistent layout aligned with ESUCC’s brand and tone. Each section will be crafted to highlight the organization’s mission, vision, values, strategic priorities, defining objectives, and measures of success.

To ensure usability across diverse audiences, we prepare multiple formats tailored to different communication needs:

- Full Strategic Plan Report – A comprehensive, detailed document for leadership, staff, and Board reference.
- Digital PDF Version – A shareable, high-resolution file for electronic use and internal distribution.
- Interactive Flipbook – An engaging online version suitable for public viewing and digital sharing.
- Condensed Public Summary (Optional) – A simplified, share-ready version for stakeholders and community members who wish to understand ESUCC’s key priorities at a glance.



Image A: Example of condensed 1-page summary completed for ESU13

This multi-format approach ensures the plan is accessible, relevant, and impactful for every audience that supports ESUCC’s mission.

Consultant Deliverables

Upon Board approval, JNW Consulting will:

- **Prepare a professionally designed and formatted Five-Year Strategic Plan.**
 - Provide up to 40 professionally printed color copies of the branded report, delivered to ESUCC within approximately 3–4 weeks of Board approval.
 - Deliver digital versions of the plan, including:
 - A PDF version for internal use
 - An interactive online flipbook for easy sharing
 - An optional condensed summary edition for external communication
 - Provide print-ready and digital files for ESUCC’s archival or future reprinting needs.



Sample final strategic plan

- **Develop a professionally designed and formatted one-page strategic priorities overview** (example of ESU13's plan shown in image A on the previous page).
 - Provide up to 100 professionally printed color copies of the one-page branded handout, delivered to ESUCC within approximately 3-4 weeks of Board approval.
 - Deliver print-ready, digital version for ESUCC’s archival or future printing needs

This final deliverable represents the culmination of months of collaboration, thoughtful analysis, and shared visioning. It is more than a report—it is a working guide that will support ESUCC’s leadership, staff, and partners as they move confidently toward achieving the organization’s goals over the next five years.

ITEMIZED COST ESTIMATE

November 14, 2025



Dr. Larianne Polk, CEO
ESUCC
6949 S 100th Street
LaVista, NE 68128

PROPOSAL

STRATEGIC PLANNING FACILITATION

Prices listed below include program development and facilitation for all phases noted in the proposal, data analysis and reporting, layout and design of final report, professional printing, and all materials.

Program Development & Facilitation	\$ 18,788.00
Materials Development & Project Management	\$ 7,808.00
Materials & Printing	\$ 1,964.66
Travel costs	\$ 5,125.00
INVESTMENT TOTAL:	\$ 33,685.66

PROPOSED PAYMENT SCHEDULE

MARCH 2026	\$ 16,842.83
JULY 2026	\$ 16,842.83

The terms and pricing of this proposal are fixed for 60 days following the date of proposal submission. JNW Consulting reserves the right to revisit the terms and pricing of this offer should more than 60 days pass before both parties sign a final contract.



Jamie N. Weingart
JNW Consulting, LLC.
Let's explore what you do well so that you can do more of it.

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>
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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL
AND
NEBRASKA DEPARTMENT OF EDUCATION**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Educational Service Unit Coordinating Council (the “ESUCC”) and the Nebraska Department of Education (the “NDE”), collectively referred to as “the Parties.”

1. Purpose. This MOU establishes a collaborative framework between the NDE and the ESUCC for the continued support, development, and sustainability of the Nebraska Canvas Consortium. The Parties acknowledge that revenues collected from Nebraska school districts for Canvas seat costs are currently held by ESUCC. These funds are earmarked to sustain and expand the Canvas Consortium and related services for Nebraska schools, and the Parties desire to work together to support the Canvas Consortium, beginning January 1, 2026 through December 31, 2028, unless extended by both Parties or terminated earlier by either Party.

2. ESUCC’s Roles and Responsibilities. The Parties agree that, pursuant to this MOU, the ESUCC shall serve as the fiscal agent and project manager for the Nebraska Canvas Consortium. In this role, ESUCC will:

- a. Invoice and collect funds for Canvas Consortium from member schools and from the NDE as well as disburse funds for approved Canvas Consortium expenses. Work in collaboration with the NDE to establish a budget, expectations of Consortium staff, and process for prioritizing the projects, and training.
- b. Collaborate in administrative leadership, including contracting, billing, communication, and financial oversight.
- c. Employ and/or contract with up to 2.0 FTE staff (as determined by the ESUCC in collaboration with the NDE) to support Nebraska schools through:
 - i. Coaches, trainers, and technical support specialists.
 - ii. Content creators and curators for the Nebraska Learning Network and Canvas Commons.
 - iii. Development and communicate high-quality instructional resources.

The ESUCC Board will follow established hiring policies and practices for these staffing positions.
- d. Evaluate the Canvas Consortium staff according to ESUCC established policies and practices.
- e. Maintain updated job descriptions and job qualifications for Canvas Consortium staff.
- f. Collaborate in negotiating and managing cooperative purchasing opportunities, including discounted Canvas seat pricing for consortium members.

- g. Work collaboratively with the NDE to develop and implement sustainable solutions to ensure long-term support for Canvas across Nebraska schools.
- h. Monthly, provide financial updates including: consortium balance, intake forms received, invoices sent, payments received, past due notices.

3. NDE's Roles and Responsibilities. The Parties agree that, pursuant to this MOU, the NDE shall:

- a. Provide input and leadership to ensure alignment with Nebraska's broader Canvas Consortium project goals (see attached Appendices A, B).
- b. Participate in joint routine planning meetings with ESUCC and Consortium stakeholders.
- c. Lead steering communication and outreach efforts to districts and schools regarding the value and use of Canvas.
- d. Continue to secure and fund its own Canvas instance(s) and the Nebraska Learning Catalog site, as needed.
- e. Collaborate with the ESUCC in the assignment and development of all Canvas Consortium staff including updating job descriptions, job qualifications, interviewing, recommending candidates and recipients of any open positions.

4. Governance. The ESUCC shall act as the fiscal agent and entity responsible for fiscal management, supporting strategic direction, personnel leadership, and day-to-day operations of the Nebraska Canvas Consortium. The NDE shall be recognized as project lead but shall not serve as the fiscal agent.

5. Funding. Funds currently held by ESUCC from Canvas seat cost collections shall be used exclusively for Canvas Consortium activities, as outlined in Paragraphs 2 and 3 of this MOU. The Canvas Consortium and its activities are aligned with Nebraska's PK 12 Digital Learning and Ed Tech Plan (see link in Appendix C) and has the approval of the NDE. The ESUCC shall maintain accounting and annual financial reporting to NDE and Consortium members as may be reasonably requested from time to time.

6. Term and Termination. This MOU shall remain in effect from January 1, 2026, through December 31, 2028, unless amended or terminated earlier by either Party. Either Party may terminate this MOU upon 90 days' written notice to the other Party. Any funds remaining with the ESUCC under the Canvas Consortium after the effective date of termination will be forfeited to the NDE at that time.

7. General Provisions. This MOU is not a contract for services but an agreement of collaboration and shared commitment. Nothing herein shall be construed to create a partnership, joint venture, or employment relationship between the parties. Amendments to this MOU must be made in writing and signed by authorized representatives of both parties.

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

ESUCC

By: _____

Name: _____

Title: _____

Date: _____

NDE

By: Allyson DenBeste
Allyson DenBeste (Dec 16, 2025 15:41:46 CST)

Name: Allyson DenBeste

Title: Academic Officer

Date: Dec 16, 2025

Appendix A - Long Term Goals

Long-term goals of the Canvas Project

- Increase district and school membership to include 90% or more of public and non-public middle and high schools.
 - 9/1/2025 estimate 50%
- Increase student and teacher usage of Canvas LMS for course learning to 90% of middle and high school students.
 - 9/1/2025
- Provide continuous training and training resources to educators that assist in their use of the Canvas LMS for daily instruction, communication, providing feedback, and as a classroom repository.
- Develop a system to assist districts in creating, designing, and identifying high-quality K12 Digital Content
- Provide the Canvas LMS at a negotiated statewide cost that is in line or lower than other similar SaaS products like Google Classroom, Schoology, and Google Suite.
- Statewide Communication of resources, training, and opportunities to join.
- Develop, provide, or assist in sharing professional learning for all educators using the Nebraska Learning Network site.
- Develop a system to assist districts in creating, designing, and identifying high-quality professional learning opportunities specific to the NLN.
 - Formalize expectations, templates, checklists
- Provide resources that enable districts and educators to understand and develop high-quality digitally designed resources (ALL 7 areas) in order to close Nebraska's Digital Design Gap specific to LMS.

Appendix B - Deliverables 9/1/2025-8/31/2025

Deliverables September 2025-August 2026 (known projects as of 9/25/2025)

- GYO courses 1 - 4
- 3 redesigned Project Para courses
- Family Engagement Course (NCLN)
- FERPA Course (partial fix possible)
- AI course from other states (CCSSO) coming in October
- 2 Accessibility Courses (MS and Google)
- 12 Days of Canvas
- Sowing the SEEDs (NCLN)
- ~~School Safety Toolkits SRM/SRP course~~
- Engage (fixes and refresh)
- Danielson Course (refresh)
- FERPA, COPPA, and HIPAA (refresh)
- Copyright (refresh)
- BITS 103

Appendix C - Nebraska's PK 12 Digital Learning and Ed Tech Plan

<https://www.education.ne.gov/future-ready-nebraska/>

Feedback on ESU Standards

Summary of Data from December 2025 Survey

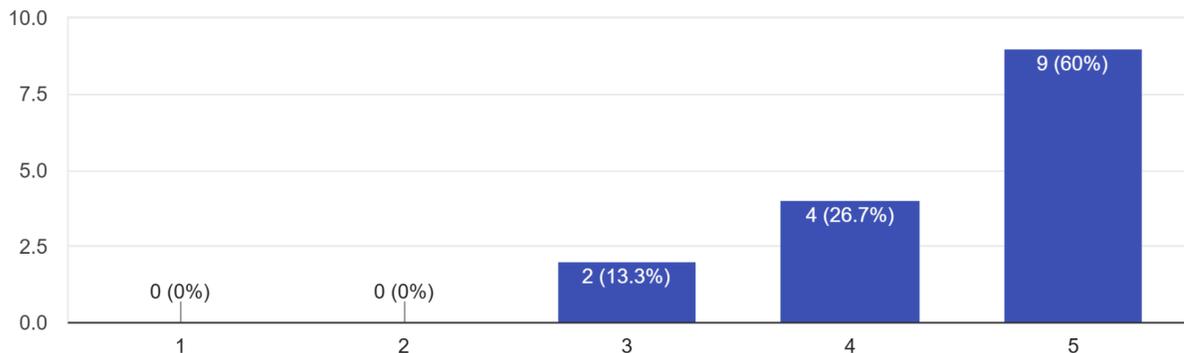
1. Survey Participation

The engagement was fantastic. We received **15 total responses**, representing **12 of the 17 ESUs** across the state. We heard from a wide variety of roles (some selected multiple roles):

- **6** Professional/Staff Development Leads
- **7** Administrators/Directors
- **1** Special Education Director
- **1** Student Program Principal
- **1** CIP Co-Chair

2. To what extent do the current standards reflect the work of your ESU team?

Scale: 1- Not at all; 5-Fully



3. The "Wins": What's Working?

The overall sentiment is that the foundation is strong. People specifically appreciated:

- The standards are described as comprehensive and applicable to the various contexts of ESUs across the state, fitting programmatic, administrative, and advocacy work.
- The standards are appreciated for being flexible and allowing external review teams to determine if an ESU has gone "above and beyond" or needs adjustments, rather than serving as a rigid checklist.
- There is high support for the standards that encourage inter-ESU partnerships rather than working in silos.

4. Potential Gap and Area Needing New Guidance

- **Level III Programming (Domain 2):** There is a need for a "guiding light" or new standard on how to make Level III programming for students.

5. Potential Redundancy or clarification needed:

- **1D, 1E, 2D, & 4D:** All relate to providing opportunities for professional growth.
- **1G & 3D:** Both refer to ESUCC's purpose & partnering with ESUCC/NDE.
- **Strategic Plan Requirement:** Clarification is requested on whether the strategic plan portion (mentioned in Domains 1 and 4) is a required component.

6. Our Next Steps

1. **Review the Redundancies:** We will look at the standards mentioned to see if we can combine them into single, stronger standards.
2. **Clarify the Language:** We'll rewrite the "muddy" sections of Standard 5 to provide concrete examples of what success looks like.



Ed Resources Committee Report

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

PROJECT DIRECTOR: Andrew Easton

REPORT PERIOD: November-December 2025

COMMITTEE REPORT: CHIEF LEARNING OFFICER

Teaching and Learning Efforts (Organized alphabetically by initiative)

- **Accessibility**
 - Presented on the [Nebraska ESUCC Accessibility Support Site](#) to ESU 8 staff
 - Shared about the topic of accessibility and the ESUCC Accessibility Support Site at the ESU 17 Superintendents' December Meeting
 - Collaborated with NDE on adding the ESUCC Accessibility Support Site to the resources on the Rule 84 effort's [SupportED site](#)

- **Artificial Intelligence**
 - Presented a two hour training on AI in education at Creighton Community Schools 1/5
 - Solidified a partnership with/between the ESUCC, [Great Minds \(Wit & Wisdom\)](#), and Swivl ([M2](#)) in an effort to develop an AI support for teachers and literacy coaches.
 - [Seeking schools that use Wit & Wisdom materials to partner with for the pilot this spring](#) with the intent of arriving at a deliverable product by the start of the 2026-2027 school year.

- **Behavior Intervention Training & Teacher Support Act (BITS)**
 - Currently coordinating efforts to create support resources for schools and BITS facilitators that would support the effective delivery and count for BITS.

- **Canvas Consortium**
 - 12 Days of Canvas content, focused on accessibility, remains available.

- **Digital Citizenship**
 - [2025 ESU DigCit Symposium](#)

- o Finalized Digital Citizenship Symposium video (featuring members from the NE Digital Citizenship Collaborative)
- o **NE Digital Citizenship Collaborative**
 - Finalized [the Digital Citizenship page](#) of the SupportED site
 - Features content from the various organizations/members developing DigCit materials in Nebraska, inclusive of...
 - 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**
 - o **Video Series Highlighting DL**
 - [DL Promo Video](#)
 - [DL Administrator Testimonial](#)
 - [DL Teacher Testimonial](#)
 - [DL Student Testimonial](#)
 - [The Latest in DL Technology](#)
 - Additional communication resources in support of DL
 - [Distance Learning One-Pager for 2025](#) (Updated)
 - [Norms for On-Site Proctors and Special Education Staff](#)
 - o **Development of a DL Teacher Support Site**
 - In June and July we identified content for the [DL Teacher Support site](#), which I then created as a draft in Google Sites. We have continued to meet ongoing and revise/add to this site with an expected launch date of late January.
 - Developed over two hours of content featuring teachers from the [ESU 5 World Language program](#) as they shared their insights about best practices and effective strategies for teaching via distance education
 - [Access the YouTube playlist of this video series here](#)
 - o **NVIS Updates**
 - The NVIS home page was updated to create a space for schools to request a course.
 - The DL Teacher Support videos are up next to add
 - o **DL Communication and Efforts to Generate Courses**
 - Presented at the state's school counselor's conference in late November
 - Met with Dr. Kathleen Fimple, academic programs officer for the Nebraska Coordinating Commission for Postsecondary Education (CCPE) to discuss building a page on NVIS that

explains how to receive a community college course from outside of your CC region

- 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
 - Finalized [the new brand kit for the ESUCC](#), inclusive of colors and logos
 - Continued efforts regarding the **Affiliate Member Directory** that will filter by things like ESU, affiliate group, area of expertise, cadre(s), etc.

- **Future Ready Nebraska Conference**

- 2026 FR Nebraska Conference (6/1-2/26)
 - Featured Speakers: [Dr. Kristen Mattson](#), [Amanda Bickerstaff](#), [Jennifer LaGarde](#), [Steven Rogelberg](#), [Katie Novak](#), [Matt Winters](#), the [NCADEMI](#) Team, and more...

- **The Good Life EDU Podcast**

- Created 4 new episodes of [The Good Life EDU](#) Podcast
 - **Episode 229:**
 - **Episode 228: [A New Avenue to Impact: How Nebraska Is Opening Pathways for Professionals to Become Educators](#)** with State Senator Kathleen Kauth
 - **Episode 227: [Four Years In: What One District Learned by Treating AI as an Instructional Shift, Not a Tech Trend](#)** with Kris Hagel of Peninsula School District in Washington state
 - **Episode 226: [Moving Past the Hype: Becky Keene on What AI Can Really Do for Teaching & Learning](#)**

- **Leadership Live Show**

- [Launching “The Nebraska Ed Leaders Live Show”](#) as a collaborative project with the NDE SEED Team and NCSA. First installment will air across all our social media platforms on Friday, January 23rd featuring [Dr. John Skretta](#). Each will be recorded and made available for those unable to attend live.

- **Nebraska PowerSchool Cooperative**

- NebPS just completed another successful fall reporting season and are beginning to prep scheduling for 26-27.

- **PDO Planning**
 - PDO Planning Committee finalized the schedule for January PDO and provided input on several talking points regarding potential future revisions to the PDO event.
 - Details related to the approved ESUPO Reimagined 3.1 document are being carried out.
 - [ESUPO Event Cards](#) from January ESUPDO
- **SUPPORTED Site: A Rule 84 Professional Learning Collaboration**
 - Finalized a shareable [statewide professional learning calendar](#)
 - Finalized a [the Digital Citizenship page](#) of the SupportedED Site
 - Linked the ESUCC Accessibility Site, the Nebraska Learning Network, and the Future Ready Nebraska site in the Resources tab
 - A page on AI is up next
- **Textbook Loan Program**
 - Scott Isaacson finalized revisions to the process and ordering system ahead of the 2026-2027 TLP
 - Held the Onboarding TLP webinar with participating schools on 12/11/25
 - Worked with Bryce Wilson at NDE on posting [video resources for TLP schools on NDE's Rule 4](#)

ED RESOURCES

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ANDREW EASTON

ARTIFICIAL INTELLIGENCE

ED RESOURCES

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Swivl



SUPPORTING THE WORK BETWEEN OBSERVATIONS



A Nebraska-Led Pilot Using AI to Extend Literacy Coaching Capacity

A PILOT FOR AI-SUPPORTED INSTRUCTION

Together, **Nebraska ESU Coordinating Council** is working in partnership with **Great Minds** and **Swivl** to lead a nationally innovative pilot project right here in Nebraska. This initiative brings AI-powered literacy coaching supports into classrooms, offering a technology resource aligned with districts' high-quality instructional materials.



WHY THIS MATTERS AND HOW IT WORKS

This pilot will explore the impact of providing teachers with HQIM-aligned AI feedback and support in the interim between coaching sessions, specifically for Great Minds's Wit & Wisdom materials. To this end, Swivl's M2 device is a conversational AI tool that listens to lessons for reflective coaching purposes and provides personalized, voice-based feedback after class.

This pilot will intentionally connect M2, the Wit & Wisdom curricula, and Nebraska's Literacy IPG to ensure the AI feedback is grounded in the content and best practices. This tool is not designed to evaluate teachers or replace human coaching, but to provide interim, materials-based reflection between live coaching visits.



LEARN MORE ABOUT SWIVL'S M2+MIRRORTALK HERE

AN INVITATION TO JOIN THE PROJECT

We're looking for schools who currently use Wit & Wisdom to partner with through one or both phases of this two part project that will span the spring semester (2026). Phase one will take place in the third quarter, involving a small cohort of 3-5 teachers total (not per district) who will begin using M2 as an instructional support. After that phase is complete, there will be a broader rollout in the fourth quarter involving teachers across the following grade bands: K-2, 3-5, and 6-8. There's no cost to participate, and while there's no stipend, this is a unique chance to pilot a groundbreaking tool at no financial risk.

If your district is interested in being part of this pilot and would be open to meeting to learn more, please reach out to Andrew Easton at aeaston@esucc.org by **Friday, January 23rd**. We're excited to learn alongside you and bring this innovative, Nebraska-based project to life!

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DIGITAL CITIZENSHIP

ED RESOURCES

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[Watch video on YouTube](#)

Error 153

Video player configuration error



SUPPORTED+DIGITAL CITIZENSHIP

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· [Home](#) · [Calendar](#) · [Education Organizations](#) · [Resources](#)

This site is still under development. Check back for updates.

How Nebraska does Digital citizenship

NEBRASKA'S DIGITAL CITIZENSHIP FRAMEWORK

The Nebraska Department of Education (NDE) and the Educational Service Unit Coordinating Council recognize the Edvolve Digital Citizenship Framework (PK-12) as the shared foundation around which Nebraska educators can unite, using common language to define and understand digital citizenship as far more than online safety alone.

In a world where students are growing up within an ever-changing digital landscape, this framework supports schools in helping learners develop the skills, judgment, and agency they need as they navigate digital spaces from childhood into adulthood.

This video spotlights the 2025 Digital Citizenship Symposium and how Nebraska educators and students are bringing the Edvolve Framework to life. Watch to see how we're building a common



Digital Citizenship Collaborative Meeting - Google D

DISTANCE LEARNING

ED RESOURCES

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YouTube Search [] [] [] + Create [] []

EFFECTIVE CLASSROOM MANAGEMENT FOR DISTANCE LEARNING TEACHERS

FEATURING
CHRISTINA SCHROEDER & KELLY GAB
WITH THE ESU 5 WORLD LANGUAGE PRO

Distance Learning Teacher Support Series

by Andrew Easton

Playlist · Public · 9 videos · 32 views

This playlist highlights practical, real-world strategies to support teachers delivering instruction through ...more

Play all [] [] [] []

- Manual ▾
- EFFECTIVE CLASSROOM MANAGEMENT FOR DISTANCE LEARNING TEACHERS**
Andrew Easton · 23 views · 1 month ago
 - HOW DISTANCE LEARNING TEACHERS BUILD RELATIONSHIPS WITH STUDENTS**
Andrew Easton · 18 views · 1 month ago
 - HOW DISTANCE LEARNING TEACHERS MANAGE MULTIPLE BELL SCHEDULES**
Andrew Easton · 9 views · 1 month ago
 - BUILDING ROUTINES, ENGAGEMENT, AND CLARITY IN DISTANCE LEARNING**
Andrew Easton · 7 views · 1 month ago
 - TEACHING THROUGH ZOOM: PRACTICAL STRATEGIES FOR DISTANCE LEARNING**
Andrew Easton · 63 views · 1 month ago
 - LEVERAGING YOUR LMS FOR DISTANCE LEARNING INSTRUCTION**
Andrew Easton · 11 views · 1 month ago

DISTANCE LEARNING

ED RESOURCES

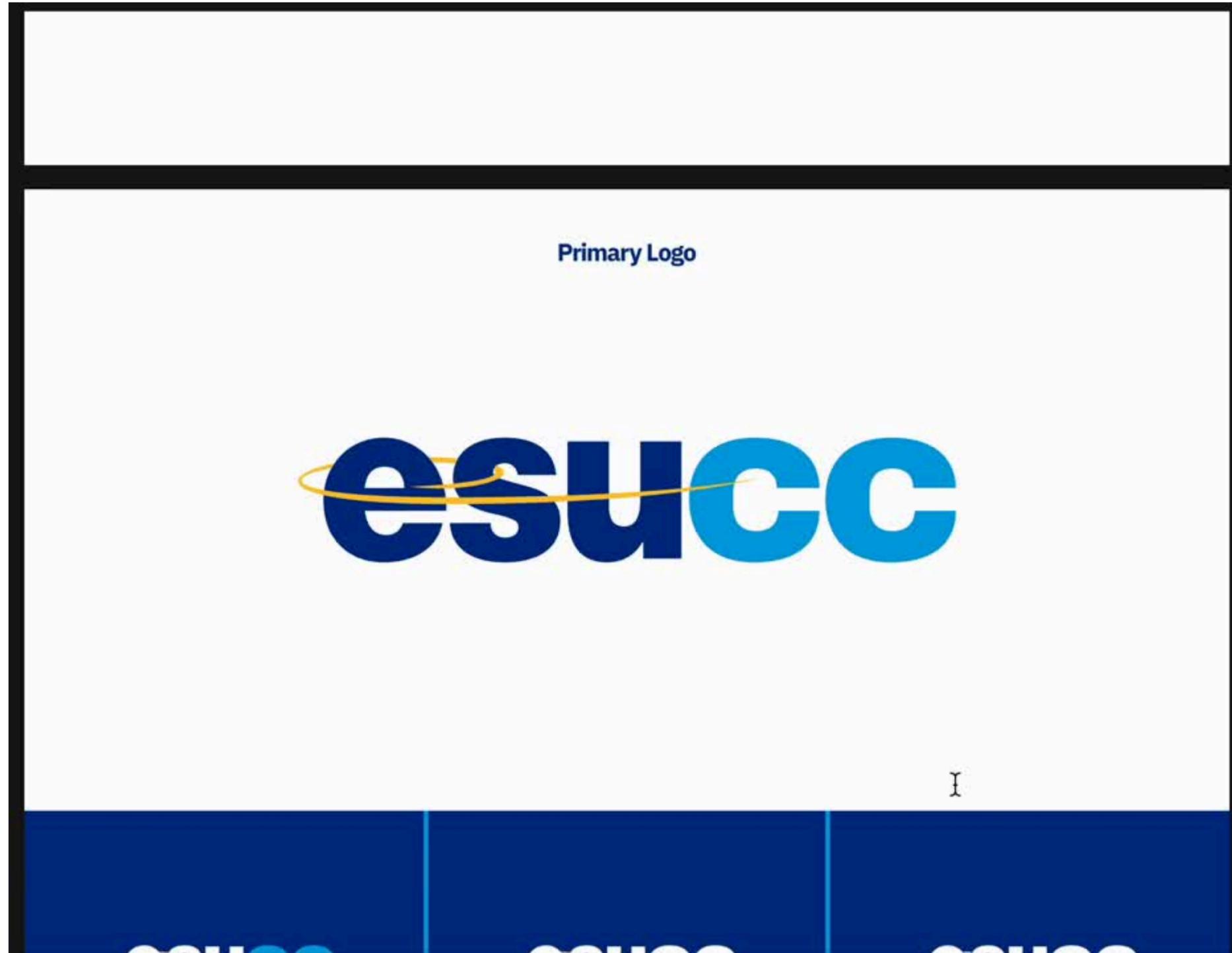
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ESUCC BRANDING KIT

ED RESOURCES

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Primary Logo

esuucc

I

THE GOOD LIFE EDU PODCAST

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NEW

**EP228: A NEW AVENUE TO IMPACT:
HOW NEBRASKA IS OPENING PATHWAYS FOR
PROFESSIONALS TO BECOME EDUCATORS**

en

Andrew Easton

esu ESU COORDINATING COUNCIL
INNOVATIVE PEOPLE. EXCEPTIONAL

**THE GOOD LIFE
EDU
PODCAST**

esu

Special Guest
**Senator Kathleen Kauth on the New
Pathway to Educator Program (P2E)**

THE ED LEADERSHIP LIVE SHOW

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THE NEBRASKA
ED LEADERSHIP
LIVE SHOW



Connecting Leaders Across Nebraska

The Nebraska Department of Education SEED Team, the ESU Coordinating Council, and the Nebraska Council for School Administrators are excited to host a unique, open learning opportunity for educators across the state: **The Nebraska Ed Leadership Live Show**.

This initiative brings together educational leaders from across Nebraska to share insights, build community, and offer support through candid, conversational dialogue. Each episode will feature a diverse range of leadership voices—from superintendents and principals to instructional, technology, and service-agency leaders—highlighting how leadership shows up across roles and contexts.





Dates & Featured Leaders

<p>23 Dr. John Skretta Superintendent, Lincoln Public Schools <i>JAN</i></p>	<p>06 Thomas Lee Principal, Omaha Westview H.S. <i>MAR</i></p>	<p>17 Pam Brezenski Project Manager, Get Set Nebraska <i>APR</i></p>
<p>06 Keri Homan & Matt Stetson Crawford Public Schools <i>FEB</i></p>	<p>20 LIVE from NRCSA NRCSA Leadership, NRCSA Spring Conference <i>MAR</i></p>	<p>01 Uati Paopao Technology Director, Chadron Public Schools <i>MAY</i></p>
<p>20 Jamie Cook Literacy Officer, NE Dept. of Education <i>FEB</i></p>	<p>03 James Ford & Jackie Nielsen Beatrice Public Schools <i>APR</i></p>	<p>15 Dr. Dan Schnoes & Dr. Laura Barrett ESU 3 & 13 Administrators <i>MAY</i></p>

How to Join

The show will be broadcast **live** from the ESUCC's social media accounts from **12:00 PM–12:30 PM Central** on the first and third Friday of each month this spring. If you can't make it live, sessions will remain available afterward on all platforms for on-demand viewing.

Where to Join Us!

bit.ly/ESUCCYT

x.com/ESUCC

facebook.com/NebraskaESUCC

Designed to foster connection, reflection, and shared learning among Nebraska educators.



THE ED LEADERSHIP LIVE SHOW

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THE NEBRASKA
ED LEADERSHIP
LIVE SHOW

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Designed to foster connection, reflection, and shared learning among Nebraska educators.

TEXTBOOK LOAN PROGRAM KICKOFF

ED RESOURCES

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The screenshot shows a Zoom meeting in progress. The main window displays a presentation slide with the following content:

- Header: "Welcome to the 2026-2027..."
- Title: "TEXTBOOK LOAN PROGRAM"
- Subtitle: "Onboarding Webinar, December 11, 2025"
- Logos: Nebraska Department of Education and Nebraska ESU Coordinating Council.
- Background: A bookshelf filled with various textbooks.

On the right side of the screen, a grid of participants is visible:

- Andrew Easton (top left)
- mrs.chattin (top right)
- Jennie Schneider (middle left)
- Erin Bussen (middle right)
- Sandy Vancura (bottom left)
- Rodney Wilhelm (bottom right)
- Chelsey Mangers (bottom left, partially obscured)
- sr.mary-michael - St. Teresa School - Principal (bottom right)

So welcome to the 26-27, which feels

ED RESOURCES

Committee Report

NOVEMBER-DECEMBER 2025

THANK YOU

SRS and Project Para Staff Report

January, 2026

SRS

Todd Hatcher and I are having initial meetings with potential partners to consult or co-develop enhancements to the system and tune up our development team, standards and practices. We anticipate some IEP changes as the NDE may release a new model IEP form this spring. Currently the team is working on changes to our form versioning system, an update to the IEP service locations for students age 4-5 transitioning to Kindergarten, a fix for district managers to more easily manage access permissions for their staff, and adding a MIPS consent section to the Consent for Evaluation form. We will be ready to begin work on ADVISER reporting for 2026-2027 when the sandbox (test) environment is ready this spring.

Project Para

The new Project Para courses opened January 1, 2026. Out-of-state users of the courses are now charged a \$10 per user fee for the courses. Nebraska schools should not pay this charge and coupon codes are available for you to share with your school districts as needed.

CEO Report to the Board

January 2026

Jan 15, 2026 Committees

Jan 16, 2026 Board

New Business			
<input checked="" type="checkbox"/>	Executive ▾	2026-2028 Master Calendar	<ul style="list-style-type: none"> • 2026-2027 • 2027-2028
<input checked="" type="checkbox"/>	Executive ▾	PowerSchool and ESU 10 school support	Update on status ESUCC PowerSchool
<input type="checkbox"/>	Educational Resour... ▾	BITS Report	2025 Submission of Annual Report - Behavioral Intervention Training and Teacher Support Act
<input type="checkbox"/>	Educational Resour... ▾	PDO/PO Resources (May be on Andrew's Report)	Need to decide: To move PDO/PO resources to Canvas for 2 yrs (NDE pays) then the ESUs pick it up after that if that is what you all want us to do at that point.
<input type="checkbox"/>	Educational Resour... ▾	Delta-T Group Overview	Education Referral Solutions
<input type="checkbox"/>	Educational Resour... ▾	Affiliate Budget Question	Is there any reason the affiliates cannot submit their budgets during the preceding fiscal year? Can they submit earlier than January?
<input type="checkbox"/>	Educational Resour... ▾	Just Right Readers	<p>Samples provided. Just Right Reader aligns perfectly with Nebraska literacy and CLSD priorities by delivering:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Evidence-based literacy resources backed by ESSA Level II research and aligned to the Science of Reading <input type="checkbox"/> Birth–12th grade programs spanning Early Childhood, K–5 phonics, Secondary Success, and summer literacy packs designed for use in school, at home, and everywhere <input type="checkbox"/> Built-in family engagement and educator support, including phonics video lessons in 14+ languages, ready-to-use small-group resources, and professional development <p>Watch a 2-minute video to learn how districts are partnering with Just Right Reader to maximize CLSD funding and accelerate reading achievement.</p> <p>Contact Dr. Hope Swearingen for more information.</p>

			405-9270-4785 hope.swearingen@justrightreader.com
<input type="checkbox"/>	Legal ▾	Voucher Stance	Voucher Stance Document This document was requested by the Bromms as a consistent message by the ESUs. LP created a draft and had feedback to make clear this would be only after vouchers were evident in Nebraska. Not as a tool to advocate for or against the establishment of the voucher system. This is your document. How do you want it changed?
<input type="checkbox"/>	Legal ▾	ESUCC Legislative Day	Link to the Agenda with notes and Sign-Up (on the same document)
<input type="checkbox"/>	Information Technol... ▾	Affiliate Budget Question	Is there any reason the affiliates cannot submit their budgets during the preceding fiscal year? Can they submit earlier than January?
<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 • 11.1.2025-11.30.2025 • 12.1.2025-12.31.2025
<input type="checkbox"/>	FULL BOARD ▾	MSA	Draft in January Vote to approve in February
<input type="checkbox"/>	FULL BOARD ▾	LETRS Vol 2 - Lexia	Interest in the LETRS Vol 2 and EC Facilitator Training classes. One being held in September and the other in November.
<input type="checkbox"/>	FULL BOARD ▾		
New Since Committee Meetings			
<input type="checkbox"/>			
Old Business			
<input type="checkbox"/>	Select a Committee ▾		



ESUCC

Educational Resources Committee Meeting

Thursday, January 15, 2026, 12:30 PM

ESU 10 plus Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 12:30 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

Attendance Update Taken at 1:46 PM.

Dr. Kanyon Chism (ESU 19): 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 Educational Resources Committee Meeting was called to order at 12:30pm.

1.1. Roll Call

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

2.1. Staff Development Affiliate (SDA) Report

SDA will present their budget request for 2026 - 2027.

SDA uses the Needs Assessment to build their budget proposal. The budget proposal is divided into four different areas. Costs are increasing for national trainers, and SDA is finding it difficult to schedule national trainers which meet the needs of the SDA membership. SDA also finds it challenging not being able to sign a contract for trainers right away. ESUCC CEO Dr. Polk recommends the affiliates be able to submit their budget requests before January of any given fiscal year to be approved at or before the February meetings.

Recommended Motion: Recommend to the ESUCC board to approve the SDA budget for 2026-2027 as presented. Passed with a motion by Barrett, Laura (ESU 13) and a second by Erickson, Geraldine (ESU 17).

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

2.2. ESU Special Education Director (ESPD) Affiliate Report

ESPD will present their budget request for 2026 - 2027.

Joe Haney, ESPD Recorder, presented the budget proposal for ESPD. Joe Haney will follow up with Tami Clay, the ESPD Chair, to ensure the budget proposal amount includes meals.

2.3. Teaching and Learning with Technology (TLT) Affiliate

TLT will present their budget request for 2026 - 2027.

Laurie Kerr, TLT Co-Chair, reviewed the attached TLI Affiliate Budget Request 2026-2027 document.

3. 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

Dr. Shirley Vargas, NDE School Transformation Officer & Office Administrator, Allyson DenBeste, NDE Academic Officer & Office Administrator, and Jamie Cook, NDE Literacy Officer, reviewed the linked ESUCC Ed Resource Committee: NDE Updates 2025-26.

4. Chief Executive Officer (CEO) Report

- CEO Report to the Board - January 2026

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

4.1. Tech Support (SRS and Project Para) Update

- SRS
- Project Para

CIO Scott Isaacson reviewed the attached SRS-Para Report 2026-01 document.

4.2. Distance Learning, Training Support, and Instructional Materials

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

CLO Andrew Easton did not provide a report due to lack of time. CLO Easton will provide his full report at the ESUCC Board Meeting on January 16, 2026.

4.3. SMART

Phillip Picquet, ESU 15 Administrator, will provide a SMART update to the committee. Phillip Picquet, ESU 15 Administrator, provided a SMART update to the committee. Nathan McClenahan, ESU 10, is currently managing SMART. Nathan will be retiring at the end of this academic year. In order to keep SMART running smoothly, ESUCC will create a short-term transition plan. Long-term, ESUCC will take on SMART and host it on-site. There is an out-of-state interest in SMART. Nathan has created a SMART beta site for Arkansas and Washington.

5. Next Meeting Agenda Items

6. Adjournment

The Educational Resources Committee Meeting adjourned at 1:48pm.

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



Affiliate Budget Request

Budget Year: 26-27

Affiliate: ESPD NOC SDA TLT

Affiliate Contact(s): _____

Request 1

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Request 2

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	



Request 3

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Request 4

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Request 5

Title	
Description	
How will this support the goal and mission of the affiliate group?	



How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Request 6

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Total of ALL Projected Costs: _____

Submitted By: _____

<p>Office Use Only</p> <p>Date Reviewed At Board Meeting: _____</p> <p>Budget Request Approved, Denied, or On Hold - Need Additional Info: _____</p> <p>Notes:</p>



Affiliate Budget Request

Budget Year: 20__ - 20__

Affiliate: ESPD NOC SDA TLT

Affiliate Contact(s): _____

Request 1

Title	
Description	
How will this support the goal and mission of the affiliate group?	
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Request 2

Title	
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Request 3

Title	
Description	
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Projected Costs (Include fees, materials, expenses, etc.)	

Request 4

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Request 5

Title	
Description	
How will this support the goal and mission of the affiliate group?	



How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Request 6

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Total of ALL Projected Costs: _____

Submitted By: _____

<p>Office Use Only</p> <p>Date Reviewed At Board Meeting: _____</p> <p>Budget Request Approved, Denied, or On Hold - Need Additional Info: _____</p> <p>Notes:</p>



Affiliate Budget Request

Budget Year: 2026-27

Affiliate: TLI **Affiliate Contact(s):** Peg Coover (ESU 10), Nick Ziegler (ESU 5), TLI Co-Leads

Request 1

Title	Assistive Technology and ADA Training
Description	<p>TLI will provide 2 days of training on ADA Compliance and Assistive Technology. Day 1 will focus on ADA Compliance: specific application of ADA compliant PDFs, Presentations, Documents, and Websites. Day 2 will focus on Assistive Technology: tools, devices, and applicable software. We will organize a high quality day with multiple presenters, including Voc Rehab ATP. The goal will be that this is a hybrid offering which we open to other ESU Affiliates, NDE, and District Leaders.</p>
How will this support the goal and mission of the affiliate group?	<p>This will increase our knowledge base to help support our districts.</p> <p><i>“The mission of TLT is to connect Nebraska educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom. This support is provided through school improvement efforts, professional development, and coordinated statewide projects, services, and efforts.</i></p> <p><i>TLT's Beliefs:</i> <i>Every student is deserving of a high quality education that encourages and supports lifelong learning.</i></p> <p><i>Professional development is founded on standards of excellence.”</i></p> <p>The work to which we aspire embraces service,</p>

	collaboration, best practice, and diversity.
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	This training provides connection to ESUCC's PURPOSE: <ul style="list-style-type: none"> to enable ESUs to work together effectively, efficiently, and equitably to accomplish common goals and deliver high value to the state's education system.
Projected Costs (Include fees, materials, expenses, etc.)	Presenters: \$3500 <ul style="list-style-type: none"> Luis Perez - CAST = Fall NDE/ATP Voc Rehab = Spring Lunch: \$1000 <ul style="list-style-type: none"> (20 attendees x \$25 x 2 events) to be reimbursed by the ESUs:

Request 2

Title	Digital Citizenship Symposium
Description	The Digital Citizenship Symposium is both an in-person and on-going online event that provides teachers, students, administrators, parents, and other key stakeholders from across the state resources to teach the importance of being a good digital citizen. Serving grades K-12, participants watch videos and complete modules to learn about different aspects of digital citizenship. Students have the opportunity to compete in a contest that showcases how to be a CyberSmart citizen based on their learning.
How will this support the goal and mission of the affiliate group?	<p><i>"The mission of TLT is to connect Nebraska educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom. This support is provided through school improvement efforts, professional development, and coordinated statewide projects, services, and efforts.</i></p> <p><i>TLT's Beliefs:</i> <i>Every student is deserving of a high quality education that encourages and supports lifelong learning.</i></p> <p><i>Professional development is founded on standards of excellence."</i></p> <p>This state-wide experience provides teachers and students across the state time to collaborate and learn together.</p>

How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	The Digital Citizenship Symposium is an on-going event that provides teachers, students, administrators, parents, and other key stakeholders from across the state resources to teach the importance of being a good digital citizen, which includes media literacy, digital well-being, and social responsibility.
Projected Costs (Include fees, materials, expenses, etc.)	\$2000 Virtual Presenter TBD (example: 2025 was Kristen Mattson was \$1500, 2024 Jennifer Casa-Todd was \$1400) Supplies for Dig Cit Student Contest - Medals, Magnets or Stickers - \$300

Request 3

Title	Marshall Memo
Description	<i>The Marshall Memo</i> helps to bridge gaps by providing school leaders with quick access to the best current education ideas and practices. Through a weekly email newsletter the author summarizes articles on current research and best practices in the field with e-links to full articles when available and highlights a few notable quotes. The Marshall Memo empowers education leaders with information that can improve student learning.
How will this support the goal and mission of the affiliate group?	<i>TLT's Beliefs:</i> <i>Every student is deserving of a high quality education that encourages and supports lifelong learning.</i>
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	Provide ESU and District Leaders with access to up to date information on research-based best practices.
Projected Costs (Include fees, materials, expenses, etc.)	\$750 = Access for 999 Individuals inside ESUs and at the District Level.

Request 4

Title	AI Training
Description	<p>Given the rapidly-evolving and transformative nature of artificial intelligence, TLI proposes 3 Days of Workshops addressing AI in Education. These days will be spread across the Fall, Spring, and Summer. With anticipation of tremendous growth and change, we would like the flexibility to adapt to the ongoing advancements by determining a specific training later, during our summer leadership meeting.</p> <p>We anticipate various training modalities, including hybrid speakers, presenter fees, materials and other associated expenses to be available for this price. This request would provide training on 2 stand alone days in 2026-27 academic year, one in Fall and the other in Spring. Any remaining funds would be utilized to support AI-related training at the NDE ESUCC Future Ready Conference in June. Note: the Future Ready Conference is a Free professional learning opportunity offered in a Hybrid format to All Nebraska Educators.</p>
How will this support the goal and mission of the affiliate group?	<p>The mission of TLT is to connect Nebraska educators with resources & best practices to transform teaching and learning within the classroom.</p> <ul style="list-style-type: none"> ● This training session offers resources and recommendations for best practice that will support instructional leaders and provide ready-to-use materials for updating and enhancing teaching. ● It will provide useful and timely instructional and engagement strategies, and tech infusion tips. ● The available resources after the training will impact student learning by increasing engagement, leading to more connections, relevancy, and interest in the content.
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	<p>The theme of this proposed training will align with the needs of the Teaching & Learning with Innovation group as well as statewide initiatives (both ESUCC & NDE). The TLI Leadership Team will continue to use a survey tool to poll the TLI group to determine which training will best meet this criteria.</p> <p>This training provides connection to ESUCC’s PURPOSE:</p> <ul style="list-style-type: none"> ● to enable ESUs to work together effectively, efficiently, and equitably to accomplish common goals and deliver high value to the state’s education system.

<p>Projected Costs (Include fees, materials, expenses, etc.)</p>	<p>Presenters: \$6000</p> <p>This request will provide training on 2 days in 2026-27. Any remaining funds would be utilized to support AI-related training at the NDE ESUCC Future Ready Conference in June. Note: the Future Ready Conference is a Free professional learning opportunity offered in a Hybrid format to All Nebraska Educators.</p> <p>Lunch: \$1000</p> <ul style="list-style-type: none"> - (20 attendees x \$25 x 2 events) to be reimbursed by the ESUs
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Projected Costs + Hospitality: \$14,250

- Hospitality Costs: \$2,000
- Net Budget \$12,250

Submitted By: Peg Coover (ESU 10) and Nick Ziegler (ESU 5), 2026-27 TLI Co-Leads

<p>Office Use Only</p> <p>Date Reviewed At Board Meeting: _____</p> <p>Budget Request Approved, Denied, or On Hold - Need Additional Info:</p> <p>_____ Notes:</p>

Coop Directors report to ESUCC Board
submitted by: Craig Peterson

1. Coop Summary

- a. Total Number of Contracts 150 (2025-2026)
- b. Total Number of Vendors 134 (2025-2026)
- c. Member Accounts enabled in ESUCC Marketplace (these are single district or agency accounts with multiple shipping addresses or buildings) – 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 – 164 (2025-2026) compared to 147 (2024-25)
 - i. (01-05-2026 - At this time last year, the Food Program was at \$4,941,853.25 in total sales. This year, we are at \$6,270,698.21 an increase of \$1,328,844.96 in sales and \$26,654.71 in revenue.

Sales/Revenue/Savings (12/19/2025)

	2022-23	2023-24	2024-2025	2025-2026 Partial year
Sales	\$28,863,734.69	\$26,202,146.01	\$25,233,978.98	\$10,316,303.22
Revenue expected/received	\$649,836	\$572,784.19	\$552,759.65/\$522,496.54	\$205,912.89/\$126,364.26
Savings	\$7,875,838.03	\$8,221,418.21	\$8,477,945.64	\$3,475,764.80
Total Savings %	27.29%	31.38%	33.60%	

YTD Last Fully Reported Quarter

Q3 2024	Q3 2025	Change	% Change
\$6,381,000.83	\$6,424,100.42	\$43,099.59	0.68% Increase

By Program (2025-2026 Q3, fully reported)

AEPA – is up \$55,791.62 in Q3

Special Buys – is up \$143,247.47 in Q3

Prime Vendor – is up \$2,626,769.93 in Q3

Food Vendor Sysco– was up \$1,100,544.64

Custodial - HD Supply is now being reported as a Special Buy

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 \$43,099.59 for Q3 over the 2024-2025 school year.

ESUCC Marketplace Metrics last 30 days (12/19/2025)

- New Users 7 – down 67%
- Users' w/ Login 192 – up 27%
- User's w/ Order 38 – down 14%
- Orders 74 – up 17%
- Marketplace Spend \$28,733.38– down 82%
- Items Replaced 4 – down 60%
- Savings Achieved with Replacements - \$43.23 down 89%
- Spend By Month (Last 12 Months)
 - 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
 - November 2025 - \$15,404.29
 - December, 2025 - \$24,611.52
- Total Sales through ESUCC Marketplace January 1 – December 31
 - 2025 - \$4,210,396.56 (11.5 months 12/19/2025)
 - 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. Approve AEPA 026 Awards

- i. 026A Furniture (6)
 - Quill LLC
 - National Business Furniture
 - School Specialty
 - Lakeshore Learning
 - AmTab
 - Demco
- ii. 026B Health and Wellness (6)
 - School Health Corp
 - Quill LLC

- Medline Industries, LP
- School Nurse Supply, Inc.
- TinyEye Therapy Services
- Neuralign
- iii. 026C LED Lighting (1)
 - Facility Solutions Group
- iv. 026D Technology Catalog (2)
 - CDWG
 - SHI
- v. 026E Student Transportation Services (3)
 - First Student
 - EverDriven (with exceptions and deviations)
 - Highland Fleet (excluding trucks)
- vi. 026F EMS Supplies and Equipment (2)
 - Medline
 - School Health

b. Approve AEPA 023 Extensions

- i. 023A Maintenance Repair and Operations (MRO)
 - Best Plumbing
- ii. 023B Custodial Supplies and Equipment
 - Busch Systems
 - Hillyard
- iii. 023C Office Supplies and Equipment
 - Quill LLC
- iv. 023D School and Instructional Supplies
 - Blick Art Materials
 - Just Right Reader
 - Lakeshore
 - Quill
 - School Specialty
- v. 023E Technology Buyback
 - Total Technology
- vi. 023G Athletic Supplies and Equipment
 - Partac Peat
 - School Specialty

c. Approve AEPA 024 Extensions

- i. 024A Athletic Surfaces
 - Act Global Americas Inc.
 - AstroTurf
 - FieldTurf USA Inc.
 - Hellas Construction Inc.
 - Shaw Sports Turf
 - Sports Surfaces Distributing
 - The Motz Group

- ii. 024B Electric Vehicle Charging Stations
 - Blink Charging
 - InCharge Energy
- iii. 024C Digital Resources and Instructional Materials
 - Barnes & Noble
 - Complete Book & Media Supply
 - EPS Learning
 - Flinn Scientific
 - Mackin Educational Resources
 - SchoolsPLP
 - The Organwise Guys
- iv. 024D Computerized Maintenance Management System
 - Brightly
 - Facilities Management Express
- v. 024F Digital Display Solutions
 - Daktronics
- vi. 024G Vehicles
 - Chalmers Ford
 - Melloy Auto Group
 - Peoria Ford
 - Schmelz Countryside
- vii. 024H Audio Visual Integration
 - Audio Enhancements

d. Approve AEPA 025 Extensions

- i. 025A Athletic Field Lighting
 - GeoSport Lighting
 - Hellas
 - IKIO LED Lighting
 - PSG Energy Services
- ii. 025B Hardwood and Synthetic Flooring
 - Sports Surfaces Distributing
- iii. 025C Copiers, MFPs and Printers
 - Dex Imaging
 - Kyocera
- iv. 025D Roofing and Related Services
 - WTI/Tremco
- v. 025E Security Solutions
 - Bluebird
 - Centegix
 - SAS Halo
 - School Specialty
 - Southwestern Communications
- vi. 025F Cybersecurity and Training
 - ActZero

- Caetra.io
- CDW-G
- Xpel by FowardEdge
- ResoluteGuard
- SHI
- TwoTrees Technologies
- vii. 025H Playground Equipment
 - Great Southern Recreation, LLC
 - Playcraft Systems, LLC

e. Special Buy Contracts/Addendum/Extensions

- i. Approve Special Buy with Classlink
- ii. Approve Special Buy with Scoby Bros LLC

f. Approve Annual Buy Awards

- i. Recommend to the ESUCC Board to approve the Annual Buy awards as presented for all bid sections.
 - 2026-Annual Buy-100 Electronics and Supplies
 - 2026-Annual Buy-200 General Supplies
 - 2026-Annual Buy-300 Furniture
 - 2026-Annual Buy-400 Copier Paper
 - 2026-Annual Buy-500 Maintenance-Shop Supplies
 - 2026-Annual Buy-600 Health and Safety Supplies
 - 2026-Annual Buy-700 Athletic Equipment and Supplies
 - 2026-Annual Buy-800 Hot Lunch Equipment and Supplies
 - 2026-Annual Buy-850 Science Equipment and Supplies
 - 2026-Annual Buy-900 Art Equipment and Supplies

3. 2025-2026 Coop Goal

- a. **2025-2026 Goal:** Optimize Annual Buy Catalog for Member Value and Competitive Advantage
 - i. To date the following tasks have been completed and our Goal has been met
 - A Report of 4 Year Sales history was created and then merged with current line items in the bid to see where gaps appear, identifying items that we haven't received bids on or where we have no reported sales in 4 years.
 - Goal was met on September 18 prior to the publishing of bids on October 1.
 - The following number of items have been identified and:
 - a. 2,773 lines for the 2026 Annual Buy were evaluated
 - b. 360 items removed from the bid for not having any sales history in the last 4 years.

- c. 113 items Kept Item in Catalog
- d. 47 Recent New Item – Kept
- e. 247 items we have Updated the specifications for the following reasons:
 - i. Item was previously listed as an ONLY, meaning we would only accept a specific Manufacturer Model number. Specification changed to an Equivalent thus opening up the possibility of another manufacturer’s model number could be bid.
 - ii. Added additional equivalent manufacturers to encourage others to bid. Sometimes if a vendor sees it listed in the specification they will bid, otherwise they overlook it.
- f. 2 items moved to another bid section to align with vendors that would bid these items

4. Annual/Paper Buy

- a. **Definition of the Annual Buy:** This is a line item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed to schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.
- a. **2026 Annual Buy Timeline - Shareable List for Schools**
 - i. **Paper Buy Catalog Opens - February 2, 2026**
 - ii. **Annual Buy Catalog Opens - February 19, 2026**
 - iii. **Paper Buy Order Deadline Schools/Members – March 6, 2026**
 - iv. **Annual Buy Teacher/Staff deadline – April 13, 2026**
 - v. **Delivery Deadline for 400 Paper - June 15, 2026**
 - vi. **Delivery Deadline Annual Buy Items - July 24, 2026**
- b. **Annual Buy Information and Events**
 - i. On December 10-15 ESUCC Coop staff awarded the Annual Buy items in 9 of the 10 bid categories. The 100 Technology section was awarded January 5-6.
 - ii. The Annual Buy catalog will begin to be written by staff beginning January 12th

- iii. Paper Prices compared to last year's prices for the higher volume purchased items. 1-24% decrease in cost compared to 4%-39% decrease last year. We have had 3 years in a row where pricing has decreased on average.
 - 1. 400120 \$46.52 compared to \$47.99 last year (3% decrease)
 - 2. 400130 \$46.00 compared to \$48.79 last year (6% decrease)
 - 3. 400135 \$43.10 compared to \$44.99 last year 4% decrease)
 - 4. 400140 \$35.46 compared to \$35.99 last year (1% decrease)
 - 5. 400141-1PLT \$1,348.40 compared to \$1,381.60 last year (2% decrease)
 - 6. 400141-2PLT \$2,696.80 compared to \$2,763.20 last year (2% decrease)
 - 7. 400141-20PLT \$25,579.20 compared to \$25,760 last year (1% decrease)
 - 8. 400141-21PLT \$25,680.48 compared to \$25,788 last year (0.42% decrease)
 - 9. Utilizing last year's order quantities, the difference in cost from the awarded vendor and the next low bid was \$41,237.38. This takes into account delivery charges

b. Summary By Category

- i. 2026 – 10 Categories, 22 awarded vendors (19 in 2025, 21 in 2024) and 2,657 items awarded compared to 2,842 awarded last year.
- ii. 2026-Annual Buy-100 Electronics and Supplies
 - 1. 5 Vendor responses (5 vendors 2025)
 - 2. 5 Vendors with Awards (5 Vendors 2025)
- iii. 2026-Annual Buy-200 General Supplies
 - 1. 8 Vendor responses (8 Vendors 2025)
 - 2. 8 Vendors with Awards (7 Vendors 2025)
- iv. 2026-Annual Buy-300 Furniture
 - 1. 4 Vendor responses (5 Vendors 2025)
 - 2. 4 Vendors with Awards (5 Vendors 2025)
- v. 2026-Annual Buy-400 Copier Paper (package bid)
 - 1. 2 Vendor responses (2 Vendors 2025)
 - 2. 1 Vendor with Awards (1 Vendor 2025)
- vi. 2026-Annual Buy-500 Maintenance-Shop Supplies
 - 1. 5 Vendor responses (5 Vendors 2025)
 - 2. 5 Vendors with Awards (5 Vendors 2025)
- vii. 2026-Annual Buy-600 Health and Safety Supplies
 - 1. 10 Vendor responses (6 Vendors 2025)
 - 2. 8 Vendors with Awards (6 Vendors 2028)
- viii. 2026-Annual Buy-700 Athletic Equipment and Supplies
 - 1. 11 Vendor responses (6 Vendors 2025)
 - 2. 8 Vendors with Awards (6 Vendors 2025)
- ix. 2026-Annual Buy-800 Hot Lunch Equipment and Supplies
 - 1. 4 Vendor responses (5 Vendors 2025)
 - 2. 4 Vendors with Awards (5 Vendors 2025)
- x. 2026-Annual Buy-850 Science Equipment and Supplies
 - 1. 5 Vendor responses (5 Vendors 2025)

- 2. 4 Vendors with Awards (4 Vendors 2025)
- xi. 2026-Annual Buy-900 Art Equipment and Supplies
 - 1. 8 Vendor responses (8 Vendors 2025)
 - 2. 7 Vendors with Awards (4 Vendors 2025)

c. **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
- vii. January 20, 2026 1:00-3:00 pm CT - Coop Marketplace Training – Zoom
- 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

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

i. **2025 Highlights of Winter AEPA Meeting, Colorado Springs, CO**

- i. Business related items
 - 1. Approval of 2026 Budget
 - 2. Approval of change of banks for AEPA, from Bank of America to Bravera
 - 3. Approve transitioning CPA services from Kathy Lane to Point CPA
 - 4. Approve First reading of Procedures
 - a. 5.1.4 Category Committee
 - b. 11.5 Contract Initiation
 - c. 12.1 Contract Award
 - 5. AEPA Director Evaluation
 - 6. Approve three-year contract agreement for Director of Solicitations

7. AESA Update
 8. Approve AEPA/AESA Strategic Alliance and Licensing agreement
 9. Award 026 Solicitations
 10. Extension of 023 Solicitations
 11. Extension of 024 Solicitations
 12. Extension of 025 Solicitations
- ii. Committee Reports
 1. Engagement Committee
 2. Marketing Committee
 3. Meeting Committee
 4. Nominating Committee
 5. Reporting Committee
 6. Website Committee
 7. Solicitation Committee
 - iii. AEPA 25th year Anniversary Celebration
 1. Nebraska ESU Cooperative Purchasing now known as ESUCC Coop was one of 10 founding member states.
- a. **Future AEPA Meetings**
 - Annual Meeting Omaha, NE April 27-29, 2026
 - Regular Meeting Louisville, KY November 10-12, 2026
 - Annual Meeting San Antonio, TX April 26-28, 2027
 - Regular Meeting Phoenix, AZ November 9-11, 2027
 - b. [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](#)
 - xii. Hellas Construction – [The History of Turf: Generations of Innovation and Play](#)

6. Marketing

- a. 41 Campaigns have been sent/scheduled since the last meeting –Please share the list with your Superintendents and other appropriate groups.

- i. [Brisk Teaching - November 10 Webinar](#) – 38.6% open rate
 - ii. [Capstone - PebbleGo Aligns to Federal, State, and Local Programs](#) – 40.6% open rate
 - iii. [Demco - Fuel their appetite for success!](#) – 37.9% open rate
 - iv. [AEPA Vendor - The OrganWise Guys - November 2025](#) – 39.2% open rate
 - v. [AEPA Webinar Series 11/19/2025 – Hellas](#) – 38.3% open rate
 - vi. [World Book - Indigenous Peoples of North America](#) – 35% open rate
 - vii. [bluum - November 2025](#) – 40.8% open rate
 - viii. [DakClassroom Curriculum Expands with New Course Offerings](#) – 40.1% open rate
 - ix. [Best Plumbing - November 2025 New Items](#) – 45.1% open rate
 - x. [Mackin - November 2025 - Monthly Digital Digest](#) – 37.7% open rate
 - xi. [IKIO - Transforming Facilities with Zero-Hassle, Federally Compliant Solutions](#) – 44.8% open rate
 - xii. [Busch Systems -November 2025 AEPA campaign](#) – 40.7% open rate
 - xiii. [Quill - 2025 November - Ice Melt Specials!](#) – 42.3% open rate
 - xiv. [Midwest Technology – BenchPro](#) – 41.8% open rate
 - xv. [Bluum - EdTech That Empowers Learners - Accessible with AEPA](#) – 38.5% open rate
 - xvi. [Class Intercom Upcoming Webinar: Making School Communications ADA Compliant!](#) – 40.8% open rate
 - xvii. [Capstone - Curiosity has a new hometown... it's PebbleTown!](#) – 39.6% open rate
 - xxviii. [Demco - Make the Most of Your Spaces and Watch Learners Thrive](#) – 35.6% open rate
 - xix. [CDW-G - Innovative Technology](#) – 38.3% open rate
 - xx. [2026 ESUCC Coop Marketplace Training Dates send#3](#) – 41.4% open rate
 - xxi. [SchoolsPLP – We Help Small Schools Do Big School Things!](#) – 36.4% open rate
 - xxii. [IKIO - Start 2026 With Lower Energy Costs](#) – 43.3% open rate
 - xxiii. [eMackin Monthly Digital Digest](#) – 34.9% open rate
 - xxiv. [CDW-G - Enhance Learning Outcomes](#) – 36.2% open rate
 - xxv. [Busch Systems - Benefits of Body Signage The Mosaic and The Expression](#) – 40.4% open rate
 - xxvi. [Best Plumbing - December 2025 New Items](#) – 38.9% open rate
 - xxvii. [Bluum - Inspire Student Voice and Innovation](#) – Scheduled
 - xxviii. [A Resource Opportunity for Your ESUCC Partnership: Capstone PebbleGo Access](#) – Scheduled
 - xxix. [Demco - Create a Go-To Gathering Space](#) – Scheduled
 - xxx. [SchoolsPLP – Where Learning Feels Like Scrolling Your Favorite App!](#) – Scheduled
 - xxxi. [AEPA Webinar Series 01/21/2026 Dex Imaging](#) - 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.

7. Additional Information & Meetings

- i. **Communications with the following vendors/organizations since last board meeting:** Imagine Learning, Lakeshore Learning, CDW-G, Waverly Public Schools, Lebra
- ii. **Conferences/Webinars/Trainings:**
 - [AEPA - The History of Turf: Generations of Innovation and Play](#)
 - New District Personnel - Coop Marketplace Training – Zoom
 - AEPA Regular Meeting, Colorado Springs, CO
 - AEPA 026 New Vendor Onboarding

CEO Report to the Board

January 2026

Jan 15, 2026 Committees

Jan 16, 2026 Board

New Business			
<input checked="" type="checkbox"/>	Executive ▾	2026-2028 Master Calendar	<ul style="list-style-type: none"> • 2026-2027 • 2027-2028
<input checked="" type="checkbox"/>	Executive ▾	PowerSchool and ESU 10 school support	Update on status ESUCC PowerSchool
<input type="checkbox"/>	Educational Resour... ▾	BITS Report	2025 Submission of Annual Report - Behavioral Intervention Training and Teacher Support Act
<input type="checkbox"/>	Educational Resour... ▾	PDO/PO Resources (May be on Andrew's Report)	Need to decide: To move PDO/PO resources to Canvas for 2 yrs (NDE pays) then the ESUs pick it up after that if that is what you all want us to do at that point.
<input type="checkbox"/>	Educational Resour... ▾	Delta-T Group Overview	Education Referral Solutions
<input type="checkbox"/>	Educational Resour... ▾	Affiliate Budget Question	Is there any reason the affiliates cannot submit their budgets during the preceding fiscal year? Can they submit earlier than January?
<input type="checkbox"/>	Educational Resour... ▾	Just Right Readers	<p>Samples provided. Just Right Reader aligns perfectly with Nebraska literacy and CLSD priorities by delivering:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Evidence-based literacy resources backed by ESSA Level II research and aligned to the Science of Reading <input type="checkbox"/> Birth–12th grade programs spanning Early Childhood, K–5 phonics, Secondary Success, and summer literacy packs designed for use in school, at home, and everywhere <input type="checkbox"/> Built-in family engagement and educator support, including phonics video lessons in 14+ languages, ready-to-use small-group resources, and professional development <p>Watch a 2-minute video to learn how districts are partnering with Just Right Reader to maximize CLSD funding and accelerate reading achievement.</p> <p>Contact Dr. Hope Swearingen for more information.</p>

			405-9270-4785 hope.swearingen@justrightreader.com
<input type="checkbox"/>	Legal ▾	Voucher Stance	Voucher Stance Document This document was requested by the Bromms as a consistent message by the ESUs. LP created a draft and had feedback to make clear this would be only after vouchers were evident in Nebraska. Not as a tool to advocate for or against the establishment of the voucher system. This is your document. How do you want it changed?
<input type="checkbox"/>	Legal ▾	ESUCC Legislative Day	Link to the Agenda with notes and Sign-Up (on the same document)
<input type="checkbox"/>	Information Technol... ▾	Affiliate Budget Question	Is there any reason the affiliates cannot submit their budgets during the preceding fiscal year? Can they submit earlier than January?
<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 • 11.1.2025-11.30.2025 • 12.1.2025-12.31.2025
<input type="checkbox"/>	FULL BOARD ▾	MSA	Draft in January Vote to approve in February
<input type="checkbox"/>	FULL BOARD ▾	LETRS Vol 2 - Lexia	Interest in the LETRS Vol 2 and EC Facilitator Training classes. One being held in September and the other in November.
<input type="checkbox"/>	FULL BOARD ▾		
New Since Committee Meetings			
<input type="checkbox"/>			
Old Business			
<input type="checkbox"/>	Select a Committee ▾		



ESUCC

Legal Committee Meeting

Thursday, January 15, 2026, 2:00 PM

ESU 10 plus Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 2:01 PM.

Dr. Bill Heimann (ESU 01): Present

Dr. Dan Schnoes (ESU 03): Present

Drew Harris (ESU 09): Absent

Dr. Melissa Wheelock (ESU 10): Present

John Poppert (ESU 11): Present

Phillip Picquet (ESU 15): Present

Dr. Takako Olson (ESU 18): Absent

Attendance Update Taken at 2:04 PM.

Drew Harris (ESU 09): Present

Attendance Update Taken at 2:11 PM.

Dr. Takako Olson (ESU 18): Present

1. Call to Order

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

The Legal Committee was called to order at 2:01pm.

1.1. Roll Call

2. Cooperative Purchasing (Coop) Report

Recommended Motion 1: Recommend to the ESUCC Board to approve the AEPA 026 Awards, as presented.

Recommended Motion 2: Recommend to the ESUCC Board to approve the AEPA 023 Extensions, as presented.

Recommended Motion 3: Recommend to the ESUCC Board to approve the AEPA 024 Extensions, as presented.

Recommended Motion 4: Recommend to the ESUCC Board to approve the AEPA 025 Extensions, as presented.

Recommended Motion 5: Recommend to the ESUCC Board to approve the Special Buy Contracts for Classlink and Scoby Brothers, as presented.

Recommend to the ESUCC Board to approve the AEPA 026 Awards, as presented Passed with a motion by Schnoes, Dan (ESU 03) and a second by Poppert, John (ESU 11).

Dr. Bill Heimann (ESU 01): Yea

Dr. Dan Schnoes (ESU 03): Yea

Drew Harris (ESU 09): Yea

Dr. Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea

Phillip Picquet (ESU 15): Yea

Yea: 6, Nay: 0

Recommend to the ESUCC Board to approve the AEPA 023 Extensions, as presented Passed with a motion by Schnoes, Dan (ESU 03) and a second by Heimann, Bill (ESU 01).

Dr. Bill Heimann (ESU 01): Yea

Dr. Dan Schnoes (ESU 03): Yea

Drew Harris (ESU 09): Yea

Dr. Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea

Phillip Picquet (ESU 15): Yea

Yea: 6, Nay: 0

Recommend to the ESUCC Board to approve the AEPA 024 Extensions, as presented Passed with a motion by Schnoes, Dan (ESU 03) 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

Recommend to the ESUCC Board to approve the AEPA 025 Extensions, as presented Passed with a motion by Schnoes, Dan (ESU 03) and a second by Picquet, Phillip (ESU 15).

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 Special Buy Contracts for Classlink and Scoby Brothers, as presented Passed with a motion by Schnoes, Dan (ESU 03) and a second by Heimann, Bill (ESU 01).

Dr. Bill Heimann (ESU 01): Yea

Dr. Dan Schnoes (ESU 03): Yea

Drew Harris (ESU 09): Yea

Dr. Melissa Wheelock (ESU 10): Yea

John Poppert (ESU 11): Yea

Phillip Picquet (ESU 15): Yea

Yea: 6, Nay: 0

2.1. Peterson Report

Craig Peterson, the Coop Director, reviewed the attached 2026-01 Coop Peterson Report.

3. Revision to Policy 1012. Formulation/Adoption of Administrative Regulations

In the board meetings preceding months when there is no board meeting, the ESUCC Board currently must have an action item authorizing the CEO to pay bills and obligations for that upcoming month. In the November board meeting, requests were made to the CEO to find other options for this routine agenda item. The language below is recommended as a revision to Policy 1012. By adding this language, the board would not need to have the approval item for CEO authorization to pay bills when meetings are not scheduled the following month.

In addition, the Board authorizes the CEO to review, approve, and pay necessary and routine financial obligations of the ESUCC, including but not limited to vendor invoices, contractual payments, utilities, payroll-related expenses, and other bills that come due prior to the next regularly scheduled Board meeting. This authority includes payment of obligations for the upcoming month when the Board will not meet, in order to prevent late fees, penalties, interest charges, service disruptions, or any other adverse financial impact to the ESUCC. All such payments shall be reported to the Board for ratification at its next regular meeting.

Recommended Motion: Recommend to the ESUCC Board to approve the revision to policy 1012, as presented.

Recommend to the ESUCC Board to approve the revision to policy 1012, as presented Passed with a motion by Heimann, Bill (ESU 01) 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

4. Revision to Policy 3017. Internal Controls

Amounts were updated in the Procurement section.

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

- 1) A procedure for micro-purchases (Under ~~\$10,000~~ **\$15,000**);
- 2) A procedure for simplified acquisition thresholds (between ~~\$10,000~~ **\$15,000** to ~~\$250,000~~ **\$350,000**);
- 3) A procedure for sealed bids (over ~~\$250,000~~ **\$350,000**);
- 4) A procedure for competitive proposals (with an explanation for why sealed bids were not accepted if over ~~\$250,000~~ **\$350,000**); and
- 5) A procedure for noncompetitive bids.

Recommended Motion: Recommend to the ESUCC Board to approve the revision to policy 3017, as presented.

Recommend to the ESUCC Board to approve the revision to policy 3017, as presented Passed with a motion by Poppert, John (ESU 11) and a second by Picquet, Phillip (ESU 15).

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

Dr. Takako Olson (ESU 18): Yea

Yea: 7, Nay: 0

5. Chief Executive Officer (CEO) Report

- CEO Report to the Board - January 2026

ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board - January 2026.

6. Legislative Updates

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

Jason Bromm from Bromm and Associates joined to provide a legislative update.

7. NDE Advocacy Priorities at 2:45pm CST

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, joined to discuss NDE advocacy priorities.

8. Next Meetings Agenda Items

9. Adjournment

The Legal Committee adjourned at 3:15pm.

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

1012. Formulation/Adoption of Administrative Regulations

The Board delegates to the CEO the authority to create specific regulations or procedures to guide ESUCC staff in the successful completion of their duties. These administrative regulations must be in every respect consistent with the policies adopted by the Board. The Board delegates to the Chief Executive Officer the authority to develop and implement regulations or procedures to guide ESUCC staff in the successful completion of their duties. These regulations must be in every respect consistent with the policies adopted by the Board. In the absence of specific Board Policy, the Chief Executive Officer is authorized to act in a manner consistent with the philosophy, duties, and in the best interest of the ESUCC.

In addition, the Board authorizes the CEO to review, approve, and pay necessary and routine financial obligations of the ESUCC, including but not limited to vendor invoices, contractual payments, utilities, payroll-related expenses, and other bills that come due prior to the next regularly scheduled Board meeting. This authority includes payment of obligations for the upcoming month when the Board will not meet, in order to prevent late fees, penalties, interest charges, service disruptions, or any other adverse financial impact to the ESUCC. All such payments shall be reported to the Board for ratification at its next regular meeting.

Date of Adoption:	November 20, 2024
Date(s) of Revision:	January 16, 2026

3017. Internal Controls

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

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

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

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

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

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

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

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

- 1) A procedure for micro-purchases (Under ~~\$10,000~~ **\$15,000**);
- 2) A procedure for simplified acquisition thresholds (between ~~\$10,000~~ **\$15,000** to ~~\$250,000~~ **\$350,000**);
- 3) A procedure for sealed bids (over ~~\$250,000~~ **\$350,000**);
- 4) A procedure for competitive proposals (with an explanation for why sealed bids were not accepted if over ~~\$250,000~~ **\$350,000**); and
- 5) A procedure for noncompetitive bids.

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

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

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

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

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

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

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

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

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

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the ESUCC's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the ESUCC's records;
- 2) Are not included as contributions for any other federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made

- available for such program can be applied to matching or cost sharing requirements of other federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
 - 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

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

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

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

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

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

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

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

Capitalization and Depreciation: The ESUCC will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, ESUCC staff will check costs against the selected items of cost requirements to

ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and ESUCC personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

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

Conflict of Interest: No ESUCC employee, agent, or Board Member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by or with federal funds. A “conflict of interest” includes, but is not limited to, a financial or other interest in or a tangible personal benefit from federal funds that would directly or indirectly benefit either (1) the employee, agent, or board member; (2) any member of their immediate family; or their spouse or partner, or (3) an organization that employs or is about to employ those individuals. ESUCC employees, agents, and Board Members may only accept gratuities, favors, or anything of monetary value from federally funded contractors in accordance with the ESUCC’s Conflict of Interest Policy. Any ESUCC employee, agent, or Board Member who knowingly violates these terms may be subject to discipline, up to and including termination of employment and/or referral for possible criminal prosecution.

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

Travel Costs: Travel costs (including transportation, lodging, subsistence, and related items) incurred by an employee who travels on official business for a federal award may only be charged to the federal award on an actual cost basis, a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected

days of the trip. The ESUCC will ensure that the method used will be consistent with the method normally allowed in similar circumstances in the ESUCC’s other travel and Board Policies. Any travel costs charged directly to a federal award must be documented to justify that (1) the individual’s participation is necessary for the federal award and (2) the costs are reasonable and consistent with the ESUCC’s travel costs and expectations. All travel costs must be reasonable and not in excess of what the ESUCC typically allows for other travel. All reasonable rates and amounts will be consistent with the rates and amounts established under 5 U.S.C. 5701-11.

Legal References:	2 CFR § 200, et seq; 2 CFR § 200.34 & 34 C.F.R. § 81.31; 2 CFR §§ 200.112 & 200.318; 2 CFR § 200.213; 2 CFR § 200.302; 2 CFR § 200.303; 2 CFR § 200.306; 2 CFR § 200.307; 2 CFR §§ 200.310-200.313; 2 CFR §§ 200.313; 2 CFR §§ 200.317 through 200.326; 2 CFR § 200.318(b); 2 CFR § 200.318(c)(1); 2 CFR § 200.318(i); 2 CFR § 200.319(d); 2 CFR § 200.321; 2 CFR § 200.324(a); 2 CFR § 200.324(b); 2 CFR § 200.326; 2 CFR § 200.333; 2 CFR §§ 200.430 & 200.431; 40 U.S.C. § 3141, et seq; 2 CFR §§200.436 & 200.439; 2 CFR § 200.475; 2 CFR § 200, Appendix II(I); 2 CFR § 200, Appendix II(H); 2 CFR § 200, Appendix II(B); 2 CFR § 200, Appendix II(A); 2 CFR § 200, Appendix II(G)
Date of Adoption:	October 17,2025
Date(s) of Revision:	January 16, 2026



Information Services Committee Report

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

PROJECT DIRECTOR: Andrew Easton

REPORT PERIOD: November-December 2025

COMMITTEE REPORT: CHIEF LEARNING OFFICER

Teaching and Learning Efforts (Organized alphabetically by initiative)

- **Accessibility**
 - Presented on the [Nebraska ESUCC Accessibility Support Site](#) to ESU 8 staff
 - Shared about the topic of accessibility and the ESUCC Accessibility Support Site at the ESU 17 Superintendents' December Meeting
 - Collaborated with NDE on adding the ESUCC Accessibility Support Site to the resources on the Rule 84 effort's [SupportED site](#)

- **Artificial Intelligence**
 - Presented a two hour training on AI in education at Creighton Community Schools 1/5
 - Solidified a partnership with/between the ESUCC, [Great Minds \(Wit & Wisdom\)](#), and Swivl ([M2](#)) in an effort to develop an AI support for teachers and literacy coaches.
 - [Seeking schools that use Wit & Wisdom materials to partner with for the pilot this spring](#) with the intent of arriving at a deliverable product by the start of the 2026-2027 school year.

- **Behavior Intervention Training & Teacher Support Act (BITS)**
 - Currently coordinating efforts to create support resources for schools and BITS facilitators that would support the effective delivery and count for BITS.

- **Communication, Professional Learning, and Presentations**
 - [Launching "The Nebraska Ed Leaders Live Show"](#) as a collaborative project with the NDE SEED Team and NCSA. First installment will air across all our social media platforms on Friday, January 23rd featuring Dr. John Skretta. Each will be recorded and made available for those unable to attend live.

- **ESUCC Updates**
 - Ongoing efforts toward the ESUCC.org site redesign that will be available in March 2026
 - Finalized [the new brand kit for the ESUCC](#), inclusive of colors and logos
 - Continued efforts regarding the **Affiliate Member Directory** that will filter by things like ESU, affiliate group, area of expertise, cadre(s), etc.
 - Ongoing work toward developing an ESU affiliate facing ESUCC newsletter that we intend to release this spring

- **SORA Report**
 - Total Unique Users
 - December: 7
 - November: 12
 - October: 15
 - Total Checkouts
 - December: ?
 - November: ?
 - October: 21

- **SUPPORTED Site: A Rule 84 Professional Learning Group Collaboration**
 - Finalized a shareable [statewide professional learning calendar](#)
 - Finalized a [the Digital Citizenship page](#) of the SupportedED Site
 - Linked the ESUCC Accessibility Site, the Nebraska Learning Network, and the Future Ready Nebraska site in the Resources tab
 - A page on AI is up next

Social Media and Podcast Numbers/Reach Over Time

- **The Good Life EDU Podcast**
 - Created 3 new episodes of [The Good Life EDU](#) Podcast
 - **Episode 228: [A New Avenue to Impact: How Nebraska Is Opening Pathways for Professionals to Become Educators](#)** with State Senator Kathleen Kauth
 - **Episode 227: [Four Years In: What One District Learned by Treating AI as an Instructional Shift, Not a Tech Trend](#)** with Kris Hagel of Peninsula School District in Washington state
 - **Episode 226: [Moving Past the Hype: Becky Keene on What AI Can Really Do for Teaching & Learning](#)**

- **Twitter X Follower Numbers**
 - November+December (1563) (-31)
 - October (1594) (-3)
 - September (1597) (+4)

o	May-August (1593) (+26)	
o	April (1567) (+4)	
o	March (1563) (+9)	
o	February (1554) (-7)	
o	January (1556) (-9)	
2025		
o	November+December 1565 (-102)	
o	October 1667 (-18)	
o	September 1685 (+24)	
o	May-August 1661 (+51)	
o	April 1610 (+11)	
o	March 1599 (+11)	
o	February 1588 (+11)	
o	January 1577 (+28)	Reach Count Discontinued
2024		
o	November+December 1549 (+8)	Reach: 3.6K
o	October 1541 (+28)	Reach: 5.8K
o	September 1513 (+18)	Reach: 10.3K
o	August 1495 (+41 Summer)	Reach: 9.2K
o	July	Reach: 9.8K
o	June	Reach: 9.2K
o	May	Reach: 16.2K
o	April 1454 (+11)	Reach: 19.7K
o	March 1443 (+16)	Reach: 17.6K
o	February 1427 (+12)	Reach: 14.1K
o	January 1415 (+13)	Reach: 13.6K
2023		
o	December 1402 (+7)	Reach: 5.6K
o	November 1395 (-8)	Reach: 6K
o	October 1403 (+46)	Reach: 3.5K
o	September 1357 (+14)	Reach: 9K
o	August 1343 (+19)	Reach: 8K
o	July 1325 (+9)	Reach: 8.6K
o	June 1316 (+13)	Reach: 10.7K
o	May 1303 (+8)	Reach: 17.6K
o	April 1295 (+1)	Reach: 8.9K
o	March 1294 (+10)	Reach: 17.9K
o	February 1284 (+12)	Reach: 23.4K
o	January 1272 (+14)	Reach: 31.2K
2022		
o	December: 1258 (+8)	Reach: 6,737
o	November: 1250 (+14)	
o	October: 1236 (+41)	
o	September: 1195 (+71)	
o	August: 1124 (+17)	
o	July: 1107 (+34)	

- o June: 1083 (+12)
- o May: 1071 (+70)
- o April: 1001 (+64) *Broke 1000 followers
- o March: 937 (+82)
- o February: 855 (+82)
- o January: 773 (+83)

2021

- o December: 690 (+67)

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

- o December Views: 3.1K
- o November Views: 2.6K
- 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 November+December | PV: 38 | Impressions: 1,546 |
| 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			

Technology Division Report

January, 2026

Software Development

Todd Hatcher and I have had initial meetings with potential partners to consult or co-develop software enhancements and tune up our development team, standards and practices.

Accessibility work is well underway for our SMART and NVIS projects. We are consulting with Nate McClenahan on the SMART and transitions of that work as he moves toward retirement this summer. The team is also working on updates to our Behavior Intervention Reporting Tool (BIRT), Textbook loan, Project Para and SRS software projects.

SteadFast

SteadFast is a software agent that school districts may use at no charge on their district-owned devices to measure and record the quality of broadband Internet service when those devices are used outside of the school network. This can be helpful in determining the quality of available Internet services, identify areas where service is weak or unavailable and provide data to share with providers and policy makers



Cybersecurity Update

Protecting Our Digital World

What is Cybersecurity?

Cybersecurity is the art of protecting networks, devices, and data from unauthorized access or criminal use and the practice of ensuring confidentiality, integrity, and availability of information. – CISA

Cybersecurity in schools means keeping classes, school operations, and student information safe so learning isn't interrupted and private data stays private.



2025 MS-ISAC K-12 Report

 **5000 Districts Responded**

82% experienced cyber threat impacts

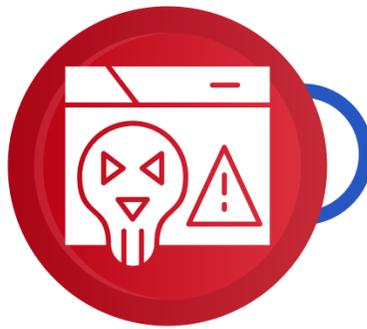
14,000 security events reported

9,300 confirmed cybersecurity incidents



Top Threats

- Ransomware Attacks
- Malvertisement
- Phishing and Social Engineering
- Data Breaches
- Denial-of-service Attacks



Trends of cybercriminals



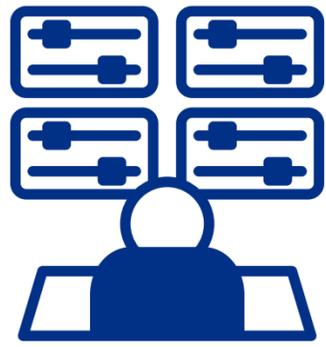
Focusing on the human element



Critical times to maximize disruption

[2025 MS-ISAC K-12 Report link](#)





NOC-NATA Cybersecurity Priorities



Technical & Procedural Safeguards

Multi-Factor Authentication

Vulnerability Scanning

Endpoint Detection & Response (EDR)

Air-Gapped, Immutable Backups

Staff Cyber Awareness Training

Policy & Configuration Controls

Least Privilege

No local administrator rights

Network Segmentation

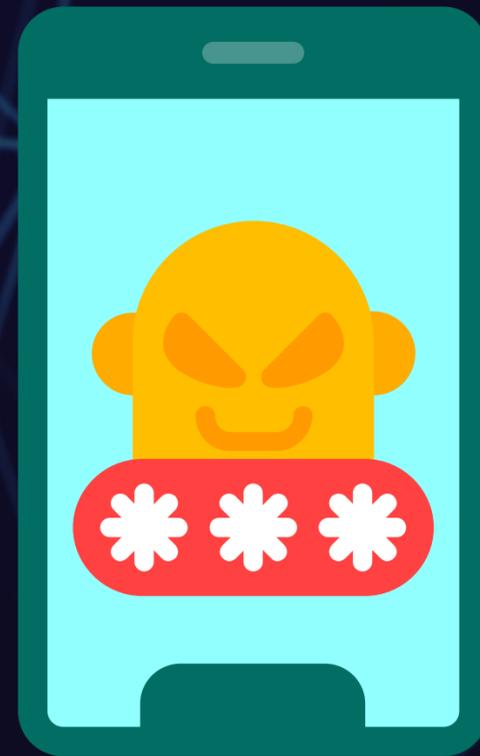
Centralized Patch Management

Secure Password Management

Recent Cyber Incidents



Phishing



**Social
Engineering**



Ransomware



STATE AND LOCAL
CYBERSECURITY
GRANT PROGRAM



Year 1 Projects

- **Cyber Assessments**
- **Resolute Guard (7 ESUs)**
- **NCNE (10 ESUs)**

Year 2 Projects

- **Cyber event logging**
- **Elastic software**
- **Some follow-up assessments**
- **16 ESUs participating**

Year 3 Proposals - FY2024

- **Enhanced backup services (off-site, immutable)**
- **Incident Response Planning workshops**
- **End-user training subsidy (Proofpoint, Cybernut, or KnowBe4)**
- **NE State Committee will meet to review Jan-Feb 2026**

Year 4 - FY2025

- **Emphasis: Develop, update and implement cybersecurity plans**
- **NE Application priorities & application timeline not determined yet**



LB 599

**\$250,000 / year starting 2026-2027 for
cybersecurity coordination (NDE & ESUCC)**

**\$4 million / year starting 2027-2028 for
cybersecurity products & services support**

Cyber assessment required for districts & ESUs to access funds

Eligible products & services coordinated w/OCIO, NDE & ESUCC

NDE, OCIO & ESUCC met, provided feedback to Sen. DeBoer



10,000 licenses

Renew March, 2026

**Current cost:
\$11 per user**

STEPS

zenguide™

knowbe4

CyberNut

**NOC Evaluation
Decision & Renewal
by August, 2026
Current cost: \$3.69
per staff member**

Possibilities



**Facilitated
Cyber
Assessment
Workshops**

**Joint Security
Operations
Center (JSOC)
Monitoring**

**Cyber
Incident
Reporting and
Information
Sharing**

FUTURE

CEO Report to the Board

January 2026

Jan 15, 2026 Committees

Jan 16, 2026 Board

New Business			
<input checked="" type="checkbox"/>	Executive ▾	2026-2028 Master Calendar	<ul style="list-style-type: none"> • 2026-2027 • 2027-2028
<input checked="" type="checkbox"/>	Executive ▾	PowerSchool and ESU 10 school support	Update on status ESUCC PowerSchool
<input type="checkbox"/>	Educational Resour... ▾	BITS Report	2025 Submission of Annual Report - Behavioral Intervention Training and Teacher Support Act
<input type="checkbox"/>	Educational Resour... ▾	PDO/PO Resources (May be on Andrew's Report)	Need to decide: To move PDO/PO resources to Canvas for 2 yrs (NDE pays) then the ESUs pick it up after that if that is what you all want us to do at that point.
<input type="checkbox"/>	Educational Resour... ▾	Delta-T Group Overview	Education Referral Solutions
<input type="checkbox"/>	Educational Resour... ▾	Affiliate Budget Question	Is there any reason the affiliates cannot submit their budgets during the preceding fiscal year? Can they submit earlier than January?
<input type="checkbox"/>	Educational Resour... ▾	Just Right Readers	<p>Samples provided. Just Right Reader aligns perfectly with Nebraska literacy and CLSD priorities by delivering:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Evidence-based literacy resources backed by ESSA Level II research and aligned to the Science of Reading <input type="checkbox"/> Birth–12th grade programs spanning Early Childhood, K–5 phonics, Secondary Success, and summer literacy packs designed for use in school, at home, and everywhere <input type="checkbox"/> Built-in family engagement and educator support, including phonics video lessons in 14+ languages, ready-to-use small-group resources, and professional development <p>Watch a 2-minute video to learn how districts are partnering with Just Right Reader to maximize CLSD funding and accelerate reading achievement.</p> <p>Contact Dr. Hope Swearingen for more information.</p>

			405-9270-4785 hope.swearingen@justrightreader.com
<input type="checkbox"/>	Legal ▾	Voucher Stance	Voucher Stance Document This document was requested by the Bromms as a consistent message by the ESUs. LP created a draft and had feedback to make clear this would be only after vouchers were evident in Nebraska. Not as a tool to advocate for or against the establishment of the voucher system. This is your document. How do you want it changed?
<input type="checkbox"/>	Legal ▾	ESUCC Legislative Day	Link to the Agenda with notes and Sign-Up (on the same document)
<input type="checkbox"/>	Information Technol... ▾	Affiliate Budget Question	Is there any reason the affiliates cannot submit their budgets during the preceding fiscal year? Can they submit earlier than January?
<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 • 11.1.2025-11.30.2025 • 12.1.2025-12.31.2025
<input type="checkbox"/>	FULL BOARD ▾	MSA	Draft in January Vote to approve in February
<input type="checkbox"/>	FULL BOARD ▾	LETRS Vol 2 - Lexia	Interest in the LETRS Vol 2 and EC Facilitator Training classes. One being held in September and the other in November.
<input type="checkbox"/>	FULL BOARD ▾		
New Since Committee Meetings			
<input type="checkbox"/>			
Old Business			
<input type="checkbox"/>	Select a Committee ▾		



ESUCC

Information Services Committee Meeting

Thursday, January 15, 2026, 3:30 PM

ESU 10 plus Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 3:30 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 3:30pm.

1.1. Roll call

2. NDE Information Systems Officer Introduction and Questions

NDE Information Systems Officer, Chris Wlaschin, will introduce himself and share his priorities.

Chris Wlaschin, NDE Information Systems Officer, attended the committee to introduce himself.

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 Cyber Security Spotlight document.

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

4.1. Network Operations Coordinator (NOC)

NOC will present their budget request for 2026 - 2027.

Ben Wilson, NOC Chairperson, reviewed the attached NOC Affiliate Budget Request 2026-2027 document.

5. Chief Executive Officer (CEO) Report

- CEO Report to the Board - January 2026

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

5.1. Technology Division

ESUCC CIO Isaacson reviewed the attached Tech Division Report 2026-01 document.

5.2. Teaching and Learning Division

ESUCC CLO Easton, reviewed some items on the attached Teaching & Learning ESUCC Info Services Committee Report document. The rest of the information will be shared with the full board at the board meeting on Friday, January 16, 2026.

6. Next Meeting Agenda Items

7. Adjournment

The Information Services Committee Meeting adjourned at 4:09pm.

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



Affiliate Budget Request

Budget Year: 20__ - 20__

Affiliate: ESPD NOC SDA TLT

Affiliate Contact(s): _____

Request 1

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Request 2

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	



Request 3

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Request 4

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Request 5

Title	
Description	
How will this support the goal and mission of the affiliate group?	



How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Request 6

Title	
Description	
How will this support the goal and mission of the affiliate group?	
How does this align with ESUCC Goals and ESUCC/NDE Priority Areas?	
Projected Costs (Include fees, materials, expenses, etc.)	

Total of ALL Projected Costs: _____

Submitted By: _____

<p>Office Use Only</p> <p>Date Reviewed At Board Meeting: _____</p> <p>Budget Request Approved, Denied, or On Hold - Need Additional Info: _____</p> <p>Notes:</p>
