

ESUCC
Technology Committee Meeting
Monday, January 29, 2018, 9:00 AM
Zoom, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 8:54 AM.

Bell ESU 10:	Absent
Dr Kraig Lofquist:	Absent
Shoemake ESU 06:	Absent
Bill Heimann (ESU 01):	Absent
Ted DeTurk (ESU 02):	Present
Gregg Robke (ESU 04):	Absent
Constance Wickham (ESU 19):	Present

1. Call to Order

2. Roll call

3. Agenda Item

3.1. ADVISER Update

4. Next Meeting Agenda Items

5. Executive Session

6. Adjournment

{{Name: Agenda Item Name}}
{{Discussion: Agenda Item Discussion}}
{{Comments: Agenda Item Comments}}
{{Actions: Agenda Item Actions}}



EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL

SERVICES CONTRACT

Contractor: DoubleLine Partners

Name: Matt Warden

Address: 6801 N Capital of TX Hwy
Bldg. II Ste. #225

City, State, Zip Code: Austin, TX 78731

Telephone Number: (512) 646-4929

Fax Number: [Click here to enter text.](#)

Email Address: matt@doublelinepartners.com

Social Security/TIN: [Click here to enter text.](#)

Date: February 8, 2018

1. Services. Contractor agrees to provide to ESUCC the services identified in Schedule 1, attached, on the dates or during the time periods and for the fees and expense reimbursement listed in Schedule 1. Contractor affirms that throughout the term of this contract he or she will hold a valid and appropriate certification, licensure, or authorization from any required entity to provide the services in the State of Nebraska, which certification, licensure, or other documentation shall be provided to ESUCC prior to the provision of any services under this Agreement.
2. Independent Contractor. The relationship between Contractor and ESUCC is that of independent contractor and is not one of employment or principle agent. Contractor shall determine the means and methods by which its services will be provided and will furnish the personnel and equipment incidental to the provision of such services, provided that ESUCC retains the right to designate the time and place for the performance of those services. Contractor shall exercise its own independent professional judgment in connection with the performance of its services under this Agreement. ESUCC does not agree to use Contractor exclusively, and the Contractor is free to contract to perform similar services for other entities while under contract with ESUCC. Contractor shall be solely responsible for personnel retained by it to provide the services whether through employment or independent contract, and Contractor will be solely responsible for compensation, payroll taxes and withholding and workers compensation insurance with respect to such personnel.
3. Acceptance. This Contract shall be binding upon the parties when accepted by the Executive Director of the ESUCC or his authorized designee and until such acceptance it shall constitute a proposal that shall remain open and shall not be withdrawn prior to April 30, 2018.
4. 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.
5. Liability. The work performed under this Agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for all legal liability associated with the performance of this contract. Contractor agrees to indemnify and hold the School District harmless from any and all liability or loss arising in any way out of the performance of this Agreement.
6. Insurance. Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- Commercial general liability
- Employer's liability
- Workers compensation
- Automobile

All such insurance shall be in a form and with liability limits and deductibles that are satisfactory to ESUCC. Contractor shall furnish a certificate of insurance to the undersigned ESUCC representative prior to commencement of this Agreement. Failure to provide insurance as required in this Agreement is a material breach of contract entitling ESUCC to terminate this Agreement immediately.

7. Compliance with Laws and Regulations. Contractor agrees that it shall perform the work called for herein in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, including the laws of any state or nation which may have jurisdiction over Contractor and Contractor's employees. Contractor assumes full responsibility for the payment of all contributions, taxes or assessments, which may be required by any state or nation as to all employees engaged in the performance of work hereunder. Contractor covenants to save ESUCC harmless from any and all liability for state or federal taxes, workers' compensation contributions, and or any other tax liability or assessment now or subsequently imposed on ESUCC by reason of this Agreement and the services hereunder.
8. Confidential Information. The Contractor may have access to certain confidential information while providing services under this Agreement including, but not necessarily limited to, student or employee information. The Contractor understands that state and federal law prohibit the disclosure of certain records or information to any unauthorized person without a written release from an individual authorized by law to provide it. The Contractor understands that unauthorized access, use, disclosure, or modification of student or employee records or confidential information will result in the immediate termination of this Agreement and may result in other consequences imposed by law.
9. Student Records. The parties agree to share data in a manner that safeguards the confidentiality of personally identifiable information in students' education records as defined by the federal Family Education Rights and Privacy Act (FERPA) and any other applicable federal or state laws and regulations. FERPA establishes restrictions on the disclosure and re-disclosure of personally identifiable information in students' education records without the written consent of the parent or eligible student. FERPA permits student information to be used by state educational authorities for the purposes of the evaluation of state or federally supported education programs, and/or conducting research for or on behalf of the state supported schools to improve education.
10. 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.
11. Duty to Report. The Contractor shall self-report any of the following to ESUCC's Executive

Director within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier:

- A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
- B. Any arrest for any reason;
- C. Any criminal conviction;
- D. Any sentence of incarceration;
- E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Contractor for child abuse and/or neglect;
- F. Any complaint or other administrative filing against the Contractor that could impact any certificate or professional license held by the Contractor;
- G. Any action or threat of action by any entity against the Contractor's driver's license or ability or authority to operate a motor vehicle if the Contractor's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate termination of this Agreement.

- 12. Drug/Alcohol/Tobacco/Weapons Free Workplace. Contractor and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on ESUCC premises or at ESUCC related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on ESUCC property or at ESUCC related functions. The Contractor and all subcontractors, if any, also shall adhere to all ESUCC's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on ESUCC premises or at ESUCC related functions. Failure to comply with this provision may be considered a material breach. ESUCC may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
- 13. Assignment. This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of ESUCC.
- 14. Subcontractors. The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of ESUCC.
- 15. Written Notice. All communications regarding this Agreement shall be sent to the parties at the following parties:

ESUCC: David M. Ludwig, Executive Director
ESUCC
6949 South 110th Street
LaVista, NE 68128

Contractor: _____

Any written notice hereunder shall be effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address listed above or such other address as may hereafter be specified by notice in writing.

16. Entirety of Agreement and Amendments. The parties certify that they have read this Agreement, fully understand its terms and conditions and agree that this Agreement constitutes the entire agreement between the Contractor and ESUCC and that no representations, promises, agreements, or undertakings, written or oral, not herein contained shall be of any force and effect. This Agreement shall be subject to modification only by written instrument signed by the Contractor and by a duly authorized representative of ESUCC.
17. Applicable Law. This Agreement shall be governed by the laws of the State of Nebraska.

Contractor: ESUCC

By: _____

By: _____

Its: _____
(Authorized Signer's Title)

Its: _____
(Authorized Signer's Title)

Date: _____

Date: _____

SCHEDULE 1

1. Description of Services

Time & materials not to exceed 120 hours and \$19,200

- A. Double Line will investigate issues and inquiries relating to the ADVISER Dashboards, as directed by [client point of contact], and communicate the root cause, suggested resolution, and estimated level of effort for an NDE developer to complete the resolution.
- B. Double Line will deliver to three (3) NDE developers training, knowledge transfer, and guidance as they resolve issues in or make enhancements to the ADVISER Dashboards.
- C. As directed by [point of contact], Double Line will resolve issues in or make enhancements to the ADVISER Dashboards.
- D. Double Line will provide a report to [client point of contact] on Monday of each week of the term of this contract or until total hours are exhausted, summarizing the hours spent in each of the above three scope categories.

2. Dates or Time Periods for Performance

[Click here to enter text.](#)

3. Contractor's Primary ESUCC Contact

Scott Isaacson, Technology Director

4. Fees

- Fixed fee: \$
- Per diem: \$ /day
- Hourly: \$ 160/hour, up to 120 hours, not to exceed \$19,200

5. Expense Reimbursement

The following out of pocket expenses will be reimbursed to Contractor:

- Mileage Reimbursement for Contractor's personal vehicle use at the current IRS established rate, traveling by the most direct route, or actual cost of compact rental car.
- Airfare, if applicable (receipts are required).

- Parking (receipts are required in a garage or lot).
- Lodging may be direct billed to ESUCC with prior approval of the Executive Director of ESUCC or designee. The Contractor may be reimbursed for the actual cost of personally arranged lodging and tax. (Detailed receipts are required).
- Meals under the following circumstances:
 - No alcoholic beverage is allowed.
 - The IRS will determine the daily rate for meal reimbursement code set for each city. Per IRS Publication 463, you are not allowed the entire M&IE Rate on the date of departure and the day you return from a business trip. You may claim 3/4 of the M&IE rate. If the IRS lists no city, the daily rate for meal reimbursement defaults to the approved rate for the city of Omaha, subject to changes per IRS Publication 1542.
 - Detailed receipts for meals must be submitted.

CANCELLATION OF CONTRACT: (Check all that apply. Items that do not apply must be marked N/A)

- a. Cancellation of this contract must be submitted via email or US Mail to the ESUCC contact
- b. Prepaid expenses by the contractor, such as airfare, will not be reimbursed by ESUCC when cancellation of the contract is at the contractor's request.
- c. Cancellation due to acts of nature, contractor illness or personal circumstance result in no payment of fees to the contractor or reimbursement of incurred expenses by the contractor.
- d. In the event of cancellation, both parties will work to re-schedule the work outlined in the contract at a mutually acceptable date. An addendum to this contract will be required to change the service date of the contract work.
- e. Cancellation for other than acts of nature, such as weather or illness requires 48 hour notice to ESUCC contact.
- f. It is up to the sole discretion of ESUCC to cancel a training contract due to the lack of participation in a timely manner prior to training.

6. Payment

Client will pay the Contractor as full compensation for the completion of Work. Payment will be due on the date for each client event and will be invoiced one month prior.

For Contractor

For ESUCC

VERIFICATION OF LAWFUL PRESENCE IN THE UNITED STATES:

The contractor is required and hereby agrees by the contractor’s signature on this contract that, as a pre-condition for performance under this contract and for payment for the contract services, contractor will use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the contractor is an individual or sole proprietorship, the following applies:

The contractor, by the contractor’s dated signature below, attests that for the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, he/she: **(CHECK ONE) If contractor is not an individual or sole proprietorship, skip to***.

_____ Is a citizen of the United States.

OR

_____ * Is a qualified alien under the Federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

* If the contractor indicates above that he or she is a qualified alien, the Contractor agrees to provide to NDE the US Citizenship and Immigration Services documentation required to verify the Contractors lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Receipt of this documentation is required for this contract to be effective and no work under this contract is to begin, nor will ESUCC issue the contractor any payment until the form is completed and provided to ESUCC.

*As a pre-condition of performance and payment under this contract, the Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4 – 108.

This agreement is valid only when signed and dated by both parties.

Company:

ESU CC:

Signature: _____
(Authorized Representative)

Signature: _____
(Authorized Representative)

Printed Name:

Printed Name: David Ludwig

Title: _____

Title: Executive Director of ESUCC

Date: _____

Date: _____