

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING THE PERKINS CORRECTIONS GRANT AWARD TO FUND EDUCATIONAL AND
CAREER PLANNING SERVICES FOR THE SARPY COUNTY DAY REPORTING CENTER

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, a Perkins Corrections grant was available through the Nebraska Department of Education, and;

WHEREAS, the Nebraska Department of Education applied for the grant on behalf of the Sarpy County Day Reporting Center; and,

WHEREAS, the Perkins Corrections grant has been awarded to the Sarpy County Day Reporting Center to provide educational and career planning services to individuals served by the probation system within Sarpy County; and,

WHEREAS, Sarpy County is committed to and supports programs at the Sarpy County Day Reporting Center; and;

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the Perkins Corrections Grant Award for the Sarpy County Day Reporting Center is hereby approved.

DATED this 10th day of May, 2011.

MOVED by Jim Thompson, seconded by Jim Warren, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

none

none

ABSTAIN:

none

Attest:

SEAL



[Signature]
County Clerk

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Joni Albrecht District 2
Tom Richards District 3
Pat Thomas District 4
Rich Jansen District 5

MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: Perkins Corrections Grant Award

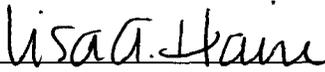
On May 10, 2011 the County Board will be asked to approve the attached Perkins Corrections Grant award for educational and career planning services at the Sarpy County Day Reporting Center. The grant was applied for through the Nebraska Department of Education by the Nebraska State Probation Office. The Nebraska State Probation Office has asked Sarpy County to serve as the grantee. The grant will provide assistance to individuals served by the probation system within Sarpy County.

The grant awards the Sarpy County Day Reporting Center with \$40,000. \$30,000 will be used to purchase a license from Kuder for access to the Nebraska Career Connections System and Kuder's Career Planning Systems. Additionally, \$2,026.17 will be used to purchase bus passes, \$2,719.96 to purchase four laptop computers, \$2,950 for daycare vouchers, \$1,123.88 for two printer/scanners, \$1,000 for postage, and \$179.99 for a Wi-Fi router.

There is no County match required for the grant.

Do not hesitate to contact me if you have comments or questions.

May 6, 2011



Lisa A. Haire
593-1565

cc: Mark Wayne
Brian Hanson
Scott Bovick
Jeff Jennings
Jodi York
Deb Houghtaling

**NEBRASKA DEPARTMENT OF EDUCATION
301 Centennial Mall South - PO Box 94987
Lincoln, NE 68509-4987**

GRANT AWARD NOTIFICATION

<p>Name and Address of Grantee (Subrecipient Agency)</p> <p>Sarpy County Day Reporting Center 1210 Golden Gate Dr. Papillion, NE 68046</p> <p>Address Book Number 574612</p>	<p>NDE Program Contact/Phone Number/Email:</p> <p style="padding-left: 40px;">Richard Katt /402.471.4808/ rich.katt@nebraska.gov</p> <p>NDE Payments Contact/Phone Number/Email:</p> <p style="padding-left: 40px;">Harlan Feather /402.471.4340/ harlan.feather@nebraska.gov</p>
<p>Grant or Project Title</p> <p>Perkins Corrections Grant CFDA 84.048A</p>	<p>Amount of Grant <u> \$40,000.00 </u></p> <p>Amendment</p>
<p>Project Number:</p> <p style="padding-left: 40px;">10-4735-00-77-4002</p>	<p>Grant Project Period: From: 02-08-11 To: 06-30-11</p> <p>Grant Award Period: From: 02-08-11 To: 06-30-11</p>
<p>Business Unit (NDE USE ONLY)</p> <p>13417314.591100.INSTN</p>	
<p>A. This Grant shall be in effect for a designated period of the Grant award (Grant Period) unless otherwise terminated or suspended.</p> <p>B. Program and fiscal reports will be completed and submitted as required reporting grant activities in accordance with the approved application and budget as required by NDE.</p> <p>C. Notice of or requests for amendments must follow procedures detailed in the application instructions.</p> <p>D. The obligation period of the Grant is identified in Grant Period. Obligations cannot be made prior to or after this Grant Period. All obligations should be liquidated within 45 days after ending date of Grant. At the completion of the project, a final request for funds accompanied by the final report of expenditures must be submitted to NDE with proper documentation, <u>not later than 60 days after the end of the grant period.</u></p> <p>E. All reports and claims for reimbursement expenditures will be submitted on the forms prescribed in the Fiscal Year Closeout section of the <i>Perkins Management Guide</i> or are available at the Nebraska Career Education Website located at: http://www.nde.state.ne.us/NCE under the Forms section.</p> <p>F. The Perkins Accountability forms data site is online at http://portal.nde.state.ne.us.</p> <p>G. If grant funds are not expended in accordance with the grant award, the Department may require that the grant funds be returned.</p> <p>H. Records will be maintained for equipment acquired and the equipment will remain under the administrative control of the subrecipient/grantee. Federal Regulations 34 CFR 80.32, 80.42 or the Secretary of State Record Retention Schedule is applicable to records retention.</p> <p>I. The grantee (subrecipient agency) assures NDE that the project will be conducted in accordance with state/federal statutes and regulations as outlined in the application instructions and as otherwise applicable. This includes, as applicable, all procurement requirements as provided in Title 34, Code of Federal Regulations, Section 80.36.</p> <p>J. If the subrecipient expends a total of \$500,000 or more during subrecipient's fiscal year from <u>all</u> federal funding sources, the subrecipient shall have either a single audit or a program-specific audit made for such fiscal year in accordance with the Single Audit Act, as amended by the Single Audit Act Amendments of 1996, and a copy of the complete audit report must be submitted to the NDE Offices no later than nine months after the audit period ends.</p> <p>K. Total funding is contingent upon availability of Grant funds.</p> <p>L. See attached special terms and conditions, if applicable.</p>	
<p>NDE Approval:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  02/08/2011 </div> <div style="text-align: center;">  02/08/2011 </div> </div>	

Per Terri Sloup NPE
4-27-11

This is the application

**Proposal to
Nebraska Department of Education
Carl D. Perkins Career and Technical Education
to satisfy the federal requirement for support of corrections**

**Submitted by
Sarpy County Day Reporting Center**

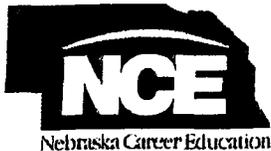
The Sarpy County Day Reporting Center is committed to assist corrections probation clients to transition out of the Corrections system by developing employability skills and providing the support needed to prepare for, apply and be placed into employment.

Proposal Goals:

1. To provide the Nebraska Career Connections System to individuals served by the probation system within Sarpy County.
2. To support individuals who do not have access to transportation and need to come to the reporting center to participate in the employability program and use the Nebraska Career Connections System by providing bus passes.
3. To support individuals applying for employment with the development of cover letters, resume's and employment applications and provide postage to mail employment materials to prospective employers.
4. To provide daycare vouchers provided to clients who are unable to attend workshops or individual appointments due to childcare restrictions.
5. To purchase the following equipment to support probation clients into employment:
 - a. Wi-Fi wireless router for the Reporting Center in Bellevue.
 - b. Four laptop Computers **Gateway® NV5929u**. These computers would be used by individuals to access the Nebraska Career Connection System along with other career services software. Clients would be able to participate in group programming associated with career development and job searches.
 - c. Two HP Multifunction printer/fax/scanners to be used for assisting clients in scanning, printing and faxing their cover letter, resumes, and applications to prospective employers.

Proposed Budget:

License from Kuder for Nebraska Career Connections for use by probation clients <i>(allows use by clients throughout the state Corrections system and includes training for all staff statewide)</i>	30,000.00
Bus Passes (10 rides with transfers \$13.00 each per client)	2,026.17
Laptop Computers (Four computers 679.99 each)	2,719.96
Wi-Fi Router	179.99
Postage	1,000.00
Daycare Voucher	2,950.00
Printer/Scanner/Fax (2 @ 561.94 each)	1,123.88
Total:	40,000.00



Partnership Proposal
Among Sarpy County Day Reporting Center, Nebraska Department of Education/Perkins Administration, Nebraska Department of Labor and NebraskaCareerConnections.org
To Fund “Journey”
An Adult Educational and Career Planning Resource

NebraskaCareerConnections.org currently provides educational and career planning resources that bring together Nebraskans – students, parents, educators, adults, and employers. A new feature for the site is an adult job seekers program *Journey*. This program gives all types of adults access to the career planning tools they need to embark on a satisfying career journey. This one-of-a-kind resource provides a comprehensive approach for exploring interests and occupational options, considering new or additional education, preparing for the workforce, and finding jobs.

Journey:

- Guides users through an easy step-by-step process that is tailored to the needs of each individual user.
- Supports ongoing awareness of job opportunities, planning for educational options, and managing career preparation.
- Includes an e-Portfolio that becomes a user’s web page of goals and achievements that may be shared on-line.
- Supplements career preparation and placement programs with data-driven resources for reporting centers and workplace agencies.
- Portable and tailored to all 50 states
- Lifetime access, 24 hours a day, 7 days a week

Whether a person is looking for a first career, making a career change, or looking to keep a career on track, the system will prepare the person for career opportunities in Nebraska or throughout the United States. *Journey* will guide the person through five easy steps and provide information tailored to his or her occupational background and current needs. It provides reliable career guidance and direction to today's adult job seekers. Unlike other products, *Journey* is tailored to each individual’s education and career planning and goals. Due to *Journey’s* adaptability, *Journey* can be used over numerous years as each individual progresses in education and careers.

The system is referred to as the “complete package”. It has the potential to bring together, unemployed, under-employed, military veterans, and formally incarcerated individuals; their spouses, children and other family members in a healthy conversation about their futures. *Journey* provides the actual tools to turn ideas into goals with an action plan and the tools and resources to achieve and accomplish them.

Partnership Proposal Budget:

Purchased individually, the cost per person is \$34.99. The annual cost of the Journey program is \$75,000 for unlimited use for all Nebraskans. Nebraska Department of Labor has provided \$35,000 annually to support the program and is using the services with clients at the One-Stop Centers across the state.

The Nebraska Department of Education (NDE), Career Education Office, would like to grant Sarpy County Day Reporting Center funds through the provision of the Carl D. Perkins Career and Technical Education Act of 2006. This federal act is designed to provide career technical education and career guidance for secondary

and postsecondary students as well as provide career guidance for special populations such as individuals in the corrections system.

The Nebraska Department of Labor is providing one-half of the cost of the adult side. The grant NDE would make to the Sarpy County Day Reporting Center would provide the balance of the funding needed to maintain the adult side of the website.

NDE would provide a grant to the Sarpy County Day Reporting Center as prescribed in the federal legislation to support career development. The grant amount is \$40,000.00 each year for a two year period. The money would be available starting as soon as we could get the grant approved through the state processes. Of the \$40,000, \$30,000 would be forwarded to support the on-going adult side of Nebraska Career Connections. The remaining \$10,000 could be used by the Sarpy County Day Reporting Center to support career development activities that meet your needs.

Making the system available to all adult Nebraskans, we could reach participants on probation, half-way houses, drug treatment centers, day reporting centers, battered women's shelters, libraries and other sites which provide internet access to clients. In general, the purpose is to increase the use of the system to help get former inmates work skills assessments and career guidance materials.

The website may be found at <http://www.nebraskacareerconnections.org> Click on New User and adult the system will walk you through. Please check it out.

The dollars granted by NDE to Sarpy County Day Reporting center would provide:

- Usage of the *Journey* system for all the populations it serves including individuals: at day reporting centers, half-way houses, drug treatment centers, battered spouse shelters, Faith Based and non-profit locations throughout the state.
- Site codes will be issued which will help "track" the use of the system by clients
- State-wide training for counselors, advisors, and other staff of the *Journey* system both web-based and face-to-face, at no additional charge.
- Each user with the tools to develop a resume and portfolio that is portable and adaptable for life.
- Collaborative development of customized user instructional materials.

Timeline:

This partnership would begin December 1, 2010 through July 31, 2012. The partnership is renewable through June 30, 2012 contingent upon federal funds. The Nebraska Department of Education/Perkins Administration anticipates the same level of funding would be available for this partnership in 2012.

Thank You

Thank you for your consideration of this proposal. Please contact Erika Volker at erikavolker@hotmail.com 402-305-9480 or Rich Katt at rich.katt@nebraska.gov 402-471-4808 with any questions in regards to this proposal.

Partnership Proposal
Among Sarpy County Day Reporting Center, Nebraska Department of Education/Perkins
Administration, Nebraska Department of Labor and NebraskaCareerConnections.org
To Fund "Journey"
An Adult Educational and Career Planning Resource

Sarpy County Reporting Center goals and cost summary

The following is a goal summary and budget associated with the \$40,000 grant.

Goals

1. To provide the Nebraska Career Connections System to individuals served by the probation system within Sarpy County.
2. Bus passes for individuals who do not have access to transportation and need to come to the reporting center to participate in the employability program and use the Nebraska Career Connections System.
3. Wi-Fi wireless router for the Reporting Center in Bellevue. This will assist clients and staff in working at this location.
4. Postage for clients to mail cover letters and resumes.
5. Daycare vouchers provided to clients who are unable to attend workshops or individual appointments due to childcare restrictions.
6. Four laptop Computers **Gateway® NV5929u**. These computers would be used by individuals to access the Nebraska Career Connection System along with other career services software. Clients would be able to participate in group programming associated with career development and job searches.
7. Two HP Multifunction printer/fax/scanners to be used for assisting clients in scanning, printing and faxing their cover letter, resumes, and applications to prospective employers.

Cost Summary-

Nebraska Career Connections for use by Probation clients	30,000
Bus Passes (Adult 10 rides with transfers 13.00 each)	2026.17
Laptop Computers (Four computers 679.99 each)	2719.96
Wi-Fi Router	179.99
Postage	1000.00
Daycare Voucher	2950.00
Printer/Scanner/Fax (2 at 299.99 each)	599.98
Printer Ink (1 at 77.99 each)	467.94
Printer Cables (1 at 13.99 each)	55.96
Total:	40,000

Recipient:
Project Title:

February 8, 2011 to June 30, 2011

Project No. _____

Category	Amount Claimed	Amount Approved (NDE Use Only)
100 Salaries		
100 Salaries		
Total 100 Salaries	\$ -	\$ -
200 Employee Benefits		
200 Benefits		
Total 200 Employee Benefits	\$ -	\$ -
300 Purchased Service/Lease Agreement		
Other Contractual Services		
Commercial Printing and Postage		
Total 300 Purchased Service/Lease Agreement	\$ -	\$ -
400 Supplies & Materials/Computer Software		
Supplies		
Instructional Equipment - Items <\$5,000		
Total 400 Supplies & Materials/Computer Software	\$ -	\$ -
500 Computer Hardware/Equipment		
Instructional Equipment - Items ≥\$5,000		
Total 500 Computer Hardware/Equipment	\$ -	\$ -
600 Travel/Professional Development		
Conference, Mileage/Motor pool, and Food Expense		
Total 600 Travel/Professional Development	\$ -	\$ -
800 Total Administration (Limited to 5% of federal allocation)		
BUDGET TOTAL	\$ -	\$ -
NDE AREA ONLY		
Grant Number	_____	
Reviewed and Approved:	_____	

SERVICE AGREEMENT AND RESTRICTED USE LICENSE

This Service Agreement and Restricted Use License (the "**Agreement**") is made this 22th day of February, 2011 (the "**Effective Date**") by and between Kuder, Inc., an Iowa corporation, having an office at 302 Visions Parkway, Adel, Iowa 50003 ("**Kuder**"), and Sarpy County Administration, having an office at 1210 Golden Gate Drive, Suite 1126, Papillion, Nebraska 68046 ("**Purchaser**").

1. DESCRIPTION OF SERVICES. Commencing thirty (30) days following the Effective Date, and continuing for the Term designated in Section 4 below, Kuder will provide Participants with access to those specific components of the internet version of the *Kuder® Career Planning System* (which components may include, without limitation, *Kuder® Galaxy*, *Kuder® Navigator*, and *Kuder® Journey*; hereafter collectively referred to as the "**KCPS**") and those support services set forth on EXHIBIT A attached to this Agreement and by this reference incorporated herein. For purposes of this Agreement, "**Participants**" shall refer, collectively, to the Purchaser and all parties authorized by the Purchaser to use the KCPS and approved by Kuder in its reasonable discretion.

2. AGENCY. Each Participant that is a School hereby designates and appoints Kuder as its authorized agent for purposes of administering the *KCPS* via online testing to its students and acknowledges and agrees that Kuder is acting solely in that agency capacity in collecting personal educational information from such students and is not responsible for obtaining any necessary consents from students or parents, except as may be otherwise expressly required by the Child Online Privacy Protection Act. Kuder shall use personally identifiable information from education records only for purposes of the *KCPS* as described herein. For purposes of this Agreement, "**School**" shall refer to a Participant that is a school, educational agency, or institution or similar organization.

3. ACCESS. Access to the *KCPS* will be subject to any operational constraints, restrictions and requirements of Kuder, in the sole discretion of Kuder, that are now in effect or may be in effect in the future. Kuder shall not be liable in any way for failure of any phase or portion of the World Wide Web or Internet to provide access or other performance to Participants except for Kuder's owned, rented, or leased servers.

4. TERM. The term of this Agreement will be for an initial period of one (1) year from the Effective Date and will automatically renew for successive one-year periods thereafter, if not terminated by either party by providing no more than ninety (90) nor less than thirty (30) days written notice prior to the end of the then-current initial period or renewal period (the "**Term**"). Notwithstanding the foregoing, in the event Kuder or Purchaser defaults by failing to substantially perform any material provision, term or condition hereof, the other party may provide written notice specifying such default. If the defaulting party does not cure the default within thirty (30) days of receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon written notice.

5. PAYMENT. In consideration for the services provided to Participants hereunder, Purchaser will pay Kuder \$30,000 per year during the Term, with the first such payment due on March 24, 2011, and subsequent payments due at the start of each new Term.

6. RESTRICTED USE LICENSE TO KCPS. Each Participant acknowledges and agrees that Kuder is the owner of the *KCPS* and that each Participant's access to the *KCPS* is governed by the non-exclusive site license, attached hereto as EXHIBIT B and by this reference incorporated herein ("**Site License**"). Purchaser, prior to the Effective Date, and each other Participant, prior to its first use of the *KCPS*, shall execute a Site License. Each Participant that does not execute the Site License will be denied access to the *KCPS*. For each Participant that is a School, the *KCPS* shall be jointly administered by the School and each of its participating schools.

7. DATABASE LIMITED USE. Each Participant understands and acknowledges that the Administrative Database Management System (hereinafter the "**DBMS**") is used by Kuder for validation and norming purposes and is proprietary to Kuder. Access to the DBMS by a Participant is by written agreement only and at the sole discretion of Kuder. Prior to being provided access to the DBMS, a Participant shall execute a Site License. Each Participant that does not execute a Site License will be denied access to the DBMS.

8. SITE ADMINISTRATION. Purchaser will notify Kuder prior to the Effective Date who will serve as the Master Administrator for the implementation and subsequent operation of the *KCPS* at each site where the *KCPS* will be administered and will thereafter notify Kuder upon any change of the Master Administrator for any such site.

9. WORK PRODUCT OWNERSHIP. Any ideas, discoveries, inventions, patents, products, copyrightable works or other information (collectively "**Work Product**") developed in whole or in part by Kuder in connection with providing

services hereunder will be and remain the exclusive property of Kuder. Upon request, each Participant will execute all documents necessary to confirm or perfect Kuder's exclusive ownership of such Work Product.

10. CONFIDENTIALITY. Neither Kuder nor its employees, agents or representatives will, directly or indirectly, use, divulge, disclose, or communicate to unauthorized third parties in any manner, any information that a Participant identifies in writing as proprietary. Kuder will protect such information and treat it with at least the same degree of care with which Kuder treats its own confidential information. Kuder acknowledges that data submitted through the KCPS by Participants and their students, employees and authorized participants may be proprietary to such parties. Information disclosed by students is likely to include: name, contact information, assessment results, ethnicity, date of birth and gender, as well as each student's four-year plan. Kuder and all Participants agree to destroy or return all personally identifiable information of students within any such party's possession or control (in whatever format) within ninety (90) days of the earlier of (i) the written request of a student to destroy such information, or (ii) at such time that the information is no longer needed for purposes of the KCPS as described herein, as determined by Kuder in its sole discretion. Unless otherwise determined by Kuder, a student's information shall be deemed to be needed for purposes of the KCPS for such period that such student is permitted to access and use the KCPS. Notwithstanding any provision herein to the contrary, each School expressly acknowledges that data submitted through the KCPS by students, without personally identifiable information, may be used by Kuder for validation and norming purposes. This provision will continue to be effective after termination of this Agreement, unless and until such proprietary information becomes legally publicly available.

11. INDEMNIFICATION. Kuder shall indemnify and hold Participants harmless from and against all claims, losses, expenses, fees and damages, including attorneys' fees and court costs, arising solely from the negligent acts or omissions of Kuder and its employees, agents and representatives. Participants shall indemnify and hold Kuder harmless from and against all claims, losses, expenses, fees and damages, including attorneys' fees and court costs, arising from Kuder serving in the agency capacity described in Section 2 above. All parties hereto shall indemnify and hold all other parties hereto harmless from and against all claims, losses, expenses, fees and damages, including attorneys' fees and court costs, arising from any such party's failure to destroy or return all personally identifiable information of students as required by Section 10 above. The parties' obligations under this Section shall survive the termination of the parties' relationship as described herein.

12. STANDARD OF CARE; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

(a) Kuder shall provide its services under this Agreement in a timely and workmanlike manner and will provide a standard of care equal or superior to the standard of care used by service providers similar to Kuder on similar projects. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, KUDER MAKES NO WARRANTY OR REPRESENTATION, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) KUDER'S TOTAL LIABILITY TO ANY PARTICIPANT HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE AMOUNT ALREADY PAID BY PURCHASER TO KUDER FOR SERVICES PERFORMED IN THE TERM CURRENT WHEN THE INITIAL EVENT OR OCCURRENCE GIVING RISE TO A CLAIM OCCURRED.

(c) IN NO EVENT SHALL KUDER OR ANY PARTICIPANT BE LIABLE TO ANOTHER PARTY HERETO FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

13. FORCE MAJEURE. If the performance by any party of any obligation is prevented, restricted or interfered with by causes beyond such party's reasonable control ("**Force Majeure**"), and if the party unable to carry out its obligations gives the other parties prompt written notice thereof, then the obligations of the party invoking this provision shall be suspended to the extent reasonably necessary as a result of such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, national emergencies, insurrections, riots and wars.

14. ASSIGNMENT. No Participant will assign or transfer its rights hereunder without the prior written consent of Kuder, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their representatives, respective successors and permitted assigns.

15. INTEGRATION; SEVERABILITY. This Agreement (including the Exhibits hereto and the Site License) contains the entire agreement of the parties, and there are no other warranties, representations, promises or agreements, whether oral or written, concerning the subject matter hereof that are of any force or effect. This Agreement shall not be modified or amended except in a writing signed by the parties. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be valid and enforceable. If a court of competent jurisdiction finds that any such provision is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written as so limited. The failure of either party to enforce any provision of this Agreement or the Site License shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance.

16. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, United States of America without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of the courts of the State of Iowa with respect to any disputes and agree that venue shall be either in the Iowa District Court for Polk County, Iowa or in the United States District Court for the Southern District of Iowa.

17. NOTICE. Any notice or communication shall be sufficiently given if delivered in person or by first class or certified mail to the address of either party as set forth in opening paragraph hereof.

18. NO AGENCY; RELATIONSHIP OF PARTIES. All Participants and Kuder acknowledge and agree that the views or opinions of any person or entity other than Kuder or an authorized Kuder employee that may from time to time be expressed, accessible, or communicated through the KCPS are not necessarily the views or opinions of Kuder. No such person or entity, other than an authorized employee of Kuder, is an agent or representative of Kuder, nor shall any such party have any right or authority, express or implied, to make any representations or warranties on behalf of Kuder or to bind Kuder in any respect. The relationship of Kuder and a Participant will be that of independent contracting parties and not a joint venture, partnership or agency relationship (except for the limited purpose described above in Section 2 and in the Site License).

19. AUTHORITY; VALIDITY. By the Purchaser's execution of this Agreement below, and by any other Participant's execution of a Site License, each such party individually and on behalf of the parties it represents, warrants and represents to Kuder that it and such other parties (i) have the authority to agree to the terms hereof and thereof, to represent and bind it and such parties to the terms hereof and thereof, and to perform its or their respective duties and obligations hereunder and thereunder; and (ii) acknowledges and agrees that its and their use of the KCPS and the Kuder web site will be governed by, subject to and will comply with the Web Site Terms of Use and the Privacy Policy, both of which may be found on the Kuder web site, www.kuder.com, and may be amended from time to time in Kuder's sole discretion. A Site License issued pursuant hereto is only valid if Purchaser and, if applicable, any other Participants execute the Site License.

20. EXECUTION. This Agreement may be executed in two or more counterparts, with each executed document constituting an original and all of which together will constitute one and the same instrument. Faxed signatures shall be deemed original signatures and shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement and Restricted Use License upon the date first above written, subject to final approval by Kuder at its offices in Adel, Iowa.

For Sarpy County Administration:

For Kuder:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

I. The current components of the *Kuder® Career Planning System (KCPS)* to which Participants shall have unlimited access are:

1. *Kuder® Journey* (through the Nebraska Career Connections portal page at www.nebraskacareerconnections.org) for adults utilizing the Reporting Centers.
2. *Kuder® Administrative Database Management System* (through the Nebraska Career Connections portal page at www.nebraskacareerconnections.org) for authorized administrators at the Reporting Centers.

II. The services included in support of the *KCPS* are:

1. Training by the Nebraska Field Trainer.
2. Unlimited Customer Support (telephone and email); Monday thru Friday 7:00am to 5:00pm CST.
3. Hosting and storage on Kuder, Inc.'s servers.
4. Routine maintenance and upgrades.

Exhibit B
Kuder® Career Planning System
Site License

Kuder, Inc. ("Kuder"), upon and subject to receipt of Kuder's required license fees, as provided in the Service Agreement and Restricted Use License (the "**Service Agreement**"), hereby grants a non-exclusive restricted use license (the "**License**") to each Participant that executes a License in the form hereof ("**Licensee**"), thereby accepting the terms of this License and the applicable terms and conditions of the Service Agreement. If such Licensee is a School, such School further agrees to jointly administer the *Kuder Career Planning System* (together with any and all related products including, but not limited to, Kuder Galaxy, Kuder Navigator and Kuder Journey; collectively, "**KCPS**") as provided in the Service Agreement. For purposes of this License, "**School**" shall refer only to a Licensee that is a school, educational agency or institution, or similar organization. Capitalized terms not specifically defined in this License shall have the same meaning as in the Service Agreement.

The purpose of this License is to allow use, for the benefit of Licensee's students, employees and other authorized participants, of the *KCPS* located at the Kuder web site, www.kuder.com, during the term of the Service Agreement. Kuder hereby grants Licensee a non-exclusive restricted use license to use the *KCPS* for the specific services described in the Service Agreement. For each School, use of the *KCPS* is limited to parties having a legitimate educational interest in the students of the School and student information (who consist of only administrative personnel and students) at the School and at such School's participating schools(s), if any, that execute a License in the form hereof. If access to the Administrative Database Management System (the "DBMS") is provided by Kuder pursuant to the Service Agreement, then Licensee may use the information gathered by Licensee for any lawful purpose in the management and administration of Licensee's organization, subject to the restrictions contained in the Service Agreement. Licensee agrees to refrain from any other use of the information contained in the DBMS, and agrees not to disclose or distribute information contained in the DBMS to other parties, without the prior written approval of Kuder. This License is limited to those specific components of the *KCPS* and those specific support services described in the Service Agreement and shall continue in effect for so long as the Service Agreement remains in full force and effect, and shall automatically terminate upon the expiration or termination of the Service Agreement.

Each School hereby designates and appoints Kuder as its authorized agent for purposes of administering the *KCPS* via online testing to School's students and acknowledges and agrees that Kuder is acting solely in that agency capacity in collecting personal information from such students and is not responsible for obtaining any necessary consents from students or parents, with the exception of the requirements of the Child Online Privacy Protection Act.

THIS LICENSE IS NON-ASSIGNABLE AND IS ISSUED SOLELY FOR USE OF THE KUDER® CAREER PLANNING SYSTEM IN ACCORDANCE WITH THIS LICENSE AND THE APPLICABLE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT, AS THEY MAY BE AMENDED FROM TIME TO TIME, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. NO OTHER USE IS INTENDED OR PERMITTED.

Agreed to this _____ day of _____, 2011

Sarpy County Administration

Kuder, Inc.



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