



INTERNAL USE ONLY
PRO-CAPSTON-000417

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	LEARNING COMM DOUGLAS & SARPY CO	Contact	Paula Erlewine
		Email	perlewine@learningcommunityds.org

REQUESTING DEPARTMENT	
Participating Campuses	UNO
Administrative Unit/Dept.	CEHHS/MOEC
Primary Contact Name	Marsha Vance, MOEC Business Manager
Primary Contact Email	mvance@unomaha.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	This agreement with the Learning Community of Douglas and Sarpy Counties is to reimburse Metropolitan Omaha Education Consortium (MOEC) for expenses related to MOEC schools program evaluation. MOEC/UNO will invoice the Learning Community of Douglas and Sarpy Counties for expenses related to evaluation and in turn the Learning Community will send a reimbursement check to MOEC/UNO. If you have any questions, please contact Marsha Vance at mvance@unomaha.edu.				
Purchase Category	Consultants & Other Services				
Total Amount of Spend	30,000.00 USD	Start Date	8/31/2022 12:00 AM	End Date	8/31/2025 11:59 PM

BID INFORMATION	
Bid Number	n/a
Competitive Review Findings	Cooperative Agreement Used
Contract Information	n/a

Services Agreement

THIS SERVICES AGREEMENT (“Agreement”) is entered into effective as of September 01, 2022 (“Effective Date”) by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”), and the University of Nebraska at Omaha, on behalf of the Metropolitan Omaha Educational Consortium (“Provider”).

1. **Project:** Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby engages Provider, and Provider agrees to be engaged by Learning Community, to undertake and conduct the services more specifically set forth in the Scope of Work below (the “Project”).

2. **Scope Of Work:** This scope of work may be modified by mutual agreement of Provider and the Chief Executive Officer of the Learning Community (“CEO”) throughout the Project within the financial constraints described in Section 3 of this Agreement. Products and services to be provided pursuant to the Project may include those described in Exhibit A attached hereto and incorporated herein by this reference.

3. **Compensation:**

a. Learning Community shall fund the Project in the amount not to exceed the amount of Total Expenses provided in Exhibit A (attached hereto and incorporated herein by this reference) (the “Project Amount). During the term of this Agreement, Provider shall submit to Learning Community on or before the fifth (5th) day of each month, an itemized invoice setting forth the Services performed and an itemized listing of expenses actually incurred by Provider during the previous month and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. The Learning Community will review and approve payment of Provider’s invoice, in its reasonable discretion, and all undisputed amounts owed shall be paid by the Learning Community on or before the twentieth (20th) of each month.

b. Upon completion of the Project, or termination of this Agreement, as applicable, Learning Community shall, after review and approval of all invoices submitted by Provider pursuant to Section 3.a herein and submission by Provider of the final report pursuant to Section 4 herein and approval of same by Learning Community, pay to Provider the remaining balance due and owing to Provider, if any, pursuant to this Agreement after application of all payments made by Learning Community pursuant to Section 3.a towards the substantiated total expenses actually incurred by Provider; provided, however, that such payment amount shall be approved only to the extent the same will not result in the total amount of payments, including the payment to be made pursuant to this Section, to Provider exceeding the Project Amount. Said payment shall be made by Learning Community within 45 days after receipt of the invoice for the last month in which Provider performs Services for Learning Community.

c. If, upon completion of the Project or termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month during which Services were performed for the Project and the report required by Section 4, Learning Community has, after application of all payments made pursuant to Sections 3.a and 3.b., made payments to Provider which exceed the total amount due and owing to Provider, Provider shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement.

d. The amount(s) to be paid by Learning Community as provided under Section 3.a and 3.b shall constitute the entire consideration to be paid by Learning Community for the Project. Learning Community shall not be liable for any further costs, including, but not limited to, such items as overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by Provider in the performance of the Services related to the Project. Except as set forth in Sections 3.a and 3.b, Learning Community shall not be responsible for any payment for services related to the Project. Provider acknowledges and agrees that Provider shall be solely responsible for the total amount of expenses actually incurred which exceed, if any, the Project Amount. Learning Community funds may not be used by Provider to: (i) lobby or otherwise attempt to influence legislation; (ii) influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) distribute funds to any entity or individual, other than as permitted by this Agreement. No Learning Community funds shall be paid by Provider to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this Section, "immediate family member" is defined as a spouse, parent, sibling, child or stepchild of a Coordinating Council member or Learning Community employee.

4. **Reporting:** Provider shall submit a written final report on the Project to Learning Community within 30 days of the termination of the Project or expiration of the Project Term, whichever occurs first. The final report shall include narrative description of both Project activities and progress made toward the goals of the Project and a detailed accounting of all expenditures made from payments received pursuant to Sections 3.a. and 3.b. Said final report shall be submitted to the CEO.

5. **Obligations of Provider:**

a. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of Provider. Provider shall be responsible for establishing and maintaining adequate financial records for the Project, which records shall include a systematic accounting of the receipt and disbursement of Learning Community funds. Provider shall retain original substantiating documents related to specific expenditures of Learning Community funds and shall make these records available for review by Learning Community, or its designated representatives, upon request. Provider shall keep all financial records with respect to this Project for at least four (4) years following the year during which the Project Term ended. Learning Community, or a designated representative thereof, reserves the right, upon prior written notice, to audit Provider's books and records relating to the expenditure of any funds provided by Learning Community related to the Project.

b. Provider shall maintain, in full force and effect, all required governmental and professional licenses and credentials for itself, its facilities, employees, volunteers and all other persons engaged by Provider in conjunction with the Project.

6. **Ownership of Materials.** All original documents, illustrations, charts, graphs, maps, reproducible drawings, reports and other materials developed pursuant to the Project shall be the exclusive property of Learning Community and no contents of any such materials or documents shall be released except upon the express prior written consent of Learning Community, which consent may be granted by Learning Community in its sole discretion.

7. **Intentionally Omitted.**

8. **Independent Contractor:** Provider's status under this Agreement shall be that of an independent contractor and not that of an agent or employee. The Learning Community and Provider acknowledge and agree that the Learning Community shall not control or direct the manner in which Provider performs the Services, it being understood that Provider is an independent contractor. The Learning Community shall only specify the objectives to be accomplished and Provider agrees to work collaboratively with the Learning Community in achieving such objectives.

9. **Term / Termination:** This Agreement may be terminated: (a) at any time by mutual written agreement of the parties; (b) by either party if the other party materially breaches any provision hereof; (c) by either party, for any reason, upon thirty (30) days' advance notice; or (d) by its own terms on August 31, 2025. Notwithstanding the foregoing, the Learning Community may terminate this Agreement immediately and without prior notice to Provider if Provider, or any personnel of Provider performing the Services: (a) is convicted of any crime or offense; (b) fails or refuses to comply with the written policies or reasonable directives of the Learning Community; or (c) engages in serious misconduct in connection with the performance of the Services, as determined by the Learning Community in its reasonable discretion.

10. **Tax Duties and Liabilities:** Provider agrees that Provider is solely responsible for all tax returns and payments required to be filed or made to any federal, state or local tax authority with respect to performance of the Services and receipt of compensation under this Agreement. The Learning Community will report amounts paid to Provider by filing the necessary Forms 1099 with the Internal Revenue Service, as required by law. Because Provider is an independent contractor, the Learning Community will not withhold or make payments for Social Security; make unemployment insurance or disability insurance contributions; or obtain workers' compensation insurance on Provider's behalf. Provider agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, Social Security, disability and other contributions based on payments made to Provider under this Agreement.

11. **Fringe Benefits:** As an independent contractor, Provider is not eligible for, nor entitled to, and shall not participate in any of the Learning Community's fringe benefit plans, including, but not limited to, those providing for paid leave, retirement benefits, health or disability benefits, etc. In addition, the Learning Community shall not provide workers' compensation insurance for Provider, nor shall Provider be entitled to unemployment compensation benefits.

12. **Miscellaneous:** Because of the unique nature of the Services, this Agreement may not be assigned by Provider. This Agreement is subject to that certain University of Nebraska Legal and Policy Compliance Addendum by and between the Board of Regents of the University of Nebraska and Learning Community (the "Addendum"). The Addendum is hereby incorporated by reference and the parties agree to comply with such terms. In the event of a conflict between the terms of the Addendum and this Agreement, the terms of the Addendum shall prevail. The waiver of either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Provider and the Learning Community. This Agreement, and the Addendum, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings regarding the Services and shall be governed by, and construed and enforced in accordance with the laws of Nebraska. The parties agree that facsimile or email signature shall be effective as if originals.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective as of the Effective Date.

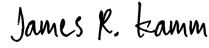
LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES, a Nebraska political subdivision

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA by and on behalf of the UNIVERSITY OF NEBRASKA AT OMAHA



By: _____
Bradley Ekwerekwu, Chief Executive Officer

Date: September 15, 2022



By: _____
[Assistant VC for Business, Budget & Finance]

Date: 09/26/22 | 13:33 CDT

METROPOLITAN OMAHA EDUCATION CONSORTIUM



By: _____
Martha Bruckner, Executive Director

Date: 09/26/22 | 12:19 CDT

EXHIBIT A
Description and Budget

MOEC has revised and collected baseline data on metrics designed to be measurable, meaningful, and manageable in order to clearly guide and assess our work. Since our metrics continue to be a significant and an integral part of the Community Achievement Plan, I am writing to ask for continued financial support for our work to collect and analyze for the metrics. Support from the Learning Community will demonstrate that we have designed and coordinated local efforts to improve student outcomes; the support will also help ensure that our evaluation measures are complete, accurate, reliable, and helpful in gauging our progress.

I am requesting a contribution not to exceed \$30,000 per year for the evaluation work for the 2022-2023, 2023-2024, and 2024-2025 school years. As previously designed, payment will be made upon proof of expenditure. None of the funds will be used for MOEC staff costs. Estimated costs are shown below:

Consultant costs related to program evaluations: \$12,500

Product costs for assessment collection and analysis (NWEA): \$12,500

Supplies related to data collection and analysis: \$2,500

Printing/Publications: \$2,500

Total expenses \$30,000 per year for three years

The above estimates are based on past costs and ongoing conversations about emerging metrics that will add to our understanding of what is needed and what is working. Our MOEC Data Work Group continues to discuss if additional assessments will be beneficial.

**UNIVERSITY OF NEBRASKA
LEGAL AND POLICY COMPLIANCE ADDENDUM**

This University of Nebraska Legal and Policy Compliance Addendum (the "Addendum") to the Learning Community MOEC 2022 Agreement (the "Agreement") is made and entered as of the date of the last signature set forth below between the Board of Regents of the University of Nebraska a public body corporate by and on behalf of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and LEARNING COMM DOUGLAS & SARPY CO ("Supplier").

RECITALS

- A.** University desires to enter the Agreement with Supplier.
- B.** The Agreement is in the form provided by Supplier, which the parties are using for their mutual convenience without the necessity of specifically negotiating a separate contract document.
- C.** The Agreement is, with the exceptions noted in this Addendum, acceptable to University.
- D.** Certain clauses in the Agreement cannot be accepted by University as a matter of law and policy of the State of Nebraska and University.
- E.** Supplier is willing to modify the Agreement as set forth in this Addendum.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and herein and the above recitals, which are incorporated into this Addendum by this reference, the parties agree as follows:

- 1. Incorporation and Priority of Terms.** The Agreement is amended as stated herein and this Addendum is incorporated into the Agreement by this reference. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.
- 2. Assignment.** The Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder shall be void.
- 3. Governing Law and Forum.** The Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by either party hereunder shall be in the state or federal courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to the Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.
- 4. Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students for any loss, claim, damage, expense, or liability of any kind arising out of or in connection with the performance or nonperformance by Supplier and its officers, employees, agents, and subcontractors.
- 5. Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.
- 6. Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in the Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.
- 7. Taxpayer Transparency Act.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. § 84-602.01), as may be amended), University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of the Supplier to notify University of any requested redactions to such contracts and documents under Neb. Rev. Stat. § 84-712.05(3) at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.
- 8. Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), which are incorporated by reference with the following statement: **“This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their**

status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.”

9. Nondiscrimination. Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

10. Logos or University Marks. The Supplier shall not use or display any University campus name, logo, trademark, service mark (individually a “Mark” and collectively the “Marks”) and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of University Marks is expressly prohibited. Supplier agrees it will not use University’s name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier’s business.

11. Right to Audit Privilege. University reserves the right to audit or inspect work performed by the Supplier under the Agreement. University may participate directly or through an appointed representative in order to verify that the services related to the Agreement have been performed in accordance with the procedures indicated.

12. Purchase Order Requirement. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of the Agreement. All invoice(s) submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.

13. Conflict of Interest. No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat. §§ 49-1493 through 49-14,104. Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to the Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under the Agreement. In the event the potential conflict of interest cannot be resolved, University may declare the Agreement void and of no further force or effect and University shall have no further obligations under the Agreement.

14. Compliance. Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

15. Insurance. The Supplier shall at its own expense obtain and maintain throughout the term of the Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate to cover such liability caused by, or arising out of, activities of the Supplier and its agents and/or employees while engaged in or preparing for the provision of the goods or services provided under the Agreement. If the goods or services include providing technology services, software, or support, Supplier shall obtain and maintain cyber liability insurance coverage of not less than ten million dollars (\$10,000,000) per occurrence and in the aggregate to cover such liability resulting or arising from acts, errors, or omissions in rendering such technology services, software, or support. Upon request by University, the Supplier shall furnish to University certificates of insurance evidencing such

insurance is effective prior to commencement of work under the Agreement. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

16. Notice. Any notice to either party hereunder shall be in writing and shall be served either personally, by email (to the extent an email address is set forth below), or by registered or certified mail. All such notices shall be effective when received and shall be addressed to the following individuals at the following addresses:

To the Supplier:

Paula Erlewine
perlewine@learningcommunityds.org
1612 North 24 Street Omaha, NE 68110

To the University:

Marsha Vance, MOEC Business Manager
mvance@unomaha.edu
6001 Dodge Street CEC 223B Omaha, NE 68182

17. Unavailability of Funding. Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of the Agreement notwithstanding the consideration contained within the Agreement. In the event funds to finance the Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such termination or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel the Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

18. Unenforceability of Certain Terms. Notwithstanding any provision of the Agreement to the contrary, any of the following terms within the Agreement shall have no effect and shall not be enforceable:

- a. Any term automatically continuing the Agreement period from term to term;
- b. Any term requiring or stating that the terms of the Agreement shall prevail over the terms of this Addendum in the event of conflict;
- c. Any term requiring University (or any University employee acting in the course and scope of employment) to indemnify or to hold harmless Supplier for any act or omission;
- d. Any term requiring University to add Supplier as an additional insured;
- e. Any term imposing interest charges contrary to those allowed by Neb. Rev. St. § 81-2404;
- f. Any term requiring the application of the law of any state other than the State of Nebraska in interpreting or enforcing the Agreement or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than the State of Nebraska;
- g. Any term limiting or adding to the time period within which claims can be made or actions can be brought;
- h. Any term waiving the sovereign immunity of the State of Nebraska;

- i. Any term limiting Supplier's liability for damages to University (or any University employee acting in the course and scope of employment) for any cause whatsoever related to: (i) intellectual property indemnity required by the Agreement; (ii) liquidated damages assessed under the Agreement; (iii) claims for personal injury, including death; (iv) claims for damage to real property or tangible or intangible property arising from Supplier's acts or omissions under the Agreement; (v) any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by the Agreement or this Addendum to be maintained, by Supplier; and (vi) damages arising from the gross negligence or willful misconduct of Supplier, its employees, its subcontractors, or its agents;
- j. Any term permitting unilateral modification of the Agreement by Supplier;
- k. Any term obligating University to pay attorneys' fees;
- l. Any term requiring the confidentiality of records in contravention of the Nebraska public records statutes, Neb. Rev. Stat. §§ 84-712 through 84-712.09;
- m. Any term binding University (or any University employee acting in the course and scope of employment) to any method of resolution of disputes under the Agreement not instituted in accordance with the provisions of Neb. Rev. Stat. §§ 81-8,302 to 81-8,306;
- n. Any term requiring any University employee acting in the course and scope of employment to guarantee performance or any obligation under the Agreement;
- o. Any term granting Supplier a security interest in property of University; or
- p. Any term granting control of litigation or settlement to Supplier or any third party.

IN WITNESS WHEREOF, the parties have entered into this Addendum as of the date set forth below.

University Department Approval (if applicable) Supplier

Signature: Martha Bruckner

Signature: Bradley Edwerekwu

Printed Name: Martha Bruckner

Printed Name: Bradley Edwerekwu

Date: 09/26/22 | 12:19 CDT

Date: 09/23/22 | 10:24 CDT

Title: MOEC Executive Director

Title: CEO

Email: mbruckner@unomaha.edu

I affirm that if I am an employee of the University of Nebraska, I have notified the University of my status as an employee and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.16, Purchases Involving University Personnel.

Board of Regents of the University of Nebraska

Signature: James R. Kamm

Printed Name: James Kamm

Date: 09/26/22 | 13:33 CDT

Title: Asst. VC Business and Finance


Certificate Of Completion

Envelope Id: 30AEDB0DDC144E60A5366AF21E714D0A	Status: Completed
Subject: Signature request on Contract Learning Community MOEC 2022	
Source Envelope:	
Document Pages: 13	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Disabled	Contracts Team Service Account
Time Zone: (UTC-06:00) Central Time (US & Canada)	1400 R St.
	Lincoln, NE 68588
	contracts@nebraska.edu
	IP Address: 199.188.157.82


Record Tracking

Status: Original	Holder: Contracts Team Service Account	Location: DocuSign
9/23/2022 10:17:14 AM	contracts@nebraska.edu	


Signer Events

Signer Events	Signature	Timestamp
Bradley Edwerekwu bekwerekwu@learningcommunityds.org Security Level: Email, Account Authentication (Optional)		Sent: 9/23/2022 10:18:23 AM Viewed: 9/23/2022 10:23:19 AM Signed: 9/23/2022 10:24:05 AM
	Signature Adoption: Pre-selected Style Using IP Address: 68.13.130.11	

Electronic Record and Signature Disclosure:
Accepted: 9/23/2022 10:23:19 AM
ID: ae993063-72f9-422b-8ce9-5acc6b4641ea

Martha Bruckner mmbruckner@unomaha.edu Executive Director, Metro Omaha Education Consortium Security Level: Email, Account Authentication (Optional)		Sent: 9/23/2022 10:24:06 AM Viewed: 9/26/2022 12:18:18 PM Signed: 9/26/2022 12:19:13 PM
	Signature Adoption: Pre-selected Style Using IP Address: 69.63.115.166	

Electronic Record and Signature Disclosure:
Accepted: 9/26/2022 12:18:18 PM
ID: ac8acf88-94c8-44d1-9c59-7c390e019af0

James R. Kamm jameskamm@unomaha.edu Assistant VC for Business and Finance University of Nebraska @ Omaha Security Level: Email, Account Authentication (Optional)		Sent: 9/26/2022 12:19:15 PM Viewed: 9/26/2022 1:28:35 PM Signed: 9/26/2022 1:33:09 PM
	Signature Adoption: Pre-selected Style Using IP Address: 137.48.255.216	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/23/2022 10:18:23 AM
Certified Delivered	Security Checked	9/26/2022 1:28:35 PM
Signing Complete	Security Checked	9/26/2022 1:33:09 PM
Completed	Security Checked	9/26/2022 1:33:09 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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