



ESUCC

Technology Committee Meeting

Wednesday, March 1, 2017, 3:00 PM

Executive Committee Meeting ESU No. 11 412 West 14th Avenue Holdrege, NE 68949 DL

Sites: ESU 11 (host) ESUs: 3, 4, 5, 6, 7, 10, 13, 18, 19, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 2:45 PM.

Bell ESU 10:	Present
Fisher ESU 04:	Present
Jeff West (NE):	Present
Dr Kraig Lofquist:	Present
Shoemake ESU 06:	Present
Uhing ESU 01:	Present
Dr. Ted DeTurk (ESU 02):	Present

1. Call to Order

2. Roll call

3. Agenda Item

3.1. Tech Plan

3.1.1. ADVISER Update

3.1.2. Single Sign On Update

3.1.3. SRS Technology Update

- 3.1.4. Sustainability
- 3.1.5. Tech Plan Update
- 3.2. NOC By-Laws
- 3.3. NOC Meeting/Training Update
- 3.4. Approve BlendEd/Distance Education Procedural Manual
- 3.5. Approve Learn360 Quote for 2018-2021
- 3.6. Master Service Agreement 2017-2018
 - 3.6.1. PDO Budget Requests
 - 3.6.1.1. Approve NOC Budget Requests for 2017-2018
 - 3.6.1.2. Approve TLT Budget Requests 2017-2018
 - 3.6.1.3. Approve BlendEd Initiative Budget 2017-2018
- 3.7. Budget Request Using BlendEd Learning Objects Funds
- 3.8. NVIS Budget Request
- 3.9. Draft NETA Proposal for Virtual Field Trips
- 3.10. Staff Reports
 - 3.10.1. Scott Isaacson
 - 3.10.2. Beth Kabes
 - 3.10.3. Rhonda Eis
- 4. Next Meeting Agenda Items
- 5. Executive Session
- 6. Adjournment



DRAFT

Digital License Agreement LEARN360 Subscription Plan

This Agreement made **February 27, 2017** between Infobase Learning, 132 West 31st Street, 17th Floor, New York, NY 10001 (“Licensor”) and **Nebraska Educational Service Unit Coordinating Council / ESUCC**, 6949 South 110th Street, LaVista, NE 68128 (“Licensee”) regarding access to Video Titles and Digital Media content, controlled by Licensor to be made available to Licensee per agreed upon Term on a subscription basis and as set forth in the Terms of Use located at <http://LEARN360.com/UserTerms.aspx>

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles that would cause the application of the laws of another jurisdiction.

Key Definitions

LEARN360: A cloud-based content hosting and digital media delivery, management platform operated by Licensor that is accessed by Authorized Users.

Authorized Users: Current educators, administrators, students, or staff of Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are enrolled at Licensee’s school(s) listed in Exhibit A hereto (the community), who are permitted to access LEARN360 from within the Licensee’s premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users’ offices and homes) and who have been issued a password or other authentication by Licensee. Educators, administrators, students, or staff of Licensee not affiliated with Licensee who are physically present at Licensee's site(s) (“walk-ins”) are permitted access while physically present.

Commercial Use: Use for the purposes of monetary reward (whether by or for Licensee or Authorized User) by means of admission charge or fee for viewing, sale, loan, transfer, or other form of exploitation of the Video Titles.

Subscription Term: The period during which Licensee and Authorized Users may access the LEARN360 platform.

Video Title and Digital Media: A complete individual video program, which may be available in whole or in part on the LEARN360 platform or acquired separately in digital or hard copy format. All other digitized media resources such as teacher guides, student activities and worksheets, music tracks, audio and video speeches and audio books or other digital media Licensor may add to the LEARN360 platform.

Term and Termination

The pricing for this license (the "Fees") for the Term shall be as follows:

Adjustment to Year 3 of current license agreement (2017-2018 School Year)				
Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Total
1	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.40 per student. July 1, 2017 – June 30, 2018.	NA	\$0.425 (Discounted \$0.025) \$0.40	\$119,000 \$112,000
1	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – 2 months prorated to adjust renewal period. July 1, 2018 – August 31, 2018.	NA	\$0.40	\$18,666 (Discounted 50%) \$9,333
				\$121,333

Year 1 License (2018-2019 School Year)

Quantity	Description	Currently Yearly Rate	Subscriber's Rate Per student	Total
1	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.425 per student. September 1, 2018 – August 31, 2019.	NA	\$0.425	\$119,000
1	Optional addition: Classroom Video On Demand	Based on an estimated 80,000 high school students		\$35,000
<ul style="list-style-type: none"> Classroom Video On Demand may be added at any time during the lifetime of this agreement. 				

Year 2 License (2019-2020 School Year)

Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Total
1	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.45 per student. September 1, 2019 – August 31, 2020.	NA	\$0.45	\$126,000
1	Optional addition: Classroom Video On Demand	Based on an estimated 80,000 high school students		\$36,500
<ul style="list-style-type: none"> Classroom Video On Demand may be added at any time during the lifetime of this agreement. 				

Year 3 License (2020-2021 School Year)

Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Total
1	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.475 per student. September 1, 2020 – August 31, 2021.	NA	\$0.475	\$133,000
1	Optional addition: Classroom Video On Demand	Based on an estimated 80,000 high school students		\$38,000
<ul style="list-style-type: none"> Classroom Video On Demand may be added at any time during the lifetime of this agreement. 				

The offer set forth in this Agreement shall be open through 06/30/2017.

The term of this Agreement shall commence on the current expiration date and continue in force through 08/31/2018. Licensee shall have the option to renew the contract for the 2018-19, 2019-20 and 2020-21 school years. Expiration and nonrenewal of subscription will result in immediate termination, whereupon all access of Licensee and Authorized Users to LEARN360 shall cease.

Notwithstanding the above, this Agreement may be terminated by Licensor if Licensee materially fails to perform or comply with this Agreement or any provision hereof. Termination hereunder shall be effective 30 days after written notice of termination given by Licensor to Licensee, if Licensee's defaults have not been cured within such 30 day period.

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

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.

Licensee may terminate this Agreement, in whole or in part, by written notice to the Licensor and may regard the Licensor in default of this Agreement if the Licensor 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.

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

All other terms and conditions governing this license shall be as set forth in the Terms of Use. Licensor may revise such Terms of Use from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.

Grant of License

Licensor grants to Licensee a non-exclusive, non-transferable license to provide Authorized Users access to LEARN360 consistent with the provisions of this Agreement. Grant of License is conditional upon payment of subscription fee to Licensor by Licensee or third party acting on behalf of Licensee. Grant of License is provided to Licensee only and is not extended to corporate parent, subsidiaries, or other affiliated institutions unless specifically provided for in this Agreement. Any rights not specifically included herein are reserved to Licensor.

Permitted Uses of LEARN360

LEARN360 is licensed solely to Licensee and Authorized Users for classroom teaching, research, presentations, and educational non-commercial multimedia projects for use in educational institutions, provided no admission or other fees are charged for public viewing. Licensee and Authorized Users may stream, display, publicly perform (except when public performance is restricted by copyright holders), or exhibit the Video Titles asynchronously on a single computer or network, course management system, or password-protected website. Licensee and Authorized Users may electronically save, organize, and share Video Titles or parts thereof with other Authorized Users using tools provided with LEARN360.

Prohibited Uses of LEARN360

Neither Licensee nor Authorized Users may (1) mount or distribute any element of LEARN360 on any electronic network accessible to parties who are not Authorized Users, including without limitation the Internet and the World Wide Web; (2) use all or any part of LEARN360 for Commercial Use or; (3) copy, transmit, modify, distribute, sell, or create derivative works from the Video Titles except as expressly permitted under applicable law or as described herein. Interlibrary loan functionality is not supported by the LEARN360 platform.

Composition of LEARN360

Licensor may add Video Titles and Digital Media to LEARN360 at regular intervals during the course of the Subscription Term at no added cost to Licensee. Licensor may also be required to purge from LEARN360 at regular, scheduled intervals Video Titles and or Digital Media that are no longer in distribution, after which such Video Titles and Digital Media will be removed from LEARN360 and will no longer be accessible by Licensee or Authorized Users. Licensor agrees to provide advance notice of discontinuation whenever reasonably possible, and will offer Licensee the option to purchase a permanent license, provided Licensor has the right to do so.

Password Protection/License Compliance

Licensee agrees to protect its passwords from use by unauthorized persons by taking reasonable measures to prevent access by unauthorized persons. Licensee further agrees to take all necessary, reasonable, and prudent precautions to keep others from violating this Agreement. Licensee agrees that the Licensor shall have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement and to seek other available remedies under the law.

Limitation of Liability

No party shall be liable to another party for, nor shall the measure of damages include, any consequential, incidental, indirect, punitive or special damages arising out of or relating to its acts or omissions arising from this Agreement, except in limited situations provided by it. This limitation of liability shall not apply, however, to liability of Licensor arising from (a) defect or deficiency caused by willful misconduct or fraud on the part of Licensor; or (b) circumstances where the contract expressly provides Licensee a right to damages, indemnification, or reimbursement.

Licensor shall not be responsible for any problems or delays that may occur in or on or be related to any of Licensee's computer hardware, firmware, software, or use thereof. This includes, but is not limited to, problems that may occur as a result of Licensee's installation and use of the Licensed Materials or technical support provided by Licensor.

Indemnification

Each party agrees to indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. This indemnity shall survive the termination of this Agreement.

Trademarks

Except as permitted by applicable laws, Licensee is prohibited from using any of the marks appearing on the Video Titles and Digital Media without express written consent from their respective trademark owners.

Public Records

The Contractor acknowledges that ESUCC 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.

Publicity

ESUCC does not endorse the goods or services of the Contractor. Except for listing ESUCC 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 ESUCC.

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.

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.

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:

Licensee: Educational Service Unit Coordinating Council
Attn: David M. Ludwig, Executive Director
6950 South 110th Street
La Vista, NE 68128

Licensor: Infobase Learning,
Attn: _____
132 West 31st Street, 17th Floor
New York, NY 10001

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

Miscellaneous

Licensor’s rights, including but not limited to all rights of remedy for Licensee's breaches under this Agreement, shall continue in perpetuity. With the exception of the rights to use LEARN360, all other provisions of this Agreement shall survive termination and shall continue to legally bind Licensee. No delay or failure of Licensor to take action under this Agreement will constitute a waiver by Licensor, unless expressly waived in writing by Licensor.

This Agreement constitutes the complete agreement of the parties and contains the entire understanding of the parties hereto relating to LEARN360, supersedes any prior written or oral agreement or understandings between the parties with respect to LEARN360, and cannot be changed or terminated orally but only in writing signed by both parties.

Student users will be able to retain content used for the creation of student projects and will be exempt from the requirement to delete or erase content at the expiration of this agreement.

Licensee / Educational Organization:

Signature:_____ Title:_____ Printed Name:_____ Date:_____

Bill To:

Name:_____

Title:_____

Implementation Contact:

Name: _____

Title: _____

Please fax the signed agreement to:

Attention: Steve Kindel

Fax # **212-313-9443**

P.O.# _____

**Please make purchase order out to
“Infobase Learning” and remit
payment (NET 30 DAYS) to:**

Infobase Learning

PO Box 26223

New York, NY 10087-6223

Federal Tax ID: 13-3720604

SCHEDULE A LICENSED SITES

*Detailed list in an Excel spreadsheet e-mail to:
skindel@learn360.com*

**Infobase Learning Exhibit A -
Licensee Sites Setup**

All schools in the state of Nebraska as listed with the Nebraska Department of Education are covered under this agreement. A detailed list of sites setup with student count will be provided by ESU Coordinating Council and updated when new sites are added.

**Schedule A
Preliminary Information – Detailed list with school districts to be provided**

Customer Support

Tier 1: Customers receive a live support person when they call during normal business hours (Monday-Friday 7:30 am EST- 8:30pm EST). Support requests are also handled via e-mail. Any voicemails or e-mails submitted after business hours are returned promptly the next business day. Problems that cannot be resolved by LEARN360 Tier 1 representatives are immediately escalated to Tier 2.

Tier 2: Representatives have additional remote support tools at their disposal that allow for more in depth resolution solving possible. LEARN360 Tier 2 representatives use GoTo Assist to remotely connect, troubleshoot and fix any Mac or PC LEARN360 issue a customer has. 90% of the issues logged by our support department are resolved over the phone at the time of call in.

Tier 3: In the event that a customer's support issue requires that of a programmer interaction, those issues are promptly handed off for a quick resolution. LEARN360 support representatives maintain an open line of communication throughout the entire process, ensuring that the customer knows exactly what is being done to resolve their issue.

Free Training

Tutorials

The Learn360 support site has free tutorial videos and archived webinars. They can be accessed by any registered user at:

<http://support.infobaselearning.com/index.php?/Learn360/Knowledgebase/List/Index/58>

Webinars

Infobase Learning offers free webinars nation-wide. Users can register for these trainings at

<http://support.infobaselearning.com/index.php?/Learn360/Knowledgebase/Article/View/1125/0/learn360-webinar-schedule#.VUESUpCdcI>

Fee Based Training

Infobase Learning offers the following training options that can be purchased on an as needed basis:

Custom webinars

Infobase Learning will provide customized webinars based on customer needs and priorities.

Cost: \$250/hour session

Face-to-face

One-Day Training (8:00 a.m. to 5:00 p.m.):

Cost: \$1,500

Multi-Day Training (8:00 a.m. to 5:00 p.m.): **Cost:** \$1,500 for the first day; \$1,000 for each additional day



DRAFT

Digital License Agreement LEARN360 Subscription Plan

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Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Total
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The offer set forth in this Agreement shall be open through 03/31/2017.

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Notwithstanding the above, this Agreement may be terminated by Licensor if Licensee materially fails to perform

or comply with this Agreement or any provision hereof. Termination hereunder shall be effective 30 days after written notice of termination given by Licensor to Licensee, if Licensee's defaults have not been cured within such 30 day period.

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

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- (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.

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All other terms and conditions governing this license shall be as set forth in the Terms of Use. Licensor may revise such Terms of Use from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.

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Permitted Uses of LEARN360

LEARN360 is licensed solely to Licensee and Authorized Users for classroom teaching, research, presentations, and educational non-commercial multimedia projects for use in educational institutions, provided no admission or other fees are charged for public viewing. Licensee and Authorized Users may stream, display, publicly perform (except when public performance is restricted by copyright holders), or exhibit the Video Titles asynchronously on a single computer or network, course management system, or password-protected website. Licensee and Authorized Users may electronically save, organize, and share Video Titles or parts thereof with other Authorized Users using tools provided with LEARN360.

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Password Protection/License Compliance

Licensee agrees to protect its passwords from use by unauthorized persons by taking reasonable measures to prevent access by unauthorized persons. Licensee further agrees to take all necessary, reasonable, and prudent precautions to keep others from violating this Agreement. Licensee agrees that the Licensor shall have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement and to seek other available remedies under the law.

Limitation of Liability

No party shall be liable to another party for, nor shall the measure of damages include, any consequential, incidental, indirect, punitive or special damages arising out of or relating to its acts or omissions arising from this Agreement, except in limited situations provided by it. This limitation of liability shall not apply, however, to liability of Licensor arising from (a) defect or deficiency caused by willful misconduct or fraud on the part of Licensor; or (b) circumstances where the contract expressly provides Licensee a right to damages, indemnification, or reimbursement.

Licensor shall not be responsible for any problems or delays that may occur in or on or be related to any of Licensee's computer hardware, firmware, software, or use thereof. This includes, but is not limited to, problems that may occur as a result of Licensee's installation and use of the Licensed Materials or technical support provided by Licensor.

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Employment Eligibility Verification

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6949 South 110th Street
La Vista, NE 68128

Licensor: Infobase Learning,
Attn: _____
132 West 31st Street, 17th Floor
New York, NY 10001

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

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This Agreement constitutes the complete agreement of the parties and contains the entire understanding of the parties hereto relating to LEARN360, supersedes any prior written or oral agreement or understandings between the parties with respect to LEARN360, and cannot be changed or terminated orally but only in writing signed by both parties.

Student users will be able to retain content used for the creation of student projects and will be exempt from the requirement to delete or erase content at the expiration of this agreement.

Licensee / Educational Organization:

Signature: _____
Title: _____
Print Name: _____
Date: _____

Bill To:
Name: _____
Title: _____

Implementation Contact:
Name: _____
Title: _____



Please fax the signed agreement to:

Attention: Steve Kindel

Fax # **212-313-9443**

P.O.# _____

**Please make purchase order out to
“Infobase Learning” and remit
payment (NET 30 DAYS) to:**

Infobase Learning

PO Box 26223

New York, NY 10087-6223

Federal Tax ID: 13-3720604

**SCHEDULE A
LICENSED SITES**

*Detailed list in an Excel spreadsheet e-mail to:
skindel@learn360.com*

**Infobase Learning Exhibit A -
Licensee Sites Setup**

All schools in the state of Nebraska as listed with the Nebraska Department of Education are covered under this agreement. A detailed list of sites setup with student count will be provided by ESU Coordinating Council and updated when new sites are added.

**Schedule A
Preliminary Information – Detailed list with school districts to be provided**

Customer Support

Tier 1: Customers receive a live support person when they call during normal business hours (Monday-Friday 7:30 am EST- 8:30pm EST). Support requests are also handled via e-mail. Any voicemails or e-mails submitted after business hours are returned promptly the next business day. Problems that cannot be resolved by LEARN360 Tier 1 representatives are immediately escalated to Tier 2.

Tier 2: Representatives have additional remote support tools at their disposal that allow for more in depth resolution solving possible. LEARN360 Tier 2 representatives use GoTo Assist to remotely connect, troubleshoot and fix any Mac or PC LEARN360 issue a customer has. 90% of the issues logged by our support department are resolved over the phone at the time of call in.

Tier 3: In the event that a customer's support issue requires that of a programmer interaction, those issues are promptly handed off for a quick resolution. LEARN360 support representatives maintain an open line of communication throughout the entire process, ensuring that the customer knows exactly what is being done to resolve their issue.

Free Training

Tutorials

The Learn360 support site has free tutorial videos and archived webinars. They can be accessed by any registered user at:

<http://support.infobaselearning.com/index.php?/Learn360/Knowledgebase/List/Index/58>

Webinars

Infobase Learning offers free webinars nation-wide. Users can register for these trainings at <http://support.infobaselearning.com/index.php?/Learn360/Knowledgebase/Article/View/1125/0/learn360-webinar-schedule#.VUESUpPCdcl>

Fee Based Training

Infobase Learning offers the following training options that can be purchased on an as needed basis:

Custom webinars

Infobase Learning will provide customized webinars based on customer needs and priorities.

Cost: \$250/hour session

Face-to-face

One-Day Training (8:00 a.m. to 5:00 p.m.):

Cost: \$1,500

Multi-Day Training (8:00 a.m. to 5:00 p.m.): **Cost:** \$1,500 for the first day; \$1,000 for each additional day



PDO Budget Request – 2017-2018

Contact Person/Affiliate Chair: Brent Pickrel
Affiliate: NOC
Email: bpickrel@esu8.org
Phone: 402-887-5041 x1234

Contractor/Company: ESUCC
Presenter:
Email:
Phone:
Address:
Point of Contact:

Workshop Title:
Date of Workshop:
Projected cost of workshop (include presenter fee): \$22,550

How does training align with goals and mission of ESUCC and NDE?
\$21,000 distributed up to \$3,000 per training. \$1,550 for meeting expenses. These trainings should support state initiatives.

ESUCC Goals:
System of Supports for Schools and Student Achievement
Improve and Support State and Local Accountability
Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:
Data System and Professional Development Supports
Teacher Principal Evaluation
BlendEd

Office Use:
Contract sent:
W-9/W4NA:

Date Received:
Date Received:





PDO Budget Request – 2017-2018

Contact Person/Affiliate Chair: Brent Pickrel
Affiliate: NOC
Email: bpickrel@esu8.org
Phone: 402-887-5041 x1234

Contractor/Company: ESUCC
Presenter:
Email:
Phone:
Address:
Point of Contact:

Workshop Title:
Date of Workshop:
Projected cost of workshop (include presenter fee): \$5,000

How does training align with goals and mission of ESUCC and NDE?

This request has traditionally been used for subscription service which includes training materials on a very wide range of topics. Topics will support state initiatives.

ESUCC Goals:

System of Supports for Schools and Student Achievement
Improve and Support State and Local Accountability
Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:

Data System and Professional Development Supports
Teacher Principal Evaluation
BlendEd

Office Use:

Contract sent:
W-9/W4NA:

Date Received:
Date Received:



PDO Budget Request – 2017-2018

Contact Person/Affiliate Chair: Dawn Ferreyra & Wade Gibson

Affiliate: TLT (Teaching & Learning with Technology)

Email: dferreyra@esu3.org & wgibson@esu11.org

Phone: 402-597-4829 & 308-995-6585

Contractor/Company: KSB School Law / ESU 10

Presenter: Karen Haase

Email:

Phone:

Address:

Point of Contact:

Workshop Title: Digital Citizenship Symposium

Date of Workshop: TBD

Projected cost of workshop (include presenter fee): \$1,000

How does training align with goals and mission of ESUCC and NDE?

The Digital Citizenship Symposium is an annual event that brings together teachers, students, administrators, parents, and other key stakeholders from across the state to teach the importance of being a good digital citizen.

ESUCC Goals:

System of Supports for Schools and Student Achievement

Improve and Support State and Local Accountability

Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:

Data System and Professional Development Supports

Teacher Principal Evaluation

BlendEd

Office Use:

Contract sent:

W-9/W4NA:

Date Received:

Date Received:





PDO Budget Request – 2017-2018

Contact Person/Affiliate Chair: Dawn Ferreyra & Wade Gibson

Affiliate: TLT (Teaching & Learning with Technology)

Email: dferreyra@esu3.org & wgibson@esu11.org

Phone: 402-597-4829 & 308-995-6585

Contractor/Company: TBD

Presenter:

Email:

Phone:

Address:

Point of Contact:

Workshop Title: Teaching & Learning with Technology Fall Training

Date of Workshop: Fall TBD

Projected cost of workshop (include presenter fee): \$4,000

How does training align with goals and mission of ESUCC and NDE?

The theme of this proposed training will align with the needs of the Teaching & Learning with Technology group as well as statewide initiatives (both ESUCC & NDE). The TLT Leadership Team will continue to use a survey tool to poll the TLT group to determine which training will best meet this criteria.

ESUCC Goals:

System of Supports for Schools and Student Achievement

Improve and Support State and Local Accountability

Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:

Data System and Professional Development Supports

Teacher Principal Evaluation

BlendEd

Office Use:

Contract sent:

W-9/W4NA:

Date Received:

Date Received:





PDO Budget Request – 2017-2018

Contact Person/Affiliate Chair: Dawn Ferreyra & Wade Gibson

Affiliate: TLT (Teaching & Learning with Technology)

Email: dferreyra@esu3.org & wgibson@esu11.org

Phone: 402-597-4829 & 308-995-6585

Contractor/Company: TBD

Presenter:

Email:

Phone:

Address:

Point of Contact:

Workshop Title: Teaching & Learning with Technology Spring Training

Date of Workshop: Fall TBD

Projected cost of workshop (include presenter fee): \$4,000

How does training align with goals and mission of ESUCC and NDE?

The theme of this proposed training will align with the needs of the Teaching & Learning with Technology group as well as statewide initiatives (both ESUCC & NDE). The TLT Leadership Team will continue to use a survey tool to poll the TLT group to determine which training will best meet this criteria.

ESUCC Goals:

System of Supports for Schools and Student Achievement

Improve and Support State and Local Accountability

Continued Communication & Collaboration with Partners and Stakeholders

ESUCC/NDE Priority Areas:

Data System and Professional Development Supports

Teacher Principal Evaluation

BlendEd

Office Use:

Contract sent:

W-9/W4NA:

Date Received:

Date Received:





TLT Special Projects Request - March, 2017

Contact Person: Nick Ziegler & Beth Kabes
Affiliate: TLT (Teaching & Learning with Technology)
Email: nziegler@esu5.org, bkabes@esu5.org
Phone: 402-223-5277 & 402-564-5753

Project Title: BlendEd Online Professional Development
Date of Project: Spring-Summer, 2017
Projected cost of project: \$16,500

How does project align with goals and mission of ESUCC and NDE?

This project proposal addresses the NDE/ESUCC statewide Blended Initiative. Feedback received from BlendEd Pilot participants indicates a shared need for developing online professional development resources. The purpose of the project is to meet these needs. Once completed and populated, the online course will be shared freely across Nebraska.

ESUCC Goals:

Develop an online professional development course fostering best practices in blended learning.

ESUCC/NDE Priority Areas:

BlendEd

AQuESTT Tenets:

Educator Effectiveness

Description:

The purpose of this TLT Special Projects request is to support the creation an online professional learning course fostering best practices in blended learning. The course will include four modules: Getting Started, Offline Space, Online Space, and BlendEd In Action. Each module is further divided into topics which include instructional materials (videos and articles) and discussion board activities. Modules and topics include:



[Getting Started](#)

- Defining BlendEd Learning
- BlendEd vs Technology Integration
- Characteristics of BlendEd
- BlendEd Models

[Designing your Online Space](#)

- Importance of an Online Classroom
- Features of an Online Classroom
- Finding Online Resources

[Designing your Offline Space](#)

- Classroom Layout
- Routines & Procedures
- Unit & Lesson Planning

[BlendEd in Action](#)

- BlendEd Rubric
- Sharing Effective Practices

The funds requested will be used to supplement the instructional materials (videos and articles) with exemplary submissions to the discussion board prompts. This will significantly enhance the quality of the online professional development course. Once complete, a common cartridge file will be shared freely across the state for any local education agency to use within any learning management system.

All Nebraska teachers currently implementing blended learning instructional practices, will be eligible to participate in this project. Up to 50 teachers (10 per [NCSA Region](#)) will be selected by ESU staff. Those selected will be required to attend a 1 day workshop held at an ESU within each NCSA region. This workshop will include training in using a Learning Management System (i.e., Canvas) for course development, and additional details for activities. Work time will be provided at the workshop for completing exemplary submissions. Participants will be expected complete a minimum number of 10 submission before July 21, 2017.



Timeline:

- | | |
|-------------------|---|
| February 13, 2017 | Beth will share proposal to TLT Leadership for support. |
| March 2, 2017 | Beth will submit the proposal to ESUCC as part of the Technology Committee Report. This will be for information only. |
| March 8, 2017 | TLT will review the proposal and vote on the recommendation to bring to ESUCC for action. |
| April 4, 2017 | Beth will present the proposal to ESUCC as part of the Technology Committee Report. This will be an action item. |
| April 4, 2017 | Project announcement to ESUs. All Nebraska teachers currently blending their instruction are potential candidates. ESU staff will select candidates based on their experiences in schools. A document including expectations for the project, W-9, Alien Forms, will be shared with ESU staff to include in selecting teacher candidates. ESUs in each region may want to generate a list to begin their selection. Each NCSA region will have a maximum of 10 candidates. |
| April, 2017 | Selected teachers will begin to collect video evidence from their blended classrooms to be used in summer workshop and project work. |
| April, 2017 | Invoicing for Special Projects will be sent to participating ESUs by Rhonda. |
| May, 2017 | W-9 and Alien forms are due to Deb Hericks for each participant. |
| May 2-4, 2017 | As part of TLT, ESU staff participating in the project will develop the workshop agenda and other details to be shared with selected teachers. |
| May, 2017 | Selected teachers will continue to collect video evidence from their blended classrooms to be used in summer workshop and project work. |
| June, 2017 | In each region, ESU participating staff will host a 1-day workshop across the state for selected teachers. The workshop will be connected using video conferencing with end points to each regional location. Workshop will include training in using a Learning Management System for course development, and details on expectations for submissions to be completed before July 21, 2017. Work time will be provided in the workshop for completing a minimum number of content submissions. |



- June-July, 2017 Selected teachers will complete additional submissions to meet the minimum requirements.
- July 21, 2017 Additional submissions/requirements and payment paperwork due to project contacts (Nick Ziegler & Beth Kabes).
- July 24-28, 2017 Completed course will be used as part of the Regional meetings for year 2 of the BlendEd Pilot.
- August 25, 2017 Payment due to selected teachers
- September 12, 2017 Completed course will be shared at ESUPDO TLT Meeting

Budget Details:

50 teachers (10 from each Region) at \$300 per teacher	=	\$15,000
Meals (75 - including teachers and ESU staff) @ \$20	=	<u>\$ 1,500</u>
Total	=	\$16,500

A DRAFT Proposal to design and establish a PILOT mini-grant program for Nebraska teachers to secure funding to pay for Virtual Field Trip programs for their students.

Background: Several significant nonprofit educational content providers in Nebraska have developed some excellent interactive videoconferencing (IVC) programs that reinforce the Nebraska content standards and provide unique experiences to greatly enrich the curriculum and make topics 'come alive' for students. Data suggests that when these programs are free (\$0 per program), Nebraska teacher demand is high. Once the programs begin to charge (e.g. \$50-\$150 per program), the demand from teachers drops dramatically. Inasmuch as nonprofit content providers would like to develop and offer programs at no charge, most operate on modest budgets. A quick search of the Center for Interactive Learning and Collaboration (www.cilc.org) virtual field trip programs revealed that there were approximately 170 IVC programs nationwide that were available for \$0, and over 1,000 IVC programs nationwide that were between \$50 and \$150. Some current Nebraska content providers:

- Agate Fossil Beds near Harrison
- Durham Museum in Omaha
- Henry Doorly Zoo/Aquarium in Omaha
- Homestead National Monument in Beatrice
- University of Nebraska State Museum (Morrill Hall) in Lincoln

Solution: In order to fuel additional content development by emerging content providers and create a sustainable source of funding for teachers, a mini-grant program is proposed that would enable teachers to submit a one-page, web-based proposal. The teacher request would be virtually reviewed by a joint committee of ESUCC-TLT, NDLA and NETA Board Members, and return approval/rejection to the teacher within 48 hours. The pilot program would initially be funded by NETA at \$20,000 and administered by NETA for a period of two years, 7/1/2017-6/30/2019, or until funds are exhausted, at which time the program would be reviewed for continuation. Charitable contributions would be sought from commercial providers (and/or their foundations) to ensure the mini-grant program's sustainability:

- Bizco Technologies
- Cisco/Tandberg
- Lifesize
- Logitech
- Polycom
- SKC Communications
- Zoom Videoconferencing
- Allo Communications
- CenturyLink/Level 3
- Cox/Unite Private Networks
- Eagle Communications
- Fibervision
- Frontier/Citizens
- Glenwood Telecom
- Great Plains/Pinpoint Communications
- Hamilton Communications
- NebraskaLink
- Spectrum (Time Warner Cable/Charter)
- Windstream
- Etc...

Mini-grant Application: Information would be submitted by teachers online into a Google Form or equivalent, and upon receipt, would broadcast an alert to the IVC Grant Committee members for review and voting. A maximum number of grants or annual dollar limit per teacher or school could be established. Preference for Nebraska-based programs could be accommodated. NETA Membership would be a pre-requisite to eligibility. A minimum of three NETA/NDLA/ESUCC reviewers would be needed to approve each proposal, using majority rule or complete unanimity. Proposed data to be collected:

- Teacher Name
- School Name
- City
- Grade Level(s)
- Number of Students
- Program Provider
- Name of Program
- Cost of Program
- Date(s) of Program
- State Standard(s) or Topics Addressed
- Previous IVC program experience
- Matching Funds, if any

Division of Labor: This mini-grant program would be an administrative collaboration between the Nebraska Distance Learning Association, the ESU Coordinating Council, and the Nebraska Educational Technology Association. Potential roles and responsibilities:

- **NDLA:** Promotion of the mini-grant program to NDLA members, linking to the mini-grant webpage from www.ndla.org, board members as part of the grant review committee, solicitation of donations, Co-Chair of the grant review committee;
- **ESUCC:** Promotion of the mini-grant program to Nebraska teachers, linking to the mini-grant webpage from <http://nvis.esucc.org/VFTList.aspx>, ESU staff as part of the grant review committee, solicitation of donations, promotion of Nebraska-based content providers (<http://www.nebraskamuseums.org/nebraska-museums/>);
- **NETA:** Promotion of the mini-grant program to NETA members, hosting the mini-grant webpage and database from www.netasite.org, board members as part of the grant review committee, solicitation of donations, Co-Chair of the grant review committee, responsible for issuing reimbursement to teacher.

Promotional Considerations: This mini-grant program could be promoted in honor of the Nebraska 150 Sesquicentennial Celebration <https://ne150.org/>, featuring and promoting Nebraska content providers. It also completes the loop between teachers wanting to get additional IVC programs for students, but who cannot afford the program fee AND the nonprofit educational content providers who want to develop and deliver programs, but need a revenue stream to do it. It also engages the hardware, software, and telecommunications providers that benefit from increased numbers of virtual field trips. A kickoff event and statewide news release could be organized. And finally, this mini-grant program is a great way to return surplus funds to the NETA K-12 teacher membership.

Next Steps: 1) Secure NETA/NDLA/ESUCC organization support; 2) Secure NETA financial support at the winter board meeting; 3) Recruit IVC Committee Members; 4) Develop the web form, database, evaluation instrument, and virtual committee distribution list; 5) Plan kickoff and promotional activities; 6) Launch the website; 7) Open the mini-grant program for 2017-18 school year; 8) process reimbursement of grant requests.

Appendix A—List of interested and Emerging Nonprofit Content Providers

- Edgerton Explorit Center in Aurora
- Hastings Museum in Hastings
- International Quilt Museum and Study Center in Lincoln (UNL)
- Joslyn Art Museum in Omaha
- Larsen Tractor Test & Power Museum in Lincoln (UNL)
- Lincoln Children’s Zoo & Science Focus Program in Lincoln
- Mari Sandoz High Plains Heritage Center in Chadron
- Museum of Nebraska Art in Kearney (UNK)
- Museum of the Fur Trade near Chadron
- Nebraska State Historical Society
 - Nebraska State Museum in Lincoln
 - Chimney Rock National Historic Site near Bayard
 - Fort Robinson Museum in Crawford
 - John G. Neihardt State Historic Site in Bancroft
 - Neligh Mill State Historic Site
 - Willa Cather State Historic Site in Red Cloud
- Nebraska Game and Parks Commission
 - Louisville State Recreation Area near Louisville
 - Mahoney State Park near Ashland
 - Platte River State Park near Louisville
 - Ponca State Park near Ponca
 - Schramm State Park/Aksarben Aquarium near Gretna
 - Wildcat Hills Nature Center near Gering
- Pioneer Village in Minden
- Scotts Bluff National Monument in Scottsbluff
- Sheldon Museum of Art in Lincoln (UNL)
- Strategic Air and Space Museum near Ashland
- Stuhr Museum of the Prairie Pioneer in Grand Island
- University of Nebraska State Museum
 - Trailside Museum in Crawford
 - Ashfall Fossil Beds in Royal

This proposal was developed by Tom Rolfes, Executive Liaison, NETA; tom.rolfes@netasite.org, 402-471-7969.

Technology Committee Update

Scott Isaacson

March 1, 2017

Statewide Technology Plan

ADVISER Ed-Fi Dashboard

District interest in ADVISER data publishing continues to be high. 22 new district applications to join the EAP process were received by NDE between February 1-20. Regular bi-weekly online meetings for the Early Adopter Program (EAP) districts, production districts and Virtual Support Team (VST) are scheduled. Aimee Muehling is now the project lead for ADVISER. As of February 20, NDE reports 159 districts participating in EAP, 93 have received a secret and key to publish data, and 59 are actively publishing data.

Multi-State Collaboration (K12 Federation)

The group is developing strategy for grant proposal(s) for next phase funding, a long-term strategy for self-sustainability, and additional K12 members.

Single Sign-On (SSO) and App Launch Portal

138 districts and ESUs are listed in the production single sign-on framework. We implemented software updates to the application launch portal in February, and continue to add applications. Next on the list are EdReady, ISLE/IOER, JitBit, NVIS, WorldBook, Schoology, Seesaw and MyVRSpot.

Nebraska Cloud Infrastructure Support - Sustainability

The purpose of this effort is to seek the best way of providing statewide technology services through balancing efficiency, cost effectiveness, data protection, support and staffing. The more school districts and ESUs approach these needs together, the more we will all be able to improve service and reduce costs. The level cost of the current ESUCC hosting infrastructure, factoring in staffing, hardware, software, data center, and backup systems, appears to be approximately \$1,200 annually per virtual machine being hosted. We will extend this analysis next to include core software services such as the SSO framework, portal, ADVISER and SRS. This will provide numbers for use in planning future budgets and needs. NOC discussed this and formed a subcommittee to examine options for future hosting. One of the options discussed is the possibility of a Network Nebraska hosting service.

SRS and AAP

Mike has been working during February on user-reported fixes and enhancements to SRS. After these high-priority items are completed, we will begin the next phase of upgrades, including optimizing the database to improve the performance and maintainability of the application and migrating to the most current Zend framework version, planned to be completed and in production during the summer of 2017. We meet every 2 weeks with NDE and Double Line Partners, an Ed-Fi contractor, on the interface for SRS to publish data automatically to the ADVISER data store. This is planned to be ready by summer 2017 also.

Nebraska Innovation Grant

ESUCC's proposal was funded as announced at the state board of education meeting on February 3rd. The first online meeting of grant recipients is scheduled for March 7th to discuss the logistics of the grant. The ESUCC proposal is titled DE²TAILS - Data-Driven Ecosystem Enhancing Teaching and Learning for Students, and includes significant support for upgrading and integrating the SRS and AAP software to share data via the ADVISER data store, enhance the single sign-on and portal environment, to extend the BlendEd, NROC and EdReady pilot projects, and implement the SIMPL software.



Committee Report

PROJECT NAME: BlendEd and Distance Ed

PROJECT DIRECTOR: Beth Kabes

REPORT PERIOD: March, 2017

COMMITTEE REPORT:

BlendEd Committee continues to meet Friday morning at 9 a.m. over zoom. Discussion items include since November:

[February 17, 2017 - AQuESTT, iNACOL, Future Ready](#)

[February 3, 2017 - BlendEd Flyer, Admin Days, AESA, USDLA, NETA, LOR-Sub Committee](#)

[January 27, 2017 - Admin Days Proposal](#)

BlendEd Pilot:

- District that I have visited in February include: Thayer Central, Westside, OPS-AW Davis Middle, Freeman, Bayard, Mitchell, Kimball, Clarkson
- Hosting Statewide Webinars for sharing and learning from 3:45 – 4:15 CT
 - February 28 – Blended models
 - March 28 – Onsite classroom environment
 - April 25 – Online classroom environment
- Awarded Innovation Grant to sponsor 2nd Cohort for BlendEd Learning Pilot
- Awarded the NDE Innovation Grant which includes a BlendEd Pilot Coordinator position. Deb Hericks and I have a rough draft on a Job Description
- Submitting a Special Projects Proposal in order to enhance the resources for teachers in Nebraska that are currently or wanting to utilize blended learning strategies.

Promotion and Professional Development of BlendEd

- Presented at NDLA February 9-10 with BlendEd Co-Chairs Linda Dickeson and Craig Hicks.

- Presented a morning workshop on BlendEd Learning at ESU13 Mid-Winter Conference on February 20. Also presented an afternoon workshop on Google.
- Not able to attend the TLT Training with Jarod Boreman (attended Legislative Day)
- Attending #GoOpen Regional Summit, March 3 in Council Bluffs
- Presenting at ESU3 Blended Learning Fair on “Impact of Blended Learning: Observations of my Nebraska tour”
- Submitted proposal to NCSA Administrator Days
- Submitted proposal to AQuESTT

NROC/EDREADY:

- Will be attending NROC Member Meeting, March 27-29
- Participating in a panel for NROC Member Meeting, “Networked for Change”. I will be sharing the NE story of NROC/EdReady
- Awarded the NDE Innovation Grant which includes a NROC Implementation Coordinator position. Deb Hericks and I have a rough draft on a Job Description
- Met with Gary Lopez, Terri Rowenhorst, Lynn Skorniak, Nicole McCabe (all from NROC) and Rob Residori (from BrightBytes) to begin to develop an implementation plan

DISTANCE EDUCATION:

- February 6 meeting on NVIS Work Session.
- Submitted a work request made as part of discussion
- Emailed TLT to support districts in adding 2017-2018 distance learning courses. (March 8 is a morning only meeting and the agenda is long. The leadership committee requested to use email as a means to inform distance learning coordinators of upcoming needs for the support of distance learning.)
- Supporting NETA VFT Grant Proposal as presented. This was reviewed at the NVIS Work Session and at the TLT Leadership meeting. It will be an action item at the TLT virtual meeting on March 8.
- Continuing to develop Checklist for Monitoring a virtual meetings/session. Receiving input from TLT group.
- Data on Distance Learning Courses in Nebraska for Dual Credit and College Credit from 2011-2012 – 2015-2016

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Dual Credit	510	490	472	420	365
College Credit	107	52	27	4	8

- My analysis of the low numbers of college credit in 2014-2015 and 2015-2016 is that in 2013, the Trade certificate was made available for higher education in order to offer dual credit courses that were previously offered as college credit only

ESUPDO

- No activity in February



PROJECT NAME: BlendEd Projects – Instructional Materials/Resources

PROJECT DIRECTOR: Rhonda Eis

REPORT PERIOD: March 2017

Learn360 - NEW PRICE Revised (02-28-17)

- New agreement – no price increase for Year 3 of current agreement. Price remains the same at \$112,000 rather than an increase to \$119,000 as per original agreement. Term July 1, 2017- June 30, 2018.
- Two-month extension: reduced to \$9,333. July 1 – August 31, 2017. Adjusts term dates to September 1 – August 31.
- NEW PRICE: Quote for future 3-year term – 2018-2021
 - Renewed annually
 - Same terms as current contract – prices based on student count up to 280,000 then a per student price over that amount
 - New term dates will be September 1 – August 31
 - 2018-2019 – \$119,000 (MSA 2018-19)
 - 2019-2020 - \$126,000 (MSA 2019-20)
 - 2020-2021 - \$133,000 (MSA 2020-21)

TLT Training – February 23 & 24 - TLT Training - ESU 3-- all day

- Agenda: <http://jardo3.wixsite.com/nebraksaesu>
- Jarod Bormann - Technology Integrations Specialist
- Day 1 – Professionally Driven
- Day 2 - Blended/Flipped Learning – Postponed/Reschedule via Zoom (TBA)

Upcoming meeting

- **March 8 - TLT Meeting - Zoom 8:30 AM - 12:30 PM**
 - **Agenda items include:**
 - Amazon Inspire Demonstration – Jill Florant & Diane Mazzuca
 - LibGuides and My VRSpot Demonstrations - Mary Reiman, Chris Haeffner, & Linda Dickeson - ESU 18/LPS
 - Kaltura Demonstration– Ron Cone – ESU 10
 - Discussion on need to resurrect the LOR subcommittee
 - Review Jarod Bormann Training Days
 - Discussion of Special Projects funds for:
 - Early Renewal of Disney and/or Scholastic Titles
 - BlendEd Online Professional Development Proposal
 - Update on the NVIS work proposal, NETA VFT Grant proposal and NDE Innovative Grant - Beth Kabes



DRAFT

Digital License Agreement LEARN360 Subscription Plan

This Agreement made **February 27, 2017** between Infobase Learning, 132 West 31st Street, 17th Floor, New York, NY 10001 (“Licensor”) and **Nebraska Educational Service Unit Coordinating Council / ESUCC**, 6949 South 110th Street, LaVista, NE 68128 (“Licensee”) regarding access to Video Titles and Digital Media content, controlled by Licensor to be made available to Licensee per agreed upon Term on a subscription basis and as set forth in the Terms of Use located at <http://LEARN360.com/UserTerms.aspx>

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles that would cause the application of the laws of another jurisdiction.

Key Definitions

LEARN360: A cloud-based content hosting and digital media delivery, management platform operated by Licensor that is accessed by Authorized Users.

Authorized Users: Current educators, administrators, students, or staff of Licensee (whether on a permanent, temporary, contract or visiting basis) and individuals who are enrolled at Licensee’s school(s) listed in Exhibit A hereto (the community), who are permitted to access LEARN360 from within the Licensee’s premises or from such other places where Authorized Users work or study (including but not limited to Authorized Users’ offices and homes) and who have been issued a password or other authentication by Licensee. Educators, administrators, students, or staff of Licensee not affiliated with Licensee who are physically present at Licensee's site(s) (“walk-ins”) are permitted access while physically present.

Commercial Use: Use for the purposes of monetary reward (whether by or for Licensee or Authorized User) by means of admission charge or fee for viewing, sale, loan, transfer, or other form of exploitation of the Video Titles.

Subscription Term: The period during which Licensee and Authorized Users may access the LEARN360 platform.

Video Title and Digital Media: A complete individual video program, which may be available in whole or in part on the LEARN360 platform or acquired separately in digital or hard copy format. All other digitized media resources such as teacher guides, student activities and worksheets, music tracks, audio and video speeches and audio books or other digital media Licensor may add to the LEARN360 platform.

Term and Termination

The pricing for this license (the "Fees") for the Term shall be as follows:

Adjustment to Year 3 of current license agreement (2017-2018 School Year)				
Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Total
1	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.40 per student. July 1, 2017 – June 30, 2018.	NA	\$0.425 (Discounted \$0.025) \$0.40	\$119,000 \$112,000
1	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – 2 months prorated to adjust renewal period. July 1, 2018 – August 31, 2018.	NA	\$0.40	\$18,666 (Discounted 50%) \$9,333
				\$121,333

Year 1 License (2018-2019 School Year)

Quantity	Description	Currently Yearly Rate	Subscriber's Rate Per student	Total
1	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.425 per student. September 1, 2018 – August 31, 2019.	NA	\$0.425	\$119,000
1	Optional addition: Classroom Video On Demand	Based on an estimated 80,000 high school students		\$35,000
<ul style="list-style-type: none"> Classroom Video On Demand may be added at any time during the lifetime of this agreement. 				

Year 2 License (2019-2020 School Year)

Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Total
1	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.45 per student. September 1, 2019 – August 31, 2020.	NA	\$0.45	\$126,000
1	Optional addition: Classroom Video On Demand	Based on an estimated 80,000 high school students		\$36,500
<ul style="list-style-type: none"> Classroom Video On Demand may be added at any time during the lifetime of this agreement. 				

Year 3 License (2020-2021 School Year)

Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Total
1	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.475 per student. September 1, 2020 – August 31, 2021.	NA	\$0.475	\$133,000
1	Optional addition: Classroom Video On Demand	Based on an estimated 80,000 high school students		\$38,000
<ul style="list-style-type: none"> Classroom Video On Demand may be added at any time during the lifetime of this agreement. 				

The offer set forth in this Agreement shall be open through 06/30/2017.

The term of this Agreement shall commence on the current expiration date and continue in force through 08/31/2018. Licensee shall have the option to renew the contract for the 2018-19, 2019-20 and 2020-21 school years. Expiration and nonrenewal of subscription will result in immediate termination, whereupon all access of Licensee and Authorized Users to LEARN360 shall cease.

Notwithstanding the above, this Agreement may be terminated by Licensor if Licensee materially fails to perform or comply with this Agreement or any provision hereof. Termination hereunder shall be effective 30 days after written notice of termination given by Licensor to Licensee, if Licensee's defaults have not been cured within such 30 day period.

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

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.

Licensee may terminate this Agreement, in whole or in part, by written notice to the Licensor and may regard the Licensor in default of this Agreement if the Licensor 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.

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

All other terms and conditions governing this license shall be as set forth in the Terms of Use. Licensor may revise such Terms of Use from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.

Grant of License

Licensor grants to Licensee a non-exclusive, non-transferable license to provide Authorized Users access to LEARN360 consistent with the provisions of this Agreement. Grant of License is conditional upon payment of subscription fee to Licensor by Licensee or third party acting on behalf of Licensee. Grant of License is provided to Licensee only and is not extended to corporate parent, subsidiaries, or other affiliated institutions unless specifically provided for in this Agreement. Any rights not specifically included herein are reserved to Licensor.

Permitted Uses of LEARN360

LEARN360 is licensed solely to Licensee and Authorized Users for classroom teaching, research, presentations, and educational non-commercial multimedia projects for use in educational institutions, provided no admission or other fees are charged for public viewing. Licensee and Authorized Users may stream, display, publicly perform (except when public performance is restricted by copyright holders), or exhibit the Video Titles asynchronously on a single computer or network, course management system, or password-protected website. Licensee and Authorized Users may electronically save, organize, and share Video Titles or parts thereof with other Authorized Users using tools provided with LEARN360.

Prohibited Uses of LEARN360

Neither Licensee nor Authorized Users may (1) mount or distribute any element of LEARN360 on any electronic network accessible to parties who are not Authorized Users, including without limitation the Internet and the World Wide Web; (2) use all or any part of LEARN360 for Commercial Use or; (3) copy, transmit, modify, distribute, sell, or create derivative works from the Video Titles except as expressly permitted under applicable law or as described herein. Interlibrary loan functionality is not supported by the LEARN360 platform.

Composition of LEARN360

Licensor may add Video Titles and Digital Media to LEARN360 at regular intervals during the course of the Subscription Term at no added cost to Licensee. Licensor may also be required to purge from LEARN360 at regular, scheduled intervals Video Titles and or Digital Media that are no longer in distribution, after which such Video Titles and Digital Media will be removed from LEARN360 and will no longer be accessible by Licensee or Authorized Users. Licensor agrees to provide advance notice of discontinuation whenever reasonably possible, and will offer Licensee the option to purchase a permanent license, provided Licensor has the right to do so.

Password Protection/License Compliance

Licensee agrees to protect its passwords from use by unauthorized persons by taking reasonable measures to prevent access by unauthorized persons. Licensee further agrees to take all necessary, reasonable, and prudent precautions to keep others from violating this Agreement. Licensee agrees that the Licensor shall have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement and to seek other available remedies under the law.

Limitation of Liability

No party shall be liable to another party for, nor shall the measure of damages include, any consequential, incidental, indirect, punitive or special damages arising out of or relating to its acts or omissions arising from this Agreement, except in limited situations provided by it. This limitation of liability shall not apply, however, to liability of Licensor arising from (a) defect or deficiency caused by willful misconduct or fraud on the part of Licensor; or (b) circumstances where the contract expressly provides Licensee a right to damages, indemnification, or reimbursement.

Licensor shall not be responsible for any problems or delays that may occur in or on or be related to any of Licensee's computer hardware, firmware, software, or use thereof. This includes, but is not limited to, problems that may occur as a result of Licensee's installation and use of the Licensed Materials or technical support provided by Licensor.

Indemnification

Each party agrees to indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. This indemnity shall survive the termination of this Agreement.

Trademarks

Except as permitted by applicable laws, Licensee is prohibited from using any of the marks appearing on the Video Titles and Digital Media without express written consent from their respective trademark owners.

Public Records

The Contractor acknowledges that ESUCC 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.

Publicity

ESUCC does not endorse the goods or services of the Contractor. Except for listing ESUCC 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 ESUCC.

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.

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.

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:

Licensee: Educational Service Unit Coordinating Council
Attn: David M. Ludwig, Executive Director
6950 South 110th Street
La Vista, NE 68128

Licensor: Infobase Learning,
Attn: _____
132 West 31st Street, 17th Floor
New York, NY 10001

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

Miscellaneous

Licensor’s rights, including but not limited to all rights of remedy for Licensee's breaches under this Agreement, shall continue in perpetuity. With the exception of the rights to use LEARN360, all other provisions of this Agreement shall survive termination and shall continue to legally bind Licensee. No delay or failure of Licensor to take action under this Agreement will constitute a waiver by Licensor, unless expressly waived in writing by Licensor.

This Agreement constitutes the complete agreement of the parties and contains the entire understanding of the parties hereto relating to LEARN360, supersedes any prior written or oral agreement or understandings between the parties with respect to LEARN360, and cannot be changed or terminated orally but only in writing signed by both parties.

Student users will be able to retain content used for the creation of student projects and will be exempt from the requirement to delete or erase content at the expiration of this agreement.

Licensee / Educational Organization:

Signature:_____ Title:_____ Printed Name:_____ Date:_____

Bill To:

Name:_____

Title:_____

Implementation Contact:

Name:_____

Title:_____

Please fax the signed agreement to:

Attention: Steve Kindel

Fax # **212-313-9443**

P.O.# _____

**Please make purchase order out to
“Infobase Learning” and remit
payment (NET 30 DAYS) to:**

Infobase Learning

PO Box 26223

New York, NY 10087-6223

Federal Tax ID: 13-3720604

SCHEDULE A LICENSED SITES

*Detailed list in an Excel spreadsheet e-mail to:
skindel@learn360.com*

**Infobase Learning Exhibit A -
Licensee Sites Setup**

All schools in the state of Nebraska as listed with the Nebraska Department of Education are covered under this agreement. A detailed list of sites setup with student count will be provided by ESU Coordinating Council and updated when new sites are added.

**Schedule A
Preliminary Information – Detailed list with school districts to be provided**

Customer Support

Tier 1: Customers receive a live support person when they call during normal business hours (Monday-Friday 7:30 am EST- 8:30pm EST). Support requests are also handled via e-mail. Any voicemails or e-mails submitted after business hours are returned promptly the next business day. Problems that cannot be resolved by LEARN360 Tier 1 representatives are immediately escalated to Tier 2.

Tier 2: Representatives have additional remote support tools at their disposal that allow for more in depth resolution solving possible. LEARN360 Tier 2 representatives use GoTo Assist to remotely connect, troubleshoot and fix any Mac or PC LEARN360 issue a customer has. 90% of the issues logged by our support department are resolved over the phone at the time of call in.

Tier 3: In the event that a customer's support issue requires that of a programmer interaction, those issues are promptly handed off for a quick resolution. LEARN360 support representatives maintain an open line of communication throughout the entire process, ensuring that the customer knows exactly what is being done to resolve their issue.

Free Training

Tutorials

The Learn360 support site has free tutorial videos and archived webinars. They can be accessed by any registered user at:

<http://support.infobaselearning.com/index.php?/Learn360/Knowledgebase/List/Index/58>

Webinars

Infobase Learning offers free webinars nation-wide. Users can register for these trainings at

<http://support.infobaselearning.com/index.php?/Learn360/Knowledgebase/Article/View/1125/0/learn360-webinar-schedule#.VUESUpPCdcl>

Fee Based Training

Infobase Learning offers the following training options that can be purchased on an as needed basis:

Custom webinars

Infobase Learning will provide customized webinars based on customer needs and priorities.

Cost: \$250/hour session

Face-to-face

One-Day Training (8:00 a.m. to 5:00 p.m.):

Cost: \$1,500

Multi-Day Training (8:00 a.m. to 5:00 p.m.): **Cost:** \$1,500 for the first day; \$1,000 for each additional day