

ESUCC

Technology Committee Meeting

Wednesday, February 4, 2015, 10:00 AM

Lincoln Public Schools 5905 O Street Lincoln, NE 68510 with DL sites: ESU No.1, 10, 6949
South 110th Street, LaVista, NE 68128

1. Call to Order

2. Roll call

3. Agenda Item

3.1. ESUCC Technology Plan

3.1.1. IllniCloud Presentation

3.1.2. One Page Talking Point Document

3.1.3. Vendor Management Update

3.1.3.1. LOR

3.1.3.2. LMS

3.1.4. LMS Committee Recommendation and Revenue

3.1.5. Recommended purchase of RAM for donated servers

3.1.6. Recommended purchase of LastPass for admin password management

3.1.7. Disaster Recovery/Business Continuity Planning

3.2. Master Service Agreement

3.2.1. PDO IMAT Budget Requests

3.2.2. NOC Budget Requests

3.2.3. BlendEd Budget Requests

3.2.4. TAG Budget Requests

3.3. Safari Contract Update

3.4. Network Nebraska request

3.5. Project Budget Goals

3.5.1. LMS Goals

3.5.2. IMAT Goals

3.6. Staff Reports

3.6.1. Rhonda Eis

3.6.2. Scott Isaacson

3.6.3. Gordon Roethemeyer

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}}

**Statewide Educational Technology Plan
January 2015**

12/16/2014 Drafters: Dave Ludwig, Bob Uhing, Mike Danahy, Jordan Clark, Ron Cone, Ben Anthony, Scott Isaacson

Purpose: (DRAFT) *To support the Nebraska BlendEd and Educational Data initiatives with a Cloud Learning Environment where applications and resources are easy to access and work seamlessly together by securely sharing data.*

To provide statewide leadership and resources for the Nebraska BlendEd and Educational Data initiatives with a Cloud Learning Environment where applications and content are easy to access and work seamlessly together through securely sharing data.

	Project Deliverables	Progress Updates	Person(s) Responsible	Completion Date
Cloud Learning Environment				
MOU	Submit draft to Karen Haase for legal review; IlliniCloud is OK with draft Review with ESUCC Technology Committee ESUCC Presentation/Demo ESUCC Board Approval			12-18-14 1-7-15 4-8-15 2-5-2015 February 5, 2015
Single Sign On (Identity Management)	Implement multi-tenant IdP for pilot districts & ESUs, using local districts' existing directories/authentication mechanisms Full statewide implementation			2-15-2015 January 2016 ???
K-12 Federation	Ability to federate with other states and outside vendors Key components developed with Scott, Mike, Jordan, Ben, Ron			January 2016 ???
Student Privacy	COSN data privacy toolkit. Join COSN. Include within the 15-16 MSA. Call for statewide quote for membership within the 2015-16 MSA (Ludwig)			March 2015 January February 2015
Statewide Support Model	Cooperation with the development of the Cloud. Data Dashboard support will enhance this approach. Additional FTE or restructured FTE to be determined.			In development with statewide efforts. March 2015

Statewide Data Centers (ESU 2 and 10 +) Statewide Infrastructure/Backup/Redundancy	ESU 3 may be difficult to consider due in part to their partial membership with Network NE. An RFP is in place for possible full-bandwidth membership. Consideration to be provided for ESU 18 and 19 - investigate willingness to participate and connectivity to Network NE..... Design initial OpenStack environment OpenStack test environment live in 2 data centers..... Production OpenStack environment live in 2 data centers Addition of 3rd data center to production environment			3-2015 1-2015 1-2015 2-15-2015 6-1-2015 late 2015
Security Plan	CISSP Notebook. The Technology Team of 5 technicians to manage in sections statewide. Determine certification for CISSP of staff statewide. NITC is currently working on security issues.			Ongoing
Vendor Management	Scott Isaacson and Dean Folkers are attending a conference January 13/14, 2015. Active ESUCC engagement process of Vendor Management to be developed.			January 2015 February 2015 with the Executive Committee
ICE Conference - Feb 24-26	The Four Technicians will attend.			February 2015
Production Demonstrator (June ???)	Necessary for grant funding sources			June 2015
Portal System	Install uPortal with IlliniCloud extensions for pilot districts & ESUs			2-15-2015
Cost Analysis -	Develop a cost analysis for the statewide projects related to the Illini Cloud project. (Data center space, hardware, network connectivity, software licenses, staffing)			February 2015
Branding/Marketing	Five Technicians develop a one-page talking document for ESU Administrators, affiliates, NDE, and School Districts			1-7-15
Data Dashboard				
Student Information Systems - Vendor Management				

Power School (Statewide Model)	Discuss within the ESUCC Technology Meeting on 12-19-14. Target PowerSchool hosting integration into NE Cloud (future)			12-19-14 Summer 2016
Infinite Campus				
School Master				
SIMS (ESU 3)				
Go Edustar				
???				
Nebraska Repository for Online Blended Learning				
	Blended Learning Graphic (PDF) Closing the Gap: Turning SIS/LMS Data into Action Report (PDF) Financial support TBD by the legislature -			Ongoing
Learning Object Repository				
	Still in implementation stage, ongoing work and negotiations			2015 - 2016
Safari Contract Negotiations	Complete basic 2014-15 support agreement Determine needs and negotiate 2-year agreement for 2015-2017			12-31-2014 3-31-2015
Safari Implementation	Connect to SSO federation, CAS, LDAP or local accounts Google authentication			3-31-2015 TBD
Content to fill LOR? added by Ron	resources and/or statewide subscription service(s) [videos, ebooks, etc.]		IMAT	
Learning Management System				
	Canvas; Schoology; Blackboard; Moodle will determine statewide support			March 2015

Items for discussion:

- Long-range plan (long-term purpose and sustainability)
- Cost-sharing plan
- Statewide purchase protocol
- Identification of resources/needs protocol (personnel & product)
- Administrative password management & coordination (LastPass)
- LOR content
- Skills inventory, staffing needs

Learning Object Repository/Registry Project

January 19, 2015

Overall Purpose

- Provide an easy way to develop, tag and store content within the system
- Content is available to all school districts and ESUs within the state of Nebraska
- Content is cataloged using standard metadata (LRMI) and is easily searchable
- Negotiations focused on a 2-year contract from September 1, 2015 through August 31, 2017. Rights to content stored in the Nebraska repository remain those of the original holders following any termination of service.
- Vendor's source code to be placed in escrow during the term of the agreement and released to the ESUCC upon sale or dissolution of the vendor if during the contract term.

Common Features	<ul style="list-style-type: none"> • Supports federation as a SAML (Security Assertion Markup Language) SP (Service provider) in the Nebraska federated single sign-on system. User accounts are automatically provisioned and configured based on SAML assertion data. • Tracks usage history statewide by provider/source, item and individual user
Repository	<ul style="list-style-type: none"> • Hosts content • Streams content • Light, universal, high-quality player (think YouTube) – <i>content plays on all devices (iPads, ChromeBook, Android, Windows, MacOS) – minimal or no player updates</i> • Provides access control for users & groups for rights compliance • Appearance of a seamless, statewide system – easy access regardless where the item is stored • Allows users to easily upload, tag & share their own content • <i>(User rating system)</i> • <i>Official Safari description – Safari Montage, WAN Manager, Managed Home Access</i>
Registry	<ul style="list-style-type: none"> • A searchable index of all available objects & resources, local, statewide, subscriptions and open educational resources (OER) • Extensive criteria for advanced searching (LRMI – Learning Resource Metadata Initiative) • Receives and indexes metadata (LRMI standard) from other repositories and diverse sources (NROC National Repository of Online Courses, Learn360, Safari, WorldBook, OER, LearningRegistry, ...) • Presents results based on user's context - shows what is actually available to the logged in user • <i>Official Safari description - LORExchange</i>
Content Subscription	<ul style="list-style-type: none"> • Content resources provided on a subscription basis to the ESUCC for use by school districts and ESUs
Proxy	<ul style="list-style-type: none"> • Provides enhanced access control to content on repositories

	<p>of mixed quality (such as YouTube before YouTube for Schools)</p> <ul style="list-style-type: none">• Useful where educators would pre-select content for students• Links in the registry index point to the proxy so they are played through it, rather than direct access to the resource, which may be blocked by web content filtering
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Security	<ul style="list-style-type: none">• Describe security features incorporated in the product(s)• Describe your information security plan, including security quality assurance testing, monitoring and response procedures• List all products, including embedded products, in the proposal and their corresponding owning company
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Learning Management System Support

January 19, 2015

Overall Purpose and Contract Terms

- Provide a selection of Learning Management systems for Nebraska school districts and ESUs, all of which are easy to adopt, include quality professional development opportunities with 24 x 7 user support. *Guaranteed uptime, software updates are scheduled at mutually agreeable time.*
- Negotiations focused on a 1-year contract from June 1, 2015 through August 31, 2016, with potential negotiated contracts continuing from September 1 through August 31 each year. *(Contract renewable annually, with at most __% price increase?)*
- Consideration for contract terms will be provided for districts implementing a initial LMS or in transition to a different LMS, with ample time provided for course development and system training.
- Rights to content stored in the Nebraska LMS remain those of the original holders following any termination of service.
- Vendor's source code to be placed in escrow during the term of the agreement and released to the ESUCC upon sale or dissolution of the vendor if during the contract term.

Infrastructure & Interoperability	<ul style="list-style-type: none"> • Stable, reliable, redundant, and cost-efficient • Fits into current and future network and technology environments • Support for course and content interoperability among systems through IMS Global and other standards such as: <ul style="list-style-type: none"> ○ Common Cartridge course formatting, ○ Learning Tools Interoperability (LTI), ○ Question and Test Interoperability (QTI), ○ Sharable Content Object Reference Model (SCORM) • Imports courses exported from other LMSs • Imports National Repository of Online Courses (NROC) files
Universal Access & Full Environment Support System	<ul style="list-style-type: none"> • Anytime, anywhere, any-device access - PCs, tablets, smart phones, • No plug-ins required • Support for in-school use as well as on-line and asynchronous learning uses • Tools for course development, teaching, and learning • Support for master courses & course sections without duplication • Synchronous collaboration tools such as whiteboard, interactive documents, and polling • Ability to house a range of interactive content (textual, multimedia, kinesthetic apps, and laboratory simulations), including audio and visual support for students with learning disabilities and ELL students • ESUs participating in a community of support
Security	<ul style="list-style-type: none"> • Supports federation as a SAML (Security Assertion Markup

	<p>Language) SP (Service provider) in the Nebraska federated single sign-on system. User accounts are automatically provisioned and configured based on SAML assertion data.</p> <ul style="list-style-type: none"> ● Describe security features incorporated in the product ● Describe your information security plan, including security quality assurance testing, monitoring and response procedures ● List all products, including embedded products, in the proposal and their corresponding owning company ● <i>FERPA & HIPAA compliance</i>
Data Analytics	<ul style="list-style-type: none"> ● Synchronization of roster information, assessment and grade book entries with student information systems ● Standards-aligned testing, assessment rubrics, and mastery tracking ● Tracks usage history by individual user

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UNITED STATES

Dear SCOTT ISAACSON,

This email contains your quote summary. Should you have any additional questions or wish to complete your order, please feel free to call us at Phone: 1-(866) 310-1983. Please refer to quote number 3348688 when contacting us for assistance.

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SHARON GARNER
Phone:(866) 310-1983
Sharon.Garner@tigerdirect.com
TigerDirect
Business To Business

Sku	Manuf Part No	Sku Description	Unit Price	Qty	Total
	AM667D2DFB 5/4GKIT	ADDON-MEMORY UPGRADES-DDR2- 4 GB : 2 X 2 GB-FB-DIMM 240-PIN- 667 MHZ / PC2-5300-FULLY BUFFERED-ECC- AM667D2DFB5/4GKIT	28.99	272	7,885.28

Shipping Method : UPS - UPS GROUND

Note :

Purchase order:	
Item Total:	7,885.28
Estimated Freight:	38.35
Tax:	0.00
<hr/>	
*Extended Price:	7,923.63

Alternates

Sku	Manuf Part No	Sku Description	Unit Price
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SKU	Manuf Part No	SKU Description	Unit Price
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Notes

Ask your agent about installation. We now offer expert hardware and software deployment services. No job is too big for us to handle from a simple small network to an enterprise level rollout.

Thank you for the opportunity to provide you with the pricing and information above.

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- This offer shall be valid until the quote expiration date. Because of market volatility, memory & CPU pricing are only valid for 48 hours, unless otherwise stated on this quote.
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**2015-16 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 _____, 2015 ("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:

Article I. General Provisions

Section 1. 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 2015-16 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESUCC's Projects.

Section 2. 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. 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.

Section 3. Term. The term of this Agreement shall be one (1) year, commencing on August 1, 2015 and ending on July 31, 2016.

Section 4. 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.

Section 5. 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.

Section 6. 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.

Section 7. 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.

Section 8. 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.

Section 9. Indemnification. Each Party shall indemnify, defend and hold the other and its officers, members, employees and agents, harmless from any and all claims, causes of action, fines, penalties, damages, liabilities, judgments and expenses (including reasonable legal and other professional fees) incurred in connection with or arising from (1) the operation of any of the Projects referred to herein, (2) any violation or failure to comply with any federal, state or local law, ordinance or regulation by one of the parties, its employees or other agents or (3) any breach, violation or nonperformance of any provision of this Agreement.

ALTERNATIVE INDEMNIFICATION: 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.

ALTERNATIVE NUMBER 3: DELETE THIS PROVISION ALTOGETHER.

Section 10. 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.

Section 11. 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

Section 12. 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.

Section 13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

Section 14. 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.

Section 15. 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.

Article II. Professional Development Project (ESUPDO Project)

Section 1. Purpose of Professional Development Projects. The ESUCC, in collaboration with participating ESU staff assembled as the ESU Professional Development Organization (ESUPDO), PDO Affiliate Groups, and PDO Leadership Committee, may develop an annual program of professional development offerings. ESUs participating in the Professional Development Project will collaborate 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. Such opportunities may be developed by the ESUPDO affiliate groups and/or Leadership Committee. The ESUCC may also develop special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities.

Section 2. ESUPDO Annual Program Fees. Each ESU that participates in the Professional Development Project will contribute \$2,000 to partially fund the activities of the Professional Development Annual Program.

Section 3. Fees for Participation in Specific Professional Development Activities. ESUPDO 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.

The ESU wishes to participate in the 2015-16 ESUPDO program with the following costs for services:

Section 2	PD Annual Program Fees	\$4,540
Section 3	PD Participation Fees	\$20 per person per day

**Article III. Northwest Evaluation Association Certified Trainer Consortium Project
(NWEA Consortium Project)**

Section 1. Purpose of the NWEA Consortium Project. The ESUCC is facilitating a Northwest Evaluation Association Certified Trainer Consortium. Participation in the NWEA Consortium includes the opportunity to train ESU staff or sponsor the training of school district staff or local consultants.

Section 2. Term of Consortium Participation. Participating ESUs must commit to a three year term, beginning with the 2015-16 year and for each of the two subsequent school years.

Section 3. Annual Fees. The annual fee for 2015-16 is \$_____ per ESU and will be \$_____ per ESU for the 2013-14 and 2014-15 years.

Section 4. Additional Fees. In addition to the annual fee set out above, NWEA will charge additional fees per person for specific trainings. The ESUCC will bill these fees as they are incurred according to the agreement with NWEA and participating ESUs will be responsible for these additional training costs.

~~Section 5. Agreement with NWEA. In addition to being bound by this agreement, each participating ESU agrees to comply with and be fully bound by any additional agreements between ESUCC and NWEA.~~

The ESU wishes to participate in the 2015-16 NWEA Certified Trainer Consortium with the following costs for services:

Section 3 NWEA Annual Fees \$ per ESU

**Article IV. BlendEd Initiative and Projects:
Encompassing Distance Education, Instructional Materials,
and Learning Management Systems (my eLearning/ANGEL) Projects**

Section 1. 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 education 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.

Section 2. Fees. The ESUCC shall charge 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.

Section 3. 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 Distance Education Director with suggestions and input on technical and other matters related to distance education, learning management systems, or instructional materials, within the State of Nebraska. The ESUCC Executive Director and Distance Education Director may also form ad hoc committees from time to time to address matters relevant to the BlendEd Initiative.

Section 4. Projects and Services. The BlendEd Initiative will strive 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. 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.

Section 5. Specific Systems.

- (a) Distance Education Scheduling & Brokering: Currently provided through Renovo and the Nebraska Virtual Instruction Source
- (b) Learning Management System Administration: Hosting of ANGEL /Blackboard and parallel services

- (c) Media on Demand (IMAT): Learn360 is provided as a statewide subscription media service and also will host "Nebraska Titles" purchased by the ESUCC through the Instructional Materials (IMAT) project
- (d) Local Content Hosting Planning: This service is still in development but will eventually provide a learning object repository and compliment subscription media. The initiative effort will work with ESUPDO affiliate groups including I-Mat and NOC to develop plan for implementation. Any such plan will be presented to the ESUCC for further consideration.
- (e) Lightweight Directory Access Protocol / LDAP Planning: This service is still in development and planning stages among the ESUPDO/NOC affiliate group but will provide a framework for directory authentication into digital services. The initiative effort will work with ESUPDO/NOC and others as necessary to develop plan for implementation. Any such plans will be presented to the ESUCC for further consideration.

Section 6. Fees

(a) Distance Education/Renovo Hosting Fees: The ESUCC may bill participating Network Nebraska members (school districts and ESUs) for fees associated with hosting Renovo. These fees are based fees charged by the State Chief Information Officer's office to host and support servers. Fees are based on the actual cost to ESUCC divided by the number of participants.

(b) Additional Learning Management System Fee. The ESU's member school districts will be charged a fee for their participation in BlendEd. ESUCC will provide those participating school districts with a separate contract and invoice to confirm the terms of participation.

(c) Media Acquisition, Special Projects, & Administration (IMAT): Each participating ESU will be charged a fee to fund the ESUCC administrative cost of the media portion of the BlendEd Initiative. Additionally, each participating ESU should budget for Media acquisition and special projects (includes the former Spring Buy process). Administration fees provide part-time staffing for the media services. Media acquisition and special projects. Projected fees are as follows: Administration - \$3,200; Media Acquisition - \$5,000; Special projects \$4,500. Actual fees will not exceed these amounts and will be based on actual costs incurred.

The ESU wishes to participate in Media Acquisition, Special Projects, & Administration (IMAT) with the following costs for services:

Section 6(c)	Administration	\$3,200
	Media Acquisition	\$5,000
	Special Projects	\$4,500

(d) Media on Demand/Learn360: 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 Learn360 contract divided equally among the participating ESUs and the remainder fifty percent of the contract divided based on participating public school enrollment. Media on Demand/Learn360 may be made available directly to school districts in non-participating ESUs and the ESUCC will establish fees and invoice any such participating districts. The ESUCC will provide an estimate for budget purposes for each participating ESU.

The ESU wishes to participate in ((d) Media on Demand/Learn360 with the following costs for services:

Section 6(d)	Media on Demand/Learn 360	TBD from actual contract Cost
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(e) Additional Fees/Costs (if any): The ESUCC and participating ESUs may amend this agreement to expand services based on planning efforts for content hosting and LDAP. Any such fees/costs will be presented as part of plans for approval by the ESUCC board.

Section 7. Conditions of Participation.

- (a) 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 one of its member school districts.~~
- (b) 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.

The ESU wishes to participate in BlendEd

The ESU wishes ESUCC to:

- Bill the ESU for the fees allocated to each of the ESU’s participating member school districts**
- Bill each of its participating member school districts directly for their participation in BlendEd**

Article V. Cooperative Purchasing Project

Section 1. Purpose of Cooperative Purchasing. The Cooperative Purchasing Project aggregates demand for certain items commonly purchased by school districts to get lower prices from selected suppliers.

Section 2. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:

- (a) Combine statewide data relevant to cooperative purchasing in order to promulgate a valid basis upon which to solicit bids.
- (b) Coordinate activities which are commensurate with updating and perpetuating proper specifications inherent within the bidding process.
- (c) Prepare official bid documents and invite suppliers to bid via Internet, in connection with supplies to be purchased by ESUCC.
- (d) Prepare and cause to be published the official legal notices of the bid opening in connection with supplies to be purchased by ESUCC.
- (e) 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.
- (f) 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.
- (g) Retrieve order documents from the Web Site and prepare official purchase orders to be sent to respective suppliers so that merchandise is shipped to each participating educational service unit.
- (h) Provide each educational service unit with reports which they will fill out to reflect their items received, or shortages.
- (i) Invoice each educational service unit for the merchandise received.
- (j) Check invoices against orders and pay all outstanding bills.
- (k) Assist any participating educational service unit with problems related to the processing and delivery of orders from the suppliers.
- (l) Participate in an annual audit of cooperative purchasing accounts and records conducted by a Certified Public Accountant.

Section 3. Invoicing and Payment. ~~The ESU shall remit payments for merchandise ordered through the Cooperative Purchasing Project to ESUCC's Coop according to the following schedule:~~

- (a) ~~50% of the total cost of merchandise purchased in the general buy shall be paid on or before August 1, 2015 with the remaining 50% paid on or before September 15, 2015.~~
- (b) ~~The cost of all merchandise received after August 1, 2015 shall be paid within 45 days from the date the merchandise is received.~~
- (c) ~~The ESU also agrees to pay ESUCC a 1.5% per-month penalty on all amounts not paid according to the above schedule.~~

~~Section 4. Reimbursement of Certain Administrative Costs. ESUCC will reimburse each participating ESU for certain unit-based administrative costs based on a formula to be determined by the ESUCC during the 2015-16 school year.~~

Section 5. Any penalties assessed against any participating companies for late deliveries or for any default by any company shall be credited to the accounts of the individual service units and said penalties, if any, shall be the responsibility of the Cooperative Purchasing Project to collect.

The ESU wishes to participate in Coop Purchasing.

The ESU wishes ESUCC to:

- Bill the ESU for the fees allocated to each of the ESU's participating member school districts**
- Bill each of its participating member school districts directly for their participation in Coop Purchasing.**

Article VI. Improving Learning for Children with Disabilities (ILCD Project)

Section 1. Purpose of the 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. The ESU's technology role includes purchasing, distributing and scanning surveys. ESU staff provide technical assistance for the ILCD website and survey design.

Section 2. Fees. The ESU will contribute **\$5,000** annually to participate in the ILCD Project.

The ESU wishes to participate in ILCD with the following costs for services:

Section 2	ILCD Project	\$5,000
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Article VII. Project PARA

Section 1. 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 of No Child Left Behind, Rule 11 and IDEA. Project PARA is a collaborative effort between the University of Nebraska, the Nebraska Department of Education and Nebraska educational service units.

Section 2. Fees. Each school district that sends paraeducators for additional training pursuant to Project PARA will pay a per employee fee for that training.

The ESU wishes to participate in Project Para.

The ESU wishes ESUCC to:

- Bill the ESU for the fees allocated to each of the ESU's participating member school districts**
- Bill each of its participating member school districts directly for their participation in Project Para.**

Article VIII. Student Records System (SRS Project)

Section 1. Student Records System (SRS): SRS is an online special education record keeping system. It creates all special education documents required by Rule 51, 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 from anywhere via the internet. SRS training is provided across the state for district staff and college and university staff.

Section 2. 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.

The ESU wishes to participate in SRS.

The ESU wishes ESUCC to:

Bill the ESU for the fees allocated to each of the ESU's participating member school districts

Bill each of its participating member school districts directly for their participation in SRS.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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 indicate 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.

The ESU wishes ESUCC to:

Bill the ESU for the fees allocated to each of the ESU's participating member school districts

Bill each of its participating member school districts directly for their participation in each of the projects the ESUCC offers.

FOR THE EDUCATIONAL SERVICE UNIT:

(signature)

(date)

(printed name)

Chief Administrator, Educational Service Unit No. ____

FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:

(signature)

(date)

David Ludwig, ESUCC Executive Director



PDO Training Form

Contact Person/Affiliate Chair: Mary Reiman
Affiliate: IMAT committee
Email: mreiman@lps.org
Phone: 402-436-1627

Contractor/Company: Meetings
Presenter:
Email:
Phone:
Address: City, State, Zip:
Point of Contact:

Workshop Title: IMAT meetings
Date of Workshop:
IMAT/Preview & IMAT Meetings - Sept 3 - 4
January 28
March 17

Projected cost of workshop (include presenter fees, materials, expenses, etc):
Onsite registration - meals, materials, etc 3 meetings/25 people @ \$20.00 = \$1500

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

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 Training Form

Contact Person/Affiliate Chair: Mary Reiman

Affiliate: IMAT committee

Email: mreiman@lps.org

Phone: 402-436-1627

Contractor/Company: 2015-16 NAMTC Membership for IMAT committee \$175

Presenter:

Email:

Phone:

Address: City, State, Zip:

Point of Contact:

Workshop Title:

Date of Workshop:

Projected cost of workshop (include presenter fees, materials, expenses, etc):

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

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:

ESUPDO NOC Budget Request 2015-16

ESU Funded Expenses Self-Supporting Expenses Per-Attendee Expenses

NOC O'Reilly Bookshelf	\$5,640	Safari books Online
NOC Business Meetings		\$1,550 Food/Meetings
NOC Network Security/Admin	\$21,000	Up to \$3000/ 7 trainings or \$21000 for a group training

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into and made effective this 16th day of December, 2014 by and between Library Video Company d/b/a SAFARI Montage, a Pennsylvania corporation, with a principal place of business at Five Tower Bridge, Suite 700, 300 Barr Harbor Drive, West Conshohocken, PA 19428 ("SAFARI Montage") and Nebraska Educational Service Unit Coordinating Council, 6949 South 110th Street, LaVista, Nebraska 68128 ("ESUCC").

WHEREAS, ESUCC desires to continue through August 31, 2015 the SAFARI Montage services initiated on May 28, 2013;

WHEREAS, during the period commencing on the date of this Agreement and ending on August 31, 2015 (the "Bridge Period"), ESUCC desires to continue to receive, and SAFARI Montage agrees to continue to provide, certain services as set forth in this Agreement during such period (the "Bridge Services");

WHEREAS, the parties acknowledge that the services to be provided during the Bridge Period do not adequately cover all of the future needs of ESUCC;

WHEREAS, both parties acknowledge that there were various misunderstandings on what services were to be provided by SAFARI Montage prior to the date hereof, but that in the interest of a continued partnership, the parties have determined not to pursue further investigation into any such misunderstandings and are releasing each other for any claims surrounding such services; and,

WHEREAS, both parties desire to delineate a scope of work for additional SAFARI Montage products and services, which products and services will need to be ready for implementation on September 1, 2015, and in order to meet this implementation date, the parties shall, upon execution of this Agreement, commence discussions, planning testing and contracting in connection with such scope of work.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

1) Services:

- a) ESUCC desires SAFARI Montage to continue to provide, and SAFARI Montage agrees to continue to provide, the following Bridge Services during the Bridge Period:
 - i) ESUCC will remain on SAFARI Montage Version 5;
 - ii) SAFARI Montage Managed Home Access service will continue to be provided by SAFARI Montage through each ESU throughout the State of Nebraska;
 - iii) SAFARI Montage CreationStation annual license enabling all ESU personnel to be able to upload content to their SAFARI Montage servers will continue for all existing servers;
 - iv) SAFARI Montage Multi-Format Auto-Converter software license will continue for all existing servers; and,
 - v) The "free" Additional Core Content Digital Resources Packages will continue to be maintained on the SAFARI Montage system, but no additional content will be added during the Bridge Period.

- 2) Acknowledgements and Agreements: The parties each acknowledge and agree as follows:
- a) During the Bridge Period, that SAFARI Montage will offer ESUs and Nebraska school districts the ability to purchase the following: an upgrade to Version 6, Learning Object Repository, Interoperability Support Services, Content Package subscriptions, Digital Learning Platform, IPTV, Professional Development or any other products and/or services provided by SAFARI Montage.
 - b) That SAFARI Montage specifically makes no representations or warranties regarding the continued functionality of the SAFARI Montage EdCaster product feature. The EdCaster feature officially reached end-of-life and any associated support has ended. Although there is a high likelihood that the feature will continue to function in the same manner as it has during the past one and one-half years in that EdCaster will support uploading one object at a time, but not in bulk, no representations or warranties are being made regarding this product. By uploading one object at a time, the most frequent issue of over-taxing the various queues should be alleviated and the requisite support should drop by approximately ninety percent (90%). During the Bridge Period, ESUCC can attempt to use the SAFARI Montage EdCaster feature by adding objects one at a time, which should work in all ESU environments that have adequate bandwidth connections. In the event that some ESUs decide to upgrade to SAFARI Montage Version 6.0, EdCaster will continue to be interoperable with Version 5 servers.
 - c) That SAFARI Montage had previously quoted and delivered to ESUCC hardware and software products for the entire State of Nebraska when SAFARI Montage services were initiated on May 28, 2013 but that there remains an outstanding balance of Twenty-Two Thousand Three Hundred and Fifty-Nine Dollars (\$22,359) owed by ESUCC for such products and services (the "Outstanding Balance") for which ESUCC no longer has a budget. ESUCC acknowledges and agrees that should the parties delineate a scope of work for SAFARI Montage to provide services to ESUCC after the Bridge Period, then the Outstanding Balance will be added to cost of the services for such scope of work and paid to SAFARI Montage at that time. Nothing in the foregoing shall be construed to limit SAFARI Montage's rights and remedies with respect to the Outstanding Balance.
 - d) That all SAFARI Montage hardware and software are now out of warranty and that any required service and/or labor for such products will be billed on a time and materials basis as needed. ESUCC will advise SAFARI Montage if such expenses will be billed to ESUCC or to each ESU.
 - e) That SAFARI Montage Interoperability Support Services are not being provided by SAFARI Montage and are not in any way covered under this Agreement.
 - f) That any required technical support service needs will be directed to SAFARI Montage tech support lines and will not cover issues with EdCaster queues or environments that do not have adequate bandwidth to support the system. ESUCC may contact SAFARI Montage's Team Lead, Systems Solutions, as needed, but there will no longer be weekly project calls.
 - g) That each party agrees to work together in good faith during January and February, 2015 to delineate a statement of work for additional products and services for ESUCC statewide network so that: (i) a Quote can be issued by SAFARI Montage to ESUCC and the ESUs for such product and services, (ii) an agreement can be drafted and signed, (iii) a Purchase Order can be issued for such products and services on or before March, 2015, and (iv) the Nebraska Learning Object Repository Exchange development services can be commenced by SAFARI Montage on or before March, 2015. The working assumption is that the existing SAFARI Montage LOR Exchange can be customized to meet ESUCC's needs.

- 3) Term: The term of this Agreement shall commence on the date hereof and end on August 31, 2015.
- 4) Payment: In consideration of the Bridge Services being provided under this Agreement and the covenants contained herein, ESUCC will issue a Purchase Order to SAFARI Montage for Fifty-Seven Thousand Two Hundred Dollars (\$57,200) to be paid by ESUCC by December 23, 2014.
- 5) Release: Except for the payment of the Outstanding Balance (for which SAFARI Montage does not release or discharge ESUCC until such amount is paid to SAFARI Montage), the parties hereby release and forever discharge each other, and each of their past and present predecessors, successors, affiliates, subsidiaries, parents, insurers, officers, directors, employees, heirs, assigns, agents, and attorneys from any and all known and unknown claims, disputes, demands, debts, liabilities, obligations, contracts, agreements, causes of action, suits, attorneys' fees and/or costs, of whatever nature, character or description, which the parties had, now have, or may have related to any matters which arise out of or relate to any events occurring or actions taken prior to the date of this Agreement. The parties' execution of this Agreement is not an admission of any liability, fault or responsibility on the part of any released party. The foregoing mutual release of claims made pursuant to this Agreement is regarded by the parties hereto as intended to avoid the expense, inconvenience and uncertainty of litigation. This paragraph 5 shall survive the expiration or termination of this Agreement.

6) Miscellaneous:

- a) *Notice*: All notices and payments contemplated or required under this Agreement shall be in writing and delivered by hand, by certified or registered mail, return receipt requested, or by overnight courier services as follows:

If to SAFARI Montage: Library Video Company d/b/a SAFARI Montage
Five Tower Bridge
300 Barr Harbor Drive, Suite 700
West Conshohocken, PA 19428
Attn: Andrew Schlessinger, Founder & CEO

With a copy to: Library Video Company d/b/a SAFARI Montage
Five Tower Bridge
300 Barr Harbor Drive, Suite 700
West Conshohocken, PA 19428
Attn: General Counsel

If to ESUCC: Nebraska Educational Service Unit Coordinating Council
6949 South 110th Street,
LaVista, Nebraska 68128
Attn: [Name, Title]

Notice may be given to any other address as a party designates by notice to the other party in accordance with this paragraph 6(a). Notice shall be deemed received on the date received via the U.S. mail or other courier.

- b) *Waiver*: No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to a written document signed by the party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. Failure to enforce any rights hereunder shall not constitute a waiver of those or any other rights.
- c) *Entire Agreement*: This Agreement constitutes the entire understanding of the parties relating to the subject matter hereof and supersedes any and all other agreements, written or oral, that the parties may have had with respect to the subject matter hereof. Except as expressly provided herein, this Agreement may not be amended, modified or waived, in whole or in part, except by a writing signed by both parties.
- d) *Severability*: In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.
- e) *Cumulative Rights and Remedies*: All rights and remedies contained in this Agreement shall be cumulative and none of them shall be in limitation of any other right or remedy of either party at law or in equity.
- f) *Headings*: The headings set forth in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.
- g) *Choice of Law and Jurisdiction*: This Agreement shall be governed by, construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws principles. SAFARI Montage and ESUCC consent to the exclusive jurisdiction of the state courts of Montgomery County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania in all disputes and matters arising under this Agreement.
- h) *Counterparts*: This Agreement may be executed in any number of counterparts, (including, without limitation, in PDF counterparts), and each executed counterpart shall have the same force and effect as an original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Nebraska Educational Service Unit
Coordinating Council

Library Video Company d/b/a SAFARI
Montage

By: _____

By: _____

Title: _____

Title: General Counsel

Date: December __, 2014

Date: December __, 2014

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into and made effective this 12 day of January, 2015 by and between Library Video Company d/b/a SAFARI Montage, a Pennsylvania corporation, with a principal place of business at Five Tower Bridge, Suite 700, 300 Barr Harbor Drive, West Conshohocken, PA 19428 ("SAFARI Montage") and Nebraska Educational Service Unit Coordinating Council, 6949 South 110th Street, LaVista, Nebraska 68128 ("ESUCC").

WHEREAS, ESUCC desires to continue through August 31, 2015 the SAFARI Montage services initiated on May 28, 2013;

WHEREAS, during the period commencing on the date of this Agreement and ending on August 31, 2015 (the "Bridge Period"), ESUCC desires to continue to receive, and SAFARI Montage agrees to continue to provide, certain services as set forth in this Agreement during such period (the "Bridge Services");

WHEREAS, the parties acknowledge that the services to be provided during the Bridge Period do not adequately cover all of the future needs of ESUCC;

WHEREAS, both parties acknowledge that there were various misunderstandings on what services were to be provided by SAFARI Montage prior to the date hereof, but that in the interest of a continued partnership, the parties have determined not to pursue further investigation into any such misunderstandings and are releasing each other for any claims surrounding such services; and,

WHEREAS, both parties desire to delineate a scope of work for additional SAFARI Montage products and services, which products and services will need to be ready for implementation on September 1, 2015, and in order to meet this implementation date, the parties shall, upon execution of this Agreement, commence discussions, planning testing and contracting in connection with such scope of work.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

1) Services:

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- a) During the Bridge Period, that SAFARI Montage will offer ESUs and Nebraska school districts the ability to purchase the following: an upgrade to Version 6, Learning Object Repository, Interoperability Support Services, Content Package subscriptions, Digital Learning Platform, IPTV, Professional Development or any other products and/or services provided by SAFARI Montage.
 - b) That SAFARI Montage specifically makes no representations or warranties regarding the continued functionality of the SAFARI Montage EdCaster product feature. The EdCaster feature officially reached end-of-life and any associated support has ended. Although there is a high likelihood that the feature will continue to function in the same manner as it has during the past one and one-half years in that EdCaster will support uploading one object at a time, but not in bulk, no representations or warranties are being made regarding this product. By uploading one object at a time, the most frequent issue of over-taxing the various queues should be alleviated and the requisite support should drop by approximately ninety percent (90%). During the Bridge Period, ESUCC can attempt to use the SAFARI Montage EdCaster feature by adding objects one at a time, which should work in all ESU environments that have adequate bandwidth connections. In the event that some ESUs decide to upgrade to SAFARI Montage Version 6.0, EdCaster will continue to be interoperable with Version 5 servers.
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 - d) That all SAFARI Montage hardware and software are now out of warranty and that any required service and/or labor for such products will be billed on a time and materials basis as needed. ESUCC will advise SAFARI Montage if such expenses will be billed to ESUCC or to each ESU.
 - e) That SAFARI Montage Interoperability Support Services are not being provided by SAFARI Montage and are not in any way covered under this Agreement.
 - f) That any required technical support service needs will be directed to SAFARI Montage tech support lines and will not cover issues with EdCaster queues or environments that do not have adequate bandwidth to support the system. ESUCC may contact SAFARI Montage's Team Lead, Systems Solutions, as needed, but there will no longer be weekly project calls.
 - g) That each party agrees to work together in good faith during January and February, 2015 to delineate a statement of work for additional products and services for ESUCC statewide network so that: (i) a Quote can be issued by SAFARI Montage to ESUCC and the ESUs for such product and services, (ii) an agreement can be drafted and signed, (iii) a Purchase Order can be issued for such products and services on or before March 16, 2015, and (iv) the Nebraska Learning Object Repository Exchange development services can be commenced by SAFARI Montage on or before March 16, 2015. The working assumption is that the existing SAFARI Montage LOR Exchange can be customized to meet ESUCC's needs.

- 3) **Term:** The term of this Agreement shall commence on the date hereof and end on August 31, 2015.
- 4) **Payment:** In consideration of the Bridge Services being provided under this Agreement and the covenants contained herein, ESUCC will issue a Purchase Order to SAFARI Montage for Fifty-Seven Thousand Two Hundred Dollars (\$57,200) to be paid by ESUCC by December 23, 2014. This amount does not include the disputed outstanding balance of \$22,359.
- 5) **Release:** Except for the payment of the Outstanding Balance (for which SAFARI Montage does not release or discharge ESUCC until such amount is paid to SAFARI Montage), the parties hereby release and forever discharge each other, and each of their past and present predecessors, successors, affiliates, subsidiaries, parents, insurers, officers, directors, employees, heirs, assigns, agents, and attorneys from any and all known and unknown claims, disputes, demands, debts, liabilities, obligations, contracts, agreements, causes of action, suits, attorneys' fees and/or costs, of whatever nature, character or description, which the parties had, now have, or may have related to any matters which arise out of or relate to any events occurring or actions taken prior to the date of this Agreement. The parties' execution of this Agreement is not an admission of any liability, fault or responsibility on the part of any released party. The foregoing mutual release of claims made pursuant to this Agreement is regarded by the parties hereto as intended to avoid the expense, inconvenience and uncertainty of litigation. This paragraph 5 shall survive the expiration or termination of this Agreement.
- 6) **Miscellaneous:**
- a) **Notice:** All notices and payments contemplated or required under this Agreement shall be in writing and delivered by hand, by certified or registered mail, return receipt requested, or by overnight courier services as follows:

If to SAFARI Montage: Library Video Company d/b/a SAFARI Montage
 Five Tower Bridge
 300 Barr Harbor Drive, Suite 700
 West Conshohocken, PA 19428
 Attn: Andrew Schlessinger, Founder & CEO

With a copy to: Library Video Company d/b/a SAFARI Montage
 Five Tower Bridge
 300 Barr Harbor Drive, Suite 700
 West Conshohocken, PA 19428
 Attn: General Counsel

If to ESUCC: Nebraska Educational Service Unit Coordinating Council
 6949 South 110th Street,
 LaVista, Nebraska 68128
 Attn: David Ludwig, Executive Director

With a copy to: Steve Williams, Legal Counsel
 KSB School Law

Cornhusker Plaza, Suite 210
333 South 13th Street
Lincoln, Nebraska 68508

Notice may be given to any other address as a party designates by notice to the other party in accordance with this paragraph 6(a). Notice shall be deemed received on the date received via the U.S. mail or other courier.

- b) *Waiver*: No failure or delay of either party to exercise any rights or remedies under this Agreement shall operate as a waiver thereof. No waiver of any provision of this Agreement or any rights or obligations of either party hereunder shall be effective, except pursuant to a written document signed by the party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. Failure to enforce any rights hereunder shall not constitute a waiver of those or any other rights.
- c) *Entire Agreement*: This Agreement constitutes the entire understanding of the parties relating to the subject matter hereof and supersedes any and all other agreements, written or oral, that the parties may have had with respect to the subject matter hereof. Except as expressly provided herein, this Agreement may not be amended, modified or waived, in whole or in part, except by a writing signed by both parties.
- d) *Severability*: In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.
- e) *Cumulative Rights and Remedies*: All rights and remedies contained in this Agreement shall be cumulative and none of them shall be in limitation of any other right or remedy of either party at law or in equity.
- f) *Headings*: The headings set forth in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.
- g) *Choice of Law and Jurisdiction*: This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Sarpy County, Nebraska.
- h) *Counterparts*: This Agreement may be executed in any number of counterparts, (including, without limitation, in PDF counterparts), and each executed counterpart shall have the same force and effect as an original document.
- i) *Termination*.
 - i. ESUCC 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. ESUCC shall notify SAFARI Montage as soon as practicable if funds to meet ESUCC's obligations become unavailable. The determination of ESUCC as to the insufficiency of funds is conclusive.

ii. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing.

iii. 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.

iv. ESUCC may terminate this Agreement, in whole or in part, by written notice to SAFARI Montage and may regard the SAFARI Montage in default of this Agreement if SAFARI Montage becomes:

- A. Insolvent;
- B. Makes a general assignment for the benefit of creditors;
- C. Files a voluntary petition of bankruptcy;
- D. Suffers or permits the appointment of a receiver for its business or assets;
- E. Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- F. Has wound up or liquidated, voluntarily or otherwise.

v. ESUCC may terminate this Agreement, in whole or in part, immediately, without notice, if SAFARI Montage is debarred or suspended from performing services on any public contracts.

vi. The parties may terminate this Agreement without cause by mutual written consent.

vii. Upon the termination for any reason or expiration of this Agreement, SAFARI Montage promptly must return to ESUCC all papers, materials and other property of ESUCC then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to ESUCC.

j) *Public Records.* SAFARI Montage 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.

k) *Publicity.* ESUCC does not endorse the goods or services of SAFARI Montage. 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 SAFARI Montage without the prior written approval of ESUCC.

l) *Drug/Alcohol/Tobacco/Weapons Free Workplace.* SAFARI Montage 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, Educational Service Unit, or school district premises or at ESUCC, Educational Service Unit, or school district related functions. SAFARI Montage and all subcontractors,

if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on ESUCC, Educational Service Unit, or school district property or at ESUCC, Educational Service Unit, or school district related functions. SAFARI Montage and all subcontractors, if any, also shall adhere to all ESUCC, Educational Service Unit, or school district policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on ESUCC, Educational Service Unit, or school district premises or at ESUCC, Educational Service Unit, or school district related functions. Failure to comply with this provision may be considered a material breach. ESUCC may suspend or terminate SAFARI Montage, a subcontractor, or both if it violates these laws, regulations, or policies or this provision.

- m) *Nondiscrimination.* SAFARI Montage 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.
- n) *Employment Eligibility Verification.* SAFARI Montage 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 SAFARI Montage employs or contracts with any subcontractor in connection with this Agreement, SAFARI Montage 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.
- o) *Sales Tax.* ESUCC is exempt from sales tax and shall not pay any sales tax under this Agreement. ESUCC will provide SAFARI Montage with applicable sales tax exemption certificates upon written request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

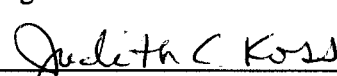
Nebraska Educational Service Unit
Coordinating Council

By: 

Title: ESUCC Executive Director

Date: January 12, 2015

Library Video Company d/b/a SAFARI
Montage

By: 

Title: General Counsel

Date: January 13, 2015



Committee Report

PROJECT NAME: IMat

PROJECT DIRECTOR: Rhonda Eis

REPORT PERIOD: February 3, 2015

COMMITTEE REPORT:

The IMat affiliate met on January 29 for their regular business meeting (DL).

IMat Projects:

Preview/New Acquisition: It was decided that proposals will be acquired on only the highest ranked videos due to low preview response. Recommendations for any purchases will be made at the March 19th meeting. The group discussed the challenges with the previewing process this year and will reevaluate for next year. The purpose of purchasing individual titles was emphasized as being needed to fill curriculum gaps that an online video service can't provide as well as getting access to the newest content. Historically, licensing titles have been very cost-efficient. On average a title will cost approximately \$10 a year for streaming and download rights per ESU.

Online Video Subscription Services:

Three-year contract with Learn360 expires June 30, 2015. Contract did not have option for renewal after 2015, but rep has provided pricing for additional years. Trials have been set up for four providers of content: Learn360, Discovery Education, Safari Montage and New Dimension Media. IMat members will be evaluating and comparing services and costs. A recommendation will be determined at the March 19th meeting.

Safari Montage:

All content packages have been activated for each of the ESUs servers for preview. Pricing for content needs be included in the negotiations with Safari Montage but as an add-on cost. Some ESUs have school districts who have are currently licensing the content.

Question was asked: Does digital content need to be included in the Statewide Educational Technology Plan?



Committee Report

PROJECT NAME: Distance Learning

PROJECT DIRECTOR: Gordon Roethemeyer

REPORT PERIOD: February 4, 2015

COMMITTEE REPORT:

The Distance Education Advisory Committee (DEAC) is evaluating options for providing more H.323 connections for Zoom meetings. The group is currently testing the feasibility of using ESU owned bridges to host H.323 calls (i.e calls from Polycom or LifeSize systems). The bridge would receive all H.323 calls and then connect to the Zoom Cloud where all calls would be placed into the same meeting. A second option to consider is to purchase some additional H.323 Ports to handle the increased use of Zoom for videoconferences. The DEAC group will be ready to make a recommendation to the ESUCC Tech. Committee in March.

The DEAC and NOC group will have their annual joint meeting on Feb. 25th. Discussion with NOC will include videoconferencing strategies for making the best use of Zoom, Clearsea, Bridges, legacy equipment etc. The group will also discuss the Technology Plan and Single Sign-On issues.

NEW BUSINESS:

ESUCC may need to consider the purchase of additional Zoom CRC (H.323) ports in March(or upcoming meeting) pending the recommendation of the DEAC.

OLD BUSINESS:

Highlight and add text here.