ESUCC
ESUCC Regular Board Meeting
Friday, May 15, 2026, 8:30 AM
ESU 10, 76 Plaza Blvd, Kearney, NE 68845

Posted Locations:

Omaha World-Herald
ESUCC webpage
NE Public Meetings

Posted Date: 05/07/2026

Attendance Taken at 8:32 AM.

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

Gerald Kuhn not present.
Attendance Update Taken at 11:16 AM.

Marci Ostmeyer (ESU 07): Absent
Gerald Kuhn not present.

1. Call to Order
   The Board Meeting was called to order at 8:32am.

1.1. Roll Call

2. Welcome Visitors
   No additional visitors present.

3. Public Comment
   No public comments were provided.

4. Consent Agenda Items

4.1. Approval of Minutes

4.2. Policy 3027. Internet Safety Policy

4.3. Policy 4013. Leave Time

4.4. Policy 4014. Workers' Compensation

4.5. Policy 4015. Tort Claims

4.6. Policy 4016. Outside Employment/Non-ESUCC Employment

4.7. Travel Expenses Exceeding Per Diem

4.8. Cooperative Contracts

5. Nebraska Council on Teacher Education Update
   ESUCC CEO Dr. Polk introduced Dr. Ashley Tomjack. Dr. Tomjack reviewed the attached NCTE State Statute 79-810 Information_ESUCC Regular Board Meeting and Equivalent professional education approval - DRAFT documents.

   Would additional staffing be billed out to the districts?
   - There is no funding attached. It is unclear if a consortium can take place. ESUs cannot be considered an accredited school district.

   The ESUs are not interested in being the default at this time.

   If there is additional feedback, send it to Dr. Polk, so the feedback can be compiled and sent

to Dr. Tomjack by the end of May.

The board meeting recessed at 8:56am to attend the NDE Sped webinar as a group.

6. Coop Project Profile
The board meeting resumed at 9:22am.

Craig Peterson, Cooperative Purchasing Director, reviewed the attached Coop - Board Project Profile document.

7. Petitions and Communications to the Board

7.1. Learning Community Update
No one from the Learning Community is present.

7.2. NCSA - Ambassador Program Updates
Kevin Wingard, NCSA Ambassador, reviewed the attached NCSA Ambassador ESU ESUCC May 15, 2026 Report document.

7.3. State Board of Education and Nebraska Department of Education Report
Dr. Shirley Vargas, NDE School Transformation Officer & Office Administrator, provided a quick update and encouraged the board to review the linked NDE Updates 2025-26 document.

7.4. Association of Education Service Agency (AESA) Report
Dr. Dan Schnoes, ESU 3 Administrator, reviewed the attached AESA 2026-27 (Spring) Program Guide document.

Dr. Schnoes shared that he recently participated in a trip with AESA to Beijing 101, one of the top schools in China. During the visit, AESA participated in the school's 80th anniversary celebration, and an agreement was signed to continue the collaborative partnership for the next five years.

Dr. Schnoes, with AESA, went to visit Portugal and Spain shortly after the trip to China.

The Summer Leadership Conference will be held in California in July. The Central Region Symposium will be held in North Dakota in October.

8. Sparq Negotiations Update
Dr. Brian Maschmann, ESU 6 Administrator, reviewed the attached Revised SPARQ negotiations document and the attached SPARQ Other Bargaining Units Position Reference document. SPARQ Negotiations will be discussed at the June Business Manager meeting. Dr. Maschmann would like to have suggested edits to Darion Miller - SPARQ, by the end of

May.

9. Chief Executive Officer (CEO) Report
ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board - May 2026 document.

10. SMART Committee Report
ESUCC CEO Dr. Polk provided the SMART Committee Report. ESUCC CEO Dr. Polk, ESUCC CIO Scott Isaacson, and Nathan McClenahan — ESU 10, were able to meet on May 13, 2026, to draft a SMART roadmap.

11. Committee Reports

11.1. Executive Committee Report

11.1.1. Claims, Financial Statements, and Assets for the Month of April
ESUCC CEO Dr. Polk reviewed the attached Budget Summary April 2026 document.

11.1.2. April expenses to be paid in May

11.1.3. Employment contract for Nikki Muller, PowerSchool Support Specialist

11.1.4. Employment Contract for Ellie Schroeder, PowerSchool Support Specialist

11.1.5. Revised Contract for Shara Johnson, Canvas Specialist

11.2. Education Resources
Dr. Laura Barrett, ESU 13 Administrator, provided the update for the Educational Resources Committee Meeting.

11.3. Legal Committee
Phillip Picquet, ESU 15 Administrator, provided the Legal Committee update.

11.3.1. Board Member Mileage

11.4. Information Services Committee
James McGown, ESU 16 Administrator, provided the Information Services Committee meeting update.

12. ESU Share Out and New Chief Administrator Topics

The board expressed its appreciation for the NDE Board meeting notes provided by Dr. Kanyon Chism, ESU 19 Administrator.
Geraldine Erickson, ESU 17 Administrator, shared concerns regarding a potential property tax issue in her district related to uncertainty involving an LLC.

Core service funding numbers were released.

13. Adjournment

The Board Meeting was adjourned at 11:42am.

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

# Nebraska Open Meetings Act

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

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

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

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

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

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

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

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

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

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

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

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

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

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

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

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

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

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

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

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and

(III) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

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

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

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

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

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

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

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

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

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

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

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

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (2)(b)(i) and (ii) of this section.

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

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

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

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

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

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

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

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an instate location to members, the public, or the press, if requested twenty-four hours in advance;

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

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

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

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

(8) Public bodies shall make available at the meeting or the instate location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act 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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**ESU 13 - Dr. Laura Barrett**
4215 Avenue I
Scottsbluff, NE 69361-4902
Cell: 308-631-3933
W: 308-635-3696
F: 308-633-3752
LBarrett@esu13.org

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

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

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

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

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

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

ESUCC
ESUCC Regular Board Meeting
Friday, April 17, 2026, 8:30 AM
ESU 3 plus Zoom, 6949 South 110th Street, La Vista, NE 68128

Posted Locations:

Omaha World-Herald
ESUCC webpage
NE Public Meetings

Posted Date: 4/8/2026

Attendance Taken at 8:30 AM.

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

Gerald Kuhn - 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 Board Meeting was called to order at 8:30am.

1.1. Roll Call

Dr. Dan Schnoes, ESU 3 Administrator, will be absent.

2. Welcome Visitors
**Notice to visitors:** To be heard at this meeting, the "Request to be Heard" form, must be completed and submitted to the Secretary to the Executive Director of ESUCC. The President of the Board of ESUCC will call upon visitors wishing to address the Board in the order they were submitted or by subject.
No visitors present.

3. Public Comment

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

No public comments provided.

4. 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 McNiff, Brenda (ESU 05).

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

Yea: 16, Nay: 0

4.1. Approval of Minutes
**This is a consent item.**

4.2. Policy 3015. Disposal of Property
**This is a consent item.**

4.3. Policy 4002. Employee Classifications
**This is a consent item.**

4.4. Policy 4003. Job Descriptions
**This is a consent item.**

4.5. Policy 4004. Selection and Assignment of Employees
**This is a consent item.**

4.6. Policy 4009. Compensation
**This is a consent item.**

4.7. Policy 4012. Employee Benefits Compensation
**This is a consent item.**

4.8. Travel Expenses Exceeding Per Diem

- Scott Isaacson, ESUCC CIO - ESUCC Committee Meetings, Board Meeting, NRCSA Spring Conference (March 17-20, 2026)
    - Lodging: Per Diem = $330. Actual Cost = $767

- Meals: Per Diem = $238. Actual Cost = $51.92
    - Total Overage = $250.92

- Andrew Easton, ESUCC CLO - ESUCC Board Meeting and NRCSA (March 18-19, 2026)
    - Lodging: Per Diem = $110. Actual Cost = $269
    - Meals: Per Diem = $102. Actual Cost = $0
        - Total Overage = $57.00

**This is a consent item.**

4.9. Cooperative Contracts
**This is a consent item.**

5. Project Profile - Cybersecurity
ESUCC Chief Information Officer (CIO) Scott Isaacson reviewed the attached K12 Education Cybersecurity Act document.

6. Petitions and Communications to the Board

6.1. Learning Community Update
Gerald Kuhn, attended via Zoom to provide a Learning Community Update. The Learning Community was able to get the CAP plan approved. LB 924 - waiting for the Governor to sign. Mr. Kuhn left the meeting at 9:00am.

6.2. NCSA - Ambassador Program Updates
Kevin Wingard, NCSA Ambassador, will not be able to attend the meeting so he provided the attached report for review.

6.3. 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 document.

6.4. Association of Education Service Agency (AESA) Report
Dr. Schnoes is on his way back from Portugal for the AESA Leadership Academy.

North Dakota external review started last week.

7. Chief Executive Officer (CEO) Report

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

Dr. Brian Maschmann provided an update on the Policy Support Service.

8. SMART Committee Report

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
The SMART Admin Work group will meet next week. The Arkansas SMART site will be ready to go for the 2026-2027 school year. There are three other states interested but have not fully committed. The SMART Tool has had some improvements. Opportunity to collaborate in some fields, school improvement goal(s) field, service list features to include a toggle for descriptions and funding sources.

9. Committee Reports

9.1. Executive Committee Report
The Board President will provide an update from the committee meeting held on April 16, 2026.

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

9.1.1. Claims, Financial Statements, and Assets for the Month of March
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 March.
ESUCC CEO Dr. Polk reviewed the attached Budget Summary March 2026 Updated document. Discuss, consider, and take all necessary action to approve the claims, financial statements, and assets for the month of March Passed with a motion by Dahl, Corey (ESU 08) and a second by Barrett, Laura (ESU 13).

| | |
|---|---|
| Dr. Bill Heimann (ESU 01): | Yea |
| Mitch Hoffer (ESU 02): | Yea |
| Gregg Robke (ESU 04): | Yea |
| Dr. Brenda McNiff (ESU 05): | Yea |

| | |
|---|---|
| Dr. Brian Maschmann (ESU 06): | Yea |
| Marci Ostmeyer (ESU 07): | Yea |
| Corey Dahl (ESU 08): | Yea |
| Drew Harris (ESU 09): | Yea |
| Dr. Melissa Wheelock (ESU 10): | Yea |
| John Poppert (ESU 11): | Yea |
| Dr. Laura Barrett (ESU 13): | Yea |
| Phillip Picquet (ESU 15): | Yea |
| James McGown (ESU 16): | Yea |
| Geraldine Erickson (ESU 17): | Yea |
| Dr. Takako Olson (ESU 18): | Yea |
| Dr. Kanyon Chism (ESU 19): | Yea |

Yea: 16, Nay: 0

9.1.2. March Expenses to be Paid in April

**Committee Recommended Motion:** Discuss, consider, and take all necessary action to approve the March expenses to be paid in April.
Discuss, consider, and take all necessary action to approve the March expenses to be paid in April Passed with a motion by Heimann, Bill (ESU 01) and a second by Erickson, Geraldine (ESU 17).

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

Yea: 16, Nay: 0

9.1.3. Mileage for Board Members
The mileage reimbursement discussion will continue, and the Executive Committee will make a

recommendation to the board.

**Committee Recommended Motion:** Discuss, consider, and take all necessary action to approve Exhibit A of the Mileage Reimbursement for ESUCC Board Meetings Options and Fiscal Impact document, as presented, with mileage being paid from the ESU site to the ESUCC Meeting Location and back, beginning 2026-2027 fiscal year (September 1).
Procedure and policy will be brought back to the board.
Discuss, consider, and take all necessary action to approve Exhibit A of the Mileage Reimbursement for ESUCC Board Meetings Options and Fiscal Impact document, as presented, with mileage being paid from the ESU site to the ESUCC Meeting Location and back, beginning 2026-2027 fiscal year (September 1) Passed with a motion by Dahl, Corey (ESU 08) and a second by Erickson, Geraldine (ESU 17).

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

Yea: 16, Nay: 0

9.2. Education Resources
The Committee Chairperson(s) will provide an update from the committee meeting held on April 16, 2026.

Committee Members:

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

ESUCC 13 Administrator, Dr. Laura Barrett provided the update for the Education Resources Committee Meeting. ESUCC CEO Dr. Larianne Polk provided an update on the LETRS Facilitator Charter Agency. ESUCC CLO Andrew Easton provided an update on the 2027 May PO celebration event and provided an update on AI.

9.3. Legal Committee
The Committee Chairperson(s) will provide an update from the committee meeting held on April 16, 2026.

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

Dr. Wheelock - Co-Chair, provided the update for the Legal Committee.

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

9.3.1. ESUCC Legislative Priorities
Discuss any relevant legislative bills or concepts and provide direction for CEO Polk.
ESUCC CEO Dr. Larianne Polk reviewed the attached Session-End Report of ESUCC Legislative Positions 2026 document.

Curt Bromm and Payton Coulter from Bromm & Associates, were in attendance and providing legislative updates. Bromm & Associates wanted to recognize ESUCC CEO Dr. Polk for the time and effort she spent at the Capitol advocating for the cybersecurity bill.

9.4. Information Services Committee
The Committee Chairperson(s) will provide an update from the committee meeting held on April 16, 2026.

Committee Members:

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

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

10. ESU Share Out and New Chief Administrator Topics
Dr. Heimann, ESU 1 Administrator, provided an update on staffing.

TeamMates READ Grant - Derek Gangwish sent an email out to the READ contacts. John Poppert, ESU 11 Administrator, will be bringing in the mentor/mentees in early August. Retiring individuals cannot be a TeamMates mentor within the 120 days after retirement.

Administrative Professional Day next week.

Dr. Laura Barrett, ESU 13 Administrator, noted the areas impacted by fires will not have to pay property tax for the year. This may be something the administrators want to pay attention to.

11. Adjournment
The board meeting adjourned at 11:14am.

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

## 3027. Internet Safety Policy

It is the policy of the ESUCC to comply with the Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA). With respect to the ESUCC's computer network, the ESUCC shall: (a) protect against user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including so-called "hacking," and other unlawful activities online; (d) protect against unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the ESUCC's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. Supervision and Monitoring. It shall be the responsibility of all members of the ESUCC staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Administrator and the Administrator's designees.

5. Parental Consent. The ESUCC shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.

6. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

| | |
|---|---|
| Legal Reference: | 47 USC § 254 (Children's Internet Protection Act) |
| Date of Adoption: | October 17, 2025 |
| Date(s) of Review: | May 15, 2026 |

## 4013. Leave Time

ESUCC employees must follow the applicable handbook and supervisor directives on acceptable leave procedures.

The type and number of leave days for which an ESUCC employee is eligible will be provided and maintained by the Chief Executive Officer or designee.

| | |
|---|---|
| Legal Reference: | Neb. Rev. Stat. § 79-1247 |
| Date of Adoption: | April 14, 2025 |
| Date(s) of Review: | May 15, 2026 |

## 4014. Workers' Compensation

Employees are required to report any work-related injury and/or work-related medical condition to the Chief Executive Officer and ESU No. 17 Administrator immediately (or as soon as reasonably practical) and complete all appropriate paperwork requested by the Chief Executive Officer or ESU No. 17 Administrator.

| | |
|---|---|
| Legal Reference: | Neb. Rev. Stat. § 48-101, et seq |
| Date of Adoption: | April 14, 2025 |
| Date(s) of Review: | May 15, 2026 |

## 4015. Tort Claims

Tort claims must be filed with and received by the ESUCC Chief Executive Officer.

| | |
|---|---|
| Legal Reference: | Neb. Rev. Stat. § 13-905, et seq |
| Date of Adoption: | April 14, 2025 |
| Date(s) of Review: | May 15, 2026 |

## 4016. Outside Employment / Non-ESUCC Employment

Employees shall not perform any outside work or services during their ESUCC working hours.In addition, employees shall not engage in outside employment which conflicts with their duties for or the purpose of the ESUCC (such as working for a competing software program or outside agency that provides comparable services). Any ESUCC employee who considers a secondary job that might conflict with their duties (or give the appearance of conflicting) with the ESUCC must notify the Chief Executive Officer in writing and receive advance written permission from the Chief Executive Officer before accepting such outside employment.

Employees who suffer a non-ESUCC work-related injury are required to notify the Chief Executive Officer of ESUCC and Administrator of ESU 17 of the injury.

| | |
|---|---|
| Legal Reference: | Neb. Rev. Stat. § 79-1247 |
| Date of Adoption: | April 14, 2025 |
| Date(s) of Review: | May 16, 2026 |

# RESOLUTION

WHEREAS, on May 15, 2026, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreements with:

- Nebraska Game & Parks Commission
- Mid Plains Community College
- Western Nebraska Community College
- City of Crete

to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

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

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

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

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

It was so moved by _____ and seconded by _____ this 15th day of May, 2026.

Roll call vote as follows:

| | Name | Yes | No |
|---|---|---|---|
| ESU 1: | _____ | ___ | ___ |
| ESU 2: | _____ | ___ | ___ |
| ESU 3: | _____ | ___ | ___ |
| ESU 4: | _____ | ___ | ___ |

ESU 5: _____ ___ ___

ESU 6: _____ ___ ___

ESU 7: _____ ___ ___

ESU 8: _____ ___ ___

ESU 9: _____ ___ ___

ESU 10: _____ ___ ___

ESU 11: _____ ___ ___

ESU 13: _____ ___ ___

ESU 15: _____ ___ ___

ESU 16: _____ ___ ___

ESU 17: _____ ___ ___

ESU 18: _____ ___ ___

ESU 19: _____ ___ ___

# INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

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

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

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

WHEREAS, the ESUCC and City of Crete desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

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

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

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

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Employment Eligibility Verification.** The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in

the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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

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

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ESUCC: ESUCC
Attn: Executive Director

6949 South 110th Street
LaVista, NE 68128

City of Crete: City of Crete
Attn: _____
243 E 13th St
Crete, NE 68333

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

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

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

**21. Entire Agreement.** The Agreement is the complete and

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

**EDUCATIONAL SERVICE UNIT**
**COORDINATING COUNCIL**

Signature:_____Date: _____
Larianne Polk
Chief Executive Officer

_____

Signature:_____Date: _____

Printed Name: _____

Title: _____

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

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

WHEREAS, the ESUCC and Mid Plains Community College desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

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

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

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes

and ordering procedures;

WHEREAS, Mid Plains Community College commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

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

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

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

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purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

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

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

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

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

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

WNCC: Mid Plains Community College
Attn: _____
1101 HALLIGAN DR
North Platte, NE 69101

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

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

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**EDUCATIONAL SERVICE UNIT**
**COORDINATING COUNCIL**

Signature:_____Date: _____
Larianne Polk
Chief Executive Officer

_____

Signature:_____Date: _____

Printed Name: _____

Title: _____

# INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

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

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

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

WHEREAS, the ESUCC and Nebraska Game and Parks Commission desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

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

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

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of

Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Nebraska Game and Parks Commission commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

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

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

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

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

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

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12. **Employment Eligibility Verification.** The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and

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

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

NE Game and Parks: Nebraska Game and Parks Commission
Attn: _____
2200 N 33rd Street
Lincoln, NE 68503

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

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**EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL**

Signature:_____Date: _____
Larianne Polk
Chief Executive Officer

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Signature:_____Date: _____

Printed Name: _____

Title: _____

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

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with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

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ESUCC: ESUCC

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

WNCC: Western Nebraska Community College
Attn: _____
1601 E 27th Street
Scottsbluff, NE 69361

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**EDUCATIONAL SERVICE UNIT**
**COORDINATING COUNCIL**

Signature:_____Date: _____
Larianne Polk
Chief Executive Officer

_____

Signature:_____Date: _____

Printed Name: _____

Title: _____

## AEPA #023.5-B Playground & Recreational Equipment

# EXTENSION OF AGREEMENT

made by and between

## Romtec, 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, as modified by fully agreed upon Exceptions and Deviations, if any, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2026 – May 31, 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 _____

# 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

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| | | | |
|---|---|---|---|
| **Business Name** | Blick Art Materials LLC | **Date** | 2/5/2026 |
| **Address** | PO Box 1267 | **City, State Zip** | Galesburg, IL 61402 |
| **Contact Person** | Heather Havens | **Title** | Director of Institutional Sales |
| **Authorized Signature** | Heather B Havens | **Title** | Director of Institutional Sales |
| **Email** | contracts@dickblick.com | **Phone** | 800-704-7744 |

## 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 May 31, 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** | |

**Date Awarded** May 15, 2026 **Contract Number** AEPA 026.5A Ind-Arts-CTE

**Contract to commence-check one (Member Agency to select)** ☐ 6/1/2026 ☒ **Or** Date Signed

# Acceptance of Solicitation & Contract

Association of Educational Purchasing Agencies

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| | | | |
|---|---|---|---|
| **Business Name** | MIDWEST TECHNOLOGY PRODUCTS | **Date** | 2-4-2026 |
| **Address** | 2600 BRIDGEPORT DRIVE | **City, State Zip** | SIOUX CITY IA 51111 |
| **Contact Person** | SARAH CRUZ | **Title** | CONTRACT MANAGER |
| **Authorized Signature** | Sarah Cruz | **Title** | CONTRACT MANAGER |
| **Email** | SCRUZ@MIDWESTTECHNOLOGY.COM | **Phone** | 800-831-5904 |

## 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 May 31, 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** | | | |
| **Date Awarded** | May 15, 2026 | **Contract Number** | AEPA 026.5A Ind-Arts-CTE |
| **Contract to commence-check one (Member Agency to select)** | ☐ 6/1/2026 | ☒ **Or** | Date Signed |

# Acceptance of Solicitation & Contract

Association of Educational

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| | | | |
|---|---|---|---|
| **Business Name** | Paxton/Patterson | **Date** | 2/12/26 |
| **Address** | 4141 W. 126th St. | **City, State Zip** | Alsip, IL 60803 |
| **Contact Person** | Danielle Glodowski VP of Operations | **Title** | Danielle Glodowski VP of Operations |
| **Authorized Signature** | | **Title** | Danielle Glodowski VP of Operations |
| **Email** | Sales@paxpat.com | **Phone** | 800-323-8484 |

## PART II: AWARDING MEMBER AGENCY

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| | |
|---|---|
| **Awarding Agency** | ESU Coordinating Council, NE |
| **Authorized Representative** | Larianne Polk |
| **Authorized Signature** | |
| **Date Awarded** | May 15, 2026 |
| **Contract Number** | **AEPA 026.5A Ind-Arts-CTE** |
| **Contract to commence-check one (Member Agency to select)** | ☐ 6/1/2026 ☒ **Or** **Date Signed** |

# Acceptance of Solicitation & Contract

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| | | | |
|---|---|---|---|
| **Business Name** | Pitsco Education, LLC | **Date** | January 21, 2026 |
| **Address** | 915 E. Jefferson, PO Box 1708 | **City, State Zip** | Pittsburg, KS 66762 |
| **Contact Person** | Angela Watson | **Title** | Bid Coordinator |
| **Authorized Signature** | Angela Watson | **Title** | Bid Coordinator |
| **Email** | bids@pitsco.com | **Phone** | 800-835-0686 |

## PART II: AWARDING MEMBER AGENCY

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| | |
|---|---|
| **Awarding Agency** | ESU Coordinating Council, NE |
| **Authorized Representative** | Larianne Polk |
| **Authorized Signature** | |

| | | | |
|---|---|---|---|
| **Date Awarded** | May 15, 2026 | **Contract Number** | AEPA 026.5A Ind-Arts-CTE |
| **Contract to commence-check one (Member Agency to select)** | ☐ 6/1/2026 | ☒ **Or** | Date Signed |

# Acceptance of Solicitation & Contract

Association of Educational

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| | | | |
|---|---|---|---|
| **Business Name** | Culinary Depot | **Date** | 1/22/2026 |
| **Address** | 67 NY-59 | **City, State Zip** | Spring Valley, NY 10977 |
| **Contact Person** | Ariel Sobin | **Title** | Sales/Contract Manager |
| **Authorized Signature** | | **Title** | Sales/Contract Manager |
| **Email** | ariels@culinarydepot.com | **Phone** | 845-414-2407 |

## PART II: AWARDING MEMBER AGENCY

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| **Awarding Agency** | ESU Coordinating Council, NE |
| **Authorized Representative** | Larianne Polk |
| **Authorized Signature** | |

| | | | |
|---|---|---|---|
| **Date Awarded** | May 15, 2026 | **Contract Number** | AEPA 026.5A Inst-Kitchen |
| **Contract to commence-check one (Member Agency to select)** | ☐ 6/1/2026 | ☒ **Or** | Date Signed |

# Acceptance of Solicitation & Contract

Association of Educational Purchasing Agents

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| | | | |
|---|---|---|---|
| **Business Name** | Douglas Equipment | **Date** | 2/9/2026 |
| **Address** | 301 North Street | **City, State Zip** | Bluefield, WV 24701 |
| **Contact Person** | Karen Waldron | **Title** | Contract Specialist |
| **Authorized Signature** | | **Title** | |
| **Email** | karen@douglasequipment.us | **Phone** | 276-970-0195 or 304-327-0149 |

## 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 May 31, 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** | | | |
| **Date Awarded** | May 15, 2026 | **Contract Number** | AEPA 026.5A Inst-Kitchen |
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Association of Educational

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| | | | |
|---|---|---|---|
| **Business Name** | HUBERT CO | **Date** | 2-6-26 |
| **Address** | 9555 Dry Fork Rd | **City, State Zip** | Harrison, OH 45030 |
| **Contact Person** | Dean Alessandrini | **Title** | Business Development Mgr. |
| **Authorized Signature** | | **Title** | Business Development Mgr. |
| **Email** | dalessandrini@hubert.com | **Phone** | 513-706-7839 |

**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 May 31, 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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| **Awarding Agency** | ESU Coordinating Council, NE |
| **Authorized Representative** | Larianne Polk |
| **Authorized Signature** | |
| **Date Awarded** | May 15, 2026 |
| **Contract Number** | AEPA 026.5A Inst-Kitchen |
| **Contract to commence-check one (Member Agency to select)** | ☐ 6/1/2026 ☑ **Or** Date Signed |

**ADDENDUM/EXTENSION TO 2023-2026 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND HD SUPPLY INC.**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and HD Supply, Inc. ("Contractor") to the 2023-2026 Special Buy Agreement ("Agreement") signed by the Cooperative on August 30, 2023, and by the Contractor on August 17, 2023. The Addendum is as follows:

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

**1.** Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 2 of this Addendum.

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

**3.** **Administrative Fee.** Contractor shall calculate and remit an administrative fee of two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice from the Cooperative. Failure to receive an invoice from the Cooperative

does not relieve the Contractor of the obligation to remit fees by the established deadline.

4. **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."
5. **Artificial Intelligence.** For vendors providing, using, or incorporating Artificial Intelligence-powered educational tools or services, additional data privacy terms shall apply as set forth in Exhibit "E."

No Changes to Terms and Conditions Agreement.

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

No Changes to Exhibit A.

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

No Changes to Exhibit B.

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until August 31, 2029. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

| **CONTRACTOR** | **COOPERATIVE** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: Larianne Polk |
| Title: _____ | Title: Chief Executive Officer |
| Date: _____ | Date: _____ |

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**
**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes: No:
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes: No:
    c. If "Yes", Order receipt method: Email: cXML:
        i. If "Email" address to deliver orders to:
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):
            Contact email address:
            Contact Phone:
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name:
    **b.** Title:
    **c.** Phone:
    **d.** Email:
4. **Invoice Method**
    a. Vendor invoices Members direct
5. **Sales Reporting**
    a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
    b. Vendor contact information for sales report questions:
    Contact (First, Last name):
    Contact email address:
    c. Sales report must include the following
        - Member Name
        - Member City
        - List Price
        - Member Cost
        - Member Savings
        - Admin Fee Amount Due
    d. ESUCC Admin Fee
        - Vendor must submit payment of Admin Fee to ESUCC quarterly
        - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
        - Remit Admin Fee payment to:
        ESUCC
        6949 South 110th Street
        LaVista, NE 68128

1. **Product Information URL:**

# EXHIBIT "E"

## AI-Powered Educational Tools Privacy Addendum

### ARTICLE I: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**1.11 De-Identified Data** means information that has been collected, manipulated, or anonymized that does not identify individual students and for which there is no reasonable basis to believe that the information can be used to identify an individual student. De-identification requires the removal of all direct and indirect student

identifiers, including but not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID.

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

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

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

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

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

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

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

**1.19 Subprocessor** means a party other than the Cooperate, 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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.

2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.

3. **Administrative Fee.** Administrative Fee. Contractor shall calculate and remit an administrative fee of two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

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

**4. Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

**7. Student Privacy Protections.**

A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

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

C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.

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

E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

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

I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

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

M. **Rights and License in and to Data**. Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

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

O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and

use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

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

**8. Termination.**

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

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

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

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

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

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

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

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

**9. Indemnification.**

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

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

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

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

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

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

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

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per person and $5,000,000 per occurrence; and
B. If applicable, workers compensation coverage meeting all statutory requirements.

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

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

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

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

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

**16.** **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

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

**18.** **Taxpayer Identification.** Contractor's federal employer identification number is: _____

**19.** **Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

**20.** **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return

receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: _____
_____
_____

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

**21. Warranties and Specifications**. Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, ESUCC, or the Cooperative upon request.

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

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

**24. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

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

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

**27. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

**28. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.

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

**30. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

**31. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

**32. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

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

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

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

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

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

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

| **CONTRACTOR** | **COOPERATIVE** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: Larianne Polk |
| Title: _____ | Title: Chief Executive Officer |

Date: _____ Date: _____

**EXHIBIT "A"**

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

**EXHIBIT "B"**

## 1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

## 2. Payment Terms/ Payment Schedule

A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.

B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

## 3. Acceptance of Services or Products:

A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, RFQ, the time specified in a purchase order issued by the Cooperative , ESUCC, ESU, or Member, or this Agreement (whichever is later).

B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").

C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.

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

## 4. Title and Risk of Loss:

A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, ESUCC, Cooperative.

B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**

**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes:_____No:___
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders _____Yes:__No:___
    c. If "Yes", Order receipt method: Email:_____cXML:_____
        i. If "Email" address to deliver orders to:_____
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):_____
            Contact email address:_____
            Contact Phone:_____
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name: _____
    **b.** Title: _____
    **c.** Phone: _____
    **d.** Email: _____
4. **Invoice Method**
    a. Vendor invoices Members direct
5. **Sales Reporting**
    a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
    b. Vendor contact information for sales report questions:
    Contact (First, Last name):_____
    Contact email address:_____
    c. Sales report must include the following
        - Member Name
        - Member City
        - List Price
        - Member Cost
        - Member Savings
        - Admin Fee Amount Due
    d. ESUCC Admin Fee
        - Vendor must submit payment of Admin Fee to ESUCC quarterly
        - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
        - Remit Admin Fee payment to:
        ESUCC
        6949 South 110th Street
        LaVista, NE 68128
6. **Product Information URL:** _____

**EXHIBIT "D"**

**SOFTWARE LICENSE AGREEMENT**

**<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>**

## EXHIBIT "E"

## AI-Powered Educational Tools Privacy Addendum

### ARTICLE I: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.19 Subprocessor** means a party other than the Cooperate, 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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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.

Educational Service Unit Coordinating Council

# 2026-2029
# SPECIAL BUY AGREEMENT

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.

2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.

3. **Administrative Fee.** Administrative Fee. Contractor shall calculate and remit an administrative fee of two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

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

**4. Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

**7. Student Privacy Protections.**

A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

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

C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.

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

E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

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

I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

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

M. **Rights and License in and to Data**. Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

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

O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and

use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

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

## 8. Termination.

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

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

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

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

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

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

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

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

H. Termination Specific to ESUCC Special Buy 2023-2026 PPG Architectural Finishes, Inc. Contract.

Notwithstanding any other provision in this Agreement, the Cooperative and Vendor choose to terminate the Special Buy contract, identified as contract number ESUCC Special Buy 2023-2026 PPG Architectural Finishes, Inc., originally signed by both parties on August 18, 2023 and including all subsequent amendments signed on September 19, 2024 (Vendor) and September 19, 2024 (ESUCC), in whole or in part.

**9. Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

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

**18. Taxpayer Identification.** Contractor's federal employer identification number is: _____

**19. Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

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

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

With copy to:

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

Contractor: _____
_____
_____

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

**21. Warranties and Specifications**. Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, ESUCC, or the Cooperative upon request.

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

**23. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself

as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

**24. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

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

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

**27. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

**28. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.

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

**30. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

**31. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

**32. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

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

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

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

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

Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
Exhibit B – Payment Terms & Schedule
Exhibit C – Summary of Project Deliverables

Exhibit D - Vendor Software License Agreement
Exhibit E - AI-Powered Educational Tools Privacy Addendum

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

**CONTRACTOR**

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

**COOPERATIVE**

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

**EXHIBIT "A"**

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

**EXHIBIT "B"**

## 1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

## 2. Payment Terms/ Payment Schedule

A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.

B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

## 3. Acceptance of Services or Products:

A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, RFQ, the time specified in a purchase order issued by the Cooperative , ESUCC, ESU, or Member, or this Agreement (whichever is later).

B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").

C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.

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

## 4. Title and Risk of Loss:

A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, ESUCC, Cooperative.

B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**

**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes:_____No:___
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders _____Yes:__No:___
    c. If "Yes", Order receipt method: Email:_____cXML:_____
        i. If "Email" address to deliver orders to:_____
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):_____
            Contact email address:_____
            Contact Phone:_____
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name: _____
    **b.** Title: _____
    **c.** Phone: _____
    **d.** Email: _____
4. **Invoice Method**
    a. Vendor invoices Members direct
5. **Sales Reporting**
    a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
    b. Vendor contact information for sales report questions:
    Contact (First, Last name):_____
    Contact email address:_____
    c. Sales report must include the following
        - Member Name
        - Member City
        - List Price
        - Member Cost
        - Member Savings
        - Admin Fee Amount Due
    d. ESUCC Admin Fee
        - Vendor must submit payment of Admin Fee to ESUCC quarterly
        - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
        - Remit Admin Fee payment to:
        ESUCC
        6949 South 110th Street
        LaVista, NE 68128
6. **Product Information URL:** _____

**EXHIBIT "D"**

**SOFTWARE LICENSE AGREEMENT**

**<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>**

## EXHIBIT "E"

## AI-Powered Educational Tools Privacy Addendum

### ARTICLE I: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.19 Subprocessor** means a party other than the Cooperate, 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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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.

Educational Service Unit Coordinating Council

# 2026-2029
# SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Bound to Stay Bound Books, 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.

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.

2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.

3. **Administrative Fee.** Administrative Fee. Contractor shall calculate and remit an administrative fee of two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

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

**4.** **Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

**7.** **Student Privacy Protections.**

A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

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

C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.

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

E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

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

I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

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

M. **Rights and License in and to Data**. Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

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

O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and

use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

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

**8. Termination.**

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

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

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

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

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

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

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

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

**9. Indemnification.**

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

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

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

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

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

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

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

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per person and $2,000,000 per occurrence; and

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

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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: 37-0439010

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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: Bound to Stay Bound Books, Inc.
1880 West Morton Avenue
Jacksonville, Illinois 62650

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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: _____ | By: _____ |
| Name: Lori Smith | Name: Larianne Polk |
| Title: Vice President & General Manager | Title: Chief Executive Officer |

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Date: _____ Date: _____

**EXHIBIT "A"**

**SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS**
**<<VENDOR-INSERT SCOPE OF GOODS>>**
**See attachments labeled**
**"ESUCC 2026-2029 Special Buy Agreement Exhibit A"**

Bound to Stay Bound Books
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# Bound to Stay Bound Books Scope of Goods

**Bound to Stay Bound Books** (BTSB) is a leading provider of the most durable prebound children's and young adult books available, exceeding ANSI/NISO/LBI standards for quality and longevity. We offer a wide selection of titles, including paperback, large-print, and Spanish language books—all with complimentary shelf-ready processing, MARC records, and free shipping. Our product line also includes Playaway Audio Books and Merry Maker Dolls, making us a one-stop resource for school libraries and classrooms seeking high-quality, ready to use children's literature.

The prebound books BTSB provides are bound with the highest quality to withstand frequent use and library circulation. All prebound books feature the bright and colorful original artwork from the publisher printed on BTSB's KidProof™ cover materials. The guaranteed durability of BTSB's prebound books is a cost-effective way for libraries to update and expand their collections. BTSB also offers cover customization services, allowing for the creation and/or placement of a school logo on the front, back, or spine of multi-copy collections. *Bound to Stay Bound prebound books are unconditionally guaranteed against imperfections in binding or errors in processing*. Additional discounts will be available for purchases of 30 or more copies of the same title regardless of whether they are prebound hardcover or paperback format.

BTSB's dedicated customer support representatives are available during business hours via phone, email, or online chat to answer any questions a customer might have. Knowledgeable local sales representatives are available to coordinate directly with customers and assist with ordering and delivery. Shipping within the continental United State is always free and each order is packed with care and to any specifications provided.

BTSB offers a full online bookstore and catalog that is accessible at any time. The online bookstore allows users to browse, create lists, and place book orders with ease. Customers can also learn more about favorite children's authors, discover books for library professionals, and browse other offered services.

Learn more about Bound to Stay Bound Books at our website and online bookstore: www.btsb.com.

Bound to Stay Bound Books
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# The Bound to Stay Bound Books Experience

**Over 105 Years of Trusted Service to Schools and Libraries**

Bound to Stay Bound (BTSB) specializes in providing high-quality, prebound children's and young adult books to schools and libraries across all 50 states. With over a century of experience, BTSB supports districts of all sizes with fully customized and cost-effective book ordering solutions.

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**Why Choose BTSB?**

- **Proven Durability**
  All Bound to Stay Bound prebound editions meet or exceed the ANSI/NISO/LBI Z39.78 Standards for library binding. It is not uncommon for them to withstand over 200 circulations.
- **Guaranteed Quality**
  Every BTSB prebound book comes with an *unconditional binding guarantee*—if a page ever comes loose or falls out, we will replace the book at no charge.
- **Shelf-Ready, Cost-Effective**
  All orders include:
  - Free shelf-ready processing
  - Free MARC records
  - Free shipping
  - No order minimums

---

**Reliable Inventory & Quick Turnaround**

- Over 1.5 million volumes in stock
- Average 94% availability on first shipment
- Orders are typically picked, processed, and shipped within 10 working days

---

**Dedicated Customer Support**

Each school district is supported by a dedicated local Sales Representative and an assigned Customer Support Representative. This team ensures:

- Personalized guidance
- Order accuracy
- Seamless communication throughout the process

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**In-House Quality Control**

All BTSB services are performed in-house—nothing is subcontracted. This ensures consistent, high-quality production and accountability across every step.

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**Our Mission**

To deliver long-lasting, high-quality books that save schools time and money by reducing the need for repairs and replacements—while providing exceptional customer service through transparent, responsive communication.

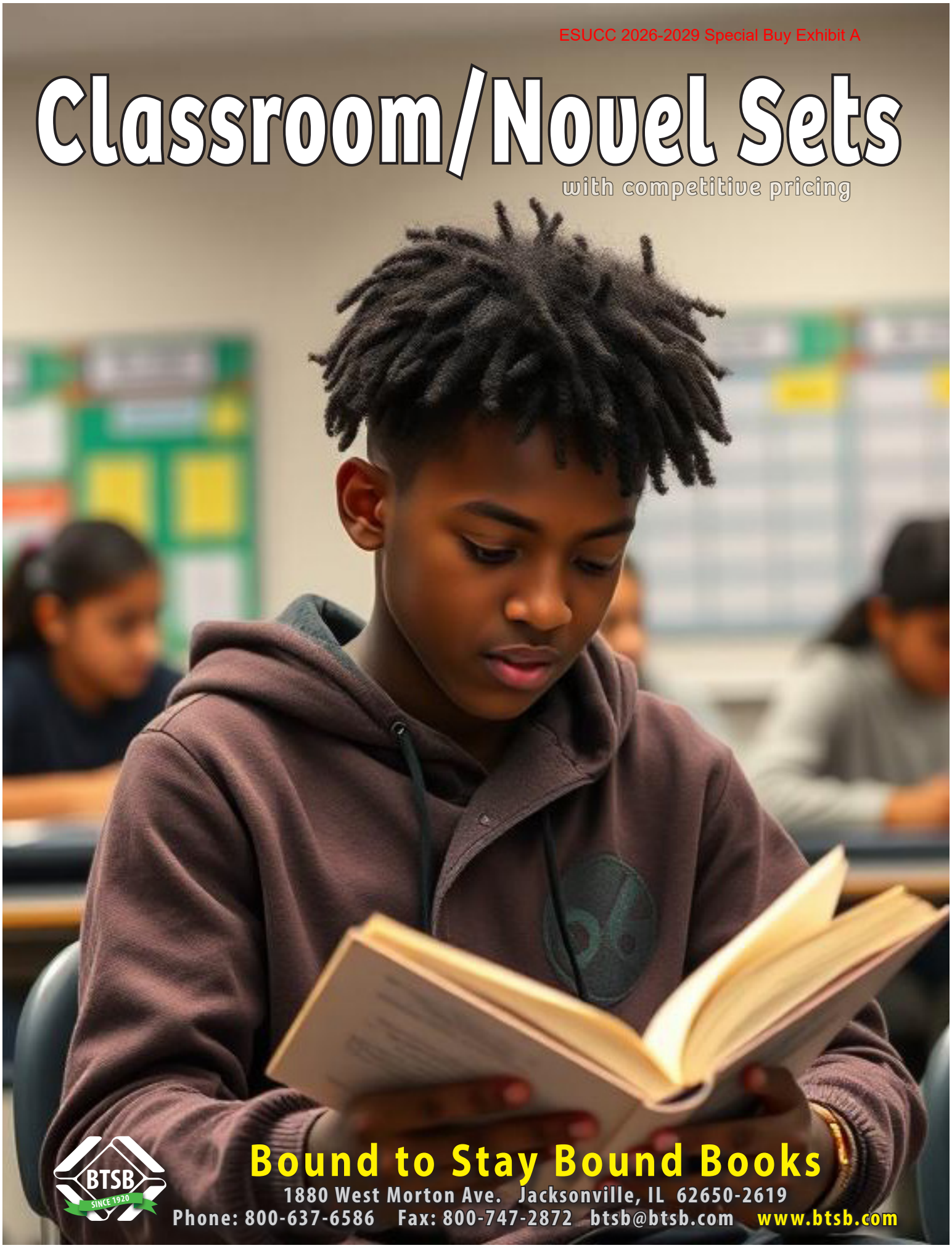
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**Learn more at: www.btsb.com**
Or contact your local BTSB Sales Representative for details.

ESUCC 2026-2029 Special Buy Exhibit A

# Classroom/Novel Sets

with competitive pricing



## Bound to Stay Bound Books

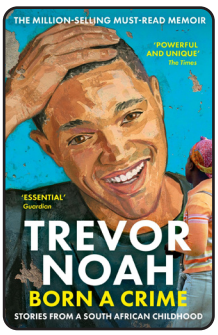
1880 West Morton Ave. Jacksonville, IL 62650-2619
Phone: 800-637-6586 Fax: 800-747-2872 btsb@btsb.com www.btsb.com

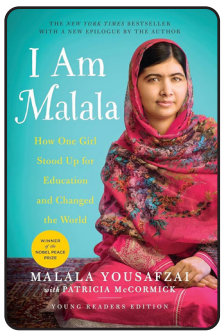
# Popular Novel Sets

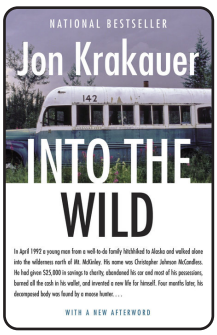
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***Can't find the title you are looking for on the BTSB Bookstore?***
***Provide the author, title, ISBN and quantity of any title in print and receive a free quote.***
***Classroom sets are available in paperback, trade hardcover, or BTSB prebound hardcover.***

## www.btsb.com/services/classroom-sets

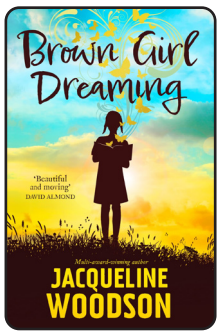


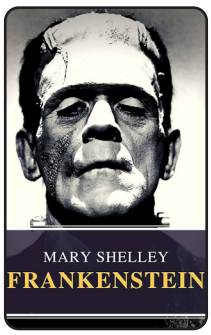



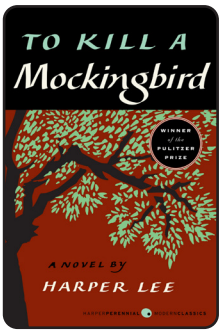







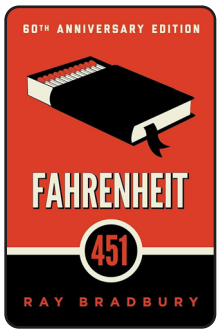


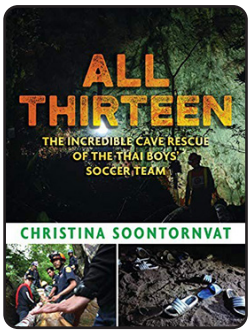



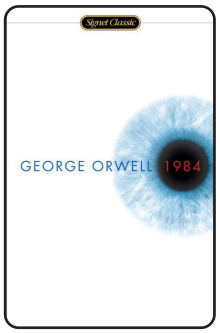



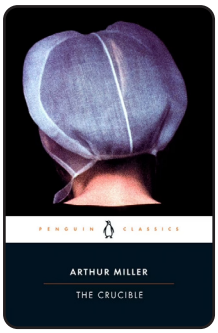


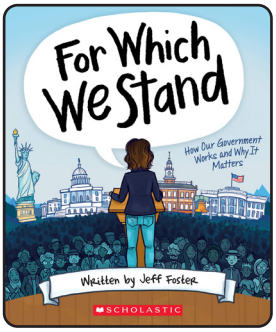




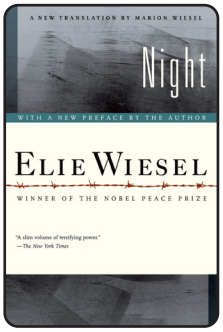



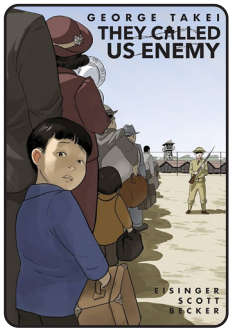



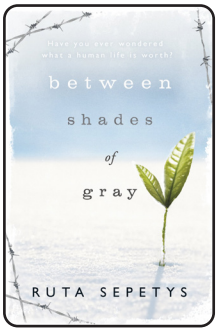






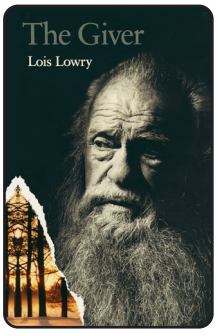



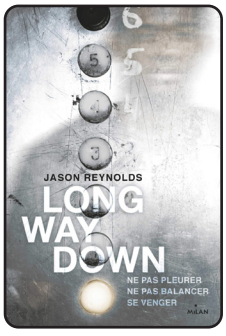



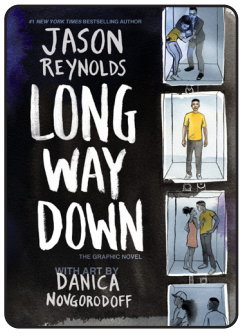


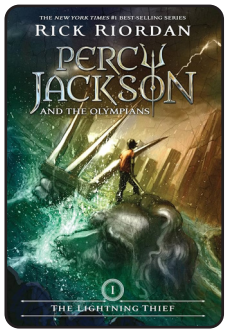


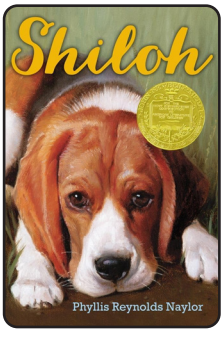


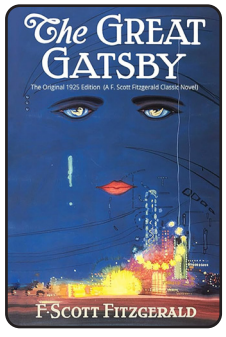



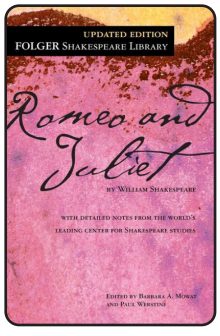



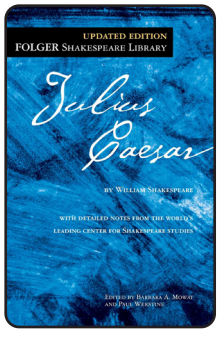



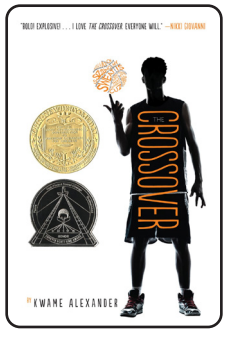






ESUCC 2026-2029 Special Buy Exhibit A

# FAQ Frequently Asked Questions

## Competitive Pricing

**Do you offer classroom sets in a paperback edition?**

YES!

**BTSB offers over 16,000 paperbacks, or if you are unable to find what you are looking for in our BTSB Bookstore, contact us!**




**I like adding Kapco covers to my paperbacks to help reinforce them, but it takes me so long. If I order my novels in paperback editions, can I have you apply the Kapco protective covers for me?**

YES!

**BTSB offers many processing services to save you time. Kapco covers can be added to any custom order quote so the books arrive ready to use.**

**My novels require barcodes so that I can inventory them, can you add that to my book order?**

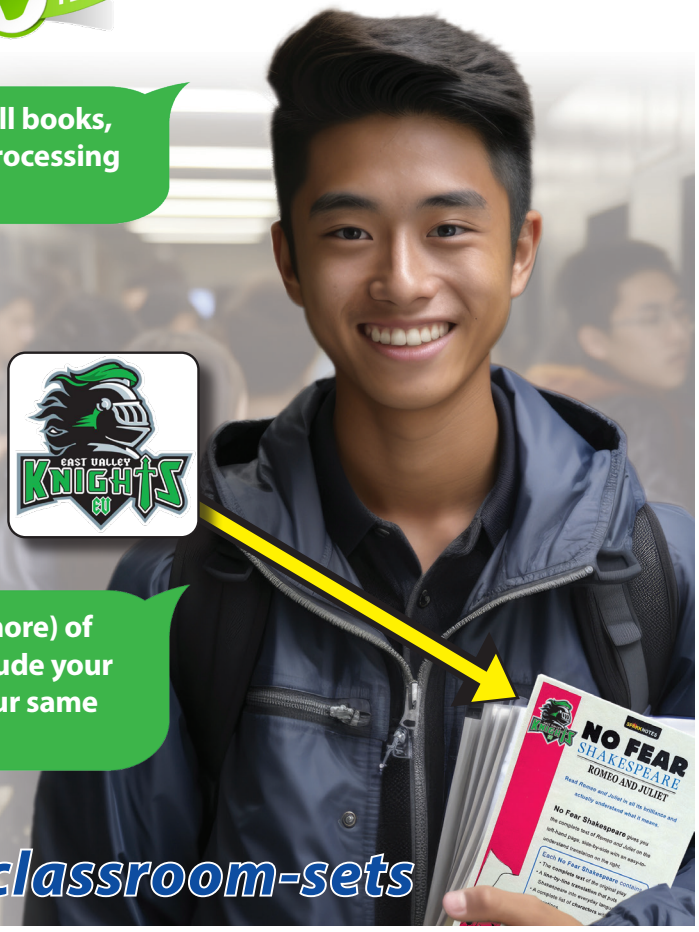
YES!

**BTSB offers a Free Processing option on all books, and you can customize any of our other processing options to your specific needs.**

**If I order 30 (or more) copies of the same book in a BTSB Prebound Edition can I get our School Logo printed directly on the book cover?**

YES!

**Any prebound book order with 30 (or more) of the same book can be customized to include your school logo at no additional cost with our same BTSB Unconditional Guarantee.**

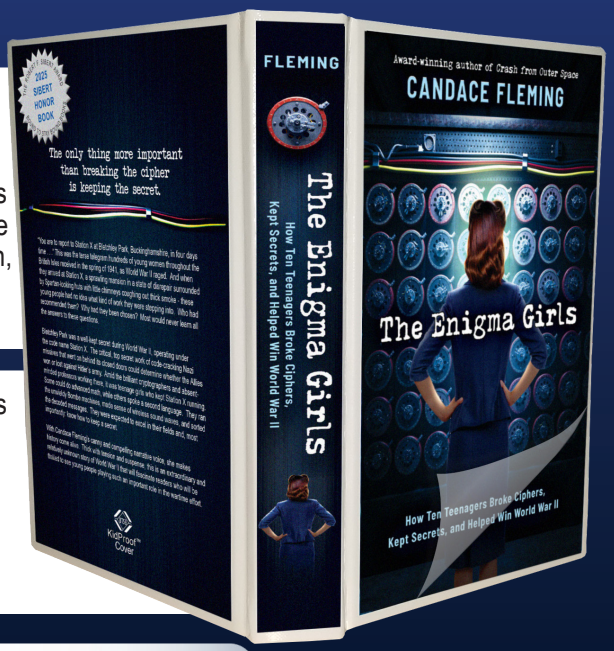



**www.btsb.com/services/classroom-sets**

# The Bound to Stay Bound Difference

## Picture Cover Plus™

BTSB Picture Cover Plus™ is imprinted with the title's original artwork. The blurb from the jacket is printed on the back cover. A protective high tack gloss lamination is applied to further enhance protection, assure increased circulation, and making it surface washable with disinfecting wipes.




## Cover Material

Our durable KidProof cover material is a nylon reinforced, material specially designed for BTSB. This material exceeds the LBI specification even before it is laminated. No other company uses this material.

## Library Corners

All cases are made by using library corners. A double fold of our cover material on both sides of all four corners reinforces the book corners and protects against fraying, bending, and turning, which assures greater durability and longer life. This causes the corner of the cover to appear to be a bit rounded.



## Back Lining

All back lining extends down the side of the book onto the pages 1" on each side. It acts as a bumper or "bearing" between the book and the cover.



## Inspection Seal

Every Bound to Stay Bound book is hand-inspected to ensure the highest quality and craftsmanship before receiving the gold seal on the inside front cover.




**Our goal is to keep books off the repair/replace pile and keep them in the hands of your patrons. Spend your budget money building a library collection instead of replacing books.**

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## Free processing package

☐ free

All items, one each, either attached or unattached: 1 bar code label, 1 call number label and MARC records downloaded from BTSB Bookstore. **(Complete required specifications on pages B, C, & F)**

## Build your own processing package

| | Attached | Unattached |
|---|---|---|
| **Bar codes** *(specify locations on page B)* | | |
| 1 bar code **(only one free per book)** | ☐ free (1 label protector, outside only) | ☐ free (1 label protector) |
| 2nd bar code | ☐ .20 (1 label protector, outside only) | ☐ .10 (1 label protector |
| **MARC records** *(specify on page C)* | ☐ free (download only) | |
| **Call number labels** *(specify location on page C)* **(only one free per book)** | ☐ free (1 label protector) | ☐ free (1 label protector) |
| **Laminated jacket** *(see page C if you are requesting both laminated jackets and call # labels)* (Books that have jackets that cannot be laminated for special coating reasons will have a mylar cover applied) | ☐ .65 | ☐ .55 |
| **CoLibri covers** | ☐ 1.19 | |
| **Kapco covers (paperback only)** | ☐ 3.50 | |
| **Spine stamping** | ☐ .45 | |
| **Reading program** *(specify on page C)* | | |
| Print reading program below classification on call # label | ☐ .10 (only available with call # labels) | |
| Spine stamp reading program below classification | ☐ .20 (only available with spine stamping) | |
| Small reading program information label | ☐ .20 | ☐ .10 |
| Large reading program information label | ☐ .20 | ☐ .10 |
| **Lexile labels** *(specify locations on page D)* | | |
| Small Lexile label | ☐ .20 | ☐ .10 |
| Large Lexile label | ☐ .20 | ☐ .10 |
| **Fountas and Pinnell/Guided Reading Level label** *(specify locations on page D)* | ☐ .20 | ☐ .10 |
| **RFID** Contact Customer Support for pricing at **800-637-6586.** | | |
| **Property identification** *(specify on page E)* | | |
| Property stamping ____ # of stamps per book | ☐ .10 each | |
| Property label ____ # of labels per book | ☐ .20 each | ☐ .10 each |
| **Genre or colored dot labels** | ☐ .20 | ☐ .10 |
| **Security system** *(specify system on page E)* | ☐ .50 | |
| **Pockets** | | |
| Blank pocket with date due grid | ☐ .19 | ☐ .09 |
| Custom pocket with date due grid *(customize on page E)* | ☐ .49 | ☐ .39 |
| **Circulation card** | | ☐ .10 |
| **Date due slip** *(specify location on page E)* | ☐ .20 | ☐ .10 |
| **Catalog cards** *(specify on page E)* | | |
| Full set of catalog cards | | ☐ .45 |
| Shelflist card or Main entry card | | ☐ .15 |

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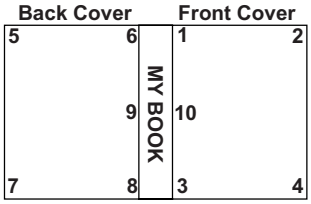
## Bar codes

☐ Unattached
☐ Does not apply

### First bar code (Select position and direction. Refer to illustration for bar code positions)

_____ **Position**
(1 through 10)

**Direction**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine




**If the bar code obscures any title or blurb on the outside cover of the book**
☐ Send unattached ☐ Adjust to avoid title or blurb ☐ Do not adjust

**If unable to adjust to avoid title on the front or blurb on the back of the book**
☐ Send label unattached
☐ Place label in original position

(If nothing indicated, label will be placed as close to desired position as possible without obscuring title on the front or blurb on the back of the book.)

### Second bar code (Please select a location, direction, and a position)

☐ Unattached

**Location**
☐ **Inside front cover •**
☐ Front flyleaf
☐ Title page
☐ Back flyleaf
☐ **Inside back cover •**
☐ On the pocket
**• Not available with laminated processing**

**Direction**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine

**Position**
☐ Upper left
☐ Centered at top
☐ Upper right
☐ Center
☐ Center left
☐ Center right
☐ Lower left
☐ Lower right
☐ Centered at bottom

**If the bar code obscures any title on the inside of the book**
☐ Send unattached ☐ Adjust to avoid title ☐ Do not adjust

If unable to adjust to avoid title on the inside of the book
☐ Send label unattached
☐ Place label in original position

(If nothing indicated, label will be placed as close to desired position as possible without obscuring title or blurb.)

**Attach a sample bar code here**

**Exclusive BTSB bar code range for all orders**
_____ to _____ (Unless specified with each order)

**Length of bar code number** _____ positions. Including check digit if applicable.

**Check digit**
☐ None ☐ Mod 10 ☐ Mod 43

**School code** (Necessary if using a 14 digit number): _____

**Bar code symbology**
☐ Code 39 ☐ Codabar ☐ Follett Interleaved 2 of 5 ☐ Interleaved 2 of 5

**Library name as it should appear on the bar code label** (30 positions maximum, case sensitive)

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

# Processing Specifications

ESUCC 2026-2029 Special Buy Exhibit A

## MARC records

☐ Does not apply **Automated system (Company & Product)** _____

**Type of MARC record**

☐ MARC21 (852 holdings) ☐ MARC21 (949 holdings)
☐ RDA-based MARC21 (852 holdings) ☐ RDA-based MARC21 (949 holdings)

**Include reading program information in MARC record (526 field)**

☐ Accelerated Reader® ☐ No reading program information

**Include Lexile level in MARC record (521 field)** ☐ Yes ☐ No

**Include 13 digit ISBN in MARC record (020 field)** ☐ Yes ☐ No

**Location code** (Optional) Primary _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Secondary _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

**Media type**

☐ Download from BTSB Bookstore

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## Call number labels

☐ Unattached
☐ Does not apply

Attached call number label position (from bottom of book to bottom of label)
☐ ¼″ ☐ ½″ ☐ ¾″ ☐ 1″ ☐ 1¼″ ☐ 1½″ ☐ 1¾″ ☐ 2″

Call number label direction
☐ Horizontal (vertical if call # length exceeds thickness of spine) ☐ Horizontal (never vertical)

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## Laminated jacket orders (This information is only needed if both laminated jackets and call number labels requested)

☐ Does not apply ☐ Attach call number label to jacket
☐ If no jacket available, attach call number label to book ☐ If no jacket available, spine stamp book

---

## Reading program

☐ Unattached ☐ Small
☐ Does not apply ☐ Large

☐ **Accelerated Reader®**
☐ Include Lexile level (LX 590) on AR Information label
☐ Include Fountas and Pinnell on AR Information label

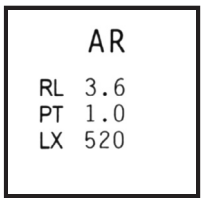
**Locations available:**
☐ Outside front cover
☐ **Inside front cover** •
☐ Inside front flyleaf
☐ Outside back cover
☐ **Inside back cover** •
☐ Inside back flyleaf
☐ Spine of book

**Placement available:**
☐ Upper Left
☐ Upper Right
☐ Centered at top
☐ Lower Left
☐ Lower Right
☐ Centered at bottom
☐ Above Classification
☐ Below Classification

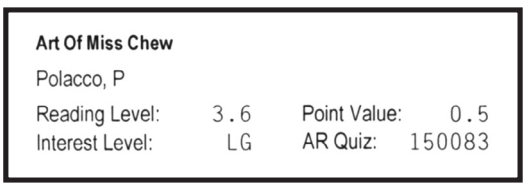
**Direction:**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

**Small Information Label**




**Large Information Label**




If **Information label** obscures any title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Adjust to avoid title or blurb
If unable to adjust to avoid title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Place label in original position
☐ Do not adjust label
(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

ESUCC 2026-2029 Special Buy Exhibit A

## Lexile Labels ☐ Small ☐ Large

☐ Unattached ☐ Include Fountas and Pinnell level

☐ Does not apply

**Large Lexile Label**

Becker, B
Christmas Crocodile
Lexile AD 610

**Small Lexile Label**

LX
600
AD

**Locations available:**
- ☐ Outside front cover
- ☐ **Inside front cover** •
- ☐ Inside front flyleaf
- ☐ Outside back cover
- ☐ **Inside back cover** •
- ☐ Inside back flyleaf
- ☐ Spine of book

**Placement available:**
- ☐ Upper Left
- ☐ Upper Right
- ☐ Centered at top
- ☐ Lower Left
- ☐ Lower Right
- ☐ Centered at bottom
- ☐ Above Classification
- ☐ Below Classification

**Direction:**
- ☐ Horizontal
- ☐ Vertical, reading same direction as spine
- ☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

If **Information label** obscures any title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Adjust to avoid title or blurb

If unable to adjust to avoid title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Place label in original position

☐ Do not adjust label

(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

---

## Fountas and Pinnell/Guided Reading Level Label

☐ Unattached

☐ Does not apply

A

**Locations available:**
- ☐ Outside front cover
- ☐ **Inside front cover** •
- ☐ Inside front flyleaf
- ☐ Outside back cover
- ☐ **Inside back cover** •
- ☐ Inside back flyleaf
- ☐ Spine of book

**Placement available:**
- ☐ Upper Left
- ☐ Upper Right
- ☐ Centered at top
- ☐ Lower Left
- ☐ Lower Right
- ☐ Centered at bottom
- ☐ Above Classification
- ☐ Below Classification

**Direction:**
- ☐ Horizontal
- ☐ Vertical, reading same direction as spine
- ☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

If **Information label** obscures any title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Adjust to avoid title or blurb

If unable to adjust to avoid title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Place label in original position

☐ Do not adjust label

(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

# Processing Specifications

ESUCC 2026-2029 Special Buy Exhibit A

## Property identification

☐ Property Label ☐ Property Stamp (stamp provided by customer)
☐ Unattached
☐ Does not apply

**Locations available:**
- ☐ **Inside front cover •**
- ☐ Front fly leaf
- ☐ Title page
- ☐ Back fly leaf
- ☐ **Inside back cover •**
- ☐ On pocket

**Placement available:**
- ☐ Upper left
- ☐ Centered at top
- ☐ Upper right
- ☐ Center
- ☐ Lower left
- ☐ Lower right
- ☐ Centered at bottom

**If label obscures title/blurb:**
- ☐ Send unattached
- ☐ Adjust to avoid title or blurb

If unable to avoid title/blurb:
- ☐ Send label unattached
- ☐ Place label in original position
- ☐ Do not adjust

**If stamp obscures title/blurb:**
- ☐ Adjust to avoid title or blurb
- ☐ Do not stamp

**• Not available with laminated processing**

Property identification***

_____

_____

_____

## Genre or colored dot labels

Contact Customer Support to set up your Genre Profile at **800-637-6586**.

## RFID

Contact Customer Support to set up your RFID Profile at **800-637-6586**.

**** Identifications & Inscriptions are always centered. This information will be printed exactly as you indicate on this form so use upper and lower case where needed.*

## Security system

☐ Unattached ☐ 3M Tattletape attached
☐ Does not apply ☐ CHECKPOINT attached

## Pockets (Circulation card sold separately)

☐ Unattached
☐ Does not apply

Custom pocket inscription***

_____

_____

_____

**Attachment locations available for custom or blank pocket:**
- ☐ Inside front cover **(Not available with laminated processing)**
- ☐ Inside back cover **(Not available with laminated processing)**
- ☐ Front flyleaf
- ☐ Back flyleaf

## Circulation card (sold separately from pocket)

☐ Include with pocket ☐ Does not apply

## Date due slip

☐ Unattached
☐ Does not apply

**Locations available:**
- ☐ **Inside front cover •**
- ☐ **Inside back cover •**
- ☐ Front flyleaf
- ☐ Back flyleaf

**Positions available:**
- ☐ Centered on page (standard)
- ☐ Upper right
- ☐ Lower right
- ☐ Centered on bottom of page

**• Not available with laminated processing**

## Catalog cards

☐ Does not apply

**Sequence:**
- ☐ Catalog cards in sets, arranged in alphabetical order
- ☐ Catalog cards with author, title, and subject in one alphabet
- ☐ Catalog cards with author and title in one alphabet, subject cards in separate alphabet
- ☐ Shelflist card only, sorted by Dewey number
- ☐ Shelflist cards only, sorted by author
- ☐ Main entry card only, sorted by author
- ☐ Main entry and shelflist cards only in separate alphabets

**Additional options available:**

**Tracings:**
- ☐ Tracings on the shelflist cards
- ☐ No tracings on shelflist cards

**Summary-annotation:**
- ☐ Library of Congress summaries
- ☐ No summaries

**Card headings:**
- ☐ Headings on card sets
- ☐ No headings on card sets

ESUCC 2026-2029 Special Buy Exhibit A

**Fill in each category. Cataloging options will be kept on file for all future orders.**

## Call number prefix

**Spanish** ☐ **No designation** ☐ S over call # ☐ SP over call # ☐ SPA over call #

**Reference** ☐ **No designation** ☐ R over call # ☐ REF over call #

**Juvenile fiction** ☐ **No designation** ☐ J over call # ☐ JUV over call # ☐ JF over call #
☐ Juv over call # ☐ JUVENILE over call # ☐ J in front of call # ☐ j in front of call #

**Juvenile nonfiction** ☐ **No designation** ☐ J over call # ☐ JUV over call #
☐ JNF over call # ☐ J in front of call # ☐ j in front of call #

**Paperback Books** ☐ PB ☐ PBK ☐ Other_____

## Author letters (Specify length for each classification)

☐ **First capital, rest lower case** ☐ All capital letters

**Include spaces or apostrophes in author letters**

☐ **Yes (O'Connor = O'C )** ☐ No (O'Connor = OCO)

**Title main entry**

☐ **Main entry letters using title, according to AACR Second Edition 2005 update**
☐ Main entry letters using editor or compiler

## Subject headings

☐ **Sears subject headings** ☐ Library of Congress children's subject headings

## Call numbers

**Fiction** ☐ **F** ☐ Fic ☐ FIC ☐ No classification
_____ **#** of author letters (3 letters standard, 8 maximum)

**Easy fiction** ☐ **E** ☐ EASY ☐ P ☐ PIC ☐ E over Fiction
☐ EF ☐ Easy ☐ Pic ☐ Same as Fiction ☐ No classification
_____ **#** of author letters (3 letters standard, 8 maximum)

**Graphic novels standard options**

**Fiction Samples:** ☐ GN 741.5 BRO ☐ GN BRO ☐ GN FIC BRO **Nonfiction Samples:** ☐ GN 92 BRO ☐ GN 796.2 BRO

**Other:** Fiction _____ Nonfiction _____
_____ _____
_____ _____

**Story collection**

☐ **SC** ☐ 808.83 ☐ 808.8 ☐ Same as Fiction ☐ No classification
_____ **#** of author letters (3 letters standard, 8 maximum)

**Nonfiction** ☐ **Dewey Decimal Classification** ☐ No classification
_____ **#** of author letters (3 letters standard, 8 maximum)

**Easy nonfiction**

☐ **E** ☐ P ☐ Dewey number ☐ ENF over Dewey
☐ Easy ☐ PIC ☐ E over Dewey ☐ ENF
☐ EASY ☐ Pic ☐ No classification
_____ **#** of author letters (3 letters standard, 8 maximum)

**Individual biography**

☐ **92** ☐ B ☐ B over 92
☐ 920 ☐ BIO ☐ B over 920
☐ 921 ☐ Bio ☐ B92
☐ Dewey of biographee ☐ No classification
_____ **#** of letters of biographee's last name (3 letters standard, 8 maximum)

**Collective biography**

☐ **920** ☐ B ☐ C920 ☐ BC
☐ 921 ☐ BIO ☐ C over 92 ☐ CB
☐ 92 ☐ Bio ☐ C over 920 ☐ No classification
☐ Dewey of biographee
_____ **#** of author letters (3 letters standard, 8 maximum)

**Bold Type** indicates our standard options.

# Order Form

ESUCC 2026-2029 Special Buy Exhibit A

**Bill to:** _____ **Ship to:** _____

_____ _____

_____ _____

_____ _____

**Signature** _____ **Title** _____

**Phone #** _____ **Fax #** _____

**email** _____

## Ordering Method

- ☐ P. O. # _____ Date _____/_____/_____ Do not exceed $_____
- ☐ Reserve titles, await confirmation
- ☐ Firm order, no purchase order required

## Processing Services

- ☐ No processing services or MARC records
- ☐ MARC records only
- ☐ Free processing package or ☐ Use processing on file
  - ☐ Use bar code range on file
  - ☐ Starting bar code number _____
  - ☐ Check if bar code number requested is lower than previous number because you are filling in gaps.
  - ☐ Contact me. My automated system has been upgraded or changed since my last order.
- ☐ New build your own processing attached (Complete pages A-F as appropriate)

## Payment Method

☐ Send invoice ☐ Check enclosed ☐ Credit card

For security purposes: Do not disclose card information. We will contact you by telephone to acquire this information.

## Shipping

Free shipping (Allow extra time for new Spring and Fall titles.)

- ☐ Standard (Ship immediately, continue to ship as available. Backorders are canceled 60 days from the date the order is received.)

or

- ☐ Special handling Number of shipments _____ Date order must be completed _____/_____/_____

No shipments between these dates _____/_____/_____ to _____/_____/_____ (summer, holidays, etc.)

- ☐ Send a Replacement Catalog

Bound to Stay Bound Books
1880 West Morton Ave.
Jacksonville, IL 62650-2619

Phone 800-637-6586
Fax 800-747-2872
email btsb@btsb.com
www.btsb.com
2025-2026

(Prices subject to change without notice.)

**EXHIBIT "B"**

**1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

**See attachment labeled**

**"ESUCC 2026-2029 Special Buy Agreement Exhibit B"**

**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.

Bound to Stay Bound Books
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# Bid Schedule

***For the Purchase of Bound to Stay Bound Books***

## Pricing and Discounts

All BTSB prices are published in The BTSB Bookstore online catalog at **www.btsb.com**. When logged in, your actual discounted price is automatically displayed.

- **Prebound Standard Discount Titles:** Publisher list price reduced 30%, plus $10.49 prebinding charge per book.
- **Prebound Short Discount Titles:** Publisher list price reduced 10%, plus $10.49 prebinding charge per book.
- **Paperback Editions:** 18% discount from publisher list price.
- **Playaway Audio Books:** 5% discount from publisher list price.
- **Large Print Paperbacks:** 18% discount from publisher list price.
- **Large Print Hardcovers:** 7% discount from publisher list price.
- **Trade Hardcovers:** No discount from publisher list price.

The discount listed above will remain constant throughout the contract term. However, BTSB reserves the right to pass along increases in publisher list prices received prior to invoice.

Additional discounts will be available for purchases of 30 or more copies of the same title regardless of whether they are prebound hardcover or paperback format.

## Payment Terms

All pricing is based on net 30-day payment terms. If payment is consistently delayed beyond 30 days, BTSB reserves the right to adjust discounts to compensate for extended credit.

## Shipping & Delivery

- Shipping Charges: Paid by BTSB for all shipments within the continental United States.
- Delivery Time: First shipment within 10 days after receipt of purchase order.
- Carrier: Standard ground shipping (no charge to customer).
- Partial Shipments: Allowed unless otherwise requested.

**Returns and Product Guarantee**

Processed books that are marked, stamped, or labeled in any way are returnable only if damaged in shipping or if a defect exists in binding, processing, or printing. BTSB guarantees all workmanship and materials to be free from defects.

**Value-Added Services**

- MARC Records: No charge; available for download from www.btsb.com.
- Customized Processing: Available to meet individual library specifications.
- Online Bookstore Tools: Customers can create, merge, and manage book lists, check stock status, and order online 24/7.
- No Subcontractors: All binding and processing performed by BTSB staff in our Jacksonville, Illinois facility.

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**

**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes:X No:
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes: No:X
    c. If "Yes", Order receipt method: Email: cXML:
        i. If "Email" address to deliver orders to:
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):
            Contact email address:
            Contact Phone:
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name: DAVID STILES
    **b.** Title: SALES REPRESENTATIVE
    **c.** Phone: 800-637-6586 EXT 3536
    **d.** Email: DSTILES@BTSB.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): EMILY COMBS
    Contact email address: ECOMBS@BTSB.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.BTSB.COM

Deleted:
Deleted:
Deleted:
Deleted:
Deleted:
Deleted:
Deleted:
Deleted:
Deleted:

**EXHIBIT "D"**

**SOFTWARE LICENSE AGREEMENT**

**<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>**

**N/A**

Bound to Stay Bound Books, Inc. does not provide software, AI-powered service, or any type of student data collection service.

**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 Cooperate, 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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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.

Educational Service Unit Coordinating Council

# 2026-2029
# SPECIAL BUY AGREEMENT

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.

2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.

3. **Administrative Fee.** Administrative Fee. Contractor shall calculate and remit an administrative fee of two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

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

4. **Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

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

E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

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

I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

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

M. **Rights and License in and to Data**. Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

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

O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and

use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

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

## 8. Termination.

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

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

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

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

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

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

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

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

**9. Indemnification.**

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

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

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

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

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

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

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

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per person and $5,000,000 per occurrence; and
B. If applicable, workers compensation coverage meeting all statutory requirements.

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

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

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

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

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

16. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

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

18. **Taxpayer Identification.** Contractor's federal employer identification number is: 37-0439010

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: Bound to Stay Bound Books, Inc.
1880 West Morton Avenue
Jacksonville, Illinois 62650

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

**21. Warranties and Specifications**. Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, ESUCC, or the Cooperative upon request.

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

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

**24. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

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

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

27. **Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

28. **Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.

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

30. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

31. **Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

32. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

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

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

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

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

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

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

**CONTRACTOR**

By: _____
Name: Lori Smith
Title: Vice President & General Manager

**COOPERATIVE**

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

Date: 5-7-2026 Date: _____

**EXHIBIT "A"**

**SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS**
**<<VENDOR-INSERT SCOPE OF GOODS>>**
**See attachments labeled**
**"ESUCC 2026-2029 Special Buy Agreement Exhibit A"**

**Bound to Stay Bound Books**
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# Bound to Stay Bound Books Scope of Goods

**Bound to Stay Bound Books** (BTSB) is a leading provider of the most durable prebound children's and young adult books available, exceeding ANSI/NISO/LBI standards for quality and longevity. We offer a wide selection of titles, including paperback, large-print, and Spanish language books—all with complimentary shelf-ready processing, MARC records, and free shipping. Our product line also includes Playaway Audio Books and Merry Maker Dolls, making us a one-stop resource for school libraries and classrooms seeking high-quality, ready to use children's literature.

The prebound books BTSB provides are bound with the highest quality to withstand frequent use and library circulation. All prebound books feature the bright and colorful original artwork from the publisher printed on BTSB's KidProof™ cover materials. The guaranteed durability of BTSB's prebound books is a cost-effective way for libraries to update and expand their collections. BTSB also offers cover customization services, allowing for the creation and/or placement of a school logo on the front, back, or spine of multi-copy collections. *Bound to Stay Bound prebound books are unconditionally guaranteed against imperfections in binding or errors in processing.* Additional discounts will be available for purchases of 30 or more copies of the same title regardless of whether they are prebound hardcover or paperback format.

BTSB's dedicated customer support representatives are available during business hours via phone, email, or online chat to answer any questions a customer might have. Knowledgeable local sales representatives are available to coordinate directly with customers and assist with ordering and delivery. Shipping within the continental United State is always free and each order is packed with care and to any specifications provided.

BTSB offers a full online bookstore and catalog that is accessible at any time. The online bookstore allows users to browse, create lists, and place book orders with ease. Customers can also learn more about favorite children's authors, discover books for library professionals, and browse other offered services.

Learn more about Bound to Stay Bound Books at our website and online bookstore: www.btsb.com.

Bound to Stay Bound Books
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# The Bound to Stay Bound Books Experience

### Over 105 Years of Trusted Service to Schools and Libraries

Bound to Stay Bound (BTSB) specializes in providing high-quality, prebound children's and young adult books to schools and libraries across all 50 states. With over a century of experience, BTSB supports districts of all sizes with fully customized and cost-effective book ordering solutions.

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### Why Choose BTSB?

- **Proven Durability**
  All Bound to Stay Bound prebound editions meet or exceed the ANSI/NISO/LBI Z39.78 Standards for library binding. It is not uncommon for them to withstand over 200 circulations.
- **Guaranteed Quality**
  Every BTSB prebound book comes with an *unconditional binding guarantee*—if a page ever comes loose or falls out, we will replace the book at no charge.
- **Shelf-Ready, Cost-Effective**
  All orders include:
  - Free shelf-ready processing
  - Free MARC records
  - Free shipping
  - No order minimums

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### Reliable Inventory & Quick Turnaround

- Over 1.5 million volumes in stock
- Average 94% availability on first shipment
- Orders are typically picked, processed, and shipped within 10 working days

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**Dedicated Customer Support**

Each school district is supported by a dedicated local Sales Representative and an assigned Customer Support Representative. This team ensures:

- Personalized guidance
- Order accuracy
- Seamless communication throughout the process

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**In-House Quality Control**

All BTSB services are performed in-house—nothing is subcontracted. This ensures consistent, high-quality production and accountability across every step.

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**Our Mission**

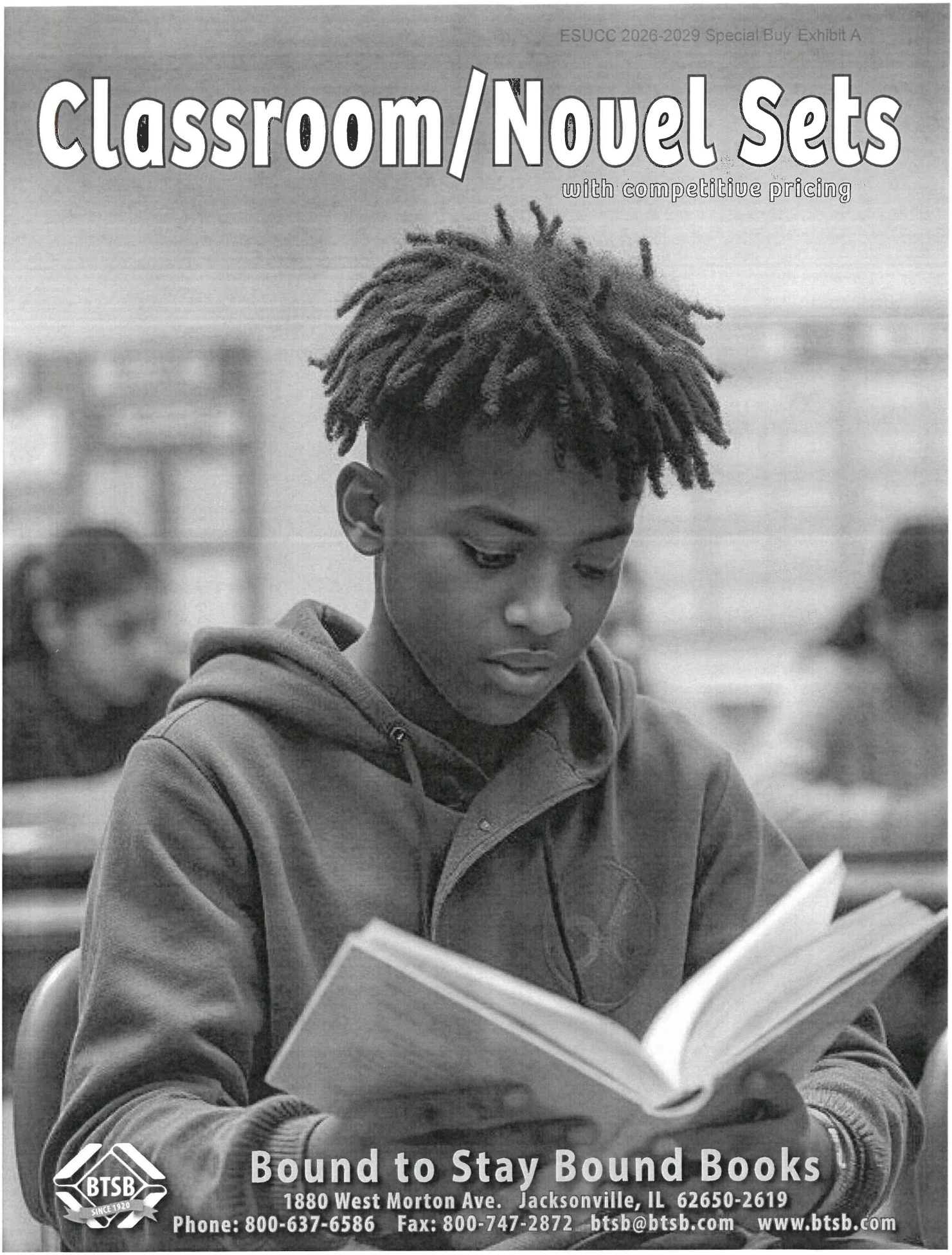
To deliver long-lasting, high-quality books that save schools time and money by reducing the need for repairs and replacements—while providing exceptional customer service through transparent, responsive communication.

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**Learn more at: www.btsb.com**
Or contact your local BTSB Sales Representative for details.

# Classroom/Novel Sets

with competitive pricing



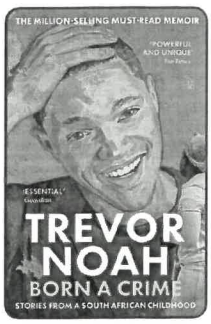
**Bound to Stay Bound Books**
1880 West Morton Ave. Jacksonville, IL 62650-2619
Phone: 800-637-6586 Fax: 800-747-2872 btsb@btsb.com www.btsb.com

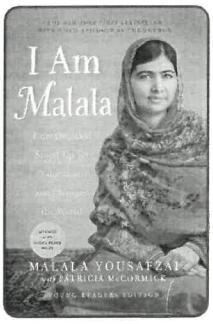
# Popular Novel Sets

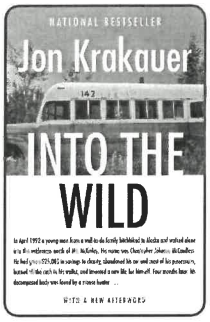
ISUCC 2015-2029 Special Buy Exhibit A

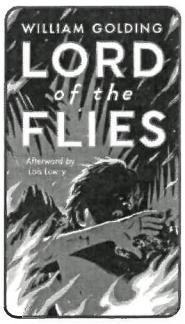
***Can't find the title you are looking for on the BTSB Bookstore?***
***Provide the author, title, ISBN and quantity of any title in print and receive a free quote.***
***Classroom sets are available in paperback, trade hardcover, or BTSB prebound hardcover.***

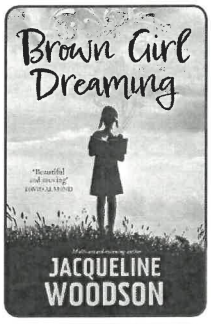
## *www.btsb.com/services/classroom-sets*

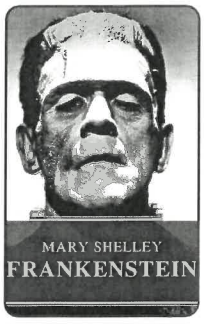


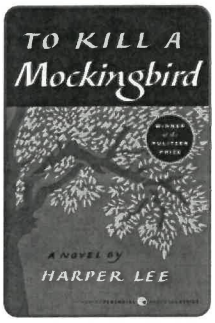



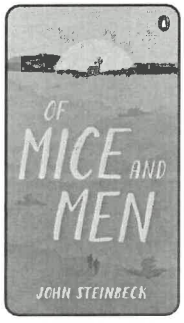



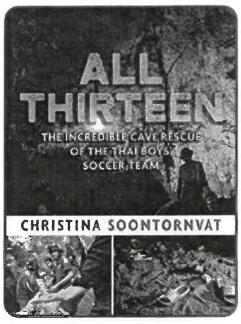



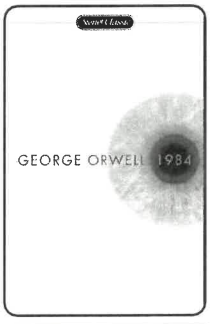



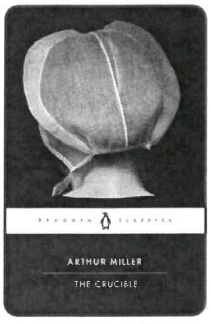



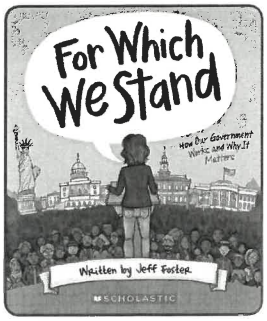






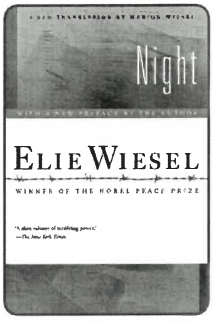





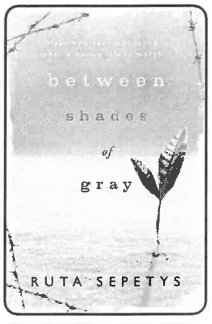






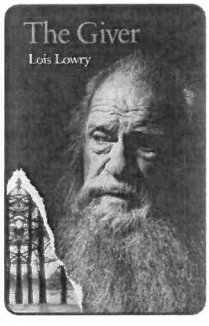


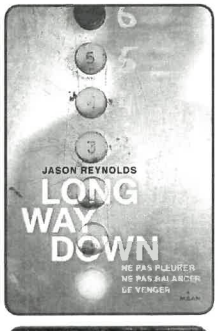


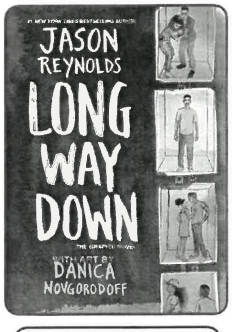


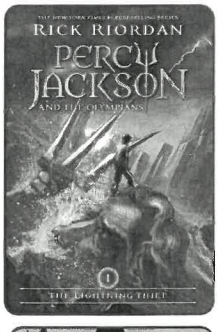


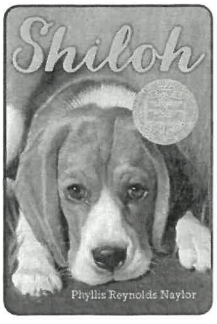


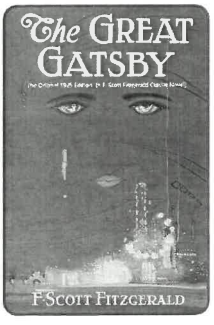



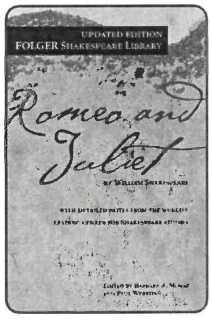



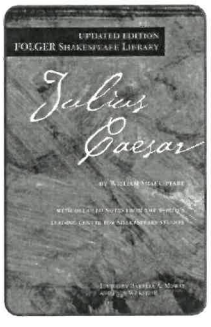



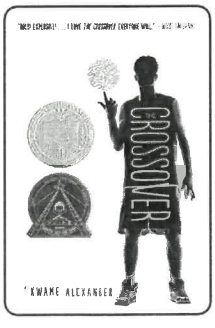



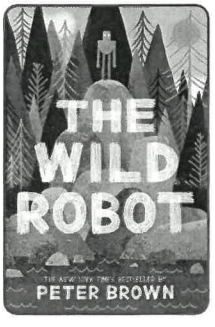



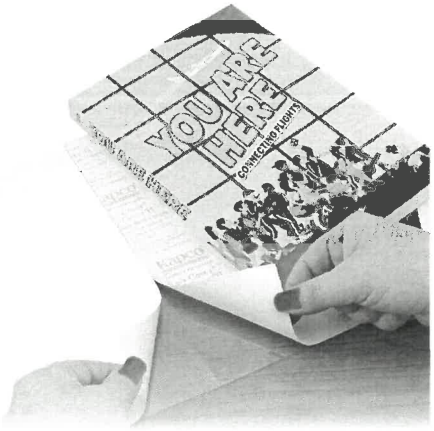
# FAQ Frequently Asked Questions

## Competitive Pricing

**Do you offer classroom sets in a paperback edition?**

YES!

**BTSB offers over 16,000 paperbacks, or if you are unable to find what you are looking for in our BTSB Bookstore, contact us!**




**I like adding Kapco covers to my paperbacks to help reinforce them, but it takes me so long. If I order my novels in paperback editions, can I have you apply the Kapco protective covers for me?**

YES!

**BTSB offers many processing services to save you time. Kapco covers can be added to any custom order quote so the books arrive ready to use.**

**My novels require barcodes so that I can inventory them, can you add that to my book order?**

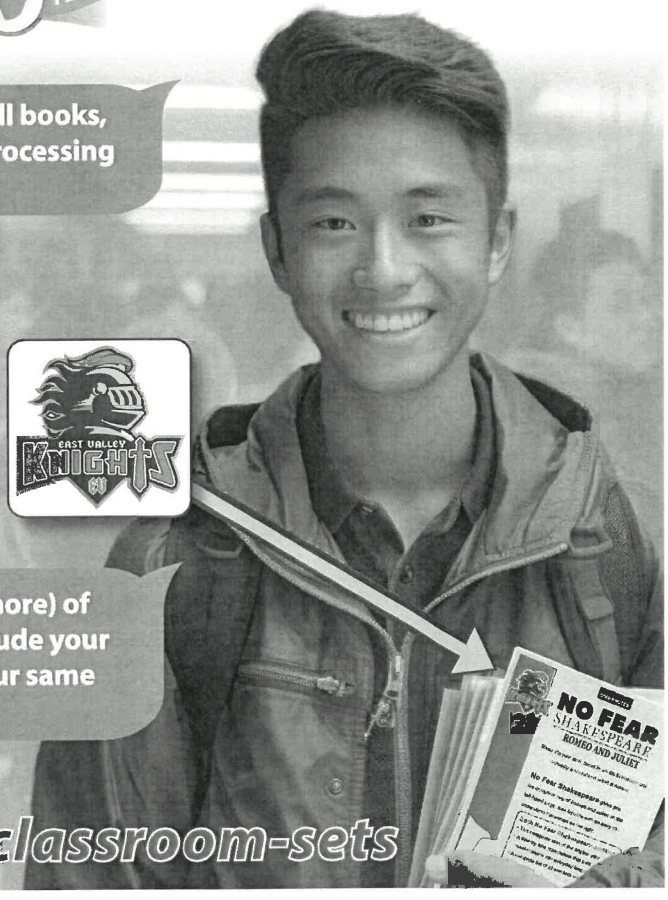
YES!

**BTSB offers a Free Processing option on all books, and you can customize any of our other processing options to your specific needs.**

**If I order 30 (or more) copies of the same book in a BTSB Prebound Edition can I get our School Logo printed directly on the book cover?**

YES!

**Any prebound book order with 30 (or more) of the same book can be customized to include your school logo at no additional cost with our same BTSB Unconditional Guarantee.**



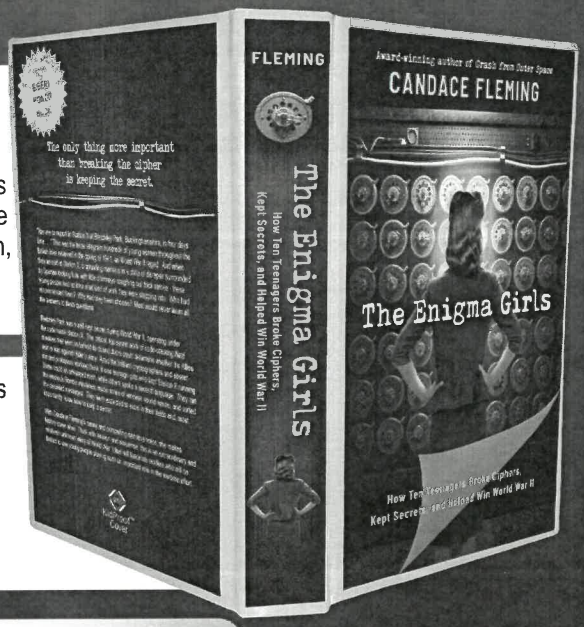

***www.btsb.com/services/classroom-sets***

ESUCC 2020-2029 Special Buy Exhibit A

# The Bound to Stay Bound Difference

## Picture Cover Plus™

BTSB Picture Cover Plus™ is imprinted with the title's original artwork. The blurb from the jacket is printed on the back cover. A protective high tack gloss lamination is applied to further enhance protection, assure increased circulation, and making it surface washable with disinfecting wipes.

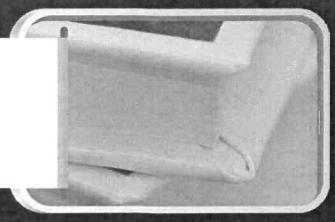



## Cover Material

Our durable KidProof cover material is a nylon reinforced, material specially designed for BTSB. This material exceeds the LBI specification even before it is laminated. No other company uses this material.

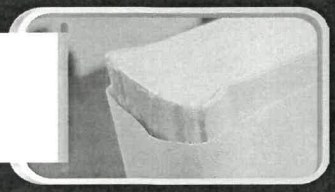
## Library Corners

All cases are made by using library corners. A double fold of our cover material on both sides of all four corners reinforces the book corners and protects against fraying, bending, and turning, which assures greater durability and longer life. This causes the corner of the cover to appear to be a bit rounded.



## Back Lining

All back lining extends down the side of the book onto the pages 1" on each side. It acts as a bumper or "bearing" between the book and the cover.



## Inspection Seal

Every Bound to Stay Bound book is hand-inspected to ensure the highest quality and craftsmanship before receiving the gold seal on the inside front cover.




**Our goal is to keep books off the repair/replace pile and keep them in the hands of your patrons. Spend your budget money building a library collection instead of replacing books.**

# Processing Options

## Free processing package

☐ free

All items, one each, either attached or unattached: 1 bar code label, 1 call number label and MARC records downloaded from BTSB Bookstore. **(Complete required specifications on pages B, C, & F)**

## Build your own processing package

| | Attached | Unattached |
|---|---|---|
| **Bar codes** *(specify locations on page B)* | | |
| 1 bar code **(only one free per book)** | ☐ free (1 label protector, outside only) | ☐ free (1 label protector) |
| 2nd bar code | ☐ .20 (1 label protector, outside only) | ☐ .10 (1 label protector |
| **MARC records** *(specify on page C)* | ☐ free (download only) | |
| **Call number labels** *(specify location on page C)* **(only one free per book)** | ☐ free (1 label protector) | ☐ free (1 label protector) |
| **Laminated jacket** *(see page C if you are requesting both laminated jackets and call # labels)* (Books that have jackets that cannot be laminated for special coating reasons will have a mylar cover applied) | ☐ .65 | ☐ .55 |
| **CoLibri covers** | ☐ 1.19 | |
| **Kapco covers (paperback only)** | ☐ 3.50 | |
| **Spine stamping** | ☐ .45 | |
| **Reading program** *(specify on page C)* | | |
| Print reading program below classification on call # label | ☐ .10 (only available with call # labels) | |
| Spine stamp reading program below classification | ☐ .20 (only available with spine stamping) | |
| Small reading program information label | ☐ .20 | ☐ .10 |
| Large reading program information label | ☐ .20 | ☐ .10 |
| **Lexile labels** *(specify locations on page D)* | | |
| Small Lexile label | ☐ .20 | ☐ .10 |
| Large Lexile label | ☐ .20 | ☐ .10 |
| **Fountas and Pinnell/Guided Reading Level label** *(specify locations on page D)* | ☐ .20 | ☐ .10 |
| **RFID** Contact Customer Support for pricing at **800-637-6586.** | | |
| **Property identification** *(specify on page E)* | | |
| Property stamping ____ # of stamps per book | ☐ .10 each | |
| Property label ____ # of labels per book | ☐ .20 each | ☐ .10 each |
| **Genre or colored dot labels** | ☐ .20 | ☐ .10 |
| **Security system** *(specify system on page E)* | ☐ .50 | |
| **Pockets** | | |
| Blank pocket with date due grid | ☐ .19 | ☐ .09 |
| Custom pocket with date due grid *(customize on page E)* | ☐ .49 | ☐ .39 |
| **Circulation card** | | ☐ .10 |
| **Date due slip** *(specify location on page E)* | ☐ .20 | ☐ .10 |
| **Catalog cards** *(specify on page E)* | | |
| Full set of catalog cards | | ☐ .45 |
| Shelflist card or Main entry card | | ☐ .15 |

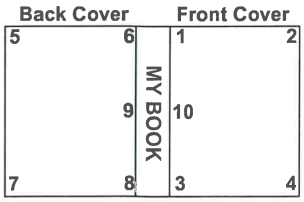
## Bar codes

☐ Unattached
☐ Does not apply

### First bar code (Select position and direction. Refer to illustration for bar code positions)

**_____ Position**
(1 through 10)

**Direction**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine




**If the bar code obscures any title or blurb on the outside cover of the book**
☐ Send unattached ☐ Adjust to avoid title or blurb ☐ Do not adjust

**If unable to adjust to avoid title on the front or blurb on the back of the book**
☐ Send label unattached
☐ Place label in original position

(If nothing indicated, label will be placed as close to desired position as possible without obscuring title on the front or blurb on the back of the book.)

### Second bar code (Please select a location, direction, and a position)

☐ Unattached

**Location**
☐ **Inside front cover •**
☐ Front flyleaf
☐ Title page
☐ Back flyleaf
☐ **Inside back cover •**
☐ On the pocket
**• Not available with laminated processing**

**Direction**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine

**Position**
☐ Upper left
☐ Centered at top
☐ Upper right
☐ Center
☐ Center left
☐ Center right
☐ Lower left
☐ Lower right
☐ Centered at bottom

**If the bar code obscures any title on the inside of the book**
☐ Send unattached ☐ Adjust to avoid title ☐ Do not adjust

If unable to adjust to avoid title on the inside of the book
☐ Send label unattached
☐ Place label in original position

(If nothing indicated, label will be placed as close to desired position as possible without obscuring title or blurb.)

Attach a sample bar code here

**Exclusive BTSB bar code range for all orders**
_____ to _____ (Unless specified with each order)

**Length of bar code number** _____ positions. Including check digit if applicable.

**Check digit**
☐ None ☐ Mod 10 ☐ Mod 43

**School code** (Necessary if using a 14 digit number): _____

**Bar code symbology**
☐ Code 39 ☐ Codabar ☐ Follett Interleaved 2 of 5 ☐ Interleaved 2 of 5

**Library name as it should appear on the bar code label** (30 positions maximum, case sensitive)

# Processing Specifications

## MARC records

☐ Does not apply **Automated system (Company & Product)** _____

**Type of MARC record**

☐ MARC21 (852 holdings) ☐ MARC21 (949 holdings)
☐ RDA-based MARC21 (852 holdings) ☐ RDA-based MARC21 (949 holdings)

**Include reading program information in MARC record (526 field)**

☐ Accelerated Reader® ☐ No reading program information

**Include Lexile level in MARC record (521 field)** ☐ Yes ☐ No

**Include 13 digit ISBN in MARC record (020 field)** ☐ Yes ☐ No

**Location code** (Optional) Primary _____
Secondary _____

**Media type**

☐ Download from BTSB Bookstore

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## Call number labels

☐ Unattached
☐ Does not apply

Attached call number label position (from bottom of book to bottom of label)
☐ ¼" ☐ ½" ☐ ¾" ☐ 1" ☐ 1¼" ☐ 1½" ☐ 1¾" ☐ 2"

Call number label direction
☐ Horizontal (vertical if call # length exceeds thickness of spine) ☐ Horizontal (never vertical)

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## Laminated jacket orders (This information is only needed if both laminated jackets and call number labels requested)

☐ Does not apply
☐ Attach call number label to jacket
☐ If no jacket available, attach call number label to book ☐ If no jacket available, spine stamp book

---

## Reading program

☐ Unattached
☐ Does not apply
☐ Small
☐ Large

☐ **Accelerated Reader®**
☐ Include Lexile level (LX 590) on AR Information label
☐ Include Fountas and Pinnell on AR Information label

**Locations available:**
☐ Outside front cover
☐ **Inside front cover** •
☐ Inside front flyleaf
☐ Outside back cover
☐ **Inside back cover** •
☐ Inside back flyleaf
☐ Spine of book

**Placement available:**
☐ Upper Left
☐ Upper Right
☐ Centered at top
☐ Lower Left
☐ Lower Right
☐ Centered at bottom
☐ Above Classification
☐ Below Classification

**Direction:**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

**Small Information Label**

AR
RL 3.6
PT 1.0
LX 520

**Large Information Label**

Art Of Miss Chew
Polacco, P
Reading Level: 3.6 Point Value: 0.5
Interest Level: LG AR Quiz: 150083

If **Information label** obscures any title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Adjust to avoid title or blurb
If unable to adjust to avoid title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Place label in original position
☐ Do not adjust label
(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

## Lexile Labels ☐ Small ☐ Large

☐ Unattached ☐ Include Fountas and Pinnell level

☐ Does not apply

**Large Lexile Label**

Becker, B
Christmas Crocodile
Lexile AD 610

**Small Lexile Label**

LX
600
AD

**Locations available:**
- ☐ Outside front cover
- ☐ **Inside front cover** •
- ☐ Inside front flyleaf
- ☐ Outside back cover
- ☐ **Inside back cover** •
- ☐ Inside back flyleaf
- ☐ Spine of book

**Placement available:**
- ☐ Upper Left
- ☐ Upper Right
- ☐ Centered at top
- ☐ Lower Left
- ☐ Lower Right
- ☐ Centered at bottom
- ☐ Above Classification
- ☐ Below Classification

**Direction:**
- ☐ Horizontal
- ☐ Vertical, reading same direction as spine
- ☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

If **Information label** obscures any title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Adjust to avoid title or blurb

If unable to adjust to avoid title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Place label in original position

☐ Do not adjust label

(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

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## Fountas and Pinnell/Guided Reading Level Label

☐ Unattached

☐ Does not apply

A

**Locations available:**
- ☐ Outside front cover
- ☐ **Inside front cover** •
- ☐ Inside front flyleaf
- ☐ Outside back cover
- ☐ **Inside back cover** •
- ☐ Inside back flyleaf
- ☐ Spine of book

**Placement available:**
- ☐ Upper Left
- ☐ Upper Right
- ☐ Centered at top
- ☐ Lower Left
- ☐ Lower Right
- ☐ Centered at bottom
- ☐ Above Classification
- ☐ Below Classification

**Direction:**
- ☐ Horizontal
- ☐ Vertical, reading same direction as spine
- ☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

If **Information label** obscures any title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Adjust to avoid title or blurb

If unable to adjust to avoid title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Place label in original position

☐ Do not adjust label

(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

# Processing Specifications

## Property identification
☐ Property Label ☐ Property Stamp (stamp provided by customer)
☐ Unattached
☐ Does not apply

**Locations available:**
☐ **Inside front cover •**
☐ Front fly leaf
☐ Title page
☐ Back fly leaf
☐ **Inside back cover •**
☐ On pocket

**Placement available:**
☐ Upper left
☐ Centered at top
☐ Upper right
☐ Center
☐ Lower left
☐ Lower right
☐ Centered at bottom

**If label obscures title/blurb:**
☐ Send unattached
☐ Adjust to avoid title or blurb
If unable to avoid title/blurb:
☐ Send label unattached
☐ Place label in original position
☐ Do not adjust

**If stamp obscures title/blurb:**
☐ Adjust to avoid title or blurb
☐ Do not stamp

**• Not available with laminated processing**

Property identification***

_____

_____

_____

## Genre or colored dot labels
Contact Customer Support to set up your Genre Profile at **800-637-6586**.

## RFID
Contact Customer Support to set up your RFID Profile at **800-637-6586**.

*** *Identifications & Inscriptions are always centered. This information will be printed exactly as you indicate on this form so use upper and lower case where needed.*

## Security system
☐ Unattached ☐ 3M Tattletape attached
☐ Does not apply ☐ CHECKPOINT attached

## Pockets (Circulation card sold separately)
☐ Unattached
☐ Does not apply

Custom pocket inscription***

_____

_____

_____

**Attachment locations available for custom or blank pocket:**
☐ Inside front cover **(Not available with laminated processing)**
☐ Inside back cover **(Not available with laminated processing)**
☐ Front flyleaf
☐ Back flyleaf

## Circulation card (sold separately from pocket)
☐ Include with pocket ☐ Does not apply

## Date due slip
☐ Unattached
☐ Does not apply

**Locations available:**
☐ **Inside front cover •**
☐ **Inside back cover •**
☐ Front flyleaf
☐ Back flyleaf

**Positions available:**
☐ Centered on page (standard)
☐ Upper right
☐ Lower right
☐ Centered on bottom of page

**• Not available with laminated processing**

## Catalog cards
☐ Does not apply

**Sequence:**
☐ Catalog cards in sets, arranged in alphabetical order
☐ Catalog cards with author, title, and subject in one alphabet
☐ Catalog cards with author and title in one alphabet, subject cards in separate alphabet
☐ Shelflist card only, sorted by Dewey number
☐ Shelflist cards only, sorted by author
☐ Main entry card only, sorted by author
☐ Main entry and shelflist cards only in separate alphabets

**Additional options available:**

**Tracings:**
☐ Tracings on the shelflist cards
☐ No tracings on shelflist cards

**Summary-annotation:**
☐ Library of Congress summaries
☐ No summaries

**Card headings:**
☐ Headings on card sets
☐ No headings on card sets

# Cataloging Options

**Fill in each category. Cataloging options will be kept on file for all future orders.**

## Call number prefix

**Spanish** ☐ **No designation** ☐ S over call # ☐ SP over call # ☐ SPA over call #

**Reference** ☐ **No designation** ☐ R over call # ☐ REF over call #

**Juvenile fiction** ☐ **No designation** ☐ J over call # ☐ JUV over call # ☐ JF over call #
☐ Juv over call # ☐ JUVENILE over call # ☐ J in front of call # ☐ j in front of call #

**Juvenile nonfiction** ☐ **No designation** ☐ J over call # ☐ JUV over call #
☐ JNF over call # ☐ J in front of call # ☐ j in front of call #

**Paperback Books** ☐ PB ☐ PBK ☐ Other_____

## Author letters (Specify length for each classification)

☐ **First capital, rest lower case** ☐ All capital letters

**Include spaces or apostrophes in author letters**

☐ **Yes (O'Connor = O'C )** ☐ No (O'Connor = OCO)

**Title main entry**

☐ **Main entry letters using title, according to AACR Second Edition 2005 update**
☐ Main entry letters using editor or compiler

## Subject headings

☐ **Sears subject headings** ☐ Library of Congress children's subject headings

## Call numbers

**Fiction** ☐ **F** ☐ Fic ☐ FIC ☐ No classification
_____ # of author letters (3 letters standard, 8 maximum)

**Easy fiction** ☐ **E** ☐ EASY ☐ P ☐ PIC ☐ E over Fiction
☐ EF ☐ Easy ☐ Pic ☐ Same as Fiction ☐ No classification
_____ # of author letters (3 letters standard, 8 maximum)

**Graphic novels standard options**

**Fiction Samples:** ☐ GN 741.5 BRO ☐ GN BRO ☐ GN FIC BRO **Nonfiction Samples:** ☐ GN 92 BRO ☐ GN 796.2 BRO

**Other:** Fiction _____ Nonfiction _____
_____ _____
_____ _____

**Story collection**

☐ **SC** ☐ 808.83 ☐ 808.8 ☐ Same as Fiction ☐ No classification
_____ # of author letters (3 letters standard, 8 maximum)

**Nonfiction** ☐ **Dewey Decimal Classification** ☐ No classification
_____ # of author letters (3 letters standard, 8 maximum)

**Easy nonfiction**

☐ **E** ☐ P ☐ Dewey number ☐ ENF over Dewey
☐ Easy ☐ PIC ☐ E over Dewey ☐ ENF
☐ EASY ☐ Pic ☐ No classification
_____ # of author letters (3 letters standard, 8 maximum)

**Individual biography**

☐ **92** ☐ B ☐ B over 92
☐ 920 ☐ BIO ☐ B over 920
☐ 921 ☐ Bio ☐ B92
☐ Dewey of biographee ☐ No classification
_____ # of letters of biographee's last name (3 letters standard, 8 maximum)

**Collective biography**

☐ **920** ☐ B ☐ C920 ☐ BC
☐ 921 ☐ BIO ☐ C over 92 ☐ CB
☐ 92 ☐ Bio ☐ C over 920 ☐ No classification
☐ Dewey of biographee
_____ # of author letters (3 letters standard, 8 maximum)

**Bold Type** indicates our standard options.

# Order Form

**Bill to:** _____ **Ship to:** _____

_____ _____

_____ _____

_____ _____

**Signature** _____ **Title** _____

**Phone #** _____ **Fax #** _____

**email** _____

## Ordering Method

- ☐ P. O. # _____ Date _____/_____/_____ Do not exceed $_____
- ☐ Reserve titles, await confirmation
- ☐ Firm order, no purchase order required

## Processing Services

- ☐ No processing services or MARC records
- ☐ MARC records only
- ☐ Free processing package or ☐ Use processing on file
  - ☐ Use bar code range on file
  - ☐ Starting bar code number _____
  - ☐ Check if bar code number requested is lower than previous number because you are filling in gaps.
  - ☐ Contact me. My automated system has been upgraded or changed since my last order.
- ☐ New build your own processing attached (Complete pages A-F as appropriate)

## Payment Method

☐ Send invoice ☐ Check enclosed ☐ Credit card

For security purposes: Do not disclose card information. We will contact you by telephone to acquire this information.

## Shipping

Free shipping (Allow extra time for new Spring and Fall titles.)

- ☐ Standard (Ship immediately, continue to ship as available. Backorders are canceled 60 days from the date the order is received.)

or

- ☐ Special handling Number of shipments _____ Date order must be completed _____/_____/_____

No shipments between these dates _____/_____/_____ to _____/_____/_____ (summer, holidays, etc.)

- ☐ Send a Replacement Catalog

Bound to Stay Bound Books
1880 West Morton Ave.
Jacksonville, IL 62650-2619

Phone 800-637-6586
Fax 800-747-2872
email btsb@btsb.com
www.btsb.com
2025-2026

(Prices subject to change without notice.)

**EXHIBIT "B"**

**1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

**See attachment labeled**

**"ESUCC 2026-2029 Special Buy Agreement Exhibit B"**

**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.

**Bound to Stay Bound Books**
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# Bid Schedule

***For the Purchase of Bound to Stay Bound Books***

## Pricing and Discounts

All BTSB prices are published in The BTSB Bookstore online catalog at **www.btsb.com**. When logged in, your actual discounted price is automatically displayed.

- **Prebound Standard Discount Titles:** Publisher list price reduced 30%, plus $10.49 prebinding charge per book.
- **Prebound Short Discount Titles:** Publisher list price reduced 10%, plus $10.49 prebinding charge per book.
- **Paperback Editions:** 18% discount from publisher list price.
- **Playaway Audio Books:** 5% discount from publisher list price.
- **Large Print Paperbacks:** 18% discount from publisher list price.
- **Large Print Hardcovers:** 7% discount from publisher list price.
- **Trade Hardcovers:** No discount from publisher list price.

The discount listed above will remain constant throughout the contract term. However, BTSB reserves the right to pass along increases in publisher list prices received prior to invoice.

Additional discounts will be available for purchases of 30 or more copies of the same title regardless of whether they are prebound hardcover or paperback format.

## Payment Terms

All pricing is based on net 30-day payment terms. If payment is consistently delayed beyond 30 days, BTSB reserves the right to adjust discounts to compensate for extended credit.

## Shipping & Delivery

- Shipping Charges: Paid by BTSB for all shipments within the continental United States.
- Delivery Time: First shipment within 10 days after receipt of purchase order.
- Carrier: Standard ground shipping (no charge to customer).
- Partial Shipments: Allowed unless otherwise requested.

**Returns and Product Guarantee**

Processed books that are marked, stamped, or labeled in any way are returnable only if damaged in shipping or if a defect exists in binding, processing, or printing. BTSB guarantees all workmanship and materials to be free from defects.

**Value-Added Services**

- MARC Records: No charge; available for download from www.btsb.com.
- Customized Processing: Available to meet individual library specifications.
- Online Bookstore Tools: Customers can create, merge, and manage book lists, check stock status, and order online 24/7.
- No Subcontractors: All binding and processing performed by BTSB staff in our Jacksonville, Illinois facility.

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**

**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes:X No:
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes: No:X
    c. If "Yes", Order receipt method: Email: cXML:
        i. If "Email" address to deliver orders to:
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):
            Contact email address:
            Contact Phone:
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name: DAVID STILES
    **b.** Title: SALES REPRESENTATIVE
    **c.** Phone: 800-637-6586 EXT 3536
    **d.** Email: DSTILES@BTSB.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): EMILY COMBS
    Contact email address: ECOMBS@BTSB.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.BTSB.COM

## EXHIBIT "D"

### SOFTWARE LICENSE AGREEMENT

**<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>**

# N/A

Bound to Stay Bound Books, Inc. does not provide software, AI-powered service, or any type of student data collection service.

## 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 Cooperate, 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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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.

# Euna Order Form

Euna Solutions, Inc.
1155 Perimeter Center West, Suite 500
Sandy Springs, GA 30338

**Bill To:**

Nebraska Educational Service Unit Coordinating Council
412 West 14th Avenue
Holdrege, NE 68949
United States

**End User:**

Nebraska Educational Service Unit Coordinating Council
412 West 14th Avenue
Holdrege, NE 68949
United States

**Prepared by:**

Dek Prentice
dek.prentice@eunasolutions.com

**Quote Expiry Date:** 2026-09-14

**Subscription Term:** 36 months

**Euna Solution Line: Euna Procurement**

**Annual Subscriptions**

| Description | SKU Code | Quantity |
|---|---|---|
| Electronic Bidding | PRIW-SW-29 | 1 |
| Supplier Management | PRIW-SW-33 | 1 |
| | Recurring Annual Fees: | USD 15,225.00 |

# ORDER NOTES

**Fees By Period:**

| Period | Price | Start Date | End Date |
|---|---|---|---|
| 1 | USD 15,225.00 | 9/15/2026 | 9/14/2027 |
| 2 | USD 15,380.00 | 9/15/2027 | 9/14/2028 |
| 3 | USD 15,535.00 | 9/15/2028 | 9/14/2029 |

**Terms of Payment:**
**NOTE THAT THIS IS NOT AN INVOICE**

- Net 30
- Applicable sales tax extra
- Annual Subscriptions
  - Due 100% on 2026-09-15.
- One-Time Services
  - Not applicable.

**For Customer Invoicing Purposes:**

**Tax ID #** _____

**Is this purchase tax exempt?** ☐ **Yes** ☐ **No. If yes, please include your tax-exempt form for our records.**

**Contact Information for Notices and Invoices:**

**Name:** _____

**Email:** _____

**Terms and Conditions**

Unless otherwise stipulated in Order Notes and Terms of Payment, the Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed above (the "Agreement").

All remittance advice and invoice inquiries can be directed to billing@eunasolutions.com.

# SAAS AND SERVICES AGREEMENT

This SAAS and Services Agreement, including all documents referenced and incorporated below and the Order Form which by this reference is incorporated herein (collectively, this "**Agreement**"), dated as of 9/15/2026 (the "**Effective Date**"), is by and between Euna Solutions, Inc. (referred to as "**Licensor**" or "**EUNA**," as part of the EUNA brand) and Nebraska Educational Service Unit Coordinating Council ("**Customer**"). EUNA and Customer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**." The Parties agree as follows:

1. Definitions.

a. "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and the applicable Order Form, and (ii) for whom access to the SAAS Offering has been purchased hereunder.

b. "**Confidential Information**" means any information relating to a Disclosing Party (as defined in Section 9), its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the Disclosing Party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as "confidential" or "proprietary," or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.

c. "**Customer Data**" means, other than Diagnostic Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.

d. "**Deliverable**" means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.

e. "**Diagnostic Data**" means all aggregated and de-identified information that EUNA's systems or applications automatically collect regarding Customer's use of the SAAS Offering and its performance, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.

f. "**Documentation**" means the applicable training, informational or support videos and documentation relating to (i) the use of and access to the SAAS Offering and (ii) any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto, provided by EUNA to Customer in any format.

g. "**Fees**" means the fees set forth in the applicable Order Form, including any Third-Party Pass-Through Fees as defined herein.

h. "**Intellectual Property Rights**" (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by applicable Law, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered

or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other intellectual property rights protectible under any Laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

i. "Law" means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law in the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.

j. "**Order Form**" means the order form between the Parties that incorporates this Agreement.

k. "**Public Facing Software**" means a portion of the Software made available by the Customer to members of the general public.

l. "**SAAS IP**" means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Diagnostic Data and any information, data, or other content derived from EUNA's monitoring of Customer's access to or use of the SAAS IP but does not include Customer Data.

m. "**SAAS Offering**" means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.

n. "**Professional Services**" means the services set out in the applicable Order Form and any associated statement of work attached or referenced in the Order Form ("Statement of Work"), if applicable.

o. "**Term**" has the meaning set forth in Section 10 a.

p. **"Third-Party Pass-Through Fees**" means fees charged to EUNA by third-party vendors for products, services, or application programming interfaces ("APIs") that are incorporated into or required for the operation of the SAAS Offering, which EUNA passes through to Customer at cost with no markup, where such fees are attributable to Customer's selection of, or contractual relationship with, a specific third-party vendor ("Customer-Selected Vendor"), and where the Customer-Selected Vendor's API or integration is required to enable the functionality described in the applicable Order Form.

q. "**Third-Party Products**" means any third-party products described in the applicable Order Form provided with or incorporated into the SAAS Offering.

2. Professional Services. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Order Form and Statement of Work.

3. Software Subscription.

a. Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) right to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms

and conditions herein. Such use is limited to Customer's internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. Public Facing Software. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.

c. Documentation License. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.

d. Optional Features. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to other licensees of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services that may be required for implementation.

e. Use Restrictions. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that causes such SAAS Offering or Documentation to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any person, or that violates any applicable Law.

f. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer or any Authorized User is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable Law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services or products required to enable Customer to access or use the SAAS Offering each a ("**Service Suspension**"). EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is investigated, contained, remediated, and cured. EUNA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

g. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer's use of the SAAS Offering and collect and compile Diagnostic Data. As between EUNA and Customer, all right, title, and interest in Diagnostic Data, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Diagnostic Data based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Diagnostic Data publicly available in compliance with applicable Law, and (ii) use Diagnostic Data to the extent and in the manner permitted under applicable Law. EUNA agrees to process Customer Data available in accordance with EUNA's privacy policy which is available upon request and online at https://eunasolutions.com/privacy-policy/. EUNA may update its privacy policy from time to time and such updated privacy policy will be effective and applicable upon posting.

4. Customer Obligations.

a. For Professional Services. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Order Form and Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA's provision of the Professional Services.

b. For the SAAS Offering. In connection with the SAAS Offering:

(i) Customer agrees to be responsible and liable for all uses of the SAAS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer agrees to be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the SAAS Offering and shall cause Authorized Users to comply with such provisions.

(ii) EUNA may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions. Where a Third-Party Product or API is provided by a Customer-Selected Vendor, Customer acknowledges that the pricing for such Third-Party Products or APIs is established and controlled solely by the Customer-Selected Vendor and is not within EUNA's control. EUNA shall pass through any increases in Third-Party Pass-Through Fees to Customer upon written notice as set forth in Section 5(c). Customer's continued use of the SAAS Offering following the effective date of any such increase shall constitute Customer's acceptance of the updated Third-Party Pass-Through Fees. For the avoidance of doubt, EUNA does not mark-up Third-Party Pass-Through Fees and assumes no liability for pricing decisions made by Customer-Selected Vendors.

(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation, and complete and accurate feedback, approvals, information, and data

from Customer's officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation and operation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing or operating the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation or provision of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

5. Fees and Expenses.

a. Fees. Except for Fees that Customer has successfully disputed, including any applicable Third-Party Pass-Through Fees, without offset or deduction, Customer shall pay the Fees without offset or deduction. Unless otherwise provided in the applicable Order Form, Customer shall pay the Fees in US dollars within thirty (30) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the Professional Services and the SAAS Offering until such amounts are paid in full.

b. Taxes. Fees do not include any taxes. Customer is exempt by Law from payment of State and local sales tax and federal excise tax. In the event that taxes are assessed by any governmental body on any Deliverable provided under this Agreement, in which Customer is not exempted from paying, EUNA shall have the option to terminate the Agreement in lieu of assessment of the taxes against EUNA, provided however that Customer shall have the option to pay EUNA all such tax amounts which have been properly invoiced, at Customer's discretion, to avoid termination of this Agreement. Customer shall provide EUNA with a valid tax exemption certificate upon request.

c. Third-Party Pass-Through Adjustments. Notwithstanding anything to the contrary in this Agreement, EUNA reserves the right to adjust the Fees payable under any Order Form to reflect changes in Third-Party Pass-Through Fees imposed by Customer-Selected Vendors. EUNA shall use commercially reasonable efforts to provide Customer with advance notice of anticipated Third-Party Pass-Through Fee changes as soon as practicable after EUNA receives notice from the applicable Customer-Selected Vendor, which notice shall identify: (i) the applicable Customer-Selected Vendor; (ii) the prior fee amount; (iii) the new fee amount; and (iv) the effective date of the adjustment. Customer-Selected Vendor fee adjustments shall be billed at cost with no markup by EUNA. Customer acknowledges and agrees that Third-Party Pass-Through Fee increases do not constitute a material breach of this Agreement by EUNA.

6. Service Levels and Support.

a. Service Levels. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to make the SAAS Offering available in accordance with the service levels set out in the provided service level documentation posted from time to time on EUNA's website at www.eunasolutions.com/sla/ (the "**Service Level Agreement**").

b. Support. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to provide the support services described in the support services documentation posted from time to time on EUNA's website at www.eunasolutions.com/sla/ (the "**Service Level Agreement**").

c. Updates. EUNA reserves the right to modify the Service Level Agreement from time to time effective immediately by posting an updated policy at the links referenced above. EUNA's support obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Service Level Policy, EUNA shall not have any obligation to provide support services to any third parties.

7. Representations, Limited Warranties, and Disclaimer.

a. Representations. Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.

b. Warranties for Professional Services. EUNA warrants that it will perform the Professional Services:

(i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;

(ii) using personnel of commercially reasonable skill, experience, and qualifications; and

(iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

c. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any warranties, representations or guarantees regarding uptime or availability of the SAAS Offering except to the extent specifically included in the applicable Service Level Policy. THE FOREGOING WARRANTIES, REPRESENTATIONS AND GUARANTEES DO NOT APPLY AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR ANY FAILURE IN PERFORMANCE CAUSED BY THIRD-PARTY PRODUCTS.

d. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties, representations and guarantees in this Agreement shall be as follows:

(i) EUNA shall use reasonable commercial efforts to promptly cure any such breach; provided, that if EUNA cannot cure such breach within sixty (60) days after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.

(ii) For Professional Services, Customer's remedy for breach of the foregoing warranties, representations and guarantees shall be the re-performance of the relevant Professional Services free of charge to the extent the breach was caused solely by EUNA. The foregoing remedy shall not be available unless Customer provides written notice of such breach (which notice reasonably describes the breach and the deficiencies identified by Customer) within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(iii) For any such breach involving a failure to meet the commitments in the Service Level Policy, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Policy.

e. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Intellectual Property.

a. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. If any derivative work is created by Customer from the SaaS Offering EUNA shall own all right, title and interest in and to such derivative work.

b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, or (ii) has a valid license with the right to sublicense the Customer Data to EUNA as provided herein. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Diagnostic Data. Customer represents, warrants and agrees that: (A) it will comply with applicable Law, including the Laws of the territories and jurisdictions from which any Customer Data is obtained or pertains, in collecting, using, disclosing, transmitting and in soliciting the transmission of Customer Data into or with the SAAS Offering as contemplated under this Agreement; (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA; and (C) EUNA's use, storage, disclosure and other processing of Customer Data in accordance with this Agreement or Customer's instructions or direction will not cause EUNA or any of its vendors to violate any applicable Law or infringe the rights of any individual or third party.

d. Passwords. Customer is responsible for the confidentiality and use of its passwords, other credentials, and account, and in no event shall EUNA be liable for any loss of information of Customer or

other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords, other credentials or account.

e. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health information, medical information, health insurance card information, policy identification numbers, or any other information that would cause EUNA to be classified as a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") or similar designation under other Laws, (ii) information that causes EUNA to be subject to any Laws beyond those Laws generally applicable to all cloud service providers, (iii) security passwords or credentials, and/or (iv) data revealing race, ethnicity, political opinions, religion, sexual orientation, philosophical beliefs or trade union membership or any other information identified under applicable Law as "sensitive information," "private information," or like designation (collectively, "**Prohibited Information**"). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify and hold EUNA harmless from and against any claims and liability arising from the transmission to EUNA of any Prohibited Information or any processing of such information by EUNA, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.

f. Feedback. If Customer or any of its employees or contractors provides, sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to the SAAS Offering, Documentation, Software, Professional Services, or any of EUNA's Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to EUNA, and will cause its employees, contractors and/or agents to assign to EUNA, all right, title, and interest in and to the Feedback, including all Intellectual Property Rights in the Feedback, to EUNA without further consideration. EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.

g. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP.

9. Confidentiality.

a. Generally. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Confidential Information shall at all times remain the property of the Disclosing Party. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party protects its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) except as permitted in this Agreement, not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives (including EUNA's affiliates and third party service providers) who need to know the Confidential Information to assist the Receiving Party, act on its behalf, or to exercise its rights or perform its obligations under this Agreement. The obligations in this section do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of the Receiving

Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information of the Disclosing Party.

b. Permitted Disclosures. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required to establish a Party's rights under this Agreement, including to make required court filings. If a Receiving Party is faced with judicial or governmental action to disclose Confidential Information of the Disclosing Party, the Receiving Party must, if legally permissible, notify the Disclosing Party forthwith and, at the Disclosing Party's request, provide reasonable assistance in opposing such action at the Disclosing Party's cost and expense.

c. Destruction. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy or securely archive, in accordance with its standard information retention practices, all copies of the Disclosing Party's Confidential Information in its possession or control and, upon request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed or archived in accordance with this Section. Notwithstanding the foregoing, (i) a Receiving Party may retain Confidential Information relevant to any pending or threatened litigation, audit, or governmental investigation, and (ii) EUNA may retain Customer's Confidential Information, including Customer Data, in accordance with its information retention policies and Section 15(a), including through logical archival, restricted access controls, backup systems, or similar commercially reasonable data management practices.

d. Irreparable Harm. Each Party acknowledges that Confidential Information may constitute unique, valuable, proprietary and trade secret information of the Disclosing Party, and that unauthorized disclosure thereof by the Receiving Party may cause irreparable injury to the Disclosing Party. Accordingly, each Party acknowledges and agrees that monetary damages may not be adequate in the event of a default of this Article 9 and, therefore, that the Disclosing Party may be entitled to injunctive or other affirmative relief, without such constituting an election of remedies, and that the Disclosing Party will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Article 9, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

e. Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

10. Term, Termination, and Survival.

a. Term. The term of this Agreement (the "**Term**") commences on the Effective Date of this Agreement and will continue in effect for as long as there is an outstanding Order Form in place. Each Order Form will continue for the applicable term listed in such Order Form until terminated by either Party in accordance with this Agreement. The termination or expiration of an Order Form will not affect or otherwise terminate this Agreement or any other Order Form covering other products or services in effect at such time.

b. User Subscriptions. All user subscriptions in an Order Form shall automatically renew for additional one-year at the end of the then current subscription term listed on the Order Form, unless the

Customer gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term of the subscription shall be the same as that during the prior term unless EUNA gives written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Notwithstanding the foregoing, Third-Party Pass-Through Fees are not subject to the renewal pricing stability provision of this Section and shall be governed exclusively by Section 5(c). For the avoidance of doubt, EUNA may adjust Third-Party Pass-Through Fees during a subscription term or at renewal in accordance with Section 5(c) without such adjustment constituting a violation of the renewal pricing notice requirements of this Section.

c. Termination for Convenience. Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a "**SaaS Recovery Amount**" equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

d. Termination for Cause. In addition to any other express termination right set forth in this Agreement:

(i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

e. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, EUNA will immediately cease providing any Professional Services and Customer shall immediately discontinue use of the SAAS Offering. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

f. Non-Appropriation. In the event Customer is not granted an appropriation of funds at any time during the Term and the non–appropriation did not result from an act or omission by Customer, Customer shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of the payments for which fund shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Customer's fiscal period, Customer shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Customer; and (c) Customer has exhausted all funds legally available to pay EUNA. If Customer terminates this Agreement because of non-appropriation of funds, Customer may not purchase or lease during the subsequent fiscal period, software and/or service performing the same function as, or functions taking the place of those performed by the software and/or service provided by EUNA; however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement.

g. Survival. Sections 3.g, 4, 5, 7, 8, 9, 10, 11, 12, and 14-34 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. Indemnification.

a. EUNA Indemnification.

(i) EUNA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ("**LOSSES**") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("**THIRD-PARTY CLAIM**") THAT THE SAAS OFFERING OR PROFESSIONAL SERVICES, OR ANY USE OF THE SAAS OFFERING OR PROFESSIONAL SERVICES IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, PROVIDED THAT CUSTOMER PROMPTLY NOTIFIES EUNA IN WRITING OF SUCH THIRD-PARTY CLAIM, COOPERATES WITH EUNA, AND ALLOWS EUNA SOLE AUTHORITY TO CONTROL THE DEFENSE AND SETTLEMENT OF SUCH THIRD-PARTY CLAIM.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit EUNA, at EUNA's sole discretion, to (A) modify or replace the SAAS Offering or Professional Services or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) terminate the license for the SAAS Offering and Professional Services and provide a pro rata refund to Customer. If EUNA determines that none of these alternatives is reasonably available, EUNA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SAAS Offering or Professional Services in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; (B) modifications to the SAAS Offering or Professional Services not made by EUNA; or (C) Customer Data; or (D) Third-Party Products.

b. Customer Indemnification. CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS, AND, AT EUNA'S OPTION, DEFEND EUNA AND ITS AFFILIATES, AND THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "EUNA GROUP") FROM AND AGAINST ANY LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM (I) THAT THE CUSTOMER DATA, OR ANY USE OF THE CUSTOMER DATA IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES, VIOLATES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR ANY LAW, OR (II) BASED ON CUSTOMER'S OR ANY AUTHORIZED USER'S (A) NEGLIGENCE OR WILLFUL MISCONDUCT; (B) USE OF THE SERVICES OR SAAS OFFERING IN A MANNER NOT AUTHORIZED BY THIS AGREEMENT; (C) USE OF THE SERVICES OR SAAS OFFERING IN COMBINATION WITH DATA, SOFTWARE, HARDWARE, EQUIPMENT, OR TECHNOLOGY NOT PROVIDED BY EUNA OR AUTHORIZED BY EUNA IN WRITING; OR (D) MODIFICATIONS TO THE PROFESSIONAL SERVICES OR SAAS OFFERING NOT MADE BY EUNA, PROVIDED THAT CUSTOMER MAY NOT SETTLE ANY THIRD-PARTY CLAIM AGAINST ANY OF THE EUNA GROUP UNLESS EUNA CONSENTS TO SUCH SETTLEMENT, AND FURTHER PROVIDED THAT EUNA WILL HAVE THE RIGHT, AT ITS OPTION, TO DEFEND THE EUNA GROUP AGAINST ANY SUCH THIRD-PARTY CLAIM OR TO PARTICIPATE IN THE DEFENSE THEREOF BY COUNSEL OF ITS OWN CHOICE.

c. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND EUNA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROFESSIONAL SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitation of Liability.

a. IN NO EVENT SHALL EUNA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL EUNA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO EUNA PURSUANT TO THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL EUNA BE LIABLE FOR ANY CLAIM BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

c. UNDER NO CIRCUMSTANCES SHALL EUNA HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY CUSTOMER DATA THAT IS INPUTTED INTO THE SAAS OFFERING.

13. Press Release. The Parties may issue a joint press release announcing the launch of the SAAS Offering and Customer's use thereof. Such press releases shall be subject to Customer's approval. Additionally, during the Term, EUNA may list Customer as a customer of EUNA, and Customer grants EUNA a non-exclusive, royalty-free, worldwide license to use any trademarks, service marks, or trade names of Customer in order to display such marks on EUNA's website and marketing materials.

14. Information Security. Each Party will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the other Party's Confidential Information, Intellectual Property, and, (i) in the case of EUNA, the Customer Data, and (ii) in the case of Customer, the SAAS IP.

15. Data Processing. To the extent that EUNA Processes Customer Personal Data in connection with the SAAS Offering, the applicable Data Processing Agreement ("DPA"), incorporated herein by reference, shall govern such Processing. For the purposes of this Section, the terms "Processing" and "Customer Personal Data" shall have the meanings ascribed to them in the applicable DPA, as further set forth in Sections 15(a) below.

**a.** EUNA's Data Processing Agreement ("US DPA"), available at https://eunasolutions.com/us-dpa/ and incorporated herein by reference, shall govern the Processing of Customer Personal Data subject

to Applicable US Privacy Law (as defined in the US DPA). In the event of a conflict between the US DPA and this Agreement with respect to the Processing of Customer Personal Data, the US DPA shall govern. EUNA may update the US DPA from time to time to reflect changes in applicable law or service operations, and such updated US DPA will be effective upon posting.

16. Export of Data.

a. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement:

(i) EUNA will disable Customer's and its Authorized Users' access to the SAAS Offering, including removal of portal and user interface access to Customer Data.

(ii) Customer Data will be logically archived and marked as inactive within EUNA's systems in accordance with EUNA's standard data retention practices. Such archival may include the use of logical deletion mechanisms (including internal flags or similar controls) that prevent Customer access while preserving system integrity, audit history, and compliance records.

(iii) Except as expressly required by applicable Law or as otherwise agreed in writing by the Parties, EUNA shall have no obligation to immediately destroy, erase, or physically delete Customer Data from production systems, archival systems, or backup media upon termination.

(iv) If Customer submits a written request for deletion of Customer Data following termination, EUNA will review such request and, to the extent commercially reasonable and not inconsistent with applicable Law, regulatory requirements, litigation hold obligations, contractual commitments, or legitimate business record retention practices, delete or anonymize such Customer Data within a reasonable timeframe. Any non-standard deletion efforts may be subject to a mutually agreed Statement of Work and applicable Fees.

(v) Customer acknowledges that EUNA maintains long-term archival and disaster recovery backups in the ordinary course of business. Customer Data contained in such backups may not be immediately removed and may remain until overwritten in the ordinary rotation cycle. EUNA will not restore or access such backups for the purpose of providing Customer access following termination, except as required by Law.

b. Data Extraction. During the Term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents. During the Term of and within thirty (30) days following termination of this Agreement, Customer may request EUNA to provide consulting services to Customer in order to perform a custom extract of Customer data from the SAAS Offering. EUNA will provide the requested consulting services for an hourly rate set forth in the Order Form or Statement of Work. Custom data extracts will be provided electronically in a text delimited flat file format (or other mutually acceptable format) and will be scrubbed of all EUNA proprietary data structures. Customer and EUNA will work together to determine a list of the specific data elements to be provided, at which point EUNA will provide an estimate of the time required to extract the data. Once the estimate has been provided, if Customer wishes EUNA to proceed with the data extract, Customer will make a mobilization payment of fifty percent (50%) of the estimated amount to EUNA. After receipt of this payment, EUNA will then have thirty (30) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for

acceptance. Upon acceptance, EUNA will provide Customer with a final accounting of hours and Customer shall be responsible for payment of the additional consulting fees.

17. Authorized Reseller Status; Option to Purchase Affiliate Products. GTY Technology Holdings Inc. is the parent company to multiple other SaaS companies under the Euna brand, including Euna Solutions, Inc. in the U.S. (such subsidiaries, "Affiliates"). These Affiliates sell purpose-built products and services for the public sector ("Affiliate Products"). As of the Effective Date, Affiliates include Euna Solutions Inc., and CityBase, Inc.. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Euna, as an authorized reseller, or Affiliates, the Affiliate Products on same terms of the Agreement. Notwithstanding the foregoing, Customer understands that different order forms, statement of work(s), and product specific service level agreements may apply. Customer will be provided the Affiliate's additional product terms and will have the opportunity to review and consent to such terms.

18. Entire Agreement. This Agreement, including and together with the Order Form referencing this SAAS and Services Agreement, and any Statements of Work, policies, and other documents referenced and incorporated herein or in the Order Form, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form, the Order Form followed by the Service Level Agreement shall supersede and control. To the extent the Order Form links to legal terms other than this SAAS and Services Agreement or a Statement of Work, those terms shall not apply.

19. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address in the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). For Notices to EUNA, legal@Eunasolutions.com shall be sent a courtesy email notification. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

20. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

22. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or

partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Notwithstanding the foregoing, EUNA may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets without Customer's consent.

24. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

25. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by EUNA shall be under its own control, Customer being interested only in the results thereof. EUNA shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Professional Services and the provision of the SAAS Offering. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Professional Services or the provision of the SAAS Offering. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

26. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Delaware, United States of America.

28. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Delaware, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Delaware. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

29. Export Regulation. Customer shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that

prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.

30. WAIVER OF JURY TRIAL. Each Party acknowledges that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. Force Majeure. "**Force Majeure Events**" means events beyond a Party's reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in Laws), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events (except for any obligations of Customer to make payments to EUNA hereunder). The Party affected by the Force Majeure Event will promptly notify the other Party and will resume performance when the Force Majeure Event is no longer effective and the impact has been remediated.

33. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

34. Government Use. The SAAS Offering, Documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the foregoing will be only those specified in this Agreement. Customer's rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.

35. Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion provided EUNA also agrees to do so in writing.

[signature page follows]

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Nebraska Educational Service Unit Coordinating Council

By_____

Name:

Title:

Euna Solutions, Inc.

By_____

Name:

Title:

Exhibit A

# Euna Order Form

Euna Solutions, Inc.
1155 Perimeter Center West, Suite 500
Sandy Springs, GA 30338

| Bill To: | End User: | Prepared by: |
|---|---|---|
| Nebraska Educational Service Unit Coordinating Council<br>412 West 14th Avenue<br>Holdrege, NE 68949<br>United States | Nebraska Educational Service Unit Coordinating Council<br>412 West 14th Avenue<br>Holdrege, NE 68949<br>United States | Dek Prentice<br>dek.prentice@eunasolutions.com |

**Quote Expiry Date:** 2026-09-14

**Subscription Term:** 36 months

**Euna Solution Line: Euna Procurement**

| Annual Subscriptions | | |
|---|---|---|
| **Description** | **SKU Code** | **Quantity** |
| Electronic Bidding | PRIW-SW-29 | 1 |
| Supplier Management | PRIW-SW-33 | 1 |
| | Recurring Annual Fees: | USD 15,225.00 |

# ORDER NOTES

**Fees By Period:**

| Period | Price | Start Date | End Date |
|---|---|---|---|
| 1 | USD 15,225.00 | 9/15/2026 | 9/14/2027 |
| 2 | USD 15,380.00 | 9/15/2027 | 9/14/2028 |
| 3 | USD 15,535.00 | 9/15/2028 | 9/14/2029 |

**Terms of Payment:**
**NOTE THAT THIS IS NOT AN INVOICE**

- Net 30
- Applicable sales tax extra
- Annual Subscriptions
  - Due 100% on 2026-09-15.
- One-Time Services
  - Not applicable.

**For Customer Invoicing Purposes:**

**Tax ID # _____**

**Is this purchase tax exempt?** ☐ **Yes** ☐ **No. If yes, please include your tax-exempt form for our records.**

**Contact Information for Notices and Invoices:**

**Name: _____**

**Email: _____**

**Terms and Conditions**

Unless otherwise stipulated in Order Notes and Terms of Payment, the Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed above (the "Agreement").

All remittance advice and invoice inquiries can be directed to billing@eunasolutions.com.

Exhibit B

# Euna Solutions General Service Level Agreement (SLA)

## Overview

The purpose of this Service Level Agreement (SLA) is to outline the general terms and conditions under which Euna Solutions will deliver hosted services to each of its clients. This document aims to ensure a mutual understanding of the service expectations, responsibilities, and performance standards between the parties involved.

This general SLA covers the common provisions of multiple products and services, including but not limited to Budget, Payments, and Procurement. It defines the general service levels, performance metrics, support processes, and maintenance schedules applicable to these hosted solutions. The scope of this agreement is to ensure that Euna Solutions delivers consistent, reliable, and high-quality services, thereby supporting their client business operations effectively.

## Service Performance

**Availability**
Solutions are continuously monitored by automated systems that track availability 24/7. The service is considered "available" when end-users can successfully access and use the core functionality of the hosted application as intended.

**Uptime Guarantee**
Euna Solutions is committed to delivering reliable solutions, ensuring that all hosted applications remain available a minimum of 99.9% uptime within any given calendar month.
Uptime percentage is determined based on the total number of minutes during which the service is operational in each month, e.g. 100% - (Unplanned downtime minutes/Minutes in the month).

**Uptime Exclusions**

- Any scheduled maintenance period where solution is unavailable due to an update or maintenance activity.
- A force majeure event where Euna Solutions has no direct control over resolving an issue
- Emergency maintenance where if issue were unaddressed, would result in material breach of SLA, data loss, or system security, etc. or could significantly impact service availability or security

## Support and Maintenance

Standard Support Hours are minimally 8am to 6pm Eastern Standard Time, Monday – Friday. Excluding statutory holidays

Response times vary by product and Priority definition. Priority definitions can be found below, and response times can be found within your product specific SLA

Maintenance Windows may also vary by product but Euna Solutions will guarantee that outside of any emergency, they will occur outside of client normal business hours and if not regularly scheduled, will have a 1~3 day advance notification.

## Responsibilities

**Euna Solutions shall**

- use commercially reasonable efforts to provide its customers with maintenance and support services (“Support Services”) via telephone, electronic mail, or other electronic means.
- host in a secure SOC2 environment such as AWS or Azure
- be responsible for maintaining application and information system software versions, updates, patches, and security.

**Client shall**

- be responsible for the confidentiality and use of its Passwords.
- not give rise to any breach of confidentiality or privacy laws, or any civil liability.
- not tamper with the security or render any part of the Systems unusable.
- not violate any local, state / provincial, federal or foreign law, treaty, regulation or convention applicable.

## Support Types and Levels

Support requests will be organized into four categories: requests, incidents, problems, and changes. These categories help ensure prioritization of requests and timely handling of each type.

**Requests** are specific requests for information, access to a service, or some change to an existing solution, e.g. how some feature is expected to work, Account Create/Modify, etc.

**Problems** are when the solution is not fit for use in some way or the solution is not working as intended or expected and are often quite localized, e.g. data is displaying incorrectly, any error message, etc.

**Incidents** are unplanned events that disrupt or reduce the quality or security of your service and often broadly affect numerous clients, e.g. a hardware or network malfunction, etc.

**Changes** include anything involving organizational changes to infrastructure, such as rolling out new services or upgrading software or making a change to a production hosting environment.

## Service Level Goals

Specific SLA times will vary by Product

Euna Service Desk will make every effort to fulfill requests and support incidents with the following target SLAs. A solution may initially be some temporary mitigation of the issue until a more complete solution may be implemented:

## Prioritization Matrix

**Urgency** is how bad the problem is, e.g. how many sites or people are affected, how dangerous to data or security the issue is, etc.

- **Critical**: e.g. Data Corruption, Security breach/vulnerability, numerous environments affected, Functionality inaccessible, etc.
- **High**: Very bad performance, more than one site affected, etc.
- **Medium**: Performance, workaround exists, non-critical business process
- **Low**: No significant problem, cosmetic, etc.

**Impact** is how quickly the problem needs be addressed, e.g. End of fiscal period, etc.

- **Critical**: Business use is impossible or significant potential to affect business
- **High**: Significant affect to business or significant potential to affect business
- **Medium**: Issues is annoying and/or troublesome, but business use may continue
- **Low**: Issue has little to no material effect to business processes

**Priority** is the resulting combination of Severity and Urgency and is minimally reflected by P1 to P4

- **P1**: Addressed as highest priority 24x7 until mitigated
- **P2**: Addressed as highest priority
- **P3**: Addressed as next available task to be taken on (Sprint interruption, but not task interruption)
- **P4**: Addressed after planned against all other Engineering, Security or Product initiatives

Examples:

- Onsite Demo (Critical urgency), single user login (Moderate Impact) is not working, is a P2
- A high vulnerability in the most recent release, is a P1
- A site cosmetic error like a misspelling, is a P4

| **IMPACT** | **URGENCY** | | | |
|---|---|---|---|---|
| | **Critical** | **High**<br>Affects 10-30% of tenants, leading to significant service degradation or partial outage | **Medium**<br>Affects less than 10% of tenants, with minor service performance degradation | **Low**<br>Affects individual tenants or a very small group, with negligible impact on overall service performance |
| **Extensive**<br>Critical business operations are halted, | P1 | P1 | P2 | P3 |

| | | | | |
|---|---|---|---|---|
| resulting in substantial financial loss or reputational damage | | | | |
| **Significant**<br>Important business functions are impaired, necessitating urgent attention and resolution | P1 | P2 | P3 | P4 |
| **Moderate**<br>Non-critical business operations are affected, requiring timely intervention | P2 | P3 | P4 | P4 |
| **Minor**<br>Very low impact on business operations, typically involving minor inconveniences | P3 | P4 | P4 | P4 |

**ADDENDUM/EXTENSION TO 2022-2025 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND ACCO Brands USA LLC**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and ACCO Brands USA LLC ("Contractor") to the 2022-2025 Special Buy Agreement ("Agreement") signed by the Cooperative on August 11, 2022, and by the Contractor on August 11, 2022. The Addendum is as follows:

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

**1.** Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 2 of this Addendum.

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

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

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

No Changes to Exhibit A.

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

| Item Id | Item Description | UOM | MSRP | Nebraska ESU Special Buy Price |
|---|---|---|---|---|
| 1701700A | Pinnacle 27 Laminator | EA | $3,692.57 | $2,215.54 |
| 1701720EZA | Pinnacle 27EZLoad Laminator | EA | $3,676.48 | $2,205.89 |
| 1710740B | Ultima 65 Laminator | EA | $3,935.33 | $2,361.20 |
| 1701680A | Ultima 35 EZLoad Laminator | EA | $1,432.12 | $859.27 |
| Z1154314 | Laminator Cabinet | EA | $2,108.90 | $1,265.34 |
| 3000002 | NapLam I; 1.5Mil; 12"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $188.74 | $113.24 |
| 3000003 | NapLam I; 1.5Mil; 18"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $208.14 | $124.88 |
| 3000004 | NapLam I; 1.5Mil; 25"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $168.84 | $101.30 |
| 3126061 | NapLam I; 1.5Mil; 27"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $191.86 | $115.12 |
| 3000022 | NapLam I; 3.0Mil; 12"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $248.26 | $148.96 |
| 3000024 | NapLam I; 3.0Mil; 25"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $211.10 | $126.66 |
| 3126514 | NapLam I; 3.0Mil; 27"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $299.40 | $179.64 |
| 3126539 | NapLam I; 3.0Mil; 25"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $399.20 | $239.52 |
| 3000004EZB | 1.5Mil; 25"x500'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls. | BX | $168.84 | $101.30 |
| 3126061EZ | 1.5Mil; 27"x500'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls. | BX | $193.40 | $116.04 |
| 3000024EZB | 3.0Mil; 25"x250'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls. | BX | $211.10 | $126.66 |
| 3748207EZB | NapLam I; 1.2Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box | BX | $250.47 | $150.28 |
| 3748201EZB | NapLam I; 1.5Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box | BX | $306.45 | $183.87 |
| 3748203EZB | NapLam II; 1.7Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box | BX | $358.05 | $214.83 |
| 3748204EZB | NapLam II; 3.0Mil; 25"x250'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box | BX | $317.05 | $190.23 |

| | | | | |
|---|---|---|---|---|
| 3125365EZB | NapLam II; 1.7Mil; 12"x300'; 1" core Ultima 35 EZLoad Film; 2 rolls per box | BX | $162.42 | $97.45 |
| 3125913EZB | NapLam II; 3.0Mil; 12"x200'; 1" core Ultima 35 EZLoad Film; 2 rolls per box | BX | $216.47 | $129.88 |
| 3000052EZB | NapLam II; 5.0Mil; 12"x100'; 1" core Ultima 35 EZLoad Film; 2 rolls per box | BX | $135.27 | $81.16 |
| 51005CF | Pouch HeatSeal Crystal Clear Business Card 5.0Mil 100 pieces per box. | BX | $11.48 | $6.89 |
| 3200403D | Pouch HeatSeal Crystal Clear Letter 5.0Mil 100 pieces per box. | BX | $140.77 | $84.46 |
| 3200405D | Pouch HeatSeal Crystal Clear Letter 10.0Mil 50 pieces per box | PK | $132.38 | $79.43 |
| 3200410D | Pouch HeatSeal Crystal Clear Legal 5.0Mil 100 pieces per box | PK | $202.02 | $121.21 |
| 3200412D | Pouch HeatSeal Crystal Clear Legal 10.0Mil 50 pieces per box | PK | $222.58 | $133.55 |
| 3200417D | Pouch HeatSeal Crystal Clear Menu 5.0Mil 100 pieces per box | BX | $228.03 | $136.82 |
| 3200419D | Pouch HeatSeal Crystal Clear Menu 10.0Mil 50 pieces per box | BX | $78.55 | $47.13 |
| 4000020 | CombBind Binding Spine 1/4" 19 Ring Black 100 pieces per box | BX | $11.78 | $7.07 |
| 4011185G | CombBind Binding Spine 5/16" 19 Ring Navy 100 pieces per box | BX | $13.63 | $8.18 |
| 4011485G | CombBind Binding Spine 3/8" 19 Ring Navy 100 pieces per box | BX | $16.23 | $9.74 |
| 4000056G | CombBind Binding Spine 7/16" 19 Ring Black 100 pieces per box | BX | $17.68 | $10.61 |
| 4000068 | CombBind Binding Spine 1/2" 19 Ring Black 100 pieces per box | BX | $20.87 | $12.52 |
| 4012485G | CombBind Binding Spine 1/2" 19 Ring Navy 100 pieces per box | BX | $20.87 | $12.52 |
| 4000080G | CombBind Binding Spine 9/16" 19 Ring Black 100 pieces per box | BX | $25.68 | $15.41 |
| 4000086G | CombBind Binding Spine 5/8" 19 Ring White 100 pieces per box | BX | $33.13 | $19.88 |
| 4000104 | CombBind Binding Spine 3/4" 19 Ring Black 100 pieces per box | BX | $36.88 | $22.13 |
| 4200004G | CombBind Binding Spine 1 1/4" 19 Ring Black 100 pieces per box | BX | $75.10 | $45.06 |
| 4200010 | CombBind Binding Spine 1 1/2" 19 Ring Black 100 pieces per box | BX | $81.80 | $49.08 |
| 4200016G | CombBind Binding Spine 1 3/4" 19 Ring Black 50 pieces per box | BX | $45.03 | $27.02 |
| 4200022 | CombBind Binding Spine 2" 19 Ring Black 50 pieces per box | BX | $48.33 | $29.00 |
| 9741010G | Strip VeloBind Binding Spine 11"x1" Black 100 sets per box | BX | $65.92 | $39.55 |
| 9741016G | Strip VeloBind Binding Spine 11"x1" Navy 100 sets per box | BX | $65.92 | $39.55 |
| 9741020G | Strip VeloBind Binding Spine 11"x2" Black 100 sets per box | BX | $95.95 | $57.57 |

| | | | | |
|---|---|---|---|---|
| 9741030G | Strip VeloBind Binding Spine 11"x3" Black 100 sets per box | BX | $141.10 | $84.66 |
| 1132830G | Strip SureBind Binding Spine 11"x1" Black 100 sets per box | BX | $65.92 | $39.55 |
| 9775012G | Twin Loop Binding Spine 1/4" 3:1 Silver 100 pieces per box | BX | $38.73 | $23.24 |
| 9775017G | Twin Loop Binding Spine 5/16" 3:1 Silver 100 pieces per box | BX | $42.62 | $25.57 |
| 9775111G | Twin Loop Binding Spine 5/16" 3:1 Navy 100 pieces per box | BX | $42.62 | $25.57 |
| 9775019G | Twin Loop Binding Spine 3/8" 3:1 White 100 pieces per box | BX | $56.58 | $33.95 |
| 9775022G | Twin Loop Binding Spine 3/8" 3:1 Silver 100 pieces per box | BX | $56.58 | $33.95 |
| 9775112G | Twin Loop Binding Spine 3/8" 3:1 Navy 100 pieces per box | BX | $52.88 | $31.73 |
| 9775023G | Twin Loop Binding Spine 7/16" 3:1 Black 100 pieces per box | BX | $76.02 | $45.61 |
| 9775027G | Twin Loop Binding Spine 7/16" 3:1 Navy 100 pieces per box | BX | $76.02 | $45.61 |
| 9775032G | Twin Loop Binding Spine 1/2" 3:1 Silver 100 pieces per box | BX | $85.20 | $51.12 |
| 9775033G | Twin Loop Binding Spine 9/16" 3:1 Black 100 pieces per box | BX | $91.38 | $54.83 |
| 9775037G | Twin Loop Binding Spine 9/16" 3:1 Silver 100 pieces per box | BX | $91.38 | $54.83 |
| 9775038G | Twin Loop Binding Spine 5/8" 2:1 Black 100 pieces per box | BX | $95.23 | $57.14 |
| 9775042G | Twin Loop Binding Spine 5/8" 2:1 Silver 100 pieces per box | BX | $89.02 | $53.41 |
| 9775043G | Twin Loop Binding Spine 3/4" 2:1 Black 100 pieces per box | BX | $99.02 | $59.41 |
| 9775047G | Twin Loop Binding Spine 3/4" 2:1 Silver 100 pieces per box | BX | $99.02 | $59.41 |
| 9775048G | Twin Loop Binding Spine 7/8" 2:1 Black 100 pieces per box | BX | $100.60 | $60.36 |
| 9775052G | Twin Loop Binding Spine 7/8" 2:1 Silver 100 pieces per box | BX | $100.60 | $60.36 |
| 9775057G | Twin Loop Binding Spine 1" 2:1 Silver 100 pieces per box | BX | $127.08 | $76.25 |
| 9665000G | Coil Binding Spine 6MM, 12" Length 4:1 Black 100 pieces per box | BX | $14.35 | $8.61 |
| 9665005G | Coil Binding Spine 6MM, 12" Length 4:1 Navy 100 pieces per box | BX | $14.35 | $8.61 |
| 9665010G | Coil Binding Spine 8MM, 12" Length 4:1 Black 100 pieces per box | BX | $18.27 | $10.96 |
| 9665011G | Coil Binding Spine 8MM, 12" Length 4:1 White 100 pieces per box | BX | $18.27 | $10.96 |
| 9665015G | Coil Binding Spine 8MM, 12" Length 4:1 Navy 100 pieces per box | BX | $18.27 | $10.96 |
| 9665020G | Coil Binding Spine 10MM, 12" Length 4:1 Black 100 pieces per box | BX | $24.10 | $14.46 |
| 9665021G | Coil Binding Spine 10MM, 12" Length 4:1 White 100 pieces per box | BX | $24.10 | $14.46 |
| 9665023G | Coil Binding Spine 10MM, 12" Length 4:1 Clear 100 pieces per box | BX | $24.10 | $14.46 |
| 9665025G | Coil Binding Spine 10MM, 12" Length 4:1 Navy 100 pieces per box | BX | $24.10 | $14.46 |
| 9665030G | Coil Binding Spine 11MM, 12" Length 4:1 Black 100 pieces per box | BX | $32.58 | $19.55 |

| | | | | |
|---|---|---|---|---|
| 9665040G | Coil Binding Spine 12MM, 12" Length 4:1 Black 100 pieces per box | BX | $34.80 | $20.88 |
| 9665041G | Coil Binding Spine 12MM, 12" Length 4:1 White 100 pieces per box | BX | $34.80 | $20.88 |
| 9665043G | Coil Binding Spine 12MM, 12" Length 4:1 Clear 100 pieces per box | BX | $34.80 | $20.88 |
| 9665045G | Coil Binding Spine 12MM, 12" Length 4:1 Navy 100 pieces per box | BX | $34.80 | $20.88 |
| 9665050G | Coil Binding Spine 13MM, 12" Length 4:1 Black 100 pieces per box | BX | $37.37 | $22.42 |
| 9665060G | Coil Binding Spine 14MM, 12" Length 4:1 Black 100 pieces per box | BX | $39.57 | $23.74 |
| 9665070G | Coil Binding Spine 16MM, 12" Length 4:1 Black 100 pieces per box | BX | $52.73 | $31.64 |
| 9665071G | Coil Binding Spine 16MM, 12" Length 4:1 White 100 pieces per box | BX | $52.73 | $31.64 |
| 9665073G | Coil Binding Spine 16MM, 12" Length 4:1 Clear 100 pieces per box | BX | $52.73 | $31.64 |
| 9665075G | Coil Binding Spine 16MM, 12" Length 4:1 Navy 100 pieces per box | BX | $52.73 | $31.64 |
| 9665080G | Coil Binding Spine 18MM, 12" Length 4:1 Black 100 pieces per box | BX | $58.55 | $35.13 |
| 9665090G | Coil Binding Spine 20MM, 12" Length 4:1 Black 100 pieces per box | BX | $70.65 | $42.39 |
| 9665093G | Coil Binding Spine 20MM, 12" Length 4:1 Clear 100 pieces per box | BX | $70.65 | $42.39 |
| 9665100G | Coil Binding Spine 22MM, 12" Length 4:1 Black 100 pieces per box | BX | $83.67 | $50.20 |
| 9665110G | Coil Binding Spine 25MM, 12" Length 4:1 Black 100 pieces per box | BX | $93.07 | $55.84 |
| 9665111G | Coil Binding Spine 25MM, 12" Length 4:1 White 100 pieces per box | BX | $93.07 | $55.84 |
| 9665113G | Coil Binding Spine 25MM, 12" Length 4:1 Clear 100 pieces per box | BX | $93.07 | $55.84 |
| 9665120G | Coil Binding Spine 30MM, 12" Length 4:1 Black 100 pieces per box | BX | $117.15 | $70.29 |
| 9665130G | Coil Binding Spine 33MM, 12" Length 4:1 Black 100 pieces per box | BX | $140.50 | $84.30 |
| 9742491G-1 | Covers Premium Regency Letter Black 200 pieces per box | BX | $175.53 | $105.32 |
| 2000919G | Covers Premium Plus Clear View Letter 14Mil Frost 100 pieces per box | BX | $109.15 | $65.49 |
| 9743108G | Covers Premium PVC Clear View Letter 9Mil Clear 100 pieces per box | BX | $52.40 | $31.44 |

| | | | | |
|---|---|---|---|---|
| 9742011G | Covers Standard PVC Clear View Letter 7Mil Clear 100 pieces per box | BX | $49.00 | $29.40 |
| 9742014G | Covers Standard PVC Clear View 11"x9" Index Allowance 7Mil Clear 100 pieces per box | BX | $56.35 | $33.81 |
| 2020080 | Covers Premium PVC Clear View 11"x17" 9Mil Clear 100 pieces per box | BX | $132.40 | $79.44 |
| 2001830G | Covers Premium Plus GlobeLetter 14Mil Frost 100 pieces per box | BX | $122.25 | $73.35 |

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of twelve (12) months until June 30, 2027. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

**CONTRACTOR**

By: Jim Sawyer

Name: Jim Sawyer

Title: Director of Sales

Date: 5/11/2026

**COOPERATIVE**

By: _____

Name: _____

Title: _____

Date: _____

# 2026-2029
# SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and COMPanion Corporation ("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 as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

7. **Student Privacy Protections.**

A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

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

C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.

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

E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

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

I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

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

M. **Rights and License in and to Data**. Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member,

and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

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

O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

(1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;

(2) Consult with the Cooperative and Members regarding its response;

(3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and

(4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

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

8. **Termination.**

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

obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

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

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

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

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

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

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

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

9. **Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

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

**18. Taxpayer Identification.** Contractor's federal employer identification number is: 84-1378037

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: COMPanion Corporation
Attn: Mike Voseipka
1831 Ft Union Blvd Salt Lake City, UT 84121

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: Mike Voseipka | By: |
| Name: Mike Voseipka | Name: Larianne Polk |
| Title: VP | Title: Chief Executive Officer |
| Date: 5/8/26 | Date: |

**EXHIBIT "A"**

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

https://docs.google.com/document/d/1SxDt3FzwsdV7pQWitFUq4IhDIJMuE95cXL1gGvjXx_A/edit?usp=sharing

**EXHIBIT "B"**

**1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

**https://docs.google.com/document/d/1zW77Yet9bMrSBuRUBu5tHr8dsTUKv6b_JDsNSL5Wk9k/edit?usp=sharing**

**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. <u>Acceptance of Services or Products</u>**:

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. <u>Title and Risk of Loss:</u>**

A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, ESUCC, Cooperative.

B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**

**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes:Y___No:___
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders_____Yes:Y_No:___
    c. If "Yes", Order receipt method: Email:Yes_____cXML:No_____
        i. If "Email" address to deliver orders to:sales@companioncorp.com_____
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):_____
            Contact email address:_____
            Contact Phone:_____
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name: Jeff Wheeler_____
    **b.** Title: Account Executive_____
    **c.** Phone: 801-365-0524_____
    **d.** Email: jwheeler@companioncorp.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):Jenessa Everett_____
    Contact email address:jeverett@companioncorp.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

1. **Product Information URL:** https://www.companioncorp.com/

## EXHIBIT "D"

### SOFTWARE LICENSE AGREEMENT

### <<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

This COMPanion Service Agreement (the "Agreement") is entered into by and between **COMPanion Corporation**, a Utah company with a principal place of business at 1831 East Fort Union Blvd., Salt Lake City, Utah 84121 ("COMPanion"), and ("Customer") as identified below:

Institution Name:

Principal Address:

WHEREAS Customer desires, in exchange for the payment of fees, that COMPanion provide Customer with access to all or a portion of the COMPanion products and services ("COMPanion Services"), as specifically set forth on one or more purchase orders and/or Invoices ("Order Forms") issued to COMPanion.

Now, therefore, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree to the COMPanion Terms of Service located at https://support.goalexandria.com/privacy-policy/

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date this document is electronically signed by the Customer (the "Effective Date").

**COMPanion Corporation**

COMPanion Authorized Representative
Signature:

**Customer**

Signature:
Name:
Title:
Institution:

*The date of this agreement is recorded at the time of signing.*

## EXHIBIT "E"

### AI-Powered Educational Tools Privacy Addendum

### ARTICLE I: DEFINITIONS

1. **Aggregated Data** means information that has or collected together from multiple sources in a way that does not personally identify any individual, and from which individual identities and information have been removed.
2. **AI Training Data** means any data used to train, test, or validate the Contractor's artificial intelligence or machine learning algorithms, models, or systems.
3. **Applicable Laws** means all applicable federal, state, and local laws, regulations, and industry standards relating to the privacy, confidentiality, or security of student data, including but not limited to FERPA, COPPA, PPRA, and the student data privacy laws of Nebraska.
4. **Authorized School Representative** means a person designated by ESUCC or a Member thereof who has the authority to access student data and provide consent for the collection, use, and disclosure of such data on behalf of the ESUCC or Member.
5. **Change of Control** means any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Contractor or of the portion of Contractor that performs the Services in the Service Agreement.
6. **Data Breach** means an unauthorized release, access to, disclosure or acquisition of student data that compromises the security, confidentiality or integrity of the student data maintained by the Contractor in violation of applicable state or federal law.
7. **Data** means all data, including all Personally Identifiable Information (PII), Member Data, and any other non-public information. Data include, but are not limited to, student data, metadata, and user content.
8. **Member Data** means all PII and other information that is not intentionally made generally available by the ESUCC or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
9. **Personally Identifiable Information** means personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in FERPA, 20 U.S.C. § 1232g.
10. **User** means a participant, instructor, or administrator of the Cooperative or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
11. **De-Identified Data** means information that has been collected, manipulated, or anonymized that does not identify individual students and for which there is no reasonable basis to believe that the information can be used to identify an individual student. De-identification requires the removal of all direct and indirect student identifiers, including but not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID.
12. **Educational Records** shall have the meaning as set forth under FERPA, 20 § U.S.C. 1232g (a)(5)(A).
13. **Metadata** means information that provides meaning and context to other data being collected including but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect

identifiers are not considered Personally Identifiable Information or Student Data.

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

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

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

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

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

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

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

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

## ARTICLE II: SCOPE

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

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

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

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

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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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.

## I. PURPOSE

This Directive establishes criteria and procedures for approval of programs of equivalent professional education provided by an accredited Nebraska public school for the purpose of recommending currently certificated teachers for additional endorsements.

This Directive is intended to operationalize Neb. Rev. Stat. §79-810(3)(b) while maintaining alignment with the standards and expectations of Title 92, Nebraska Administrative Code, Chapter 20 (Rule 20) and Chapter 24 (endorsement requirements).

---

## II. AUTHORITY

This Directive is issued under the authority of the Commissioner of Education to:

- Approve endorsement pathways
- Ensure program quality and accountability

Nothing in this Directive supersedes statutory requirements or formally promulgated rules; rather, it establishes an approved pathway consistent with existing authority.

---

## III. APPLICABILITY

This Directive applies to:

- Nebraska an accredited Nebraska public school

Programs approved under this Directive are limited in scope to preparation for additional endorsements for currently certificated teachers and do not authorize for programs leading to initial teacher certification.

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## IV. DEFINITIONS

**A. District-Based Endorsement Program (DBEP)**
A structured program of professional education, including coursework, field experiences, and performance assessments, provided by an eligible entity for the purpose of preparing teachers for an additional endorsement.

**B. Candidate**
An individual holding a valid Nebraska standard teaching certificate seeking to add an endorsement.

DRAFT

**C. District Program Plan (DPP)**
The formal application submitted to the Nebraska Department of Education (NDE) for approval under this Directive.

---

**V. APPROVAL PROCESS**

**A. Letter of Intent**

An eligible provider shall submit a Letter of Intent to NDE outlining:

- Proposed endorsement area(s)
- Anticipated candidate population
- Implementation timeline

---

**B. District Program Plan (DPP)**

Applicants shall submit a DPP demonstrating capacity to meet the requirements of this Directive. The DPP shall include:

1. **Governance and Approval**
    - Evidence of local board approval
    - Identification of program leadership
2. **Program Design**
    - Alignment to endorsement standards (Chapter 24)
    - Alignment to professional education competencies, as applicable (Rule 20, section 005.02)
    - Description of instructional model (e.g., job-embedded, competency-based)
3. **Curriculum and Assessment**
    - Sequence of learning experiences
    - Performance-based assessments
    - Criteria for demonstrating competency
4. **Clinical/Field Experience Design**

DRAFT

- Structure of supervised practice
- Mentoring and coaching model
- Evaluation procedures

5. **Personnel Plan**
    - Identification of program administrator, certification officer, and instructional staff
    - Qualifications of staff
6. **Candidate Policies**
    - Admission criteria
    - Progression requirements
    - Completion requirements
7. **Data and Accountability**
    - Data collection methods
    - Continuous improvement processes

---

**C. Approval Determination**

NDE shall review applications and may grant:

- Initial Approval
- Continued Approval
- Denial

---

**VI. PROGRAM REQUIREMENTS**

**A. Alignment to Standards**

Programs must ensure candidates demonstrate:

- Professional education competencies consistent with Rule 20, section 005.02
- Content competencies required under Rule 24

DRAFT

**B. Instructional Model**

Programs may utilize flexible delivery models, including:

- Job-embedded learning
- Coaching and mentoring
- Workshops, seminars, or modules
- Competency-based progression

For purposes of this Directive, such activities satisfy the definition of "coursework" under Rule 20.

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**C. Personnel Requirements**

Each program shall include:

1. Program Administrator
2. Certification Officer (or designee)
3. Clinical/Field Experience Coordinator

Instructional staff must:

- Hold the relevant endorsement and a Masters degree in the content area or a related area
- Have PK–12 experience
- Be capable of evaluating candidate performance

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**D. Admission and Completion**

Programs shall require:

- A valid Nebraska teaching certificate
- Completion of a background check
- Demonstration of readiness for the endorsement area

Candidates must demonstrate competency through:

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- Performance assessments
- Clinical practice
- Program-defined criteria

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**E. Clinical and Field Experiences**

Programs shall include structured, supervised field experiences that:

- Are aligned to the endorsement area
- Include observation, feedback, and evaluation
- Are supported by qualified mentors

Candidates may complete clinical experiences in their current assignment, provided that:

- Experiences are intentional and documented
- Supervision and evaluation occur

Mentors must:

- Hold the appropriate endorsement
- Have at least three (3) years of experience

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**F. Program Scope**

Programs may offer one or more supplemental endorsement areas.

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**G. Resources**

Programs shall provide sufficient:

- Instructional materials
- Digital and curricular resources
- Content-specific supports

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**H. Partnerships**

DRAFT

Programs shall demonstrate collaboration with:

- Higher education institutions, ESUs, or content experts as appropriate

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**VII. ACCOUNTABILITY AND REPORTING**

Approved programs shall report annually to NDE:

- Candidate enrollment and completion
- Endorsement recommendation rates
- Candidate performance outcomes
- Employment and retention data (if available)

NDE may:

- Conduct program reviews
- Require improvement plans
- Place programs on probation or revoke approval

---

**VIII. REVIEW AND RENEWAL**

Programs shall undergo review prior to renewal, including evaluation of:

- Candidate success
- Program effectiveness
- Compliance with this Directive

Initial approval shall not exceed one (1) year

Continued approval shall be granted annually based on compliance with this directive and at the discretion of the Commissioner.

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# Nebraska Supplemental Endorsements 4.14.2026

| Content Area | Requirements |
|---|---|
| Adapted Physical Education (Supplemental) | (PK-12): Requires a minimum of 24 semester hours. Applicants must already hold or be earning an endorsement in Physical Education, Health and Physical Education, or Special Education. |
| American Sign Language (Supplemental) | (K-8, 7-12, or K-12): Requires a minimum of 18 semester hours of ASL content and a practicum at the level of endorsement. |
| Bilingual Education (Supplemental) | (PK-12, PK-6, or 7-12): Requires a minimum of 12 semester hours (9 of which must be taught in the target language) and a 45-clock-hour practicum. Must hold/earn an ESL endorsement concurrently. |
| Coaching (Supplemental) | (7-12): Requires a minimum of 12 semester hours in coursework related to coaching athletics, including first aid and health and safety for coaches. |
| Computer Science (Supplemental) | (7-12): Requires a minimum of 6 semester hours in the content and instruction of computer science and technology. |
| Driver Education (Supplemental) | (7-12): Requires a minimum of 9 semester hours in traffic safety, general safety, first aid, motor vehicle systems, and alcohol/drug education. |
| Early Childhood Education (Supplemental) | (PreK–Grade 3): Requires a minimum of 18 semester hours and a 45-clock-hour practicum with preschool children. Requires holding/earning an Elementary Education endorsement. |
| English As A Second Language (Supplemental) | (PK-12, PK-6, or 7-12): Requires a minimum of 15 semester hours and a 45-clock-hour practicum working with ELL students. |
| Health Sciences Education (Supplemental) | (6-12): Requires a minimum of 15 semester hours, including human anatomy/physiology and work experience. Requires holding/earning a specified field endorsement (e.g., Biology, Health Ed). |
| High Ability Education (Supplemental) | (K-12): Requires a minimum of 18 semester hours and 90 hours of related clinical experience. |
| Information Technology (Supplemental) | (PK-12): Requires a minimum of 15 semester hours in information technology courses. |
| Instructional Technology Leadership (Supplemental) | (PK-12): 15 semester hours. |
| Journalism and Media Education (Supplemental) | (7-12): Requires a minimum of 18 semester hours in journalism and digital literacies, including a field experience. |
| Reading and Writing (Supplemental) | (PK-6 or 7-12): Requires a minimum of 18 semester hours and an approved field experience. |
| Reserve Officer Training Corps (ROTC) (Supplemental) | (9-12): Requires five years of military service and a letter of recommendation from a military supervisor. |
| Secondary Transition Specialist (Supplemental) | (7-12): Requires a minimum of 18 graduate semester hours and clinical experience focusing on youth with disabilities. |
| Skilled and Technical Sciences - Skilled Specific (Supplemental) | (9-12): Requires a minimum of 12 semester hours in a specific career field (e.g., Welding, Construction) and one hour in SkillsUSA management. Must hold/earn an Agricultural or STS Education endorsement. |
| Special Education Behavior Intervention Specialist (Supplemental) | (Birth–Grade 12): Requires a minimum of 18 graduate semester hours. Must have previously obtained a special education endorsement |
| Special Education Early Intervention Specialist (Supplemental) | (Birth–PK): Requires a minimum of 21 semester hours and 160 clock hours of field experiences. Must hold/earn a Special Education Generalist endorsement. |
| Special Education Functional Academic/Living Skills (Supplemental) | (Birth–12): Requires a minimum of 15 semester hours in related special education coursework. Must hold/earn a Special Education Generalist endorsement. |
| Special Education Inclusion and Collaboration Specialist (Supplemental) | (PK–12): Requires a minimum of 15 graduate semester hours. Must have previously obtained a Special Education Generalist endorsement. |
| Speech (Supplemental) | (7-12): Requires a minimum of 15 semester hours in speech and communication, including a field experience. |
| Theatre (Supplemental) | (7-12): Requires a minimum of 18 semester hours and an approved field experience. |
| Work-Based Learning (Supplemental) | (9-12): Requires a minimum of 3 semester hours in the coordination/supervision of work-based learning and verified work experience. |

# May 15, 2026 | ESUCC Regular Board Meeting

Notes

- **What is NCTE?**
    - The Nebraska Council on Teacher Education (NCTE) is an advisory body to the Nebraska State Board of Education. Its members are appointed by the State Board. They represent organizations across the state that are directly involved with or interested in teacher and administrative preparation. Members also include representatives from Nebraska higher education institutions approved by the State Board to prepare and recommend teachers, administrators, counselors, and those seeking special services endorsements for certification. The State Board of Education holds sole authority over the approval and certification of college programs.
    - NCTE develops and recommends standards for State Board approval and adoption related to:
        - Approval of Nebraska colleges that train teachers, counselors, administrators, or special service staff.
        - Admission into and retention in an approved professional education program leading to teacher, counselor, administrative, or special services certification.
        - Issuance of teacher, counselor, administrative, and special services certificates.
        - Certificate endorsements.
        - Relationships of Nebraska teacher, counselor, administrator, and special services certification with other states and national bodies.
    - More general information related to the work of NCTE can be found here.

- **What statute are we talking about today and why might this matter to ESUs?**
    - I am reaching out as a member of a subcommittee within NCTE that is tasked with drafting operational guidance to meet State Statute 79-810(3)(b). Part (b) allows for the completion of "an approved program of equivalent professional education in a designated endorsement area that is provided by an accredited public school."
    - The subcommittee, led by Brad Dirksen, is creating a draft guidance plan that will go to the larger NCTE group for potential recommendation to the Commissioner.
    - During our sub-committee meeting, ESUs were brought up as potential supports in the current draft plan to meet the statute's requirements. As the only ESU member in NCTE, I requested the opportunity to gather additional input and feedback before finalizing any draft components in early June.
    - The draft plan is included in the attachments.

- **Where did this bill originate from and what does it entail?**
    - This bill originated from LB 1329 in 2024. It was Introduced by Murman, Brewer, and Ballard.

- **What is considered an "accredited public school"?**
    - Brad did some digging into the statute language around what is "an accredited public school" which is the language used in 79-810(3).
    - From Brad: "A question was asked if an ESU can be considered "an accredited public school". Short answer, no. Public schools accredited by the State Board of Education through Title 92, Nebraska Administrative Code, Chapter 10 (Rule 10) are considered accredited public schools. ESU are not considered accredited public schools. Additionally, the statute specifies "an" accredited public school, which is singular and a consortium of schools can not be approved. However, it may be possible to have a singular accredited public school approved and that school could contract with other organizations/schools/ESUs to provide equivalent professional education."

- **What is the timeline for a draft to be completed?**
    - Our feedback is due to the subcommittee on June 1st. We will continue to work through the draft with a very tentative timeline of having something ready to launch in Fall of 2027. This timing could be modified depending on the feedback gathered in June, the conversations in the larger NCTE group, and additional information the Commissioner may need as he makes decisions.

- **What feedback might this group have that I can take back with me to inform draft plans moving forward?**
    -

# PROJECT PROFILE CALENDAR - 2026

ESUCC Board Meeting: Position Profile Agenda Item

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

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

# PROJECT PROFILES

ESUCC Board Meeting: Position Profile
Agenda Item

| PROJECT ROTATION |
| --- |
| Cybersecurity |
| PowerSchool |
| SRS and Project Para |
| Non-Public Textbook Loan |
| Coop |
| DL |
| BITS |
| CANVAS |
| PDO |
| |
| |

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Cooperative Purchasing

# The Historical Evolution

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# STAFF



Craig Peterson

Coop Director

11 Years



Jenny Ciancio

Coop Project Assistant

10 Months



Priscilla Quintana

Business Manager

33 ½ Years

# Cooperative Purchasing Evolution Timeline

**Waypoint 1:**
Since 1968:
The Foundation.

**Waypoint 2:**
**Expanding Reach**
across Nebraska.

**Waypoint 3:**
**Establishing**
Statewide
Coordination.
ESUCC - July 1, 2008

**5th Decade of Operation:**
**ESUCC Marketplace (2015)**

NotebookLM

# ESUCC A Legacy of Savings: The Evolution of ESUCC Cooperative Purchasing (1968-Present)

## 1968-1999: Foundations & Program Expansion

**1968:**
The "Annual Buy" Program Launches



The cooperative purchasing journey began with the concept from Art teachers purchasing Art Clay for all schools in one ESU to streamline school supplies under the Administrator of ESU 17 (1968-1971).



**1971-2003:**
Lynne Thorpe Hired as first CEO
HE led the program for over three decades, overseeing the launch of the Food Program in 1995 and the Custodial Program in 1996.





**Early System:**
Initial digital tracking and procurement management were handled via Filemaker Pro to organize member orders.

## 2000-2013: National Growth & System Evolution

**2000:**
Founding Member of AEPA



AEPA

Nebraska a founding member of the Association of Educational Purchasing Agencies (AEPA), a national cooperative now spanning 31 state agencies.

**2003-2010:**
**Leadership Transitions**



Paul Utemark (2003-2008) followed by Tim Sinsel (2008-2010).



**Tech Upgrade:**
Way2Bid & NECPAS
The program evolved its bidding and purchasing processes through the adoption of the Way2Bid and NECPAS systems.

**2010-2014:**
Kip Schneider Leadership
Under Schneider's tenure, the program continued to modernize its procurement strategies for Nebraska schools. Adoption of ESchool Mall (ESM)

## 2014-Present: The Modern Digital Marketplace

**2014-Present:**
Craig Peterson Director

Under current Director Craig Peterson, the program has reached new heights in vendor participation and member savings.



**2015: Integration of Equal Level**

The adoption of Equal Level system revolutionized the ESUCC Marketplace, making price comparisons and supply requisitions simple.



The program currently manages 134 contracted vendors, providing measurable cost-effective benefits for all 244 Public Schol and 110 private schools across Nebrasaka




### 2025-2026 Impact Data

| | |
|---|---|
| **$8.2 Million** Total Member Savings | **408 Purchasing Members** |
| **134** Contracted Vendors | **20 (City, County, State, Higher Ed) Municipal Members** |

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# The Four Pillars of ESUCC Coop

2024-2025

$25,291,922 in Sales

Daily Consumables

## Food Program

Solicited Agreement
Local Distributor (Sysco)
Meets USDA Requirements

## Annual Buy

Line item Solicitation
Onetime order per year
Aggregated by Shipping Address.

Local/State Focus

National Focus

## Special Buys

Negotiated Agreements
Annual Renewals
.

## AEPA

Nationally Solicited
Locally Awarded
Leveraging 31 states
Volume pricing

Durable Goods & Annual Services

NotebookLM

# Pillar 1

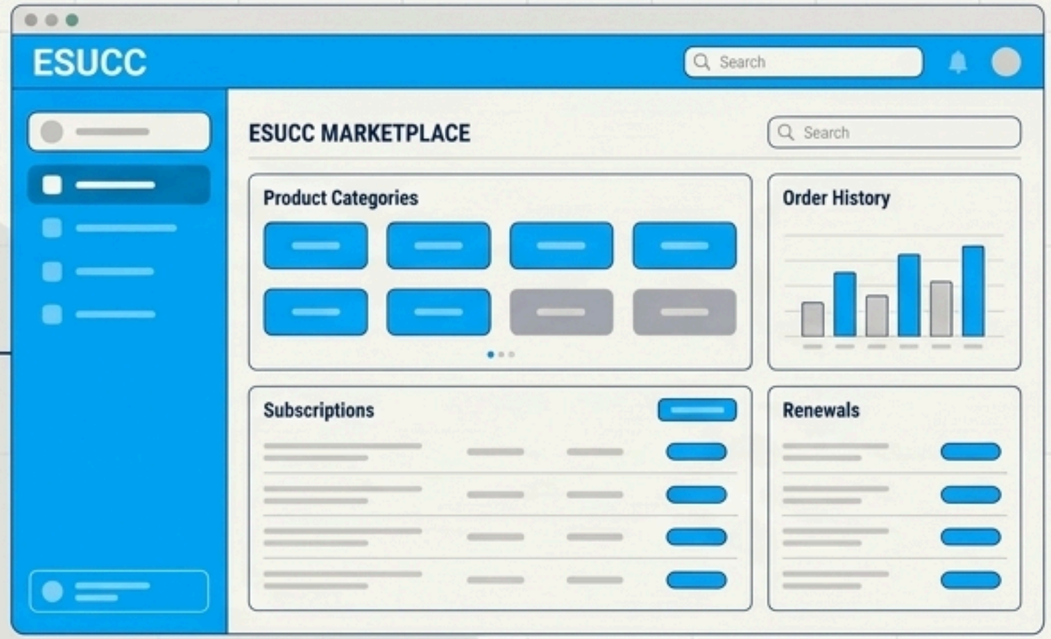
## FOOD PROGRAM




ESUCC Food Program
Largest Sales Volume - $9.5M 2024-2025
34.4% of Revenue
147 Schools Participated

# Pillar 2

## PAPER/ANNUAL BUYS



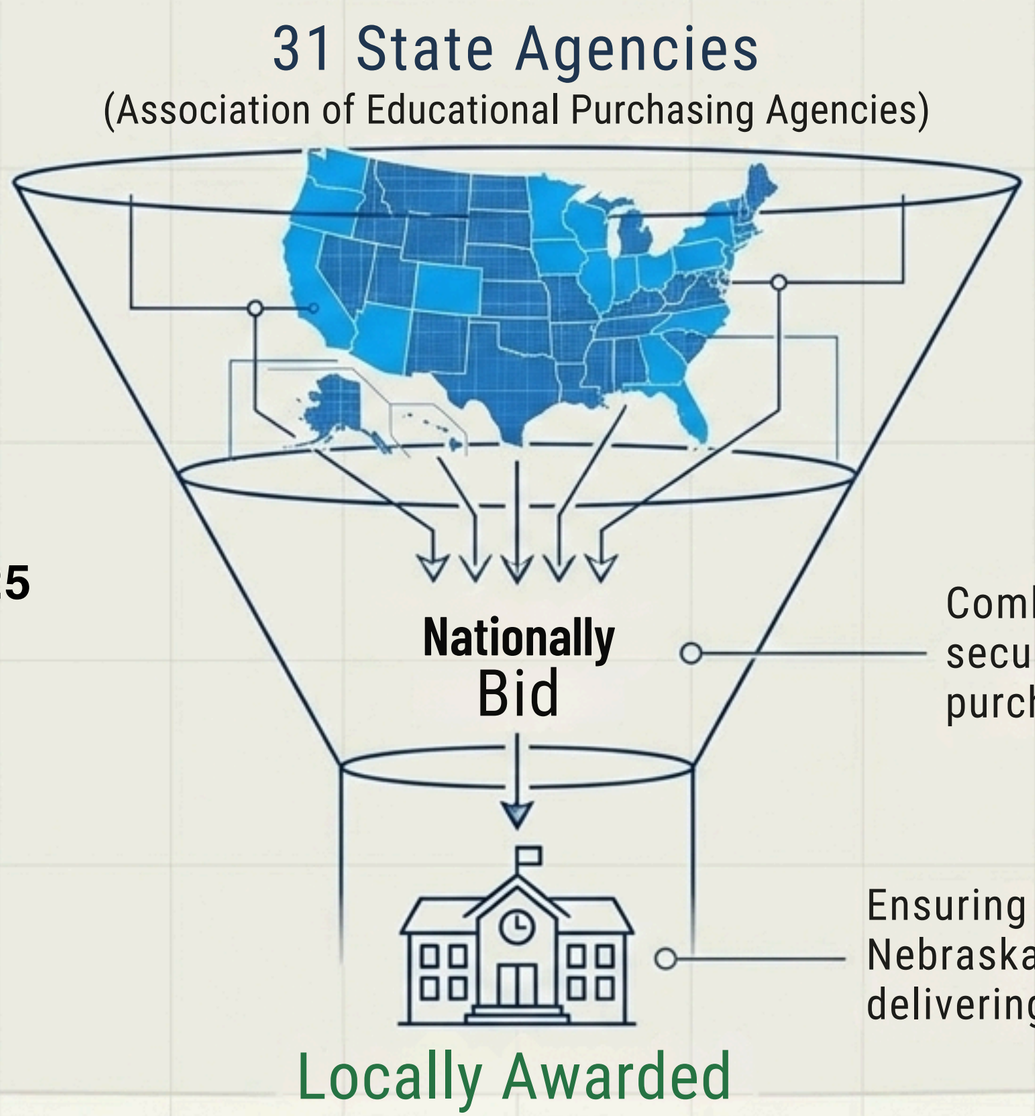

- Line Item solicitation - 3,261 items (4,251 catalog items)
- $2,508,540 in Sales 2024-2025
  18.1% of Revenue
  207 Participating Schools

NotebookLM

# Pillar 3: AEPA (National Buying Power)

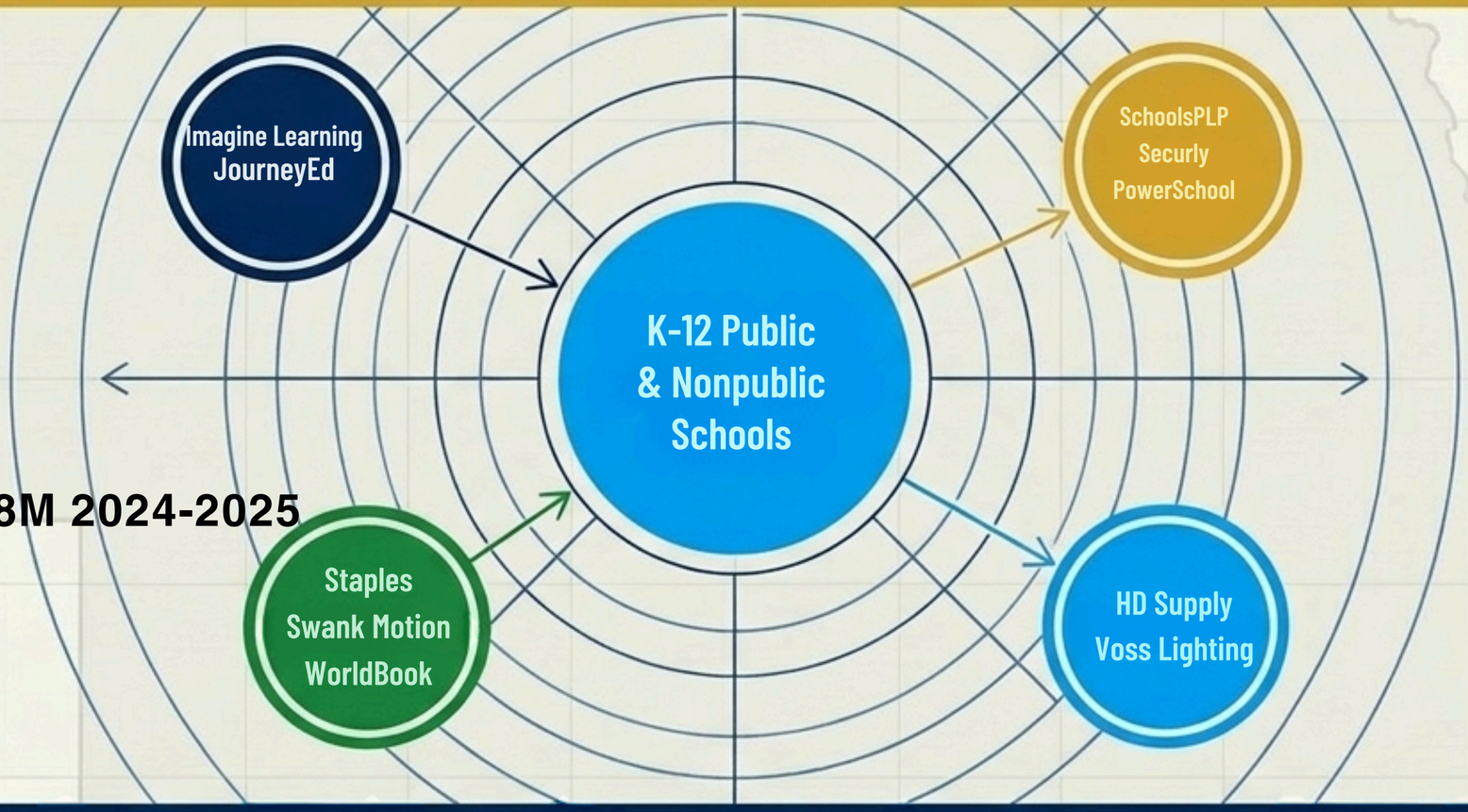
**Sales Volume - $6.8M 2024-2025**

**24.1% of Revenue**




NotebookLM

# Pillar 4: Special Buys




**Sales Volume - $6.38M 2024-2025**

**23.4% of Revenue**

**Negotiated agreements that provides ESUCC members with pre-negotiated terms and pricing for a defined period, product and/or service.**

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# CONTRACTS

- 57 Purchasing Categories
- 150 Contracts
- 134 Vendors
  - Food - Sysco
  - AEPA - 77 vendors
  - Annual Buy -20-30 vendors
  - Special Buys - 45 vendors

# BUSINESS MODEL

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## COOP

- Includes a Transaction fee, paid by awarded vendors as a cost of doing business
- Myth - “Doesn’t this fee Increase the final price of goods to school districts?”
- Keep the dollars in Nebraska

# WHY USE A COOP CONTRACT

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## CONTRACTS

- Cost Savings through Volume Pricing
- Reduced Administrative Burden and Time Savings
- Wider Range of Quality Vendors and Products
- Streamlined, Efficient Purchasing

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# SAVINGS

## STRENGTH IN NUMBERS








| THE ESU COORDINATING COUNCIL'S COOPERATIVE PURCHASING | Public Schools PK-12 | Non-Public Schools PK-12 | Colleges and Universities | Other Municipalities | Totals for NEBRASKANS in '24-'25 |
|---|---|---|---|---|---|
| Total Sales in '24-'25 School Year | $23,202,350 | $1,731,807 | $255,657 | $44,082 | $25,233,896 |
| Total Savings in '24-'25 School Year | $7,825,241 | $535,287 | $104,522 | $12,895 | $8,477,946 |

**FIVE YEAR TOTAL SAVINGS: $37,929,741**

# MARKETPLACE

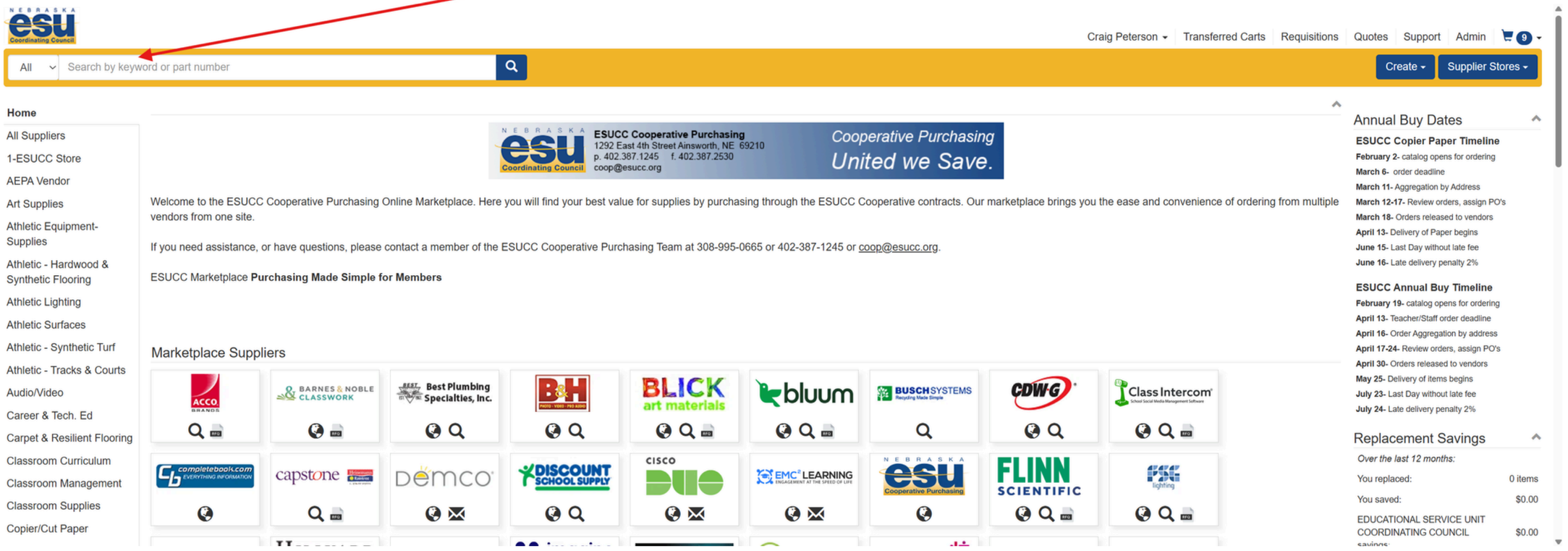
- Members-only e-commerce portal and ordering system
  - Electronic Purchase orders
  - Bid Responses
  - Contract Information
    - Corp. contact
    - Nebraska Sales contacts
    - Other Documents (Flyers,W9's, etc.)
- Year Round Ordering
- Price Comparison

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# MARKETPLACE

# SEARCHING

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# MARKETPLACE

# PUNCHOUTS

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## Staples

### Overview

**STAPLES HAS EVERYTHING TO MAKE YOUR SCHOOL RUN EFFICIENTLY**

Please don't forget Staples® is here to support all the ESUCC Coop Schools. Here are a few program benefits:

- Awarded, competitive pricing
- Consolidated invoicing
- One comprehensive procurement program
- Free next-day delivery – on eligible orders
- Easy online ordering
- A dedicated Account Manager

**MORE THAN OFFICE SUPPLIES**

Beyond office supplies. Staples provides ESUCC Coop Schools with a full complement of products, services and expertise.

- **BUSINESS ESSENTIALS** Stock your school and keep it running smoothly with the basics and beyond, from ink and paper to writing and desk supplies.
- **BREAKROOM** Create happier vibes and a collaborative culture with a best-ever breakroom, including coffee, snacks and welcoming furniture.
- **FACILITIES** Keep your building healthy, clean and safe with all the right tools and consultation from facility experts.
- **TECHNOLOGY** Stay productive and connected with custom tech and security solutions, plus experts to help every step of the way.
- **FURNITURE** Make every area of your school work for you, with collections for every style and expert advice on space planning and design.
- **PRINT & PROMO PRODUCTS** Grab attention with marketing materials and signage, and show your school pride with custom mugs, pens and jackets.

**Contract Type:** **Special Buy -Negotiated Agreement**

### Contract Information

### Supplier Information

Staples

**Shop in Marketplace**

Shop at supplier store

Search catalog

**Documents**

Contract - Staples Bus Advantage SB- 2017-2020

Flyer - Staples

Georgia Pacific Dispenser Program

**Contacts**

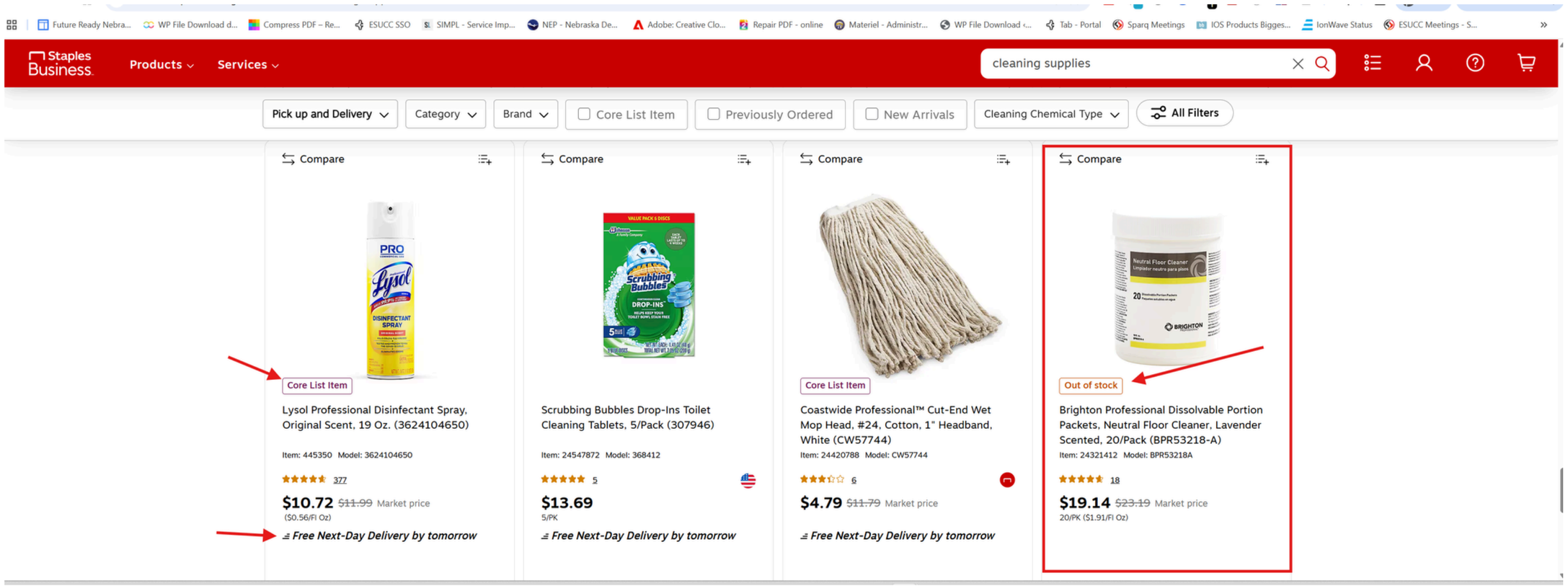
**Erin Turner**
Sr. Account Executive – Public Sector & Non-Profit
407-475-4115
Erin.Turner@staples.com

**Mariah Gamble**
State & Local Government and Education

# MARKETPLACE

# SEARCHING

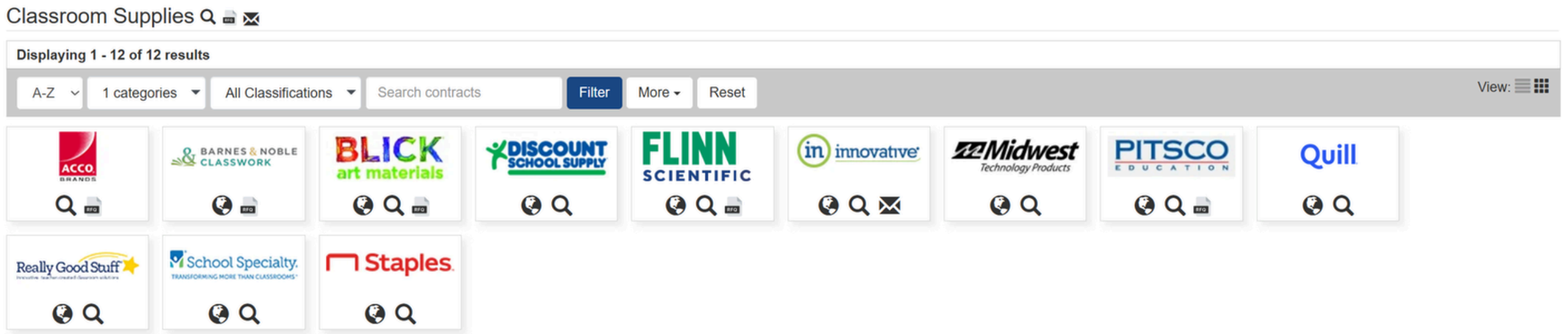
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# MARKETPLACE

# CATEGORIES

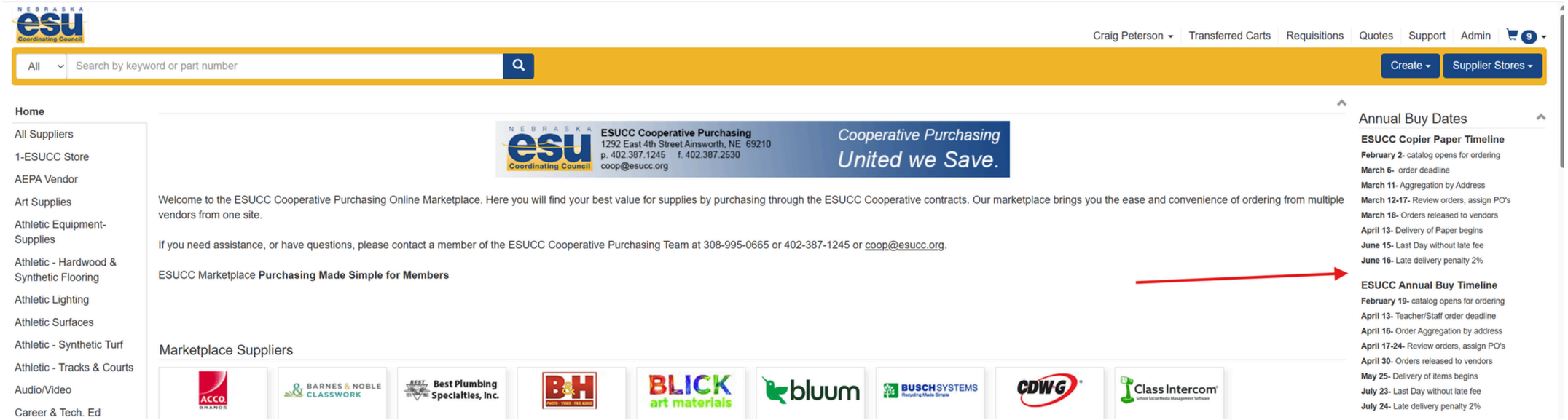
- All Suppliers
- 1-ESUCC Store
- AEPA Vendor
- Art Supplies
- Athletic Equipment-Supplies
- Athletic - Hardwood & Synthetic Flooring
- Athletic Lighting
- Athletic Surfaces
- Athletic - Synthetic Turf
- Athletic - Tracks & Courts
- Audio/Video
- Career & Tech. Ed
- Carpet & Resilient Flooring
- Classroom Curriculum
- Classroom Management
- Classroom Supplies
- Copier/Cut Paper
- Custodial Supplies
- Cyber Security
- Digital Copiers/Printers



MARKETPLACE

# ANNUAL/PAPER BUY DATES

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# PRICE COMPARISON

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MARKETPLACE

| | | | |
|---|---|---|---|
|  | **Ticonderoga Wood-Cased Golf Pencils, No 2 HB, Sharpened, Yellow, Pack of 72 Item Number 1512578**<br>School Specialty (1512578) | $16.19 / EA<br>Quantity: 1 | No alternatives found |
|  | **Dixon Pencils, No 2 Soft Tip, Yellow, Unsharpened, Pack of 144 Item Number 1442986**<br>School Specialty (1442986)<br>☐ Add Comment | $17.02 / EA<br>Quantity: 1 | ✔ Suggested item is in your cart<br>3 alternatives found<br>Compare (3)<br>Savings: 9-23% |
|  | **School Smart No 2 Pencils, Pre-Sharpened, Hexagonal with Latex-Free Erasers, Pack of 12 Item Number 084453**<br>School Specialty (084453) | $2.02 / EA<br>Quantity: 1 | No alternatives found |
|  | **School Smart No 2 Pencils, Pre-Sharpened, Hexagonal with Latex-Free Erasers, Pack of 96 Item Number 2013405**<br>School Specialty (2013405) | $21.14 / EA<br>Quantity: 1 | No alternatives found |
|  | **Ticonderoga Beginners No 2 Pencils With Erasers Set of 12**<br>Really Good Stuff (171087) | $7.75 / EA<br>Quantity: 2 | No alternatives found |
|  | **Ticonderoga® Large No.2 Pencils with Eraser - 144 Pieces**<br>Discount School Supply (S1133218) | $69.84 / EA<br>Quantity: 1 | No alternatives found |
|  | **The Pencil Grip Inc Eisen All-Metal 2-Hole Standard and Colored Pencil Sharpener, Silver Item Number 1533770**<br>School Specialty (1533770) | $2.32 / EA<br>Quantity: 1 | No alternatives found |
|  | **X-ACTO KS Manual Multi-Hole Pencil Sharpener, Black/Chrome Item Number 380144**<br>School Specialty (380144)<br>(Select a justification for not purchasing the suggested item) | $26.47 / EA<br>Quantity: 1 |  <br>**School Smart Manual Classroom Pencil Sharpener, Multi-Hole Design, Black Item Number 084835**<br>School Specialty (084835)<br>Replace Compare (5)<br>$18.97 / EA<br>Save $7.50 (28%) |
|  | **Ticonderoga Large No2 Pencils with Eraser 144 Pieces**<br>Really Good Stuff (173391) | $84.38 / EA<br>Quantity: 1 | No alternatives found |

MARKETPLACE

# PRICE COMPARISON

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| |  X-ACTO KS Manual Multi-Hole Pencil Sharpener, Black/Chrome Item Number 380144 **$26.47 / EA** |  X-ACTO KS Manual Pencil Sharpener, Black/Silver (1031) **$10.76 / EA** Save $15.71 (59%) Replace | Substitute  School Smart Manual Classroom Pencil Sharpener, Multi-Hole Design, Black Item Number 084835 **$18.97 / EA** Save $7.50 (28%) **Suggested Item** Replace Suggested item is not the lowest price |
|---|---|---|---|
| **Supplier** | School Specialty. TRANSFORMING MORE THAN CLASSROOMS | Staples. | School Specialty. TRANSFORMING MORE THAN CLASSROOMS |
| **Cooperative** | AEPA | ESUCC | AEPA |
| **Supplier Part #** | 380144 | 116475 | 084835 |
| **Manufacturer** | X-ACTO | X-ACTO | SCHOOL SMART |
| **Manufacturer Part #** | 1031 | 1031 | 084835 |
| **Minimum Order Quantity** | 1.0 | | |
| **Order In Multiples Of** | | | |
| **Lead Time** | 3 days | | 3 days |

# APPROVAL CHAINS

MARKETPLACE

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## Approval Chains

**Displaying 1 - 5 of 5 results**

All Statuses | Silver Lake | Filter | New Approval Chain | Export Approval Chains

| | Name | Type | Approvers | Priority ▲ | Enabled |
|---|---|---|---|---|---|
| | Silver Lake High School 1 | Rule Based | Michelle Sorensen | 4630 | Yes |
| | Silver Lake High School-2 | Rule Based | Ben Jones | 4632 | Yes |
| | Silver Lake High School-3 | Rule Based | Gail Sinner | 4634 | Yes |
| | Silver Lake Elementary 1 | Rule Based | Alarissa Gomez | 4635 | Yes |
| | Silver Lake Elementary 2 | Rule Based | Josh Drake, Gail Sinner | 4636 | Yes |

# RESOURCES

- ESUCC Website
- ESUCC Marketplace
- Association of Educational Purchasing Agencies (AEPA)
  - AEPA Contract Flyers
- ESUCC Contract Flyers
- Co-op One-pager
- Co-op Basics
- Vendor Registration

esucc
Cooperative Purchasing

# CO-OP BASICS

Nebraska Association of School Administrators (NASA)
Nebraska Association of School Business Officials (NASBO)
Nebraska Association of Elementary School Principals (NAESP)
Nebraska Association of Special Education Supervisors (NASES)
Nebraska Association of Retired School Administrators ( NARSA)
Nebraska State Association of Secondary School Principals (NSASSP)

Nebraska Council of School Administrators

440 S. 13th Street, Suite A • Lincoln, Nebraska 68508 • 402.476.8055 or 800.793.6272 • FAX 402.476.7740

NEBRASKA PUBLIC SCHOOL ADVANTAGE

# NCSA Ambassador Report for the ESUCC Board
# May 15, 2026

1. Thank you for allowing me to be part of your superintendent meetings this past year and for all of the story ideas you provided for Tyler.

2. Administrators' Days Information
    a. July 29-31
    b. This year's conference features two powerful keynote speakers who will inspire and energize attendees.
        i. Jimmy Casas, a nationally recognized educator and best-selling author of Culturize, will share practical strategies to help leaders recalibrate their values, align their practices, and build a stronger, healthier school culture.
        ii. Jill Siler, former superintendent and author of Thrive Through the Five, will deliver an inspiring keynote on leading through challenging times—equipping leaders with tools to build resilience, prioritize what matters most, and thrive in the face of adversity.
    c. Hotel Reservations
        i. Please note that any reservation canceled after the June 29 deadline may incur a cancellation fee, including partial cancellations such as reducing the number of nights.
            1. *Please cancel any rooms not needed as early as possible. We currently have 71 schools on the waiting list for hotel rooms around the conference center.

3. Legislative Items
    a. NCSA Final Legislative Report - 109th Legislature

4. Upcoming Events to Point Out:
    a. Middle America Mental Health Conference
        i. May 27 & 28, 2026 - Hilton Omaha
        ii. Registration
    b. NCSA's Educators Academy for Legislative Advocacy
        i. June 24 & 25 (noon), 2026 - NCSA
        ii. Registration
    c. NCSA/Perry Law Business Manager Training
        i. August 6, 2026 - NCSA Office or Virtual (9:00 am - Noon)
        ii. Registration

5. NCSA Advocacy - Sharing the Positive Stories
    a. Tyler Dahlgren - Communications Manager
        i. NCSA Today Magazine and Nebraska Public School Advantage
        ii. Email - tyler@ncsa.org X - @NCSAToday and @NEAdvantage Facebook - NCSA Facebook and Nebraska Public School Advantage

6. NCSA New Administrator Mentoring Programs
    a. Networking with New Principals
    b. New Superintendents' Program
    c. Special Education Supervisor Mentorship

7. Checklist for Superintendents
    a. The link below provides viewing access to a "To Do or Reminder Checklist" for Superintendents.
        i. Superintendent Checklist

8. School Financing Review Commission
    a. Website
    b. December 1, 2025, Required Commission Annual Report
    c. Last met on April 30, 2026 - meeting materials are on the website.
    d. Next meetings - August 4, 2026 and October 5, 2026

9. Nebraska Educational Facility Association
    a. NEFA is open to any school personnel involved in maintaining educational facilities, including Superintendents, Facility Directors, Custodians, Maintenance Staff, and others.
    b. NEFA hosts quarterly meetings packed with valuable insights.
    c. Why Join:
        i. No dues or fees.
        ii. Real answers from real professionals.
        iii. Topics you care about.
        iv. Direct access to a helpful email thread for questions and advice.
        v. Great networking opportunities with peers who understand your challenges.
    d. Free to join!
        i. Email trent.kelly@hpstigers.org to join NEFA.

10. Calendars
    a. NCSA Upcoming Events is at the bottom of this report
    b. Wingard's Event Dates for NCSA and Other Associations

Thank You

Kevin Wingard, NCSA Ambassador
kevin@ncsa.org
X - @NCSAKevin

NCSA Website
NCSA Facebook
X - @NCSAToday

**Upcoming NCSA Events**

**Educators Academy for Legislative Advocacy - June 24-25, 2026 ➛ Lincoln**
**Administrators' Days 2026 - July 29-31, 2026 ➛ Kearney**
**Business Manager Training - August 6, 2026 ➛ Lincoln or Virtual**
**Preparing for Student Legal Issues - August 13, 2026 ➛ Lincoln or Virtual**
**NASES Fall Conference - September 10-11, 2026 ➛ Lincoln**
**School Law - September 16, 2026 ➛ Lincoln or Virtual**
**Educators' Academy for Legislative Advocacy - September 23-24, 2026 ➛ Lincoln or Virtual**
**Labor Relations - September 29-30, 2026 ➛ Lincoln**
**School Safety and Security Conference - October 6-7, 2026 ➛ Lincoln**
**NE Fall Ed Tech Conference - October 27, 2026 ➛ Lincoln**
**Emerging Superintendents - October 28, 2026 ➛ Lincoln**
**State Education Conference - November 18-20, 2026 ➛ Omaha**
**State Principals Conference - December 1-2, 2026 ➛ Lincoln**
**Legislative Preview - December 9, 2026 ➛ Lincoln or Virtual**
**Emerging Administrators - January 30, 2027 - NCSA**
**NASES Legislative Conference - February 11-12, 2027 - Lincoln or Virtual**
**Celebrating Women in Leadership - March 16-17, 2027 - Kearney**
**GRIT (Government Relations Information Teams) Conference - April 7, 2027 - NCSA**
**NASES Spring Conference - April 15-16, 2027 - Nebraska City**
**NASBO State Convention with NASB - April 21-22, 2027 - Lincoln**

**NCSA**

*The Nebraska Council of School Administrators (NCSA) is an umbrella organization comprised of more than 2,800 school administrators who serve or once served in Nebraska schools.*
*We consider ourselves a partner in developing excellence in educational leadership, providing the "tools" necessary for administrators to be successful.*

*Although school administrators are more aware of problem areas in schools than anyone else, their voices can be drowned out by special interests in politics. NCSA provides strength in numbers to make our voices heard in educational matters in Nebraska.*

*NCSA Mission Statement*
*The mission of the Nebraska Council of School Administrators is to be a leader for quality education that results in learning for all children/youth and to enhance the professionalism of its members.*

*Umbrella Organization*
*NCSA is an umbrella organization representing six affiliate associations:*

- *Nebraska Association of Elementary School Principals (NAESP)*
- *Nebraska Association of School Administrators (NASA)*

- *Nebraska Association of School Business Officials (NASBO)*
- *Nebraska Association of Special Education Supervisors (NASES)*
- *Nebraska State Association of Secondary School Principals (NSASSP)*
- *Nebraska Association of Retired School Administrators (NARSA)*

*Who Can Belong?*

1. *Those eligible for **Active membership** are practicing public and private school administrators.*
2. ***Associate membership** is available to faculty members in postsecondary institutions, employees in education related agencies, district professional staff, and those who have administrative certificates who may not yet be practicing administrators. Associate members do not have voting privileges, but receive all publications and are eligible to attend all NCSA sponsored events.*

3. ***Student membership** is available to individuals currently enrolled in an Educational Administration Graduate Program.*
4. ***NARSA (Nebraska Association of Retired School Administrators)** membership is available to retired administrators. NARSA members receive all publications and registration information, are encouraged to participate on committees and task forces, and are admitted to all NCSA sponsored activities for the cost of the meals only. All registration fees are waived.*

*Want more information?*
*Contact Amy Poggenklass, Finance and Membership Director at (402) 476-8055, (800) 793-6272, or write to NCSA, 440 S. 13th St, Suite A, Lincoln, NE 68508.*



AESA

2026-27

# Programs Guide

SPRING 2026 EDITION

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## Who We Are

The Association of Educational Service Agencies is dedicated to supporting and strengthening regional educational service agencies (ESAs), helping them to effectively serve their communities and improve educational outcomes for students nationwide.

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Advocacy in Action Conference | Business Strategy Framework Workshop 1.0
Annual Conference & Expo

# AI Roundtable




## The world is moving faster than any of us can think. And, honestly, this is as slow as it's ever going to be.

Everyone in education is talking about AI tools. Which ones to adopt, how fast to move, what to do next. But these days, tools change every two weeks. What doesn't change is how we think, how we lead, and how we make decisions when the ground won't stop shifting. That's all about mindset. And right now, it's the conversation almost nobody is having.

In this conversation, Dr. Solomon will introduce five principles for building the kind of mindset that compounds long after today's tools are obsolete. Principles that help us move from reactive to intentional and give educators a foundation for the one thing AI can't do for us: our *own thinking*.

**Registration: $79 per participant**

### About the Facilitator

Dr. Eric Solomon is a cognitive psychologist, professor, and former executive at YouTube, Instagram, Spotify, and Google. As Founder and CEO of The Human Operating System, he helps leaders strengthen judgment, clarity, and trust as AI reshapes decision-making and culture.

## JOIN THE ROUNDTABLE

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# AESA LEADERSHIP ACADEMY

*Designed for ESA CEOs and cabinet-level administrators*



## 2026-27 Schedule:

**July 13-16, 2026**
Summer Leadership Conference
Riverside, CA

**August 27, 2026**
Virtual Session
2:00–4:00 pm ET

**September 23-25, 2026**
Advocacy in Action Conference
Washington, D.C.

**October 22, 2026**
Virtual Session
2:00–4:00 pm ET

**December 1-4, 2026**
Annual Conference
Orlando, FL

**February 9, 2027**
Virtual Session
2:00–4:00 pm ET

**April 2027**
Hungary Trip

**May 13, 2027**
Virtual Session
2:00–4:00 pm ET

**July 2027**
Optional Session
Summer Leadership Conference
Location TBD

## A Transformative Experience for ESA Senior Leaders

Applications are now open for the 2026–27 AESA Leadership Academy, a yearlong, cohort-based experience for senior ESA leaders ready to strengthen their leadership practice and shape the future of regional education.

Throughout the year, participants will:

- Engage in disciplined problem-of-practice work
- Build trusted relationships with peers from across the country
- Strengthen leadership through reflection and applied learning
- Develop cultural intelligence through an integrated global learning experience

### New for the 2026–27 Cohort!

In addition to ESA executive directors and CEOs, cabinet-level ESA administrators are now invited to apply.







**LEARN MORE & APPLY**

**https://www.aesa.us/leadership-academy/**

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# GLOBAL COORDINATOR TRAINING

AESA GLOBAL

## Program Overview
**Oct. 2026 - May 2027**

### Blended Learning
Virtual meetings, online modules, and in-person simulations.

### Training Tour
Puts leaders on the ground, turning global theory into action.

### Certification
Earn the AESA Global Coordinator designation.

## International education is no longer optional!

The year-long AESA Global Coordinator Training program is built for individuals ready to lead global engagement within their ESA. Graduates emerge prepared to design and launch international programs that are sustainable, mission-aligned, and make a lasting impact on students and educators.

Grounded in the AESA Global Education Operations Curriculum (2025), the program builds competency in:

- Cultural Intelligence (CQ)
- International negotiation strategy
- Ethical risk frameworks
- Market entry planning
- Cross-cultural leadership
- Strategic partnership development

***We do not offer just travel experiences.***
***We build professional capacity.***







**JOIN THE 2026-27 COHORT**
**www.aesa.us/global-coordinator-training/**

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**Registration Deadline: August 1, 2026**

# Academy for Women Leaders

## 2026-27 Schedule:

**October 5–7, 2026**
In-Person Retreat
Location TBD

**November 12, 2026**
Virtual Session
2:00–3:30 pm ET

**December 2026**
In-Person Lunch Meetup
Annual Conference
Orlando, FL

**February 1, 2027**
Virtual Session
2:00–3:30 pm ET

**March 8–10, 2027**
In-Person Retreat
St. Louis, MO

**April 28, 2027**
Virtual Session
2:00–3:30 pm ET

## Registration:

**Annual Fee: $2,175**
*Travel and lodging for in-person events not included.*

## Leading with Courage, Influencing with Integrity, and Speaking with Power

AESA's Academy for Women Leaders is a yearlong leadership experience for women in educational service agencies who want to lead with courage, communicate with confidence, and make values-driven decisions.

Through guided learning and peer connection, participants strengthen their influence, deepen their leadership presence, and apply purpose-driven strategies to complex challenges.

### Who Should Participate?

Women in senior leadership roles at ESAs, including:

- Superintendents
- Executive Directors
- Deputy Superintendents
- Assistant Superintendents
- Other comparable executive-level leaders

> ***This was such a wonderful opportunity and exactly what I needed to get excited about the work we do!***

-Past Particpant

**READY TO LEAD?**

**www.aesa.us/academy-for-women-leaders/**

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# Professional Networks

Networks are ongoing communities of practice that connect ESA professionals with shared roles or interests. They focus on peer learning, collaboration, and the exchange of ideas and best practices, helping members stay connected, informed, and supported throughout the year.

## Behavioral Health Network



*New in 2026-27!*

Designed for ESA professionals who lead, coordinate, or provide behavioral and mental health services in schools, this national professional learning community supports strong peer connections, collaborative problem-solving, and the advancement of effective, school-based behavioral health systems.

**Sept. 23 | Nov. 18 | Jan. 20 | Feb. 24 | Mar. 17 | Apr. 21**
2:00-3:30 pm ET
**Annual Fee: $480**

## Business Officials & HR Network



Designed for CFOs, business managers, and HR leaders in ESAs, this network fosters connection, collaboration, and shared learning. Participants explore strategies in finance, human resources, and compliance while exchanging practical tools to support effective and efficient operations.

**Sept. 9 | Nov. 4 | Feb. 10 | Apr. 7**
2:00-3:30 pm ET
**Annual Fee: $320**

## Communications & Marketing Network



*New in 2026-27!*

Designed for ESA communications, marketing, and public engagement professionals, this national professional learning community fosters connection, collaboration, and shared learning. Participants exchange strategies, share practical resources, and work together to strengthen their impact and amplify the collective voice of ESAs nationwide.

**Aug. 27 | Oct. 1 | Dec. 10 | Feb. 4 | Apr. 8 | Jun. 3**
2:00-3:30 pm ET
**Annual Fee: $480**

***Where people stay connected, learn from each other, and keep growing.***

## Executive Assistant to the CEO Network



The Executive Assistant to the CEO Network is a dedicated professional learning community for executive assistants supporting ESA leaders. This network provides role-specific training, practical tools, and a peer network to help executive assistants enhance organizational efficiency, strengthen communication, and support high-level leadership with confidence and clarity.

**Oct. 7 | Jan. 27 | Apr. 21 | Jun. 23**
12:00-1:00 pm ET
**Annual Fee: $175**

## Professional Learning Consultants Network



This network is for consultants, professional development specialists, and department coordinators who serve school districts. Designed to support your unique role, this network offers targeted learning, practical tools, and a national peer community. Participants will explore key topics, sharpen consulting skills, and gain actionable strategies to enhance their impact and effectiveness.

**Sept. 15 | Nov. 10 | Jan. 5 | Feb. 16 | Mar. 16 | Apr. 13**
2:00-3:30 pm ET
**Annual Fee: $480**

*Revamped for 2026-27!*

## Professional Learning Directors Network



Designed for leaders who design, lead, and manage professional learning systems in ESAs, this national professional learning community fosters connection, collaboration, and shared learning. Participants engage in leadership-level conversations, exchange strategies, and strengthen their capacity to lead effective teams, manage resources, and support high-quality professional learning systems.

**Sept. 17 | Nov. 12 | Jan. 7 | Feb. 18 | Mar. 18 | Apr. 15**
2:00-3:30 pm ET
**Annual Fee: $480**

*New in 2026-27!*

## Special Education Directors Network



Designed for directors, coordinators, and other special education leaders at ESAs, this network fosters collaboration to share strategies, address common challenges, and stay ahead of emerging trends. Participants engage in structured discussions, explore evolving policies and practices, and access practical tools, service models, and leadership frameworks—while building lasting peer connections and benchmarking ideas across agencies.

**Sept. 22 | Nov. 17 | Jan. 12 | Feb. 9 | Mar. 9 | Apr. 20**
2:00-3:30 pm ET
**Annual Fee: $480**

## Technology Leaders Network



The network offers ESA technology staff a dynamic space to explore emerging trends, tackle shared challenges, and connect with peers nationwide. With timely topics, expert insight, and a strong collaborative community, this network empowers participants to lead innovation and shape the future of educational technology.

**Aug. 27 | Oct. 15 | Dec. 9 | Feb. 11 | Apr. 1 | Jun. 3**
2:00-3:30 pm ET
**Annual Fee: $480**

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# FIND YOUR NETWORK!

www.aesa.us/networks

# Learning Labs

Learning Labs are structured, time-limited learning experiences focused on specific topics. Led by expert facilitators, they provide practical tools and opportunities to apply new strategies in real-world contexts.




Designed for ESA operations staff, this experience strengthens systems, improves efficiency, and builds operational excellence while equipping participants with practical tools to enhance daily operations.

**July 14-16:** Optional In-person Launch during Summer Leadership Conference

## Virtual Meetings

**September 15**
***Creating a Culture of Standard Operating Procedures***
Learn how to build a systems-driven culture that gets critical details right.

**October 13**
***Time and Task Management for Operations Teams***
Master essential tools and practices to manage time, tasks, and priorities—beyond the urgent.

**November 17**
***Project Planning and Building an Operations Calendar***
Integrate long-term planning into daily workflows to stay on track.

**December 15**
***Key Tools for Managing Vendors and Teams***
Discover practical tools to boost accountability and performance with both vendors and internal teams.

**Annual Fee:** **$349**

## REGISTRATION NOW OPEN!

www.aesa.us/operations-online-learning-lab/

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***Focused on deep learning, strengthening capacity, and translating ideas into action!***

*New in 2026-27!*

AESA CTE ONLINE LEARNING LAB

This year-long, cohort-based experience is for ESA and regional leaders advancing Career and Technical Education, strengthening strategic thinking, leadership, and regional impact.

**July 14-16:** Optional In-person Launch during Summer Leadership Conference

***Beyond Programs: The Hidden Architecture of High-Impact CTE***
Focused on examining system-level leadership conditions that shape CTE outcomes and establishing shared language and frameworks for the series

## Virtual Meetings

**September 16**
***Distinguishing Quality: How High-Impact CTE Actually Takes Shape***
Understand what drives meaningful outcomes beyond surface-level activities.

**November 17**
***Influence: Advancing CTE Through Strategic Leadership***
Guide direction, build credibility, and move initiatives forward

**January 12**
***Strategic Positioning: Elevating CTE as a Driver of Regional Success***
Communicating CTE's role in workforce development and community impact.

**March 4**
***From Insight to Momentum: Leading Sustainable CTE Transformation.***
Capstone session on turning insight into lasting CTE action.

**Annual Fee:** **$349**

SCAN ME

# REGISTRATION NOW OPEN!

https://www.aesa.us/cte-online-learning-lab/

AESA

# BUSINESS STRATEGY FRAMEWORK WORKSHOP 1.0

**May 18-19, 2026**
Day 1: 9:00 am-4:00 pm
Day 2: 8:30 am-3:30 pm

Region 12 Education Service Center

2101 W. Loop 340
Waco, TX 76712

**Registration**
Individuals: $1,500

Team of 3+: $1,000 per person

## Practical Strategies for ESA Teams

This two-day workshop, hosted by ESC Region 12, gives ESA teams a powerful, hands-on approach to strategy. Participants will learn to use the Business Strategy Framework, a question-driven tool that guides smart, strategic decision-making for both new initiatives and existing services.

## Key Takeaways

- A shared strategic mindset across your ESC team
- A deeper understanding of smart business decisions
- A practical framework to guide future planning
- A more disciplined approach to assessing opportunities

To deepen learning, each team brings a real-time project and applies workshop strategies directly, gaining practical experience and actionable results.



**Focus on the right work**



**Allocate resources effectively**



**Identify what drives success**

**REGISTRATION NOW OPEN!**

SCAN ME

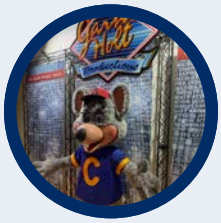



## Keynote Speaker



**Marlon Styles**

## Learning Tour



**Garner Holt Education Through Imagination**

## Registration

**Early Bird: $625**
Before June 5, 2026

# Smarter systems. Stronger learning. Connected communities.

Today's ESA leaders are navigating increasingly complex systems. *Systems in Sync* focuses on how leaders create coherence across leadership, instruction, well-being, operations, and community partnerships.

This year, AESA is proud to partner with the San Bernardino County Office of Education and the Riverside County Office of Education to host the conference in a region known for innovation, collaboration, and charm.



## Overnight Accomodations

**Mission Inn Hotel & Spa**
Located in the heart of downtown Riverside, this National Historic Landmark offers a memorable place to stay!

Once you register, you'll receive AESA room block details by email.

## SYNC WITH US!

**www.aesa.us/summer-leadership-conference/**

SCAN ME

# Save the Dates!

## Advocacy in Action Conference

This conference provides participants with the opportunity to refine their advocacy skills and meet directly with federal lawmakers to advocate for the needs of students, educators, and communities.

**September 23–25, 2026**
Washington, D.C.




## Business Strategy Framework 2.0

This advanced workshop builds on BSF 1.0, diving into competitive strategy and AI integration. Learn to manage uncertainty, build AI partnerships, and align your organization for strategic success

*NOTE: Completion of the Business Strategy Framework 1.0 Workshop preferred.*

**October 26-27, 2026**
Tampa, FL area




## Annual Conference & Expo

As AESA's premier annual event, we bring together thought leaders from across the country and ESA professionals who know the work firsthand, combining fresh perspectives with real-world expertise. Conference guests will stay at the Hilton Orlando, a modern, full-service resort conveniently located in the heart of Orlando's International Drive area.

**December 2-4, 2026**
Orlando, FL





PO Box 404, Cheshire, CT 06410

715-966-1688 afiene@aesa.us www.aesa.us

# Platform: ESU Data Entry Reference Guide

**Purpose:**
This guide provides instructions and definitions for entering compensation data into the Sparq platform, ensuring consistency and accuracy across all Educational Service Units (ESUs).

---

## 1. Timelines

| Event | Timeline |
|---|---|
| **Annual Salary Information Update** | New salaries deadline update is **October 1st** each year. |
| **Previous Year's Data Pull** | Occurs automatically on **January 1st**. |
| **Negotiated Agreement Settlement** | **Email from SPARQ requesting updated negotiated agreement information sent in June or July**. |

---

## 2. Position Categories

Entering compensation data in the correct section ensures accurate reporting. Sparq uses two main data entry categories:

### A. Negotiated Agreement

- For positions covered by formal salary schedules.
- Example: Teachers under a union-negotiated contract.

### B. Administrator Negotiations *(Renamed to "Other Bargaining Unit Negotiations")*

- For all other staff not covered under a negotiated agreement salary schedule.
- Includes many administrative, classified, and specialized roles.

---

## Common Position Examples & Preferred Entry Sections (CHANGES)

| Position Type | Titles Included | Section |
|---|---|---|
| **Administrative Assistant** | Secretary, Office Manager | Other Bargaining Units |
| **Assistant Superintendent** | Assistant CEO, Administrator | Other Bargaining Units |
| **Bookkeeper** | Payroll Clerk, Accounting Clerk | Other Bargaining Units |
| **Business Manager** | CFO, HR Director | Other Bargaining Units |
| **Chief Administrator** | CEO, Executive Director | Other Bargaining Units |
| **Classified Technology** | Tech Support, Network Ops | Other Bargaining Units |
| **Instructional Paraprofessional** | Para, Behavior Tech | Other Bargaining Units |
| **Licensed Mental Health** | LMHP, Social Worker | Other Bargaining Units |
| **Maintenance/Custodian** | Facilities Manager | Other Bargaining Units |
| **Nurse** | RN, LPN | Other Bargaining Units |
| **Occupational Therapist** | OT, COTA | Other Bargaining Units |
| **Other** | Grant Writer, Unique roles | Other Bargaining Units |
| **Professional Technology** | Coders, Network Engineers | Other Bargaining Units |

| | | |
|---|---|---|
| **Program Consultant/Coordinator** | Transition Specialist, EDN Coord. | Other Bargaining Units |
| **Program Supervisor/Director** | Sped Liaison, Principal | Other Bargaining Units |
| **Psychologist** | School Psych | **BOTH Negotiated Bargaining Unity and Other Bargaining Units** |
| **Special Education Admin/Director** | Sped Director | Other Bargaining Units |
| **Speech Pathologist** | SLP, SLP-A | Other Bargaining Units |
| **Staff Development Coordinator** | Curriculum Specialist | Other Bargaining Units |
| **Teacher (no salary schedule)** | Sped, Title, Resource Teacher | Other Bargaining Units |
| **Technology Coordinator** | Tech Director | Other Bargaining Units |

---

## 3. Calculating Experience

| Field | Definition |
|---|---|
| **Experience** | Years of service at the **current ESU**. |
| **Experience Total** | Total years in **all educational roles**, regardless of ESU or school district. |

**Tip:** Hover over field names in Sparq for tooltips and clarification.

---

## 4. Compensation Breakdown

To avoid **double-counting**, ensure each item is reported in the correct category. Use the NDE Staff Reporting Manual (pg. 16) for further breakdowns.

### A. Salary

- Base wage for the role.
- Includes “non-index wage” amounts.

### B. Benefits

- List individual benefit items separately in Sparq.
    - FICA
    - Insurance (health, dental, etc.)
    - NPERS (employer contribution)
    - Cash in lieu
    - Annuities

### C. Additional Compensation

- Use this for all stipends or extras **not** classified as salary or benefits.

    **Examples:**

    - Car allowance
    - Cell phone/mileage allowance
    - Bonuses
    - Stipends

---

## 5. Training Videos

**Sparq Negotiations ESU Data Entry Training – April 2025**
📺 Watch Now

---

## Support & Contacts

For additional questions or clarification, contact your ESU administrator or Sparq system support representative.

---

**Document Version:** June 2025

| POSITION | NAME OF STAFF |
|---|---|
| **Administrative Assistant:** | |
| | |
| Administrative Assistant | |
| Secretary | |
| Executive Assistant | |
| Office Associate | |
| Office Manager | |
| Receptionist | |
| | |
| **Assistant Superintendent:** | |
| Assistant Administrator | |
| Assistant CEO | |
| | |
| **Bookkeeper:** | |
| Accounts Payable/Receivable | |
| Payroll Clerk | |
| SPED bookkeeper | |
| Grants bookkeeper | |
| Accounting Clerk | |
| | |
| **Business Manager:** | |
| CFO | |
| HR Director/Manager | |
| Accounting Manager | |
| Director of Business Services | |
| | |
| **Chief Administrator:** | |
| Administrator | |
| CEO | |
| Executive Director | |
| | |
| **Classified Technology:** | |
| Tech support | |
| Help Desk | |
| District Technology Coordinator | |
| LanManager | |
| Network Operations Technology Support | |
| Educational Technology Specialists (non-instructional) | |
| | |
| **Instructional Paraprofessional:** | |
| Para | |
| Job Coach | |

| | |
|---|---|
| Sped para | |
| Behavior Tech | |
| Teacher Assistants | |
| Med Aide | |
| | |
| **Licensed Mental Health:** | |
| LMHP | |
| PLMHP | |
| LIMHP | |
| Social Worker | |
| | |
| **Maintenance/Custodian:** | |
| Grounds keeper | |
| Ground engineer | |
| Facilities manager | |
| | |
| **Nurse:** | |
| RN | |
| LPN | |
| | |
| **Occupational Therapist:** | |
| OT | |
| OTA | |
| COTA | |
| | |
| **Other:** | |
| Grant Writer | |
| This category is for unique roles not fitting elsewhere. | |
| | |
| **Professional Technology:** | |
| Programmers | |
| Coders | |
| Data Specialist/Engineer | |
| Database Administrator | |
| Network Computer System Engineer | |
| Cybersecurity Specialist | |
| | |
| **Program Consultant/Coordinator:** | |
| Early Development Network Coordinators | |
| ASD Coordinator | |
| NeMTSS Coordinator | |
| Early Learning Connections | |
| Transition Coordinator | |

| | |
|---|---|
| School Transition Specialist | |
| Grant Coordinator | |
| Migrant Coordinator | |
| Others (Program specific roles) | |
| | |
| **Program Supervisor** | |
| Principal of Student Programs | |
| Sped Liaison | |
| Behavioral Health | |
| Early Childhood | |
| | |
| **Psychologist:** | |
| School Psych | |
| Licensed Psychologist | |
| | |
| **Special Education Administrator/Director:** | |
| Student Services Director | |
| Student Services Director Administrator | |
| | |
| **Speech Pathologist:** | |
| SLP | |
| SLP-A | |
| | |
| **Staff Development Director** | |
| Professional Development Director | |
| Teaching and Learning Director | |
| | |
| | |
| **Staff Development Coordinator:** | |
| Curriculum Specialist | |
| Teaching and Learning Coordinator | |
| Teaching and Learning Specialist | |
| Professional Learning Coordinator | |
| Technology Integration Specialist (instructional) | |
| Professional Development Tech Consultant | |
| Educational Consultant | |
| Professional Development Coordinator | |
| | |
| **Teacher (if there is no salary schedule):** | |
| Resource Teacher | |
| Sped Teacher | |
| ELL | |
| Title | |

| | |
|---|---|
| Other teachers | |
| | |
| **Technology Director** | |
| Network Operations Director | |
| Network Operations Manager | |

# CEO Report to the Board
# May 2026

**Committee Meetings Date:** May 14, 2026

**Board Meeting Date:** May 15, 2026

# Executive Committee

## Personnel Update

- PowerSchool Support Specialist
  - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
  - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
  - The offer will be made the week of June 22, 2026, at the latest.
  - The start date will be July 13, 2026.
- Level 3 Software Developer/Integrator
  - Position was posted on April 10, 2026 and closed May 8, 2026.
  - Interviews scheduled for May 18- May 22, 2026.
  - Offer/hire will be made should a viable candidate arise.
- 2026-2027
  - Contracted Support
    - Tech Development
    - Professional development support
  - PowerSchool Support Specialist, if necessary

## Budget Update

- Update on where we are with the budget process
- PowerSchool and General Tech budgets increasing
- On track for pre-view in July

## ESUCC Board Member Succession Planning

- What should the next ESUCC Board member know and understand?

- Current Mentoring Guidelines for ESU Administrators - Key Discussion Topics:
  - ESUCC Organizational Chart
  - Role of the ESUCC Board Member
  - ESUCC Meetings
  - MSA
  - ESUCC Policy Manual
  - Sparq: Meetings and Negotiations Software process
  - ESUCC Website
  - Expectations and roles of standing and ad-hoc committees
  - Acronym list
  - PDO, Affiliates, Cadres
  - ESUCC Finances
  - ESU Boundaries
  - ESU Standards

## Electric Bus

- Partnership Goal
  - Highland and ESUCC are collaborating on the EPA 2026 Clean School Bus Program (EPA CSB) to potentially drive over $30 million in sales.
- Opportunity
  - ESUCC can apply as a "third-party applicant" for funding for up to 100 electric school buses for Nebraska districts.
- Will report back in July as to the progress on this opportunity

# Educational Resources Committee

## Personnel Update

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  - The start date will be July 13, 2026.
- 2026-2027 Budget Work
  - Contracted Support - Professional development support
  - PowerSchool Support Specialist, if necessary

# Legal Committee

## Board Member Mileage Policy and Procedure

- Policy from Perry Law Firm
- Discuss Procedure

## Electric Bus

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    - Highland and ESUCC are collaborating on the EPA 2026 Clean School Bus Program (EPA CSB) to potentially drive over $30 million in sales.
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# Information Services Committee

## Personnel Update

- 2026-2027 Budget Work
    - Contracted Support for Tech Development

## Budget Update

- General Tech budgets increasing
- On track for pre-view in July

# Full Board

## Personnel Update

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# Podcast at Annual Conference

- Andrew Easton, CLO, will be doing a podcast at the AESA Annual Conference

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- Focus groups have been scheduled:
    - ESUCC Board - May 19, 2026 at 11am
        - This will be published as an open meeting
    - Affiliate Chairs - May 21, 2026 at 12pm
    - ESUCC Staff - June 16, 2026 at 10am
    - Service Recipients - June 16, 2026 at 12pm
    - Chiefs - June 19, 2026 at 10am
    - Associations - June 23, 2026 at 11am

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# CEO Report to the Board
# May 2026

**Committee Meetings Date:** May 14, 2026

**Board Meeting Date:** May 15, 2026

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  - ESUCC Policy Manual
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- Policy from Perry Law Firm
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esucc
Educational Service Unit Coordinating Council

# Information Services Committee

## Personnel Update

- 2026-2027 Budget Work
    - Contracted Support for Tech Development

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ESUCC
Executive Committee Meeting
Thursday, May 14, 2026, 11:00 AM
ESU 10 plus Zoom, 76 Plaza Blvd, Kearney, NE 68845

Attendance Taken at 11:00 AM.

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

1. Call to Order

This is a committee of the Educational Service Unit Coordinating Council. The chairperson or designee will call the committee meeting to order. Per Policy 1008, "Committees shall not have legislative or administrative functions, except as specifically authorized by the Board. All matters except those of routine or emergency nature may be referred to a committee before action by the Board...Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, as directed by the Board." No formal action will be taken in committee meetings, although recommendations for such action may be made by the committee to the Board.
The Executive Committee Meeting was called to order at 11:00am.

1.1. Roll Call

2. Treasurer's Report

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

**Recommended Motion:** Recommend to the ESUCC board to approve the claims, financial statements, and assets for the month of April.
ESUCC CEO Dr. Larianne Polk, reviewed the attached Budget Summary April 2026.

Recommend to the ESUCC board to approve the claims, financial statements, and assets for the month of April Passed with a motion by Barrett, Laura (ESU 13) and a second by Wheelock, Melissa (ESU 10).

| | |
|---|---|
| Dr. Bill Heimann (ESU 01): | Yea |
| Dr. Melissa Wheelock (ESU 10): | Yea |
| Dr. Laura Barrett (ESU 13): | Yea |
| Geraldine Erickson (ESU 17): | Yea |

Yea: 4, Nay: 0

2.2. April Expenses to be Paid in May

**Recommended Motion:** Recommend to the ESUCC Board to approve the April expenses to be paid in May.
ESUCC CEO Dr. Polk reviewed the attached April Expenses Payable May 2026 document. There was a reminder to the committee that, in the absence of a June board meeting, a policy has been previously approved for CEO Polk to have the bills paid, and the information will be attached to the July board meeting agenda.

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

| | |
|---|---|
| Dr. Bill Heimann (ESU 01): | Yea |
| Dr. Melissa Wheelock (ESU 10): | Yea |
| Dr. Laura Barrett (ESU 13): | Yea |
| Geraldine Erickson (ESU 17): | Yea |

Yea: 4, Nay: 0

3. Employment contract for Nikki Muller, PowerSchool Support Specialist
NebPS Coop is excited to have Nikki Muller as an ESUCC staff member beginning July 1, 2026. Nikki will be transitioning from a contracted staff. NebPS Coop will continue to fund this position.

**Recommendation:** Advance the recommendation to affirm the hiring of Nikki Muller, PowerSchool Support Specialist.
Nikki Muller is currently a 1099 contractor and will be transitioning to an ESUCC staff member beginning July 1, 2026.

Advance the recommendation to affirm the hiring of Nikki Muller, PowerSchool Support Specialist Passed with a motion by Heimann, Bill (ESU 01) and a second by Erickson, Geraldine (ESU 17).

| | |
|---|---|
| Dr. Bill Heimann (ESU 01): | Yea |
| Dr. Melissa Wheelock (ESU 10): | Yea |
| Dr. Laura Barrett (ESU 13): | Yea |

Geraldine Erickson (ESU 17): Yea

Yea: 4, Nay: 0

4. Employment Contract for Ellie Schroeder, PowerSchool Support Specialist
   NebPS Coop is looking forward to adding Ellie Schroeder, PowerSchool Support Specialist, to the team on July 1, 2026. Ellie has been working with ESU 10, supporting PowerSchool. NebPS Coop will fund this position.

   **Recommendation:** Advance to the ESUCC full board the recommendation to affirm the hiring of Ellie Schroeder by ESU 17 for the PowerSchool Support Specialist position.
   Ellie Schroeder was an ESU 10 PowerSchool employee. Ellie Schroeder will join the ESUCC team, supporting PowerSchool.

   Advance to the ESUCC full board the recommendation to affirm the hiring of Ellie Schroeder by ESU 17 for the PowerSchool Support Specialist position Passed with a motion by Wheelock, Melissa (ESU 10) and a second by Barrett, Laura (ESU 13).

   Dr. Bill Heimann (ESU 01): Yea

   Dr. Melissa Wheelock (ESU 10): Yea

   Dr. Laura Barrett (ESU 13): Yea

   Geraldine Erickson (ESU 17): Yea

   Yea: 4, Nay: 0

5. Revised Contract for Shara Johnson, Canvas Specialist
   The NDE has requested additional days for Shara Johnson, Canvas Support, in order to meet the growing needs of the Canvas project. These additional days will continue to be funded through the Canvas project.

   **Recommendation:** Advance the recommendation to affirm the revised contract for Shara Johnson, Canvas Support.
   NDE has requested ten additional days for Shara Johnson, Canvas Support. The additional days will start in the new contract period.

   Advance the recommendation to affirm the revised contract for Shara Johnson, Canvas Support Passed with a motion by Heimann, Bill (ESU 01) and a second by Barrett, Laura (ESU 13).

   Dr. Bill Heimann (ESU 01): Yea

   Dr. Melissa Wheelock (ESU 10): Yea

   Dr. Laura Barrett (ESU 13): Yea

   Geraldine Erickson (ESU 17): Yea

   Yea: 4, Nay: 0

6. Chief Executive Officer (CEO) Report
   CEO Report to the Board - May 2026
   ESUCC CEO Dr. Polk reviewed the attached CEO Report to the Board - May 2026 document. There was discussion regarding a possible electric bus opportunity that was added to the CEO report after it was previously attached.

7. CEO Evaluation 2026-2027

**May**

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

No revisions recommended at this time. The CEO Evaluation process will remain the same for this year.

8. Next Meeting Agenda Items

9. Adjournment

The Executive Committee Meeting adjourned at 11:50am.

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

**April 30, 2026**

| ESUCC Division | Receipts | Disbursements |
|---|---|---|
| Executive | $ 68,960.04 | $ 67,146.59 |
| Teaching & Learning | $ 419,669.00 | $ 127,888.42 |
| Technology | $ 2,101.50 | $ 343,638.54 |
| Grants/Contracts | $ - | $ - |
| | $ 490,730.54 | $ 538,673.55 |

| | |
|---|---|
| **Balance April 1, 2026** | **$6,424,707.53** |
| Total Receipts April 2026 | $490,730.54 |
| **Total Funds Available** | **$6,915,438.07** |
| Check #18379 - Check #18401 | $516,168.48 |
| ACH Payments | $22,505.07 |
| **Total Disbursements** | **$538,673.55** |
| **Ending Balance April 30, 2026** | **$6,376,764.52** |
| Ending Balance April 30, 2025 | $6,814,810.30 |
| **Bank Balances:** | |
| Checking Account | $50,066.30 |
| Investment Account | $6,390,588.73 |
| | **$6,440,655.03** |
| *Interest Earned April 2026* | *$17,985.38* |

| | Percentage Spent | Percentage Projected |
|---|---|---|
| September | 0.00% | 8.33% |
| October | 2.88% | 8.33% |
| November | 3.57% | 8.33% |
| December | 1.62% | 8.33% |
| January | 2.85% | 8.33% |
| February | 3.21% | 8.33% |
| March | 4.77% | 8.33% |
| April | 2.40% | 8.33% |
| May | | 8.34% |
| June | | 8.34% |
| July | | 8.34% |
| August | | 8.34% |
| **Year To Date** | **21.30%** | **100.00%** |
| *Adjusted Budget Status:* | *37.98%* | |

| Specific Project Fiscal Expenses YTD | Budget | Expenses YTD |
|---|---|---|
| PowerSchool | $1,083,875.27 | $395,860.80 |
| Coop | $1,025,623.70 | $350,869.58 |
| Canvas | $823,307.26 | $379,153.55 |
| SRS | $536,916.42 | $281,205.24 |
| PDO (Includes Affiliates) | $202,214.04 | $109,673.05 |

**Notable Receipts Include:**

| | |
|---|---|
| BITS Funds from NDE | $418,819.00 |
| Coop Admin Fees | $50,474.66 |

**Notable Disbursements Include:**

| | |
|---|---|
| CDW, Duo Security | $102,600.00 |
| NCNE Salary Reimbursements | $173,141.70 |

| Special Projects/Grants Status: | Receipts | Expenditures |
|---|---|---|
| SMART-NE | $0.00 | $6,383.00 |
| SMART-ESA | $0.00 | $15,091.00 |

**Outstanding Receipts As Of 04/30/26:**

| | |
|---|---|
| **Admin** | **$425.00** |
| *Sparq Negotiations* | |
| *Meals, Committee & Board Meetings* | *$425.00* |
| **Canvas** | **$0.00** |
| *School Renewals, 2025-2026* | |
| *Funds Due From NDE* | |
| **Coop** | **$0.00** |
| *School Renewals* | |
| *Vendor Admn Fees* | |
| **DL** | **$0.00** |
| **Duo Security** | **$0.00** |
| *School Renewals* | |
| **Literacy** | **$120,000.00** |
| *LETRS Faciliatator Training* | *$120,000.00* |
| **Menstrual Project** | **$0.00** |
| *Funds from NDE* | |
| **PDO** | **$2,196.15** |
| *OER* | *$1,750.00* |
| *PDO, Mtg Registrations* | *$25.00* |
| *Overdrive / Sora Library* | *$346.15* |
| *ESPD, Mtg Registrations* | *$0.00* |
| *NOC, Mtg Registrations* | *$0.00* |
| *SDA, Mtg Registrations* | *$75.00* |
| *TLT, Mtg Registrations* | *$0.00* |
| **PowerSchool** | **$0.00** |
| *School Renewals, 2025-2026* | |
| **ProofPoint** | **$369.00** |
| *School Renewals, Kimball* | *$369.00* |
| **NCNE** | **$440,803.00** |
| *NCNE Salaries* | *$440,803.00* |
| **SRS** | **$384.00** |
| *MSA, 2025-2026* | |
| *Annual Member Fee (Prime Home DDS)* | *$384.00* |
| **Project Para** | **$65,000.00** |
| *Project Para Grant, Salaries* | *$65,000.00* |
| **Tech Gen** | **$0.00** |
| *Fortimail Renewals* | |
| **Total Outstanding Receipts, 04/30/26:** | **$629,177.15** |

**Notes:**

Receipts since 04/30/26

| | |
|---|---|
| NDE, Project Para | $65,000.00 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18402 | 05/15/26 | 1980 | 95 PERCENT GROUP LL | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,353.00 |
| 09000 | 18402 | 05/15/26 | 1980 | 95 PERCENT GROUP LL | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,221.80 |
| TOTAL CHECK | | | | | | | | 0.00 | 5,574.80 |
| 09000 | 18403 | 05/15/26 | 1107 | AEPA INC. | 01202520300 | 20810 | COOP AEPA ASSESSMEN | 0.00 | 4,446.71 |
| 09000 | 18404 | 05/15/26 | 1098 | AESA | 01202320100 | 20580 | ADMN POLK ASCEND AC | 0.00 | 3,425.00 |
| 09000 | 18405 | 05/15/26 | 1988 | ALL THINGS ALGEBRA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 730.00 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 7,325.00 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 13,064.80 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 249.75 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,875.00 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,315.28 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 11,396.42 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,658.08 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,467.94 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 13,630.56 |
| TOTAL CHECK | | | | | | | | 0.00 | 57,982.83 |
| 09000 | 18407 | 05/15/26 | 1982 | BEREAN BUILDERS PUB | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,532.80 |
| 09000 | 18408 | 05/15/26 | 1050 | BISHOP BUSINESS | 01202320100 | 20550 | ADMN PRINTING OMAHA | 0.00 | 22.91 |
| 09000 | 18408 | 05/15/26 | 1050 | BISHOP BUSINESS | 01202520300 | 20550 | COOP PRINTING OMAHA | 0.00 | 22.91 |
| 09000 | 18408 | 05/15/26 | 1050 | BISHOP BUSINESS | 01202213620 | 20550 | DL PRINTING OMAHA | 0.00 | 22.91 |
| 09000 | 18408 | 05/15/26 | 1050 | BISHOP BUSINESS | 01202580400 | 20550 | SRS PRINTING OMAHA | 0.00 | 22.91 |
| TOTAL CHECK | | | | | | | | 0.00 | 91.64 |
| 09000 | 18409 | 05/15/26 | 1892 | BRAINPOP LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,730.00 |
| 09000 | 18410 | 05/15/26 | 1993 | ABC YA.COM | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 299.00 |
| 09000 | 18411 | 05/15/26 | 1995 | AUGUSTINE INSTITUE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,006.33 |
| 09000 | 18412 | 05/15/26 | 1963 | CALLAWAY PUBLIC SCH | 01202520581 | 20320 | MENST 6060486737 ST | 0.00 | 727.66 |
| 09000 | 18412 | 05/15/26 | 1963 | CALLAWAY PUBLIC SCH | 01202520581 | 20320 | MENST 6060486738 ST | 0.00 | 152.85 |
| 09000 | 18412 | 05/15/26 | 1963 | CALLAWAY PUBLIC SCH | 01202520581 | 20320 | MENST 6060486739 ST | 0.00 | 135.90 |
| TOTAL CHECK | | | | | | | | 0.00 | 1,016.41 |
| 09000 | 18413 | 05/15/26 | 1882 | IXL LEARNING, INC. | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 623.40 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,921.50 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,003.00 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 486.20 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,973.40 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 10,692.00 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 12,458.25 |
| TOTAL CHECK | | | | | | | | 0.00 | 32,534.35 |
| 09000 | 18415 | 05/15/26 | 1991 | CONCORDIA PUBLISHIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,554.18 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18416 | 05/15/26 | 1823 | CONSORTIUM FOR SCHO | 01202580650 | 20810 | GEN TECH ISAACSON M | 0.00 | 25.00 |
| 09000 | 18417 | 05/15/26 | 1254 | ESU 1 | 01202213587 | 20320 | TEAMMATES READ GRAN | 0.00 | 600.00 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202310110 | 20610 | BOARD 4.16.26 COMMI | 0.00 | 240.15 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202310110 | 20610 | BOARD 4.17.26 BOARD | 0.00 | 339.00 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202320100 | 20443 | ADM SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213580 | 20443 | BITS SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213570 | 20443 | CANVAS SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202520300 | 20443 | COOP SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213620 | 20443 | DL SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213500 | 20443 | PDO SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213200 | 20443 | PS SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202580650 | 20443 | TECH GEN SERVER REN | 0.00 | 600.00 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202580400 | 20443 | SRS SERVER RENT | 0.00 | 6,803.97 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202320100 | 20441 | ADM RENT OMAHA | 0.00 | 324.03 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202520300 | 20441 | COOP RENT OMAHA | 0.00 | 486.06 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202580400 | 20441 | SRS RENT OMAHA | 0.00 | 972.12 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213500 | 20441 | PDO RENT OMAHA | 0.00 | 486.06 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213200 | 20441 | PS RENT OMAHA | 0.00 | 324.04 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202320100 | 20531 | ADM POSTAGE OMAHA | 0.00 | 0.99 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202520300 | 20531 | COOP POSTAGE OMAHA | 0.00 | 0.78 |
| TOTAL CHECK | | | | | | | | 0.00 | 25,853.23 |
| 09000 | 18419 | 05/15/26 | 1150 | ESU 5 | 01202213582 | 20320 | LITERACY TRN 06.30. | 0.00 | 7,031.74 |
| 09000 | 18420 | 05/15/26 | 1067 | ESU 10 | 01202213520 | 20320 | SDA MTG APRIL 14-16 | 0.00 | 1,361.00 |
| 09000 | 18420 | 05/15/26 | 1067 | ESU 10 | 01202320100 | 20320 | ADM SMART NE MARCH | 0.00 | 100.00 |
| 09000 | 18420 | 05/15/26 | 1067 | ESU 10 | 01202320100 | 20320 | ADM SMART ESA MARCH | 0.00 | 2,675.00 |
| 09000 | 18420 | 05/15/26 | 1067 | ESU 10 | 01203599597 | 20320 | STEADFAST PHASE 3 M | 0.00 | 2,400.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 6,536.00 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202320100 | 20352 | ADMN SALARIES | 0.00 | 15,692.57 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202320100 | 20320 | ADMN FISCAL AGENT F | 0.00 | 900.00 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202320100 | 20441 | ADMN RENT AINSWORTH | 0.00 | 38.20 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520300 | 20352 | COOP SALARIES | 0.00 | 26,276.51 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520300 | 20441 | COOP RENT AINSWORTH | 0.00 | 152.80 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520300 | 20582 | COOP PHONE AINSWORT | 0.00 | 84.00 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520300 | 20550 | COOP COPIER/PRINTIN | 0.00 | 17.50 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520300 | 20520 | COOP BOND/INSURANCE | 0.00 | 32.00 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213620 | 20352 | DL SALARIES | 0.00 | 17,259.54 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202580650 | 20352 | TECH GEN SALARIES | 0.00 | 13,076.31 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202580400 | 20352 | SRS SALARIES | 0.00 | 33,261.85 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202580400 | 20441 | SRS RENT AINSWORTH | 0.00 | 38.20 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213500 | 20352 | PDO SALARIES | 0.00 | 5,961.06 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213500 | 20441 | PDO RENT AINSWORTH | 0.00 | 38.20 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213560 | 20352 | CRISIS SALARIES | 0.00 | 457.04 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213570 | 20352 | CANVAS SALARIES | 0.00 | 17,671.43 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213200 | 20352 | PS SALARIES | 0.00 | 45,481.82 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213200 | 20441 | PS RENT AINSWORTH | 0.00 | 114.60 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01206415590 | 20396 | PROJ PARA SALARIES | 0.00 | 10,919.38 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520585 | 20352 | TEXTBOOK SALARIES | 0.00 | 6,540.09 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213587 | 20352 | TEAMMATES SALARIES | 0.00 | 4,491.23 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213582 | 20352 | LITERACY SALARIES | 0.00 | 2,834.28 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213580 | 20352 | BITS SALARIES | 0.00 | 6,992.62 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520581 | 20352 | MENSTRUAL SALARIES | 0.00 | 2,122.43 |
| TOTAL CHECK | | | | | | | | 0.00 | 210,453.66 |
| 09000 | 18422 | 05/15/26 | 1893 | EXPLORE LEARNING LL | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,195.00 |
| 09000 | 18423 | 05/15/26 | 1989 | GOODHEART-WILLCOX P | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,498.62 |
| 09000 | 18424 | 05/15/26 | 1880 | GREAT MINDS, PBC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 12,221.13 |
| 09000 | 18424 | 05/15/26 | 1880 | GREAT MINDS, PBC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 236.96 |
| 09000 | 18424 | 05/15/26 | 1880 | GREAT MINDS, PBC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,732.85 |
| TOTAL CHECK | | | | | | | | 0.00 | 15,190.94 |
| 09000 | 18425 | 05/15/26 | 1817 | GRINDSTONE MEDIA | 01202213580 | 20320 | BITS 103 VIDEOS | 0.00 | 8,500.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202213200 | 20580 | PS LODGING BURENHEI | 0.00 | 375.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202213200 | 20580 | PS LODGING SOSALLA | 0.00 | 375.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202213620 | 20580 | DL LODGING EASTON N | 0.00 | 249.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202213200 | 20580 | PS LODGING BADEN DA | 0.00 | 375.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202580400 | 20580 | SRS ISAACSON DATA C | 0.00 | 410.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202580400 | 20580 | SRS ISAACSON NETA | 0.00 | 498.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 2,282.00 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXBOOK LOAN | 0.00 | 2,633.00 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,188.80 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,220.00 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 30.50 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,218.50 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,085.10 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,062.92 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 435.70 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 30.50 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,950.75 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,443.93 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,249.71 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,003.27 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 666.77 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,977.92 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,237.49 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,156.50 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,073.41 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,493.43 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,909.79 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,190.49 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 673.11 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 7,084.71 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,200.19 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,690.54 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,493.86 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,473.38 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 7,188.13 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,100.06 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,257.11 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 174.00 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 213.52 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 760.79 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,752.60 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,410.65 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,384.27 |
| TOTAL CHECK | | | | | | | | 0.00 | 83,115.40 |
| 09000 | 18428 | 05/15/26 | 1987 | IGNATIUS PRESS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,794.45 |
| 09000 | 18429 | 05/15/26 | 1940 | IMAGINE LEARNING LL | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,044.50 |
| 09000 | 18429 | 05/15/26 | 1940 | IMAGINE LEARNING LL | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,943.50 |
| TOTAL CHECK | | | | | | | | 0.00 | 5,988.00 |
| 09000 | 18430 | 05/15/26 | 1312 | INSTRUCTURE INC | 01202213570 | 20320 | CANVAS BERTRAND IMP | 0.00 | 4,680.00 |
| 09000 | 18431 | 05/15/26 | 1930 | KESLER SCIENCE, LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 349.00 |
| 09000 | 18431 | 05/15/26 | 1930 | KESLER SCIENCE, LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 349.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 698.00 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 207.90 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 514.69 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 86.94 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 712.80 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 712.80 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 876.15 |
| TOTAL CHECK | | | | | | | | 0.00 | 3,111.28 |
| 09000 | 18433 | 05/15/26 | 1965 | LEBRA TECHNOLOGIES | 01202320100 | 20643 | ADMN SOFTWARE/SERVI | 0.00 | 5,000.00 |
| 09000 | 18434 | 05/15/26 | 1933 | LOYOLA PRESS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,156.78 |
| 09000 | 18434 | 05/15/26 | 1933 | LOYOLA PRESS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,198.41 |
| 09000 | 18434 | 05/15/26 | 1933 | LOYOLA PRESS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 448.50 |
| 09000 | 18434 | 05/15/26 | 1933 | LOYOLA PRESS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,990.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 12,793.69 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 6,709.88 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 620.16 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 132.39 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,519.77 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 8,202.51 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 10,184.71 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,110.40 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,257.23 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 783.32 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,554.79 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,363.21 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,811.53 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 16,588.80 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 346.55 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,760.07 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,547.29 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,314.50 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,541.76 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,677.28 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,988.94 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 6,683.96 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 9,813.77 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 31,665.43 |
| TOTAL CHECK | | | | | | | | 0.00 | 129,178.25 |
| 09000 | 18436 | 05/15/26 | 1978 | MEMBEAN INC. | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,130.00 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,138.20 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 10,098.94 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,424.50 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,924.34 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,639.60 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,339.60 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 8.44 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,268.34 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,667.36 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,315.87 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,073.75 |
| TOTAL CHECK | | | | | | | | 0.00 | 39,898.94 |
| 09000 | 18438 | 05/15/26 | 1042 | NE COUNCIL OF SCHOO | 01202320100 | 20810 | ADM POLK MEMBER REN | 0.00 | 435.00 |
| 09000 | 18438 | 05/15/26 | 1042 | NE COUNCIL OF SCHOO | 01202520300 | 20810 | COOP QUINTANA MEMBE | 0.00 | 125.00 |
| 09000 | 18438 | 05/15/26 | 1042 | NE COUNCIL OF SCHOO | 01202320100 | 20580 | ADM POLK ADMN DAYS | 0.00 | 235.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 795.00 |
| 09000 | 18439 | 05/15/26 | 1895 | NOREDINK CORP | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,250.00 |
| 09000 | 18439 | 05/15/26 | 1895 | NOREDINK CORP | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,238.04 |
| TOTAL CHECK | | | | | | | | 0.00 | 5,488.04 |
| 09000 | 18440 | 05/15/26 | 1065 | OMAHA WORLD HERALD | 01202310110 | 20540 | BOARD MTG NOTICE AP | 0.00 | 24.40 |
| 09000 | 18441 | 05/15/26 | 1985 | ORIGO EDUCATION INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,441.80 |
| 09000 | 18442 | 05/15/26 | 1931 | PEARSON EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 8,000.00 |
| 09000 | 18442 | 05/15/26 | 1931 | PEARSON EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 44,800.00 |
| 09000 | 18442 | 05/15/26 | 1931 | PEARSON EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,280.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 55,080.00 |
| 09000 | 18443 | 05/15/26 | 1986 | PERFECTION LEARNING | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,584.04 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18444 | 05/15/26 | 1633 | PERRY, GUTHERY, HAA | 01202320100 | 20317 | ADMN LEGAL SERVICES | 0.00 | 846.23 |
| 09000 | 18444 | 05/15/26 | 1633 | PERRY, GUTHERY, HAA | 01202520300 | 20317 | COOP LEGAL SERVICES | 0.00 | 1,128.31 |
| 09000 | 18444 | 05/15/26 | 1633 | PERRY, GUTHERY, HAA | 01202213620 | 20317 | DL LEGAL SERVICES | 0.00 | 1,410.38 |
| 09000 | 18444 | 05/15/26 | 1633 | PERRY, GUTHERY, HAA | 01202580400 | 20317 | SRS LEGAL SERVICES | 0.00 | 282.08 |
| TOTAL CHECK | | | | | | | | 0.00 | 3,667.00 |
| 09000 | 18445 | 05/15/26 | 1927 | PROJECT WAYFINDER I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 7,257.00 |
| 09000 | 18446 | 05/15/26 | 1904 | QUAVERED INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,100.00 |
| 09000 | 18446 | 05/15/26 | 1904 | QUAVERED INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,800.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 3,900.00 |
| 09000 | 18447 | 05/15/26 | 1896 | RAMSEY EDUCATION | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 328.90 |
| 09000 | 18447 | 05/15/26 | 1896 | RAMSEY EDUCATION | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 823.75 |
| 09000 | 18447 | 05/15/26 | 1896 | RAMSEY EDUCATION | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,062.85 |
| TOTAL CHECK | | | | | | | | 0.00 | 2,215.50 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,977.70 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,761.25 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,160.85 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,414.73 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 973.80 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 868.80 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 810.88 |
| TOTAL CHECK | | | | | | | | 0.00 | 15,968.01 |
| 09000 | 18449 | 05/15/26 | 1789 | SHARA JOHNSON | 01202213570 | 20333 | CANVAS MILEAGE 4.8. | 0.00 | 78.30 |
| 09000 | 18449 | 05/15/26 | 1789 | SHARA JOHNSON | 01202213570 | 20333 | CANVAS MILEAGE 3.24 | 0.00 | 78.30 |
| 09000 | 18449 | 05/15/26 | 1789 | SHARA JOHNSON | 01202213570 | 20333 | CANVAS MILEAGE 4.20 | 0.00 | 78.30 |
| TOTAL CHECK | | | | | | | | 0.00 | 234.90 |
| 09000 | 18450 | 05/15/26 | 1891 | SHURLEY INSTRUCTION | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,427.97 |
| 09000 | 18451 | 05/15/26 | 1981 | STUKENT INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,980.00 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,381.40 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 122.00 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 11,237.30 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,754.50 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,953.00 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 330.00 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,579.70 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 7,652.70 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,504.40 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 10,141.95 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,384.00 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 8,177.40 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 9,307.85 |
| TOTAL CHECK | | | | | | | | 0.00 | 69,526.20 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 378.50 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 508.50 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 150.96 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 81.77 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 32.22 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 241.49 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 544.36 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 594.98 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,114.18 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,110.86 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,045.10 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 790.88 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 95.07 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 8,430.83 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 397.50 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,453.56 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,279.17 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,943.22 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 475.32 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,487.20 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,072.50 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,271.00 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,284.30 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 986.65 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,740.50 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,298.85 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 143.75 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 44.03 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 714.58 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,062.10 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 128.94 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 136.95 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,917.55 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,260.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 40,217.37 |
| 09000 | 18454 | 05/15/26 | 1983 | THE ART OF EDUCATIO | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 785.00 |
| 09000 | 18455 | 05/15/26 | 1984 | LEARNING.COM | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,196.00 |
| 09000 | 18456 | 05/15/26 | 1961 | UNANIMOUS INC. | 01202320100 | 20643 | ADMN WEB HOSTING/MA | 0.00 | 2,000.00 |
| 09000 | 18457 | 05/15/26 | 1919 | UNIVERSAL PUBLISHIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 224.70 |
| 09000 | 18458 | 05/15/26 | 1992 | VIMME LEARNING LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,181.50 |
| 09000 | 18459 | 05/15/26 | 1975 | VOCABULARY.COM | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,100.00 |
| 09000 | 18460 | 05/15/26 | 1947 | VOWAC PUBLISHING CO | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,702.52 |
| 09000 | 18460 | 05/15/26 | 1947 | VOWAC PUBLISHING CO | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,091.87 |
| TOTAL CHECK | | | | | | | | 0.00 | 2,794.39 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18461 | 05/15/26 | 1926 | WALKER BOOKSTORE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 15,544.73 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 900319369 HD | 0.00 | 316.20 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 897023396 HD | 0.00 | 321.93 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 898034350 HD | 0.00 | 158.10 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6058694304 ST | 0.00 | 1,007.16 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6058452181 ST | 0.00 | 1,867.10 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6058142829 ST | 0.00 | 3,058.54 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6054087841 ST | 0.00 | 1,424.48 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6054142793 ST | 0.00 | 82.32 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6055767520 ST | 0.00 | 980.35 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6055608314 ST | 0.00 | 3,021.48 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6053145471 ST | 0.00 | 1,867.10 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6055199338 ST | 0.00 | 1,485.00 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6055047439 ST | 0.00 | 390.40 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6055047440 ST | 0.00 | 347.95 |
| TOTAL CHECK | | | | | | | | 0.00 | 16,328.11 |
| 09000 | 18464 | 05/15/26 | 1914 | W.W. NORTON & COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,336.50 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,858.14 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 868.67 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,407.48 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 934.23 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,092.14 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,887.50 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,671.78 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,358.75 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 849.90 |
| TOTAL CHECK | | | | | | | | 0.00 | 20,928.59 |
| 09000 | 19463 | 05/15/26 | 1910 | WILSON LANGUAGE TRA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 9,487.08 |
| 09000 | ACH00041 | 05/15/26 | 1638 | AIMEE MUEHLING | 01202213200 | 20320 | PS CONTRACTED SERVI | 0.00 | 3,588.34 |
| 09000 | ACH00042 | 05/15/26 | 1466 | ANDREW EASTON | 01202213620 | 20333 | DL MILEAGE HAMPTON | 0.00 | 953.38 |
| 09000 | ACH00043 | 05/15/26 | 1660 | REBECCA SOSALLA | 01202213200 | 20333 | PS MILEAGE DATA CON | 0.00 | 263.90 |
| 09000 | ACH00044 | 05/15/26 | 1101 | CRAIG PETERSON | 01202520300 | 20333 | COOP MILEAGE MTGS O | 0.00 | 295.80 |
| 09000 | ACH00044 | 05/15/26 | 1101 | CRAIG PETERSON | 01202520300 | 20333 | COOP MILEAGE ED TEC | 0.00 | 95.70 |
| 09000 | ACH00044 | 05/15/26 | 1101 | CRAIG PETERSON | 01202520300 | 20333 | COOP MILEAGE AEPA M | 0.00 | 312.48 |
| TOTAL CHECK | | | | | | | | 0.00 | 703.98 |
| 09000 | ACH00045 | 05/15/26 | 1826 | LARIANNE POLK | 01202320100 | 20333 | ADM MILEAGE TEAMMAT | 0.00 | 15.95 |
| 09000 | ACH00045 | 05/15/26 | 1826 | LARIANNE POLK | 01202320100 | 20333 | ADM MILEAGE NASBO | 0.00 | 68.88 |
| 09000 | ACH00045 | 05/15/26 | 1826 | LARIANNE POLK | 01202320100 | 20333 | ADM MILEAGE PERSONN | 0.00 | 3.63 |
| 09000 | ACH00045 | 05/15/26 | 1826 | LARIANNE POLK | 01202320100 | 20643 | ADM CHATGPT SUBSCRI | 0.00 | 20.00 |
| 09000 | ACH00045 | 05/15/26 | 1826 | LARIANNE POLK | 01202320100 | 20333 | ADM MILEAGE PERRY & | 0.00 | 63.08 |
| TOTAL CHECK | | | | | | | | 0.00 | 171.54 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | ACH00046 | 05/15/26 | 1872 | MINDY REED | 01202320100 | 20333 | ADM MILEAGE NASBO | 0.00 | 137.75 |
| 09000 | ACH00046 | 05/15/26 | 1872 | MINDY REED | 01202320100 | 20580 | ADM PARKING NASBO | 0.00 | 13.50 |
| TOTAL CHECK | | | | | | | | 0.00 | 151.25 |
| 09000 | ACH00047 | 05/15/26 | 1640 | NICOLE MULLER | 01202213200 | 20320 | PS CONTRACTED SERVI | 0.00 | 4,995.65 |
| 09000 | ACH00048 | 05/15/26 | 1086 | SCOTT ISAACSON | 01202580400 | 20333 | SRS MILEAGE MEETING | 0.00 | 451.68 |
| 09000 | EFT00311 | 05/01/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20320 | ADMN ACH SERVICE FE | 0.00 | 32.20 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202320100 | 20520 | ADMN INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213580 | 20520 | BITS INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213570 | 20520 | CANVAS INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202520300 | 20520 | COOP INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213620 | 20520 | DL INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213582 | 20520 | LITERACY INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213200 | 20520 | PS INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213500 | 20520 | PDO INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202580400 | 20520 | SRS INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202520585 | 20520 | TEXTBOOK INSURANCE | 0.00 | 97.60 |
| TOTAL CHECK | | | | | | | | 0.00 | 976.00 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202320100 | 20520 | ADMN INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213580 | 20520 | BITS INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213570 | 20520 | CANVAS INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202520300 | 20520 | COOP INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213620 | 20520 | DL INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213582 | 20520 | LITERACY INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213200 | 20520 | PS INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213500 | 20520 | PDO INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202580400 | 20520 | SRS INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202520585 | 20520 | TEXTBOOK INSURANCE | 0.00 | 103.10 |
| TOTAL CHECK | | | | | | | | 0.00 | 1,031.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213500 | 20643 | PDO X MONTHLY SUBSC | 0.00 | 3.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213500 | 20643 | PDO MY SHORT ANSWER | 0.00 | 12.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520585 | 20320 | TEXTBOOK THRIFT BOO | 0.00 | 461.75 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520585 | 20320 | TEXTBOOK CREDIT THR | 0.00 | -8.24 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520585 | 20320 | TEXTBOOK TYPING.COM | 0.00 | 189.81 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520585 | 20320 | TEXTBOOK AMAZON | 0.00 | 7.99 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213500 | 20643 | PDO RIVERSIDE FM | 0.00 | 29.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213500 | 20643 | PDO RIVERSIDE INTER | 0.00 | 0.87 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213620 | 20580 | DL NDE NEMTSS | 0.00 | 140.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213620 | 20810 | DL NCSA EASTON MEMB | 0.00 | 435.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213200 | 20643 | PS GOOGLE WORKSPACE | 0.00 | 175.20 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213200 | 20643 | PS ASANA.COM | 0.00 | 134.90 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520300 | 20610 | COOP OFFICE SUPPLIE | 0.00 | 28.21 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520300 | 20643 | COOP HEYZINE SUBSCR | 0.00 | 49.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520300 | 20643 | COOP HEYZINE INTERN | 0.00 | 1.47 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20580 | ADM PARKING LOBBYIS | 0.00 | 13.50 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20314 | ADM MEALS LOBBYIST | 0.00 | 32.25 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20810 | ADM MENTAL HEALTH B | 0.00 | 750.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20610 | ADM KEYBOARD FOR MI | 0.00 | 37.98 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20641 | ADM OMAHA WORLD HER | 0.00 | 19.99 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20580 | ADM PARKING LOBBYIS | 0.00 | 10.50 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20580 | ADM PARKING LOBBYIS | 0.00 | 12.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20580 | ADM PERSONNEL WORKI | 0.00 | 20.33 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20580 | SRS PERSONNEL WORKI | 0.00 | 19.33 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20610 | SRS CLICKSHARE BUTT | 0.00 | 254.78 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20610 | SRS CREDIT, AMAZON | 0.00 | -259.02 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20580 | SRS PARKING LB 937 | 0.00 | 12.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20643 | SRS GODADDY RENEWAL | 0.00 | 33.38 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520300 | 20643 | COOP MAILCHIMP | 0.00 | 93.50 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20641 | ADM LINCOLN STAR JO | 0.00 | 34.99 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20643 | SRS ANTHROPIC PBC | 0.00 | 125.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20643 | SRS ATLASSIAN | 0.00 | 10.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 2,880.47 |
| TOTAL CASH ACCOUNT | | | | | | | | 0.00 | 998,014.87 |
| TOTAL FUND | | | | | | | | 0.00 | 998,014.87 |
| TOTAL REPORT | | | | | | | | 0.00 | 998,014.87 |

**EMPLOYMENT CONTRACT FOR**
**STAFF ASSIGNED TO ESUCC PROJECTS**

This employment agreement is made by and between Educational Service Unit No. 17, referred to herein as "ESU #17," and Nikki Muller, referred to herein as the "Employee."

WITNESSETH: ESU #17 agrees to employ the Employee and the Employee agrees to accept such employment subject to the terms and conditions set forth below:

**1. Term of Employment**. The term of this agreement shall be indefinite. It shall commence on the 1st day of July, 2026 and end on the 30th day of June, 2027. During this period the Employee shall render at least 220 working days of service, as that term is defined herein, in the performance of his/her duties. Appropriately claimed and approved “sick leave” days will count toward the days of service requirement. The Employee shall cooperate with ESU #17 in keeping complete and accurate records of his/her working days.

**2. At-Will Nature of Employment; Duties of Employee**. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee’s assignment shall be working as the PowerSchool Support Specialist at the Educational Service Unit Coordinating Council (ESUCC). The Employee acknowledges and understands that a determination by ESUCC that the Employee’s services are no longer needed may result in the immediate termination of the Employee’s employment. The enumeration of the annual working days of service expected under this agreement does not change the term of this contract or the at-will nature of the parties’ relationship.

3. **Supervision and Direction of Employee.** The Employee’s ultimate supervisor will be the CEO of the ESUCC, but the Employee shall also be subject to the supervision and direction of the PowerSchool Program Director. The Employee acknowledges the aforementioned authority over the Employee and agrees to carry out his directives to the best of the Employee’s ability. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

**4. Professional Status.** The Employee affirms that he/she is not under contract with another school board, board of education, or educational service unit governing board covering any part of or all of the same terms provided in this contract.

**5. Right to Reassign.** The Employee understands and agrees that the ESUCC's Executive Committee and/or CEO, in consultation with ESU #17, has the right to assign the Employee to a position different from that originally assigned.

6. **Days and Hours of Employment**. The days and hours of employment shall be as assigned by the ESUCC CEO.

**7. Compensation**. The Employee shall be paid an annual salary of fifty-three thousand, one hundred fifty-two dollars ($53,152.00) and an additional compensation package found in Exhibit B, and shall be subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) monthly payment in accordance with ESU #17's payment practices for professional staff members.

**8. Fringe Benefits**. The Employee will be allowed to participate in ESU 17's AFLAC 125 plan, ESU 17's 125 plan and vision care plan (VSP). Employees will have the option to purchase health and dental insurance either as a member of ESU #17 insurance group or as a participant in any other plan for which the Employee is otherwise qualified to participate.

**9. Policies, Rules and Regulations**. The Employee agrees to be governed by the policies rules and regulations of ESU #17 and the ESUCC as well as the directives of the ESUCC's CEO. The Employee agrees that the policies, rules and regulations of ESU #17 and/or ESUCC may be changed at any time, with or without notice to the Employee.

**10. Termination of Employment**. This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU #17 Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

**11. Paid Leave**. The Employee shall receive the following paid leave for the term of this contract:

a. **Sick Leave.** The Employee shall receive paid sick leave as described in ESU #17's Staff Handbook, policies and/or the negotiated agreement with the certificated employees' association. Upon the termination of the employment relationship by either party, the Employee ***shall not*** be compensated for any unused sick leave.

**12. Compensation Upon Termination**. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to ESU #17 by the Employee and may be withheld by ESU #17 from any payments to the Employee.

**13. Deductions**. The Employee authorizes ESU #17 to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to ESU #17 and/or ESUCC during the course of the Employee's employment, if such property or money have not properly been returned to ESU #17 and/or ESUCC.

**14. Entirety of Agreement and Amendments**. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Administrator of ESU #17.

**15. Applicable Law**. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**16. Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

| | |
|---|---|
| Nikki Muller | Geraldine Erickson,<br>ESU#17 Administrator |
| Executed on _____, 2026. | Executed on _____, 2026. |

## 4001. Hiring Personnel

ESU 17 provides staffing services to ESUCC pursuant to contract and will serve as ESUCC's Human Resources Division.

ESUCC personnel are employed in order to support the ESUCC and its mission to work toward statewide coordination to provide the most cost-effective services for the students, teachers, and school districts in each ESU. The Board delegates to the CEO the authority to interview and recommend the hiring by ESU #17 of all personnel in order to allow personnel to begin working as soon as the CEO determines that it would be in the best interests of ESUCC. The CEO will keep the ESUCC Executive Committee informed of any potential personnel changes and the possibility of any new hires. The CEO will report on all personnel hires to the ESUCC Board at the next regular board meeting. At that time, the ESUCC Board may affirm the CEO's hiring decisions or reject a hiring decision. If the Board rejects a hiring decision, then the ESUCC shall compensate ESU 17 for the time that the employee actually performed work for the benefit of ESUCC.

Any new job position that would be paid for, in whole or in part, by ESUCC funds must be approved by the ESUCC Board before the CEO may offer the job to any person.

| | |
|---|---|
| Legal Reference: | Neb. Rev. Stat. § 79-1245, et seq |
| Date of Adoption: | April 14, 2025 |

**EMPLOYMENT CONTRACT FOR**
**STAFF ASSIGNED TO ESUCC PROJECTS**

This employment agreement is made by and between Educational Service Unit No. 17, referred to herein as "ESU #17," and Ellie Schroeder, referred to herein as the "Employee."

WITNESSETH: ESU #17 agrees to employ the Employee and the Employee agrees to accept such employment subject to the terms and conditions set forth below:

**1. Term of Employment**. The term of this agreement shall be indefinite. It shall commence on the 1st day of July, 2026 and end on the 30th day of June, 2027. During this period the Employee shall render at least 220 working days of service, as that term is defined herein, in the performance of his/her duties. Appropriately claimed and approved “sick leave” days will count toward the days of service requirement. The Employee shall cooperate with ESU #17 in keeping complete and accurate records of his/her working days.

**2. At-Will Nature of Employment; Duties of Employee**. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee’s assignment shall be working as the PowerSchool Support Specialist at the Educational Service Unit Coordinating Council (ESUCC). The Employee acknowledges and understands that a determination by ESUCC that the Employee’s services are no longer needed may result in the immediate termination of the Employee’s employment. The enumeration of the annual working days of service expected under this agreement does not change the term of this contract or the at-will nature of the parties’ relationship.

3. **Supervision and Direction of Employee.** The Employee’s ultimate supervisor will be the CEO of the ESUCC, but the Employee shall also be subject to the supervision and direction of the PowerSchool Program Director. The Employee acknowledges the aforementioned authority over the Employee and agrees to carry out his directives to the best of the Employee’s ability. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

**4. Professional Status.** The Employee affirms that he/she is not under contract with another school board, board of education, or educational service unit governing board covering any part of or all of the same terms provided in this contract.

**5. Right to Reassign.** The Employee understands and agrees that the ESUCC's Executive Committee and/or CEO, in consultation with ESU #17, has the right to assign the Employee to a position different from that originally assigned.

6. **Days and Hours of Employment**. The days and hours of employment shall be as assigned by the ESUCC CEO.

**7. Compensation**. The Employee shall be paid an annual salary of fifty-five thousand, eight hundred fifty dollars ($55,850.00) and an additional compensation package found in Exhibit B, and shall be subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) monthly payment in accordance with ESU #17's payment practices for professional staff members.

**8. Fringe Benefits**. The Employee will be allowed to participate in ESU 17's AFLAC 125 plan, ESU 17's 125 plan and vision care plan (VSP). Employees will have the option to purchase health and dental insurance either as a member of ESU #17 insurance group or as a participant in any other plan for which the Employee is otherwise qualified to participate.

**9. Policies, Rules and Regulations**. The Employee agrees to be governed by the policies rules and regulations of ESU #17 and the ESUCC as well as the directives of the ESUCC's CEO. The Employee agrees that the policies, rules and regulations of ESU #17 and/or ESUCC may be changed at any time, with or without notice to the Employee.

**10. Termination of Employment**. This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU #17 Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

**11. Paid Leave**. The Employee shall receive the following paid leave for the term of this contract:

a. **Sick Leave.** The Employee shall receive paid sick leave as described in ESU #17's Staff Handbook, policies and/or the negotiated agreement with the certificated employees' association. Upon the termination of the employment relationship by either party, the Employee ***shall not*** be compensated for any unused sick leave.

**12. Compensation Upon Termination**. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to ESU #17 by the Employee and may be withheld by ESU #17 from any payments to the Employee.

**13. Deductions**. The Employee authorizes ESU #17 to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to ESU #17 and/or ESUCC during the course of the Employee's employment, if such property or money have not properly been returned to ESU #17 and/or ESUCC.

**14. Entirety of Agreement and Amendments**. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Administrator of ESU #17.

**15. Applicable Law**. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**16. Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

| | |
|---|---|
| Ellie Schroeder | Geraldine Erickson,<br>ESU#17 Administrator |
| Executed on _____, 2026. | Executed on _____, 2026. |

## 4001. Hiring Personnel

ESU 17 provides staffing services to ESUCC pursuant to contract and will serve as ESUCC's Human Resources Division.

ESUCC personnel are employed in order to support the ESUCC and its mission to work toward statewide coordination to provide the most cost-effective services for the students, teachers, and school districts in each ESU. The Board delegates to the CEO the authority to interview and recommend the hiring by ESU #17 of all personnel in order to allow personnel to begin working as soon as the CEO determines that it would be in the best interests of ESUCC. The CEO will keep the ESUCC Executive Committee informed of any potential personnel changes and the possibility of any new hires. The CEO will report on all personnel hires to the ESUCC Board at the next regular board meeting. At that time, the ESUCC Board may affirm the CEO's hiring decisions or reject a hiring decision. If the Board rejects a hiring decision, then the ESUCC shall compensate ESU 17 for the time that the employee actually performed work for the benefit of ESUCC.

Any new job position that would be paid for, in whole or in part, by ESUCC funds must be approved by the ESUCC Board before the CEO may offer the job to any person.

| | |
|---|---|
| Legal Reference: | Neb. Rev. Stat. § 79-1245, et seq |
| Date of Adoption: | April 14, 2025 |

**EMPLOYMENT CONTRACT FOR**
**STAFF ASSIGNED TO ESUCC PROJECTS**

This employment agreement is made by and between Educational Service Unit No. 17, referred to herein as "ESU #17," and Shara Johnson, referred to herein as the "Employee."

WITNESSETH: ESU #17 agrees to employ the Employee and the Employee agrees to accept such employment subject to the terms and conditions set forth below:

**1. Term of Employment**. The term of this agreement shall be indefinite. It shall commence on the 1st day of July 2026 and end on the 30th day of June, 2027. During this period the Employee shall render at least 150 working days of service, as that term is defined herein, in the performance of his/her duties. Appropriately claimed and approved “sick leave” days will count toward the days of service requirement. The Employee shall cooperate with ESU #17 in keeping complete and accurate records of his/her working days.

**2. At-Will Nature of Employment; Duties of Employee**. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee’s assignment shall be working as the Canvas Specialist at the Educational Service Unit Coordinating Council (ESUCC). The Employee acknowledges and understands that a determination by ESUCC that the Employee’s services are no longer needed may result in the immediate termination of the Employee’s employment. The enumeration of the annual working days of service expected under this agreement does not change the term of this contract or the at-will nature of the parties’ relationship.

3. **Supervision and Direction of Employee.** The Employee’s ultimate supervisor will be the CEO of the ESUCC. The Employee acknowledges the aforementioned authority over the Employee and agrees to carry out his directives to the best of the Employee’s ability. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

**4. Professional Status.** The Employee affirms that he/she is not under contract with another school board, board of education, or educational service unit governing board covering any part of or all of the same terms provided in this contract.

**5. Right to Reassign.** The Employee understands and agrees that the ESUCC's Executive Committee and/or CEO, in consultation with ESU #17, has the right to assign the Employee to a position different from that originally assigned.

6. **Days and Hours of Employment**. The days and hours of employment shall be as assigned by the ESUCC CEO.

**7. Compensation**. The Employee shall be paid an annual salary of eighty-four thousand three hundred twelve dollars ($84,312.00) and an additional compensation package found in Exhibit B, and shall be subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments in accordance with ESU #17's payment practices for professional staff members.

**8. Fringe Benefits**. The Employee will be allowed to participate in ESU 17's AFLAC 125 plan, ESU 17's 125 plan and vision care plan (VSP). Employees will have the option to purchase health and dental insurance either as a member of ESU #17 insurance group or as a participant in any other plan for which the Employee is otherwise qualified to participate.

**9. Policies, Rules and Regulations**. The Employee agrees to be governed by the policies rules and regulations of ESU #17 and the ESUCC as well as the directives of the ESUCC's CEO. The Employee agrees that the policies, rules and regulations of ESU #17 and/or ESUCC may be changed at any time, with or without notice to the Employee.

**10. Termination of Employment**. This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU #17 Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

**11. Paid Leave**. The Employee shall receive the following paid leave for the term of this contract:

a. **Sick Leave.** The Employee shall receive paid sick leave as described in ESU #17's Staff Handbook, policies and/or the negotiated agreement with the certificated employees' association. Upon the termination of the employment relationship by either party, the Employee ***shall not*** be compensated for any unused sick leave.

**12. Compensation Upon Termination**. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to ESU #17 by the Employee and may be withheld by ESU #17 from any payments to the Employee.

**13. Deductions**. The Employee authorizes ESU #17 to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to ESU #17 and/or ESUCC during the course of the Employee's employment, if such property or money have not properly been returned to ESU #17 and/or ESUCC.

**14. Entirety of Agreement and Amendments**. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Administrator of ESU #17.

**15. Applicable Law**. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**16. Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

| | |
|---|---|
| Shara Johnson | Geraldine Erickson,<br>ESU#17 Administrator |
| Executed on _____, 2026. | Executed on _____, 2026. |

## 4001. Hiring Personnel

ESU 17 provides staffing services to ESUCC pursuant to contract and will serve as ESUCC's Human Resources Division.

ESUCC personnel are employed in order to support the ESUCC and its mission to work toward statewide coordination to provide the most cost-effective services for the students, teachers, and school districts in each ESU. The Board delegates to the CEO the authority to interview and recommend the hiring by ESU #17 of all personnel in order to allow personnel to begin working as soon as the CEO determines that it would be in the best interests of ESUCC. The CEO will keep the ESUCC Executive Committee informed of any potential personnel changes and the possibility of any new hires. The CEO will report on all personnel hires to the ESUCC Board at the next regular board meeting. At that time, the ESUCC Board may affirm the CEO's hiring decisions or reject a hiring decision. If the Board rejects a hiring decision, then the ESUCC shall compensate ESU 17 for the time that the employee actually performed work for the benefit of ESUCC.

Any new job position that would be paid for, in whole or in part, by ESUCC funds must be approved by the ESUCC Board before the CEO may offer the job to any person.

| | |
|---|---|
| Legal Reference: | Neb. Rev. Stat. § 79-1245, et seq |
| Date of Adoption: | April 14, 2025 |

# CEO Report to the Board
# May 2026

**Committee Meetings Date:** May 14, 2026

**Board Meeting Date:** May 15, 2026

# Executive Committee

## Personnel Update

- PowerSchool Support Specialist
  - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
  - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
  - The offer will be made the week of June 22, 2026, at the latest.
  - The start date will be July 13, 2026.
- Level 3 Software Developer/Integrator
  - Position was posted on April 10, 2026 and closed May 8, 2026.
  - Interviews scheduled for May 18- May 22, 2026.
  - Offer/hire will be made should a viable candidate arise.
- 2026-2027
  - Contracted Support
    - Tech Development
    - Professional development support
  - PowerSchool Support Specialist, if necessary

## Budget Update

- Update on where we are with the budget process
- PowerSchool and Coop budgets increasing
- On track for pre-view in July

## ESUCC Board Member Succession Planning

- What should the next ESUCC Board member know and understand?

- Current Mentoring Guidelines for ESU Administrators - Key Discussion Topics:
  - ESUCC Organizational Chart
  - Role of the ESUCC Board Member
  - ESUCC Meetings
  - MSA
  - ESUCC Policy Manual
  - Sparq: Meetings and Negotiations Software process
  - ESUCC Website
  - Expectations and roles of standing and ad-hoc committees
  - Acronym list
  - PDO, Affiliates, Cadres
  - ESUCC Finances
  - ESU Boundaries
  - ESU Standards

# Educational Resources Committee

## Personnel Update

- PowerSchool Support Specialist
  - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
  - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
  - The offer will be made the week of June 22, 2026, at the latest.
  - The start date will be July 13, 2026.
- 2026-2027 Budget Work
  - Contracted Support - Professional development support
  - PowerSchool Support Specialist, if necessary

# Legal Committee

## Board Member Mileage Policy and Procedure

- Policy from Perry Law Firm
- Discuss Procedure

esucc
Educational Service Unit Coordinating Council

# Information Services Committee

## Personnel Update

- 2026-2027 Budget Work
    - Contracted Support for Tech Development

# Full Board

## Personnel Update

- PowerSchool Support Specialist
    - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
    - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
    - The offer will be made the week of June 22, 2026, at the latest.
    - The start date will be July 13, 2026.
- Level 3 Software Developer/Integrator
    - Position was posted on April 10, 2026 and closed May 8, 2026.
    - Interviews scheduled for May 18- May 22, 2026.
    - Offer/hire will be made should a viable candidate arise.
- 2026-2027
    - Contracted Support
        - Tech Development
        - Professional development support
    - PowerSchool Support Specialist, if necessary

## Board Member Mileage Policy and Procedure

- Policy from Perry Law Firm
- Discuss Procedure

## Podcast at Annual Conference

- Andrew Easton, CLO, will be doing a podcast at the AESA Annual Conference

# Strategic Planning Update

- Focus groups have been scheduled:
  - ESUCC Board - May 19, 2026 at 11am
    - This will be published as an open meeting
  - Affiliate Chairs - May 21, 2026 at 12pm
  - ESUCC Staff - June 16, 2026 at 10am
  - Service Recipients - June 16, 2026 at 12pm
  - Chiefs - June 19, 2026 at 10am
  - Associations - June 23, 2026 at 11am

**April 30, 2026**

| ESUCC Division | Receipts | Disbursements |
|---|---|---|
| Executive | $ 68,960.04 | $ 67,146.59 |
| Teaching & Learning | $ 419,669.00 | $ 127,888.42 |
| Technology | $ 2,101.50 | $ 343,638.54 |
| Grants/Contracts | $ - | $ - |
| | $ 490,730.54 | $ 538,673.55 |

| | |
|---|---|
| **Balance April 1, 2026** | **$6,424,707.53** |
| Total Receipts April 2026 | $490,730.54 |
| **Total Funds Available** | **$6,915,438.07** |
| Check #18379 - Check #18401 | $516,168.48 |
| ACH Payments | $22,505.07 |
| **Total Disbursements** | **$538,673.55** |
| **Ending Balance April 30, 2026** | **$6,376,764.52** |
| Ending Balance April 30, 2025 | $6,814,810.30 |
| **Bank Balances:** | |
| Checking Account | $50,066.30 |
| Investment Account | $6,390,588.73 |
| | **$6,440,655.03** |
| *Interest Earned April 2026* | *$17,985.38* |

| | Percentage Spent | Percentage Projected |
|---|---|---|
| September | 0.00% | 8.33% |
| October | 2.88% | 8.33% |
| November | 3.57% | 8.33% |
| December | 1.62% | 8.33% |
| January | 2.85% | 8.33% |
| February | 3.21% | 8.33% |
| March | 4.77% | 8.33% |
| April | 2.40% | 8.33% |
| May | | 8.34% |
| June | | 8.34% |
| July | | 8.34% |
| August | | 8.34% |
| **Year To Date** | **21.30%** | **100.00%** |
| *Adjusted Budget Status:* | *37.98%* | |

| Specific Project Fiscal Expenses YTD | Budget | Expenses YTD |
|---|---|---|
| PowerSchool | $1,083,875.27 | $395,860.80 |
| Coop | $1,025,623.70 | $350,869.58 |
| Canvas | $823,307.26 | $379,153.55 |
| SRS | $536,916.42 | $281,205.24 |
| PDO (Includes Affiliates) | $202,214.04 | $109,673.05 |

**Notable Receipts Include:**

| | |
|---|---|
| BITS Funds from NDE | $418,819.00 |
| Coop Admin Fees | $50,474.66 |

**Notable Disbursements Include:**

| | |
|---|---|
| CDW, Duo Security | $102,600.00 |
| NCNE Salary Reimbursements | $173,141.70 |

| Special Projects/Grants Status: | Receipts | Expenditures |
|---|---|---|
| SMART-NE | $0.00 | $6,383.00 |
| SMART-ESA | $0.00 | $15,091.00 |

**Outstanding Receipts As Of 04/30/26:**

| | |
|---|---|
| **Admin** | **$425.00** |
| *Sparq Negotiations* | |
| *Meals, Committee & Board Meetings* | *$425.00* |
| **Canvas** | **$0.00** |
| *School Renewals, 2025-2026* | |
| *Funds Due From NDE* | |
| **Coop** | **$0.00** |
| *School Renewals* | |
| *Vendor Admn Fees* | |
| **DL** | **$0.00** |
| **Duo Security** | **$0.00** |
| *School Renewals* | |
| **Literacy** | **$120,000.00** |
| *LETRS Faciliatator Training* | *$120,000.00* |
| **Menstrual Project** | **$0.00** |
| *Funds from NDE* | |
| **PDO** | **$2,196.15** |
| *OER* | *$1,750.00* |
| *PDO, Mtg Registrations* | *$25.00* |
| *Overdrive / Sora Library* | *$346.15* |
| *ESPD, Mtg Registrations* | *$0.00* |
| *NOC, Mtg Registrations* | *$0.00* |
| *SDA, Mtg Registrations* | *$75.00* |
| *TLT, Mtg Registrations* | *$0.00* |
| **PowerSchool** | **$0.00** |
| *School Renewals, 2025-2026* | |
| **ProofPoint** | **$369.00** |
| *School Renewals, Kimball* | *$369.00* |
| **NCNE** | **$440,803.00** |
| *NCNE Salaries* | *$440,803.00* |
| **SRS** | **$384.00** |
| *MSA, 2025-2026* | |
| *Annual Member Fee (Prime Home DDS)* | *$384.00* |
| **Project Para** | **$65,000.00** |
| *Project Para Grant, Salaries* | *$65,000.00* |
| **Tech Gen** | **$0.00** |
| *Fortimail Renewals* | |
| **Total Outstanding Receipts, 04/30/26:** | **$629,177.15** |

**Notes:**

Receipts since 04/30/26

| | |
|---|---|
| NDE, Project Para | $65,000.00 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18402 | 05/15/26 | 1980 | 95 PERCENT GROUP LL | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,353.00 |
| 09000 | 18402 | 05/15/26 | 1980 | 95 PERCENT GROUP LL | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,221.80 |
| TOTAL CHECK | | | | | | | | 0.00 | 5,574.80 |
| 09000 | 18403 | 05/15/26 | 1107 | AEPA INC. | 01202520300 | 20810 | COOP AEPA ASSESSMEN | 0.00 | 4,446.71 |
| 09000 | 18404 | 05/15/26 | 1098 | AESA | 01202320100 | 20580 | ADMN POLK ASCEND AC | 0.00 | 3,425.00 |
| 09000 | 18405 | 05/15/26 | 1988 | ALL THINGS ALGEBRA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 730.00 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 7,325.00 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 13,064.80 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 249.75 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,875.00 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,315.28 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 11,396.42 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,658.08 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,467.94 |
| 09000 | 18406 | 05/15/26 | 1878 | AMPLIFY EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 13,630.56 |
| TOTAL CHECK | | | | | | | | 0.00 | 57,982.83 |
| 09000 | 18407 | 05/15/26 | 1982 | BEREAN BUILDERS PUB | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,532.80 |
| 09000 | 18408 | 05/15/26 | 1050 | BISHOP BUSINESS | 01202320100 | 20550 | ADMN PRINTING OMAHA | 0.00 | 22.91 |
| 09000 | 18408 | 05/15/26 | 1050 | BISHOP BUSINESS | 01202520300 | 20550 | COOP PRINTING OMAHA | 0.00 | 22.91 |
| 09000 | 18408 | 05/15/26 | 1050 | BISHOP BUSINESS | 01202213620 | 20550 | DL PRINTING OMAHA | 0.00 | 22.91 |
| 09000 | 18408 | 05/15/26 | 1050 | BISHOP BUSINESS | 01202580400 | 20550 | SRS PRINTING OMAHA | 0.00 | 22.91 |
| TOTAL CHECK | | | | | | | | 0.00 | 91.64 |
| 09000 | 18409 | 05/15/26 | 1892 | BRAINPOP LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,730.00 |
| 09000 | 18410 | 05/15/26 | 1993 | ABC YA.COM | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 299.00 |
| 09000 | 18411 | 05/15/26 | 1995 | AUGUSTINE INSTITUE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,006.33 |
| 09000 | 18412 | 05/15/26 | 1963 | CALLAWAY PUBLIC SCH | 01202520581 | 20320 | MENST 6060486737 ST | 0.00 | 727.66 |
| 09000 | 18412 | 05/15/26 | 1963 | CALLAWAY PUBLIC SCH | 01202520581 | 20320 | MENST 6060486738 ST | 0.00 | 152.85 |
| 09000 | 18412 | 05/15/26 | 1963 | CALLAWAY PUBLIC SCH | 01202520581 | 20320 | MENST 6060486739 ST | 0.00 | 135.90 |
| TOTAL CHECK | | | | | | | | 0.00 | 1,016.41 |
| 09000 | 18413 | 05/15/26 | 1882 | IXL LEARNING, INC. | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 623.40 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,921.50 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,003.00 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 486.20 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,973.40 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 10,692.00 |
| 09000 | 18414 | 05/15/26 | 1913 | CENGAGE LEARNING IN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 12,458.25 |
| TOTAL CHECK | | | | | | | | 0.00 | 32,534.35 |
| 09000 | 18415 | 05/15/26 | 1991 | CONCORDIA PUBLISHIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,554.18 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18416 | 05/15/26 | 1823 | CONSORTIUM FOR SCHO | 01202580650 | 20810 | GEN TECH ISAACSON M | 0.00 | 25.00 |
| 09000 | 18417 | 05/15/26 | 1254 | ESU 1 | 01202213587 | 20320 | TEAMMATES READ GRAN | 0.00 | 600.00 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202310110 | 20610 | BOARD 4.16.26 COMMI | 0.00 | 240.15 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202310110 | 20610 | BOARD 4.17.26 BOARD | 0.00 | 339.00 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202320100 | 20443 | ADM SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213580 | 20443 | BITS SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213570 | 20443 | CANVAS SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202520300 | 20443 | COOP SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213620 | 20443 | DL SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213500 | 20443 | PDO SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213200 | 20443 | PS SERVER RENT | 0.00 | 2,182.29 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202580650 | 20443 | TECH GEN SERVER REN | 0.00 | 600.00 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202580400 | 20443 | SRS SERVER RENT | 0.00 | 6,803.97 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202320100 | 20441 | ADM RENT OMAHA | 0.00 | 324.03 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202520300 | 20441 | COOP RENT OMAHA | 0.00 | 486.06 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202580400 | 20441 | SRS RENT OMAHA | 0.00 | 972.12 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213500 | 20441 | PDO RENT OMAHA | 0.00 | 486.06 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202213200 | 20441 | PS RENT OMAHA | 0.00 | 324.04 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202320100 | 20531 | ADM POSTAGE OMAHA | 0.00 | 0.99 |
| 09000 | 18418 | 05/15/26 | 1057 | ESU 3 | 01202520300 | 20531 | COOP POSTAGE OMAHA | 0.00 | 0.78 |
| TOTAL CHECK | | | | | | | | 0.00 | 25,853.23 |
| 09000 | 18419 | 05/15/26 | 1150 | ESU 5 | 01202213582 | 20320 | LITERACY TRN 06.30. | 0.00 | 7,031.74 |
| 09000 | 18420 | 05/15/26 | 1067 | ESU 10 | 01202213520 | 20320 | SDA MTG APRIL 14-16 | 0.00 | 1,361.00 |
| 09000 | 18420 | 05/15/26 | 1067 | ESU 10 | 01202320100 | 20320 | ADM SMART NE MARCH | 0.00 | 100.00 |
| 09000 | 18420 | 05/15/26 | 1067 | ESU 10 | 01202320100 | 20320 | ADM SMART ESA MARCH | 0.00 | 2,675.00 |
| 09000 | 18420 | 05/15/26 | 1067 | ESU 10 | 01203599597 | 20320 | STEADFAST PHASE 3 M | 0.00 | 2,400.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 6,536.00 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202320100 | 20352 | ADMN SALARIES | 0.00 | 15,692.57 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202320100 | 20320 | ADMN FISCAL AGENT F | 0.00 | 900.00 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202320100 | 20441 | ADMN RENT AINSWORTH | 0.00 | 38.20 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520300 | 20352 | COOP SALARIES | 0.00 | 26,276.51 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520300 | 20441 | COOP RENT AINSWORTH | 0.00 | 152.80 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520300 | 20582 | COOP PHONE AINSWORT | 0.00 | 84.00 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520300 | 20550 | COOP COPIER/PRINTIN | 0.00 | 17.50 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520300 | 20520 | COOP BOND/INSURANCE | 0.00 | 32.00 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213620 | 20352 | DL SALARIES | 0.00 | 17,259.54 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202580650 | 20352 | TECH GEN SALARIES | 0.00 | 13,076.31 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202580400 | 20352 | SRS SALARIES | 0.00 | 33,261.85 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202580400 | 20441 | SRS RENT AINSWORTH | 0.00 | 38.20 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213500 | 20352 | PDO SALARIES | 0.00 | 5,961.06 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213500 | 20441 | PDO RENT AINSWORTH | 0.00 | 38.20 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213560 | 20352 | CRISIS SALARIES | 0.00 | 457.04 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213570 | 20352 | CANVAS SALARIES | 0.00 | 17,671.43 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213200 | 20352 | PS SALARIES | 0.00 | 45,481.82 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213200 | 20441 | PS RENT AINSWORTH | 0.00 | 114.60 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01206415590 | 20396 | PROJ PARA SALARIES | 0.00 | 10,919.38 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520585 | 20352 | TEXTBOOK SALARIES | 0.00 | 6,540.09 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213587 | 20352 | TEAMMATES SALARIES | 0.00 | 4,491.23 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213582 | 20352 | LITERACY SALARIES | 0.00 | 2,834.28 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202213580 | 20352 | BITS SALARIES | 0.00 | 6,992.62 |
| 09000 | 18421 | 05/12/26 | 1064 | ESU 17 | 01202520581 | 20352 | MENSTRUAL SALARIES | 0.00 | 2,122.43 |
| TOTAL CHECK | | | | | | | | 0.00 | 210,453.66 |
| 09000 | 18422 | 05/15/26 | 1893 | EXPLORE LEARNING LL | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,195.00 |
| 09000 | 18423 | 05/15/26 | 1989 | GOODHEART-WILLCOX P | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,498.62 |
| 09000 | 18424 | 05/15/26 | 1880 | GREAT MINDS, PBC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 12,221.13 |
| 09000 | 18424 | 05/15/26 | 1880 | GREAT MINDS, PBC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 236.96 |
| 09000 | 18424 | 05/15/26 | 1880 | GREAT MINDS, PBC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,732.85 |
| TOTAL CHECK | | | | | | | | 0.00 | 15,190.94 |
| 09000 | 18425 | 05/15/26 | 1817 | GRINDSTONE MEDIA | 01202213580 | 20320 | BITS 103 VIDEOS | 0.00 | 8,500.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202213200 | 20580 | PS LODGING BURENHEI | 0.00 | 375.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202213200 | 20580 | PS LODGING SOSALLA | 0.00 | 375.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202213620 | 20580 | DL LODGING EASTON N | 0.00 | 249.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202213200 | 20580 | PS LODGING BADEN DA | 0.00 | 375.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202580400 | 20580 | SRS ISAACSON DATA C | 0.00 | 410.00 |
| 09000 | 18426 | 05/15/26 | 1661 | HAMPTON INN - KEARN | 01202580400 | 20580 | SRS ISAACSON NETA | 0.00 | 498.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 2,282.00 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXBOOK LOAN | 0.00 | 2,633.00 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,188.80 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,220.00 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 30.50 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,218.50 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,085.10 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,062.92 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 435.70 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 30.50 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,950.75 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,443.93 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,249.71 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,003.27 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 666.77 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,977.92 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,237.49 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,156.50 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,073.41 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,493.43 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,909.79 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,190.49 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 673.11 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 7,084.71 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,200.19 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,690.54 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,493.86 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,473.38 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 7,188.13 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,100.06 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,257.11 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 174.00 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 213.52 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 760.79 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,752.60 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,410.65 |
| 09000 | 18427 | 05/15/26 | 1881 | HMH EDUCATION COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,384.27 |
| TOTAL CHECK | | | | | | | | 0.00 | 83,115.40 |
| 09000 | 18428 | 05/15/26 | 1987 | IGNATIUS PRESS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,794.45 |
| 09000 | 18429 | 05/15/26 | 1940 | IMAGINE LEARNING LL | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,044.50 |
| 09000 | 18429 | 05/15/26 | 1940 | IMAGINE LEARNING LL | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,943.50 |
| TOTAL CHECK | | | | | | | | 0.00 | 5,988.00 |
| 09000 | 18430 | 05/15/26 | 1312 | INSTRUCTURE INC | 01202213570 | 20320 | CANVAS BERTRAND IMP | 0.00 | 4,680.00 |
| 09000 | 18431 | 05/15/26 | 1930 | KESLER SCIENCE, LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 349.00 |
| 09000 | 18431 | 05/15/26 | 1930 | KESLER SCIENCE, LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 349.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 698.00 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 207.90 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 514.69 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 86.94 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 712.80 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 712.80 |
| 09000 | 18432 | 05/15/26 | 1907 | LEARNING WITHOUT TE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 876.15 |
| TOTAL CHECK | | | | | | | | 0.00 | 3,111.28 |
| 09000 | 18433 | 05/15/26 | 1965 | LEBRA TECHNOLOGIES | 01202320100 | 20643 | ADMN SOFTWARE/SERVI | 0.00 | 5,000.00 |
| 09000 | 18434 | 05/15/26 | 1933 | LOYOLA PRESS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,156.78 |
| 09000 | 18434 | 05/15/26 | 1933 | LOYOLA PRESS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,198.41 |
| 09000 | 18434 | 05/15/26 | 1933 | LOYOLA PRESS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 448.50 |
| 09000 | 18434 | 05/15/26 | 1933 | LOYOLA PRESS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,990.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 12,793.69 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 6,709.88 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 620.16 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 132.39 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,519.77 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 8,202.51 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 10,184.71 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,110.40 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,257.23 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 783.32 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,554.79 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,363.21 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,811.53 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 16,588.80 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 346.55 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,760.07 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,547.29 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,314.50 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,541.76 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,677.28 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,988.94 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 6,683.96 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 9,813.77 |
| 09000 | 18435 | 05/15/26 | 1884 | MCGRAW HILL LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 31,665.43 |
| TOTAL CHECK | | | | | | | | 0.00 | 129,178.25 |
| 09000 | 18436 | 05/15/26 | 1978 | MEMBEAN INC. | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,130.00 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,138.20 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 10,098.94 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,424.50 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,924.34 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,639.60 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,339.60 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 8.44 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,268.34 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,667.36 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,315.87 |
| 09000 | 18437 | 05/15/26 | 1883 | MACMILLIAN / MPS | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,073.75 |
| TOTAL CHECK | | | | | | | | 0.00 | 39,898.94 |
| 09000 | 18438 | 05/15/26 | 1042 | NE COUNCIL OF SCHOO | 01202320100 | 20810 | ADM POLK MEMBER REN | 0.00 | 435.00 |
| 09000 | 18438 | 05/15/26 | 1042 | NE COUNCIL OF SCHOO | 01202520300 | 20810 | COOP QUINTANA MEMBE | 0.00 | 125.00 |
| 09000 | 18438 | 05/15/26 | 1042 | NE COUNCIL OF SCHOO | 01202320100 | 20580 | ADM POLK ADMN DAYS | 0.00 | 235.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 795.00 |
| 09000 | 18439 | 05/15/26 | 1895 | NOREDINK CORP | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,250.00 |
| 09000 | 18439 | 05/15/26 | 1895 | NOREDINK CORP | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,238.04 |
| TOTAL CHECK | | | | | | | | 0.00 | 5,488.04 |
| 09000 | 18440 | 05/15/26 | 1065 | OMAHA WORLD HERALD | 01202310110 | 20540 | BOARD MTG NOTICE AP | 0.00 | 24.40 |
| 09000 | 18441 | 05/15/26 | 1985 | ORIGO EDUCATION INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,441.80 |
| 09000 | 18442 | 05/15/26 | 1931 | PEARSON EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 8,000.00 |
| 09000 | 18442 | 05/15/26 | 1931 | PEARSON EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 44,800.00 |
| 09000 | 18442 | 05/15/26 | 1931 | PEARSON EDUCATION I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,280.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 55,080.00 |
| 09000 | 18443 | 05/15/26 | 1986 | PERFECTION LEARNING | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,584.04 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18444 | 05/15/26 | 1633 | PERRY, GUTHERY, HAA | 01202320100 | 20317 | ADMN LEGAL SERVICES | 0.00 | 846.23 |
| 09000 | 18444 | 05/15/26 | 1633 | PERRY, GUTHERY, HAA | 01202520300 | 20317 | COOP LEGAL SERVICES | 0.00 | 1,128.31 |
| 09000 | 18444 | 05/15/26 | 1633 | PERRY, GUTHERY, HAA | 01202213620 | 20317 | DL LEGAL SERVICES | 0.00 | 1,410.38 |
| 09000 | 18444 | 05/15/26 | 1633 | PERRY, GUTHERY, HAA | 01202580400 | 20317 | SRS LEGAL SERVICES | 0.00 | 282.08 |
| TOTAL CHECK | | | | | | | | 0.00 | 3,667.00 |
| 09000 | 18445 | 05/15/26 | 1927 | PROJECT WAYFINDER I | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 7,257.00 |
| 09000 | 18446 | 05/15/26 | 1904 | QUAVERED INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,100.00 |
| 09000 | 18446 | 05/15/26 | 1904 | QUAVERED INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,800.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 3,900.00 |
| 09000 | 18447 | 05/15/26 | 1896 | RAMSEY EDUCATION | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 328.90 |
| 09000 | 18447 | 05/15/26 | 1896 | RAMSEY EDUCATION | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 823.75 |
| 09000 | 18447 | 05/15/26 | 1896 | RAMSEY EDUCATION | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,062.85 |
| TOTAL CHECK | | | | | | | | 0.00 | 2,215.50 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,977.70 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,761.25 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,160.85 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,414.73 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 973.80 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 868.80 |
| 09000 | 18448 | 05/15/26 | 1912 | RENAISSANCE LEARNIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 810.88 |
| TOTAL CHECK | | | | | | | | 0.00 | 15,968.01 |
| 09000 | 18449 | 05/15/26 | 1789 | SHARA JOHNSON | 01202213570 | 20333 | CANVAS MILEAGE 4.8. | 0.00 | 78.30 |
| 09000 | 18449 | 05/15/26 | 1789 | SHARA JOHNSON | 01202213570 | 20333 | CANVAS MILEAGE 3.24 | 0.00 | 78.30 |
| 09000 | 18449 | 05/15/26 | 1789 | SHARA JOHNSON | 01202213570 | 20333 | CANVAS MILEAGE 4.20 | 0.00 | 78.30 |
| TOTAL CHECK | | | | | | | | 0.00 | 234.90 |
| 09000 | 18450 | 05/15/26 | 1891 | SHURLEY INSTRUCTION | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,427.97 |
| 09000 | 18451 | 05/15/26 | 1981 | STUKENT INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,980.00 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,381.40 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 122.00 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 11,237.30 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,754.50 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,953.00 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 330.00 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,579.70 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 7,652.70 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 5,504.40 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 10,141.95 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,384.00 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 8,177.40 |
| 09000 | 18452 | 05/15/26 | 1888 | TEACHER'S CURRICULU | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 9,307.85 |
| TOTAL CHECK | | | | | | | | 0.00 | 69,526.20 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 378.50 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 508.50 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 150.96 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 81.77 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 32.22 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 241.49 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 544.36 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 594.98 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,114.18 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,110.86 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,045.10 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 790.88 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 95.07 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 8,430.83 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 397.50 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,453.56 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,279.17 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,943.22 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 475.32 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,487.20 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,072.50 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,271.00 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,284.30 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 986.65 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,740.50 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,298.85 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 143.75 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 44.03 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 714.58 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,062.10 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 128.94 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 136.95 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,917.55 |
| 09000 | 18453 | 05/15/26 | 1890 | TEXTBOOK WAREHOUSE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,260.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 40,217.37 |
| 09000 | 18454 | 05/15/26 | 1983 | THE ART OF EDUCATIO | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 785.00 |
| 09000 | 18455 | 05/15/26 | 1984 | LEARNING.COM | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,196.00 |
| 09000 | 18456 | 05/15/26 | 1961 | UNANIMOUS INC. | 01202320100 | 20643 | ADMN WEB HOSTING/MA | 0.00 | 2,000.00 |
| 09000 | 18457 | 05/15/26 | 1919 | UNIVERSAL PUBLISHIN | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 224.70 |
| 09000 | 18458 | 05/15/26 | 1992 | VIMME LEARNING LLC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,181.50 |
| 09000 | 18459 | 05/15/26 | 1975 | VOCABULARY.COM | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,100.00 |
| 09000 | 18460 | 05/15/26 | 1947 | VOWAC PUBLISHING CO | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,702.52 |
| 09000 | 18460 | 05/15/26 | 1947 | VOWAC PUBLISHING CO | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,091.87 |
| TOTAL CHECK | | | | | | | | 0.00 | 2,794.39 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | 18461 | 05/15/26 | 1926 | WALKER BOOKSTORE | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 15,544.73 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 900319369 HD | 0.00 | 316.20 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 897023396 HD | 0.00 | 321.93 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 898034350 HD | 0.00 | 158.10 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6058694304 ST | 0.00 | 1,007.16 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6058452181 ST | 0.00 | 1,867.10 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6058142829 ST | 0.00 | 3,058.54 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6054087841 ST | 0.00 | 1,424.48 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6054142793 ST | 0.00 | 82.32 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6055767520 ST | 0.00 | 980.35 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6055608314 ST | 0.00 | 3,021.48 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6053145471 ST | 0.00 | 1,867.10 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6055199338 ST | 0.00 | 1,485.00 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6055047439 ST | 0.00 | 390.40 |
| 09000 | 18462 | 05/15/26 | 1994 | WALTHILL PUBLIC SCH | 01202520581 | 20320 | MENST 6055047440 ST | 0.00 | 347.95 |
| TOTAL CHECK | | | | | | | | 0.00 | 16,328.11 |
| 09000 | 18464 | 05/15/26 | 1914 | W.W. NORTON & COMPA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,336.50 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 3,858.14 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 868.67 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,407.48 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 934.23 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,092.14 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 2,887.50 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 1,671.78 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 4,358.75 |
| 09000 | 18465 | 05/15/26 | 1908 | ZANER-BLOSER INC | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 849.90 |
| TOTAL CHECK | | | | | | | | 0.00 | 20,928.59 |
| 09000 | 19463 | 05/15/26 | 1910 | WILSON LANGUAGE TRA | 01202520585 | 20320 | TEXTBOOK LOAN | 0.00 | 9,487.08 |
| 09000 | ACH00041 | 05/15/26 | 1638 | AIMEE MUEHLING | 01202213200 | 20320 | PS CONTRACTED SERVI | 0.00 | 3,588.34 |
| 09000 | ACH00042 | 05/15/26 | 1466 | ANDREW EASTON | 01202213620 | 20333 | DL MILEAGE HAMPTON | 0.00 | 953.38 |
| 09000 | ACH00043 | 05/15/26 | 1660 | REBECCA SOSALLA | 01202213200 | 20333 | PS MILEAGE DATA CON | 0.00 | 263.90 |
| 09000 | ACH00044 | 05/15/26 | 1101 | CRAIG PETERSON | 01202520300 | 20333 | COOP MILEAGE MTGS O | 0.00 | 295.80 |
| 09000 | ACH00044 | 05/15/26 | 1101 | CRAIG PETERSON | 01202520300 | 20333 | COOP MILEAGE ED TEC | 0.00 | 95.70 |
| 09000 | ACH00044 | 05/15/26 | 1101 | CRAIG PETERSON | 01202520300 | 20333 | COOP MILEAGE AEPA M | 0.00 | 312.48 |
| TOTAL CHECK | | | | | | | | 0.00 | 703.98 |
| 09000 | ACH00045 | 05/15/26 | 1826 | LARIANNE POLK | 01202320100 | 20333 | ADM MILEAGE TEAMMAT | 0.00 | 15.95 |
| 09000 | ACH00045 | 05/15/26 | 1826 | LARIANNE POLK | 01202320100 | 20333 | ADM MILEAGE NASBO | 0.00 | 68.88 |
| 09000 | ACH00045 | 05/15/26 | 1826 | LARIANNE POLK | 01202320100 | 20333 | ADM MILEAGE PERSONN | 0.00 | 3.63 |
| 09000 | ACH00045 | 05/15/26 | 1826 | LARIANNE POLK | 01202320100 | 20643 | ADM CHATGPT SUBSCRI | 0.00 | 20.00 |
| 09000 | ACH00045 | 05/15/26 | 1826 | LARIANNE POLK | 01202320100 | 20333 | ADM MILEAGE PERRY & | 0.00 | 63.08 |
| TOTAL CHECK | | | | | | | | 0.00 | 171.54 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | ACH00046 | 05/15/26 | 1872 | MINDY REED | 01202320100 | 20333 | ADM MILEAGE NASBO | 0.00 | 137.75 |
| 09000 | ACH00046 | 05/15/26 | 1872 | MINDY REED | 01202320100 | 20580 | ADM PARKING NASBO | 0.00 | 13.50 |
| TOTAL CHECK | | | | | | | | 0.00 | 151.25 |
| 09000 | ACH00047 | 05/15/26 | 1640 | NICOLE MULLER | 01202213200 | 20320 | PS CONTRACTED SERVI | 0.00 | 4,995.65 |
| 09000 | ACH00048 | 05/15/26 | 1086 | SCOTT ISAACSON | 01202580400 | 20333 | SRS MILEAGE MEETING | 0.00 | 451.68 |
| 09000 | EFT00311 | 05/01/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20320 | ADMN ACH SERVICE FE | 0.00 | 32.20 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202320100 | 20520 | ADMN INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213580 | 20520 | BITS INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213570 | 20520 | CANVAS INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202520300 | 20520 | COOP INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213620 | 20520 | DL INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213582 | 20520 | LITERACY INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213200 | 20520 | PS INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213500 | 20520 | PDO INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202580400 | 20520 | SRS INSURANCE | 0.00 | 97.60 |
| 09000 | EFT00312 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202520585 | 20520 | TEXTBOOK INSURANCE | 0.00 | 97.60 |
| TOTAL CHECK | | | | | | | | 0.00 | 976.00 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202320100 | 20520 | ADMN INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213580 | 20520 | BITS INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213570 | 20520 | CANVAS INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202520300 | 20520 | COOP INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213620 | 20520 | DL INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213582 | 20520 | LITERACY INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213200 | 20520 | PS INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202213500 | 20520 | PDO INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202580400 | 20520 | SRS INSURANCE | 0.00 | 103.10 |
| 09000 | EFT00313 | 05/03/26 | 1209 | CINCINNATI INSURANC | 01202520585 | 20520 | TEXTBOOK INSURANCE | 0.00 | 103.10 |
| TOTAL CHECK | | | | | | | | 0.00 | 1,031.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213500 | 20643 | PDO X MONTHLY SUBSC | 0.00 | 3.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213500 | 20643 | PDO MY SHORT ANSWER | 0.00 | 12.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520585 | 20320 | TEXTBOOK THRIFT BOO | 0.00 | 461.75 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520585 | 20320 | TEXTBOOK CREDIT THR | 0.00 | -8.24 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520585 | 20320 | TEXTBOOK TYPING.COM | 0.00 | 189.81 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520585 | 20320 | TEXTBOOK AMAZON | 0.00 | 7.99 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213500 | 20643 | PDO RIVERSIDE FM | 0.00 | 29.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213500 | 20643 | PDO RIVERSIDE INTER | 0.00 | 0.87 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213620 | 20580 | DL NDE NEMTSS | 0.00 | 140.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213620 | 20810 | DL NCSA EASTON MEMB | 0.00 | 435.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213200 | 20643 | PS GOOGLE WORKSPACE | 0.00 | 175.20 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202213200 | 20643 | PS ASANA.COM | 0.00 | 134.90 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520300 | 20610 | COOP OFFICE SUPPLIE | 0.00 | 28.21 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520300 | 20643 | COOP HEYZINE SUBSCR | 0.00 | 49.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520300 | 20643 | COOP HEYZINE INTERN | 0.00 | 1.47 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20580 | ADM PARKING LOBBYIS | 0.00 | 13.50 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20314 | ADM MEALS LOBBYIST | 0.00 | 32.25 |

SELECTION CRITERIA: transact.yr='26' and transact.period='9'
ACCOUNTING PERIOD: 9/26

FUND - 01 - GENERAL FUND

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | ORG UNIT | ACCNT | ----DESCRIPTION---- | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20810 | ADM MENTAL HEALTH B | 0.00 | 750.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20610 | ADM KEYBOARD FOR MI | 0.00 | 37.98 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20641 | ADM OMAHA WORLD HER | 0.00 | 19.99 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20580 | ADM PARKING LOBBYIS | 0.00 | 10.50 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20580 | ADM PARKING LOBBYIS | 0.00 | 12.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20580 | ADM PERSONNEL WORKI | 0.00 | 20.33 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20580 | SRS PERSONNEL WORKI | 0.00 | 19.33 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20610 | SRS CLICKSHARE BUTT | 0.00 | 254.78 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20610 | SRS CREDIT, AMAZON | 0.00 | -259.02 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20580 | SRS PARKING LB 937 | 0.00 | 12.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20643 | SRS GODADDY RENEWAL | 0.00 | 33.38 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202520300 | 20643 | COOP MAILCHIMP | 0.00 | 93.50 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202320100 | 20641 | ADM LINCOLN STAR JO | 0.00 | 34.99 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20643 | SRS ANTHROPIC PBC | 0.00 | 125.00 |
| 09000 | EFT00314 | 05/15/26 | 1039 | UNION BANK & TRUST | 01202580400 | 20643 | SRS ATLASSIAN | 0.00 | 10.00 |
| TOTAL CHECK | | | | | | | | 0.00 | 2,880.47 |
| TOTAL CASH ACCOUNT | | | | | | | | 0.00 | 998,014.87 |
| TOTAL FUND | | | | | | | | 0.00 | 998,014.87 |
| TOTAL REPORT | | | | | | | | 0.00 | 998,014.87 |

**EMPLOYMENT CONTRACT FOR**
**STAFF ASSIGNED TO ESUCC PROJECTS**

This employment agreement is made by and between Educational Service Unit No. 17, referred to herein as "ESU #17," and Nikki Muller, referred to herein as the "Employee."

WITNESSETH: ESU #17 agrees to employ the Employee and the Employee agrees to accept such employment subject to the terms and conditions set forth below:

**1. Term of Employment**. The term of this agreement shall be indefinite. It shall commence on the 1st day of July, 2026 and end on the 30th day of June, 2027. During this period the Employee shall render at least 220 working days of service, as that term is defined herein, in the performance of his/her duties. Appropriately claimed and approved “sick leave” days will count toward the days of service requirement. The Employee shall cooperate with ESU #17 in keeping complete and accurate records of his/her working days.

**2. At-Will Nature of Employment; Duties of Employee**. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee’s assignment shall be working as the PowerSchool Support Specialist at the Educational Service Unit Coordinating Council (ESUCC). The Employee acknowledges and understands that a determination by ESUCC that the Employee’s services are no longer needed may result in the immediate termination of the Employee’s employment. The enumeration of the annual working days of service expected under this agreement does not change the term of this contract or the at-will nature of the parties’ relationship.

3. **Supervision and Direction of Employee.** The Employee’s ultimate supervisor will be the CEO of the ESUCC, but the Employee shall also be subject to the supervision and direction of the PowerSchool Program Director. The Employee acknowledges the aforementioned authority over the Employee and agrees to carry out his directives to the best of the Employee’s ability. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

**4. Professional Status.** The Employee affirms that he/she is not under contract with another school board, board of education, or educational service unit governing board covering any part of or all of the same terms provided in this contract.

**5. Right to Reassign.** The Employee understands and agrees that the ESUCC's Executive Committee and/or CEO, in consultation with ESU #17, has the right to assign the Employee to a position different from that originally assigned.

6. **Days and Hours of Employment**. The days and hours of employment shall be as assigned by the ESUCC CEO.

**7. Compensation**. The Employee shall be paid an annual salary of fifty-three thousand, one hundred fifty-two dollars ($53,152.00) and an additional compensation package found in Exhibit B, and shall be subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) monthly payment in accordance with ESU #17's payment practices for professional staff members.

**8. Fringe Benefits**. The Employee will be allowed to participate in ESU 17's AFLAC 125 plan, ESU 17's 125 plan and vision care plan (VSP). Employees will have the option to purchase health and dental insurance either as a member of ESU #17 insurance group or as a participant in any other plan for which the Employee is otherwise qualified to participate.

**9. Policies, Rules and Regulations**. The Employee agrees to be governed by the policies rules and regulations of ESU #17 and the ESUCC as well as the directives of the ESUCC's CEO. The Employee agrees that the policies, rules and regulations of ESU #17 and/or ESUCC may be changed at any time, with or without notice to the Employee.

**10. Termination of Employment**. This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU #17 Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

**11. Paid Leave**. The Employee shall receive the following paid leave for the term of this contract:

a. **Sick Leave.** The Employee shall receive paid sick leave as described in ESU #17's Staff Handbook, policies and/or the negotiated agreement with the certificated employees' association. Upon the termination of the employment relationship by either party, the Employee ***shall not*** be compensated for any unused sick leave.

**12. Compensation Upon Termination**. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to ESU #17 by the Employee and may be withheld by ESU #17 from any payments to the Employee.

**13. Deductions**. The Employee authorizes ESU #17 to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to ESU #17 and/or ESUCC during the course of the Employee's employment, if such property or money have not properly been returned to ESU #17 and/or ESUCC.

**14. Entirety of Agreement and Amendments**. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Administrator of ESU #17.

**15. Applicable Law**. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**16. Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

| | |
|---|---|
| Nikki Muller | Geraldine Erickson,<br>ESU#17 Administrator |
| Executed on _____, 2026. | Executed on _____, 2026. |

## 4001. Hiring Personnel

ESU 17 provides staffing services to ESUCC pursuant to contract and will serve as ESUCC's Human Resources Division.

ESUCC personnel are employed in order to support the ESUCC and its mission to work toward statewide coordination to provide the most cost-effective services for the students, teachers, and school districts in each ESU. The Board delegates to the CEO the authority to interview and recommend the hiring by ESU #17 of all personnel in order to allow personnel to begin working as soon as the CEO determines that it would be in the best interests of ESUCC. The CEO will keep the ESUCC Executive Committee informed of any potential personnel changes and the possibility of any new hires. The CEO will report on all personnel hires to the ESUCC Board at the next regular board meeting. At that time, the ESUCC Board may affirm the CEO's hiring decisions or reject a hiring decision. If the Board rejects a hiring decision, then the ESUCC shall compensate ESU 17 for the time that the employee actually performed work for the benefit of ESUCC.

Any new job position that would be paid for, in whole or in part, by ESUCC funds must be approved by the ESUCC Board before the CEO may offer the job to any person.

| | |
|---|---|
| Legal Reference: | Neb. Rev. Stat. § 79-1245, et seq |
| Date of Adoption: | April 14, 2025 |

**EMPLOYMENT CONTRACT FOR**
**STAFF ASSIGNED TO ESUCC PROJECTS**

This employment agreement is made by and between Educational Service Unit No. 17, referred to herein as "ESU #17," and Ellie Schroeder, referred to herein as the "Employee."

WITNESSETH: ESU #17 agrees to employ the Employee and the Employee agrees to accept such employment subject to the terms and conditions set forth below:

**1. Term of Employment**. The term of this agreement shall be indefinite. It shall commence on the 1st day of July, 2026 and end on the 30th day of June, 2027. During this period the Employee shall render at least 220 working days of service, as that term is defined herein, in the performance of his/her duties. Appropriately claimed and approved “sick leave” days will count toward the days of service requirement. The Employee shall cooperate with ESU #17 in keeping complete and accurate records of his/her working days.

**2. At-Will Nature of Employment; Duties of Employee**. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee’s assignment shall be working as the PowerSchool Support Specialist at the Educational Service Unit Coordinating Council (ESUCC). The Employee acknowledges and understands that a determination by ESUCC that the Employee’s services are no longer needed may result in the immediate termination of the Employee’s employment. The enumeration of the annual working days of service expected under this agreement does not change the term of this contract or the at-will nature of the parties’ relationship.

3. **Supervision and Direction of Employee.** The Employee’s ultimate supervisor will be the CEO of the ESUCC, but the Employee shall also be subject to the supervision and direction of the PowerSchool Program Director. The Employee acknowledges the aforementioned authority over the Employee and agrees to carry out his directives to the best of the Employee’s ability. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

**4. Professional Status.** The Employee affirms that he/she is not under contract with another school board, board of education, or educational service unit governing board covering any part of or all of the same terms provided in this contract.

**5. Right to Reassign.** The Employee understands and agrees that the ESUCC's Executive Committee and/or CEO, in consultation with ESU #17, has the right to assign the Employee to a position different from that originally assigned.

6. **Days and Hours of Employment**. The days and hours of employment shall be as assigned by the ESUCC CEO.

**7. Compensation**. The Employee shall be paid an annual salary of fifty-five thousand, eight hundred fifty dollars ($55,850.00) and an additional compensation package found in Exhibit B, and shall be subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) monthly payment in accordance with ESU #17's payment practices for professional staff members.

**8. Fringe Benefits**. The Employee will be allowed to participate in ESU 17's AFLAC 125 plan, ESU 17's 125 plan and vision care plan (VSP). Employees will have the option to purchase health and dental insurance either as a member of ESU #17 insurance group or as a participant in any other plan for which the Employee is otherwise qualified to participate.

**9. Policies, Rules and Regulations**. The Employee agrees to be governed by the policies rules and regulations of ESU #17 and the ESUCC as well as the directives of the ESUCC's CEO. The Employee agrees that the policies, rules and regulations of ESU #17 and/or ESUCC may be changed at any time, with or without notice to the Employee.

**10. Termination of Employment**. This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU #17 Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

**11. Paid Leave**. The Employee shall receive the following paid leave for the term of this contract:

a. **Sick Leave.** The Employee shall receive paid sick leave as described in ESU #17's Staff Handbook, policies and/or the negotiated agreement with the certificated employees' association. Upon the termination of the employment relationship by either party, the Employee ***shall not*** be compensated for any unused sick leave.

**12. Compensation Upon Termination**. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to ESU #17 by the Employee and may be withheld by ESU #17 from any payments to the Employee.

**13. Deductions**. The Employee authorizes ESU #17 to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to ESU #17 and/or ESUCC during the course of the Employee's employment, if such property or money have not properly been returned to ESU #17 and/or ESUCC.

**14. Entirety of Agreement and Amendments**. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Administrator of ESU #17.

**15. Applicable Law**. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**16. Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

| | |
|---|---|
| Ellie Schroeder | Geraldine Erickson,<br>ESU#17 Administrator |
| Executed on _____, 2026. | Executed on _____, 2026. |

## 4001. Hiring Personnel

ESU 17 provides staffing services to ESUCC pursuant to contract and will serve as ESUCC's Human Resources Division.

ESUCC personnel are employed in order to support the ESUCC and its mission to work toward statewide coordination to provide the most cost-effective services for the students, teachers, and school districts in each ESU. The Board delegates to the CEO the authority to interview and recommend the hiring by ESU #17 of all personnel in order to allow personnel to begin working as soon as the CEO determines that it would be in the best interests of ESUCC. The CEO will keep the ESUCC Executive Committee informed of any potential personnel changes and the possibility of any new hires. The CEO will report on all personnel hires to the ESUCC Board at the next regular board meeting. At that time, the ESUCC Board may affirm the CEO's hiring decisions or reject a hiring decision. If the Board rejects a hiring decision, then the ESUCC shall compensate ESU 17 for the time that the employee actually performed work for the benefit of ESUCC.

Any new job position that would be paid for, in whole or in part, by ESUCC funds must be approved by the ESUCC Board before the CEO may offer the job to any person.

| | |
|---|---|
| Legal Reference: | Neb. Rev. Stat. § 79-1245, et seq |
| Date of Adoption: | April 14, 2025 |

**EMPLOYMENT CONTRACT FOR**
**STAFF ASSIGNED TO ESUCC PROJECTS**

This employment agreement is made by and between Educational Service Unit No. 17, referred to herein as "ESU #17," and Shara Johnson, referred to herein as the "Employee."

WITNESSETH: ESU #17 agrees to employ the Employee and the Employee agrees to accept such employment subject to the terms and conditions set forth below:

**1. Term of Employment**. The term of this agreement shall be indefinite. It shall commence on the 1st day of July 2026 and end on the 30th day of June, 2027. During this period the Employee shall render at least 150 working days of service, as that term is defined herein, in the performance of his/her duties. Appropriately claimed and approved “sick leave” days will count toward the days of service requirement. The Employee shall cooperate with ESU #17 in keeping complete and accurate records of his/her working days.

**2. At-Will Nature of Employment; Duties of Employee**. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee’s assignment shall be working as the Canvas Specialist at the Educational Service Unit Coordinating Council (ESUCC). The Employee acknowledges and understands that a determination by ESUCC that the Employee’s services are no longer needed may result in the immediate termination of the Employee’s employment. The enumeration of the annual working days of service expected under this agreement does not change the term of this contract or the at-will nature of the parties’ relationship.

3. **Supervision and Direction of Employee.** The Employee’s ultimate supervisor will be the CEO of the ESUCC. The Employee acknowledges the aforementioned authority over the Employee and agrees to carry out his directives to the best of the Employee’s ability. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

**4. Professional Status.** The Employee affirms that he/she is not under contract with another school board, board of education, or educational service unit governing board covering any part of or all of the same terms provided in this contract.

**5. Right to Reassign.** The Employee understands and agrees that the ESUCC's Executive Committee and/or CEO, in consultation with ESU #17, has the right to assign the Employee to a position different from that originally assigned.

6. **Days and Hours of Employment**. The days and hours of employment shall be as assigned by the ESUCC CEO.

**7. Compensation**. The Employee shall be paid an annual salary of eighty-four thousand three hundred twelve dollars ($84,312.00) and an additional compensation package found in Exhibit B, and shall be subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments in accordance with ESU #17's payment practices for professional staff members.

**8. Fringe Benefits**. The Employee will be allowed to participate in ESU 17's AFLAC 125 plan, ESU 17's 125 plan and vision care plan (VSP). Employees will have the option to purchase health and dental insurance either as a member of ESU #17 insurance group or as a participant in any other plan for which the Employee is otherwise qualified to participate.

**9. Policies, Rules and Regulations**. The Employee agrees to be governed by the policies rules and regulations of ESU #17 and the ESUCC as well as the directives of the ESUCC's CEO. The Employee agrees that the policies, rules and regulations of ESU #17 and/or ESUCC may be changed at any time, with or without notice to the Employee.

**10. Termination of Employment**. This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU #17 Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

**11. Paid Leave**. The Employee shall receive the following paid leave for the term of this contract:

a. **Sick Leave.** The Employee shall receive paid sick leave as described in ESU #17's Staff Handbook, policies and/or the negotiated agreement with the certificated employees' association. Upon the termination of the employment relationship by either party, the Employee ***shall not*** be compensated for any unused sick leave.

**12. Compensation Upon Termination**. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to ESU #17 by the Employee and may be withheld by ESU #17 from any payments to the Employee.

**13. Deductions**. The Employee authorizes ESU #17 to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to ESU #17 and/or ESUCC during the course of the Employee's employment, if such property or money have not properly been returned to ESU #17 and/or ESUCC.

**14. Entirety of Agreement and Amendments**. The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Administrator of ESU #17.

**15. Applicable Law**. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**16. Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

| | |
|---|---|
| Shara Johnson | Geraldine Erickson,<br>ESU#17 Administrator |
| Executed on _____, 2026. | Executed on _____, 2026. |

## 4001. Hiring Personnel

ESU 17 provides staffing services to ESUCC pursuant to contract and will serve as ESUCC's Human Resources Division.

ESUCC personnel are employed in order to support the ESUCC and its mission to work toward statewide coordination to provide the most cost-effective services for the students, teachers, and school districts in each ESU. The Board delegates to the CEO the authority to interview and recommend the hiring by ESU #17 of all personnel in order to allow personnel to begin working as soon as the CEO determines that it would be in the best interests of ESUCC. The CEO will keep the ESUCC Executive Committee informed of any potential personnel changes and the possibility of any new hires. The CEO will report on all personnel hires to the ESUCC Board at the next regular board meeting. At that time, the ESUCC Board may affirm the CEO's hiring decisions or reject a hiring decision. If the Board rejects a hiring decision, then the ESUCC shall compensate ESU 17 for the time that the employee actually performed work for the benefit of ESUCC.

Any new job position that would be paid for, in whole or in part, by ESUCC funds must be approved by the ESUCC Board before the CEO may offer the job to any person.

| | |
|---|---|
| Legal Reference: | Neb. Rev. Stat. § 79-1245, et seq |
| Date of Adoption: | April 14, 2025 |

# Ed Resources Committee Report

**Division**: Teaching & Learning

**Division Lead**: Andrew Easton, Chief Learning Officer

**Reporting Period**: April 2026

## Accessibility

- The Canvas Consortium team finalized three asynchronous courses that are housed in the Nebraska Learning Network (NLN)
    - One on Accessibility Essentials, one that is a Google-specific training, and one that is a Microsoft-specific training
    - Each course has a certificate of completion
- Note: The Department of Justice ("Department") has revised the regulations implementing title II of the Americans with Disabilities Act ("ADA"), extending the compliance dates for the requirements for web content and mobile application ("app") accessibility that were adopted on April 24, 2024. The compliance date for State and local government entities with a total population of 50,000 or more is extended from April 24, 2026, to April 26, 2027. The compliance date for public entities with a total population of less than 50,000, or any special district government, is extended from April 26, 2027, to April 26, 2028. (Source)
- NCADEMI will be presenting two sessions at the Future Ready Nebraska Conference (6/1-2), one for leadership on how to develop an accessibility roadmap and an additional session on making PDFs accessible.

## Artificial Intelligence

- Curated resources and have laid out the AI page for the SupportED Site
- Continued developing a pilot project with/between the ESUCC, Great Minds (Wit & Wisdom), and Swivl (M2) in an effort to create 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.
    - Launched the pilot at Hampton Public Schools on 4/15

    - Seeking literacy coaches to view a lesson video and the AI feedback and provide feedback.

# Behavior Intervention Training (BITS)

- BITS reporting is through https://birt.esucc.org/
    - Reporting is due on or before June 30th annually.
- Bulk upload feature is now live
    - Access the demo video here (Thanks to Todd and Lake)
- Created this BITS Acknowledgement of Participation/Completion Form and shared it with colleagues statewide to aid with building level reporting
- ESUCC will develop a Build Your Own BITS Training option for 2027.

# Canvas Consortium

- The Nebraska Canvas Virtual Roadshow will be held on June 11, 2026. Register at bit.ly/2026CanvasRoadshow
- Conversations regarding utilizing Canvas for ESUPO and the affiliates has been paused. We will revisit this in the fall of 2026.
- Coming Soon: Free to Access UDL Courses built with Novak Education

# Digital Citizenship

- The Digital Citizenship page of the SupportED site was completed in January and we are currently moving that content to Unanimous' servers. Unanimous is also revising the site to ensure full functionality of the features requested by the Rule 84 priority group.
- Presented on Digital Citizenship at ESU 1 on 4/28.
- NE Digital Citizenship Collaborative
    - Committed to meeting three times a year to provide updates and give feedback on the Digital Citizenship SupportED page
    - Committed to further instantiating the Edvolve Framework
    - Kristen Mattson will keynote the Future Ready Nebraska Conference and provide an avenue for communicating the SupportED site and our commitment to this work
    - Kristen Mattson will deliver four statewide webinars in 2026-2027 that will onboard educators to the Edvolve Framework
        - Digital Safety on Tuesday, September 1st from 3-3:45
        - Media Literacy on Tuesday, October 27th from 3-3:45
        - Social Responsibility on Tuesday, February 16th from 3-3:45
        - Digital Wellbeing on Tuesday, April 27th from 3-3:45
    - Jay Martin with NDE, Jane Davis of Hersey Public Schools and NRCSA, and Anna Weber of A-Plum Creative joined the Digital Citizenship Collaborative, further expanding the reach of NRCSA's digital citizenship programming while also aligning that work to The Edvolve Framework

# Distance Learning, NVIS, and VFT

- Update to the new NVIS Homepage is live
    - Compare it to the old NVIS site
- DL Teacher Support Page on NVIS is also live
    - Aim is to create an Admin Page and a Proctor/Receiving Site Page by the end of the semester
- DL Teacher Survey
    - Finalized this survey and administered it in April.
    - Results can be found here.
    - DL Coordinators will set a goal and action plan at the May meeting.

# ESUCC Updates

- The new ESUCC.org site is live
    - Updates and refinement of the current site content will be ongoing
- The Affiliate Directory Form was sent out. Please ask your affiliate members to complete it.
    - The Affiliate Directory will go live this summer.
- Generating Statewide Deliverables (GSD) Time has been communicated for September. The form is still open for requesting time at the May 2027 meetings.
- A calendar is being developed for when Affiliate Leaders will share on behalf of their affiliate in the '26-'27 Ed Resources Committee Meetings

# Future Ready Nebraska Conference

- 2026 FR Nebraska Conference (6/1-2/26)
    - In-person event **SOLD OUT** for the first time ever
        - Attending virtually is still an option
    - Access the Promotional Flier for the Future Ready Nebraska Conference
    - Partnered with SchoolAI as the first and only FRNC sponsor. Funds from that partnership will go to conference expenses that are paid directly by SchoolAI to the vendor.
    - Featured Speakers: Dr. Kristen Mattson, Amanda Bickerstaff, Jennifer LaGarde, Katie Novak, Matt Winters, the NCADEMI Team, Tony Frontier, Brian Buffington, John Meehan, and more...

# The Good Life EDU Podcast

- Created 3 new episodes of The Good Life EDU Podcast
    - **Episode 237**: From Siloed to Systemic: Elevating Digital Citizenship in the AI Era with Dr. Kristen Mattson

- **Episode 236**: Inside the Work with Nebraska's Regional Literacy Coaches (RLCs) with Caryn Ziettlow (ESU 2) and Claudine Kennicutt (ESU 10)
- **Episode 235**: Back to the Classroom: On Rediscovering Joy and AI-Powered Creativity in CTE with Tisha Richmond

# The Nebraska Ed Leadership Live Show

- Hosted the fifth and sixth episodes of The Nebraska Ed Leadership Live Show - featuring the NDE SEED Team (supported by NCSA)
  - Episode 1: John Skretta, Lincoln Public Schools
  - Episode 2: Keri Homan and Matt Stetson, Crawford Public Schools
  - Episode 3: Jamie Cook, Literacy Officer at NDE
  - Episode 4: Thomas Lee, Principal of Westview High School (OPS)
  - Episode 5: NRCSA Leadership: Stephanie Kaczor and Andy Havelka
  - Episode 6: Jackie Nielsen and James Ford, Beatrice Public Schools
  - Episode 7: Pam Brezenski, Project Manager, Get Set Nebraska
  - Episode 8: Eliu Paopao, Tech Director for Chadron Public Schools
  - Episode 9: Dan Schnoes (ESU 3) and Laura Barrett (ESU 13)

# Nebraska PowerSchool Cooperative

- 131/151 Service Agreements have been signed and returned for 26-27 to date

# PO Planning

- Access this ESUPO Event Card for an at-a-glance look at the ESUPO Structure for 2026-2027
- Finalized the agenda for the ESUPDO event in May
- Renamed ESUPO Planning meetings as the Affiliate Leadership meetings

# SupportED Site

- A Rule 84 Professional Learning Collaboration
- Site will be live by June 1, 2026
- Collaborating with the NDE SEED Team on a leadership learning page
- Collaborating with the Coalition of Educator Workforce Development on a landing page for their resources

# Textbook Loan Program

- Textbook Loan requests from nonpublic schools for 2026-2027 were submitted in March, and we are nearing the end of the ordering process. Special thanks to Erin Bussen for her efforts with this work!

# SRS and Project Para Staff Report

**Division**: Technology Division

**Division Lead**: Scott Isaacson

**Reporting Period**: May, 2026

## Software Developer-Integrator Opening

- Our position postings are open through May 8, 2026. We have received a few promising applications and will be scheduling interviews for later in May as the next major step in our hiring process.

## SRS

- We are in the process of entering into a contract with Don't Panic Labs of Lincoln, Nebraska to assist us in improving our software engineering practices and accelerating our software modernization work beginning with the SRS project. We plan to begin work with Don't Panic Labs in late July, involving all of our technology division staff. Justin Knight has reviewed the contract and offered suggested changes. We are working through these with Don't Panic Labs.
- The SRS team has released a number of bug fixes into the production version in the last month, including updating the list of IEP service locations for students moving from early childhood settings into Kindergarten and 3 fixes to our generation of ADVISER records that will reduce errors during this spring reporting season.
- Some fixes being developed next are:
    - Supporting larger file attachments to forms in SRS
    - Preparations for 2026-2027 changes to ADVISER reporting
    - A change to the MDT form reflecting the Date Consent Received by the District
    - Adding a choice for districts to print or not print the Contact Attempts section of the Invitation to Meeting form

    - Correcting some textual errors and requiring items to be completed on tab 7 of the IFSP form
    - Preparing for summer upgrades to the SRS database software
- We continue to follow-up with the MAISA organization in Michigan about a potential partnership for their use of SRS in the future.
- Some statewide SRS numbers from the 2025-2026 school year as of May 7, 2026:
    - 40,005 IEPs were created
    - 15,264 MDT forms were created
    - 3,833 IFSPs were created

# Project Para

- The work on Project Para has shifted from our software development and support in the past to Bill Schroeder and Shara Johnson updating the course content and answering help tickets from users of the course. We are preparing our 2026-2027 funding request to submit to the NDE.

# CEO Report to the Board
# May 2026

**Committee Meetings Date:** May 14, 2026

**Board Meeting Date:** May 15, 2026

# Executive Committee

## Personnel Update

- PowerSchool Support Specialist
  - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
  - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
  - The offer will be made the week of June 22, 2026, at the latest.
  - The start date will be July 13, 2026.
- Level 3 Software Developer/Integrator
  - Position was posted on April 10, 2026 and closed May 8, 2026.
  - Interviews scheduled for May 18- May 22, 2026.
  - Offer/hire will be made should a viable candidate arise.
- 2026-2027
  - Contracted Support
    - Tech Development
    - Professional development support
  - PowerSchool Support Specialist, if necessary

## Budget Update

- Update on where we are with the budget process
- PowerSchool and Coop budgets increasing
- On track for pre-view in July

## ESUCC Board Member Succession Planning

- What should the next ESUCC Board member know and understand?

- Current Mentoring Guidelines for ESU Administrators - Key Discussion Topics:
  - ESUCC Organizational Chart
  - Role of the ESUCC Board Member
  - ESUCC Meetings
  - MSA
  - ESUCC Policy Manual
  - Sparq: Meetings and Negotiations Software process
  - ESUCC Website
  - Expectations and roles of standing and ad-hoc committees
  - Acronym list
  - PDO, Affiliates, Cadres
  - ESUCC Finances
  - ESU Boundaries
  - ESU Standards

# Educational Resources Committee

## Personnel Update

- PowerSchool Support Specialist
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- 2026-2027 Budget Work
  - Contracted Support - Professional development support
  - PowerSchool Support Specialist, if necessary

# Legal Committee

## Board Member Mileage Policy and Procedure

- Policy from Perry Law Firm
- Discuss Procedure

esucc
Educational Service Unit Coordinating Council

# Information Services Committee

## Personnel Update

- 2026-2027 Budget Work
    - Contracted Support for Tech Development

# Full Board

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## Podcast at Annual Conference

- Andrew Easton, CLO, will be doing a podcast at the AESA Annual Conference

# Strategic Planning Update

- Focus groups have been scheduled:
  - ESUCC Board - May 19, 2026 at 11am
    - This will be published as an open meeting
  - Affiliate Chairs - May 21, 2026 at 12pm
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ESUCC
Educational Resources Committee Meeting
Thursday, May 14, 2026, 12:30 PM
ESU 10 plus Zoom, 76 Plaza Blvd, Kearney, NE 68845

Attendance Taken at 12:30 AM.

| | |
|---|---|
| Dr. Brenda McNiff (ESU 05): | Absent |
| Marci Ostmeyer (ESU 07): | Present |
| Dr. Laura Barrett (ESU 13): | Present |
| Geraldine Erickson (ESU 17): | Present |
| Dr. Kanyon Chism (ESU 19): | Present |

1. Call to Order

This is a committee of the Educational Service Unit Coordinating Council. The chairperson or designee will call the committee meeting to order. Per Policy 1008, "Committees shall not have legislative or administrative functions, except as specifically authorized by the Board. All matters except those of routine or emergency nature may be referred to a committee before action by the Board...Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, as directed by the Board." No formal action will be taken in committee meetings, although recommendations for such action may be made by the committee to the Board.
The Educational Resources Committee Meeting was called to order at 12:30pm.

1.1. Roll Call

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

2.1. Staff Development Affiliate (SDA) Report
SDA Recorder, Brooke Kavan, reviewed the linked SDA Report 25-26.

2.2. ESU Special Education Director (ESPD) Affiliate Report
ESPD Recorder/Incoming Chair Joe Haney provided an update on the May 12, 2026, ESPD meeting.

2.3. Teaching and Learning with Technology (TLT) Affiliate
TLT Co-Chairs Laurie Kerr and Jaci Palmer, reviewed the linked 2025 Ed Resources Meeting Share-Outs document.

3. Nebraska 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, Amy Rhone - NDE Office of Special Education Administrator/State Director, and Sydney Kobza - Incoming NDE Academic Officer, reviewed the linked ESUCC Ed Resources Committee: NDE Updates 2025-26 document.

4. Chief Executive Officer (CEO) Report

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

4.1. Tech Support (SRS and Project Para) Update

- SRS
- Project Para

ESUCC CIO Scott Isaacson, reviewed the attached SRS-Para Report 2026-05 document.

4.2. Distance Learning, Training Support, and Instructional Materials

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

ESUCC CLO Andrew Easton, presented a slideshow that goes along with the attached Teaching & Learning ESUCC Ed Resources Committee Report-5.8.2026 document.

4.3. SMART
ESUCC CEO Dr. Polk, ESUCC CIO Scott Isaacson, and Nathan McClenahan - ESU 10, met

on May 13, 2026, and created a SMART Roadmap. Preliminary discussion focused on the integration of AI, remix of the visual dashboard, management of the site, data input, and data output. ESUCC CEO Dr. Polk will update the Roadmap document and bring it to the next SMART Admin Workgroup meeting to review.

5. Next Meeting Agenda Items

6. Adjournment
   The Educational Resources Committee Meeting was adjourned at 1:15pm.

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

# CEO Report to the Board
# May 2026

**Committee Meetings Date:** May 14, 2026

**Board Meeting Date:** May 15, 2026

# Executive Committee

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## Budget Update

- Update on where we are with the budget process
- PowerSchool and Coop budgets increasing
- On track for pre-view in July

## ESUCC Board Member Succession Planning

- What should the next ESUCC Board member know and understand?

- Current Mentoring Guidelines for ESU Administrators - Key Discussion Topics:
  - ESUCC Organizational Chart
  - Role of the ESUCC Board Member
  - ESUCC Meetings
  - MSA
  - ESUCC Policy Manual
  - Sparq: Meetings and Negotiations Software process
  - ESUCC Website
  - Expectations and roles of standing and ad-hoc committees
  - Acronym list
  - PDO, Affiliates, Cadres
  - ESUCC Finances
  - ESU Boundaries
  - ESU Standards

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# SRS and Project Para Staff Report

**Division**: Technology Division

**Division Lead**: Scott Isaacson

**Reporting Period**: May, 2026

## Software Developer-Integrator Opening

- Our position postings are open through May 8, 2026. We have received a few promising applications and will be scheduling interviews for later in May as the next major step in our hiring process.

## SRS

- We are in the process of entering into a contract with Don't Panic Labs of Lincoln, Nebraska to assist us in improving our software engineering practices and accelerating our software modernization work beginning with the SRS project. We plan to begin work with Don't Panic Labs in late July, involving all of our technology division staff. Justin Knight has reviewed the contract and offered suggested changes. We are working through these with Don't Panic Labs.
- The SRS team has released a number of bug fixes into the production version in the last month, including updating the list of IEP service locations for students moving from early childhood settings into Kindergarten and 3 fixes to our generation of ADVISER records that will reduce errors during this spring reporting season.
- Some fixes being developed next are:
    - Supporting larger file attachments to forms in SRS
    - Preparations for 2026-2027 changes to ADVISER reporting
    - A change to the MDT form reflecting the Date Consent Received by the District
    - Adding a choice for districts to print or not print the Contact Attempts section of the Invitation to Meeting form

    - Correcting some textual errors and requiring items to be completed on tab 7 of the IFSP form
    - Preparing for summer upgrades to the SRS database software
- We continue to follow-up with the MAISA organization in Michigan about a potential partnership for their use of SRS in the future.
- Some statewide SRS numbers from the 2025-2026 school year as of May 7, 2026:
    - 40,005 IEPs were created
    - 15,264 MDT forms were created
    - 3,833 IFSPs were created

# Project Para

- The work on Project Para has shifted from our software development and support in the past to Bill Schroeder and Shara Johnson updating the course content and answering help tickets from users of the course. We are preparing our 2026-2027 funding request to submit to the NDE.

# Ed Resources Committee Report

**Division**: Teaching & Learning

**Division Lead**: Andrew Easton, Chief Learning Officer

**Reporting Period**: April 2026

## Accessibility

- The Canvas Consortium team finalized three asynchronous courses that are housed in the Nebraska Learning Network (NLN)
    - One on Accessibility Essentials, one that is a Google-specific training, and one that is a Microsoft-specific training
    - Each course has a certificate of completion
- Note: The Department of Justice ("Department") has revised the regulations implementing title II of the Americans with Disabilities Act ("ADA"), extending the compliance dates for the requirements for web content and mobile application ("app") accessibility that were adopted on April 24, 2024. The compliance date for State and local government entities with a total population of 50,000 or more is extended from April 24, 2026, to April 26, 2027. The compliance date for public entities with a total population of less than 50,000, or any special district government, is extended from April 26, 2027, to April 26, 2028. (Source)
- NCADEMI will be presenting two sessions at the Future Ready Nebraska Conference (6/1-2), one for leadership on how to develop an accessibility roadmap and an additional session on making PDFs accessible.

## Artificial Intelligence

- Curated resources and have laid out the AI page for the SupportED Site
- Continued developing a pilot project with/between the ESUCC, Great Minds (Wit & Wisdom), and Swivl (M2) in an effort to create 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.
    - Launched the pilot at Hampton Public Schools on 4/15

    - Seeking literacy coaches to view a lesson video and the AI feedback and provide feedback.

# Behavior Intervention Training (BITS)

- BITS reporting is through https://birt.esucc.org/
    - Reporting is due on or before June 30th annually.
- Bulk upload feature is now live
    - Access the demo video here (Thanks to Todd and Lake)
- Created this BITS Acknowledgement of Participation/Completion Form and shared it with colleagues statewide to aid with building level reporting
- ESUCC will develop a Build Your Own BITS Training option for 2027.

# Canvas Consortium

- The Nebraska Canvas Virtual Roadshow will be held on June 11, 2026. Register at bit.ly/2026CanvasRoadshow
- Conversations regarding utilizing Canvas for ESUPO and the affiliates has been paused. We will revisit this in the fall of 2026.
- Coming Soon: Free to Access UDL Courses built with Novak Education

# Digital Citizenship

- The Digital Citizenship page of the SupportED site was completed in January and we are currently moving that content to Unanimous' servers. Unanimous is also revising the site to ensure full functionality of the features requested by the Rule 84 priority group.
- Presented on Digital Citizenship at ESU 1 on 4/28.
- NE Digital Citizenship Collaborative
    - Committed to meeting three times a year to provide updates and give feedback on the Digital Citizenship SupportED page
    - Committed to further instantiating the Edvolve Framework
    - Kristen Mattson will keynote the Future Ready Nebraska Conference and provide an avenue for communicating the SupportED site and our commitment to this work
    - Kristen Mattson will deliver four statewide webinars in 2026-2027 that will onboard educators to the Edvolve Framework
        - Digital Safety on Tuesday, September 1st from 3-3:45
        - Media Literacy on Tuesday, October 27th from 3-3:45
        - Social Responsibility on Tuesday, February 16th from 3-3:45
        - Digital Wellbeing on Tuesday, April 27th from 3-3:45
    - Jay Martin with NDE, Jane Davis of Hersey Public Schools and NRCSA, and Anna Weber of A-Plum Creative joined the Digital Citizenship Collaborative, further expanding the reach of NRCSA's digital citizenship programming while also aligning that work to The Edvolve Framework

# Distance Learning, NVIS, and VFT

- Update to the new NVIS Homepage is live
    - Compare it to the old NVIS site
- DL Teacher Support Page on NVIS is also live
    - Aim is to create an Admin Page and a Proctor/Receiving Site Page by the end of the semester
- DL Teacher Survey
    - Finalized this survey and administered it in April.
    - Results can be found here.
    - DL Coordinators will set a goal and action plan at the May meeting.

# ESUCC Updates

- The new ESUCC.org site is live
    - Updates and refinement of the current site content will be ongoing
- The Affiliate Directory Form was sent out. Please ask your affiliate members to complete it.
    - The Affiliate Directory will go live this summer.
- Generating Statewide Deliverables (GSD) Time has been communicated for September. The form is still open for requesting time at the May 2027 meetings.
- A calendar is being developed for when Affiliate Leaders will share on behalf of their affiliate in the '26-'27 Ed Resources Committee Meetings

# Future Ready Nebraska Conference

- 2026 FR Nebraska Conference (6/1-2/26)
    - In-person event **SOLD OUT** for the first time ever
        - Attending virtually is still an option
    - Access the Promotional Flier for the Future Ready Nebraska Conference
    - Partnered with SchoolAI as the first and only FRNC sponsor. Funds from that partnership will go to conference expenses that are paid directly by SchoolAI to the vendor.
    - Featured Speakers: Dr. Kristen Mattson, Amanda Bickerstaff, Jennifer LaGarde, Katie Novak, Matt Winters, the NCADEMI Team, Tony Frontier, Brian Buffington, John Meehan, and more...

# The Good Life EDU Podcast

- Created 3 new episodes of The Good Life EDU Podcast
    - **Episode 237**: From Siloed to Systemic: Elevating Digital Citizenship in the AI Era with Dr. Kristen Mattson

- **Episode 236**: Inside the Work with Nebraska's Regional Literacy Coaches (RLCs) with Caryn Ziettlow (ESU 2) and Claudine Kennicutt (ESU 10)
- **Episode 235**: Back to the Classroom: On Rediscovering Joy and AI-Powered Creativity in CTE with Tisha Richmond

# The Nebraska Ed Leadership Live Show

- Hosted the fifth and sixth episodes of The Nebraska Ed Leadership Live Show - featuring the NDE SEED Team (supported by NCSA)
  - Episode 1: John Skretta, Lincoln Public Schools
  - Episode 2: Keri Homan and Matt Stetson, Crawford Public Schools
  - Episode 3: Jamie Cook, Literacy Officer at NDE
  - Episode 4: Thomas Lee, Principal of Westview High School (OPS)
  - Episode 5: NRCSA Leadership: Stephanie Kaczor and Andy Havelka
  - Episode 6: Jackie Nielsen and James Ford, Beatrice Public Schools
  - Episode 7: Pam Brezenski, Project Manager, Get Set Nebraska
  - Episode 8: Eliu Paopao, Tech Director for Chadron Public Schools
  - Episode 9: Dan Schnoes (ESU 3) and Laura Barrett (ESU 13)

# Nebraska PowerSchool Cooperative

- 131/151 Service Agreements have been signed and returned for 26-27 to date

# PO Planning

- Access this ESUPO Event Card for an at-a-glance look at the ESUPO Structure for 2026-2027
- Finalized the agenda for the ESUPDO event in May
- Renamed ESUPO Planning meetings as the Affiliate Leadership meetings

# SupportED Site

- A Rule 84 Professional Learning Collaboration
- Site will be live by June 1, 2026
- Collaborating with the NDE SEED Team on a leadership learning page
- Collaborating with the Coalition of Educator Workforce Development on a landing page for their resources

# Textbook Loan Program

- Textbook Loan requests from nonpublic schools for 2026-2027 were submitted in March, and we are nearing the end of the ordering process. Special thanks to Erin Bussen for her efforts with this work!

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) – 438, 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) – 40
        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 – 165 (2025-2026) compared to 147 (2024-25)

**Sales/Revenue/Savings (05/05/2026)**

| | 2022-23 | 2023-24 | 2024-2025 | 2025-2026 Partial year |
|---|---|---|---|---|
| Sales | $28,863,734.69 | $26,202,146.01 | $25,291,922.98 | $19,278,260.37 |
| Revenue expected/received | $649,836 | $572,784.19 | $554,887.71 | $430,447.43/$315,690.23 |
| Savings | $7,875,838.03 | $8,221,418.21 | $8,477,945.64 | $5,703,954.70 |
| Total Savings % | 27.29% | 31.38% | 33.52% | 32.72% |

**YTD Last Reported Quarter (Q1 Partial)**

| Q1 2024 | Q1 2025 | Change | % Change |
|---|---|---|---|
| $7,321,712.49 | $7,504,743.15 | $183,030.66 | 2.5% Increase |

**By Program (2025-2026 Q1, partially reported)**

**AEPA** – is up $104,334.83

**Special Buys** – is down $122,054.21

**Prime Vendor –** is up $379,764.57

**Food Vendor Sysco**– was up $801,607.12

| South Dakota Schools | Sales | Savings |
|---|---|---|
| St. Francis Indian School | $28,861.24 | $9,620.41 |
| White River School District 47 | $21,725.05 | $7,241.69 |
| **Total** | **$50,586.29** | **$16,862.10** |

**Custodial -** HD Supply is now being reported as a Special Buy

**Paper/Annual Buy** – down $179,014.53

**All Programs combined** – we are up $183,030.66 for Q1 over the 2024-2025 school year.

**ESUCC Marketplace Metrics last 30 days (05/06/2026)**

- New Users 33 – down 78%
- Users' w/ Login 1,323 – up 13%
- User's w/ Order 738 – up 123%
- Orders 3,115 – up 301%
- Marketplace Spend $1,795,159.94– up 215%
- Items Replaced 108 – down 48%
- Savings Achieved with Replacements - $2,558.63 down 69%
- Spend By Month (Last 12 Months)
    - 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 - $29,610.31
    - January 2026 - $69,192.91
    - February 2026 - $451,771.97
    - March 2026 - $814,515.51
    - April 2026 - $1,872,332.71
    - May 2026 - $17,381.72 (05/06/2026)
- Total Sales through ESUCC Marketplace January 1 – December 31
    - 2026 - $3,222,439.97 (8 months remaining)
    - 2025 - $4,261,275.26
    - 2024 - $4,455,077.32
    - 2023 - $4,678,475.72
    - 2022 - $4,833,639.06
    - 2021 - $4,225,591.97
    - 2020 - $4,989,205.11
    - 2019 - $4,470,323.01
    - 2018 - $4,449,044.40
    - 2017 - $3,863,795.56
    - 2016 - $4,070,589.58
    - 2015 - $28,155.70

**2. Interlocal Agreements for Approval (Agenda item with Resolution)**

a. City of Crete
b. Mid Plains Community College
c. Nebraska Game and Parks Commission
d. Western Nebraska Community College

**3. Coop Contracts for Approval**

a. **AEPA 026.5**
    i. Blick Art Materials LLC
    ii. Midwest Technology Products
    iii. Paxton Patterson
    iv. Pitsco Education LLC
    v. Culinary Depot
    vi. Hubert
    vii. Douglas Equipment
b. **AEPA Extensions**
    i. Romtec, Inc.
c. **Special Buy Contracts/Addendums/Extensions**
    i. Approve Special Buy agreement with Pittsburgh Paints Co.
    ii. Approve Special Buy agreement with Bound to Stay Bound Books
    iii. Approve Special Buy agreement with Digital Red
    iv. Approve Special Buy agreement with COMPanion Corporation
    v. Approve Extension with ACCO Brands USA LLC
    vi. Approve Extension with HD Supply
d. **IonWave**
    i. Approve Contract with Euna Solutions for IonWave Technologies
        - **Electronic Bidding (eBid):** ESUCC conducts its annual "Paper Buy", "Annual Buy", Food Bids, and advertisement of AEPA solicitations through the IonWave portal. Instead of mailing paper bids, vendors submit their pricing and product specifications digitally.
        - **Vendor Registration:** All suppliers who want to sell products to Nebraska schools via ESUCC must register on the **ESUCC IonWave Portal**. This system tracks vendor credentials and ensures they receive notifications for new bid opportunities.
        - **Bid Evaluation:** ESUCC staff use IonWave's tools to compare vendor proposals side-by-side, helping them award the "lowest responsible bidder".
        - **Compliance and Transparency:** The platform provides a digital audit trail. Since public schools use taxpayer money, ESUCC uses IonWave to ensure solicitations meet legal requirements and procurement regulations.

4. **2025-2026 Coop Goal**
    a. **2025-2026 Goal:** Optimize Annual Buy Catalog for Member Value and Competitive Advantage
        i. To date the following tasks have been completed and our Goal has been met
            - A Report of 4 Year Sales history was created and then merged with current line items in the bid to see where gaps appear, identifying items that we haven't received bids on or where we have no reported sales in 4 years.

- Goal was met on September 18 prior to the publishing of bids on October 1.
- The following number of items have been identified and:
    a. 2,773 lines for the 2026 Annual Buy were evaluated
    b. 360 items removed from the bid for not having any sales history in the last 4 years.
    c. 113 items Kept Item in Catalog
    d. 47 Recent New Item – Kept
    e. 247 items we have Updated the specifications for the following reasons:
        i. Item was previously listed as an ONLY, meaning we would only accept a specific Manufacturer Model number. Specification changed to an Equivalent thus opening up the possibility of another manufacturer's model number could be bid.
        ii. Added additional equivalent manufacturers to encourage others to bid. Sometimes if a vendor sees it listed in the specification they will bid, otherwise they overlook it.
    f. 2 items moved to another bid section to align with vendors that would bid these items

b. **Secondary Goal:** Compare Annual Buy prices with marketplace competitors to measure relative savings.
    i. The data confirms that the Annual Buy Program is delivering exceptional value. By utilizing this program rather than standard year-round procurement channels, school districts are seeing an average 103% difference in markup.
    ii. 426 items have been analyzed; districts are avoiding costs that would have more than doubled their expenditures had they sourced outside of the Annual Buy. These savings allow for:
        - Budget Reallocation: Redirecting funds back into classroom resources and student services.
        - Increased Purchasing Power: Enabling districts to acquire a higher volume of necessary supplies within existing budget constraints.
        - Price Stability: Protecting district budgets from the volatility of the open market.

5. **Annual/Paper Buy**
    a. **Definition of the Annual Buy:** This is a line item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed to schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.
    b. **2026 ESUCC-Annual Buy**
        i. Annual Buy closed on April 13. Orders sent to vendors in the amount of $1,534,469.52 This is down $107,854.98 from 2025 totals.
        2026 - $1,534,469.52
        2025 - $1,642,324.50
        2024 - $2,041,955.67
        2023 - $2,203,986.80
        2022 - $2,304,945.85
        2021 - $2,146,253.88
        2020 - $2,389,178.36
        2019 - $2,280,138.82
        2018 - $2,282,359.68
        2017 - $2,407,565.41
    c. **Annual Renewals – currently collecting orders**
        i. **Deadline May 15**
            1. Swank Motion Pictures – Movie Licensing (Extended to May 30)
                a. 147 orders $174,954 in orders to date (May 5)
            2. World Book – Updated Encyclopedia, Rule 10
                a. 84 orders $105,153.24 in orders to date (May 5)
        ii. **Deadline May 30**
            1. Zoom Services
                a. 27 MSA's Returned totaling $306,306.64 (May 5)
        iii. **Deadline June 15 (Orders accepted year-round)**
            1. Securly
                a. Securly – Internet Filtering, Classroom management, MDM, Student Wellness
                    i. 20 orders $50,333.65 in orders to date (May 5)
        iv. **Deadline June 28**
            1. JourneyEd - Adobe
                a. 91 orders $60,050 in orders to date (May 5)
        v. **Deadline July 15**

1. Infobase
    a. 4 orders $26,007.88 in orders to date (May 5)

6. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 31 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.
    a. **2025 Assessments to be paid to AEPA**
        i. $4,446.71
            - Calculation (Yearly Sales * .00035) + $2,500 Fixed Assessment
            - ($5,562,027.34 * .00035) +$2,500 = $4,446.71
    b. **Spring AEPA Meeting April 27-29**
        i. Board Meeting held Friday April 24th via Zoom
            - Key actions included approving the agenda and minutes from the previous meeting, as well as financial statements.
            - Action Item: For AEPA join the National Cooperative Procurement Partners (NCPP) as a Cooperative Procurement Partner. Costs will be funded through the approved 2026 Marketing Budget
            - Approval of the 027.5 Categories
                a. 027.5A Recreational Structures (rebid of 023.5 category)
                b. 027.5B HVAC (previously attempted with no award)
                c. 027.5C Flooring
                d. 027.5D Auditorium, Stadium, and Field Seating
                e. 027.5E Emergency Vehicles
            - Award Recommendations for Solicitation 026.5
                a. 026.5-A Ind Arts and CTE
                b. 026.5-B Inst Kitchen Equip and Smallware's
            - Approve Governing Documents changes – First Reading
            - Committee Reports to the Board
                a. Solicitation Committee
                b. Marketing Committee
                c. Reporting Committee
                d. Website Committee
                e. Engagement Committee
                f. Meeting Planning Committee
            - AESA Update
            - AD HOC Committee for Capacity and Sustainability
                a. Background Information

b. Report Recommendations
    i. Presentation
    ii. In Summary: The AEPA Ad Hoc Committee presented two primary recommendations to address organizational sustainability and the limitations of its current volunteer-led model.
        1. The first and preferred recommendation is for the Board to authorize executive leadership to negotiate a final agreement with TruPointe, a third-party organization that would provide professional management support, including an online reporting system and expanded marketing expertise.
        2. Alternatively, the Committee recommends that the Board approve an increase in the Member Assessment Fee from .00035 to .08 on sales, effective January 1, 2027, to fund the hiring of additional internal staff to meet AEPA's critical near-term and long-term operational needs. While the Committee identified hiring internal staff as an option, it also noted that this approach would be costly and might not receive necessary support from member agencies.

- The Board held elections for Vice-President and Secretary
- Vendor Roundtables
    a. Monday 8:30 am to 5:15 pm ESUCC staff met with 23 vendors one on one to discuss Planning and Marketing for the next year. Each vendor session lasted 15 minutes each.

c. Tuesday was a day for a keynote speaker and Professional Development for Board Members and Vendors alike
    i. **Keynote Speaker** (Torsten Gross is a true maverick—defined by defying expectations and turning every "no" into a "yes." At 15, a diving accident in the Bahamas left him a C6 quadriplegic and became one of the most transformative days of his life, fueling him to break barriers. Since then, he's become the world's only quadriplegic rescue scuba diver, completed 12 marathons in 12 months, and built a successful marketing career, including serving as CMO of Aloqia. In 2021, Torsten began car racing, competing in International GT, SCCA, and the World Racing League in a hand-controlled Porsche GT4. Through racing, leadership, and the Just Hands Foundation, he shows how limits can become superpowers.
d. **Leveling the Playing Field: Cooperative Contracts & Rural Access**
    i. How cooperative contracts help small and rural districts gain access to pricing, vendors, expertise, and solutions that would otherwise be out of reach. **PRESENTER: Jeremy Dombek, Hellas**

ii. **Cooperative Purchasing in Practice: Rules, Realties, and Variations (Panel Discussion).** A practical conversation focused on building shared understanding around cooperative purchasing. Panelists will explore common questions about legality, state-to-state variation, and how cooperative purchasing applies across different project types—including construction—acknowledging that answers are not always universal. **PANELISTS: Craig Nelson, Tremco; Sarah Morehead, FieldTurf; Andy Stroud, CA; Mark Carollo, PA; Craig Peterson, NE**

iii. **Telling the Cooperative Story: Communicating Value with Clarity and Confidence.** How to communicate the value of cooperative contracts clearly, accurately, and responsibly —internally, externally, and to end users. **PRESENTER: Phil Santoro, Tremco**

iv. **Trust at Scale: Customer Service in Cooperative Purchasing.** What excellent customer service looks like when responsibility is shared. This session explores expectations, breakdown points, and best practices for maintaining trust at scale. **PRESENTERS: Meghan Cropp, WI; Aaron Nielsen, Quill**

v. **From Contract to Collaboration: Making Partnerships Work in Practice (Panel Discussion).** A thoughtful conversation about what happens after a cooperative contract is awarded—and how communication, relationships, and shared experiences help turn contracts into strong, productive partnerships. **PANELISTS: Heather Smith|Helen Schleis, School Specialty; Stephanie Kessler,CDWG; Brian Nagel, Daktronics; Todd Merriman, TX**

i. Wednesday

- **8:15 AM – NOON** The Connection Exchange is designed to foster meaningful, practical conversations across AEPA members and vendor partners. Unlike traditional roundtables, this is a participant-driven, interactive experience where attendees will move between discussions and engage with a variety of perspectives. Participants will select four discussion topics during the session, allowing for flexibility, engagement, and diverse interaction.
- **1:00 PM – 4:30 PM** VENDOR GROUP B | PARTNER LIGHTNING TALKS. Vendors provided a 5-minute lightning talk. 28 vendors in total presented.

a. **Future AEPA Meetings**

- 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
xiii. Dex Imaging - Streamline, Digitize, Transform: Modern Workflow Solutions for K–12 and Public Agencies
xiv. Hubert - Smarter Purchasing, Fewer Headaches: How Nutrition Leaders Can Save Time, Money, and Stay Compliant
xv. IKIO - Understanding the Best LED Lighting Upgrades for Your Athletic Facilities

**2. Marketing**

a. 14 Campaigns have been sent/scheduled since the last meeting –Please share the list with your Superintendents and other appropriate groups.
   i. Just Right Reader - Summer Success: Retaining Literacy Skills Beyond the School Year – 39.7% open rate
   ii. Brisk Teaching: AI That Actually Knows What You Teach – 40.5% open rate
   iii. Annual Buy 2026 - 4 Days to Deadline – 42.5% open rate
   iv. Best Plumbing - April 2026 New Items – 44.3% open rate
   v. Annual Buy 2026 - Last Call! – 42.4% open rate
   vi. What is SchoolsPLP & How is it different than what I currently use? – 33.9% open rate
   vii. eMackin Monthly Digital Digest – 38% open rate
   viii. Reminder: 2026 Annual Subscription Renewal Window – 44.1% open rate
   ix. Stop Shopping Around – Your Best Purchasing Partner is Already Here! – 42.5% open rate
   x. Busch Systems - Benefits of Modular Stations – 39.5% open rate
   xi. 2026-2027 Food Program Sign Up Time -Competitively bid food items – 51.9% open rate
   xii. Rooted in Flavor - Sysco School Food Showcase – 43.9% open rate
   xiii. Capstone - Helping Every Nebraska Student Read, Learn, and Explore – 34.8% open rate
   xiv. Brisk Teaching: AI That Actually Knows What You Teach – 37.2% open rate
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.

3. **Additional Information & Meetings**
    i. **Communications with the following vendors/organizations since last board meeting:** ResoluteGuard, Unanimous, ESU 4 & 6, ESU 16 & Zoom (Mark Manners) weekly,
    ii. **Conferences/Webinars/Trainings**: AEPA Monthly Webinar, AEPA Business Meeting Zoom, AEPA Spring Meeting in Person, Nebraska Educational Technology Association (NETA)

# CEO Report to the Board
# May 2026

**Committee Meetings Date:** May 14, 2026

**Board Meeting Date:** May 15, 2026

# Executive Committee

## Personnel Update

- PowerSchool Support Specialist
  - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
  - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
  - The offer will be made the week of June 22, 2026, at the latest.
  - The start date will be July 13, 2026.
- Level 3 Software Developer/Integrator
  - Position was posted on April 10, 2026 and closed May 8, 2026.
  - Interviews scheduled for May 18- May 22, 2026.
  - Offer/hire will be made should a viable candidate arise.
- 2026-2027
  - Contracted Support
    - Tech Development
    - Professional development support
  - PowerSchool Support Specialist, if necessary

## Budget Update

- Update on where we are with the budget process
- PowerSchool and Coop budgets increasing
- On track for pre-view in July

## ESUCC Board Member Succession Planning

- What should the next ESUCC Board member know and understand?

- Current Mentoring Guidelines for ESU Administrators - Key Discussion Topics:
  - ESUCC Organizational Chart
  - Role of the ESUCC Board Member
  - ESUCC Meetings
  - MSA
  - ESUCC Policy Manual
  - Sparq: Meetings and Negotiations Software process
  - ESUCC Website
  - Expectations and roles of standing and ad-hoc committees
  - Acronym list
  - PDO, Affiliates, Cadres
  - ESUCC Finances
  - ESU Boundaries
  - ESU Standards

# Educational Resources Committee

## Personnel Update

- PowerSchool Support Specialist
  - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
  - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
  - The offer will be made the week of June 22, 2026, at the latest.
  - The start date will be July 13, 2026.
- 2026-2027 Budget Work
  - Contracted Support - Professional development support
  - PowerSchool Support Specialist, if necessary

# Legal Committee

## Board Member Mileage Policy and Procedure

- Policy from Perry Law Firm
- Discuss Procedure

esucc
Educational Service Unit Coordinating Council

# Information Services Committee

## Personnel Update

- 2026-2027 Budget Work
    - Contracted Support for Tech Development

# Full Board

## Personnel Update

- PowerSchool Support Specialist
    - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
    - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
    - The offer will be made the week of June 22, 2026, at the latest.
    - The start date will be July 13, 2026.
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    - Position was posted on April 10, 2026 and closed May 8, 2026.
    - Interviews scheduled for May 18- May 22, 2026.
    - Offer/hire will be made should a viable candidate arise.
- 2026-2027
    - Contracted Support
        - Tech Development
        - Professional development support
    - PowerSchool Support Specialist, if necessary

## Board Member Mileage Policy and Procedure

- Policy from Perry Law Firm
- Discuss Procedure

## Podcast at Annual Conference

- Andrew Easton, CLO, will be doing a podcast at the AESA Annual Conference

# Strategic Planning Update

- Focus groups have been scheduled:
  - ESUCC Board - May 19, 2026 at 11am
    - This will be published as an open meeting
  - Affiliate Chairs - May 21, 2026 at 12pm
  - ESUCC Staff - June 16, 2026 at 10am
  - Service Recipients - June 16, 2026 at 12pm
  - Chiefs - June 19, 2026 at 10am
  - Associations - June 23, 2026 at 11am

ESUCC
Legal Committee Meeting
Thursday, May 14, 2026, 2:00 PM
ESU 10 plus Zoom, 76 Plaza Blvd, Kearney, NE 68845

Attendance Taken at 2:00 PM.

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

Attendance Update Taken at 2:03 PM.

| | |
|---|---|
| Dr. Dan Schnoes (NE) (ESU 03): | Present |

1. Call to Order

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

The Legal Committee Meeting was called to order at 2:00pm.

1.1. Roll Call

2. Cooperative Purchasing (Coop) Update

Craig Peterson, Director of Cooperative Purchasing, will provide an update to the board.

2.1. Cooperative Purchasing (Coop) Interlocal Agreements

**RESOLUTION**

WHEREAS, on May 15, 2026, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreements with:

• Nebraska Game & Parks Commission
• Mid Plains Community College
• Western Nebraska Community College
• City of Crete

to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

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

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

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

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

**Recommended Motion:** Recommend to the ESUCC Board to approve the attached Resolution, as presented.

Recommend to the ESUCC Board to approve the attached Resolution, 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 |
| 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: 6, Nay: 0

2.2. Cooperative Purchasing (Coop) AEPA Contracts

Craig Peterson, Cooperative Purchasing Director, will discuss AEPA Extension with Romtec, Inc. and the following AEPA 026.5 Contracts:

- Blick Art Materials LLC
- Midwest Technology Products
- Paxton Patterson

- Pitsco Education LLC
- Culinary Depot
- Hubert
- Douglas Equipment

**Recommended Motion (1):** Recommend to the ESUCC Board to approve the AEPA Extension with Romtec, Inc. as presented.

**Recommended Motion (2):** Recommend to the ESUCC Board to approve the AEPA 025.6 Contracts, as presented.
Recommend to the ESUCC Board to approve the AEPA Extension with Romtec, Inc. as presented Passed with a motion by Poppert, John (ESU 11) and a second by Heimann, Bill (ESU 01).

| | |
|---|---|
| Dr. Bill Heimann (ESU 01): | 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: 6, Nay: 0
Recommend to the ESUCC Board to approve the AEPA 025.6 Contracts, as presented Passed with a motion by Harris, Drew (ESU 09) and a second by Heimann, Bill (ESU 01).

| | |
|---|---|
| Dr. Bill Heimann (ESU 01): | 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: 6, Nay: 0

2.3. Cooperative Purchasing (Coop) Special Buy Contracts/Addendums/Extensions

Craig Peterson, Cooperative Purchasing Director, will discuss the Special Buy Contracts/Addendums/Extensions for the following:

- Special Buy Agreements:
    - Pittsburgh Paints Co.
    - Bound to Stay Bound Books
    - Digital Red
    - Companion Corporation
- Extensions:
    - ACCO Brands USA LLC
    - HD Supply

**Recommended Motion:** Recommend to the ESUCC Board to approve the Special Buy Contracts/Addendums/Extensions, as presented.
Recommend to the ESUCC Board to approve the Special Buy Contracts/Addendums/Extensions, as presented Passed with a motion by Wheelock, Melissa (ESU 10) and a second by Poppert, John (ESU 11).

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

Yea: 7, Nay: 0

2.4. Cooperative Purchasing (Coop) Contract with Euna Solutions

Craig Peterson, Cooperative Purchasing Director, will discuss the contract with Euna Solutions for IonWave Technologies bidding solution.

**Recommended Motion:** Recommend to the ESUCC Board to approve the contract with Euna Solutions for IonWave Technologies bidding solution, as presented.
Recommend to the ESUCC Board to approve the contract with Euna Solutions for IonWave Technologies bidding solution, as presented Passed with a motion by Schnoes (NE), Dan (ESU 03) and a second by Picquet, Phillip (ESU 15).

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

Yea: 7, Nay: 0

2.5. Peterson Report
ESUCC Cooperative Purchasing Director Craig Peterson reviewed the attached 2026-05 Coop Peterson Report document.

3. Board Member Mileage
ESUCC CEO Dr. Polk received feedback and the drafted policy from Perry Law Firm. This policy reflects the recommended elements brought forward in the April ESUCC Board Meeting.

ESUCC CEO Dr. Polk will discuss the process for mileage reimbursement given suggestions from the full board.

**Recommended Motion:** Recommend to the ESUCC Board to approve Policy 1024. ESUCC Board Member Mileage Reimbursement, as presented.
Dr. Dan Schnoes, Administrator of ESU 3, requested a brief explanation regarding how the board member mileage reimbursement topic was introduced, as he was unable to attend the meetings where the matter was initially discussed. Dr. Melissa Wheelock, Administrator of ESU 10, provided an overview of the prior discussions. A question was raised regarding whether a service unit could choose to opt out of receiving mileage reimbursement, and it was confirmed that ESUs can elect to opt-out. ESUCC CEO Dr. Polk made note of language in the policy stipulating mileage reimbursement when the Administrator attends in-person, not when he/she sends a representative.

Recommend to the ESUCC Board to approve Policy 1024. ESUCC Board Member Mileage Reimbursement, as presented Passed with a motion by Heimann, Bill (ESU 01) and a second by Picquet, Phillip (ESU 15).

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

Yea: 7, Nay: 0

4. Chief Executive Officer (CEO) Report

   CEO Report to the Board - May 2026

5. Next Meetings Agenda Items
   An update on the interim studies was requested to be on the next meeting agenda.

6. Adjournment
   The Legal Committee Meeting was adjourned at 2:30pm.

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

# RESOLUTION

WHEREAS, on May 15, 2026, at a duly convened and scheduled meeting of the Educational Service Unit Coordinating Council, also known as the ESUCC, it was recommended and deemed advisable that the Council enter into the Interlocal Agreements with:

- Nebraska Game & Parks Commission
- Mid Plains Community College
- Western Nebraska Community College
- City of Crete

to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

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

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

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

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

It was so moved by _____ and seconded by _____ this 15th day of May, 2026.

Roll call vote as follows:

| | Name | Yes | No |
|---|---|---|---|
| ESU 1: | _____ | ___ | ___ |
| ESU 2: | _____ | ___ | ___ |
| ESU 3: | _____ | ___ | ___ |
| ESU 4: | _____ | ___ | ___ |

ESU 5: _____ ___ ___

ESU 6: _____ ___ ___

ESU 7: _____ ___ ___

ESU 8: _____ ___ ___

ESU 9: _____ ___ ___

ESU 10: _____ ___ ___

ESU 11: _____ ___ ___

ESU 13: _____ ___ ___

ESU 15: _____ ___ ___

ESU 16: _____ ___ ___

ESU 17: _____ ___ ___

ESU 18: _____ ___ ___

ESU 19: _____ ___ ___

# INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

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

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

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

WHEREAS, the ESUCC and City of Crete desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

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

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

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

with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Employment Eligibility Verification.** The Agencies shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in

the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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ESUCC: ESUCC
Attn: Executive Director

6949 South 110th Street
LaVista, NE 68128

City of Crete: City of Crete
Attn: _____
243 E 13th St
Crete, NE 68333

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

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

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

**21. Entire Agreement.** The Agreement is the complete and

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

**EDUCATIONAL SERVICE UNIT**
**COORDINATING COUNCIL**

Signature:_____Date: _____
Larianne Polk
Chief Executive Officer

_____

Signature:_____Date: _____

Printed Name: _____

Title: _____

# INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

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

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

WHEREAS, the ESUCC and Mid Plains Community College desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

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

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

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes

and ordering procedures;

WHEREAS, Mid Plains Community College commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

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

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

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

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purchases. Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation for either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

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

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

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

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

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

WNCC: Mid Plains Community College
Attn: _____
1101 HALLIGAN DR
North Platte, NE 69101

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

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

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**EDUCATIONAL SERVICE UNIT**
**COORDINATING COUNCIL**

Signature:_____Date: _____
Larianne Polk
Chief Executive Officer

_____

Signature:_____Date: _____

Printed Name: _____

Title: _____

# INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC/GOVERNMENTAL PURCHASING

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

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

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

WHEREAS, the ESUCC and Nebraska Game and Parks Commission desire to jointly bid and contract, for supplies, materials, equipment, and services through the ESUCC's Cooperative Purchasing Program;

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

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

WHEREAS, the ESUCC will provide organizational and administrative structure for sourcing/bidding; provide marketing of

Nebraska ESUCC Cooperative Purchasing to expand membership, awarded contracts, and commodity categories; and provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

WHEREAS, Nebraska Game and Parks Commission commits to participate in the Nebraska ESUCC Cooperative Purchasing program by purchasing goods and services from awarded contracts when in the best interest of the entity and to pay awarded vendors in a timely manner per the Terms & Conditions of the contract for all goods and services received and

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

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

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

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

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

NE Game and Parks: Nebraska Game and Parks Commission
Attn: _____
2200 N 33rd Street
Lincoln, NE 68503

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

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**EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL**

Signature:_____Date: _____
Larianne Polk
Chief Executive Officer

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Signature:_____Date: _____

Printed Name: _____

Title: _____

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

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with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures;

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ESUCC: ESUCC

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

WNCC: Western Nebraska Community College
Attn: _____
1601 E 27th Street
Scottsbluff, NE 69361

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

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**EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL**

Signature:_____Date: _____
Larianne Polk
Chief Executive Officer

_____

Signature:_____Date: _____

Printed Name: _____

Title: _____

## AEPA #023.5-B Playground & Recreational Equipment

# EXTENSION OF AGREEMENT

made by and between

## Romtec, 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, as modified by fully agreed upon Exceptions and Deviations, if any, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: June 1, 2026 – May 31, 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 _____

# 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

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| | | | |
|---|---|---|---|
| **Business Name** | Blick Art Materials LLC | **Date** | 2/5/2026 |
| **Address** | PO Box 1267 | **City, State Zip** | Galesburg, IL 61402 |
| **Contact Person** | Heather Havens | **Title** | Director of Institutional Sales |
| **Authorized Signature** | Heather B Havens | **Title** | Director of Institutional Sales |
| **Email** | contracts@dickblick.com | **Phone** | 800-704-7744 |

## 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 May 31, 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** | |
| **Date Awarded** | May 15, 2026 |
| **Contract Number** | AEPA 026.5A Ind-Arts-CTE |

**Contract to commence-check one (Member Agency to select)** ☐ 6/1/2026 ☒ **Or** Date Signed

# Acceptance of Solicitation & Contract

Association of Educational Publishers

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| | | | |
|---|---|---|---|
| **Business Name** | MIDWEST TECHNOLOGY PRODUCTS | **Date** | 2-4-2026 |
| **Address** | 2600 BRIDGEPORT DRIVE | **City, State Zip** | SIOUX CITY IA 51111 |
| **Contact Person** | SARAH CRUZ | **Title** | CONTRACT MANAGER |
| **Authorized Signature** | Sarah Cruz | **Title** | CONTRACT MANAGER |
| **Email** | SCRUZ@MIDWESTTECHNOLOGY.COM | **Phone** | 800-831-5904 |

## 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 May 31, 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** | | | |
| **Date Awarded** | May 15, 2026 | **Contract Number** | AEPA 026.5A Ind-Arts-CTE |
| **Contract to commence-check one (Member Agency to select)** | ☐ 6/1/2026 | ☒ **Or** | Date Signed |

# Acceptance of Solicitation & Contract

Association of Educational

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| | | | |
|---|---|---|---|
| **Business Name** | Paxton/Patterson | **Date** | 3/12/26 |
| **Address** | 4141 W. 126th St | **City, State Zip** | Alsip, IL 60803 |
| **Contact Person** | Danielle Glodowski<br>VP of Operations | **Title** | Danielle Glodowski<br>~~VP of Operations~~ |
| **Authorized Signature** | | **Title** | Danielle Glodowski<br>VP of Operations |
| **Email** | Sales@paxpat.com | **Phone** | 800-323-8484 |

**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 May 31, 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** | |
| **Date Awarded** | May 15, 2026 |
| **Contract Number** | **AEPA 026.5A Ind-Arts-CTE** |
| **Contract to commence-check one (Member Agency to select)** | ☐ 6/1/2026 ☒ **Or** **Date Signed** |

# Acceptance of Solicitation & Contract

Association of Educational Purchasing Agents

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| | | | |
|---|---|---|---|
| **Business Name** | Pitsco Education, LLC | **Date** | January 21, 2026 |
| **Address** | 915 E. Jefferson, PO Box 1708 | **City, State Zip** | Pittsburg, KS 66762 |
| **Contact Person** | Angela Watson | **Title** | Bid Coordinator |
| **Authorized Signature** | Angela Watson | **Title** | Bid Coordinator |
| **Email** | bids@pitsco.com | **Phone** | 800-835-0686 |

## 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 May 31, 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** | |

| | | | |
|---|---|---|---|
| **Date Awarded** | May 15, 2026 | **Contract Number** | AEPA 026.5A Ind-Arts-CTE |
| **Contract to commence-check one (Member Agency to select)** | ☐ 6/1/2026 | ☒ **Or** | Date Signed |

# Acceptance of Solicitation & Contract

Association of Educational

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| | | | |
|---|---|---|---|
| **Business Name** | Culinary Depot | **Date** | 1/22/2026 |
| **Address** | 67 NY-59 | **City, State Zip** | Spring Valley, NY 10977 |
| **Contact Person** | Ariel Sobin | **Title** | Sales/Contract Manager |
| **Authorized Signature** | | **Title** | Sales/Contract Manager |
| **Email** | ariels@culinarydepot.com | **Phone** | 845-414-2407 |

**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 May 31, 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** | | | |
| **Date Awarded** | May 15, 2026 | **Contract Number** | AEPA 026.5A Inst-Kitchen |
| **Contract to commence-check one (Member Agency to select)** | ☐ 6/1/2026 | ☒ **Or** | Date Signed |

# Acceptance of Solicitation & Contract

Association of Educational Purchasing Agencies

**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.

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| | | | |
|---|---|---|---|
| **Business Name** | Douglas Equipment | **Date** | 2/9/2026 |
| **Address** | 301 North Street | **City, State Zip** | Bluefield, WV 24701 |
| **Contact Person** | Karen Waldron | **Title** | Contract Specialist |
| **Authorized Signature** | | **Title** | |
| **Email** | karen@douglasequipment.us | **Phone** | 276-970-0195 or 304-327-0149 |

## 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 May 31, 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** | | | |
| **Date Awarded** | May 15, 2026 | **Contract Number** | AEPA 026.5A Inst-Kitchen |
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# Acceptance of Solicitation & Contract

Association of Educational

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| | | | |
|---|---|---|---|
| **Business Name** | HUBERT CO | **Date** | 2-6-26 |
| **Address** | 9555 Dry Fork Rd | **City, State Zip** | Harrison, OH 45030 |
| **Contact Person** | Dean Alessandrini | **Title** | Business Development Mgr. |
| **Authorized Signature** | | **Title** | Business Development Mgr. |
| **Email** | dalessandrini@hubert.com | **Phone** | 513-706-7839 |

## PART II: AWARDING MEMBER AGENCY

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| **Awarding Agency** | ESU Coordinating Council, NE |
| **Authorized Representative** | Larianne Polk |
| **Authorized Signature** | |
| **Date Awarded** | May 15, 2026 |
| **Contract Number** | AEPA 026.5A Inst-Kitchen |
| **Contract to commence-check one (Member Agency to select)** | ☐ 6/1/2026 ☑ **Or** Date Signed |

**ADDENDUM/EXTENSION TO 2023-2026 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND HD SUPPLY INC.**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and HD Supply, Inc. ("Contractor") to the 2023-2026 Special Buy Agreement ("Agreement") signed by the Cooperative on August 30, 2023, and by the Contractor on August 17, 2023. The Addendum is as follows:

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

**1.** Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 2 of this Addendum.

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

**3.** **Administrative Fee.** Contractor shall calculate and remit an administrative fee of two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice from the Cooperative. Failure to receive an invoice from the Cooperative

does not relieve the Contractor of the obligation to remit fees by the established deadline.

4. **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."
5. **Artificial Intelligence.** For vendors providing, using, or incorporating Artificial Intelligence-powered educational tools or services, additional data privacy terms shall apply as set forth in Exhibit "E."

No Changes to Terms and Conditions Agreement.

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

No Changes to Exhibit A.

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

No Changes to Exhibit B.

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until August 31, 2029. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

| **CONTRACTOR** | **COOPERATIVE** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: Larianne Polk |
| Title: _____ | Title: Chief Executive Officer |
| Date: _____ | Date: _____ |

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**
**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes: No:
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes: No:
    c. If "Yes", Order receipt method: Email: cXML:
        i. If "Email" address to deliver orders to:
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):
            Contact email address:
            Contact Phone:
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name:
    **b.** Title:
    **c.** Phone:
    **d.** Email:
4. **Invoice Method**
    a. Vendor invoices Members direct
5. **Sales Reporting**
    a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
    b. Vendor contact information for sales report questions:
    Contact (First, Last name):
    Contact email address:
    c. Sales report must include the following
        - Member Name
        - Member City
        - List Price
        - Member Cost
        - Member Savings
        - Admin Fee Amount Due
    d. ESUCC Admin Fee
        - Vendor must submit payment of Admin Fee to ESUCC quarterly
        - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
        - Remit Admin Fee payment to:
        ESUCC
        6949 South 110th Street
        LaVista, NE 68128

1. **Product Information URL:**

# EXHIBIT "E"

## AI-Powered Educational Tools Privacy Addendum

### ARTICLE I: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**1.11 De-Identified Data** means information that has been collected, manipulated, or anonymized that does not identify individual students and for which there is no reasonable basis to believe that the information can be used to identify an individual student. De-identification requires the removal of all direct and indirect student

identifiers, including but not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID.

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

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

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

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

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

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

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

**1.19 Subprocessor** means a party other than the Cooperate, 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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.

2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.

3. **Administrative Fee.** Administrative Fee. Contractor shall calculate and remit an administrative fee of two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

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

**4. Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

**7. Student Privacy Protections.**

A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

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

C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.

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

E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

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

I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

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

M. **Rights and License in and to Data**. Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

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

O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and

use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

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

**8. Termination.**

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

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

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

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

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

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

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

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

**9. Indemnification.**

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

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

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

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

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

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

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

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per person and $5,000,000 per occurrence; and
B. If applicable, workers compensation coverage meeting all statutory requirements.

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

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

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

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

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

**16.** **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

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

**18.** **Taxpayer Identification.** Contractor's federal employer identification number is: _____

**19.** **Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

**20.** **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return

receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

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

With copy to:

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

Contractor: _____
_____
_____

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

**21. Warranties and Specifications**. Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, ESUCC, or the Cooperative upon request.

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

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

**24. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

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

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

**27. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

**28. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.

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

**30. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

**31. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

**32. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

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

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

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

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

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

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

| **CONTRACTOR** | **COOPERATIVE** |
|---|---|
| By: _____ | By: _____ |
| Name: _____ | Name: Larianne Polk |
| Title: _____ | Title: Chief Executive Officer |

Date: _____ Date: _____

**EXHIBIT "A"**

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

**EXHIBIT "B"**

## 1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

## 2. Payment Terms/ Payment Schedule

A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.

B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

## 3. Acceptance of Services or Products:

A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, RFQ, the time specified in a purchase order issued by the Cooperative , ESUCC, ESU, or Member, or this Agreement (whichever is later).

B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").

C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.

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

## 4. Title and Risk of Loss:

A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, ESUCC, Cooperative.

B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**

**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes:_____No:___
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders _____Yes:__No:___
    c. If "Yes", Order receipt method: Email:_____cXML:_____
        i. If "Email" address to deliver orders to:_____
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):_____
            Contact email address:_____
            Contact Phone:_____
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name: _____
    **b.** Title: _____
    **c.** Phone: _____
    **d.** Email: _____
4. **Invoice Method**
    a. Vendor invoices Members direct
5. **Sales Reporting**
    a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
    b. Vendor contact information for sales report questions:
    Contact (First, Last name):_____
    Contact email address:_____
    c. Sales report must include the following
        - Member Name
        - Member City
        - List Price
        - Member Cost
        - Member Savings
        - Admin Fee Amount Due
    d. ESUCC Admin Fee
        - Vendor must submit payment of Admin Fee to ESUCC quarterly
        - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
        - Remit Admin Fee payment to:
        ESUCC
        6949 South 110th Street
        LaVista, NE 68128
6. **Product Information URL:** _____

**EXHIBIT "D"**

**SOFTWARE LICENSE AGREEMENT**

**<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>**

## EXHIBIT "E"

## AI-Powered Educational Tools Privacy Addendum

### ARTICLE I: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.19 Subprocessor** means a party other than the Cooperate, 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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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.

Educational Service Unit Coordinating Council

# 2026-2029
# SPECIAL BUY AGREEMENT

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.

2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.

3. **Administrative Fee.** Administrative Fee. Contractor shall calculate and remit an administrative fee of two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

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

**4. Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

**7. Student Privacy Protections.**

A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

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

C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.

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

E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

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

I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

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

M. **Rights and License in and to Data**. Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

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

O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and

use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

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

## 8. Termination.

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

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

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

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

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

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

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

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

H. Termination Specific to ESUCC Special Buy 2023-2026 PPG Architectural Finishes, Inc. Contract.

Notwithstanding any other provision in this Agreement, the Cooperative and Vendor choose to terminate the Special Buy contract, identified as contract number ESUCC Special Buy 2023-2026 PPG Architectural Finishes, Inc., originally signed by both parties on August 18, 2023 and including all subsequent amendments signed on September 19, 2024 (Vendor) and September 19, 2024 (ESUCC), in whole or in part.

**9. Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

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

**18. Taxpayer Identification.** Contractor's federal employer identification number is: _____

**19. Sales Tax.** The Cooperative, ESUCC, ESUs, and Members are exempt from sales tax and shall not pay any sales tax under this Agreement. The Cooperative, ESUCC, ESUs, and/or Members will provide the Contractor with applicable sales tax exemption certificates upon written request.

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

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

With copy to:

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

Contractor: _____
_____
_____

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

**21. Warranties and Specifications**. Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, ESUCC, or the Cooperative upon request.

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

**23. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself

as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

**24. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

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

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

**27. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

**28. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.

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

**30. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

**31. Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

**32. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

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

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

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

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

Exhibit A – Scope of Goods or Services to be provided to ESUCC and Members
Exhibit B – Payment Terms & Schedule
Exhibit C – Summary of Project Deliverables

Exhibit D - Vendor Software License Agreement
Exhibit E - AI-Powered Educational Tools Privacy Addendum

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

**CONTRACTOR**

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

**COOPERATIVE**

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

**EXHIBIT "A"**

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

**EXHIBIT "B"**

## 1. Contractor's Pricing

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

## 2. Payment Terms/ Payment Schedule

A. Members will pay Contractor for all undisputed amounts for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement within thirty (30) days of receipt of invoice, provided that goods/services have been accepted by the Member as hereinafter provided.

B. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

## 3. Acceptance of Services or Products:

A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in any RFP, RFQ, the time specified in a purchase order issued by the Cooperative , ESUCC, ESU, or Member, or this Agreement (whichever is later).

B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the Member ("Delivery Notice").

C. Members shall have sixty (60) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.

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

## 4. Title and Risk of Loss:

A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, ESUCC, Cooperative.

B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**

**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes:_____No:___
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders _____Yes:__No:___
    c. If "Yes", Order receipt method: Email:_____cXML:_____
        i. If "Email" address to deliver orders to:_____
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):_____
            Contact email address:_____
            Contact Phone:_____
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name: _____
    **b.** Title: _____
    **c.** Phone: _____
    **d.** Email: _____
4. **Invoice Method**
    a. Vendor invoices Members direct
5. **Sales Reporting**
    a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
    b. Vendor contact information for sales report questions:
    Contact (First, Last name):_____
    Contact email address:_____
    c. Sales report must include the following
        - Member Name
        - Member City
        - List Price
        - Member Cost
        - Member Savings
        - Admin Fee Amount Due
    d. ESUCC Admin Fee
        - Vendor must submit payment of Admin Fee to ESUCC quarterly
        - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
        - Remit Admin Fee payment to:
        ESUCC
        6949 South 110th Street
        LaVista, NE 68128
6. **Product Information URL:** _____

**EXHIBIT "D"**

**SOFTWARE LICENSE AGREEMENT**

**<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>**

## EXHIBIT "E"

## AI-Powered Educational Tools Privacy Addendum

### ARTICLE I: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.19 Subprocessor** means a party other than the Cooperate, 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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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 Bound to Stay Bound Books, 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.

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.

2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.

3. **Administrative Fee.** Administrative Fee. Contractor shall calculate and remit an administrative fee of two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

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

**4.** **Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

**7.** **Student Privacy Protections.**

A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

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

C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.

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

E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

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

I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

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

M. **Rights and License in and to Data**. Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

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

O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and

use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

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

**8. Termination.**

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

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

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

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

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

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

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

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

**9. Indemnification.**

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

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

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

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

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

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

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

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per person and $2,000,000 per occurrence; and

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

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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: 37-0439010

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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: Bound to Stay Bound Books, Inc.
1880 West Morton Avenue
Jacksonville, Illinois 62650

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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: _____ | By: _____ |
| Name: Lori Smith | Name: Larianne Polk |
| Title: Vice President & General Manager | Title: Chief Executive Officer |

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Date: _____ Date: _____

**EXHIBIT "A"**

**SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS**
**<<VENDOR-INSERT SCOPE OF GOODS>>**
**See attachments labeled**
**"ESUCC 2026-2029 Special Buy Agreement Exhibit A"**

Bound to Stay Bound Books
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# Bound to Stay Bound Books Scope of Goods

**Bound to Stay Bound Books** (BTSB) is a leading provider of the most durable prebound children's and young adult books available, exceeding ANSI/NISO/LBI standards for quality and longevity. We offer a wide selection of titles, including paperback, large-print, and Spanish language books—all with complimentary shelf-ready processing, MARC records, and free shipping. Our product line also includes Playaway Audio Books and Merry Maker Dolls, making us a one-stop resource for school libraries and classrooms seeking high-quality, ready to use children's literature.

The prebound books BTSB provides are bound with the highest quality to withstand frequent use and library circulation. All prebound books feature the bright and colorful original artwork from the publisher printed on BTSB's KidProof™ cover materials. The guaranteed durability of BTSB's prebound books is a cost-effective way for libraries to update and expand their collections. BTSB also offers cover customization services, allowing for the creation and/or placement of a school logo on the front, back, or spine of multi-copy collections. *Bound to Stay Bound prebound books are unconditionally guaranteed against imperfections in binding or errors in processing*. Additional discounts will be available for purchases of 30 or more copies of the same title regardless of whether they are prebound hardcover or paperback format.

BTSB's dedicated customer support representatives are available during business hours via phone, email, or online chat to answer any questions a customer might have. Knowledgeable local sales representatives are available to coordinate directly with customers and assist with ordering and delivery. Shipping within the continental United State is always free and each order is packed with care and to any specifications provided.

BTSB offers a full online bookstore and catalog that is accessible at any time. The online bookstore allows users to browse, create lists, and place book orders with ease. Customers can also learn more about favorite children's authors, discover books for library professionals, and browse other offered services.

Learn more about Bound to Stay Bound Books at our website and online bookstore: www.btsb.com.

Bound to Stay Bound Books
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# The Bound to Stay Bound Books Experience

**Over 105 Years of Trusted Service to Schools and Libraries**

Bound to Stay Bound (BTSB) specializes in providing high-quality, prebound children's and young adult books to schools and libraries across all 50 states. With over a century of experience, BTSB supports districts of all sizes with fully customized and cost-effective book ordering solutions.

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**Why Choose BTSB?**

- **Proven Durability**
  All Bound to Stay Bound prebound editions meet or exceed the ANSI/NISO/LBI Z39.78 Standards for library binding. It is not uncommon for them to withstand over 200 circulations.
- **Guaranteed Quality**
  Every BTSB prebound book comes with an *unconditional binding guarantee*—if a page ever comes loose or falls out, we will replace the book at no charge.
- **Shelf-Ready, Cost-Effective**
  All orders include:
  - Free shelf-ready processing
  - Free MARC records
  - Free shipping
  - No order minimums

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**Reliable Inventory & Quick Turnaround**

- Over 1.5 million volumes in stock
- Average 94% availability on first shipment
- Orders are typically picked, processed, and shipped within 10 working days

---

**Dedicated Customer Support**

Each school district is supported by a dedicated local Sales Representative and an assigned Customer Support Representative. This team ensures:

- Personalized guidance
- Order accuracy
- Seamless communication throughout the process

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**In-House Quality Control**

All BTSB services are performed in-house—nothing is subcontracted. This ensures consistent, high-quality production and accountability across every step.

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**Our Mission**

To deliver long-lasting, high-quality books that save schools time and money by reducing the need for repairs and replacements—while providing exceptional customer service through transparent, responsive communication.

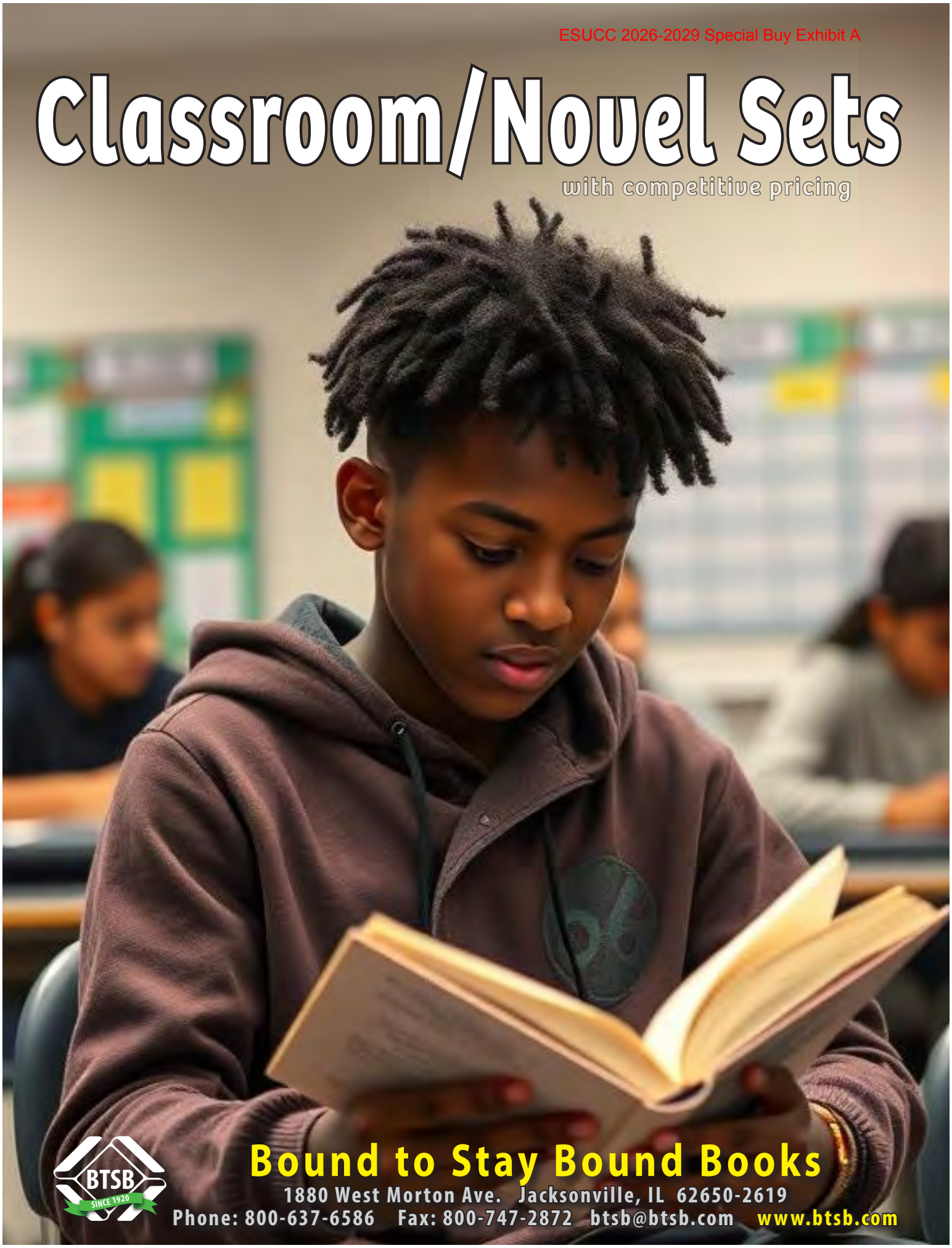
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**Learn more at: www.btsb.com**
Or contact your local BTSB Sales Representative for details.

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# Classroom/Novel Sets

with competitive pricing



## Bound to Stay Bound Books

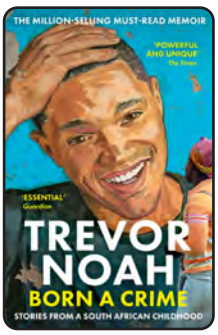
1880 West Morton Ave. Jacksonville, IL 62650-2619
Phone: 800-637-6586 Fax: 800-747-2872 btsb@btsb.com www.btsb.com

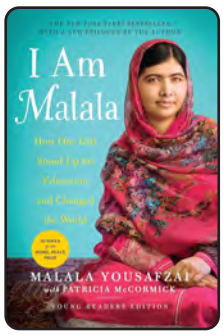
# Popular Novel Sets

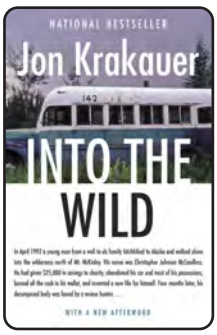
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***Can't find the title you are looking for on the BTSB Bookstore?***
***Provide the author, title, ISBN and quantity of any title in print and receive a free quote.***
***Classroom sets are available in paperback, trade hardcover, or BTSB prebound hardcover.***

## www.btsb.com/services/classroom-sets



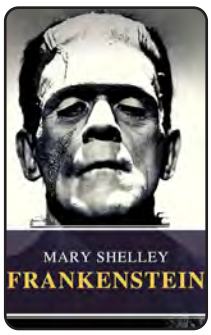



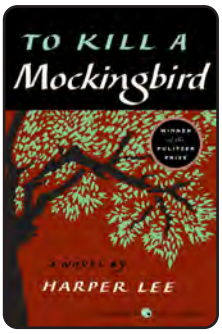









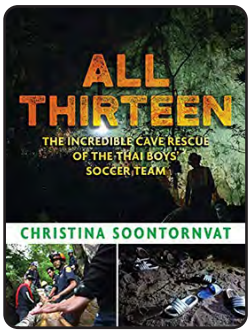



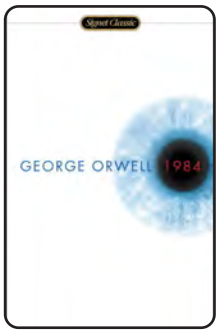



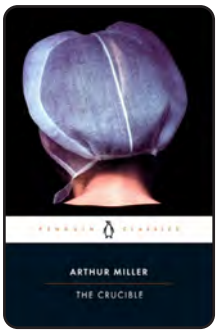






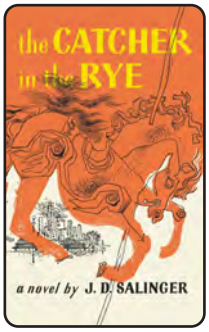



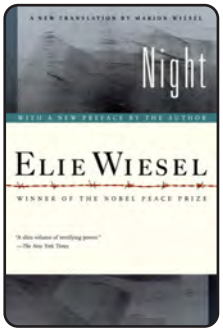


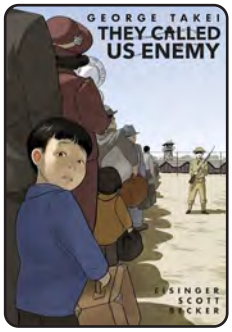


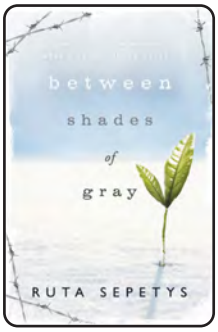








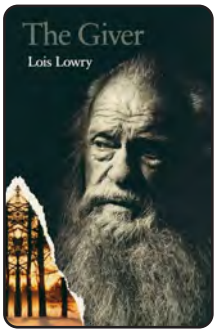



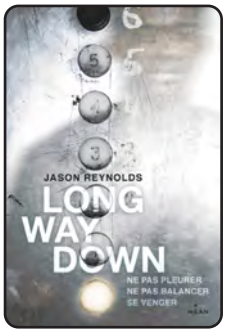



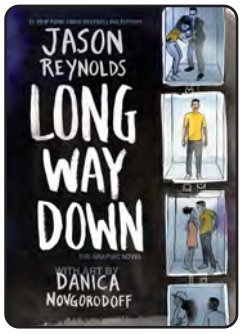






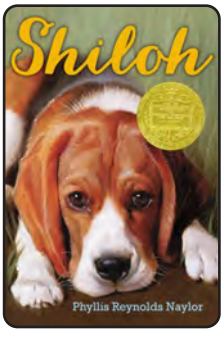



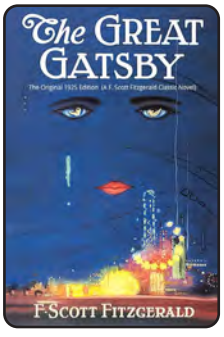



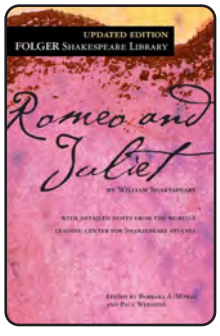



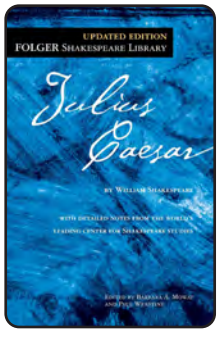


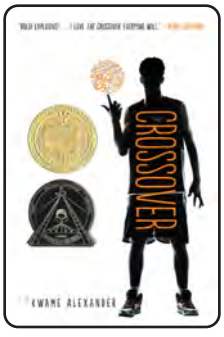







ESUCC 2026-2029 Special Buy Exhibit A

# FAQ Frequently Asked Questions

**Competitive Pricing**

**Do you offer classroom sets in a paperback edition?**

YES!

**BTSB offers over 16,000 paperbacks, or if you are unable to find what you are looking for in our BTSB Bookstore, contact us!**




**I like adding Kapco covers to my paperbacks to help reinforce them, but it takes me so long. If I order my novels in paperback editions, can I have you apply the Kapco protective covers for me?**

YES!

**BTSB offers many processing services to save you time. Kapco covers can be added to any custom order quote so the books arrive ready to use.**

**My novels require barcodes so that I can inventory them, can you add that to my book order?**

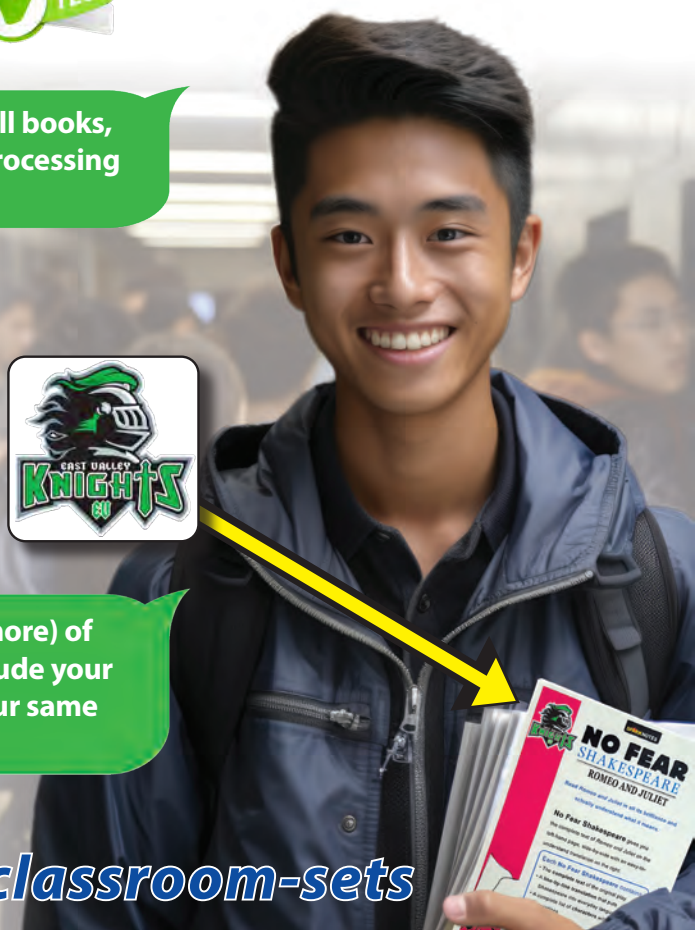
YES!

**BTSB offers a Free Processing option on all books, and you can customize any of our other processing options to your specific needs.**

**If I order 30 (or more) copies of the same book in a BTSB Prebound Edition can I get our School Logo printed directly on the book cover?**

YES!

**Any prebound book order with 30 (or more) of the same book can be customized to include your school logo at no additional cost with our same BTSB Unconditional Guarantee.**

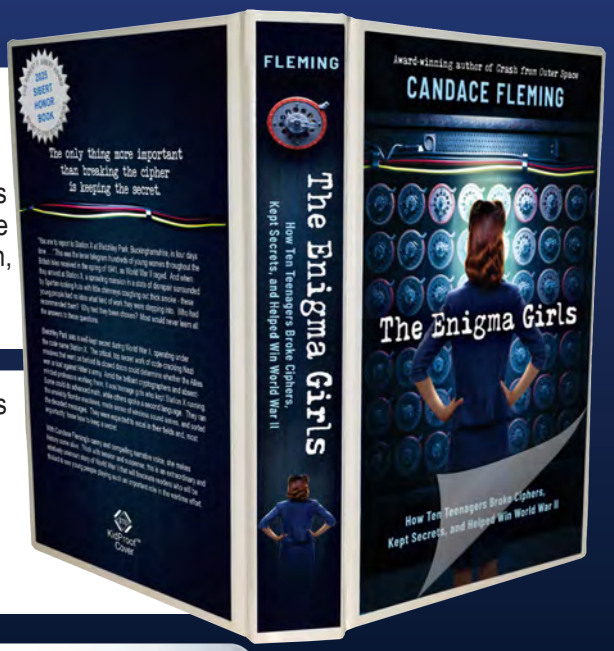



**www.btsb.com/services/classroom-sets**

# The Bound to Stay Bound Difference

## Picture Cover Plus™

BTSB Picture Cover Plus™ is imprinted with the title's original artwork. The blurb from the jacket is printed on the back cover. A protective high tack gloss lamination is applied to further enhance protection, assure increased circulation, and making it surface washable with disinfecting wipes.




## Cover Material

Our durable KidProof cover material is a nylon reinforced, material specially designed for BTSB. This material exceeds the LBI specification even before it is laminated. No other company uses this material.

## Library Corners

All cases are made by using library corners. A double fold of our cover material on both sides of all four corners reinforces the book corners and protects against fraying, bending, and turning, which assures greater durability and longer life. This causes the corner of the cover to appear to be a bit rounded.



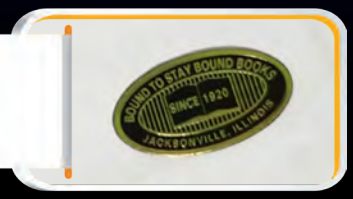
## Back Lining

All back lining extends down the side of the book onto the pages 1" on each side. It acts as a bumper or "bearing" between the book and the cover.



## Inspection Seal

Every Bound to Stay Bound book is hand-inspected to ensure the highest quality and craftsmanship before receiving the gold seal on the inside front cover.




**Our goal is to keep books off the repair/replace pile and keep them in the hands of your patrons. Spend your budget money building a library collection instead of replacing books.**

ESUCC 2026-2029 Special Buy Exhibit A

## Free processing package

☐ free

All items, one each, either attached or unattached: 1 bar code label, 1 call number label and MARC records downloaded from BTSB Bookstore. **(Complete required specifications on pages B, C, & F)**

## Build your own processing package

| | Attached | Unattached |
|---|---|---|
| **Bar codes** *(specify locations on page B)* | | |
| 1 bar code **(only one free per book)** | ☐ free (1 label protector, outside only) | ☐ free (1 label protector) |
| 2nd bar code | ☐ .20 (1 label protector, outside only) | ☐ .10 (1 label protector |
| **MARC records** *(specify on page C)* | ☐ free (download only) | |
| **Call number labels** *(specify location on page C)* **(only one free per book)** | ☐ free (1 label protector) | ☐ free (1 label protector) |
| **Laminated jacket** *(see page C if you are requesting both laminated jackets and call # labels)* (Books that have jackets that cannot be laminated for special coating reasons will have a mylar cover applied) | ☐ .65 | ☐ .55 |
| **CoLibri covers** | ☐ 1.19 | |
| **Kapco covers (paperback only)** | ☐ 3.50 | |
| **Spine stamping** | ☐ .45 | |
| **Reading program** *(specify on page C)* | | |
| Print reading program below classification on call # label | ☐ .10 (only available with call # labels) | |
| Spine stamp reading program below classification | ☐ .20 (only available with spine stamping) | |
| Small reading program information label | ☐ .20 | ☐ .10 |
| Large reading program information label | ☐ .20 | ☐ .10 |
| **Lexile labels** *(specify locations on page D)* | | |
| Small Lexile label | ☐ .20 | ☐ .10 |
| Large Lexile label | ☐ .20 | ☐ .10 |
| **Fountas and Pinnell/Guided Reading Level label** *(specify locations on page D)* | ☐ .20 | ☐ .10 |
| **RFID** Contact Customer Support for pricing at **800-637-6586.** | | |
| **Property identification** *(specify on page E)* | | |
| Property stamping ____ # of stamps per book | ☐ .10 each | |
| Property label ____ # of labels per book | ☐ .20 each | ☐ .10 each |
| **Genre or colored dot labels** | ☐ .20 | ☐ .10 |
| **Security system** *(specify system on page E)* | ☐ .50 | |
| **Pockets** | | |
| Blank pocket with date due grid | ☐ .19 | ☐ .09 |
| Custom pocket with date due grid *(customize on page E)* | ☐ .49 | ☐ .39 |
| **Circulation card** | | ☐ .10 |
| **Date due slip** *(specify location on page E)* | ☐ .20 | ☐ .10 |
| **Catalog cards** *(specify on page E)* | | |
| Full set of catalog cards | | ☐ .45 |
| Shelflist card or Main entry card | | ☐ .15 |

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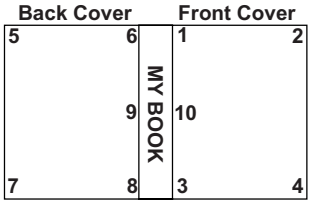
## Bar codes

☐ Unattached
☐ Does not apply

### First bar code (Select position and direction. Refer to illustration for bar code positions)

_____ **Position**
(1 through 10)

**Direction**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine




**If the bar code obscures any title or blurb on the outside cover of the book**
☐ Send unattached ☐ Adjust to avoid title or blurb ☐ Do not adjust

**If unable to adjust to avoid title on the front or blurb on the back of the book**
☐ Send label unattached
☐ Place label in original position

(If nothing indicated, label will be placed as close to desired position as possible without obscuring title on the front or blurb on the back of the book.)

### Second bar code (Please select a location, direction, and a position)

☐ Unattached

**Location**
☐ **Inside front cover •**
☐ Front flyleaf
☐ Title page
☐ Back flyleaf
☐ **Inside back cover •**
☐ On the pocket
**• Not available with laminated processing**

**Direction**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine

**Position**
☐ Upper left
☐ Centered at top
☐ Upper right
☐ Center
☐ Center left
☐ Center right
☐ Lower left
☐ Lower right
☐ Centered at bottom

**If the bar code obscures any title on the inside of the book**
☐ Send unattached ☐ Adjust to avoid title ☐ Do not adjust

If unable to adjust to avoid title on the inside of the book
☐ Send label unattached
☐ Place label in original position

(If nothing indicated, label will be placed as close to desired position as possible without obscuring title or blurb.)

**Attach a sample bar code here**

**Exclusive BTSB bar code range for all orders**
_____ to _____ (Unless specified with each order)

**Length of bar code number** _____ positions. Including check digit if applicable.

**Check digit**
☐ None ☐ Mod 10 ☐ Mod 43

**School code** (Necessary if using a 14 digit number): _____

**Bar code symbology**
☐ Code 39 ☐ Codabar ☐ Follett Interleaved 2 of 5 ☐ Interleaved 2 of 5

**Library name as it should appear on the bar code label** (30 positions maximum, case sensitive)

_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

ESUCC 2026-2029 Special Buy Exhibit A

## MARC records

☐ Does not apply **Automated system (Company & Product)** _____

**Type of MARC record**

☐ MARC21 (852 holdings) ☐ MARC21 (949 holdings)
☐ RDA-based MARC21 (852 holdings) ☐ RDA-based MARC21 (949 holdings)

**Include reading program information in MARC record (526 field)**

☐ Accelerated Reader® ☐ No reading program information

**Include Lexile level in MARC record (521 field)** ☐ Yes ☐ No

**Include 13 digit ISBN in MARC record (020 field)** ☐ Yes ☐ No

**Location code** (Optional) Primary _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
Secondary _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

**Media type**

☐ Download from BTSB Bookstore

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## Call number labels

☐ Unattached
☐ Does not apply

Attached call number label position (from bottom of book to bottom of label)
☐ ¼″ ☐ ½″ ☐ ¾″ ☐ 1″ ☐ 1¼″ ☐ 1½″ ☐ 1¾″ ☐ 2″

Call number label direction
☐ Horizontal (vertical if call # length exceeds thickness of spine) ☐ Horizontal (never vertical)

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## Laminated jacket orders (This information is only needed if both laminated jackets and call number labels requested)

☐ Does not apply ☐ Attach call number label to jacket
☐ If no jacket available, attach call number label to book ☐ If no jacket available, spine stamp book

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## Reading program

☐ Unattached ☐ Small
☐ Does not apply ☐ Large

☐ **Accelerated Reader®**
☐ Include Lexile level (LX 590) on AR Information label
☐ Include Fountas and Pinnell on AR Information label

**Locations available:**
☐ Outside front cover
☐ **Inside front cover** •
☐ Inside front flyleaf
☐ Outside back cover
☐ **Inside back cover** •
☐ Inside back flyleaf
☐ Spine of book

**Placement available:**
☐ Upper Left
☐ Upper Right
☐ Centered at top
☐ Lower Left
☐ Lower Right
☐ Centered at bottom
☐ Above Classification
☐ Below Classification

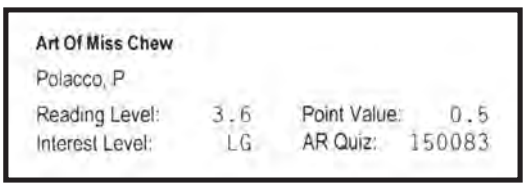
**Direction:**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

**Small Information Label**




**Large Information Label**




If **Information label** obscures any title on the front or blurb on the back cover of the book:

☐ Send label unattached
☐ Adjust to avoid title or blurb
If unable to adjust to avoid title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Place label in original position
☐ Do not adjust label

(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

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## Lexile Labels ☐ Small ☐ Large

☐ Unattached ☐ Include Fountas and Pinnell level
☐ Does not apply

**Large Lexile Label**

Becker, B
Christmas Crocodile
Lexile AD 610

**Small Lexile Label**

LX
600
AD

**Locations available:**
☐ Outside front cover
☐ **Inside front cover** •
☐ Inside front flyleaf
☐ Outside back cover
☐ **Inside back cover** •
☐ Inside back flyleaf
☐ Spine of book

**Placement available:**
☐ Upper Left
☐ Upper Right
☐ Centered at top
☐ Lower Left
☐ Lower Right
☐ Centered at bottom
☐ Above Classification
☐ Below Classification

**Direction:**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

If **Information label** obscures any title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Adjust to avoid title or blurb
If unable to adjust to avoid title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Place label in original position
☐ Do not adjust label
(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

---

## Fountas and Pinnell/Guided Reading Level Label

☐ Unattached
☐ Does not apply

A

**Locations available:**
☐ Outside front cover
☐ **Inside front cover** •
☐ Inside front flyleaf
☐ Outside back cover
☐ **Inside back cover** •
☐ Inside back flyleaf
☐ Spine of book

**Placement available:**
☐ Upper Left
☐ Upper Right
☐ Centered at top
☐ Lower Left
☐ Lower Right
☐ Centered at bottom
☐ Above Classification
☐ Below Classification

**Direction:**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

If **Information label** obscures any title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Adjust to avoid title or blurb
If unable to adjust to avoid title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Place label in original position
☐ Do not adjust label
(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

# Processing Specifications

ESUCC 2026-2029 Special Buy Exhibit A

## Property identification

☐ Property Label ☐ Property Stamp (stamp provided by customer)
☐ Unattached
☐ Does not apply

**Locations available:**
- ☐ **Inside front cover •**
- ☐ Front fly leaf
- ☐ Title page
- ☐ Back fly leaf
- ☐ **Inside back cover •**
- ☐ On pocket

**Placement available:**
- ☐ Upper left
- ☐ Centered at top
- ☐ Upper right
- ☐ Center
- ☐ Lower left
- ☐ Lower right
- ☐ Centered at bottom

**If label obscures title/blurb:**
- ☐ Send unattached
- ☐ Adjust to avoid title or blurb

If unable to avoid title/blurb:
- ☐ Send label unattached
- ☐ Place label in original position
- ☐ Do not adjust

**If stamp obscures title/blurb:**
- ☐ Adjust to avoid title or blurb
- ☐ Do not stamp

**• Not available with laminated processing**

Property identification***

_____

_____

_____

## Genre or colored dot labels

Contact Customer Support to set up your Genre Profile at **800-637-6586**.

## RFID

Contact Customer Support to set up your RFID Profile at **800-637-6586**.

*** *Identifications & Inscriptions are always centered. This information will be printed exactly as you indicate on this form so use upper and lower case where needed.*

## Security system

☐ Unattached ☐ 3M Tattletape attached
☐ Does not apply ☐ CHECKPOINT attached

## Pockets (Circulation card sold separately)

☐ Unattached
☐ Does not apply

**Attachment locations available for custom or blank pocket:**
- ☐ Inside front cover **(Not available with laminated processing)**
- ☐ Inside back cover **(Not available with laminated processing)**
- ☐ Front flyleaf
- ☐ Back flyleaf

Custom pocket inscription***

_____

_____

_____

## Circulation card **(sold separately from pocket)**

☐ Include with pocket ☐ Does not apply

## Date due slip

☐ Unattached
☐ Does not apply

**Locations available:**
- ☐ **Inside front cover •**
- ☐ **Inside back cover •**
- ☐ Front flyleaf
- ☐ Back flyleaf

**Positions available:**
- ☐ Centered on page (standard)
- ☐ Upper right
- ☐ Lower right
- ☐ Centered on bottom of page

**• Not available with laminated processing**

## Catalog cards

☐ Does not apply

**Sequence:**
- ☐ Catalog cards in sets, arranged in alphabetical order
- ☐ Catalog cards with author, title, and subject in one alphabet
- ☐ Catalog cards with author and title in one alphabet, subject cards in separate alphabet
- ☐ Shelflist card only, sorted by Dewey number
- ☐ Shelflist cards only, sorted by author
- ☐ Main entry card only, sorted by author
- ☐ Main entry and shelflist cards only in separate alphabets

**Additional options available:**

**Tracings:**
- ☐ Tracings on the shelflist cards
- ☐ No tracings on shelflist cards

**Summary-annotation:**
- ☐ Library of Congress summaries
- ☐ No summaries

**Card headings:**
- ☐ Headings on card sets
- ☐ No headings on card sets

ESUCC 2026-2029 Special Buy Exhibit A

**Fill in each category. Cataloging options will be kept on file for all future orders.**

## Call number prefix

| | | | | |
|---|---|---|---|---|
| **Spanish** | ☐ **No designation** | ☐ S over call # | ☐ SP over call # | ☐ SPA over call # |
| **Reference** | ☐ **No designation** | ☐ R over call # | ☐ REF over call # | |
| **Juvenile fiction** | ☐ **No designation** | ☐ J over call # | ☐ JUV over call # | ☐ JF over call # |
| | ☐ Juv over call # | ☐ JUVENILE over call # | ☐ J in front of call # | ☐ j in front of call # |
| **Juvenile nonfiction** | ☐ **No designation** | ☐ J over call # | ☐ JUV over call # | |
| | ☐ JNF over call # | ☐ J in front of call # | ☐ j in front of call # | |
| **Paperback Books** | ☐ PB | ☐ PBK | ☐ Other_____ | |

## Author letters (Specify length for each classification)

☐ **First capital, rest lower case** ☐ All capital letters

**Include spaces or apostrophes in author letters**

☐ **Yes (O'Connor = O'C )** ☐ No (O'Connor = OCO)

**Title main entry**

☐ **Main entry letters using title, according to AACR Second Edition 2005 update**

☐ Main entry letters using editor or compiler

## Subject headings

☐ **Sears subject headings** ☐ Library of Congress children's subject headings

## Call numbers

**Fiction** ☐ **F** ☐ Fic ☐ FIC ☐ No classification

_____ **#** of author letters (3 letters standard, 8 maximum)

**Easy fiction** ☐ **E** ☐ EASY ☐ P ☐ PIC ☐ E over Fiction

☐ EF ☐ Easy ☐ Pic ☐ Same as Fiction ☐ No classification

_____ **#** of author letters (3 letters standard, 8 maximum)

**Graphic novels standard options**

**Fiction Samples:** ☐ GN 741.5 BRO ☐ GN BRO ☐ GN FIC BRO **Nonfiction Samples:** ☐ GN 92 BRO ☐ GN 796.2 BRO

**Other:** Fiction _____ Nonfiction _____

_____ _____

_____ _____

**Story collection**

☐ **SC** ☐ 808.83 ☐ 808.8 ☐ Same as Fiction ☐ No classification

_____ **#** of author letters (3 letters standard, 8 maximum)

**Nonfiction** ☐ **Dewey Decimal Classification** ☐ No classification

_____ **#** of author letters (3 letters standard, 8 maximum)

**Easy nonfiction**

☐ **E** ☐ P ☐ Dewey number ☐ ENF over Dewey

☐ Easy ☐ PIC ☐ E over Dewey ☐ ENF

☐ EASY ☐ Pic ☐ No classification

_____ **#** of author letters (3 letters standard, 8 maximum)

**Individual biography**

☐ **92** ☐ B ☐ B over 92

☐ 920 ☐ BIO ☐ B over 920

☐ 921 ☐ Bio ☐ B92

☐ Dewey of biographee ☐ No classification

_____ **#** of letters of biographee's last name (3 letters standard, 8 maximum)

**Collective biography**

☐ **920** ☐ B ☐ C920 ☐ BC

☐ 921 ☐ BIO ☐ C over 92 ☐ CB

☐ 92 ☐ Bio ☐ C over 920 ☐ No classification

☐ Dewey of biographee

_____ **#** of author letters (3 letters standard, 8 maximum)

**Bold Type** indicates our standard options.

# Order Form

ESUCC 2026-2029 Special Buy Exhibit A

**Bill to:** _____ **Ship to:** _____

_____ _____

_____ _____

_____ _____

**Signature** _____ **Title** _____

**Phone #** _____ **Fax #** _____

**email** _____

## Ordering Method

☐ P. O. # _____ Date ____/____/____ Do not exceed $_____

☐ Reserve titles, await confirmation

☐ Firm order, no purchase order required

## Processing Services

☐ No processing services or MARC records

☐ MARC records only

☐ Free processing package or ☐ Use processing on file

- ☐ Use bar code range on file
- ☐ Starting bar code number _____
- ☐ Check if bar code number requested is lower than previous number because you are filling in gaps.
- ☐ Contact me. My automated system has been upgraded or changed since my last order.

☐ New build your own processing attached (Complete pages A-F as appropriate)

## Payment Method

☐ Send invoice ☐ Check enclosed ☐ Credit card

For security purposes: Do not disclose card information. We will contact you by telephone to acquire this information.

## Shipping

Free shipping (Allow extra time for new Spring and Fall titles.)

☐ Standard (Ship immediately, continue to ship as available. Backorders are canceled 60 days from the date the order is received.)

or

☐ Special handling Number of shipments _____ Date order must be completed ____/____/____

No shipments between these dates ____/____/____ to ____/____/____ (summer, holidays, etc.)

☐ Send a Replacement Catalog

Bound to Stay Bound Books
1880 West Morton Ave.
Jacksonville, IL 62650-2619

Phone 800-637-6586
Fax 800-747-2872
email btsb@btsb.com
www.btsb.com
2025-2026

(Prices subject to change without notice.)

**EXHIBIT "B"**

**1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

**See attachment labeled**

**"ESUCC 2026-2029 Special Buy Agreement Exhibit B"**

**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.

Bound to Stay Bound Books
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# Bid Schedule

***For the Purchase of Bound to Stay Bound Books***

## Pricing and Discounts

All BTSB prices are published in The BTSB Bookstore online catalog at **www.btsb.com**.
When logged in, your actual discounted price is automatically displayed.

- **Prebound Standard Discount Titles:** Publisher list price reduced 30%, plus $10.49 prebinding charge per book.
- **Prebound Short Discount Titles:** Publisher list price reduced 10%, plus $10.49 prebinding charge per book.
- **Paperback Editions:** 18% discount from publisher list price.
- **Playaway Audio Books:** 5% discount from publisher list price.
- **Large Print Paperbacks:** 18% discount from publisher list price.
- **Large Print Hardcovers:** 7% discount from publisher list price.
- **Trade Hardcovers:** No discount from publisher list price.

The discount listed above will remain constant throughout the contract term. However, BTSB reserves the right to pass along increases in publisher list prices received prior to invoice.

Additional discounts will be available for purchases of 30 or more copies of the same title regardless of whether they are prebound hardcover or paperback format.

## Payment Terms

All pricing is based on net 30-day payment terms. If payment is consistently delayed beyond 30 days, BTSB reserves the right to adjust discounts to compensate for extended credit.

## Shipping & Delivery

- Shipping Charges: Paid by BTSB for all shipments within the continental United States.
- Delivery Time: First shipment within 10 days after receipt of purchase order.
- Carrier: Standard ground shipping (no charge to customer).
- Partial Shipments: Allowed unless otherwise requested.

**Returns and Product Guarantee**

Processed books that are marked, stamped, or labeled in any way are returnable only if damaged in shipping or if a defect exists in binding, processing, or printing. BTSB guarantees all workmanship and materials to be free from defects.

**Value-Added Services**

- MARC Records: No charge; available for download from www.btsb.com.
- Customized Processing: Available to meet individual library specifications.
- Online Bookstore Tools: Customers can create, merge, and manage book lists, check stock status, and order online 24/7.
- No Subcontractors: All binding and processing performed by BTSB staff in our Jacksonville, Illinois facility.

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**

**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes:X No:
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes: No:X
    c. If "Yes", Order receipt method: Email: cXML:
        i. If "Email" address to deliver orders to:
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):
            Contact email address:
            Contact Phone:
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name: DAVID STILES
    **b.** Title: SALES REPRESENTATIVE
    **c.** Phone: 800-637-6586 EXT 3536
    **d.** Email: DSTILES@BTSB.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): EMILY COMBS
    Contact email address: ECOMBS@BTSB.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.BTSB.COM

Deleted:
Deleted:
Deleted:
Deleted:
Deleted:
Deleted:
Deleted:
Deleted:
Deleted:

**EXHIBIT "D"**

**SOFTWARE LICENSE AGREEMENT**

**<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>**

**N/A**

Bound to Stay Bound Books, Inc. does not provide software, AI-powered service, or any type of student data collection service.

**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 Cooperate, 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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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.

Educational Service Unit Coordinating Council

# 2026-2029
# SPECIAL BUY AGREEMENT

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

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

1. **Scope of the Contract.** The Contractor shall provide Members the opportunity to purchase the goods and/or services as defined in **Exhibit A,** which is attached hereto and incorporated herein by this reference, at the prices set forth in this Agreement and its Exhibits.

2. **Payment Terms/Payment Schedule.** Members shall pay for services rendered and/or for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference. Prices listed in Exhibit B shall remain in effect during the term of this Agreement unless agreed otherwise by the parties in writing.

3. **Administrative Fee.** Administrative Fee. Contractor shall calculate and remit an administrative fee of two percent (2%) of the total gross dollar volume, less freight of all goods and services and excluding annual support and maintenance purchased by the Cooperative, ESUCC, ESUs, and Members. The responsibility for calculating, documenting, and remitting the fee rests solely with the Contractor. Payment must be remitted on a quarterly basis and is due without the requirement of a prior invoice

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

4. **Term.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

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

E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

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

I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

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

M. **Rights and License in and to Data**. Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member, and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

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

O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and

use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

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

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

## 8. Termination.

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

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

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

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

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

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

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

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

**9. Indemnification.**

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

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

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

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

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

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

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

A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $1,000,000 per person and $5,000,000 per occurrence; and
B. If applicable, workers compensation coverage meeting all statutory requirements.

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

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

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

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

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

16. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

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

18. **Taxpayer Identification.** Contractor's federal employer identification number is: 37-0439010

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: Bound to Stay Bound Books, Inc.
1880 West Morton Avenue
Jacksonville, Illinois 62650

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

**21. Warranties and Specifications**. Contractor shall be responsible for providing to Members all manufacturer warranties on all goods and services. Contractor shall provide Members with all attachments normally supplied by the manufacturer and/or supplier. Complete product specification sheets or brochures must be provided to Members, ESUs, ESUCC, or the Cooperative upon request.

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

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

**24. Waivers.** The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay: (1) In exercising any right or remedy, **or** (2) In requiring the satisfaction of any condition under this Agreement, **and** (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

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

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

27. **Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the Cooperative, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

28. **Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the Cooperative.

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

30. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

31. **Rights and Remedies Cumulative.** Any enumeration of the Cooperative's rights and remedies set forth in this Agreement is not exhaustive. The Cooperative's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the Cooperative's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

32. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

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

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

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

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

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

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

**CONTRACTOR**

By: _____
Name: Lori Smith
Title: Vice President & General Manager

**COOPERATIVE**

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

Date: 5-7-2026 Date: _____

**EXHIBIT "A"**

**SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO MEMBERS**
**<<VENDOR-INSERT SCOPE OF GOODS>>**
**See attachments labeled**
**"ESUCC 2026-2029 Special Buy Agreement Exhibit A"**

**Bound to Stay Bound Books**
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# Bound to Stay Bound Books Scope of Goods

**Bound to Stay Bound Books** (BTSB) is a leading provider of the most durable prebound children's and young adult books available, exceeding ANSI/NISO/LBI standards for quality and longevity. We offer a wide selection of titles, including paperback, large-print, and Spanish language books—all with complimentary shelf-ready processing, MARC records, and free shipping. Our product line also includes Playaway Audio Books and Merry Maker Dolls, making us a one-stop resource for school libraries and classrooms seeking high-quality, ready to use children's literature.

The prebound books BTSB provides are bound with the highest quality to withstand frequent use and library circulation. All prebound books feature the bright and colorful original artwork from the publisher printed on BTSB's KidProof™ cover materials. The guaranteed durability of BTSB's prebound books is a cost-effective way for libraries to update and expand their collections. BTSB also offers cover customization services, allowing for the creation and/or placement of a school logo on the front, back, or spine of multi-copy collections. *Bound to Stay Bound prebound books are unconditionally guaranteed against imperfections in binding or errors in processing.* Additional discounts will be available for purchases of 30 or more copies of the same title regardless of whether they are prebound hardcover or paperback format.

BTSB's dedicated customer support representatives are available during business hours via phone, email, or online chat to answer any questions a customer might have. Knowledgeable local sales representatives are available to coordinate directly with customers and assist with ordering and delivery. Shipping within the continental United State is always free and each order is packed with care and to any specifications provided.

BTSB offers a full online bookstore and catalog that is accessible at any time. The online bookstore allows users to browse, create lists, and place book orders with ease. Customers can also learn more about favorite children's authors, discover books for library professionals, and browse other offered services.

Learn more about Bound to Stay Bound Books at our website and online bookstore: www.btsb.com.

Bound to Stay Bound Books
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Jacksonville IL 62650-2619
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QUALITY SINCE 1920
www.btsb.com

# The Bound to Stay Bound Books Experience

### Over 105 Years of Trusted Service to Schools and Libraries

Bound to Stay Bound (BTSB) specializes in providing high-quality, prebound children's and young adult books to schools and libraries across all 50 states. With over a century of experience, BTSB supports districts of all sizes with fully customized and cost-effective book ordering solutions.

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### Why Choose BTSB?

- **Proven Durability**
  All Bound to Stay Bound prebound editions meet or exceed the ANSI/NISO/LBI Z39.78 Standards for library binding. It is not uncommon for them to withstand over 200 circulations.
- **Guaranteed Quality**
  Every BTSB prebound book comes with an *unconditional binding guarantee*—if a page ever comes loose or falls out, we will replace the book at no charge.
- **Shelf-Ready, Cost-Effective**
  All orders include:
  - Free shelf-ready processing
  - Free MARC records
  - Free shipping
  - No order minimums

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### Reliable Inventory & Quick Turnaround

- Over 1.5 million volumes in stock
- Average 94% availability on first shipment
- Orders are typically picked, processed, and shipped within 10 working days

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**Dedicated Customer Support**

Each school district is supported by a dedicated local Sales Representative and an assigned Customer Support Representative. This team ensures:

- Personalized guidance
- Order accuracy
- Seamless communication throughout the process

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**In-House Quality Control**

All BTSB services are performed in-house—nothing is subcontracted. This ensures consistent, high-quality production and accountability across every step.

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**Our Mission**

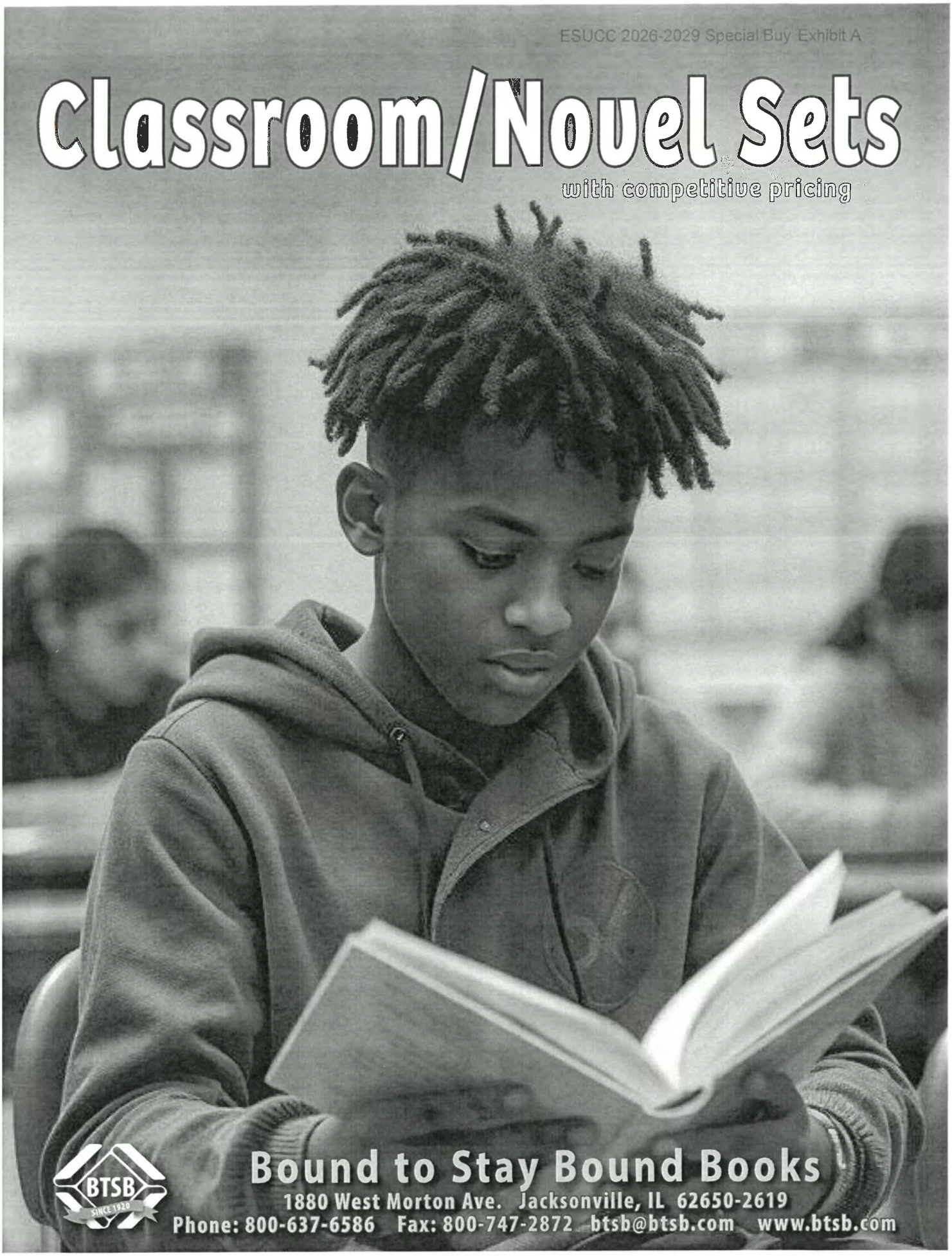
To deliver long-lasting, high-quality books that save schools time and money by reducing the need for repairs and replacements—while providing exceptional customer service through transparent, responsive communication.

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**Learn more at: www.btsb.com**
Or contact your local BTSB Sales Representative for details.

# Classroom/Novel Sets

with competitive pricing



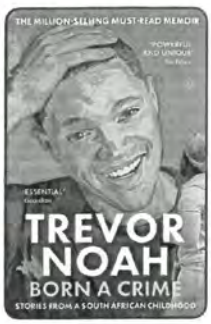
**Bound to Stay Bound Books**
1880 West Morton Ave. Jacksonville, IL 62650-2619
Phone: 800-637-6586 Fax: 800-747-2872 btsb@btsb.com www.btsb.com

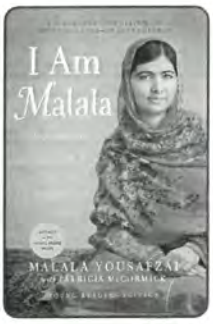
# Popular Novel Sets

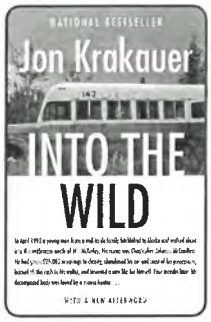


***Can't find the title you are looking for on the BTSB Bookstore?***
***Provide the author, title, ISBN and quantity of any title in print and receive a free quote.***
***Classroom sets are available in paperback, trade hardcover, or BTSB prebound hardcover.***

## *www.btsb.com/services/classroom-sets*



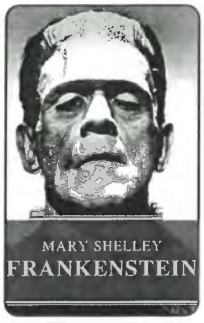



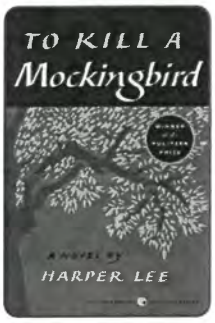









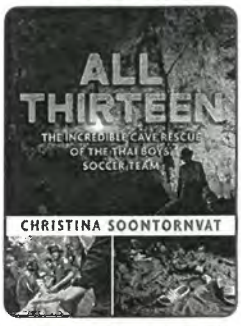



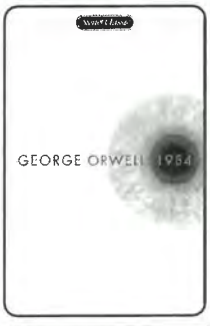



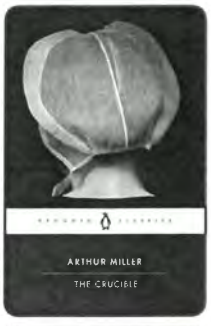


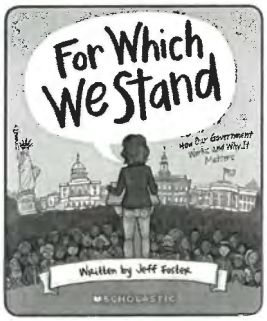


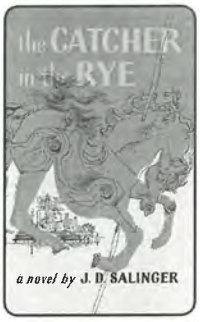


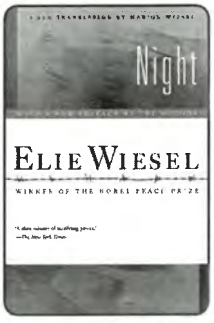



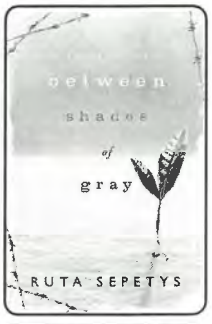


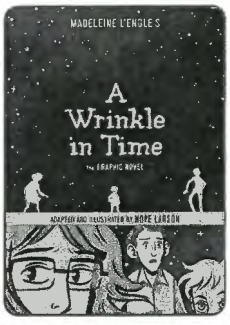






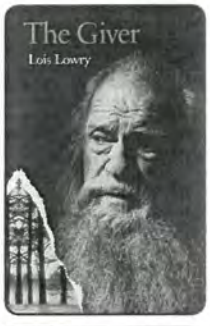


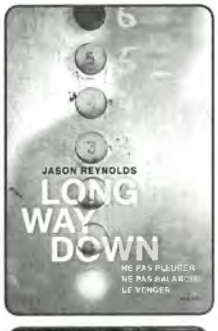


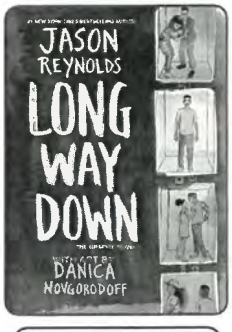









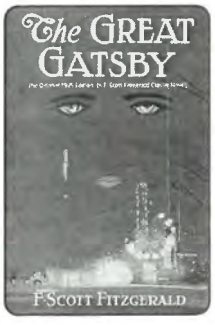



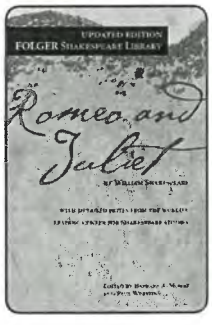



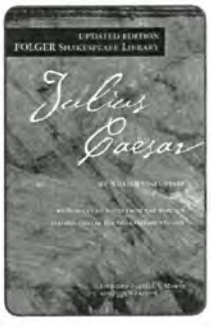


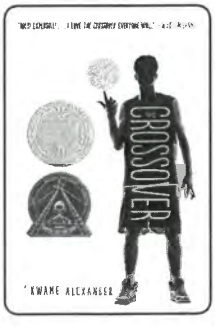






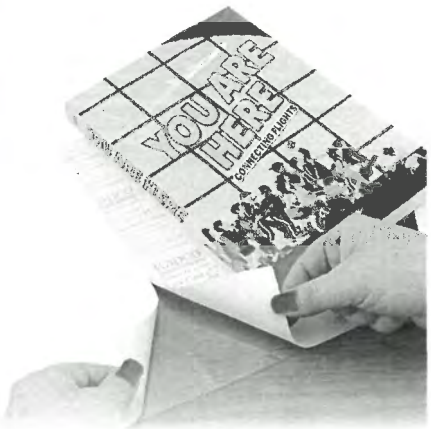

# FAQ Frequently Asked Questions

## Competitive Pricing

**Do you offer classroom sets in a paperback edition?**

YES!

**BTSB offers over 16,000 paperbacks, or if you are unable to find what you are looking for in our BTSB Bookstore, contact us!**




**I like adding Kapco covers to my paperbacks to help reinforce them, but it takes me so long. If I order my novels in paperback editions, can I have you apply the Kapco protective covers for me?**

YES!

**BTSB offers many processing services to save you time. Kapco covers can be added to any custom order quote so the books arrive ready to use.**

**My novels require barcodes so that I can inventory them, can you add that to my book order?**

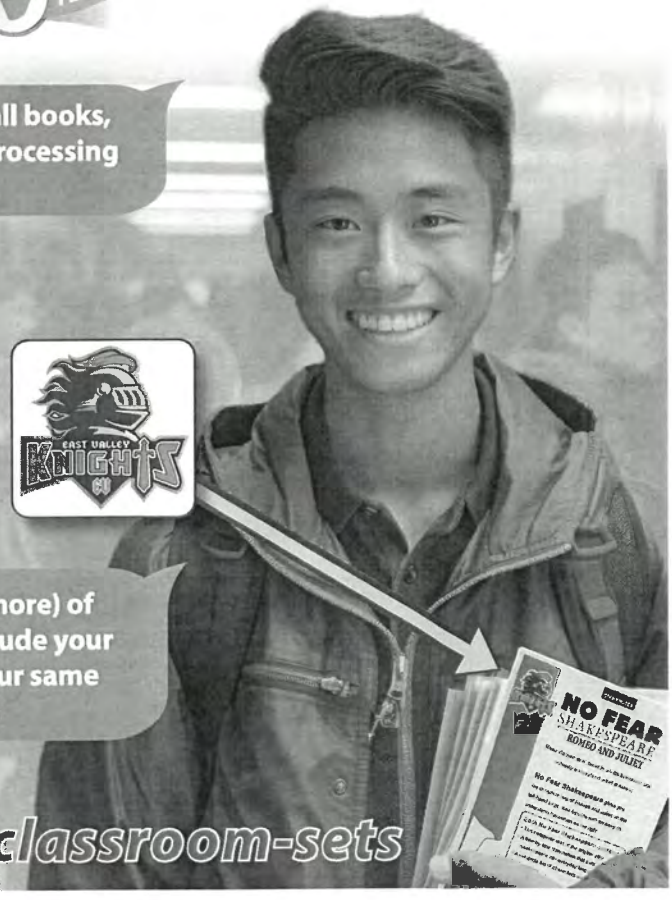
YES!

**BTSB offers a Free Processing option on all books, and you can customize any of our other processing options to your specific needs.**

**If I order 30 (or more) copies of the same book in a BTSB Prebound Edition can I get our School Logo printed directly on the book cover?**

YES!

**Any prebound book order with 30 (or more) of the same book can be customized to include your school logo at no additional cost with our same BTSB Unconditional Guarantee.**

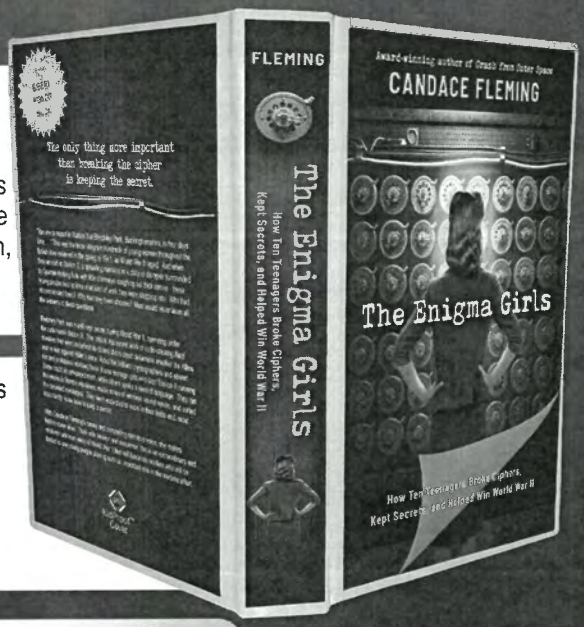



***www.btsb.com/services/classroom-sets***

# The Bound to Stay Bound Difference

## Picture Cover Plus™

BTSB Picture Cover Plus™ is imprinted with the title's original artwork. The blurb from the jacket is printed on the back cover. A protective high tack gloss lamination is applied to further enhance protection, assure increased circulation, and making it surface washable with disinfecting wipes.




## Cover Material

Our durable KidProof cover material is a nylon reinforced, material specially designed for BTSB. This material exceeds the LBI specification even before it is laminated. No other company uses this material.

## Library Corners

All cases are made by using library corners. A double fold of our cover material on both sides of all four corners reinforces the book corners and protects against fraying, bending, and turning, which assures greater durability and longer life. This causes the corner of the cover to appear to be a bit rounded.



## Back Lining

All back lining extends down the side of the book onto the pages 1" on each side. It acts as a bumper or "bearing" between the book and the cover.



## Inspection Seal

Every Bound to Stay Bound book is hand-inspected to ensure the highest quality and craftsmanship before receiving the gold seal on the inside front cover.




**Our goal is to keep books off the repair/replace pile and keep them in the hands of your patrons. Spend your budget money building a library collection instead of replacing books.**

# Processing Options

## Free processing package

☐ free

All items, one each, either attached or unattached: 1 bar code label, 1 call number label and MARC records downloaded from BTSB Bookstore. **(Complete required specifications on pages B, C, & F)**

## Build your own processing package

| | Attached | Unattached |
|---|---|---|
| **Bar codes** *(specify locations on page B)* | | |
| 1 bar code **(only one free per book)** | ☐ free (1 label protector, outside only) | ☐ free (1 label protector) |
| 2nd bar code | ☐ .20 (1 label protector, outside only) | ☐ .10 (1 label protector |
| **MARC records** *(specify on page C)* | ☐ free (download only) | |
| **Call number labels** *(specify location on page C)* **(only one free per book)** | ☐ free (1 label protector) | ☐ free (1 label protector) |
| **Laminated jacket** *(see page C if you are requesting both laminated jackets and call # labels)* (Books that have jackets that cannot be laminated for special coating reasons will have a mylar cover applied) | ☐ .65 | ☐ .55 |
| **CoLibri covers** | ☐ 1.19 | |
| **Kapco covers (paperback only)** | ☐ 3.50 | |
| **Spine stamping** | ☐ .45 | |
| **Reading program** *(specify on page C)* | | |
| Print reading program below classification on call # label | ☐ .10 (only available with call # labels) | |
| Spine stamp reading program below classification | ☐ .20 (only available with spine stamping) | |
| Small reading program information label | ☐ .20 | ☐ .10 |
| Large reading program information label | ☐ .20 | ☐ .10 |
| **Lexile labels** *(specify locations on page D)* | | |
| Small Lexile label | ☐ .20 | ☐ .10 |
| Large Lexile label | ☐ .20 | ☐ .10 |
| **Fountas and Pinnell/Guided Reading Level label** *(specify locations on page D)* | ☐ .20 | ☐ .10 |
| **RFID** Contact Customer Support for pricing at **800-637-6586.** | | |
| **Property identification** *(specify on page E)* | | |
| Property stamping ____ # of stamps per book | ☐ .10 each | |
| Property label ____ # of labels per book | ☐ .20 each | ☐ .10 each |
| **Genre or colored dot labels** | ☐ .20 | ☐ .10 |
| **Security system** *(specify system on page E)* | ☐ .50 | |
| **Pockets** | | |
| Blank pocket with date due grid | ☐ .19 | ☐ .09 |
| Custom pocket with date due grid *(customize on page E)* | ☐ .49 | ☐ .39 |
| **Circulation card** | | ☐ .10 |
| **Date due slip** *(specify location on page E)* | ☐ .20 | ☐ .10 |
| **Catalog cards** *(specify on page E)* | | |
| Full set of catalog cards | | ☐ .45 |
| Shelflist card or Main entry card | | ☐ .15 |

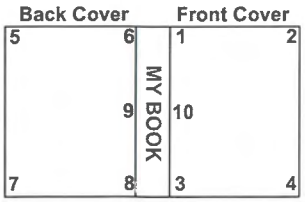
## Bar codes

☐ Unattached
☐ Does not apply

### First bar code (Select position and direction. Refer to illustration for bar code positions)

**_____ Position**
(1 through 10)

**Direction**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine




**If the bar code obscures any title or blurb on the outside cover of the book**
☐ Send unattached ☐ Adjust to avoid title or blurb ☐ Do not adjust

**If unable to adjust to avoid title on the front or blurb on the back of the book**
☐ Send label unattached
☐ Place label in original position

(If nothing indicated, label will be placed as close to desired position as possible without obscuring title on the front or blurb on the back of the book.)

### Second bar code (Please select a location, direction, and a position)

☐ Unattached

**Location**
☐ **Inside front cover •**
☐ Front flyleaf
☐ Title page
☐ Back flyleaf
☐ **Inside back cover •**
☐ On the pocket
**• Not available with laminated processing**

**Direction**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine

**Position**
☐ Upper left
☐ Centered at top
☐ Upper right
☐ Center
☐ Center left
☐ Center right
☐ Lower left
☐ Lower right
☐ Centered at bottom

**If the bar code obscures any title on the inside of the book**
☐ Send unattached ☐ Adjust to avoid title ☐ Do not adjust

If unable to adjust to avoid title on the inside of the book
☐ Send label unattached
☐ Place label in original position

(If nothing indicated, label will be placed as close to desired position as possible without obscuring title or blurb.)

Attach a sample bar code here

**Exclusive BTSB bar code range for all orders**
_____ to _____ (Unless specified with each order)

**Length of bar code number** _____ positions. Including check digit if applicable.

**Check digit**
☐ None ☐ Mod 10 ☐ Mod 43

**School code** (Necessary if using a 14 digit number): _____

**Bar code symbology**
☐ Code 39 ☐ Codabar ☐ Follett Interleaved 2 of 5 ☐ Interleaved 2 of 5

**Library name as it should appear on the bar code label** (30 positions maximum, case sensitive)

# Processing Specifications

## MARC records

☐ Does not apply **Automated system (Company & Product)** _____

**Type of MARC record**

☐ MARC21 (852 holdings) ☐ MARC21 (949 holdings)
☐ RDA-based MARC21 (852 holdings) ☐ RDA-based MARC21 (949 holdings)

**Include reading program information in MARC record (526 field)**

☐ Accelerated Reader® ☐ No reading program information

**Include Lexile level in MARC record (521 field)** ☐ Yes ☐ No

**Include 13 digit ISBN in MARC record (020 field)** ☐ Yes ☐ No

**Location code** (Optional) Primary _____
Secondary _____

**Media type**

☐ Download from BTSB Bookstore

---

## Call number labels

☐ Unattached
☐ Does not apply

Attached call number label position (from bottom of book to bottom of label)
☐ ¼" ☐ ½" ☐ ¾" ☐ 1" ☐ 1¼" ☐ 1½" ☐ 1¾" ☐ 2"

Call number label direction
☐ Horizontal (vertical if call # length exceeds thickness of spine) ☐ Horizontal (never vertical)

---

## Laminated jacket orders (This information is only needed if both laminated jackets and call number labels requested)

☐ Does not apply
☐ Attach call number label to jacket
☐ If no jacket available, attach call number label to book ☐ If no jacket available, spine stamp book

---

## Reading program

☐ Unattached
☐ Does not apply
☐ Small
☐ Large

☐ **Accelerated Reader®**
☐ Include Lexile level (LX 590) on AR Information label
☐ Include Fountas and Pinnell on AR Information label

**Small Information Label**



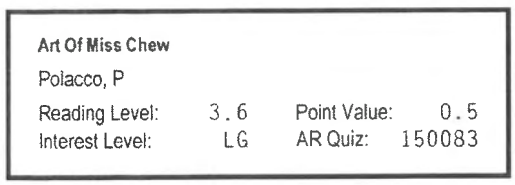

**Locations available:**
☐ Outside front cover
☐ **Inside front cover** •
☐ Inside front flyleaf
☐ Outside back cover
☐ **Inside back cover** •
☐ Inside back flyleaf
☐ Spine of book

**Placement available:**
☐ Upper Left
☐ Upper Right
☐ Centered at top
☐ Lower Left
☐ Lower Right
☐ Centered at bottom
☐ Above Classification
☐ Below Classification

**Direction:**
☐ Horizontal
☐ Vertical, reading same direction as spine
☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

**Large Information Label**




If **Information label** obscures any title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Adjust to avoid title or blurb
If unable to adjust to avoid title on the front or blurb on the back cover of the book:
☐ Send label unattached
☐ Place label in original position
☐ Do not adjust label
(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

## Lexile Labels ☐ Small ☐ Large

☐ Unattached ☐ Include Fountas and Pinnell level

☐ Does not apply

**Large Lexile Label**

Becker, B
Christmas Crocodile
Lexile AD 610

**Small Lexile Label**

LX
600
AD

**Locations available:**
- ☐ Outside front cover
- ☐ **Inside front cover** •
- ☐ Inside front flyleaf
- ☐ Outside back cover
- ☐ **Inside back cover** •
- ☐ Inside back flyleaf
- ☐ Spine of book

**Placement available:**
- ☐ Upper Left
- ☐ Upper Right
- ☐ Centered at top
- ☐ Lower Left
- ☐ Lower Right
- ☐ Centered at bottom
- ☐ Above Classification
- ☐ Below Classification

**Direction:**
- ☐ Horizontal
- ☐ Vertical, reading same direction as spine
- ☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

If **Information label** obscures any title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Adjust to avoid title or blurb

If unable to adjust to avoid title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Place label in original position

☐ Do not adjust label

(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

---

## Fountas and Pinnell/Guided Reading Level Label

☐ Unattached

☐ Does not apply

A

**Locations available:**
- ☐ Outside front cover
- ☐ **Inside front cover** •
- ☐ Inside front flyleaf
- ☐ Outside back cover
- ☐ **Inside back cover** •
- ☐ Inside back flyleaf
- ☐ Spine of book

**Placement available:**
- ☐ Upper Left
- ☐ Upper Right
- ☐ Centered at top
- ☐ Lower Left
- ☐ Lower Right
- ☐ Centered at bottom
- ☐ Above Classification
- ☐ Below Classification

**Direction:**
- ☐ Horizontal
- ☐ Vertical, reading same direction as spine
- ☐ Vertical, reading opposite direction from spine

**• Not available with laminated processing**

If **Information label** obscures any title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Adjust to avoid title or blurb

If unable to adjust to avoid title on the front or blurb on the back cover of the book:

☐ Send label unattached

☐ Place label in original position

☐ Do not adjust label

(If nothing indicated, label(s) will be placed as close to desired position as possible without obscuring title on the front or blurb on the back cover of the book.)

# Processing Specifications

## Property identification
☐ Property Label ☐ Property Stamp (stamp provided by customer)
☐ Unattached
☐ Does not apply

**Locations available:**
☐ **Inside front cover •**
☐ Front fly leaf
☐ Title page
☐ Back fly leaf
☐ **Inside back cover •**
☐ On pocket

**Placement available:**
☐ Upper left
☐ Centered at top
☐ Upper right
☐ Center
☐ Lower left
☐ Lower right
☐ Centered at bottom

**If label obscures title/blurb:**
☐ Send unattached
☐ Adjust to avoid title or blurb
If unable to avoid title/blurb:
☐ Send label unattached
☐ Place label in original position
☐ Do not adjust

**If stamp obscures title/blurb:**
☐ Adjust to avoid title or blurb
☐ Do not stamp

**• Not available with laminated processing**

Property identification***

_____

_____

_____

## Genre or colored dot labels
Contact Customer Support to set up your Genre Profile at **800-637-6586**.

## RFID
Contact Customer Support to set up your RFID Profile at **800-637-6586**.

*** *Identifications & Inscriptions are always centered. This information will be printed exactly as you indicate on this form so use upper and lower case where needed.*

## Security system
☐ Unattached
☐ Does not apply
☐ 3M Tattletape attached
☐ CHECKPOINT attached

## Pockets (Circulation card sold separately)
☐ Unattached
☐ Does not apply

Custom pocket inscription***

_____

_____

_____

**Attachment locations available for custom or blank pocket:**
☐ Inside front cover **(Not available with laminated processing)**
☐ Inside back cover **(Not available with laminated processing)**
☐ Front flyleaf
☐ Back flyleaf

## Circulation card (sold separately from pocket)
☐ Include with pocket ☐ Does not apply

## Date due slip
☐ Unattached
☐ Does not apply

**Locations available:**
☐ **Inside front cover •**
☐ **Inside back cover •**
☐ Front flyleaf
☐ Back flyleaf

**Positions available:**
☐ Centered on page (standard)
☐ Upper right
☐ Lower right
☐ Centered on bottom of page

**• Not available with laminated processing**

## Catalog cards
☐ Does not apply

**Sequence:**
☐ Catalog cards in sets, arranged in alphabetical order
☐ Catalog cards with author, title, and subject in one alphabet
☐ Catalog cards with author and title in one alphabet, subject cards in separate alphabet
☐ Shelflist card only, sorted by Dewey number
☐ Shelflist cards only, sorted by author
☐ Main entry card only, sorted by author
☐ Main entry and shelflist cards only in separate alphabets

**Additional options available:**

**Tracings:**
☐ Tracings on the shelflist cards
☐ No tracings on shelflist cards

**Summary-annotation:**
☐ Library of Congress summaries
☐ No summaries

**Card headings:**
☐ Headings on card sets
☐ No headings on card sets

# Cataloging Options

**Fill in each category. Cataloging options will be kept on file for all future orders.**

## Call number prefix

**Spanish** ☐ **No designation** ☐ S over call # ☐ SP over call # ☐ SPA over call #

**Reference** ☐ **No designation** ☐ R over call # ☐ REF over call #

**Juvenile fiction** ☐ **No designation** ☐ J over call # ☐ JUV over call # ☐ JF over call #
☐ Juv over call # ☐ JUVENILE over call # ☐ J in front of call # ☐ j in front of call #

**Juvenile nonfiction** ☐ **No designation** ☐ J over call # ☐ JUV over call #
☐ JNF over call # ☐ J in front of call # ☐ j in front of call #

**Paperback Books** ☐ PB ☐ PBK ☐ Other_____

## Author letters (Specify length for each classification)

☐ **First capital, rest lower case** ☐ All capital letters

**Include spaces or apostrophes in author letters**

☐ **Yes (O'Connor = O'C )** ☐ No (O'Connor = OCO)

**Title main entry**

☐ **Main entry letters using title, according to AACR Second Edition 2005 update**
☐ Main entry letters using editor or compiler

## Subject headings

☐ **Sears subject headings** ☐ Library of Congress children's subject headings

## Call numbers

**Fiction** ☐ **F** ☐ Fic ☐ FIC ☐ No classification
_____ # of author letters (3 letters standard, 8 maximum)

**Easy fiction** ☐ **E** ☐ EASY ☐ P ☐ PIC ☐ E over Fiction
☐ EF ☐ Easy ☐ Pic ☐ Same as Fiction ☐ No classification
_____ # of author letters (3 letters standard, 8 maximum)

**Graphic novels standard options**

**Fiction Samples:** ☐ GN 741.5 BRO ☐ GN BRO ☐ GN FIC BRO **Nonfiction Samples:** ☐ GN 92 BRO ☐ GN 796.2 BRO

**Other:** Fiction _____ Nonfiction _____
_____ _____
_____ _____

**Story collection**

☐ **SC** ☐ 808.83 ☐ 808.8 ☐ Same as Fiction ☐ No classification
_____ # of author letters (3 letters standard, 8 maximum)

**Nonfiction** ☐ **Dewey Decimal Classification** ☐ No classification
_____ # of author letters (3 letters standard, 8 maximum)

**Easy nonfiction**

☐ **E** ☐ P ☐ Dewey number ☐ ENF over Dewey
☐ Easy ☐ PIC ☐ E over Dewey ☐ ENF
☐ EASY ☐ Pic ☐ No classification
_____ # of author letters (3 letters standard, 8 maximum)

**Individual biography**

☐ **92** ☐ B ☐ B over 92
☐ 920 ☐ BIO ☐ B over 920
☐ 921 ☐ Bio ☐ B92
☐ Dewey of biographee ☐ No classification
_____ # of letters of biographee's last name (3 letters standard, 8 maximum)

**Collective biography**

☐ **920** ☐ B ☐ C920 ☐ BC
☐ 921 ☐ BIO ☐ C over 92 ☐ CB
☐ 92 ☐ Bio ☐ C over 920 ☐ No classification
☐ Dewey of biographee
_____ # of author letters (3 letters standard, 8 maximum)

**Bold Type** indicates our standard options.

# Order Form

**Bill to:** _____

_____

_____

_____

**Ship to:** _____

_____

_____

_____

**Signature** _____ **Title** _____

**Phone #** _____ **Fax #** _____

**email** _____

## Ordering Method

- ☐ P. O. # _____ Date _____/_____/_____ Do not exceed $_____
- ☐ Reserve titles, await confirmation
- ☐ Firm order, no purchase order required

## Processing Services

- ☐ No processing services or MARC records
- ☐ MARC records only
- ☐ Free processing package or ☐ Use processing on file
  - ☐ Use bar code range on file
  - ☐ Starting bar code number _____
  - ☐ Check if bar code number requested is lower than previous number because you are filling in gaps.
  - ☐ Contact me. My automated system has been upgraded or changed since my last order.
- ☐ New build your own processing attached (Complete pages A-F as appropriate)

## Payment Method

☐ Send invoice ☐ Check enclosed ☐ Credit card

For security purposes: Do not disclose card information. We will contact you by telephone to acquire this information.

## Shipping

Free shipping (Allow extra time for new Spring and Fall titles.)

- ☐ Standard (Ship immediately, continue to ship as available. Backorders are canceled 60 days from the date the order is received.)

or

- ☐ Special handling Number of shipments _____ Date order must be completed _____/_____/_____

No shipments between these dates _____/_____/_____ to _____/_____/_____ (summer, holidays, etc.)

- ☐ Send a Replacement Catalog

Bound to Stay Bound Books
1880 West Morton Ave.
Jacksonville, IL 62650-2619

Phone 800-637-6586
Fax 800-747-2872
email btsb@btsb.com
www.btsb.com
2025-2026

(Prices subject to change without notice.)

**EXHIBIT "B"**

**1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

**See attachment labeled**

**"ESUCC 2026-2029 Special Buy Agreement Exhibit B"**

**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.

**Bound to Stay Bound Books**
1880 West Morton Avenue
Jacksonville IL 62650-2619
(800) 637-6586 • Fax: (800) 747-2872
QUALITY SINCE 1920
www.btsb.com

# Bid Schedule

***For the Purchase of Bound to Stay Bound Books***

## Pricing and Discounts

All BTSB prices are published in The BTSB Bookstore online catalog at **www.btsb.com**. When logged in, your actual discounted price is automatically displayed.

- **Prebound Standard Discount Titles:** Publisher list price reduced 30%, plus $10.49 prebinding charge per book.
- **Prebound Short Discount Titles:** Publisher list price reduced 10%, plus $10.49 prebinding charge per book.
- **Paperback Editions:** 18% discount from publisher list price.
- **Playaway Audio Books:** 5% discount from publisher list price.
- **Large Print Paperbacks:** 18% discount from publisher list price.
- **Large Print Hardcovers:** 7% discount from publisher list price.
- **Trade Hardcovers:** No discount from publisher list price.

The discount listed above will remain constant throughout the contract term. However, BTSB reserves the right to pass along increases in publisher list prices received prior to invoice.

Additional discounts will be available for purchases of 30 or more copies of the same title regardless of whether they are prebound hardcover or paperback format.

## Payment Terms

All pricing is based on net 30-day payment terms. If payment is consistently delayed beyond 30 days, BTSB reserves the right to adjust discounts to compensate for extended credit.

## Shipping & Delivery

- Shipping Charges: Paid by BTSB for all shipments within the continental United States.
- Delivery Time: First shipment within 10 days after receipt of purchase order.
- Carrier: Standard ground shipping (no charge to customer).
- Partial Shipments: Allowed unless otherwise requested.

**Returns and Product Guarantee**

Processed books that are marked, stamped, or labeled in any way are returnable only if damaged in shipping or if a defect exists in binding, processing, or printing. BTSB guarantees all workmanship and materials to be free from defects.

**Value-Added Services**

- MARC Records: No charge; available for download from www.btsb.com.
- Customized Processing: Available to meet individual library specifications.
- Online Bookstore Tools: Customers can create, merge, and manage book lists, check stock status, and order online 24/7.
- No Subcontractors: All binding and processing performed by BTSB staff in our Jacksonville, Illinois facility.

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**

**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes:X No:
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders Yes: No:X
    c. If "Yes", Order receipt method: Email: cXML:
        i. If "Email" address to deliver orders to:
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):
            Contact email address:
            Contact Phone:
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name: DAVID STILES
    **b.** Title: SALES REPRESENTATIVE
    **c.** Phone: 800-637-6586 EXT 3536
    **d.** Email: DSTILES@BTSB.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): EMILY COMBS
    Contact email address: ECOMBS@BTSB.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.BTSB.COM

## EXHIBIT "D"

### SOFTWARE LICENSE AGREEMENT

**<<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>**

# N/A

Bound to Stay Bound Books, Inc. does not provide software, AI-powered service, or any type of student data collection service.

## 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 Cooperate, 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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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.

**ADDENDUM/EXTENSION TO 2022-2025 SPECIAL BUY AGREEMENT BETWEEN ESUCC COOPERATIVE PURCHASING AND ACCO Brands USA LLC**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and ACCO Brands USA LLC ("Contractor") to the 2022-2025 Special Buy Agreement ("Agreement") signed by the Cooperative on August 11, 2022, and by the Contractor on August 11, 2022. The Addendum is as follows:

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

**1.** Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 2 of this Addendum.

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

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

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

No Changes to Exhibit A.

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

| Item Id | Item Description | UOM | MSRP | Nebraska ESU Special Buy Price |
|---|---|---|---|---|
| 1701700A | Pinnacle 27 Laminator | EA | $3,692.57 | $2,215.54 |
| 1701720EZA | Pinnacle 27EZLoad Laminator | EA | $3,676.48 | $2,205.89 |
| 1710740B | Ultima 65 Laminator | EA | $3,935.33 | $2,361.20 |
| 1701680A | Ultima 35 EZLoad Laminator | EA | $1,432.12 | $859.27 |
| Z1154314 | Laminator Cabinet | EA | $2,108.90 | $1,265.34 |
| 3000002 | NapLam I; 1.5Mil; 12"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $188.74 | $113.24 |
| 3000003 | NapLam I; 1.5Mil; 18"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $208.14 | $124.88 |
| 3000004 | NapLam I; 1.5Mil; 25"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $168.84 | $101.30 |
| 3126061 | NapLam I; 1.5Mil; 27"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $191.86 | $115.12 |
| 3000022 | NapLam I; 3.0Mil; 12"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $248.26 | $148.96 |
| 3000024 | NapLam I; 3.0Mil; 25"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $211.10 | $126.66 |
| 3126514 | NapLam I; 3.0Mil; 27"x250'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $299.40 | $179.64 |
| 3126539 | NapLam I; 3.0Mil; 25"x500'; 1" core Clear Laminating Film. Minimum order is 2 rolls. | BX | $399.20 | $239.52 |
| 3000004EZB | 1.5Mil; 25"x500'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls. | BX | $168.84 | $101.30 |
| 3126061EZ | 1.5Mil; 27"x500'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls. | BX | $193.40 | $116.04 |
| 3000024EZB | 3.0Mil; 25"x250'; 1" core Ultima 65 EZLoad Film. Minimum order is 2 rolls. | BX | $211.10 | $126.66 |
| 3748207EZB | NapLam I; 1.2Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box | BX | $250.47 | $150.28 |
| 3748201EZB | NapLam I; 1.5Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box | BX | $306.45 | $183.87 |
| 3748203EZB | NapLam II; 1.7Mil; 25"x500'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box | BX | $358.05 | $214.83 |
| 3748204EZB | NapLam II; 3.0Mil; 25"x250'; 1" core Pinnacle 27 EZLoad Film; 2 rolls per box | BX | $317.05 | $190.23 |

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| 3125365EZB | NapLam II; 1.7Mil; 12"x300'; 1" core Ultima 35 EZLoad Film; 2 rolls per box | BX | $162.42 | $97.45 |
| 3125913EZB | NapLam II; 3.0Mil; 12"x200'; 1" core Ultima 35 EZLoad Film; 2 rolls per box | BX | $216.47 | $129.88 |
| 3000052EZB | NapLam II; 5.0Mil; 12"x100'; 1" core Ultima 35 EZLoad Film; 2 rolls per box | BX | $135.27 | $81.16 |
| 51005CF | Pouch HeatSeal Crystal Clear Business Card 5.0Mil 100 pieces per box. | BX | $11.48 | $6.89 |
| 3200403D | Pouch HeatSeal Crystal Clear Letter 5.0Mil 100 pieces per box. | BX | $140.77 | $84.46 |
| 3200405D | Pouch HeatSeal Crystal Clear Letter 10.0Mil 50 pieces per box | PK | $132.38 | $79.43 |
| 3200410D | Pouch HeatSeal Crystal Clear Legal 5.0Mil 100 pieces per box | PK | $202.02 | $121.21 |
| 3200412D | Pouch HeatSeal Crystal Clear Legal 10.0Mil 50 pieces per box | PK | $222.58 | $133.55 |
| 3200417D | Pouch HeatSeal Crystal Clear Menu 5.0Mil 100 pieces per box | BX | $228.03 | $136.82 |
| 3200419D | Pouch HeatSeal Crystal Clear Menu 10.0Mil 50 pieces per box | BX | $78.55 | $47.13 |
| 4000020 | CombBind Binding Spine 1/4" 19 Ring Black 100 pieces per box | BX | $11.78 | $7.07 |
| 4011185G | CombBind Binding Spine 5/16" 19 Ring Navy 100 pieces per box | BX | $13.63 | $8.18 |
| 4011485G | CombBind Binding Spine 3/8" 19 Ring Navy 100 pieces per box | BX | $16.23 | $9.74 |
| 4000056G | CombBind Binding Spine 7/16" 19 Ring Black 100 pieces per box | BX | $17.68 | $10.61 |
| 4000068 | CombBind Binding Spine 1/2" 19 Ring Black 100 pieces per box | BX | $20.87 | $12.52 |
| 4012485G | CombBind Binding Spine 1/2" 19 Ring Navy 100 pieces per box | BX | $20.87 | $12.52 |
| 4000080G | CombBind Binding Spine 9/16" 19 Ring Black 100 pieces per box | BX | $25.68 | $15.41 |
| 4000086G | CombBind Binding Spine 5/8" 19 Ring White 100 pieces per box | BX | $33.13 | $19.88 |
| 4000104 | CombBind Binding Spine 3/4" 19 Ring Black 100 pieces per box | BX | $36.88 | $22.13 |
| 4200004G | CombBind Binding Spine 1 1/4" 19 Ring Black 100 pieces per box | BX | $75.10 | $45.06 |
| 4200010 | CombBind Binding Spine 1 1/2" 19 Ring Black 100 pieces per box | BX | $81.80 | $49.08 |
| 4200016G | CombBind Binding Spine 1 3/4" 19 Ring Black 50 pieces per box | BX | $45.03 | $27.02 |
| 4200022 | CombBind Binding Spine 2" 19 Ring Black 50 pieces per box | BX | $48.33 | $29.00 |
| 9741010G | Strip VeloBind Binding Spine 11"x1" Black 100 sets per box | BX | $65.92 | $39.55 |
| 9741016G | Strip VeloBind Binding Spine 11"x1" Navy 100 sets per box | BX | $65.92 | $39.55 |
| 9741020G | Strip VeloBind Binding Spine 11"x2" Black 100 sets per box | BX | $95.95 | $57.57 |

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| 9741030G | Strip VeloBind Binding Spine 11"x3" Black 100 sets per box | BX | $141.10 | $84.66 |
| 1132830G | Strip SureBind Binding Spine 11"x1" Black 100 sets per box | BX | $65.92 | $39.55 |
| 9775012G | Twin Loop Binding Spine 1/4" 3:1 Silver 100 pieces per box | BX | $38.73 | $23.24 |
| 9775017G | Twin Loop Binding Spine 5/16" 3:1 Silver 100 pieces per box | BX | $42.62 | $25.57 |
| 9775111G | Twin Loop Binding Spine 5/16" 3:1 Navy 100 pieces per box | BX | $42.62 | $25.57 |
| 9775019G | Twin Loop Binding Spine 3/8" 3:1 White 100 pieces per box | BX | $56.58 | $33.95 |
| 9775022G | Twin Loop Binding Spine 3/8" 3:1 Silver 100 pieces per box | BX | $56.58 | $33.95 |
| 9775112G | Twin Loop Binding Spine 3/8" 3:1 Navy 100 pieces per box | BX | $52.88 | $31.73 |
| 9775023G | Twin Loop Binding Spine 7/16" 3:1 Black 100 pieces per box | BX | $76.02 | $45.61 |
| 9775027G | Twin Loop Binding Spine 7/16" 3:1 Navy 100 pieces per box | BX | $76.02 | $45.61 |
| 9775032G | Twin Loop Binding Spine 1/2" 3:1 Silver 100 pieces per box | BX | $85.20 | $51.12 |
| 9775033G | Twin Loop Binding Spine 9/16" 3:1 Black 100 pieces per box | BX | $91.38 | $54.83 |
| 9775037G | Twin Loop Binding Spine 9/16" 3:1 Silver 100 pieces per box | BX | $91.38 | $54.83 |
| 9775038G | Twin Loop Binding Spine 5/8" 2:1 Black 100 pieces per box | BX | $95.23 | $57.14 |
| 9775042G | Twin Loop Binding Spine 5/8" 2:1 Silver 100 pieces per box | BX | $89.02 | $53.41 |
| 9775043G | Twin Loop Binding Spine 3/4" 2:1 Black 100 pieces per box | BX | $99.02 | $59.41 |
| 9775047G | Twin Loop Binding Spine 3/4" 2:1 Silver 100 pieces per box | BX | $99.02 | $59.41 |
| 9775048G | Twin Loop Binding Spine 7/8" 2:1 Black 100 pieces per box | BX | $100.60 | $60.36 |
| 9775052G | Twin Loop Binding Spine 7/8" 2:1 Silver 100 pieces per box | BX | $100.60 | $60.36 |
| 9775057G | Twin Loop Binding Spine 1" 2:1 Silver 100 pieces per box | BX | $127.08 | $76.25 |
| 9665000G | Coil Binding Spine 6MM, 12" Length 4:1 Black 100 pieces per box | BX | $14.35 | $8.61 |
| 9665005G | Coil Binding Spine 6MM, 12" Length 4:1 Navy 100 pieces per box | BX | $14.35 | $8.61 |
| 9665010G | Coil Binding Spine 8MM, 12" Length 4:1 Black 100 pieces per box | BX | $18.27 | $10.96 |
| 9665011G | Coil Binding Spine 8MM, 12" Length 4:1 White 100 pieces per box | BX | $18.27 | $10.96 |
| 9665015G | Coil Binding Spine 8MM, 12" Length 4:1 Navy 100 pieces per box | BX | $18.27 | $10.96 |
| 9665020G | Coil Binding Spine 10MM, 12" Length 4:1 Black 100 pieces per box | BX | $24.10 | $14.46 |
| 9665021G | Coil Binding Spine 10MM, 12" Length 4:1 White 100 pieces per box | BX | $24.10 | $14.46 |
| 9665023G | Coil Binding Spine 10MM, 12" Length 4:1 Clear 100 pieces per box | BX | $24.10 | $14.46 |
| 9665025G | Coil Binding Spine 10MM, 12" Length 4:1 Navy 100 pieces per box | BX | $24.10 | $14.46 |
| 9665030G | Coil Binding Spine 11MM, 12" Length 4:1 Black 100 pieces per box | BX | $32.58 | $19.55 |

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| 9665040G | Coil Binding Spine 12MM, 12" Length 4:1 Black 100 pieces per box | BX | $34.80 | $20.88 |
| 9665041G | Coil Binding Spine 12MM, 12" Length 4:1 White 100 pieces per box | BX | $34.80 | $20.88 |
| 9665043G | Coil Binding Spine 12MM, 12" Length 4:1 Clear 100 pieces per box | BX | $34.80 | $20.88 |
| 9665045G | Coil Binding Spine 12MM, 12" Length 4:1 Navy 100 pieces per box | BX | $34.80 | $20.88 |
| 9665050G | Coil Binding Spine 13MM, 12" Length 4:1 Black 100 pieces per box | BX | $37.37 | $22.42 |
| 9665060G | Coil Binding Spine 14MM, 12" Length 4:1 Black 100 pieces per box | BX | $39.57 | $23.74 |
| 9665070G | Coil Binding Spine 16MM, 12" Length 4:1 Black 100 pieces per box | BX | $52.73 | $31.64 |
| 9665071G | Coil Binding Spine 16MM, 12" Length 4:1 White 100 pieces per box | BX | $52.73 | $31.64 |
| 9665073G | Coil Binding Spine 16MM, 12" Length 4:1 Clear 100 pieces per box | BX | $52.73 | $31.64 |
| 9665075G | Coil Binding Spine 16MM, 12" Length 4:1 Navy 100 pieces per box | BX | $52.73 | $31.64 |
| 9665080G | Coil Binding Spine 18MM, 12" Length 4:1 Black 100 pieces per box | BX | $58.55 | $35.13 |
| 9665090G | Coil Binding Spine 20MM, 12" Length 4:1 Black 100 pieces per box | BX | $70.65 | $42.39 |
| 9665093G | Coil Binding Spine 20MM, 12" Length 4:1 Clear 100 pieces per box | BX | $70.65 | $42.39 |
| 9665100G | Coil Binding Spine 22MM, 12" Length 4:1 Black 100 pieces per box | BX | $83.67 | $50.20 |
| 9665110G | Coil Binding Spine 25MM, 12" Length 4:1 Black 100 pieces per box | BX | $93.07 | $55.84 |
| 9665111G | Coil Binding Spine 25MM, 12" Length 4:1 White 100 pieces per box | BX | $93.07 | $55.84 |
| 9665113G | Coil Binding Spine 25MM, 12" Length 4:1 Clear 100 pieces per box | BX | $93.07 | $55.84 |
| 9665120G | Coil Binding Spine 30MM, 12" Length 4:1 Black 100 pieces per box | BX | $117.15 | $70.29 |
| 9665130G | Coil Binding Spine 33MM, 12" Length 4:1 Black 100 pieces per box | BX | $140.50 | $84.30 |
| 9742491G-1 | Covers Premium Regency Letter Black 200 pieces per box | BX | $175.53 | $105.32 |
| 2000919G | Covers Premium Plus Clear View Letter 14Mil Frost 100 pieces per box | BX | $109.15 | $65.49 |
| 9743108G | Covers Premium PVC Clear View Letter 9Mil Clear 100 pieces per box | BX | $52.40 | $31.44 |

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| 9742011G | Covers Standard PVC Clear View Letter 7Mil Clear 100 pieces per box | BX | $49.00 | $29.40 |
| 9742014G | Covers Standard PVC Clear View 11"x9" Index Allowance 7Mil Clear 100 pieces per box | BX | $56.35 | $33.81 |
| 2020080 | Covers Premium PVC Clear View 11"x17" 9Mil Clear 100 pieces per box | BX | $132.40 | $79.44 |
| 2001830G | Covers Premium Plus GlobeLetter 14Mil Frost 100 pieces per box | BX | $122.25 | $73.35 |

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of twelve (12) months until June 30, 2027. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

**CONTRACTOR**

By: Jim Sawyer

Name: Jim Sawyer

Title: Director of Sales

Date: 5/11/2026

**COOPERATIVE**

By: _____

Name: _____

Title: _____

Date: _____

Educational Service Unit Coordinating Council

# 2026-2029
# SPECIAL BUY AGREEMENT

THIS AGREEMENT is entered into by and between the Nebraska ESUCC Cooperative Purchasing ("Cooperative") and COMPanion Corporation ("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 as of the date of the last signature affixed hereto ("Effective Date") and shall continue until 12:00 midnight (CST) on the date that is three (3) years following the Effective Date, unless terminated earlier as provided by this Agreement or by law. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 5 of this Agreement.

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

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

7. **Student Privacy Protections.**

A. **Definition of Data.** Data include all Personally Identifiable Information (PII), Member Data, and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

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

C. **Definition of Personally Identifiable Information.** Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.

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

E. **Data De-Identification.** Contractor may use deidentified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Contractor agrees not to attempt to re-identify deidentified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt reidentification.

F. **Marketing and Advertising.** Contractor will not use any Data to advertise or market to students or their parents. Advertising or marketing may be directed to the Cooperative, ESUCC, Members, or their school districts only if student information is properly de-identified."

G. **Modification of Terms of Service.** Contractor will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Cooperative, the Members, and the affected school district(s).

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

I. **Data Use.** Contractor will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

J. **Data Mining.** Contractor is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

K. **Data Sharing.** Data cannot be shared with any additional parties without prior written consent of the User except as required by law.

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

M. **Rights and License in and to Data**. Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of the Member,

and Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Contractor any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

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

O. **Security Controls.** Contractor will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of the Member in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Contractor agrees to share its incident response plan upon request.

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

(1) Promptly notify the Cooperative and Members of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking Data;

(2) Consult with the Cooperative and Members regarding its response;

(3) Cooperate with the Cooperative's and Member's reasonable requests in connection with efforts by them to intervene and quash or modify the legal order, demand or request; and

(4) Upon the Cooperative's or a Member's request, provide them with a copy of its response.

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

8. **Termination.**

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

obligations become unavailable. The determination of the Cooperative as to the insufficiency of funds is conclusive.

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

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

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

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

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

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

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

9. **Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a Cooperative, ESUCC, ESU, or Member employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

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

**18. Taxpayer Identification.** Contractor's federal employer identification number is: 84-1378037

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: COMPanion Corporation
Attn: Mike Voseipka
1831 Ft Union Blvd Salt Lake City, UT 84121

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: Mike Voseipka | By: |
| Name: Mike Voseipka | Name: Larianne Polk |
| Title: VP | Title: Chief Executive Officer |
| Date: 5/8/26 | Date: |

**EXHIBIT "A"**

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

https://docs.google.com/document/d/1SxDt3FzwsdV7pQWitFUq4IhDIJMuE95cXL1gGvjXx_A/edit?usp=sharing

**EXHIBIT "B"**

**1. Contractor's Pricing**

Contractor's Pricing Model under this Agreement is:

**<<VENDOR-INSERT PRICING>>**

**https://docs.google.com/document/d/1zW77Yet9bMrSBuRUBu5tHr8dsTUKv6b_JDsNSL5Wk9k/edit?usp=sharing**

**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. <u>Acceptance of Services or Products</u>**:

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. <u>Title and Risk of Loss:</u>**

A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the Member, ESU, ESUCC, Cooperative.

B. Insurance during shipment and until the goods are accepted by the Cooperative, ESUCC, ESU, or Member is the responsibility of the Contractor.

**EXHIBIT "C"**

**SUMMARY OF PROJECT DELIVERABLES**

**<<TO BE COMPLETED BY VENDOR>>**

1. **Order Delivery Method Options**
    1. Members will submit orders direct to Vendor
    2. ESUCC Marketplace is the preferred method for order placement
2. **Electronic Orders**
    a. Vendor Capable of receiving orders electronically? Yes:Y___No:___
    b. Enable vendor items listed in Exhibit B to be placed in the ESUCC Marketplace for electronic orders_____Yes:Y_No:___
    c. If "Yes", Order receipt method: Email:Yes_____cXML:No_____
        i. If "Email" address to deliver orders to:sales@companioncorp.com_____
        ii. If "cXML" provide the following IT contact information
            Contact (First, Last name):_____
            Contact email address:_____
            Contact Phone:_____
    d. If "No, Alternate method will be determined
3. **Sales Representative Contact**
    **a.** First, Last name: Jeff Wheeler_____
    **b.** Title: Account Executive_____
    **c.** Phone: 801-365-0524_____
    **d.** Email: jwheeler@companioncorp.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):Jenessa Everett_____
    Contact email address:jeverett@companioncorp.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

1. **Product Information URL:** https://www.companioncorp.com/

## EXHIBIT "D"

### SOFTWARE LICENSE AGREEMENT

### <<VENDOR-INSERT SOFTWARE LICENSE AGREEMENT>>

This COMPanion Service Agreement (the "Agreement") is entered into by and between **COMPanion Corporation**, a Utah company with a principal place of business at 1831 East Fort Union Blvd., Salt Lake City, Utah 84121 ("COMPanion"), and ("Customer") as identified below:

Institution Name:

Principal Address:

WHEREAS Customer desires, in exchange for the payment of fees, that COMPanion provide Customer with access to all or a portion of the COMPanion products and services ("COMPanion Services"), as specifically set forth on one or more purchase orders and/or Invoices ("Order Forms") issued to COMPanion.

Now, therefore, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree to the COMPanion Terms of Service located at https://support.goalexandria.com/privacy-policy/

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date this document is electronically signed by the Customer (the "Effective Date").

**COMPanion Corporation**

COMPanion Authorized Representative
Signature:

**Customer**

Signature:
Name:
Title:
Institution:

*The date of this agreement is recorded at the time of signing.*

## EXHIBIT "E"

### AI-Powered Educational Tools Privacy Addendum

### ARTICLE I: DEFINITIONS

1. **Aggregated Data** means information that has or collected together from multiple sources in a way that does not personally identify any individual, and from which individual identities and information have been removed.
2. **AI Training Data** means any data used to train, test, or validate the Contractor's artificial intelligence or machine learning algorithms, models, or systems.
3. **Applicable Laws** means all applicable federal, state, and local laws, regulations, and industry standards relating to the privacy, confidentiality, or security of student data, including but not limited to FERPA, COPPA, PPRA, and the student data privacy laws of Nebraska.
4. **Authorized School Representative** means a person designated by ESUCC or a Member thereof who has the authority to access student data and provide consent for the collection, use, and disclosure of such data on behalf of the ESUCC or Member.
5. **Change of Control** means any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Contractor or of the portion of Contractor that performs the Services in the Service Agreement.
6. **Data Breach** means an unauthorized release, access to, disclosure or acquisition of student data that compromises the security, confidentiality or integrity of the student data maintained by the Contractor in violation of applicable state or federal law.
7. **Data** means all data, including all Personally Identifiable Information (PII), Member Data, and any other non-public information. Data include, but are not limited to, student data, metadata, and user content.
8. **Member Data** means all PII and other information that is not intentionally made generally available by the ESUCC or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
9. **Personally Identifiable Information** means personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in FERPA, 20 U.S.C. § 1232g.
10. **User** means a participant, instructor, or administrator of the Cooperative or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.
11. **De-Identified Data** means information that has been collected, manipulated, or anonymized that does not identify individual students and for which there is no reasonable basis to believe that the information can be used to identify an individual student. De-identification requires the removal of all direct and indirect student identifiers, including but not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID.
12. **Educational Records** shall have the meaning as set forth under FERPA, 20 § U.S.C. 1232g (a)(5)(A).
13. **Metadata** means information that provides meaning and context to other data being collected including but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect

identifiers are not considered Personally Identifiable Information or Student Data.

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

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

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

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

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

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

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

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

## ARTICLE II: SCOPE

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

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

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

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

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 subproccessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Coopeartive.

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.

# Euna Order Form

Euna Solutions, Inc.
1155 Perimeter Center West, Suite 500
Sandy Springs, GA 30338

**Bill To:**

Nebraska Educational Service Unit Coordinating Council
412 West 14th Avenue
Holdrege, NE 68949
United States

**End User:**

Nebraska Educational Service Unit Coordinating Council
412 West 14th Avenue
Holdrege, NE 68949
United States

**Prepared by:**

Dek Prentice
dek.prentice@eunasolutions.com

**Quote Expiry Date:** 2026-09-14

**Subscription Term:** 36 months

**Euna Solution Line: Euna Procurement**

| Annual Subscriptions | | |
|---|---|---|
| **Description** | **SKU Code** | **Quantity** |
| Electronic Bidding | PRIW-SW-29 | 1 |
| Supplier Management | PRIW-SW-33 | 1 |
| | Recurring Annual Fees: | USD 15,225.00 |

# ORDER NOTES

**Fees By Period:**

| Period | Price | Start Date | End Date |
|---|---|---|---|
| 1 | USD 15,225.00 | 9/15/2026 | 9/14/2027 |
| 2 | USD 15,380.00 | 9/15/2027 | 9/14/2028 |
| 3 | USD 15,535.00 | 9/15/2028 | 9/14/2029 |

**Terms of Payment:**
**NOTE THAT THIS IS NOT AN INVOICE**

- Net 30
- Applicable sales tax extra
- Annual Subscriptions
  - Due 100% on 2026-09-15.
- One-Time Services
  - Not applicable.

**For Customer Invoicing Purposes:**

**Tax ID #** _____

**Is this purchase tax exempt?** ☐ **Yes** ☐ **No. If yes, please include your tax-exempt form for our records.**

**Contact Information for Notices and Invoices:**

**Name:** _____

**Email:** _____

**Terms and Conditions**

Unless otherwise stipulated in Order Notes and Terms of Payment, the Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed above (the "Agreement").

All remittance advice and invoice inquiries can be directed to billing@eunasolutions.com.

# SAAS AND SERVICES AGREEMENT

This SAAS and Services Agreement, including all documents referenced and incorporated below and the Order Form which by this reference is incorporated herein (collectively, this "**Agreement**"), dated as of 9/15/2026 (the "**Effective Date**"), is by and between Euna Solutions, Inc. (referred to as "**Licensor**" or "**EUNA**," as part of the EUNA brand) and Nebraska Educational Service Unit Coordinating Council ("**Customer**"). EUNA and Customer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**." The Parties agree as follows:

1. Definitions.

a. "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and the applicable Order Form, and (ii) for whom access to the SAAS Offering has been purchased hereunder.

b. "**Confidential Information**" means any information relating to a Disclosing Party (as defined in Section 9), its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the Disclosing Party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as "confidential" or "proprietary," or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.

c. "**Customer Data**" means, other than Diagnostic Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.

d. "**Deliverable**" means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.

e. "**Diagnostic Data**" means all aggregated and de-identified information that EUNA's systems or applications automatically collect regarding Customer's use of the SAAS Offering and its performance, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.

f. "**Documentation**" means the applicable training, informational or support videos and documentation relating to (i) the use of and access to the SAAS Offering and (ii) any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto, provided by EUNA to Customer in any format.

g. "**Fees**" means the fees set forth in the applicable Order Form, including any Third-Party Pass-Through Fees as defined herein.

h. "**Intellectual Property Rights**" (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by applicable Law, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered

or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other intellectual property rights protectible under any Laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

i. "Law" means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law in the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.

j. "**Order Form**" means the order form between the Parties that incorporates this Agreement.

k. "**Public Facing Software**" means a portion of the Software made available by the Customer to members of the general public.

l. "**SAAS IP**" means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Diagnostic Data and any information, data, or other content derived from EUNA's monitoring of Customer's access to or use of the SAAS IP but does not include Customer Data.

m. "**SAAS Offering**" means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.

n. "**Professional Services**" means the services set out in the applicable Order Form and any associated statement of work attached or referenced in the Order Form ("Statement of Work"), if applicable.

o. "**Term**" has the meaning set forth in Section 10 a.

p. **"Third-Party Pass-Through Fees**" means fees charged to EUNA by third-party vendors for products, services, or application programming interfaces ("APIs") that are incorporated into or required for the operation of the SAAS Offering, which EUNA passes through to Customer at cost with no markup, where such fees are attributable to Customer's selection of, or contractual relationship with, a specific third-party vendor ("Customer-Selected Vendor"), and where the Customer-Selected Vendor's API or integration is required to enable the functionality described in the applicable Order Form.

q. "**Third-Party Products**" means any third-party products described in the applicable Order Form provided with or incorporated into the SAAS Offering.

2. Professional Services. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Order Form and Statement of Work.

3. Software Subscription.

a. Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) right to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms

and conditions herein. Such use is limited to Customer's internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. Public Facing Software. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.

c. Documentation License. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.

d. Optional Features. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to other licensees of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services that may be required for implementation.

e. Use Restrictions. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that causes such SAAS Offering or Documentation to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any person, or that violates any applicable Law.

f. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer or any Authorized User is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable Law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services or products required to enable Customer to access or use the SAAS Offering each a ("**Service Suspension**"). EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is investigated, contained, remediated, and cured. EUNA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

g. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer's use of the SAAS Offering and collect and compile Diagnostic Data. As between EUNA and Customer, all right, title, and interest in Diagnostic Data, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Diagnostic Data based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Diagnostic Data publicly available in compliance with applicable Law, and (ii) use Diagnostic Data to the extent and in the manner permitted under applicable Law. EUNA agrees to process Customer Data available in accordance with EUNA's privacy policy which is available upon request and online at https://eunasolutions.com/privacy-policy/. EUNA may update its privacy policy from time to time and such updated privacy policy will be effective and applicable upon posting.

4. Customer Obligations.

a. For Professional Services. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Order Form and Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA's provision of the Professional Services.

b. For the SAAS Offering. In connection with the SAAS Offering:

(i) Customer agrees to be responsible and liable for all uses of the SAAS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer agrees to be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the SAAS Offering and shall cause Authorized Users to comply with such provisions.

(ii) EUNA may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions. Where a Third-Party Product or API is provided by a Customer-Selected Vendor, Customer acknowledges that the pricing for such Third-Party Products or APIs is established and controlled solely by the Customer-Selected Vendor and is not within EUNA's control. EUNA shall pass through any increases in Third-Party Pass-Through Fees to Customer upon written notice as set forth in Section 5(c). Customer's continued use of the SAAS Offering following the effective date of any such increase shall constitute Customer's acceptance of the updated Third-Party Pass-Through Fees. For the avoidance of doubt, EUNA does not mark-up Third-Party Pass-Through Fees and assumes no liability for pricing decisions made by Customer-Selected Vendors.

(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation, and complete and accurate feedback, approvals, information, and data

from Customer's officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation and operation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing or operating the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation or provision of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

5. Fees and Expenses.

a. Fees. Except for Fees that Customer has successfully disputed, including any applicable Third-Party Pass-Through Fees, without offset or deduction, Customer shall pay the Fees without offset or deduction. Unless otherwise provided in the applicable Order Form, Customer shall pay the Fees in US dollars within thirty (30) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the Professional Services and the SAAS Offering until such amounts are paid in full.

b. Taxes. Fees do not include any taxes. Customer is exempt by Law from payment of State and local sales tax and federal excise tax. In the event that taxes are assessed by any governmental body on any Deliverable provided under this Agreement, in which Customer is not exempted from paying, EUNA shall have the option to terminate the Agreement in lieu of assessment of the taxes against EUNA, provided however that Customer shall have the option to pay EUNA all such tax amounts which have been properly invoiced, at Customer's discretion, to avoid termination of this Agreement. Customer shall provide EUNA with a valid tax exemption certificate upon request.

c. Third-Party Pass-Through Adjustments. Notwithstanding anything to the contrary in this Agreement, EUNA reserves the right to adjust the Fees payable under any Order Form to reflect changes in Third-Party Pass-Through Fees imposed by Customer-Selected Vendors. EUNA shall use commercially reasonable efforts to provide Customer with advance notice of anticipated Third-Party Pass-Through Fee changes as soon as practicable after EUNA receives notice from the applicable Customer-Selected Vendor, which notice shall identify: (i) the applicable Customer-Selected Vendor; (ii) the prior fee amount; (iii) the new fee amount; and (iv) the effective date of the adjustment. Customer-Selected Vendor fee adjustments shall be billed at cost with no markup by EUNA. Customer acknowledges and agrees that Third-Party Pass-Through Fee increases do not constitute a material breach of this Agreement by EUNA.

6. Service Levels and Support.

a. Service Levels. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to make the SAAS Offering available in accordance with the service levels set out in the provided service level documentation posted from time to time on EUNA's website at www.eunasolutions.com/sla/ (the "**Service Level Agreement**").

b. Support. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to provide the support services described in the support services documentation posted from time to time on EUNA's website at www.eunasolutions.com/sla/ (the "**Service Level Agreement**").

c. Updates. EUNA reserves the right to modify the Service Level Agreement from time to time effective immediately by posting an updated policy at the links referenced above. EUNA's support obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Service Level Policy, EUNA shall not have any obligation to provide support services to any third parties.

7. Representations, Limited Warranties, and Disclaimer.

a. Representations. Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.

b. Warranties for Professional Services. EUNA warrants that it will perform the Professional Services:

(i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;

(ii) using personnel of commercially reasonable skill, experience, and qualifications; and

(iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

c. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any warranties, representations or guarantees regarding uptime or availability of the SAAS Offering except to the extent specifically included in the applicable Service Level Policy. THE FOREGOING WARRANTIES, REPRESENTATIONS AND GUARANTEES DO NOT APPLY AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR ANY FAILURE IN PERFORMANCE CAUSED BY THIRD-PARTY PRODUCTS.

d. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties, representations and guarantees in this Agreement shall be as follows:

(i) EUNA shall use reasonable commercial efforts to promptly cure any such breach; provided, that if EUNA cannot cure such breach within sixty (60) days after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.

(ii) For Professional Services, Customer's remedy for breach of the foregoing warranties, representations and guarantees shall be the re-performance of the relevant Professional Services free of charge to the extent the breach was caused solely by EUNA. The foregoing remedy shall not be available unless Customer provides written notice of such breach (which notice reasonably describes the breach and the deficiencies identified by Customer) within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(iii) For any such breach involving a failure to meet the commitments in the Service Level Policy, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Policy.

e. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Intellectual Property.

a. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. If any derivative work is created by Customer from the SaaS Offering EUNA shall own all right, title and interest in and to such derivative work.

b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, or (ii) has a valid license with the right to sublicense the Customer Data to EUNA as provided herein. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Diagnostic Data. Customer represents, warrants and agrees that: (A) it will comply with applicable Law, including the Laws of the territories and jurisdictions from which any Customer Data is obtained or pertains, in collecting, using, disclosing, transmitting and in soliciting the transmission of Customer Data into or with the SAAS Offering as contemplated under this Agreement; (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA; and (C) EUNA's use, storage, disclosure and other processing of Customer Data in accordance with this Agreement or Customer's instructions or direction will not cause EUNA or any of its vendors to violate any applicable Law or infringe the rights of any individual or third party.

d. Passwords. Customer is responsible for the confidentiality and use of its passwords, other credentials, and account, and in no event shall EUNA be liable for any loss of information of Customer or

other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords, other credentials or account.

e. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health information, medical information, health insurance card information, policy identification numbers, or any other information that would cause EUNA to be classified as a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") or similar designation under other Laws, (ii) information that causes EUNA to be subject to any Laws beyond those Laws generally applicable to all cloud service providers, (iii) security passwords or credentials, and/or (iv) data revealing race, ethnicity, political opinions, religion, sexual orientation, philosophical beliefs or trade union membership or any other information identified under applicable Law as "sensitive information," "private information," or like designation (collectively, "**Prohibited Information**"). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify and hold EUNA harmless from and against any claims and liability arising from the transmission to EUNA of any Prohibited Information or any processing of such information by EUNA, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.

f. Feedback. If Customer or any of its employees or contractors provides, sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to the SAAS Offering, Documentation, Software, Professional Services, or any of EUNA's Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to EUNA, and will cause its employees, contractors and/or agents to assign to EUNA, all right, title, and interest in and to the Feedback, including all Intellectual Property Rights in the Feedback, to EUNA without further consideration. EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.

g. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP.

9. Confidentiality.

a. Generally. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Confidential Information shall at all times remain the property of the Disclosing Party. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party protects its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) except as permitted in this Agreement, not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives (including EUNA's affiliates and third party service providers) who need to know the Confidential Information to assist the Receiving Party, act on its behalf, or to exercise its rights or perform its obligations under this Agreement. The obligations in this section do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of the Receiving

Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information of the Disclosing Party.

b. Permitted Disclosures. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required to establish a Party's rights under this Agreement, including to make required court filings. If a Receiving Party is faced with judicial or governmental action to disclose Confidential Information of the Disclosing Party, the Receiving Party must, if legally permissible, notify the Disclosing Party forthwith and, at the Disclosing Party's request, provide reasonable assistance in opposing such action at the Disclosing Party's cost and expense.

c. Destruction. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy or securely archive, in accordance with its standard information retention practices, all copies of the Disclosing Party's Confidential Information in its possession or control and, upon request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed or archived in accordance with this Section. Notwithstanding the foregoing, (i) a Receiving Party may retain Confidential Information relevant to any pending or threatened litigation, audit, or governmental investigation, and (ii) EUNA may retain Customer's Confidential Information, including Customer Data, in accordance with its information retention policies and Section 15(a), including through logical archival, restricted access controls, backup systems, or similar commercially reasonable data management practices.

d. Irreparable Harm. Each Party acknowledges that Confidential Information may constitute unique, valuable, proprietary and trade secret information of the Disclosing Party, and that unauthorized disclosure thereof by the Receiving Party may cause irreparable injury to the Disclosing Party. Accordingly, each Party acknowledges and agrees that monetary damages may not be adequate in the event of a default of this Article 9 and, therefore, that the Disclosing Party may be entitled to injunctive or other affirmative relief, without such constituting an election of remedies, and that the Disclosing Party will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Article 9, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

e. Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

10. Term, Termination, and Survival.

a. Term. The term of this Agreement (the "**Term**") commences on the Effective Date of this Agreement and will continue in effect for as long as there is an outstanding Order Form in place. Each Order Form will continue for the applicable term listed in such Order Form until terminated by either Party in accordance with this Agreement. The termination or expiration of an Order Form will not affect or otherwise terminate this Agreement or any other Order Form covering other products or services in effect at such time.

b. User Subscriptions. All user subscriptions in an Order Form shall automatically renew for additional one-year at the end of the then current subscription term listed on the Order Form, unless the

Customer gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term of the subscription shall be the same as that during the prior term unless EUNA gives written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Notwithstanding the foregoing, Third-Party Pass-Through Fees are not subject to the renewal pricing stability provision of this Section and shall be governed exclusively by Section 5(c). For the avoidance of doubt, EUNA may adjust Third-Party Pass-Through Fees during a subscription term or at renewal in accordance with Section 5(c) without such adjustment constituting a violation of the renewal pricing notice requirements of this Section.

c. Termination for Convenience. Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a "**SaaS Recovery Amount**" equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

d. Termination for Cause. In addition to any other express termination right set forth in this Agreement:

(i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

e. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, EUNA will immediately cease providing any Professional Services and Customer shall immediately discontinue use of the SAAS Offering. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

f. Non-Appropriation. In the event Customer is not granted an appropriation of funds at any time during the Term and the non–appropriation did not result from an act or omission by Customer, Customer shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of the payments for which fund shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Customer's fiscal period, Customer shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Customer; and (c) Customer has exhausted all funds legally available to pay EUNA. If Customer terminates this Agreement because of non-appropriation of funds, Customer may not purchase or lease during the subsequent fiscal period, software and/or service performing the same function as, or functions taking the place of those performed by the software and/or service provided by EUNA; however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement.

g. Survival. Sections 3.g, 4, 5, 7, 8, 9, 10, 11, 12, and 14-34 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. Indemnification.

a. EUNA Indemnification.

(i) EUNA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ("**LOSSES**") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("**THIRD-PARTY CLAIM**") THAT THE SAAS OFFERING OR PROFESSIONAL SERVICES, OR ANY USE OF THE SAAS OFFERING OR PROFESSIONAL SERVICES IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, PROVIDED THAT CUSTOMER PROMPTLY NOTIFIES EUNA IN WRITING OF SUCH THIRD-PARTY CLAIM, COOPERATES WITH EUNA, AND ALLOWS EUNA SOLE AUTHORITY TO CONTROL THE DEFENSE AND SETTLEMENT OF SUCH THIRD-PARTY CLAIM.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit EUNA, at EUNA's sole discretion, to (A) modify or replace the SAAS Offering or Professional Services or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) terminate the license for the SAAS Offering and Professional Services and provide a pro rata refund to Customer. If EUNA determines that none of these alternatives is reasonably available, EUNA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SAAS Offering or Professional Services in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; (B) modifications to the SAAS Offering or Professional Services not made by EUNA; or (C) Customer Data; or (D) Third-Party Products.

b. Customer Indemnification. CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS, AND, AT EUNA'S OPTION, DEFEND EUNA AND ITS AFFILIATES, AND THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "EUNA GROUP") FROM AND AGAINST ANY LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM (I) THAT THE CUSTOMER DATA, OR ANY USE OF THE CUSTOMER DATA IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES, VIOLATES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR ANY LAW, OR (II) BASED ON CUSTOMER'S OR ANY AUTHORIZED USER'S (A) NEGLIGENCE OR WILLFUL MISCONDUCT; (B) USE OF THE SERVICES OR SAAS OFFERING IN A MANNER NOT AUTHORIZED BY THIS AGREEMENT; (C) USE OF THE SERVICES OR SAAS OFFERING IN COMBINATION WITH DATA, SOFTWARE, HARDWARE, EQUIPMENT, OR TECHNOLOGY NOT PROVIDED BY EUNA OR AUTHORIZED BY EUNA IN WRITING; OR (D) MODIFICATIONS TO THE PROFESSIONAL SERVICES OR SAAS OFFERING NOT MADE BY EUNA, PROVIDED THAT CUSTOMER MAY NOT SETTLE ANY THIRD-PARTY CLAIM AGAINST ANY OF THE EUNA GROUP UNLESS EUNA CONSENTS TO SUCH SETTLEMENT, AND FURTHER PROVIDED THAT EUNA WILL HAVE THE RIGHT, AT ITS OPTION, TO DEFEND THE EUNA GROUP AGAINST ANY SUCH THIRD-PARTY CLAIM OR TO PARTICIPATE IN THE DEFENSE THEREOF BY COUNSEL OF ITS OWN CHOICE.

c. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND EUNA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROFESSIONAL SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitation of Liability.

a. IN NO EVENT SHALL EUNA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL EUNA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO EUNA PURSUANT TO THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL EUNA BE LIABLE FOR ANY CLAIM BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

c. UNDER NO CIRCUMSTANCES SHALL EUNA HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY CUSTOMER DATA THAT IS INPUTTED INTO THE SAAS OFFERING.

13. Press Release. The Parties may issue a joint press release announcing the launch of the SAAS Offering and Customer's use thereof. Such press releases shall be subject to Customer's approval. Additionally, during the Term, EUNA may list Customer as a customer of EUNA, and Customer grants EUNA a non-exclusive, royalty-free, worldwide license to use any trademarks, service marks, or trade names of Customer in order to display such marks on EUNA's website and marketing materials.

14. Information Security. Each Party will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the other Party's Confidential Information, Intellectual Property, and, (i) in the case of EUNA, the Customer Data, and (ii) in the case of Customer, the SAAS IP.

15. Data Processing. To the extent that EUNA Processes Customer Personal Data in connection with the SAAS Offering, the applicable Data Processing Agreement ("DPA"), incorporated herein by reference, shall govern such Processing. For the purposes of this Section, the terms "Processing" and "Customer Personal Data" shall have the meanings ascribed to them in the applicable DPA, as further set forth in Sections 15(a) below.

**a.** EUNA's Data Processing Agreement ("US DPA"), available at https://eunasolutions.com/us-dpa/ and incorporated herein by reference, shall govern the Processing of Customer Personal Data subject

to Applicable US Privacy Law (as defined in the US DPA). In the event of a conflict between the US DPA and this Agreement with respect to the Processing of Customer Personal Data, the US DPA shall govern. EUNA may update the US DPA from time to time to reflect changes in applicable law or service operations, and such updated US DPA will be effective upon posting.

16. Export of Data.

a. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement:

(i) EUNA will disable Customer's and its Authorized Users' access to the SAAS Offering, including removal of portal and user interface access to Customer Data.

(ii) Customer Data will be logically archived and marked as inactive within EUNA's systems in accordance with EUNA's standard data retention practices. Such archival may include the use of logical deletion mechanisms (including internal flags or similar controls) that prevent Customer access while preserving system integrity, audit history, and compliance records.

(iii) Except as expressly required by applicable Law or as otherwise agreed in writing by the Parties, EUNA shall have no obligation to immediately destroy, erase, or physically delete Customer Data from production systems, archival systems, or backup media upon termination.

(iv) If Customer submits a written request for deletion of Customer Data following termination, EUNA will review such request and, to the extent commercially reasonable and not inconsistent with applicable Law, regulatory requirements, litigation hold obligations, contractual commitments, or legitimate business record retention practices, delete or anonymize such Customer Data within a reasonable timeframe. Any non-standard deletion efforts may be subject to a mutually agreed Statement of Work and applicable Fees.

(v) Customer acknowledges that EUNA maintains long-term archival and disaster recovery backups in the ordinary course of business. Customer Data contained in such backups may not be immediately removed and may remain until overwritten in the ordinary rotation cycle. EUNA will not restore or access such backups for the purpose of providing Customer access following termination, except as required by Law.

b. Data Extraction. During the Term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents. During the Term of and within thirty (30) days following termination of this Agreement, Customer may request EUNA to provide consulting services to Customer in order to perform a custom extract of Customer data from the SAAS Offering. EUNA will provide the requested consulting services for an hourly rate set forth in the Order Form or Statement of Work. Custom data extracts will be provided electronically in a text delimited flat file format (or other mutually acceptable format) and will be scrubbed of all EUNA proprietary data structures. Customer and EUNA will work together to determine a list of the specific data elements to be provided, at which point EUNA will provide an estimate of the time required to extract the data. Once the estimate has been provided, if Customer wishes EUNA to proceed with the data extract, Customer will make a mobilization payment of fifty percent (50%) of the estimated amount to EUNA. After receipt of this payment, EUNA will then have thirty (30) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for

acceptance. Upon acceptance, EUNA will provide Customer with a final accounting of hours and Customer shall be responsible for payment of the additional consulting fees.

17. Authorized Reseller Status; Option to Purchase Affiliate Products. GTY Technology Holdings Inc. is the parent company to multiple other SaaS companies under the Euna brand, including Euna Solutions, Inc. in the U.S. (such subsidiaries, "Affiliates"). These Affiliates sell purpose-built products and services for the public sector ("Affiliate Products"). As of the Effective Date, Affiliates include Euna Solutions Inc., and CityBase, Inc.. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Euna, as an authorized reseller, or Affiliates, the Affiliate Products on same terms of the Agreement. Notwithstanding the foregoing, Customer understands that different order forms, statement of work(s), and product specific service level agreements may apply. Customer will be provided the Affiliate's additional product terms and will have the opportunity to review and consent to such terms.

18. Entire Agreement. This Agreement, including and together with the Order Form referencing this SAAS and Services Agreement, and any Statements of Work, policies, and other documents referenced and incorporated herein or in the Order Form, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form, the Order Form followed by the Service Level Agreement shall supersede and control. To the extent the Order Form links to legal terms other than this SAAS and Services Agreement or a Statement of Work, those terms shall not apply.

19. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address in the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). For Notices to EUNA, legal@Eunasolutions.com shall be sent a courtesy email notification. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

20. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

22. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or

partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Notwithstanding the foregoing, EUNA may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets without Customer's consent.

24. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

25. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by EUNA shall be under its own control, Customer being interested only in the results thereof. EUNA shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Professional Services and the provision of the SAAS Offering. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Professional Services or the provision of the SAAS Offering. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

26. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Delaware, United States of America.

28. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Delaware, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Delaware. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

29. Export Regulation. Customer shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that

prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.

30. WAIVER OF JURY TRIAL. Each Party acknowledges that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. Force Majeure. "**Force Majeure Events**" means events beyond a Party's reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in Laws), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events (except for any obligations of Customer to make payments to EUNA hereunder). The Party affected by the Force Majeure Event will promptly notify the other Party and will resume performance when the Force Majeure Event is no longer effective and the impact has been remediated.

33. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

34. Government Use. The SAAS Offering, Documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the foregoing will be only those specified in this Agreement. Customer's rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.

35. Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion provided EUNA also agrees to do so in writing.

[signature page follows]

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Nebraska Educational Service Unit Coordinating Council

By_____

Name:

Title:

Euna Solutions, Inc.

By_____

Name:

Title:

Exhibit A

# Euna Order Form

Euna Solutions, Inc.
1155 Perimeter Center West, Suite 500
Sandy Springs, GA 30338

| Bill To: | End User: | Prepared by: |
|---|---|---|
| Nebraska Educational Service Unit Coordinating Council<br>412 West 14th Avenue<br>Holdrege, NE 68949<br>United States | Nebraska Educational Service Unit Coordinating Council<br>412 West 14th Avenue<br>Holdrege, NE 68949<br>United States | Dek Prentice<br>dek.prentice@eunasolutions.com |

**Quote Expiry Date:** 2026-09-14

**Subscription Term:** 36 months

**Euna Solution Line: Euna Procurement**

| Annual Subscriptions | | |
|---|---|---|
| **Description** | **SKU Code** | **Quantity** |
| Electronic Bidding | PRIW-SW-29 | 1 |
| Supplier Management | PRIW-SW-33 | 1 |
| | Recurring Annual Fees: | USD 15,225.00 |

# ORDER NOTES

**Fees By Period:**

| Period | Price | Start Date | End Date |
|---|---|---|---|
| 1 | USD 15,225.00 | 9/15/2026 | 9/14/2027 |
| 2 | USD 15,380.00 | 9/15/2027 | 9/14/2028 |
| 3 | USD 15,535.00 | 9/15/2028 | 9/14/2029 |

**Terms of Payment:**
**NOTE THAT THIS IS NOT AN INVOICE**

- Net 30
- Applicable sales tax extra
- Annual Subscriptions
  - Due 100% on 2026-09-15.
- One-Time Services
  - Not applicable.

**For Customer Invoicing Purposes:**

**Tax ID # _____**

**Is this purchase tax exempt?** ☐ **Yes** ☐ **No. If yes, please include your tax-exempt form for our records.**

**Contact Information for Notices and Invoices:**

**Name: _____**

**Email: _____**

**Terms and Conditions**

Unless otherwise stipulated in Order Notes and Terms of Payment, the Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed above (the "Agreement").

All remittance advice and invoice inquiries can be directed to billing@eunasolutions.com.

Exhibit B

# Euna Solutions General Service Level Agreement (SLA)

## Overview

The purpose of this Service Level Agreement (SLA) is to outline the general terms and conditions under which Euna Solutions will deliver hosted services to each of its clients. This document aims to ensure a mutual understanding of the service expectations, responsibilities, and performance standards between the parties involved.

This general SLA covers the common provisions of multiple products and services, including but not limited to Budget, Payments, and Procurement. It defines the general service levels, performance metrics, support processes, and maintenance schedules applicable to these hosted solutions. The scope of this agreement is to ensure that Euna Solutions delivers consistent, reliable, and high-quality services, thereby supporting their client business operations effectively.

## Service Performance

**Availability**
Solutions are continuously monitored by automated systems that track availability 24/7. The service is considered "available" when end-users can successfully access and use the core functionality of the hosted application as intended.

**Uptime Guarantee**
Euna Solutions is committed to delivering reliable solutions, ensuring that all hosted applications remain available a minimum of 99.9% uptime within any given calendar month.
Uptime percentage is determined based on the total number of minutes during which the service is operational in each month, e.g. 100% - (Unplanned downtime minutes/Minutes in the month).

**Uptime Exclusions**

- Any scheduled maintenance period where solution is unavailable due to an update or maintenance activity.
- A force majeure event where Euna Solutions has no direct control over resolving an issue
- Emergency maintenance where if issue were unaddressed, would result in material breach of SLA, data loss, or system security, etc. or could significantly impact service availability or security

## Support and Maintenance

Standard Support Hours are minimally 8am to 6pm Eastern Standard Time, Monday – Friday. Excluding statutory holidays

Response times vary by product and Priority definition. Priority definitions can be found below, and response times can be found within your product specific SLA

Maintenance Windows may also vary by product but Euna Solutions will guarantee that outside of any emergency, they will occur outside of client normal business hours and if not regularly scheduled, will have a 1~3 day advance notification.

## Responsibilities

**Euna Solutions shall**

- use commercially reasonable efforts to provide its customers with maintenance and support services (“Support Services”) via telephone, electronic mail, or other electronic means.
- host in a secure SOC2 environment such as AWS or Azure
- be responsible for maintaining application and information system software versions, updates, patches, and security.

**Client shall**

- be responsible for the confidentiality and use of its Passwords.
- not give rise to any breach of confidentiality or privacy laws, or any civil liability.
- not tamper with the security or render any part of the Systems unusable.
- not violate any local, state / provincial, federal or foreign law, treaty, regulation or convention applicable.

## Support Types and Levels

Support requests will be organized into four categories: requests, incidents, problems, and changes. These categories help ensure prioritization of requests and timely handling of each type.

**Requests** are specific requests for information, access to a service, or some change to an existing solution, e.g. how some feature is expected to work, Account Create/Modify, etc.

**Problems** are when the solution is not fit for use in some way or the solution is not working as intended or expected and are often quite localized, e.g. data is displaying incorrectly, any error message, etc.

**Incidents** are unplanned events that disrupt or reduce the quality or security of your service and often broadly affect numerous clients, e.g. a hardware or network malfunction, etc.

**Changes** include anything involving organizational changes to infrastructure, such as rolling out new services or upgrading software or making a change to a production hosting environment.

## Service Level Goals

Specific SLA times will vary by Product

Euna Service Desk will make every effort to fulfill requests and support incidents with the following target SLAs. A solution may initially be some temporary mitigation of the issue until a more complete solution may be implemented:

## Prioritization Matrix

**Urgency** is how bad the problem is, e.g. how many sites or people are affected, how dangerous to data or security the issue is, etc.

- **Critical**: e.g. Data Corruption, Security breach/vulnerability, numerous environments affected, Functionality inaccessible, etc.
- **High**: Very bad performance, more than one site affected, etc.
- **Medium**: Performance, workaround exists, non-critical business process
- **Low**: No significant problem, cosmetic, etc.

**Impact** is how quickly the problem needs be addressed, e.g. End of fiscal period, etc.

- **Critical**: Business use is impossible or significant potential to affect business
- **High**: Significant affect to business or significant potential to affect business
- **Medium**: Issues is annoying and/or troublesome, but business use may continue
- **Low**: Issue has little to no material effect to business processes

**Priority** is the resulting combination of Severity and Urgency and is minimally reflected by P1 to P4

- **P1**: Addressed as highest priority 24x7 until mitigated
- **P2**: Addressed as highest priority
- **P3**: Addressed as next available task to be taken on (Sprint interruption, but not task interruption)
- **P4**: Addressed after planned against all other Engineering, Security or Product initiatives

Examples:

- Onsite Demo (Critical urgency), single user login (Moderate Impact) is not working, is a P2
- A high vulnerability in the most recent release, is a P1
- A site cosmetic error like a misspelling, is a P4

| **IMPACT** | **URGENCY** | | | |
|---|---|---|---|---|
| | **Critical** | **High**<br>Affects 10-30% of tenants, leading to significant service degradation or partial outage | **Medium**<br>Affects less than 10% of tenants, with minor service performance degradation | **Low**<br>Affects individual tenants or a very small group, with negligible impact on overall service performance |
| **Extensive**<br>Critical business operations are halted, | P1 | P1 | P2 | P3 |

| | | | | |
|---|---|---|---|---|
| resulting in substantial financial loss or reputational damage | | | | |
| **Significant**<br>Important business functions are impaired, necessitating urgent attention and resolution | P1 | P2 | P3 | P4 |
| **Moderate**<br>Non-critical business operations are affected, requiring timely intervention | P2 | P3 | P4 | P4 |
| **Minor**<br>Very low impact on business operations, typically involving minor inconveniences | P3 | P4 | P4 | P4 |

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) – 438, 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) – 40
        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 – 165 (2025-2026) compared to 147 (2024-25)

**Sales/Revenue/Savings (05/05/2026)**

| | 2022-23 | 2023-24 | 2024-2025 | 2025-2026 Partial year |
|---|---|---|---|---|
| Sales | $28,863,734.69 | $26,202,146.01 | $25,291,922.98 | $19,278,260.37 |
| Revenue expected/received | $649,836 | $572,784.19 | $554,887.71 | $430,447.43/$315,690.23 |
| Savings | $7,875,838.03 | $8,221,418.21 | $8,477,945.64 | $5,703,954.70 |
| Total Savings % | 27.29% | 31.38% | 33.52% | 32.72% |

**YTD Last Reported Quarter (Q1 Partial)**

| Q1 2024 | Q1 2025 | Change | % Change |
|---|---|---|---|
| $7,321,712.49 | $7,504,743.15 | $183,030.66 | 2.5% Increase |

**By Program (2025-2026 Q1, partially reported)**

**AEPA** – is up $104,334.83

**Special Buys** – is down $122,054.21

**Prime Vendor –** is up $379,764.57

**Food Vendor Sysco**– was up $801,607.12

| South Dakota Schools | Sales | Savings |
|---|---|---|
| St. Francis Indian School | $28,861.24 | $9,620.41 |
| White River School District 47 | $21,725.05 | $7,241.69 |
| **Total** | **$50,586.29** | **$16,862.10** |

**Custodial -** HD Supply is now being reported as a Special Buy

**Paper/Annual Buy** – down $179,014.53

**All Programs combined** – we are up $183,030.66 for Q1 over the 2024-2025 school year.

**ESUCC Marketplace Metrics last 30 days (05/06/2026)**

- New Users 33 – down 78%
- Users' w/ Login 1,323 – up 13%
- User's w/ Order 738 – up 123%
- Orders 3,115 – up 301%
- Marketplace Spend $1,795,159.94– up 215%
- Items Replaced 108 – down 48%
- Savings Achieved with Replacements - $2,558.63 down 69%
- Spend By Month (Last 12 Months)
    - 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 - $29,610.31
    - January 2026 - $69,192.91
    - February 2026 - $451,771.97
    - March 2026 - $814,515.51
    - April 2026 - $1,872,332.71
    - May 2026 - $17,381.72 (05/06/2026)
- Total Sales through ESUCC Marketplace January 1 – December 31
    - 2026 - $3,222,439.97 (8 months remaining)
    - 2025 - $4,261,275.26
    - 2024 - $4,455,077.32
    - 2023 - $4,678,475.72
    - 2022 - $4,833,639.06
    - 2021 - $4,225,591.97
    - 2020 - $4,989,205.11
    - 2019 - $4,470,323.01
    - 2018 - $4,449,044.40
    - 2017 - $3,863,795.56
    - 2016 - $4,070,589.58
    - 2015 - $28,155.70

**2. Interlocal Agreements for Approval (Agenda item with Resolution)**

a. City of Crete
b. Mid Plains Community College
c. Nebraska Game and Parks Commission
d. Western Nebraska Community College

**3. Coop Contracts for Approval**

a. **AEPA 026.5**
    i. Blick Art Materials LLC
    ii. Midwest Technology Products
    iii. Paxton Patterson
    iv. Pitsco Education LLC
    v. Culinary Depot
    vi. Hubert
    vii. Douglas Equipment
b. **AEPA Extensions**
    i. Romtec, Inc.
c. **Special Buy Contracts/Addendums/Extensions**
    i. Approve Special Buy agreement with Pittsburgh Paints Co.
    ii. Approve Special Buy agreement with Bound to Stay Bound Books
    iii. Approve Special Buy agreement with Digital Red
    iv. Approve Special Buy agreement with COMPanion Corporation
    v. Approve Extension with ACCO Brands USA LLC
    vi. Approve Extension with HD Supply
d. **IonWave**
    i. Approve Contract with Euna Solutions for IonWave Technologies
        - **Electronic Bidding (eBid):** ESUCC conducts its annual "Paper Buy", "Annual Buy", Food Bids, and advertisement of AEPA solicitations through the IonWave portal. Instead of mailing paper bids, vendors submit their pricing and product specifications digitally.
        - **Vendor Registration:** All suppliers who want to sell products to Nebraska schools via ESUCC must register on the **ESUCC IonWave Portal**. This system tracks vendor credentials and ensures they receive notifications for new bid opportunities.
        - **Bid Evaluation:** ESUCC staff use IonWave's tools to compare vendor proposals side-by-side, helping them award the "lowest responsible bidder".
        - **Compliance and Transparency:** The platform provides a digital audit trail. Since public schools use taxpayer money, ESUCC uses IonWave to ensure solicitations meet legal requirements and procurement regulations.

4. **2025-2026 Coop Goal**
    a. **2025-2026 Goal:** Optimize Annual Buy Catalog for Member Value and Competitive Advantage
        i. To date the following tasks have been completed and our Goal has been met
            - A Report of 4 Year Sales history was created and then merged with current line items in the bid to see where gaps appear, identifying items that we haven't received bids on or where we have no reported sales in 4 years.

- Goal was met on September 18 prior to the publishing of bids on October 1.
- The following number of items have been identified and:
    a. 2,773 lines for the 2026 Annual Buy were evaluated
    b. 360 items removed from the bid for not having any sales history in the last 4 years.
    c. 113 items Kept Item in Catalog
    d. 47 Recent New Item – Kept
    e. 247 items we have Updated the specifications for the following reasons:
        i. Item was previously listed as an ONLY, meaning we would only accept a specific Manufacturer Model number. Specification changed to an Equivalent thus opening up the possibility of another manufacturer's model number could be bid.
        ii. Added additional equivalent manufacturers to encourage others to bid. Sometimes if a vendor sees it listed in the specification they will bid, otherwise they overlook it.
    f. 2 items moved to another bid section to align with vendors that would bid these items

b. **Secondary Goal:** Compare Annual Buy prices with marketplace competitors to measure relative savings.
    i. The data confirms that the Annual Buy Program is delivering exceptional value. By utilizing this program rather than standard year-round procurement channels, school districts are seeing an average 103% difference in markup.
    ii. 426 items have been analyzed; districts are avoiding costs that would have more than doubled their expenditures had they sourced outside of the Annual Buy. These savings allow for:
        - Budget Reallocation: Redirecting funds back into classroom resources and student services.
        - Increased Purchasing Power: Enabling districts to acquire a higher volume of necessary supplies within existing budget constraints.
        - Price Stability: Protecting district budgets from the volatility of the open market.

5. **Annual/Paper Buy**
    a. **Definition of the Annual Buy:** This is a line item bid where vendors are awarded by line item. If there is a tie for the bid price then a Nebraska vendor wins over an out of state vendor, otherwise it goes to a coin flip. Bids are sent to registered vendors nation-wide in October. Bid Awards announced in December and January, catalogs with over 4,200 items are published and distributed to schools/members in February. The orders are then aggregated by address (all teacher/staff orders for items are aggregated into one line item per address) and sent to vendors in March and April and merchandise is delivered to the Cooperative members during May through July. The product categories offered are as follows: Electronics and Related Supplies, General Supplies, Furniture, Copier Paper, Maintenance-Shop Supplies, Health & Safety Supplies, Athletic Equipment & Supplies, Hot Lunch Equipment & Supplies, Science Equipment & Supplies, and Art Equipment & Supplies.
    b. **2026 ESUCC-Annual Buy**
        i. Annual Buy closed on April 13. Orders sent to vendors in the amount of $1,534,469.52 This is down $107,854.98 from 2025 totals.
        2026 - $1,534,469.52
        2025 - $1,642,324.50
        2024 - $2,041,955.67
        2023 - $2,203,986.80
        2022 - $2,304,945.85
        2021 - $2,146,253.88
        2020 - $2,389,178.36
        2019 - $2,280,138.82
        2018 - $2,282,359.68
        2017 - $2,407,565.41
    c. **Annual Renewals – currently collecting orders**
        i. **Deadline May 15**
            1. Swank Motion Pictures – Movie Licensing (Extended to May 30)
                a. 147 orders $174,954 in orders to date (May 5)
            2. World Book – Updated Encyclopedia, Rule 10
                a. 84 orders $105,153.24 in orders to date (May 5)
        ii. **Deadline May 30**
            1. Zoom Services
                a. 27 MSA's Returned totaling $306,306.64 (May 5)
        iii. **Deadline June 15 (Orders accepted year-round)**
            1. Securly
                a. Securly – Internet Filtering, Classroom management, MDM, Student Wellness
                    i. 20 orders $50,333.65 in orders to date (May 5)
        iv. **Deadline June 28**
            1. JourneyEd - Adobe
                a. 91 orders $60,050 in orders to date (May 5)
        v. **Deadline July 15**

1. Infobase
    a. 4 orders $26,007.88 in orders to date (May 5)

6. **Definition of AEPA:** The Association of Educational Purchasing Agencies (AEPA) is a group of Educational Service Agencies/political subdivisions organized through a Memorandum of Understanding between all participating states for the purpose of securing combined volume purchasing contracts based on potential sales by qualifying customers in participating states. Of the many advantages to this unique purchasing group, are the combined human resources representing purchasing/bidding expertise, current and past vendor relationships, past experience and overall vision with regard to the needs of the qualified customers within each represented state. Nebraska is a founding member of AEPA, which started with ten states in 2000 and now has grown to 31 states. AEPA is a voluntary run organization and asks for volunteers from the membership to complete work in Bid Oversight, Administrative Committees, Marketing, Website management, Reporting and other areas as required.
    a. **2025 Assessments to be paid to AEPA**
        i. $4,446.71
            - Calculation (Yearly Sales * .00035) + $2,500 Fixed Assessment
            - ($5,562,027.34 * .00035) +$2,500 = $4,446.71
    b. **Spring AEPA Meeting April 27-29**
        i. Board Meeting held Friday April 24th via Zoom
            - Key actions included approving the agenda and minutes from the previous meeting, as well as financial statements.
            - Action Item: For AEPA join the National Cooperative Procurement Partners (NCPP) as a Cooperative Procurement Partner. Costs will be funded through the approved 2026 Marketing Budget
            - Approval of the 027.5 Categories
                a. 027.5A Recreational Structures (rebid of 023.5 category)
                b. 027.5B HVAC (previously attempted with no award)
                c. 027.5C Flooring
                d. 027.5D Auditorium, Stadium, and Field Seating
                e. 027.5E Emergency Vehicles
            - Award Recommendations for Solicitation 026.5
                a. 026.5-A Ind Arts and CTE
                b. 026.5-B Inst Kitchen Equip and Smallware's
            - Approve Governing Documents changes – First Reading
            - Committee Reports to the Board
                a. Solicitation Committee
                b. Marketing Committee
                c. Reporting Committee
                d. Website Committee
                e. Engagement Committee
                f. Meeting Planning Committee
            - AESA Update
            - AD HOC Committee for Capacity and Sustainability
                a. Background Information

b. Report Recommendations
    i. Presentation
    ii. In Summary: The AEPA Ad Hoc Committee presented two primary recommendations to address organizational sustainability and the limitations of its current volunteer-led model.
        1. The first and preferred recommendation is for the Board to authorize executive leadership to negotiate a final agreement with TruPointe, a third-party organization that would provide professional management support, including an online reporting system and expanded marketing expertise.
        2. Alternatively, the Committee recommends that the Board approve an increase in the Member Assessment Fee from .00035 to .08 on sales, effective January 1, 2027, to fund the hiring of additional internal staff to meet AEPA's critical near-term and long-term operational needs. While the Committee identified hiring internal staff as an option, it also noted that this approach would be costly and might not receive necessary support from member agencies.

- The Board held elections for Vice-President and Secretary
- Vendor Roundtables
    a. Monday 8:30 am to 5:15 pm ESUCC staff met with 23 vendors one on one to discuss Planning and Marketing for the next year. Each vendor session lasted 15 minutes each.

c. Tuesday was a day for a keynote speaker and Professional Development for Board Members and Vendors alike
    i. **Keynote Speaker** (Torsten Gross is a true maverick—defined by defying expectations and turning every "no" into a "yes." At 15, a diving accident in the Bahamas left him a C6 quadriplegic and became one of the most transformative days of his life, fueling him to break barriers. Since then, he's become the world's only quadriplegic rescue scuba diver, completed 12 marathons in 12 months, and built a successful marketing career, including serving as CMO of Aloqia. In 2021, Torsten began car racing, competing in International GT, SCCA, and the World Racing League in a hand-controlled Porsche GT4. Through racing, leadership, and the Just Hands Foundation, he shows how limits can become superpowers.
d. **Leveling the Playing Field: Cooperative Contracts & Rural Access**
    i. How cooperative contracts help small and rural districts gain access to pricing, vendors, expertise, and solutions that would otherwise be out of reach. **PRESENTER: Jeremy Dombek, Hellas**

ii. **Cooperative Purchasing in Practice: Rules, Realties, and Variations (Panel Discussion).** A practical conversation focused on building shared understanding around cooperative purchasing. Panelists will explore common questions about legality, state-to-state variation, and how cooperative purchasing applies across different project types—including construction—acknowledging that answers are not always universal. **PANELISTS: Craig Nelson, Tremco; Sarah Morehead, FieldTurf; Andy Stroud, CA; Mark Carollo, PA; Craig Peterson, NE**

iii. **Telling the Cooperative Story: Communicating Value with Clarity and Confidence.** How to communicate the value of cooperative contracts clearly, accurately, and responsibly —internally, externally, and to end users. **PRESENTER: Phil Santoro, Tremco**

iv. **Trust at Scale: Customer Service in Cooperative Purchasing.** What excellent customer service looks like when responsibility is shared. This session explores expectations, breakdown points, and best practices for maintaining trust at scale. **PRESENTERS: Meghan Cropp, WI; Aaron Nielsen, Quill**

v. **From Contract to Collaboration: Making Partnerships Work in Practice (Panel Discussion).** A thoughtful conversation about what happens after a cooperative contract is awarded—and how communication, relationships, and shared experiences help turn contracts into strong, productive partnerships. **PANELISTS: Heather Smith|Helen Schleis, School Specialty; Stephanie Kessler,CDWG; Brian Nagel, Daktronics; Todd Merriman, TX**

i. Wednesday

- **8:15 AM – NOON** The Connection Exchange is designed to foster meaningful, practical conversations across AEPA members and vendor partners. Unlike traditional roundtables, this is a participant-driven, interactive experience where attendees will move between discussions and engage with a variety of perspectives. Participants will select four discussion topics during the session, allowing for flexibility, engagement, and diverse interaction.
- **1:00 PM – 4:30 PM** VENDOR GROUP B | PARTNER LIGHTNING TALKS. Vendors provided a 5-minute lightning talk. 28 vendors in total presented.

a. **Future AEPA Meetings**

- 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
xiii. Dex Imaging - Streamline, Digitize, Transform: Modern Workflow Solutions for K–12 and Public Agencies
xiv. Hubert - Smarter Purchasing, Fewer Headaches: How Nutrition Leaders Can Save Time, Money, and Stay Compliant
xv. IKIO - Understanding the Best LED Lighting Upgrades for Your Athletic Facilities

**2. Marketing**

a. 14 Campaigns have been sent/scheduled since the last meeting –Please share the list with your Superintendents and other appropriate groups.
   i. Just Right Reader - Summer Success: Retaining Literacy Skills Beyond the School Year – 39.7% open rate
   ii. Brisk Teaching: AI That Actually Knows What You Teach – 40.5% open rate
   iii. Annual Buy 2026 - 4 Days to Deadline – 42.5% open rate
   iv. Best Plumbing - April 2026 New Items – 44.3% open rate
   v. Annual Buy 2026 - Last Call! – 42.4% open rate
   vi. What is SchoolsPLP & How is it different than what I currently use? – 33.9% open rate
   vii. eMackin Monthly Digital Digest – 38% open rate
   viii. Reminder: 2026 Annual Subscription Renewal Window – 44.1% open rate
   ix. Stop Shopping Around – Your Best Purchasing Partner is Already Here! – 42.5% open rate
   x. Busch Systems - Benefits of Modular Stations – 39.5% open rate
   xi. 2026-2027 Food Program Sign Up Time -Competitively bid food items – 51.9% open rate
   xii. Rooted in Flavor - Sysco School Food Showcase – 43.9% open rate
   xiii. Capstone - Helping Every Nebraska Student Read, Learn, and Explore – 34.8% open rate
   xiv. Brisk Teaching: AI That Actually Knows What You Teach – 37.2% open rate
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.

3. **Additional Information & Meetings**
    i. **Communications with the following vendors/organizations since last board meeting:** ResoluteGuard, Unanimous, ESU 4 & 6, ESU 16 & Zoom (Mark Manners) weekly,
    ii. **Conferences/Webinars/Trainings**: AEPA Monthly Webinar, AEPA Business Meeting Zoom, AEPA Spring Meeting in Person, Nebraska Educational Technology Association (NETA)

## 1024. ESUCC Board Member Mileage Reimbursement

The ESUCC establishes this policy to provide a consistent and equitable framework for reimbursing mileage incurred in connection with ESUCC Board Meeting participation. This policy is intended to support full participation by all member ESU's, while ensuring clear administrative processes and fiscal accountability.

Mileage reimbursement shall be authorized only for required in-person ESUCC Board Meetings and shall be limited to Administrators (not designees) who attend the entire ESUCC Board Meeting. Reimbursement shall not be provided for meetings attended virtually, or for any meetings where in-person attendance is not required. Eligible mileage shall be calculated on an actual round-trip basis and reimbursed at the current State of Nebraska mileage rate in effect at the time of travel.

All mileage reimbursements shall be paid directly by ESUCC to the respective Educational Service Unit rather than to individual administrators. Each ESU shall be responsible for any internal distribution of such funds in accordance with its own policies and procedures.

The ESUCC Chief Executive Officer shall verify attendance, confirm eligibility, and ensure accurate calculation and processing of reimbursements.

This policy shall operate on a fiscal year beginning September 1 and ending August 31. As a condition of participation, each ESU shall annually approve this mileage reimbursement policy.

The ESUCC Board shall review this policy annually and formally ratify, revise, or reaffirm its provisions for the following fiscal year.

| | |
|---|---|
| Legal Reference: | |
| Date of Adoption: | May 15, 2026 |

# CEO Report to the Board
# May 2026

**Committee Meetings Date:** May 14, 2026

**Board Meeting Date:** May 15, 2026

# Executive Committee

## Personnel Update

- PowerSchool Support Specialist
  - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
  - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
  - The offer will be made the week of June 22, 2026, at the latest.
  - The start date will be July 13, 2026.
- Level 3 Software Developer/Integrator
  - Position was posted on April 10, 2026 and closed May 8, 2026.
  - Interviews scheduled for May 18- May 22, 2026.
  - Offer/hire will be made should a viable candidate arise.
- 2026-2027
  - Contracted Support
    - Tech Development
    - Professional development support
  - PowerSchool Support Specialist, if necessary

## Budget Update

- Update on where we are with the budget process
- PowerSchool and Coop budgets increasing
- On track for pre-view in July

## ESUCC Board Member Succession Planning

- What should the next ESUCC Board member know and understand?

- Current Mentoring Guidelines for ESU Administrators - Key Discussion Topics:
  - ESUCC Organizational Chart
  - Role of the ESUCC Board Member
  - ESUCC Meetings
  - MSA
  - ESUCC Policy Manual
  - Sparq: Meetings and Negotiations Software process
  - ESUCC Website
  - Expectations and roles of standing and ad-hoc committees
  - Acronym list
  - PDO, Affiliates, Cadres
  - ESUCC Finances
  - ESU Boundaries
  - ESU Standards

# Educational Resources Committee

## Personnel Update

- PowerSchool Support Specialist
  - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
  - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
  - The offer will be made the week of June 22, 2026, at the latest.
  - The start date will be July 13, 2026.
- 2026-2027 Budget Work
  - Contracted Support - Professional development support
  - PowerSchool Support Specialist, if necessary

# Legal Committee

## Board Member Mileage Policy and Procedure

- Policy from Perry Law Firm
- Discuss Procedure

esucc
Educational Service Unit Coordinating Council

# Information Services Committee

## Personnel Update

- 2026-2027 Budget Work
    - Contracted Support for Tech Development

# Full Board

## Personnel Update

- PowerSchool Support Specialist
    - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
    - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
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- 2026-2027
    - Contracted Support
        - Tech Development
        - Professional development support
    - PowerSchool Support Specialist, if necessary

## Board Member Mileage Policy and Procedure

- Policy from Perry Law Firm
- Discuss Procedure

## Podcast at Annual Conference

- Andrew Easton, CLO, will be doing a podcast at the AESA Annual Conference

# Strategic Planning Update

- Focus groups have been scheduled:
  - ESUCC Board - May 19, 2026 at 11am
    - This will be published as an open meeting
  - Affiliate Chairs - May 21, 2026 at 12pm
  - ESUCC Staff - June 16, 2026 at 10am
  - Service Recipients - June 16, 2026 at 12pm
  - Chiefs - June 19, 2026 at 10am
  - Associations - June 23, 2026 at 11am

## 1024. ESUCC Board Member Mileage Reimbursement

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The ESUCC Board shall review this policy annually and formally ratify, revise, or reaffirm its provisions for the following fiscal year.

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# Info Services Committee Report

**Division**: Teaching & Learning

**Division Lead**: Andrew Easton, Chief Learning Officer

**Reporting Period**: April 2026

## Accessibility

- The Canvas Consortium team finalized three asynchronous courses that are housed in the Nebraska Learning Network (NLN)
    - One on Accessibility Essentials, one that is a Google-specific training, and one that is a Microsoft-specific training
    - Each course has a certificate of completion
- Note: The Department of Justice ("Department") has revised the regulations implementing title II of the Americans with Disabilities Act ("ADA"), extending the compliance dates for the requirements for web content and mobile application ("app") accessibility that were adopted on April 24, 2024. The compliance date for State and local government entities with a total population of 50,000 or more is extended from April 24, 2026, to April 26, 2027. The compliance date for public entities with a total population of less than 50,000, or any special district government, is extended from April 26, 2027, to April 26, 2028. (Source)
- NCADEMI will be presenting two sessions at the Future Ready Nebraska Conference (6/1-2), one for leadership on how to develop an accessibility roadmap and an additional session on making PDFs accessible.

## Artificial Intelligence

- Curated resources and have laid out the AI page for the SupportED Site
- Continued developing a pilot project with/between the ESUCC, Great Minds (Wit & Wisdom), and Swivl (M2) in an effort to create 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.
    - Launched the pilot at Hampton Public Schools on 4/15

    - Seeking literacy coaches to view a lesson video and the AI feedback and provide feedback.

# Canvas Consortium

- The Nebraska Canvas Virtual Roadshow will be held on June 11, 2026. Register at bit.ly/2026CanvasRoadshow
- Conversations regarding utilizing Canvas for ESUPO and the affiliates has been paused. We will revisit this in the fall of 2026.
- Coming Soon: Free to Access UDL Courses built with Novak Education

# ESUCC Updates

- The new ESUCC.org site is live
    - Updates and refinement of the current site content will be ongoing
- The Affiliate Directory Form was sent out. Please ask your affiliate members to complete it.
    - The Affiliate Directory will go live this summer.
- Generating Statewide Deliverables (GSD) Time has been communicated for September. The form is still open for requesting time at the May 2027 meetings.

# The Good Life EDU Podcast

- Created 3 new episodes of The Good Life EDU Podcast
    - **Episode 237**: From Siloed to Systemic: Elevating Digital Citizenship in the AI Era with Dr. Kristen Mattson
    - **Episode 236**: Inside the Work with Nebraska's Regional Literacy Coaches (RLCs) with Caryn Ziettlow (ESU 2) and Claudine Kennicutt (ESU 10)
    - **Episode 235**: Back to the Classroom: On Rediscovering Joy and AI-Powered Creativity in CTE with Tisha Richmond

# The Nebraska Ed Leadership Live Show

- Hosted the fifth and sixth episodes of The Nebraska Ed Leadership Live Show - featuring the NDE SEED Team (supported by NCSA)
    - Episode 1: John Skretta, Lincoln Public Schools
    - Episode 2: Keri Homan and Matt Stetson, Crawford Public Schools
    - Episode 3: Jamie Cook, Literacy Officer at NDE
    - Episode 4: Thomas Lee, Principal of Westview High School (OPS)
    - Episode 5: NRCSA Leadership: Stephanie Kaczor and Andy Havelka
    - Episode 6: Jackie Nielsen and James Ford, Beatrice Public Schools
    - Episode 7: Pam Brezenski, Project Manager, Get Set Nebraska
    - Episode 8: Eliu Paopao, Tech Director for Chadron Public Schools
    - Episode 9: Dan Schnoes (ESU 3) and Laura Barrett (ESU 13)

## SupportED Site

- A Rule 84 Professional Learning Collaboration
- Site will be live by June 1, 2026
- Collaborating with the NDE SEED Team on a leadership learning page
- Collaborating with the Coalition of Educator Workforce Development on a landing page for their resources

# Social Media

- **Twitter X Follower Numbers**
  - April 1534 (-3)
  - March 1537 (-20)
  - February 1557 (-5)
  - January 1562 (-1)

**2026**

  - November+December 1563 (-31)
  - October 1594 (-3)
  - September 1597 (+4)
  - May-August 1593 (+26)
  - April 1567 (+4)
  - March 1563 (+9)
  - February 1554 (-7)
  - January 1556 (-9)

**2025**

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

**2024**

  - November+December 1549 (+8) Reach: 3.6K
  - October 1541 (+28) Reach: 5.8K
  - September 1513 (+18) Reach: 10.3K
  - August 1495 (+41 Summer) Reach: 9.2K
  - July Reach: 9.8K
  - June Reach: 9.2K
  - May Reach: 16.2K
  - April 1454 (+11) Reach: 19.7K
  - March 1443 (+16) Reach: 17.6K
  - February 1427 (+12) Reach: 14.1K
  - January 1415 (+13) Reach: 13.6K

**2023**

- December 1402 (+7) Reach: 5.6K
- November 1395 (-8) Reach: 6K
- October 1403 (+46) Reach: 3.5K
- September 1357 (+14) Reach: 9K
- August 1343 (+19) Reach: 8K
- July 1325 (+9) Reach: 8.6K
- June 1316 (+13) Reach: 10.7K
- May 1303 (+8) Reach: 17.6K
- April 1295 (+1) Reach: 8.9K
- March 1294 (+10) Reach: 17.9K
- February 1284 (+12) Reach: 23.4K
- January 1272 (+14) Reach: 31.2K

**2022**

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

**2021**

- December: 690 (+67)

- **Facebook Page Followers and Reach Over Time**
  - April Views: 2.6K
  - March Views: 4.6K
  - February Views: 4.1K
  - January Views: 15.9K

  **2026**
  - December Views: 3.1K
  - November Views: 2.6K
  - October (+1) Views: 3K
  - September (+4) Views: 2.8K
  - May-Sept 1 (+0) Views: 11.7K - Reach 2.5K
  - April 655 (+4) Views: 2.7K - Reach 983
  - March 651 Followers Views: 4.5K - Reach 1.7K
  - February Views: 1.8K
  - January Reach: 1.5K

  **2025**
  - November + December Reach: 3.9K
  - October 642 (+5) Reach: 1.2K
  - September 637 (+4) Reach: 817

- August 633 (+21 for May-Aug) Reach: 1.8K
- July Reach: 709
- June Reach: 953
- May Reach: 901
- April 612 (+7) Reach: 1.1K
- March 605 (+6) Reach: 2.1K
- February 599 (+2) Reach: 538
- January 597 (+1) Reach: 362

**2024**

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

**2023**

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

**2022**

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

**2021**

- December: 194 (+7)

- **LinkedIn Impressions Per Month**
  - April — Impressions: 781
  - March — Impressions: 1,018
  - February — Impressions: 1,231
  - January — Impressions: 1,856

  **2026**
  - November+December — PV: 38 — Impressions: 1,546
  - October — Page Views: 16 — Impressions: 790
  - September — Page Views: 27 — Impressions: 1,571
  - May-Sept 1 — Impressions: 6,349 — Reach: 3,554 (av: 889) — Page Views: 76 (av: 19)
  - April — Page Views: 9 — Reach: 336
  - March — Page Views: 24 — Reach: 820
  - February — Page Views: 14 — Reach: 207
  - January — Reach: 663

  **2025**
  - Nov-Dec — Reach: 1,030
  - October — Page Views: ?? — Reach: 398
  - September — Page Views: 10 — Reach: 550
  - August — Page Views: 26 — Reach: 473
  - July — Page Views: 18 — Reach: 438
  - June — Page Views: 35 — Reach: 679
  - May — Page Views: 16 — Reach: 790
  - April — Page Views: 51 — Reach: 2,369
  - March — Page Views: 45 — Reach: 729
  - February — Page Views: 38 — Reach: 845
  - January — Page Views: 26 — Reach: 371

  **2024**
  - Nov+Dec — Page Views: 70
  - October — Page Views: 25
  - September — Page Views: 24
  - August — Page Views: 41
  - July — Page Views: 23
  - June — Page Views: 29
  - May — Page Views: 21

  **2023**

# Cybersecurity Report

**Division**: Technology Division

**Division Lead**: Scott Isaacson

**Reporting Period**: May, 2026

## Canvas/Instructure Cyber Incident

- During the week of May 4, 2026, Instructure began reporting that they had experienced a cyber incident involving a criminal threat actor which involved exposure of data in some number of Canvas instances.
- The underlying security vulnerabilities were closed and the compromised accounts in the system have been locked.
- The communications from Instructure included: *"At this time, we have found no indication that passwords, dates of birth, government identifiers, or financial information were involved."*
- Some Nebraska school district contacts were notified that their Canvas instances were involved in the incident.
- We don't have specific information yet on the scope/number of Nebraska districts affected.
- We are pressing our Canvas contacts for answers to these questions, and will continue to communicate as we receive more information:
    - To what extent are Nebraska Canvas consortium members affected?
    - What data was breached?
    - What technical measures (if any) do we need to take to secure our Canvas instances?
- Because more limited student information is generally populated in Canvas (such as email addresses, names and course rosters), this incident has a lower level of severity as compared to if a student information system was affected.
- Until or unless we receive information on additional threats, districts do not need to take additional actions at this time beyond monitoring email communications for suspicious or phishing emails, which is already a best practice regardless of this incident.

# SLCG Update

- There has not been any progress in the SLCG process since last month.
- Scoring for FY2024 proposals is finished. The Nebraska Office of the CIO (OCIO) is working to appoint two members to the state committee to positions which were vacated recently, and plans to meet to recommend projects for approval when those members are confirmed.
- As a reminder, the ESUs collaborated on three proposals:
    - Enhanced data backup and recovery services - hardware and software licensing to improve ESUs and schools abilities to restore data, requesting $802,200 of SLCG funds
    - Cyber Incident Response Planning - in collaboration with cities, counties and health districts, requesting $80,000 SLCG funding to support workshops on incident response planning and cyber assessment
    - Cybersecurity Awareness Training - funding to subsidize cyber training and anti-phishing platform such as Proofpoint, CyberNut, KnowBe4; requesting $882,000 of SLCG funds

# Cyber Legislation Update

- The steering committee for implementation of LB937's cybersecurity assessment provisions will meet during May, 2026 and over the summer as necessary to review and select a cybersecurity framework and data collection mechanism, as well as plan short, facilitated workshops to assist school districts in completing the assessment.
- It is intended that the level of effort to complete the assessment should be about 1 hour for a school district, and that the facilitated workshops can be added to already-scheduled meetings such as technology director/LAN manager meetings that the ESUs hold.

# Technology Division Report

**Division**: Technology Division

**Division Lead**: Scott Isaacson

**Reporting Period**: May, 2026

## Software Developer-Integrator Opening

- Our position postings are open through May 8, 2026. We have received a few promising applications and will be scheduling interviews for later in May as the next major step in our hiring process.

## Software Project Statistics

- Our major software projects, including SRS, SMART, NVIS, Nebraska Cloud, BIRT, Textbook Loan and Adobe Sync contain over 1.5 million lines of code, and make use of 3 major software languages

## 🌐 Core Infrastructure & Network Updates

- Next-Gen Platform: Purchase completed; equipment arrival delayed two weeks to early October 2026.
- Migration Timeline: Traffic migration planned for Q1/Q2 2027; old infrastructure retirement by fiscal year-end.
- DDoS Mitigation: Evaluating successors; quotes received for an Arbor upgrade.
- Uniti/Windstream Connectivity: Issues resolved; first network hop moved from Chicago to Lincoln.

## 🛡️ Cybersecurity & Incident Response

- K-12 Cyber Legislation: Steering committee for LB937/K12 Education Cybersecurity Act holds its initial Zoom meeting May 13, 2026.
- SLCG Grant Proposals: Collaborating on three bids for data backup ($802,200), incident response ($80,000), and awareness training ($882,000).
- Canvas/PowerSchool Incident: Instructure reportedly paid to have compromised data returned and destroyed; a webinar is being planned.
- FortiMail Status: Active on most schools; processing 1 million daily emails.
- Anti-Phishing Evaluation: Evaluating platforms (e.g., Proofpoint, KnowBe4) via a multi-tenant and content-based rubric.

## 💼 Group Buys & Administration

- LastPass Group Buy: Commitment deadline is late May 2026 for a July 1 effective date.
- License Deficit: Currently 1,703 accounts committed out of the 2,449 required to maintain the $8 discounted rate.
- NDE Rule 6 Review: Updating 2014 student data sharing standards; seeking feedback on Section 3 (Directory Information).
- NNAG Budget: Approved budget documents with participation fees capped at $310 per month.
- Web Operations: The legacy NOC website was unpublished by Gary Needham; future strategy may point to a single page on ESUCC.org.

# CEO Report to the Board
# May 2026

**Committee Meetings Date:** May 14, 2026

**Board Meeting Date:** May 15, 2026

# Executive Committee

## Personnel Update

- PowerSchool Support Specialist
  - Position will be posted on May 22, 2026 with a closing date of June 4, 2026.
  - Interviews will take place between June 8-17, 2026, depending on the interview team's availability.
  - The offer will be made the week of June 22, 2026, at the latest.
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  - Position was posted on April 10, 2026 and closed May 8, 2026.
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  - Offer/hire will be made should a viable candidate arise.
- 2026-2027
  - Contracted Support
    - Tech Development
    - Professional development support
  - PowerSchool Support Specialist, if necessary

## Budget Update

- Update on where we are with the budget process
- PowerSchool and Coop budgets increasing
- On track for pre-view in July

## ESUCC Board Member Succession Planning

- What should the next ESUCC Board member know and understand?

- Current Mentoring Guidelines for ESU Administrators - Key Discussion Topics:
  - ESUCC Organizational Chart
  - Role of the ESUCC Board Member
  - ESUCC Meetings
  - MSA
  - ESUCC Policy Manual
  - Sparq: Meetings and Negotiations Software process
  - ESUCC Website
  - Expectations and roles of standing and ad-hoc committees
  - Acronym list
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# Educational Resources Committee

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# Legal Committee

## Board Member Mileage Policy and Procedure

- Policy from Perry Law Firm
- Discuss Procedure

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# Information Services Committee

## Personnel Update

- 2026-2027 Budget Work
    - Contracted Support for Tech Development

# Full Board

## Personnel Update

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- Andrew Easton, CLO, will be doing a podcast at the AESA Annual Conference

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  - ESUCC Board - May 19, 2026 at 11am
    - This will be published as an open meeting
  - Affiliate Chairs - May 21, 2026 at 12pm
  - ESUCC Staff - June 16, 2026 at 10am
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ESUCC
Information Services Committee Meeting
Thursday, May 14, 2026, 3:30 PM
ESU 10 plus Zoom, 76 Plaza Blvd, Kearney, NE 68845

Attendance Taken at 3:17 PM.

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

Attendance Update Taken at 3:19 PM.

| | |
|---|---|
| Dr. Brian Maschmann (ESU 06): | 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 3:17pm.

1.1. Roll call

2. K-12 Cybersecurity Updates
   CIO Isaacson will provide the board with information specific to the statewide effort around K12 cybersecurity.

ESUCC CIO Scott Isaacson reviewed the attached Cybersecurity Report 2026-05 document.

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

3.1. Network Operations Coordinator (NOC)
Ben Wilson, NOC Chair, reviewed the attached NOC Report 5.13.2026 document.

4. Chief Executive Officer (CEO) Report
CEO Report to the Board - May 2026
ESUCC CEO Dr. Larianne Polk reviewed the attached CEO Report to the Board - May 2026 document.

4.1. Technology Division
ESUCC CIO Scott Isaacson reviewed the attached Tech Division Report 2026-05 document.

4.2. Teaching and Learning Divison
ESUCC CLO Andrew Easton reviewed the attached Teaching & Learning ESUCC Info Services Committee Report-5.8.2026 document.

5. Next Meeting Agenda Items

6. Adjournment
The Information Services Committee Meeting was adjourned at 3:57pm.

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

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**Division Lead**: Scott Isaacson

**Reporting Period**: May, 2026

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# Technology Division Report

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**Division Lead**: Scott Isaacson

**Reporting Period**: May, 2026

## Software Developer-Integrator Opening

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# Info Services Committee Report

**Division**: Teaching & Learning

**Division Lead**: Andrew Easton, Chief Learning Officer

**Reporting Period**: April 2026

## Accessibility

- The Canvas Consortium team finalized three asynchronous courses that are housed in the Nebraska Learning Network (NLN)
    - One on Accessibility Essentials, one that is a Google-specific training, and one that is a Microsoft-specific training
    - Each course has a certificate of completion
- Note: The Department of Justice ("Department") has revised the regulations implementing title II of the Americans with Disabilities Act ("ADA"), extending the compliance dates for the requirements for web content and mobile application ("app") accessibility that were adopted on April 24, 2024. The compliance date for State and local government entities with a total population of 50,000 or more is extended from April 24, 2026, to April 26, 2027. The compliance date for public entities with a total population of less than 50,000, or any special district government, is extended from April 26, 2027, to April 26, 2028. (Source)
- NCADEMI will be presenting two sessions at the Future Ready Nebraska Conference (6/1-2), one for leadership on how to develop an accessibility roadmap and an additional session on making PDFs accessible.

## Artificial Intelligence

- Curated resources and have laid out the AI page for the SupportED Site
- Continued developing a pilot project with/between the ESUCC, Great Minds (Wit & Wisdom), and Swivl (M2) in an effort to create 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.
    - Launched the pilot at Hampton Public Schools on 4/15

    - Seeking literacy coaches to view a lesson video and the AI feedback and provide feedback.

# Canvas Consortium

- The Nebraska Canvas Virtual Roadshow will be held on June 11, 2026. Register at bit.ly/2026CanvasRoadshow
- Conversations regarding utilizing Canvas for ESUPO and the affiliates has been paused. We will revisit this in the fall of 2026.
- Coming Soon: Free to Access UDL Courses built with Novak Education

# ESUCC Updates

- The new ESUCC.org site is live
    - Updates and refinement of the current site content will be ongoing
- The Affiliate Directory Form was sent out. Please ask your affiliate members to complete it.
    - The Affiliate Directory will go live this summer.
- Generating Statewide Deliverables (GSD) Time has been communicated for September. The form is still open for requesting time at the May 2027 meetings.

# The Good Life EDU Podcast

- Created 3 new episodes of The Good Life EDU Podcast
    - **Episode 237**: From Siloed to Systemic: Elevating Digital Citizenship in the AI Era with Dr. Kristen Mattson
    - **Episode 236**: Inside the Work with Nebraska's Regional Literacy Coaches (RLCs) with Caryn Ziettlow (ESU 2) and Claudine Kennicutt (ESU 10)
    - **Episode 235**: Back to the Classroom: On Rediscovering Joy and AI-Powered Creativity in CTE with Tisha Richmond

# The Nebraska Ed Leadership Live Show

- Hosted the fifth and sixth episodes of The Nebraska Ed Leadership Live Show - featuring the NDE SEED Team (supported by NCSA)
    - Episode 1: John Skretta, Lincoln Public Schools
    - Episode 2: Keri Homan and Matt Stetson, Crawford Public Schools
    - Episode 3: Jamie Cook, Literacy Officer at NDE
    - Episode 4: Thomas Lee, Principal of Westview High School (OPS)
    - Episode 5: NRCSA Leadership: Stephanie Kaczor and Andy Havelka
    - Episode 6: Jackie Nielsen and James Ford, Beatrice Public Schools
    - Episode 7: Pam Brezenski, Project Manager, Get Set Nebraska
    - Episode 8: Eliu Paopao, Tech Director for Chadron Public Schools
    - Episode 9: Dan Schnoes (ESU 3) and Laura Barrett (ESU 13)

## SupportED Site

- A Rule 84 Professional Learning Collaboration
- Site will be live by June 1, 2026
- Collaborating with the NDE SEED Team on a leadership learning page
- Collaborating with the Coalition of Educator Workforce Development on a landing page for their resources

# Social Media

- **Twitter X Follower Numbers**
  - April 1534 (-3)
  - March 1537 (-20)
  - February 1557 (-5)
  - January 1562 (-1)

**2026**

  - November+December 1563 (-31)
  - October 1594 (-3)
  - September 1597 (+4)
  - May-August 1593 (+26)
  - April 1567 (+4)
  - March 1563 (+9)
  - February 1554 (-7)
  - January 1556 (-9)

**2025**

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

**2024**

  - November+December 1549 (+8) Reach: 3.6K
  - October 1541 (+28) Reach: 5.8K
  - September 1513 (+18) Reach: 10.3K
  - August 1495 (+41 Summer) Reach: 9.2K
  - July Reach: 9.8K
  - June Reach: 9.2K
  - May Reach: 16.2K
  - April 1454 (+11) Reach: 19.7K
  - March 1443 (+16) Reach: 17.6K
  - February 1427 (+12) Reach: 14.1K
  - January 1415 (+13) Reach: 13.6K

**2023**

- December 1402 (+7) Reach: 5.6K
- November 1395 (-8) Reach: 6K
- October 1403 (+46) Reach: 3.5K
- September 1357 (+14) Reach: 9K
- August 1343 (+19) Reach: 8K
- July 1325 (+9) Reach: 8.6K
- June 1316 (+13) Reach: 10.7K
- May 1303 (+8) Reach: 17.6K
- April 1295 (+1) Reach: 8.9K
- March 1294 (+10) Reach: 17.9K
- February 1284 (+12) Reach: 23.4K
- January 1272 (+14) Reach: 31.2K

**2022**

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

**2021**

- December: 690 (+67)

- **Facebook Page Followers and Reach Over Time**
  - April Views: 2.6K
  - March Views: 4.6K
  - February Views: 4.1K
  - January Views: 15.9K

  **2026**
  - December Views: 3.1K
  - November Views: 2.6K
  - October (+1) Views: 3K
  - September (+4) Views: 2.8K
  - May-Sept 1 (+0) Views: 11.7K - Reach 2.5K
  - April 655 (+4) Views: 2.7K - Reach 983
  - March 651 Followers Views: 4.5K - Reach 1.7K
  - February Views: 1.8K
  - January Reach: 1.5K

  **2025**
  - November + December Reach: 3.9K
  - October 642 (+5) Reach: 1.2K
  - September 637 (+4) Reach: 817

- August 633 (+21 for May-Aug) Reach: 1.8K
- July Reach: 709
- June Reach: 953
- May Reach: 901
- April 612 (+7) Reach: 1.1K
- March 605 (+6) Reach: 2.1K
- February 599 (+2) Reach: 538
- January 597 (+1) Reach: 362

**2024**

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

**2023**

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

**2022**

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

**2021**

- December: 194 (+7)

- **LinkedIn Impressions Per Month**
  - April — Impressions: 781
  - March — Impressions: 1,018
  - February — Impressions: 1,231
  - January — Impressions: 1,856

  **2026**
  - November+December — PV: 38 — Impressions: 1,546
  - October — Page Views: 16 — Impressions: 790
  - September — Page Views: 27 — Impressions: 1,571
  - May-Sept 1 — Impressions: 6,349 — Reach: 3,554 (av: 889) — Page Views: 76 (av: 19)
  - April — Page Views: 9 — Reach: 336
  - March — Page Views: 24 — Reach: 820
  - February — Page Views: 14 — Reach: 207
  - January — Reach: 663

  **2025**
  - Nov-Dec — Reach: 1,030
  - October — Page Views: ?? — Reach: 398
  - September — Page Views: 10 — Reach: 550
  - August — Page Views: 26 — Reach: 473
  - July — Page Views: 18 — Reach: 438
  - June — Page Views: 35 — Reach: 679
  - May — Page Views: 16 — Reach: 790
  - April — Page Views: 51 — Reach: 2,369
  - March — Page Views: 45 — Reach: 729
  - February — Page Views: 38 — Reach: 845
  - January — Page Views: 26 — Reach: 371

  **2024**
  - Nov+Dec — Page Views: 70
  - October — Page Views: 25
  - September — Page Views: 24
  - August — Page Views: 41
  - July — Page Views: 23
  - June — Page Views: 29
  - May — Page Views: 21

  **2023**