

ESUCC

Coop Committee Meeting

Tuesday, May 6, 2014, 10:00 AM

Educational Service Unit No. 10 76 Plaza Blvd Kearney, NE 68845, 6949 South 110th Street,
LaVista, NE 68128

Attendance Taken at 10:05 AM.

Fisher ESU 04: Present

Gegg ESU 05: Absent

Mowinkel ESU 08: Present

Tedesco ESU 11: Present

Paul Calvert (ESU 15): Present

1. Call to Order

2. Roll Call

3. Information Item

3.1. ESM Update

3.1.1. Annual Buy

3.1.2. Year Round Contracts

3.1.3. Wants and Needs Going Forward

3.1.4. Reporting

3.2. Operations

3.2.1. Delivery

3.2.2. Customer Support

3.3. General Items

3.4. Contract focus

3.5. AEPA E-Procurement Discussions

3.6. Policy & Procedures

4. Recommended Actions Items

5. Next Meeting Agenda Items

6. Adjournment

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

**2014-15 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 _____, 2014 (“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:

I General Provisions

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 2014-15 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.

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.

3 Term. The term of this Agreement shall be one (1) year, commencing on August 1, 2014 and ending on July 31, 2015.

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.

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.

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.

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.

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.

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.

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.

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

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.

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

II Professional Development Projects

1 Purpose of Professional Development Projects. One of the core services provided to school districts is professional development of their staff.

2 Professional Development Advisory Committee. The ESUCC shall appoint educators and other experts to a Professional Development Advisory Committee. The initial committee shall consist of up to 20 members who possess expertise in professional development and specific curriculum areas. The Professional Development Advisory 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.

3 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 state-wide. 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.

4 ESUPDO Project. The ESU Professional Development Organization serves as a collaborative effort to provide statewide training for all ESU employees. The ESUPDO Project consists of five (5) affiliate groups comprised of ESU employees across the seventeen ESU's. These groups are:

- a Staff Development Affiliate (SDA): Members are generally responsible for providing staff development to their school districts and have assisted the Nebraska Department of Education efforts on statewide and local assessment as well as school improvement.
- b Technology Assistance Group (TAG): Members provide assistance to school districts in the dissemination and integration of new educational technologies deployed by school districts
- c 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.
- d Instructional Materials Affiliate (I-Mat): I-Mat consists of media professionals from across the state. It serves the dual role of providing for and assisting school districts make use of statewide I-mat media as well as the integration of media materials in school districts.
- e 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 grew in the age of standards and assessment, and the need to develop and

share professional development efforts for special education teachers and classroom teachers alike arose. ESPD is involved with the Nebraska Department of Education in providing leadership for special education training and support as well as programs such as Response To Intervention (RTI).

- f ESUPDO Fees. Each ESU that participates in the ESUPDO Project will contribute **\$4,500** to partially fund the activities of the Professional Development Annual Program.

5 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, math grant professional development programs, NDE career education grant programs, and other grant or collaborative efforts that enhance statewide professional development.

6 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 annually by ESUCC at the conclusion of the 2014-15 academic year.

7 Northwest Evaluation Association Certified Trainer Consortium Project (NWEA Consortium Project)

- a 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.
- b Term of Consortium Participation. Participating ESUs must commit to a three year term, beginning with the 2012-13 year and for each of the two subsequent school years.

- c Annual Fees. The annual fee will be \$3,200 per ESU for the 2014-15 and 2014-15 years. Training fees are \$5000 per person for two trainings to be conducted between June, 2012 and September, 2014.
- d Training Fees. In addition to the annual fee set out above, NWEA will charge \$2,500 per person per training session pursuant to the terms of the NWEA agreement referenced in paragraph (f) below.
- e Additional Fees. Additional fees, if any, will be charged based on additional services requested by participating ESUs.
- f 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 2014-15 NWEA Certified Trainer Consortium.

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

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.

2 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.

3 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.

4 Projects and Services. The BlendEd Initiative will strive to create an integrated approach for both instructors and learners. 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.

The ESU wishes to participate in BlendEd (*Specific participation may be indicated below*)

5 Distance Education ~~Scheduling &~~ Brokering. The ESUCC will provide the NVIS course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts.

- a ~~BlendEd will schedule and broker statewide distance education course offerings using the Renovo software.~~

b Fees: Beginning in 2014-15, the hosting fees previously charged to participating ESUs will be absorbed as part of the ESUCC Distance Education Budget.

c Additional Fees: If additional fees for distance education scheduling or brokering become necessary, they will be approved by the ESUCC with at least one month's prior notice to participating ESUs.

☐ The ESU wishes to participate in Distance Education

6 Learning Management System (LMS) Administration (ANGEL/Blackboard and parallel services; Formerly myElearning).

a BlendEd provides hosting and paralleled services for learning management systems including but not limited to ANGEL and Blackboard.

b Fees: Each ESU will determine whether the ESU contracts with the ESUCC for individual services under the BlendEd initiative or whether the ESU's participating member school districts will contract directly with the ESUCC.

c Additional Fees: If additional fees for LMS become necessary, they will be approved by the ESUCC with at least one month's prior notice to participants.

☐ The ESU wishes to participate in Learning Management System Administration (ANGEL/Blackboard and parallel services)

7 Instructional Materials. The Instructional Materials portion of the BlendEd Project consists of four separate initiatives. ESUs that participate in the BlendEd Project may participate in none, some or all of the Instructional Materials initiatives. All participating ESUs will pay a fee of \$3,500 for project administration.

a. Media on Demand Subscription Service: Currently Learn360. This is a statewide digital media subscription service. 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. The media on Demand/Learn360 may be made available to school districts in non-participating ESUs. The ESUCC will establish fees and invoice any such participating districts in coordination with the non-participating ESU. The ESUCC will provide an estimate for budget purposes for each participating ESU. Invoices will be sent in April, 2015 for the 2015-16 subscription.

The ESU wishes to participate in Media on Demand/Learn360

- b. 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. The ESUCC's learning object repository will also include access to previous media acquisitions (Nebraska Titles), subscription media, National Repository of Online Courses, and other content as it becomes available. Fees for hardware updates, training, software licensing, and other associated project costs will be based on the vendor-provided schedule of fees. The base amount for ongoing licensing & support of the LOR is **\$_____ per ESU plus \$50 per participating school site**. Participating ESUs will be invoiced for their share of the costs as they occur.

The ESU wishes to participate in Learning Object Repository

- c. Instructional Materials - Media Acquisition. Working in conjunction with ESU staff (Instructional Materials Affiliate), this project will identify media titles or other instructional materials to complement the existing Nebraska Titles collection (also known as the "Spring Buy" process). Fee for Media Acquisitions is \$5,000. Fees will not exceed this amount and will be based on actual costs incurred.

The ESU wishes to participate in I-Mat Media Acquisition

- d. Instructional Materials - Special Projects. Special projects funds will help enhance content for the LOR including but not limited to videos, e-books, course content, learning objects,

and professional development content. Working in conjunction with ESU staff (Instructional Materials Affiliate), this project will identify media titles or other instructional materials to complement the existing content of the Learning Object Repository. It is recommended that all ESUs participating in the Learning Object Repository elect to participate in Special Projects. Fee for Special Projects is \$4,500. Fees will not exceed this amount and will be based on actual costs incurred.

The ESU wishes to participate in I-Mat Special Projects

- 8 Federated Identity and Access Management: Through this service ESUCC will provide a framework for authentication into digital services.

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 as part of plans for approval by the ESUCC board.

The ESU wishes to participate in LDAP Planning

IV Cooperative Purchasing Project

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.

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 Provide technical support for ESUs and school districts in placing orders with suppliers through the Web Site. Merchandise will be shipped as directed by the participating ESU or school district.~~
- ~~h Through the Web Site, provide participating ESUs and school districts the capabilities to track items ordered, confirm receipt, check invoices and detect and report 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.

~~3 Invoicing and Payment for Annual and Paper Buy. 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 annual buy shall be paid on or before August 1 with the remaining 50% paid on or before September 15.~~

b ~~The cost of all merchandise received after August 1 shall be paid within 45 days from the date the merchandise is received.~~

c ~~Payment for the paper buy shall be paid by June 1.~~

d ~~The ESU also agrees to pay ESUCC a 1.5% per-month penalty on all amounts not paid according to the above schedule.~~

4 Administrative Fee. ESUCC will charge a **4%** administrative fee on all items purchased through the annual and paper buy of the Cooperative Purchasing Project.

~~5 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 2014-15 school year.~~

The ESU wishes to participate in Coop Purchasing.

V Special Education Project

1 Description of Components of Project:

a 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.

b Improving Learning for Children with Disabilities (ILCD): 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 offer 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 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.

2 Fees. Each participating ESU will pay a fee of \$5,000 to fund the Special Education Project.

3 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:

*Tier	(School Membership)	2014-2015 Rate
3	50 - 99 students	\$
4	100 - 249 students	\$
5	250 – 499 students	\$
6	500 – 999 students	\$
7	1,000 – 1,999 students	\$
8	2,000 – 3,999 students	\$
9	4,000 – 17,999 students	\$
10	>18,000 students	\$

The ESU wishes to participate in the Special Education Project.

[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.

(signature)

(printed name)

Administrator, Educational Service Unit No. ____

FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:

(signature)

David Ludwig, Executive Director

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