

Educational Service Unit Coordinating Council

Executive Committee Meeting

May 7, 2019 at 11:00 AM Central

ESU No.10  
76 Plaza Blvd  
Kearney, NE 68845

1. Call to Order

2. Roll Call

3. Agenda Item

1. Approval of Salary and Benefits Package of ESUCC Employees for the 2019-2020 year.

2. Discuss and take all necessary actions to approve the Master Services Agreement between the ESUCC and each Educational Service Unit for the 2019-20 School Year.

3. Discuss and take all necessary action to transfer fiscal ownership of the NROC statewide membership to the Nebraska Department of Education.

#### 4. ESUCC Transition/Planning

##### 1. ESUCC Executive Committee Planning Retreat

##### 1. Approve Executive Committee Membership

##### 1. Signature on ESUCC checks as of July 1, 2019

##### 2. Approve Committee Structure

##### 3. Roles and Responsibilities

##### 2. Transition Timeline

##### 5. ESUCC Redesign - May 6 from 2:00-4:00 at ESU 10

##### 4. Next Meeting Agenda Items

## 5. Adjournment

**2019-2020 Master Services Agreement  
Between the  
Educational Service Unit Coordinating Council and  
Educational Service Unit \_\_**

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (“effective date”) by and between THE EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL, a political subdivision of the State of Nebraska, hereinafter referred to as “the Council” or “the ESUCC,” and EDUCATIONAL SERVICE UNIT NO. \_\_\_\_, a political subdivision of the State of Nebraska referred to as “the ESU.”

**Recitals**

Whereas, ESUCC is charged by NEB. REV. STAT. § 79-1245 with the administration of statewide education initiatives and provision of statewide education services;

Whereas, the ESU wishes to receive certain services and participate in certain Projects that are conducted by the ESUCC; and

Whereas, the ESU wishes to have certain services and initiatives made available to its member school districts.

Now, therefore, the ESUCC and the ESU agree as follows:

**1. General Provisions**

- a. Purpose. The purpose of this Agreement is to establish the general terms and conditions applicable to the education initiatives, services and projects (collectively “Projects”) which ESUCC supplies to the ESU for the 2019-20 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU CC’s Projects.
- b. Participation in Individual Projects. This Agreement outlines several Projects which ESUCC has undertaken for the statewide benefit of Nebraska educational service units and their member school districts. Other than the statewide core service initiatives designated herein as required by Rule 84 of the Nebraska Department of Education, the ESU may choose to participate in some, but not all of the Projects referenced by this Agreement. The ESU shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate or make available to its member school districts. ESUCC is only obligated to provide services to the ESU for the Projects which the ESU has marked as provided herein.
- c. Term. The term of this Agreement shall be one (1) year, commencing on August 1, 2019 and ending on July 31, 2020.

- d. Provision of Services by ESUCC's Agents. The ESUCC may contract with third parties to provide some or all of the services described in this Agreement. The ESU hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESUCC in the implementation of such Projects including, but not limited to, invoicing, payment and administration necessary for the delivery of Project services in the name of ESUCC.
- e. Compliance with State Law. Each Party will comply with applicable laws in its performance hereunder and will advise the other of changes in laws that concern the conduct of the Projects and services contemplated by this Agreement. Each Party shall obtain and maintain all approvals required to perform its obligations under this Agreement.
- f. Right to Make Changes. ESUCC reserves the right in its sole discretion, to make changes to the operation of each of the individual Projects referred to herein, including, but not limited to, an increase in the fees charged for particular Projects, if the ESUCC determines that such fee increase is necessary for the continued operation of the particular Project, provided, however, that no such change shall have a material adverse impact on the ESU.
- g. New Projects. In the event ESUCC determines to offer a new Project during the term of this Agreement and the ESU wishes to participate in said new Project, the parties may describe the new Project in writing and incorporate that writing as a formal addendum to this Agreement.
- h. Amendments in Writing. Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.
- i. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- j. Assignment. The ESU shall not assign any right or delegate any obligation arising hereunder without the prior written consent of ESUCC. This provision does not prevent the ESU from allowing its member school districts to participate in some or all of the Projects described herein.
- k. Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of and be enforceable by each Party hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- i. Entire Agreement. This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, between the ESU and ESUCC concerning the subject matter addressed herein.
- m. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.
- n. Nondiscrimination. The parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU 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.
- o. Employment Eligibility Verification. The parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

## 2. Professional Development Project (ESUPDO Project)

- a. Purpose of Professional Development Projects. One of the core services provided to school districts is professional development of their staff. Pursuant to Rule 84 of the Nebraska Department of Education, all ESUs are required to participate in statewide core service initiatives as established by the ESU Coordinating Council as a condition of accreditation. The ESUPDO Project is one of the mandatory statewide core service initiatives undertaken by the ESUCC. Mandatory participation includes financial support of the project pursuant to the terms set forth in this section.
- b. Professional Development Planning Committee. The ESUCC shall appoint educators and other experts to a Professional Development Planning Committee. The initial committee shall consist of members who possess expertise in professional development and specific curriculum areas including members from NDE and statewide initiatives/projects at the discretion of the ESUCC and its Executive Director. The Professional Development Planning Committee shall provide the ESUCC's Executive Director with suggestions and input on technical and other matters related to professional development and specific special projects involving educators' professional development, within the State of Nebraska. The ESUCC Executive Director may also form ad hoc committees from time to time to address matters relevant to the various Professional Development Initiatives.
- c. Annual Professional Development Program. The ESUCC will develop an annual program of professional development offerings that will assist the ESU and its member districts in providing professional development to educators statewide . The ESUCC will assist the ESU in meeting its obligations pursuant to Rule 84 of the Nebraska Department of Education in collaborating to create opportunities for educational training and staff development for the staff of educational service units, the Nebraska Department of Education, and school districts statewide.
- d. ESUPDO Project. The ESUPDO serves as a collaborative effort to provide statewide training and alignment of efforts for ESU employees and key NDE Staff statewide. Professional development is among the core services identified by state statute for ESU's. ESUPDO consists of five affiliate groups comprised of ESU employees across the seventeen ESU's with representation from essential NDE Staff.

These groups are:

- i. Staff Development Affiliate (SDA): Members are responsible for providing staff development for their school districts and assisting the Nebraska Department of Education efforts on statewide and local assessment as well as school improvement for Nebraska's school districts.

- ii. Teaching and Learning with Technology (TLT): The purpose of the Teaching and Learning with Technology Affiliate (TLT) is to connect educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom. This support is provided through school improvement efforts, professional development, and coordinated statewide projects, services, and efforts.
  - iii. Network Operations Committee (NOC): NOC supports the extensive communications network within and among the ESU's and school districts. NOC provides network security and protocols for their districts and ESU's and ensures the communications network for distance education, internet, email, and phones are functioning and secure.
  - iv. ESU Special Populations Directors (ESPD): This group consists of Special Education Directors and staff from across the state. This group was included in the ESUPDO as the need for special education professional development for special education and classroom teachers emerged in the age of standards and assessment,. ESPD is involved with the Nebraska Department of Education in providing leadership for special education training and support.
  - v. ESUPDO Fees. Each ESU will participate in the ESUPDO Project and contribute \$4,239 to fund the activities of the Professional Development Annual Program.
- e. Professional Development Special Projects. The ESUCC may also facilitate special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities. These special projects may include but are not limited to special education grant programs, NDE career education grant programs, and other grant or collaborative efforts that enhance statewide professional development.
- f. Fees for Participation in Specific Professional Development Activities. Professional Development activities may include a registration, material, and other fees. Such fees will be set at no more than \$20 per person per day. Material and other fees will be actually incurred costs beyond normal registration. Any fees billed through an agent of ESUCC must identify the specific core activity provided on behalf of the ESUCC and be appropriately allocated by such agent in accordance with agreed upon billing practices. ESUCC will provide to each ESU that participates in the Professional Development Project invoices that detail the expenditures for each event or

meeting. Participation fees shall be billed bi-annually by ESUCC during the academic year.

**The following is a cost summary for this project:**

Section 2	PD Annual Program Fees	\$4,239 (Each ESU will participate.)
Section 3	PD Participation Fees	\$20 per person per day (Each ESU will participate.)

*MSA Fees for 2018-2019: \$4,131/\$20*

**3. BlendEd Initiative and Projects:  
Encompassing Distance Education, Digital Learning,  
Instructional Materials, and Learning Management Systems**

- a. Purpose of BlendEd Initiative and Projects. The ESUCC shall provide distance education services including brokering and facilitating the exchange of distance education courses, the administration of learning management systems, and the assessment of distance education needs and evaluation of distance education services as provided for in NEB. REV. STAT. § 79-1248 and other state statutes and regulations. Additionally, the ESUCC is charged with the administration of statewide initiatives and provision of statewide services among other duties in NEB. REV. STAT. § 79-1246. The ESUCC also has managed statewide services in “core services” as that term is defined in statute, including instructional materials services. The purpose of the BlendEd Initiative is to assure cost-efficient and equitable delivery of digital learning opportunities in partnership with educational service units, school districts, and other potential partners. The BlendEd Initiative will unify ESUCC projects and seeks to collaborate to provide students and school districts across the state with access to a mix of different learning environments to best support the combination of traditional face-to-face classroom methods with more technology-mediated activities.
- b. Pursuant to Rule 84 of the Nebraska Department of Education, all ESUs are required to participate in statewide core service initiatives as established by the ESU Coordinating Council as a condition of accreditation. The BlendEd Initiative and Project is one of the mandatory statewide core service initiatives undertaken by the ESUCC. Mandatory participation includes financial support of the project pursuant to the terms set forth in this section.
- c. Fees. Each ESU will be invoiced \$5,500 fee to support the administration of statewide BlendEd Initiative. Based upon elected participation, the ESUCC shall charge additional fees for services, related equipment, and other fees as described in this Article. Additional fees may be determined and assessed by the ESUCC to provide necessary services.

**The following is a cost summary for the project:**

BlendEd Initiative/Projects Administration	\$ 5,500
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- d. BlendEd Advisory Committee. The ESUCC shall appoint educators and other experts to a BlendEd Advisory Committee. The initial committee shall consist of up to 20 members representing distance education, instructional materials, learning management systems, and general knowledge about professional development relevant to the initiative. The Advisory Committee shall provide the ESUCC’s Executive Director and BlendEd/Distance Education Director with suggestions and input on technical and other matters related to distance education, digital learning, instructional materials, or learning management systems, within the State of

Nebraska. The ESUCC Executive Director and BlendEd/Distance Education Director may also form ad hoc committees from time to time to address matters relevant to the BlendEd Initiative and Projects.

e. Conditions of Participation.

- i. Intellectual Property. The ESU and each of its participating school districts agrees to comply with all relevant laws governing copyright and other intellectual property. The ESU agrees to hold ESUCC harmless for any violation of this provision by the ESU or its agents.
- ii. No Assignment. No Party shall assign any of its rights or obligations under this Project without the prior written consent of the ESUCC's Executive Director or the ESUCC board.

- f. Projects and Services. The BlendEd Initiative is designed to create a more integrated approach for both instructors and learners. The Initiative assumes projects from existing distance education efforts, Instructional Materials projects, and Learning Management Systems as recommended by appropriate affiliates. ESUs may choose to participate in all or none of the projects and services and many of the services are made available to school districts directly. The BlendEd Initiative will also seek to organize professional development through existing ESUPDO and other ESU staff as appropriate.

**(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)**

- g. Distance Education Brokering. The ESUCC will provide the NVIS course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts. If fees for distance education brokering become necessary, they will be approved by the ESUCC with at least one month's prior notice to participating ESUs.

**(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)**

- h. Instructional Materials. The Instructional Materials portion of the BlendEd Project consists of four separate components. On an annual basis, ESUs may participate in none, some or all of the Instructional Materials components. Due to the nature of this project ESUs may not elect to withdraw or amend their participation in any Instructional Materials Project mid-contract year after this Agreement has been approved.

- i. Instructional Materials: Media on Demand: Learn360 is the current provider for a statewide multimedia digital delivery service that also includes a free learning object repository (LOR) for the management and delivery of custom created or licensed content. This agreement with Infobase, owner of Learn360, can be renewed annually following an evaluation of services and usage data and the recommendations of the TLT Affiliate. Participating

ESUs will be charged a fee based on the actual contract cost. Each ESU will pay a fee based on a schedule equivalent to fifty percent of the Media on Demand contract divided equally among the participating ESUs and the remaining fifty percent of the contract divided based on participating Nebraska public schools' PK-12 enrollment after the cost for the non-public schools are calculated and deducted from the remaining fifty percent. The Media on Demand service may be made available to school districts in non-participating ESUs. The ESUCC will establish fees and invoice any participating districts in coordination with the non-participating ESU. The ESUCC will provide an estimate for budget purposes for each participating ESU. Amounts will be invoiced contingent upon the recommendation for renewal of the subscription and approval by the ESUCC board.

**The following is a cost summary of the Media on Demand project:**

Term Dates: September 1, 2019 - August 31, 2020

Fee: \$0.45 per student with statewide student count 199,999 or less  
\$0.40 per student with statewide student count over 200,000  
Total amount based upon student enrollment

A one-year subscription to select Infobase databases. ESUs may select one elementary/middle school and one middle/secondary database at no cost for one year. At the end of the one-year term, the databases are available for purchase through the ESUCC Marketplace at either \$0.33 or \$0.49 per student depending on the database. If Learn360 is renewed for the following term, two new databases may selected at no cost for one year. For 2020-21, Infobase will maintain this offer with a price increase of \$0.01 per student.

ESUs will be invoiced - October 2019

**(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)**

**Estimated Learn360 Costs for 2019-2020**

ESU	Public PK-12 Students	Nonpublic PK-12 Students	Estimated Cost Per ESU 50/50 Formula at \$0.45 per student
1	11,469	952	\$6,540
3	59,301		\$16,399
4	6,582	613	\$5,336
5	5,710	342	\$5,027
7	12,994	2,469	\$7,550
8	10,704	1,900	\$6,802
9	9,675	679	\$6,031
13	14,143	483	\$6,904
15	3,726	147	\$4,512
16	8,315	570	\$5,690
17	1,533	57	\$4,000
18	42,020		\$12,682
Totals	186,172	8,212	\$87,473

*Estimated cost for 2019-20 subscription based upon NDE Student Enrollment Report for 2018-19. Table above does not include those ESUs that have elected not to participate. ESU 3 student count does not include Millard Public Schools.*

- ii. Learning Object Repository (LOR): Through this service, ESUCC will coordinate a digital library that will enable educators from within participating ESUs to share, manage and use educational resources with a common metadata standard. Multiple platforms are available to access instructional materials that are aligned to academic standards. For ESUs participating in the Media on Demand project, Learn360 provides an LOR feature that houses previous media acquisitions (Nebraska Licensed Titles) in addition to the subscription resources. The ESUCC will also make the Nebraska OER hub available to all ESUs. The Nebraska OER hub offers statewide access to local and national open educational resources (OER). The OER hub is a customized branded landing page on OER Commons, a product of ISKME. Within the Nebraska OER hub, collaborative statewide efforts with and between the Nebraska Department of Education, the

ESUCC, school districts and educators are possible and provides the support to curate and create quality open educational resources that are aligned to Nebraska curriculum. Additionally, open educational resources are available through the National Repository of Online Courses (NROC). Other platforms may be considered as needs change.

Fees for software licensing, hosting, training or other associated project costs for services or products will be based on the vendor-provided schedule of fees. Participating ESUs will be invoiced for their share of the costs as they occur. There is no additional cost for Learn360's custom content repository feature. The annual service plan cost for the Nebraska OER hub is shared with the Nebraska Department of Education. ESUCC's share of the cost for the Nebraska OER hub is covered by the fee that supports the administration of statewide BlendEd Initiative. It is recommended that ESUs supporting the Learning Object Repository(LOR) also elect to participate in Special Projects.

**The following is a cost summary of the project:**

LOR	Per negotiated contract through ESUCC
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**(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)**

- iii. Instructional Materials: Special Projects. This project will support the state endorsed LOR platforms, curation and creation of educational resources, review and alignment of resources to the Nebraska State Standards and other indicators utilized by Nebraska schools, BlendEd projects, additional trainings, and the promotion of existing instructional materials. ESUCC staff will work in conjunction with relevant staff members from participating ESUs to identify assessed needs to further enhance education for all learners. It is recommended that all ESUs participating in the Learning Object Repository (LOR) elect to participate in Special Projects. The fee for Special Projects will not exceed is \$5,000 per ESU and will only be invoiced when an actual cost is incurred.

**The following is a cost summary of the project:**

Special Projects	\$5,000	<i>\$500 increase</i>
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**(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)**

- iv. Instructional Materials: Learning Object Acquisitions. This project will identify and acquire learning objects that will enhance education for all

learners in Nebraska schools. Project funds will be used to offset expenses related to curating, obtaining, implementing and promoting learning objects. ESUCC staff will work in conjunction with relevant staff members from participating ESUs to identify project needs. The fee for Learning Object Acquisitions will not exceed \$5,000 per ESU and will only be invoiced when actual cost is incurred.

**The following is a cost summary of the project:**

Learning Object Acquisitions	\$ 5,000	<i>no increase</i>
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**(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)**

- i. Federated Identity and Access Management: This initiative will provide participating users with a single sign-on framework, allowing the identity of a user to be verified and that identity to be used to provide access to all of the digital services offered by ESUCC and NDE.
  - i. Additional Fees/Costs (if any): The ESUCC and participating ESUs may amend this agreement to expand services based on planning efforts for content hosting, identity management infrastructure and related services. Any such fees/costs will be presented by the ESUCC Technology Committee for approval by the ESUCC board.

**(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)**

#### 4. Cooperative Purchasing Project

- j. Purpose of Cooperative Purchasing. The Cooperative Purchasing Project aggregates demand for certain items commonly purchased by school districts to get lower prices and more favorable terms from selected suppliers.
- k. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:
  - i. Combine statewide data relevant to cooperative purchasing in order to promote a valid basis upon which to solicit bids.
  - ii. Coordinate activities which are commensurate with updating and perpetuating proper specifications inherent within the bidding process.
  - iii. Prepare official bid documents and invite suppliers to bid in connection with supplies to be purchased by ESUCC and members.
  - iv. Prepare and cause to be published the official legal notices of the bid opening in connection with supplies to be purchased by ESUCC as required by applicable law or policy.
  - v. Conduct the public bid opening and resulting bid reviews in accordance with applicable Nebraska statutory “public lettings” provisions, if any, or ESUCC policy and practice, and be responsible for selecting bids based upon such provisions.
  - vi. Compile price lists and order sheets for each participating educational service unit and make such order lists and price sheets available through the Nebraska ESU Cooperative Purchasing Web Site or Marketplace.
  - vii. Provide technical support for ESUs and school districts in placing orders with suppliers through the Marketplace . Merchandise will be shipped as specified in bid terms and conditions
  - viii. Through the website, provide participating ESUs and school districts the capabilities to track items ordered, confirm receipt, check invoices and detect and report shortages.
  - ix. Retrieve order documents from the website and prepare aggregate orders to be sent to respective suppliers so that merchandise is shipped to each participating school/educational service unit.
  - x. Assist any participating school/educational service unit with problems related to the processing and delivery of orders from the suppliers.
  - xi. Participate in an annual audit of cooperative purchasing accounts and records conducted by a Certified Public Accountant.

**(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)**

**5. Special Education Project**

- a. Student Records System (SRS Project): SRS is an online special education record system designed to create all special education documents, required by Rule 51 and Rule 52, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides easy access to files via the internet. SRS training is provided across the state for district staff and college and university staff.
- b. Improving Learning for Children with Disabilities (ILCD Project): ILCD is a state self-assessment project that gathers information for federal reporting requirements. The ILCD Project utilizes parent, teacher and administration survey assessments. The survey results can be accessed via the ILCD Website. ESU staff provide technical assistance for the ILCD website and survey design.
- c. Project PARA: Project PARA is a web-based method for school districts to provide introductory training for their paraeducators. The Project assists schools in meeting the paraeducator training requirements. Project PARA is a collaborative effort between the University of Nebraska, the Nebraska Department of Education and Nebraska educational service units.
- d. Fees. Each Participating ESU will pay a fee of \$5,500 to fund the Special Education Project.
- e. Additional SRS Fee. School Districts that are members of one of the participating Parties to the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the following table.

<b>2019-2020</b>	<b>2020-2021</b>	<b>Tier</b>
\$166	\$174	<100
\$430	\$452	100-249
\$858	\$901	250-499
\$2,576	\$2,705	500-999
\$3,435	\$3,607	1000-1999
\$4,293	\$4,508	2000-3999
\$8,584	\$9,013	4000-17999

**The ESUCC will bill the ESU for the fees allocated to each of the ESU’s participating member school districts**

**The following is a cost summary of the project:**

Special Education Project	\$ 5500
Additional SRS Fees (Tier)	\$see chart above

*MSA Fees for 2018-2019: \$5500*

**(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)**

**6. Legislative and Governmental Relations Project**

- a. Purpose Legislative and Governmental Relations Project. The Legislative and Governmental Relations Project will assist member ESUs in strategically planning legislative initiatives that support the mission of the ESUCC and its member service units, tracking legislation that affects service units and state-wide educational efforts in the state, and influencing state lawmakers to support the vital work of the ESUCC, service units and public schools in the state of Nebraska.
  
- b. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:
  - i. Solicit input and direction on legislative and governmental relations issues from its members through the ESUCC legislative committee and in other forums;
  - ii. Direct employees of ESUCC to draft, support or oppose state legislation related to matters affecting education in the state of Nebraska;
  - iii. Contract with experts in the field of governmental relations to assist the ESUCC in legislative and governmental matters
  
- c. Fees. Each Participating ESU will pay a fee of to be determined by the ESUCC board upon approval of relevant expert contracts to fund the Legislative and Governmental Relations Project. In no event will the fee for participation exceed ESUCC’s actual costs.

**The following is a cost summary for this project.**

Govt. Relations (2019 & 2020)	\$ 1629.41
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**(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)**

## Summary of MSA Fees 2019-2020

Please check and initial the relevant boxes below indicating the Projects in which the Service Unit wishes to participate. (Please note all projects within the MSA are provided with a either (1) a specific charge, (2) no charge for the project, or (3) a required participation fee for all ESU's.)

**ESUPDO with the following costs for services: (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)**

Section 2	PD Annual Program Fees	\$ 4,239
Section 3	PD Participation Fees	\$ 20 per person/per day

**BlendEd Initiative/Projects Administrative Fee (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)**

	Project Administration	\$ 5,500
<input type="checkbox"/>	<b>BlendEd Projects/BlendEd</b>	\$ 0.00
<input type="checkbox"/>	<b>BlendEd Projects/Distance Education</b>	\$ 0.00
<input type="checkbox"/>	<b>BlendEd Projects/Media on Demand/Learn360</b>	
	Media On Demand	(see table on pg. 10)
<input type="checkbox"/>	<b>BlendEd Projects/Learning Object Repository</b>	
	LOR	Per negotiated contract
<input type="checkbox"/>	<b>BlendEd Projects/Instructional Materials: Learning Objects</b>	
	Learning Objects Acquisitions	\$ 5,000
<input type="checkbox"/>	<b>BlendEd Projects/Instructional Materials: Special Projects</b>	
	Special Projects	\$ 5,000
<input type="checkbox"/>	<b>Blended Projects/Identity Management</b>	\$ 0.00
<input type="checkbox"/>	<b>Coop Purchasing</b>	\$ 0.00
<input type="checkbox"/>	<b>SRS</b>	
	Special Education Project	\$ 5,500
	Additional SRS Fees (Tier)	(see table on pg. 16)
<input type="checkbox"/>	<b>Legislative and Governmental Relations</b>	
	Govt. Relations	\$ 1,629.41

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

FOR EDUCATIONAL SERVICE UNIT # \_\_\_\_:

I certify that I have checked the relevant boxes above indicating the Projects in which the Service Unit wishes to participate.

OR

I certify that the Service Unit Wishes to Participate in ALL of the above projects.

**FOR THE EDUCATIONAL SERVICE UNIT:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Title)

**FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

David Ludwig  
ESUCC Executive Director