



Technology Committee Meeting  
Tuesday, April 7, 2015 3:30 PM  
Educational Service Unit No. 3 6949 So. 110th Street LaVista, NE 68128  
6949 South 110th Street  
LaVista, NE 68128

1. Call to Order
2. Roll call
3. Agenda Item  
Chair of Committee
  - 3.1. ESUCC Technology Plan  
Uhing/Ludwig
    - 3.1.1. Single-Sign On Timeline/RFP  
Chair of Committee - Bob Uhing
    - 3.1.2. Cloud Learning Environment Update
    - 3.1.3. One Page Talking Point Document  
Scott Issacson
    - 3.1.4. Safari Update and Recommendation  
Scott Isaacson
  - 3.2. Lincoln Archdiocese  
Committee Chair - Bob Uhing
  - 3.3. LMS Recommendations
  - 3.4. Master Service Agreement  
ESUCC Executive Director David Ludwig
    - 3.4.1. Learn360
    - 3.4.2. Safari Montage
  - 3.5. Approve New Acquisitions 2014-2015  
Rhonda Eis
  - 3.6. Approve IMAT Special Projects 2014-2015 Use  
Rhonda Eis

- 3.6.1. NDE Contract
  - Chair of Committee - Bob Uhing
- 3.7. Bright Bytes Pilot Update
  - Chair of Committee - Bob Uhing
- 3.8. Technology Chair Resignation
  - Committee Chair - Bob Uhing
- 3.9. Staff Reports
  - Chair of Committee
    - 3.9.1. Rhonda Eis
      - Rhonda Eis
    - 3.9.2. Scott Isaacson
      - Scott Isaacson
    - 3.9.3. Gordon Roethemeyer
      - Gordon Roethemeyer
- 4. Next Meeting Agenda Items
- 5. Executive Session
- 6. Adjournment

**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
<b>Cloud Learning Environment</b>				
MOU	Submit <a href="#">draft</a> 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 <del>4-8-15</del> 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	<a href="#">COSN</a> 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
<a href="#">ICE Conference</a> - 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 <a href="#">one-page talking document</a> for ESU Administrators, affiliates, NDE, and School Districts			1-7-15
<b>Data Dashboard</b>				
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				
???				
<b>Nebraska Repository for Online Blended Learning</b>				
	Blended Learning Graphic ( <a href="#">PDF</a> ) Closing the Gap: Turning SIS/LMS Data into Action Report ( <a href="#">PDF</a> ) Financial support TBD by the legislature -			Ongoing
<b>Learning Object Repository</b>				
	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
<b>Content to fill LOR? added by Ron</b>	resources and/or statewide subscription service(s) [videos, ebooks, etc.]		IMAT	
<b>Learning Management System</b>				
	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

# Nebraska K-12 Identity & Portal Project

## *Short-Term Project Needs*

December 31, 2014

### Introduction

The overall need of the project at this time is to develop a functioning portal and federated single sign-on system that can be demonstrated and piloted by a limited number of school districts and Educational Service Units (ESUs) who will use and evaluate it in relation to their needs. We want to use our limited resources optimally to establish a sustainable platform that follows the best practices and direction of other similar K-12 efforts nationwide such as the IlliniCloud. Pooled resources and alignment with work in other states will be of benefit to Nebraskans and collaborators in all states involved. For these reasons, we prefer to work with and contribute to open source software projects and to strategically use professional consulting, development and support services where appropriate to extend work that has already been accomplished in those spaces and provide operational support for the systems we put in place.

Our short-term goals are to install both multi-tenant IdP and portal systems and make those available to 9 pilot districts and 2 ESUs for testing by February 15, 2015. Up to 20 school districts and 9 ESUs may participate in the federation and use the multi-tenant IdP in the second phase of the project, from February 15-May 31, 2014. A discussion of plans for installation, knowledge transfer and operational support of the two systems is detailed below.

**Installation support** includes specifications of the VM environment(s) to operate the system and coordinated work with our technical team to optimally build, install and configure the software. We will begin with an integration/test environment and intend for the Nebraska technical team to duplicate the environment to staging and production environments.

**Knowledge transfer** is the plan to train and assist the Nebraska technical team on the installation, documentation and administration and technical operations so the team can operate the systems with minimal external support in normal conditions.

**Operational support** describes the availability of professional services to assist the Nebraska technical team with questions and resolution of problems with the system when in operation.

The user-facing functionality is the top priority in the initial implementation. It is acceptable for administration of the system to be handled via manual editing of configuration files and through the use of command-line utilities.

We intend to enter into a short-term contract for these services through February, 2015 and would like to understand the costs for continued services for 1-to-2-years following the initial work.

## Multi-Tenant Identity Provider

The purpose of the multi-tenant identity provider (IdP) is to act as the SAML IdP for multiple school districts and ESUs, as opposed to duplicating a Shibboleth IdP installation for each.

- Each tenant district or ESU must be able to define authentication and attribute sources independently.
- When directed to the IdP service by a participating application (SAML SP), a user will indicate to which district or ESU they belong via a drop-down menu listing the participating entities. We would consider a centralized discovery service external to the IdP if that fits a proposed solution better than the IdP handling this function.
- The pilot IdP will need to service up to 25 simultaneous authentication operations. We will need to understand the scalability of any proposed solution including indicators of workload and need for additional server resources or instances.

## Multi-Tenant Application Portal System

The portal system will serve as a convenient “home” for users to locate and access federated applications and resources that are available to them. We are looking to implement uPortal in Nebraska with the extensions commissioned by the IlliniCloud.

- The portal system must act as a SAML service provider (SP) and integrate with the multi-tenant IdP described above and the envisioned Nebraska K-12 SAML federation.
- The user interface look and feel will be similar to that used by smart phone and tablet device app launcher interfaces
- The portal must be able to be branded individually for each tenant school district or ESU. Manual (config file) tenant configuration is acceptable at this time.

# Identity & Portal Professional Services Summary

<b>Vendor</b>	<b>Est. Statewide Service Cost</b>	<b>Notes</b>
Aegis Identity	\$300,000-\$2 million purchase + annual maint.	(licensed software & support)
FocalPoint K12	\$1 million purchase + annual maintenance	(licensed software & support)
Unicon	\$88,000 first year, \$30,500 annual support subsequent years	(open source software, consulting & support services)
WSO2	\$117,450 first year, \$40,000 subsequent years	(open source software, consulting & support services, does not include portal)

## Overview

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The overall need of the project at this time is to develop a functioning portal and federated single sign-on system that can be demonstrated and piloted by a limited number of school districts and Educational Service Units (ESUs) who will use and evaluate it in relation to their needs. Client intends to use their limited resources to establish a sustainable platform that follows the best practices and direction of similar K12 efforts nationwide, such as the IlliniCloud. Pooled resources and alignment with work in other states will be of benefit to Nebraskans and collaborators in all states involved. For these reasons, the Client prefers to work with and contribute to open source software projects and to strategically use professional consulting, development, and support services to extend work that has already been accomplished in those spaces, and to provide operational support for the systems.

The client's short-term goals are to implement both a multi-tenant identity provider and an application portal system and to make those systems available to 9 pilot districts and 2 ESUs for testing.

### Multi-Tenant Application Portal System

- The portal system will serve as a convenient “home” for users to locate and access federated applications and resources that are available to them. Client is looking to implement uPortal in Nebraska with the extensions commissioned by the IlliniCloud.
- The portal system must act as a SAML service provider (SP) and integrate with the multitenant IdP and the envisioned Nebraska K12 SAML federation.
- The user interface look and feel will be similar to that used by smart phone and tablet device app launcher interfaces.
- The portal must be able to be branded individually for each tenant school district or ESU.

### Multi-Tenant Identity Provider

- The purpose of the multitenant identity provider (IdP) is to act as the SAML IdP for multiple school districts and ESUs, as opposed to duplicating a Shibboleth IdP installation for each.
- Each tenant district or ESU must be able to define authentication and attribute sources independently.
- When directed to the IdP service by a participating application (SAML SP), a user will indicate to which district or ESU they belong via a dropdown menu listing the participating entities. Client would consider a centralized discovery service external to the IdP if that fits a proposed solution better than the IdP handling this function.
- The pilot IdP will need to service up to 25 simultaneous authentication operations. Client will need to understand the scalability of any proposed solution including indicators of workload and need for additional server resources or instances.

The delivery date / timeline will be determined once the scope of work is finalized. Up to 20 school districts and 9 ESUs may participate in the federation and use the multitenant IdP in the second phase of the project. The client has expressed interest in partnering with Unicon for the following types of services:

- Installation support - Specifications of the VM environment(s) to operate the system and coordinated work with Client's technical team to optimally build, install and configure the software.
- Knowledge Transfer – Consulting and mentoring to train and assist the Client with the installation, documentation and administration and technical operations so the Client team can operate the systems with minimal external support in normal conditions.
- Operational Support - Services to assist the Client team with questions and resolution of problems with the system when in operation.

## Portal and IAM Consulting Services

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### Multi-Tenant Application Portal System

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The tasks and estimates outlined below are for a first-phase multi-tenant uPortal implementation project. The aim is to have a system "that can be demonstrated and piloted by a limited number of school districts and Educational Service Units (ESUs) who will use and evaluate it in relation to their needs." The desired outcome of this phase is to give the client a portal that can satisfy *both* of these needs. Some important details of this system, however, need additional exploration – particularly the manner(s) in which this system will integrate with existing sources of district data. As a result, it may not be possible in the first phase to deliver pilot-able integrations with all of the systems and data sources currently in use by ESUs. Unicon will assist in developing as many working integrations as possible for this phase, but in any case the system should be ready to satisfy the other purpose: demonstration and evaluation.

- Establish a private Git repository for uPortal sources hosted by a 3rd-party service such as BitBucket or Github; the following configurations and additions will all be committed to this repository
- Database connection configuration for one RDBMS platform – either Oracle, PostgreSQL, MS SQL Server, or MySQL. (Database software installation and user/schema creation must be performed by the Client)
- Authentication configuration for SimpleSAMLphp (*see IAM section below*)
- Explore user attribute configuration and integration with ESUs (several working integrations are available out-of-the-box, such as LDAP and RDBMS)
- Initial groups and group membership configuration based on PAGES and/or SmartLDAP (*Note: Groups configuration in a real-world portal deployment is normally large and under continuous evolution; Unicon will assist in getting started*)
- Initial role- and/or group-based content configuration in DLM using layout fragments. (*Note: Layout configuration is also typically large and under continuous evolution; Unicon will assist in getting started*)
- Setup and configuration of uPortal's Multi-Tenancy features for participating ESUs
- Assistance in defining several App Launcher portlets, as well as knowledge sharing around portlet capabilities and best practices
- Installation of an integration/test environment on Client-owned hardware/system software platform(s); installation to be performed for one Client environment in single application server configuration (the Nebraska technical team may install additional servers and/or local dev environments from the Git repository)
- Installation and configuration of a Shibboleth SP on the portal server to work with authentication through SimpleSAMLphp
- Assist in preparing local documentation of the components, portlets, data sources, configuration settings, and deployment practices in use at Nebraska

The proposed work is to include at least one week of on-site collaboration for the purpose of communicating platform knowledge and best practices. Tasks for the on-site week will be drawn from the general list and mutually agreed upon.

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## Multi-Tenant Identity Provider

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The tasks and estimates below align with establishing a Multi-Tenant Identity Provider (IdP) sufficient to handle the institutions that are part of the Phase I implementation project. Both school districts that want to use their local LDAP/AD server, and those wanting to use Google credentials (assuming their agreement with Google allows us to do so), will be supported. SimpleSAMLphp will be established as an IdP Proxy service, accommodating multiple authentication sources, and attribute stores, of various flavors, including LDAP and OpenID Connect (Google).

- Establish a private Git repository for SimpleSAMLphp sources/modifications hosted by a 3rd-party service such as BitBucket or Github
- Utilize the Composer approach (install the Composer module) for adding in new/modified modules
- Basic installation and configuration of SimpleSAMLphp. This assumes a system that has been established with the required environment as per [https://simplesamlphp.org/docs/stable/simplesamlphp-install#section\\_3](https://simplesamlphp.org/docs/stable/simplesamlphp-install#section_3)
- Configure SimpleSAMLphp for multi-authentication, and a minimally functional discovery/choose your authentication page
- Integrate and enhance, as needed, the OpenID Connect module for SimpleSAMLphp
- SimpleSAMLphp can be easily clustered, but given the scope/purpose of this demonstration environment, this estimate does not cover establishing a 2nd instance of SimpleSAMLphp.
- Basic configuration and testing with several school district authentication sources to demonstrate the effectiveness of the solution
- Assist in preparing local documentation of the components and process for integrating additional school districts

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## Project Management

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For the duration of this engagement, Unicon will assign an experienced Project Manager to coordinate Unicon's efforts on this project. This person will be your organization's primary point-of-contact for all project-related communication throughout the project's duration and will be responsible for providing regular status on the progress of this project. Quality project management and the ability to monitor, inspect, and steer the project as it progresses is part of how Unicon delivers on the advantages of a time and materials consulting project, helping the project to focus on delivering the most valuable consulting, development, and assistance that can be had in the available time and resources.

## Open Source Support Program for uPortal

Unicon provides an innovative support solution that assures the stability of your uPortal implementation and continues to drive the progress of this open source project. With Unicon’s Open Source Support program, institutions gain access to a dedicated support team of highly skilled development experts, each possessing experience in this open source solution.

Open Source Support Program members receive the following:

- An accountable commercial support provider to stand behind your deployment
- Access to an online support website at <https://unicon.zendesk.com> to enter and monitor support cases. The online support website is available 24 hours a day, 7 days a week.
- Phone access to dedicated support and development resources for solving production issues. The support hours are determined by your choice of the Standard or the Enterprise support model.
- Unlimited assistance with general questions, configuration issues, and tuning
- Ability to purchase discounted consulting hours for hands-on assistance with specific issues, upgrades, etc.
- Ongoing maintenance for past, present, and future releases
- Low, Medium, and High severity prioritization of support issues

Support issues are managed on a priority basis with an escalation mechanism for higher priority issues. All resulting work is released to and developed in direct participation in the relevant open source project.

The following table outlines some differences between the three levels of support in the program:

	Developer Level		Standard Level		Enterprise Level	
	Silver	Gold	Silver	Gold	Silver	Gold
Support Availability	8x5	8x5	12x5	12x5	24x7	24x7
High Severity – Response	N/A	N/A	1 Hour	1 Hour	1 Hour	1 Hour
Med Severity – Response	N/A	N/A	4 Hours	4 Hours	4 Hours	4 Hours
Low Severity - Response	Next Bus. Day	Next Bus. Day	Next Bus. Day	Next Bus. Day	Next Bus. Day	Next Bus. Day
Support Assistance	No Limit	No Limit	No Limit	No Limit	No Limit	No Limit
Consulting Assistance	0	Up to 20 hrs	0	Up to 20 hrs	0	Up to 20 hrs
Named Support Contacts	1	1	3	3	6	6
Included Products	1	1	1	1	1	1
Web Support	Yes	Yes	Yes	Yes	Yes	Yes
Phone Support	No	Yes	No	Yes	No	Yes
Technical Account Mgr.	No	Yes	No	Yes	No	Yes
Price	<b>\$6,500</b>	<b>\$9,500</b>	<b>\$12,500</b>	<b>\$15,500</b>	<b>\$20,500</b>	<b>\$23,500</b>

\* At this time Unicon does not have a defined support program for SimpleSAMLphp. Support would be provided on an as-needed-basis using a pool of flexible consulting hours. Client would only be invoiced for actual hours used.

## **Support Definitions:**

### Support Assistance

The scope of Support Assistance is outlined below, with associated examples.

- Research and Recommendations
  - Determine which version is best suited for a job or function
  - Advise on alternative platforms the client should consider deploying
  - Identify the changes that were made in a specific version
  - Describe how the client will be affected by a specific security update
- Configuration and Usage
  - Advise on how to configure software to work in the client's environment
  - Advise on how to integrate with other specific systems
  - Advise on how the client can best use a particular feature
  - Advise on how the client can optimize an aspect of system performance
- Basic Troubleshooting
  - Investigate why is a given feature not working as expected
  - Identify the possible causes of unexpected behavior
  - Determine whether the problem is a bug and whether there are workarounds
  - Determine whether the bug is already known in the project community

### Consulting Assistance

The scope of Consulting Assistance is outlined below, with associated examples.

- Deployment
  - Apply a security patch
  - Upgrade to the latest minor version
  - Review configuration files for best practices
- Hands-On Troubleshooting
  - Work with your administrator to find the root cause of a problem
  - Work with your developers to solve a programming challenge
- Bugs & Features
  - Fix a known bug quickly
  - Back-port a bug fix to an older version
  - Ensure a bug fix is included in future releases
  - Implement a minor feature/improvement

## Cost Breakdown

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The costs for services described in this proposal are broken down by the major categories listed in this document.

### Portal and IAM Consulting Services

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Description / Tasks	Budgeted Hours	Billing Rate	Cost/Fees
Portal Consulting Services	200	\$175/hr	\$35,000
IAM Consulting Services	100	\$175/hr	\$17,500
Estimated Travel Expenses for Lead Consultant(s) and Project Manager	0	0	\$5,000

#### Notes

- The proposed service fees will be billed on a time and materials basis at the specific hourly rate.
- Unicon will not exceed the listed number of hours without receiving permission from Client.
- Unicon is proposing to be on-site for a portion of this work. Travel expenses will be billed separately at actual cost. At this time Unicon is estimating total travel expenses (air, hotel, car, per diem, etc.) at approximately \$5,000 for uPortal Consultant, 4-5 days on-site; IAM Consultant, 2-3 days on-site; and Project Manager 1-2 days on-site. All travel will be pre-approved by Client.

### Open Source Support for uPortal

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As described in earlier sections, there are currently three (3) levels of technical support available for Shibboleth. The annual subscription fee for each level is broken out in the table below:

Program	Developer	Standard	Enterprise
uPortal (Gold)	\$9,500	\$15,500	\$23,500

#### Notes:

- The Developer Level is only recommended for non-production deployments of uPortal.
- Client may add additional open source applications to the support package at a cost of \$5,500 each. Other applications supported by Unicon include Drupal, CAS, Sakai, Shibboleth, Grouper, and SSP.

### SimpleSAMLphp Support Services

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Pool of consulting hours to assist Client with on-going / as-needed SimpleSAMLphp support.

Description / Tasks	Budgeted Hours	Billing Rate	Cost/Fees
Portal of Support Hours	40	\$175/hr	\$7,000

#### Notes:

- The proposed support fees will be billed on a time and materials basis at the specific hourly rate.



Proposal to  
**Nebraska Educational Service Unit Coordinating Council**  
For  
**WSO2 Support & Services**

**Date:** 16 January 2015

**Proposal Validity:** 30 days

**Contact:** Piyumi Dias

**Email:** piyumi@wso2.com

**Tel:** 408 754 7388 Ext 564927

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Mountain View, CA 94041, USA

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Hi Scott,

We are happy to provide the following proposal to you based on the series of discussions we had with you thus far for the project identified for the Nebraska ESUCC.

We recommend starting the engagement with a QuickStart Program targeted at developing and implementing a PoC with 2 schools and setup the SSO scenario using Active Directory and Google Auth to federate. This will also help to finalize the solution and deployment architecture of the project. To continue the success beyond the QuickStart program, we recommend 100 hours of Development Support and an Architectural Review of 2 days to help augment your internal development efforts. To get the 9 school pilot project up and running we estimate 1.5 months of onsite development services. Once your system goes live, WSO2 Production Support will ensure your system stay robust and efficient.

Please let us know if you have any questions on the information provided. Look forward to working with you and the ECUSS team.

Yours sincerely,

Piyumi Dias  
Senior Account Manager  
WSO2 Inc.

## Investment Summary

Engagement Type	Duration	Fee
1. QuickStart	2 consultant for 1 week & 1 month/20 hours (Dev Support on-line)	US \$ 25,000
2. Development Support	100 hours across 6 months on-line	US \$ 17,500
3. Architecture Review	1 Architect for 2 days on-site	US \$ 9,000
4. Development Services	1 consultant, 1.5 months on-site	US \$ 39,000
5. Production Support (Minimum Deployment)	Year 1 2 IS instances	US \$ 40,000
<b>Total</b>		<b>US \$ 130,500</b>
Volume Discount of 10%		(US \$ 13,050)
<b>Total Fee</b>		<b>US\$ 117,450</b>

### Payment Terms:

Payment upon execution of contracts

Detailed explanation of each of the WSO2 Support Services outlined above can be found below:

## 1. QuickStart Program

The WSO2 QuickStart Program will help your team to get started with setting up and implementation of the solution by providing a combination of on-site consulting, architectural discussions of the solution and deployment to meet your objectives within the given timeframe. This program ensures a stable start to the project that will also include the initial installation and the deployment of the WSO2 Suite.

The QuickStart Program comprises of:

### Experts

- Two experienced consultants for 1 week (5 days) of intensive on-site work.
- One off-site consultant of full-time support for the on-site engagement, promoting agility and helping the QuickStart team to fine-tune the program and respond to the unexpected ones on-site.
- On-site work may include introductory sessions on WSO2 products using a combination of presentations, hands-on work and code samples. Sessions are designed to accommodate up to 10 participants.
- WSO2 will take 2 to 3 weeks to organize the logistics for the consultants that will come on-site after the buyer order is received/agreements are executed.

### Consulting

- Develop a Proof of Concept with 2 schools and setup the SSO scenario using Active Directory and Google Auth to federate on mutually agreed use-cases.

### Development Support

- 1 month of follow up Development Support (20 hours maximum) to be started soon after the 1 week on-site engagement (*Please refer WSO2 Support Services Policy for more details on this*)

Resources	:	2 WSO2 consultants
Duration	:	1 week on-site engagement, followed by 1 month of Development Support*
Fee	:	\$ 25,000 (includes T&E)

## 2. Development Support

WSO2 offers Development Support for ESUCC to provide ongoing support following the QuickStart program, and will help your team on any questions that come up during the development phase of the project. Development Support provides you with an on-line support channel in getting you over any development obstacles. Questions could range from coding advice to product customization and fine-tuning.

Products covered:

- Any WSO2 product

Development support scope includes the following services:

- Answering questions related to proper use of the software, including providing coding hints, code reviews and code fragments
- Assisting with product tuning for performance, security and other needs
- Developing proof of concept implementations
- Resolution of issues and creation of patches where appropriate

For all development support issues raised, WSO2 commits to the following service levels:

- Provide 24 hour response to all requests
- Provide services necessary to resolve each request in a timely, best-effort manner

Resources	:	Online support
Minimum Duration	:	100 hours of support spanning across 3 months
Fee	:	US\$ 17,500

### 3. Architecture Reviews

WSO2 recommend that you obtain a 2-day on-site consulting engagement with a WSO2 Architect to review your architecture during the development phase and to conduct any course corrections and verification of the deployment.

Resources : 1 Architect, on-site  
Duration : 2 days  
Fee : \$ 9,000 (includes T&E)

### 4. Development Services

WSO2 recommend that you obtain a minimum of 1 and half months of on-site Development Services to begin with.

During WSO2 development Services, the WSO2 consultants will augment with the ECUSS team during the course of the engagement. The consultant will be dedicated to this project and act as a virtual team member, for the term of the project. Depending on the nature of the engagement and other scheduling constraints, WSO2 may rotate personnel to maximize expertise relevant to the various stages and technologies of the project.

Resources : 1 Consultant, on-site  
Duration : 1.5 month  
Fee : US\$ 39,000 (includes T&E)\*

\*The above effort is estimated based on the available information. We need to do a detail task estimate before the engagement and should there be any change will be duly communicated.

### 5. Production Support

WSO2 provides Production Support to rapidly address issues with running production systems, including problem diagnosis, suggesting temporary workarounds, hotfix/patch development and deployment, and providing access to appropriate Service Packs.

Minimum Deployment for the ECUSS Solution assuming a TPS account of 25 per school is as follows:

- WSO2 IS – 2 Active instances with High Availability: \$40,000

Duration : 1 Year  
Fee : US\$ 40,000\*\* (Charged only for Active instances)

Production Support Services ensure that the system stays robust, and secure, with 24x7x365 online and phone support to promptly and confidentially resolve any issues that arise. The terms of the production support package we offer are defined in the WSO2 Support Services Policy document shared along with this proposal and also as summarized here as follows:

Number of support incidents	Unlimited		
Hours of coverage	24x7x365		
Target response/ resolution times for incidents	<b>Severity Level</b>	<b>Response Time</b>	<b>Resolution Time</b>
	(Severity Level 1)	- 1 hr	- 24 hrs
	(Severity Level 2)	- 4 hrs	- 48 hrs
	(Severity Level 3)	- 8 hrs	- 72 hrs
	(Severity Level 4)	- 24 hrs	- Best effort
Incident submission	Via WSO2 online support portal and phone		

WSO2 commits to maintaining and providing patches for the particular version of the product for up to 3 years unless the customer upgrades to a newer version.

# Nebraska Cloud Learning Environment

## *Project Scoping*

February 23, 2015

## Connection Information

In person at ESU 10, Kearney

Via Zoom:

Computer: <https://esucc.zoom.us/j/253149251>

Smart Device, Zoom application, meeting ID number: 253 149 251

Video Conferencing System: 4.35.64.155##253149251

Telephone: Dial 1 (646) 568-7788, Meeting ID: 253 149 251

## Purpose of the Cloud Learning Environment

DRAFTS:

*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.*

## Purpose of Today's Meeting

1. Explore, refine and validate the deliverable product components of the Nebraska cloud learning environment
2. Establish a framework for coordinated and collaborative work and communication to build the deliverable components
3. Develop technical, professional development, financial (budget) and communications needs.

## Attendees

ESU Administrators (ESUCC Technology Committee) - Bob Uhing, Jon Fisher (DL), Ted DeTurk (DL), Brian Gegg (DL), Wayne Bell

ESUCC Staff - David Ludwig, Scott Isaacson, Gordon Roethemeyer, Deb Hericks

ESU NOC/Technical representatives - Mike Danahy, Wade Gibson, Jordan Clark, BJ Peters, Gary Needham, Shane Gerhardt (DL), Jonathan Becker (DL), Dan Ellsworth (DL), Ben Anthony (DL), Chad Dewester (DL), Nate McClenahan, Brett Haffner, Gary Needham, Mark Hellman

NDE Network, Education and Technology (NEaT) representatives - SuAnn Witt

NDE Data, Research and Evaluation (DRE) representatives - Matt Hastings, Brent Gaswick (DL)

## Agenda (9:00 - 3:30)

Introduction & Agenda Review

Vision (DRAFT - SuAnn, Wade, Jordan, Mike, Scott, Gary, Ben, Ron) *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.*

### [ESUCC Statewide Educational Technology Plan](#)

Overview (12/16/14, presented at January ESUCC Technology Committee)

Scott Isaacson reviewed the Technology Plan. This is a component of all Tech issues that we are currently working on. There is a list of items for discussion at some point in the future.

Learning Object Repository - Scott/Dave have been working with Andrew Schlessinger on contract. They have put together a spec sheet to include everything needed by affiliates that we need in our LOR. The current level of request from Safari would include 1.5 mil to 2.5 mil (without content). Concerns that this would put it out of reach for the state. We will continue to look at what is available to meet our needs. The Panhandle is working with a district that received a contract from Safari outside the statewide license. Dave, Scott and Craig Peterson will be having a meeting with MindShine (Bob Darby). Scott Isaacson had a conversation with Millard Public Schools and they are happy with Safari (works better as a District purchase rather than statewide) Scott figured by using their costs that we should be able to get what we have \$400/bldg. Negotiate pricing statewide but not use statewide. Tech Committee will need to have discussion regarding future of LOR. ESUs needs to communicate with schools that if they are contacted, they need to work with ESUs. Dave and Bob will work on a letter to get out to ESUs to share with their schools. Is the instructional materials world finding materials more open or more closed (do you have to buy their content, or is there more open to continue to buy digital rights and host wherever.) IMAT is currently to trying to figure out what their need is regarding instructional materials. What are teachers using for resources, media, etc? We are to provide cost effective services to schools statewide. Need to look at what our content/subscription is and how it would work with LOR. We need to better define the purpose of LOR. We have a statewide delivery system (it is vendor owned), if we developed ourselves, we can bring content from anywhere just need to maintain delivery system. If you have right system, everyone can add their own content.

Redefine process that we are using. We can't currently share statewide (not feasible). Still have options with Safari - content exchange will be harder to control. Send email out to find out what some options are out there. Do an informal request and then follow up with RFI to gather more information. Safari will know that we are actively looking at other resources.

9:30 Review [LR264 study](#), [Summary PDF](#) Matt Hastings - reviewed the study that took place. The 5 work streams include:

**Leveraged capacity** - Leverage an open-source education data standard, student-level dashboards for teachers, developing the NE Education Data Standard including a single sign on.

**Automated collections** - reduce reporting burden by providing efficiency and automation for data submissions through leveraged secure data infrastructure and support

**Actionable insight** - Targeted resources, once expended on data submission, can be directed to effectively using NE's data system and ensuring privacy and security of the data. The educational insight will include the dashboard, data warehouse, and other longitudinal analysis that would inform policy and practice.

**Sustained support** - Training and Help Desk support around the systems - statewide.

**Instructional systems** - Support an instructional improvement systems to include low cost or free options for school districts to choose applications (app store).

The Appropriation Committee hearing for the NDE Budget is scheduled for March 9. Dave will share info with administrators regarding the hearing.

10:00 Review Components of Nebraska Cloud Learning Environment (Product scope) - Scott reviewed the attached documents.

**Project Scope Elements** - for each area (infrastructure, identity, data and applications)

Product Scope - what features will be delivered when the project/phase is completed

Project Plan - what we need to do to complete the project

Cost Analysis - what the project will cost, and alternative costs

[Identity Management Notes 1/22/15](#)

[Identity Project Scope Working Document](#)

Identity - continuity of services. GNENC has created an LDAP (Single sign-on - CAS/SAML) to include: Moodle, email, YAMS/TUMS, Safari Montage, OverDrive eBooks service, etc.) Student Information systems would feed into the Identity Management Systems (some attributes need to be added)

Domain space needed. nebraskacloud.org is what is suggested for our name space. Move forward with securing domain.

Product -

- Identity Provider Services
- Federation Registry (Phase 2)
- Account Management
- Application Provisioning/Access Control (Phase 2)
- Policy & Operating Procedures Drafting
- Branding & Marketing (Phase 2)

Division of responsibilities

- School level
- ESUs
- Central System Responsibility

[Infrastructure](#) - Group work time to create this document. Purpose, Summary, Next Steps, Product

- Cloud services
- Network Nebraska

[Data](#)

[Applications & Resources](#)

Feedback, revision, validation

Develop project plans (phases of products delivered) for each area

Project management - [projects.esucc.org](http://projects.esucc.org)

Tasks

Time

Resources (Skills Inventory)

Funding

Wrap-up

Feedback on process

Revisions to process

Next actions

Next meeting

# Nebraska Cloud Learning Environment Project

January 6, 2015

The vision “Every Nebraskan educated for success” was developed by the Nebraska legislature’s LB1103 strategic planning process during 2014. To continually improve in areas where technology can support school districts, teachers and students in achieving the goals outlined in the LB1103 report, ESU and NDE technologists have developed technology projects in four key areas.

## Access to Applications & Resources

In order for students and teachers to effectively use applications, content and resources in the classroom, these must be easy to find, access and evaluate. An application portal interface, serving as a convenient launch pad to all available applications, is a central part of the envisioned learning environment. This portal is customizable by district, building, group and user, providing access to statewide as well as local district resources that are appropriate to that user’s needs and options. Applications participating in the portal will include:

- a data dashboard (see below),
- a searchable registry and repositories of learning objects such as videos, documents and activities,
- learning management systems,
- as well as subject- and grade-level specific applications

Applications which require authentication will participate in the single sign-on environment provided by the Nebraska K-12 Identity federation (see below).

## Actionable Data

The Ed-Fi data dashboard will provide administrators and teachers in participating districts the ability to view real-time student performance data aggregated from multiple sources. The system includes customizable metrics which highlight problem areas and provide early warnings so appropriate interventions can be made.

The Ed-Fi Alliance is a partnership of the Michael & Susan Dell foundation with more than 20 states who collaborate on the educational data model and on development of the core data dashboard software. Nebraska and other states make use of the Ed-Fi core software and have developed state-specific extensions based on the needs of school districts here.

## Identity Management/Single Sign-On

The Identity federation authenticates users with the user accounts their district or ESU already uses and provides access to all participating applications and the portal system without requiring separate accounts and account administration for each system. The federation securely provides additional information to applications about users to allow those applications to automatically personalize and enrich each user’s experience.

## Private Cloud Infrastructure

Currently, ESUs and school districts individually host many of their own applications and network services. Cloud services such as Google Apps for Education and others are revolutionizing the way applications and content are provided to students, teachers and administrators. Coordinating resources, efforts and staffing to form the optimal combination of in-state and commercially-provided computing services, districts and ESUs participating in the Nebraska Cloud project will realize improved cost-efficiency while providing applications with greater reliability, scalability and automated backup and disaster recovery. Members may fully manage virtual machine instances for their customized needs without needing to individually purchase and maintain server hardware, as well as participate in group licensing of cooperatively hosted applications.

## 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:

- 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 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.



Cornhusker Plaza, Suite 210  
333 South 13<sup>th</sup> 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.

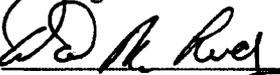
l) *Drug/Alcohol/Tobacco/Weapons Free Workplace.* SAFARI Montage and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on ESUCC, Educational Service 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.

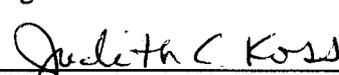
Nebraska Educational Service Unit  
Coordinating Council

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

# 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), aligned to current Nebraska state standards, 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.

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

	<ul style="list-style-type: none"><li>• A base level of content purchased statewide</li><li>• Optional add-on components, priced and available per ESU or per district</li></ul>
<b>Proxy</b>	<ul style="list-style-type: none"><li>• Provides enhanced access control to content on repositories of mixed quality (such as YouTube before YouTube for Schools)</li><li>• Useful where educators would pre-select content for students</li><li>• 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</li></ul>

<b>Security</b>	<ul style="list-style-type: none"><li>● Describe security features incorporated in the product(s)</li><li>● Describe your information security plan, including security quality assurance testing, monitoring and response procedures</li><li>● List all products, including embedded products, in the proposal and their corresponding owning company</li></ul>
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## Network Cost Impact

The overall cost impact on the network of having the Lincoln Diocese as a member should be minimal. This is based on the following:

Bandwidth request comparisons:

<u>ESU/School</u>	<u>2014/15 Request</u>	<u>2015/16 Request</u>	<u>Public Students</u>	<u>Student Avg.</u>
ESU 2 (NNNC)	3,000 Mbps	3,000 Mbps	12,414	.242
ESU 3	-----	5,000 Mbps	77,174	.065
ESU 5	800 Mbps	800 Mbps	5,686	.140
ESU 4 & 6	700 Mbps	800 Mbps	19,259	.041
ESU 9	600 Mbps	700 Mbps	9,617	.073
ESU 10	2,000 Mbps (GNENC)	1,500 Mbps (ESU 10)	30,042	.049
Lex, GI, Kearney	1,200 Mbps	400 Mbps (Lex)	-----	-----
ESU 11	GNENC Member	300 Mbps	5,381	.056
ESU 13	GNENC Member	400 Mbps	14,307	.028
ESU 15	GNENC Member	550 Mbps	3,314	.166
McCook	300 Mbps	-----	-----	-----
ESU 16 + NP	300 Mbps (NP)	600 Mbps	4,280	.140
North Platte	300 Mbps	300 Mbps	-----	-----
LPS	3,000 Mbps	4,000 Mbps	39,034	.102
OPS	2,000 Mbps	2,000 Mbps	51,928	.039
Lincoln Diocese	-----	500 Mbps	7,700	.065

The .5 GB bandwidth request by the Lincoln Diocese on the Network Nebraska backbone will not force an infrastructure upgrade which would be the major concern of adding members. The addition of ESU 3 as well as increases by larger districts will be the major contributors for requiring an infrastructure upgrade.



# Learning Management System Support

March 31, 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-July 1 through June-July 31 each year. (Contract renewable annually, with at most \_\_% price increase?)
- Consideration of contract terms for districts implementing an 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.

Feature	Canvas	Schoology	Blackboard	Moodle
<b>Required</b>				
24x7 system & user support				
PD options & materials available				
Any-device access, minimal plug-ins				
In-school + on-line + asynchronous use				

Drag-and-drop, visual editors -- easy creation and management				
Online help guides				
Master courses & sections w/o duplication				
SIS synchronization - roster, assessment, gradebook				
Customizable course activity notifications				
Exam import & export				
Test banks				
Random question order & selection pools				
Assignment drop box				
Common Cartridge				
LTI				
QTI				
SCORM				
User analytics				

ADA Title II Section 504				
Rehabilitation Act, section 508				
Closed captioning				
<b><i>Preferred</i></b>				
Implementation time - early access				
Threaded discussions				
Whiteboard				
Interactive documents				
Polling				
Interactive content (lab simulations, ...)				
Standards-aligned testing, rubrics, mastery tracking				
Video/web conferencing integration				
Plagiarism detection				
A/V recording				

At-risk notifications				
Communication feed & calendar				
Other interoperability features (not already addressed)				
<b>Technical</b>				
Uptime SLA				
User- and system-level backup				
Multi-site replication				
Software updates - agreed scheduling				
Content rights & extraction				
Source code in escrow				
SAML SP				
Security features				
User, role management				
Information security plan				
Embedded products				

FERPA compliance				
Batch upload/download				
Course import/export				
Course retirement & archiving				
Course enrollment				
Teacher publish/unpublish courses, sections				
Course templates & customization options				
Statewide collaborative groups				
Statistics & auditing				
Report & query				
Management API				
Support staff needed				
Server environment requirements (self-hosted)				
Server environment provided (SaaS)				

<b>Pricing</b>				
Statewide, per-user pricing (annual)				
Cost for options, add-ons				
Cost for support services				
Cost for training				
% cap on annual increases				

**REQUEST FOR PROPOSALS (RFP)**  
**ESUCC**  
**LEARNING MANAGEMENT SYSTEM**

**1. OVERVIEW.** The Educational Service Unit Coordinating Council (ESUCC) is a Nebraska political subdivision tasked with coordinating statewide efforts to provide the most cost-effective services for the students, teachers, and school districts in each educational service unit (ESU). The ESUCC is composed of one administrator from each of the 17 ESUs that provide a statewide network of educational opportunities to approximately 249 school districts and more than 300,000 students. The ESUCC's duties include, but are not limited to: (a) Preparation of strategic plans to assure the cost-efficient and equitable delivery of services across the state; (b) Administration of statewide initiatives and provision of statewide services; and (c) Coordination of distance education. More information about the ESUCC can be found at <http://www.esucc.org>.

**2. SPECIFICATIONS.** The ESUCC is requesting proposals from qualified vendors (Vendor) to provide a learning management system (LMS) for Nebraska school districts and other educational entities. Nebraska has 17 Educational Service Units, serving 245 public K-12 school districts and 307,000 students. Licensing of the LMS will be optional annually on a per-user basis. Proposals must include the following information about the LMS and its abilities to meet the following specifications:

**A. Required Features – Describe your ability to provide the following:**

- i. 24 x 7 vendor-provided support for teachers and system administrators, and procedures to obtain support
- ii. Quality professional development options and materials for teachers, trainers and system administrators
- iii. Anytime, anywhere, any-device access – PCs, tablets, smart phones, without or with minimal plug-in requirements
- iv. Features that support in-school use as well as on-line and asynchronous learning uses
- v. Tools for course development, teaching and learning, such as drag-and-drop content creation and management, visual page editor
- vi. Comprehensive online help pages and guides
- vii. Support for master courses and course sections without duplication
- viii. Synchronization of roster information, assessment and

- grade book entries with student information systems
- ix. Customizable notifications of activity and announcements in courses (e-mail, text, etc.)
- x. Import and export of exam questions
- xi. Test banks (collections of questions)
- xii. Random question order and random question selection pools
- xiii. Internal assignment drop box
- xiv. Interoperability with other systems through IMS Global and other standards such as: Common Cartridge, Learning Tools Interoperability (LTI), Question and Test Interoperability (QTI), Sharable Content Object Reference Model (SCORM)
- xv. User analytics (example: track usage history by individual user)
- xvi. Adherence to the regulations of Title II of the Americans with Disabilities Act and its amendments, as well as to the regulations of Section 504 of the Rehabilitation Act of 1973
- xvii. Adherence to section 508 of the Rehabilitation Act.
- xviii. Integration of, or ability to integrate, closed captioning for video and audio.

**B. Preferred Features – Describe your ability to provide the following:**

- i. Consideration for districts implementing an LMS or in transition from one LMS to another, with ample time provided with access to the system for course development and training ahead of the go-live for that district
- ii. Synchronous and asynchronous collaboration tools such as threaded discussions, whiteboard, interactive documents and polling
- iii. Ability to host a range of interactive content (textual, multimedia, kinesthetic apps and laboratory simulations)
- iv. Standards-aligned testing, assessment rubrics, and mastery tracking
- v. Integration with video or web conferencing applications
- vi. Integration with plagiarism tools
- vii. Audio & video recording capabilities
- viii. Customizable, analytic-driven notification to instructor of delinquent or at-risk students, which may trigger prepared email
- ix. Integrated communication feed and calendar for all courses

**C. Technical Requirements - Describe your ability to provide the following:**

- i. Guaranteed uptime (SaaS options)
- ii. Automated user- and system-level backup and restore features, and system administrator responsibilities and best practices to configure and monitor backup status
- iii. Multi-site replication for high-availability (SaaS options)
- iv. Software updates are scheduled at a mutually agreeable time between the ESUCC and vendor
- v. Rights to content stored in an LMS remain those of the original holders
- vi. Vendor's source code 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
- vii. Support for authentication and authorization of users via Security Assertion Markup Language (SAML), acting as a service provider (SP) in the Nebraska federated single sign-on system. User accounts should be automatically provisioned and configured based on SAML assertion data
- viii. Security features incorporated in the product software and hosting environment (such as encryption), and other processes for protecting data security.
- ix. Features allowing system administrators to manage users' roles and security permissions
- x. Your information security plan, including security quality assurance testing, monitoring and response procedures (SaaS options)
- xi. List all products, including embedded products, in the proposal and their corresponding owning company
- xii. Compliance with FERPA and HIPAA regulations
- xiii. Batch file upload and download (import and export of course files)
- xiv. Course section retirement and archiving features
- xv. Automatic and manual course enrollment processes
- xvi. Teacher control over publishes/unpublished status of course sections for development, reference and archiving
- xvii. Course templates and ability to customize look and feel of courses
- xviii. Ability to create course sections and collaborative groups including teachers and students from multiple ESUs and/or school districts
- xix. Statistics and auditing capabilities, including course and

- user counts, enrollments, activity and error logging
- xx. Reporting and query capabilities for administrators
- xxi. API for management of data, users, courses and other system functions
- xxii. Recommended FTE for system administration and system-wide support
- xxiii. Describe server environment requirements for the system, such as database, application, web servers and load balancing, if ESUCC-hosted
- xxiv. Describe the server environment provided, if vendor-hosted, and how, in the event of contract termination, Nebraska data would be extracted and provided to the ESUCC

**D. Pricing – Describe all of the following cost elements:**

- i. A per-user annual price available to K-12 school districts and Educational Service Units statewide, including all applicable software updates during the period of the agreement
- ii. Licensing costs for any add-on features or third-party software that would be required to meet the requirements outlined in this RFP
- iii. Costs for user-level and system administration support services (help desk)
- iv. Costs (including billable expenses) for providing training recommended in the proposal
- v. Initial pricing serves the period from June 1, 2015 through August 31, 2016, with future year terms running from September 1st through August 31<sup>st</sup> each year.
- vi. Specify the percentage cap on annual increases in software licensing and maintenance fees.

**3. PRESENTATION.** All interested Vendors are invited to make a presentation regarding their LMS to the ESUCC or one of its committees as designated by the ESUCC at a meeting to be held on **(TBD)**, 2015 at \_\_\_\_\_ a.m. at ESUCC, \_\_\_\_\_, \_\_\_\_\_, NE 6\_\_\_\_\_.

**4. PROPOSAL SUBMISSION.** Two (2) copies of the proposal shall be addressed and delivered in a sealed envelope to ESUCC, Attn: Deb Hericks, 6949 South 110th Street, Omaha, NE 68128. Proposals will be received until 2:00 p.m. Central Daylight Time on March 20, 2015. Any bid received after that time and date will not be opened or considered, and will be

returned to the bidder. At a minimum, Proposals shall include the following:

- A.** Information as required by paragraph 2 above;
- B.** Cost of the LMS and any related charges;
- C.** An indication of the Vendor's experience in similar or equivalent projects;
- D.** A list of at least three (3) completed projects of similar size and magnitude;
- E.** References (including contact person, address, and telephone number); and
- F.** Any proposed contract modifications.

**5. IDENTIFICATION OF PROPOSAL.** Proposals shall be submitted in a sealed envelope with the Vendor's name, address, and telephone number clearly marked on the cover. The lower left corner of the sealed envelope should read as follows: "LMS PROPOSAL."

**6. WITHDRAWAL OF PROPOSAL.** A request to withdraw a proposal must be made in writing and filed with the ESUCC prior to the time set for the opening of proposals. No proposal may be withdrawn following the opening of proposals.

**7. OPENING OF PROPOSALS.** Proposals will be opened publicly and simultaneously in the presence of Vendors and/or their representatives beginning at 2:00 p.m. on March 20, 2015, or as soon as possible thereafter, in the Office of Scott Isaacson, ESUCC, 6949 South 110<sup>th</sup> Street, Omaha, Nebraska 68128.

**8. CONTACT WITH BIDDERS.** ESUCC reserves the right to conduct discussions with any or all Vendors for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of the work, delivery schedule, and pricing.

**9. DISQUALIFICATION OF BIDDERS.** Vendors may be disqualified and their proposals disregarded for reasons which include but are not limited to the following:

- A.** The ESUCC has reason to believe that Vendors have engaged in collusion.
- B.** The Vendor being interested in any litigation against the ESUCC or any of its ESUs or their member school districts.
- C.** The Vendor is in arrears on any existing contract or has defaulted on a previous contract.

- D. The Vendor has uncompleted work which, in the judgment of the ESUCC, will prevent or hinder its ability to complete this project, if it were awarded to the Vendor.
- E. The Vendor has not been in business for at least five (5) years.

**10. SELECTION PROCEDURE.** The ESUCC will award a contract to all responsible bidders who meet all of the ESUCC's needs and requirements.

**11. CONTRACT.** The ESUCC will negotiate the terms of an LMS contract with the selected Vendor(s). If an agreement is reached, each Vendor will enter into a written contract and will perform all work pursuant to that contract. **Please see attached. Any proposed changes or modifications to the contract document must be presented in the bidder's proposal.** The Proposal does not constitute an agreement or contract with the ESUCC, and the ESUCC reserves the right to not enter into any agreement with any Vendor.

**12. NON-RESPONSIVE PROPOSALS.** A Vendor that fails to respond to any request for information may be deemed non-responsive and its proposal may not be considered for the award.

**13. NOTICE.** By submitting a proposal, the Vendor agrees to waive any claim it has, or may have, against ESUCC and its employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents or the contract documents; acceptance or rejection of any proposals; and award of the contract.

**14. DEBARMENT.** Submission of a proposal in response to this RFP is certification that you, your company, and any subcontractor is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting proposals to any State or Federal department or agency or any political subdivision of the State of Nebraska.

**15. REJECTION OF PROPOSALS.** ESUCC reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; and (c) to waive formalities and minor irregularities in the proposals received. ESUCC further reserves the right to conduct a pre-award survey of any Vendor under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by ESUCC to be necessary for the successful performance of the contract. ESUCC further reserves the right to cancel or amend this RFP

at any time and will notify all recipients accordingly.

**16. INQUIRIES.** Submit all questions, inquiries, or requests for clarification in writing to Deb Hericks, ESUCC, 6949 South 110<sup>th</sup> Street, Omaha, NE 68128, e-mail: [esuccadmin@esucc.org](mailto:esuccadmin@esucc.org)

LEARN360 2015-16				
ESU	Student count for Schools w/Access*	50% - Total Cost	Remainin 50% divided per student	TOTAL
1	12,434	\$3,500.00	\$2,393.55	\$5,893.55
2				**
3	53,472	\$3,500.00	\$10,293.36	\$13,793.36
4	6,899	\$3,500.00	\$1,328.06	\$4,828.06
5	5,990	\$3,500.00	\$1,153.08	\$4,653.08
6				**
7	14,840	\$3,500.00	\$2,856.70	\$6,356.70
8	12,760	\$3,500.00	\$2,456.30	\$5,956.30
9	10,246	\$3,500.00	\$1,972.36	\$5,472.36
10	31,132	\$3,500.00	\$5,992.91	\$9,492.91
11	4,745	\$3,500.00	\$913.41	\$4,413.41
13	14,837	\$3,500.00	\$2,856.12	\$6,356.12
15	3,887	\$3,500.00	\$748.25	\$4,248.25
16	8,979	\$3,500.00	\$1,728.46	\$5,228.46
17	1,592	\$3,500.00	\$306.46	\$3,806.46
18	39,034	\$3,500.00	\$7,514.05	\$11,014.05
19	51,928	\$3,500.00	\$9,996.14	\$13,496.14
	272,775	\$52,500.00	\$52,509.19	\$105,009.19

Base rate of \$105,000 for up to 280,000 students, then \$0.375 per student over.

\* NDE 2014 Fall Student Enrollment Report

\*\* ESU 2 or 6 could gain access for schools - approx. \$5,500 eac



## **Digital License Agreement LEARN360 Subscription Plan**

This Agreement made **March 26, 2015** between Infobase Learning, 132 West 31st Street, 17th Floor, New York, NY 10001 (“Licensor”) and **Nebraska Educational Service Unit Coordinating Council / ESUCC**, 6949 South 110th Street, Lincoln, NE 68128 (“Licensee”) regarding access to Video Titles and Digital Media content, controlled by Licensor to be made available to Licensee per agreed upon Term on a subscription basis and as set forth in the Terms of Use located at <http://LEARN360.com/UserTerms.aspx>

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

### **Key Definitions**

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

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

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

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

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

**Term and Termination**

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

**Year 1 License (2015-2016 School Year)**

Quantity	Description	Currently Yearly Rate	Subscriber's Rate Per student	Total
	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.375 per student	NA	\$0.375	\$105,000

**Year 2 License (2016-2017 School Year)**

Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Total
	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.40 per student	NA	\$0.40	\$112,000

**Year 3 License (2017-2018 School Year)**

Quantity	Description	Currently Yearly Rate	Subscriber's Rate	Total
	Learn360 License for Nebraska PrK-12 Schools – statewide coverage for up to 280,000 students – additional schools can be added for \$0.425 per student	NA	\$0.425	\$119,000

*The offer set forth in this Agreement shall be open through 06/30/2015.*

The term of this Agreement shall commence on the current expiration date and continue in force through 7/31/2017. Expiration and nonrenewal of subscription will result in immediate termination, whereupon all access of Licensee and Authorized Users to LEARN360 shall cease.

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

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

### **Grant of License**

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

### **Permitted Uses of LEARN360**

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

### **Prohibited Uses of LEARN360**

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

### **Composition of LEARN360**

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

### **Password Protection/License Compliance**

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

### **Disclaimer of Warranties**

LEARN360 is supplied 'as is' and Licensor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, site availability, accuracy of the information contained in the Video Titles and Digital Media, merchantability, or fitness of use for a particular purpose. Licensee's use of LEARN360 is at Licensee's sole risk.

### **Limitation of Liability**

Under no circumstances shall the Licensor, its affiliates or content providers be liable to the Licensee or any other person, including but not limited to Authorized Users, for any special, exemplary, incidental or consequential damages of any character arising out of the inability to use, or the use of, the Video Titles. Irrespective of the cause or form of action, the Licensor's aggregate liability for any claims, losses, or damages arising out of any breach of this License shall in no circumstances exceed the subscription fee paid by the

Licensee to the Licensor under this license in respect of the Subscription Term during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusions of certain damages shall apply regardless of the success or effectiveness of other remedies.

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

**Indemnification**

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

**Trademarks**

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

**Miscellaneous**

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

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

**Licensee / Educational Organization:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Bill To:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Implementation Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Please fax the signed agreement to:*

Attention: Steve Kindel

Fax # **212-313-9443**

P.O.# \_\_\_\_\_

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

**Infobase Learning**

PO Box 26223

New York, NY 10087-6223

**Federal Tax ID: 13-3720604**

## SCHEDULE A LICENSED SCHOOL(S)

*For large school districts please include the list of authorized users in an Excel spreadsheet or expand the form and e-mail to: skindel@learn360.com*

Infobase Learning  
Exhibit A - Licensee School(s) Setup

**All public schools in the state of Nebraska**

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### Customer Support

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

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

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

## NEBRASKA DEPARTMENT OF EDUCATION CONTRACT

This Contract is made by and between the Nebraska Department of Education, hereinafter called "NDE", and

ESUCC,

(Name of Contractor)

(Doing Business As [if using another name])

\_\_\_\_\_, hereinafter called "Contractor".

Address Book Number (ABN)

### The Contractor and NDE agree as follows:

1) **TERM of CONTRACT;** This Contract is in effect from April 3, 2015 or the date signed by both parties, whichever is later, through June 30, 2015 unless otherwise terminated as provided herein.

2) **SCOPE of SERVICES by CONTRACTOR;**

a) **The Contractor is to perform the following specific activities or services:**

Implement and support the single sign on (SSO) and portal systems for the secure and private Nebraska Cloud services.

Specifically, the ESUCC will provide:

- An identity management federation, identity provider, and single sign-on system to connect users at NDE, ESUCC, 9 ADVISER dashboard pilot school districts, 21 ADVISER early adopter districts and the ESUs serving those districts to the Nebraska Cloud portal and ADVISER data dashboard system
- A secured portal system to allow users convenient access to the ADVISER dashboard and future applications participating in the Nebraska Cloud identity and single sign-on system
- Technical and training support for NDE, school districts and ESUs in their implementation and use of the identity and portal services
- Design and implementation documentation of the identity and portal system and plans for future application integrations and statewide scalability.

b) **The specific date(s) and time(s) of activities/services are:**

All deliverables will be completed by June 30, 2015.

c) **The specific location(s) where activities/services are to be performed are:**

Locations vary depending upon the districts involved in completing the work associated with the system, but primarily the infrastructure for the system is managed through the systems made available by the ESUCC and Network Nebraska.

d) **The Contractor supplies the following (state "Nothing" if not applicable):**

All necessary hardware, software and support to implement the system.

e) **The Contractor is to pay the following expenses or compensation to the following individuals or entities (state "NA" if not applicable):**

NA

f) **Miscellaneous terms are (state "None" if not applicable):**

None

- 3) **CONSIDERATION:** NDE agrees to pay the Contractor up to \$ 41,500 \_\_\_\_\_, for services (not including FICA or Workers' Compensation contributions, when applicable) plus expenses of up to \$ 0 \_\_\_\_\_ as stated in 3b.

a) **The method and times of payment (i.e. one payment, installment payments, etc.) are:**

Two payments will be made upon invoice from ESUCC. The first half payment is upon execution of the contract and the final payment is made upon the completion of the scope of work set forth with this contract.

No other expenses are to be paid as part of this contract.

- b) **The Contractor is to be paid the following expenses at the rates specified and not to exceed the total amount stated below (state "not applicable" if appropriate).** Any expenses that NDE will pay through direct billing must be identified separately. *(Although payments for direct-billed expenses are not made directly to the contractor, the amount is to be included in the total of expenses for NDE accounting purposes.)*

NA

- 4) **FICA/EXEMPT STATUS:** (FICA determination may be made by the LCM, or will be made by HR by checking ONE of the following paragraphs. Exempt/Nonexempt determination will be made by HR by checking ONE of the following paragraphs. **Only the paragraph checked applies to this contract.**)

**Employer/Employee Relationship:**

This Contract creates a temporary employer/employee relationship between the Contractor and NDE. Federal law requires that NDE, as employer, make an employer's FICA (Federal Insurance Contribution Act) contribution to the employee's FICA account. To accomplish this contribution, contract payments by NDE to the Contractor are made through the State of Nebraska Central Payroll system. This system deducts Federal Income Tax, State Income Tax, and FICA plus makes the NDE employer contribution to the Contractor's account. The Contractor further agrees that to facilitate this requirement the Contractor will complete any payroll forms required.

- Eligible for overtime compensation for any hours actually worked in excess of 40 in a workweek. Compensation may either be paid at one and one-half times the hourly rate or may be granted as compensatory time off at the rate of one and one-half hours off for each hour worked. **No overtime may be worked without the written approval of the Leadership Council Member.**
- Not eligible to earn overtime.

**Independent Contractor:**

This Contract does not create an employer/employee relationship between the Contractor and NDE. It is the parties' intention that the Contractor be an independent contractor and not an NDE employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, any Nebraska revenue and taxation law, the state workers' compensation law, and the state unemployment insurance law. The Contractor agrees it is a separate and independent enterprise from NDE, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This agreement is not to be construed as creating any joint employment relationship between the Contractor and NDE, and NDE will not be liable for any obligation incurred by the Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

- 5) **BENEFITS:** *(Applicable only if this contract creates a temporary employer/employee relationship per Section 4).*

**Health Insurance:** Contract employees who have a work assignment of at least six months' duration and who work at least twenty (20) hours per week may purchase health insurance through the Nebraska State Insurance Program as provided by law (see Neb.Rev.Stat. §84-1601).

**Workers Compensation:** Contract employees shall be covered under the States Workers Compensation Insurance.

**Retirement:** Contract employees are not eligible to participate in the state retirement programs.

**Vacation and Sick Leave:** Contract employees are not entitled to accrue vacation or sick leave. No leave time is provided by contract employees beyond the terms of the contract, which specifies the employee's work hours

and corresponding salary.

- 6) **STANDARD ADDENDA:** NDE and Contractor agree to comply with the provisions contained in the attachment labeled: "Standard Addenda to NDE Contract". The terms of the attached "Standard Addenda to NDE Contract" are incorporated into this Contract, as if fully set forth herein.

7) **FEDERAL IMMIGRATION VERIFICATION SYSTEM REQUIREMENT:**

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

8) **CITIZENSHIP ATTESTATION (Individuals and Sole Proprietorships):**

1. *The Contractor must complete the United States Citizenship Attestation Form below for this contract to be effective BUT only if the Contractor is an individual or sole proprietorship.*
2. *If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide to NDE the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Receipt of this documentation is required for this contract to be effective.*

*The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.*

### **United States Citizenship Attestation Form**

*For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:*

*\_\_\_ I am a citizen of the United States.*

**— OR —**

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

***I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.***

***(Note: The Contractor's signature on this contract also serves as the signature for the United States Citizenship Attestation Form, when applicable.)***

**9) SIGNATURES OF THE PARTIES TO THIS CONTRACT:** This agreement is valid only when signed by both Contractor and NDE, including the Commissioner/Deputy Commissioner when required.

\_\_\_\_\_  
Print Name of Contractor

\_\_\_\_\_  
Contractor Signature  
*(And title if contractor is other than an individual)*

\_\_\_\_\_  
NDE Leadership Council Member (LCM) Signature

\_\_\_\_\_  
Contractor Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner/Deputy Commissioner Signature  
*(Required for all contracts \$10,000 or more)*

\_\_\_\_\_  
Date

The maximum amount of this contract is \$ 41,500. This includes a contract amount of \$0, a FICA contribution of \$ 0, a Workers' Compensation contribution of \$ 0, and as stated in 3b, expenses of \$ 0.

ACCOUNT CODE	IF APPLICABLE			AMOUNT	DATE TO ISSUE PO
	SUBLEDGER				
BUSINESS UNIT.OBJECT CODE	SUBSIDIARY	#	TP		Upon receipt of an invoice
1345 7044 . 543300		35209	U	25,000	↓ U
1345 7044 . 543301		35209	U	16,500	↓ 4-1-15

## STANDARD ADDENDA TO NDE CONTRACT

- I. Work Paid by Other Public Funds. The Contractor agrees that the contract work to be performed shall not be performed on time that is paid for by other public (i.e. any government) funds.
- II. Access to Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by NDE under this Contract. The Contractor agrees to allow free access at reasonable times by authorized representatives of NDE and the funding Federal Agency and United States Comptroller General, if appropriate, to all records generated and/or maintained as a result of this Contract. Such access to records by the above shall continue beyond termination of this Contract for a period of three (3) years.
- III. Non-discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex. This provision shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, layoff termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under Contract.
 

If the contractor is entering into a contract with NDE for operation of any educational program or activity that is authorized or extended by the United State Department of Education, contractor shall comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), regarding the prohibition of the following: the exclusion of any person from participation in, denying the benefits of, or subjection to discrimination in any such program or activity on the basis of sex.
- IV. Americans with Disabilities Act. The contractor shall comply with the Americans with Disabilities Act (29 CFR 1601, 28 CFR 35), as applicable.
- V. Drug-Free Workplace. The Contractor certifies that (s)he operates a drug-free workplace and during the terms of this Contract will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.
- VI. Debarment/Suspension Certification. (This certification is only applicable to federally funded contracts for amounts of \$25,000 or greater.) The Contractor certifies, by signature on this Contract, that neither it nor its principals is presently debarred, suspended, recommended for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Contractor is unable to certify to any of the statements in this certification, the Contractor will attach an explanation to this Contract (Reference 34 CFR Part 85, Appendix B).
- VII. Technology Access. All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, for the state of Nebraska will comply with the Nebraska Technology Access Standards adopted pursuant to *Nebraska Revised Statute* section 73-205. These Standards are available for viewing at NDE and on the Web at <http://nitc.ne.gov/standards/2-201.html>, and are incorporated into this contract as if fully set forth therein.
- VIII. Product Ownership. The Contractor agrees that no authority or information gained through the existence of and performance under this Contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by the Contract. The Contractor further agrees that anything produced, developed, prepared, or created under the terms of this Contract shall become the property of NDE.
- IX. Presentation/Workshop Requirements. The following provisions apply to contracts in which the contractor makes a presentation or conducts a workshop.
  - a) The contractor will provide copies of all materials used in the workshop to staff in advance of, or immediately following, the workshop. In the case of copyrighted materials, the contractor must clearly identify the materials that are copyrighted and specify conditions/limitations of distribution.

- b) The contractor gives permission to NDE to videotape all presentations. Subsequent use of the videotape by NDE will only be for quality control and archive purposes and not for future training activities, unless specifically provided for elsewhere in this agreement.
- c) The contractor and/or speakers will clearly distinguish their personal opinions from NDE positions.

- X. Copyright. NDE retains the right to copyright any materials produced under this Contract unless otherwise provided in this Contract. If the contract is federally funded, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under the contract, and (b) Any rights of copyright to which NDE purchases ownership with federal funding support.
- XI. Confidentiality. The Contractor agrees that any and all information gathered in the performance of this Contract, either independently or through NDE, shall be held in the strictest confidence and shall be released to no one other than to NDE without prior written authorization of NDE. Only provisions contained in this Contract authorizing specific exceptions to this general confidentiality provision shall allow the Contractor to release information as provided.
- XII. Subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of NDE.
- XIII. Workers Compensation. If a contractor has employees or subcontractors, the Contractor will attach a copy of the Certificate of Insurance for Worker's Compensation or the waiver permitted by §48-115 RRS 1993.
- XIV. Contractor Indirect or F&A Costs. Contractors, who have an approved indirect cost rate or Facilities and Administration cost rate(s), must record as direct costs their costs paid from the proceeds of this contract, excluding proceeds for Indirect or F&A Costs. Reference Federal the applicable Federal OMB Circular.
- XV. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written authorization of NDE.
- XVI. Amendment. This Contract may be amended at any time in writing upon the agreement of both parties.
- XVII. Cancellation. Except as otherwise provided herein, this Contract may be canceled by either party with thirty (30) days written notice. Settlement for such cancellation shall be negotiated between the parties based upon specified deliverables completed by the Contractor and accepted and usable by NDE. Settlement shall be based on the date of termination notice if the Contractor initiates termination or the identifiable percentage effort expended by the Contractor if NDE initiates termination.

Contracts that create an employer-employee relationship may be cancelled immediately by NDE in the event that: (a) NDE determines that the results of any background checks reveal information about the contractor that NDE determines is an unacceptable result for the continuation of the employment relationship; (b) NDE determines that the contractor engaged in any behavior or activity that is cause for termination of employment under the NDE Personnel Rules; or (c) NDE determines that the contractor has failed to perform satisfactorily.

- XVIII. Breach of Contract. If the Contractor breaches this Contract, NDE may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. NDE shall pay the Contractor only for such performance as has been properly completed and is of use to NDE. NDE may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein at Paragraph 3 of this contract. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

- XIX. Unavailability of Funding. Due to possible future reductions in State and/or Federal funds, NDE cannot guarantee the continued availability of funding of this Contract notwithstanding the consideration stated above. In the event funds to finance this Contract become unavailable, either in full or in part, due to such reductions, NDE may terminate the Contract or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). NDE shall be the final authority as to the availability of funds. The effective date of such Contract termination or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, the Contractor may cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice to NDE.
- XX. Governing Law. This contract is governed by and subject to the laws of the State of Nebraska.
- XXI. Proprietary Information. The contents of this contract, and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information when the contract is executed. Per Neb. Rev. Stat. §84-602.02(3)(a), beginning July 1, 2014, a copy of all state contracts active on or after January 1, 2014 that are the basis for an expenditure of state funds will be publicly available on a web site maintained by the Nebraska Department of Administrative Services. The web site data base will also include any amendments to such contracts and any documents incorporated by reference in such contracts. The web site will also contain a data base that includes copies of all expired contracts which were previously included in the data base of active contracts. If the contractor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All information in this contract that the contractor believes constitutes proprietary information that it wishes to have withhold from the public must be described in writing together with the basis for that belief and submitted to NDE prior to the time this contract is executed. Contractors may not have the entire contract deemed as proprietary. Contract amounts are not proprietary information. Failure of the contractor to follow these instructions regarding proprietary information may result in the information being viewed by other businesses and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other proprietary and commercial information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, contractors submitting a written statement that information is proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although an effort may be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.
- XXII. If the contract does **not** establish an employer/employee relationship and the Contractor is a non resident of the State of Nebraska and is maintaining an office or transacting business within Nebraska and is to receive a monetary consideration beyond expenses or multiple monetary considerations, totaling more than \$600, the contractor must obtain a W-4NA form from NDE. The contractor must complete the W-4NA form, and submit the form with their invoice. If the contract specifies multiple payments are to be made to the contractor, a W-4 NA form must be submitted with each invoice and request for payment.



## Committee Report

**PROJECT NAME:** IMat

**PROJECT DIRECTOR:** Rhonda Eis

**REPORT PERIOD:** April 7, 2015

### **COMMITTEE REPORT:**

The IMat affiliate group met on March 19<sup>th</sup> at ESU #11 in Holdrege, NE.

The group worked on defining the IMat Vision, Commitments and Action Plan and put together a draft copy. Affiliate members will review in April. It will be ready to submit for approval at the May ESUCC Technology Committee meeting.

### **Special Projects**

Motion passed: Use special project funds up to the budgeted amount to purchase developmental hours for front end single sign on and portal system for the ESUCC proposal while pursuing matching funds.

Yes: ESUs 1,3,5,6,7,10,11,13,15,16,17,18,19

No: ESU 9

Absent: ESU 4

Not participating in Special Projects: ESU 2 and ESU 6

Discussion: \$4,500 per service unit budgeted for special projects. Scott already has a proposal from a vendor of the IlliniCloud for Single Sign On + Portal. The consensus was to use the 2014-15 special projects fund for the development hours with future funds (2015-16) to be applied to content purchases for the LOR, potentially eBooks or other resources.

### **Media on Demand - Online Subscription Services**

Motion passed: Move forward with Learn 360 for 2015-16 school year.

Yes: ESUs 1,3,5,7,8,9,10,13,15,16,17,18,19

No: ESU 11

Absent: ESU 4

Discussion: Cost for 2015-16 is \$105,000. Consensus of the group was to continue to provide Learn360, a familiar and consistent service. Prior to the meeting IMat members evaluated online service providers for content with a 60-day trial accounts. RFI was sent to all but Safari Montage due to the ongoing statewide pricing negotiations. Vendors included: Learn360, Safari Montage, Discovery Education, and New Dimension Media CCC! Streaming.

### **New Acquisitions (Spring Buy)**

IMat evaluated titles from seven vendors with voting for purchase recommendations taking place online March 30-April 2. ESUs 1,3,5,7,8,9,10,11,13,15,16,17,18,19 are participating in the 2014-15 New Acquisitions purchases. The final list titles will be available for the May meeting.

ESUs - Voted: ESU 3,5,7,9,10,11,13,15,16,17,18,19

ESUs - Absent or Abstain: ESUs 1,8

ESUs - Not participating: ESUs 2,4,6

Passing:

Visual Learning (9-Yes; 3-No; 2-Absent/Abstain) - \$7,650 total (\$547 per ESU)

Disney Educational (10-Yes; 2-No; 2-Absent/Abstain)- \$15,000 total (\$1,071 per ESU)

Re-vote needed: (7-Yes; 5-No; 2-Absent/Abstain) Human Relations Media

Not passing (6 or less "yes" votes):

Landmark Media

Ambrose Video

Mazzarella Media

Weston Woods

### **Nebraska Titles Collection**

There are 147 Nebraska licensed titles expiring on August 31, 2015. IMat representative have been provided a list of those titles. The DVD copies of these titles can continued to be circulated and used. Any digital copies must be deleted from computers and servers. Starting September 1, 2015, we will have digital rights licensed for 648 titles not including any new purchases made this year. Below is a count of titles by license expiration date:

234 titles - Lifetime rights

28 titles - Expires August 2020

46 titles - Expires August 2019

98 titles - Expires August 2018

122 titles - Expires August 2017

120 titles - Expires August 2016

### **Future IMAT meeting dates**

Tentative: September 3, 2015 - Previews - LPS District Building, Lincoln

September 4, 2015 - LPS District Building, Lincoln

November 13, 2015 - ESU 3, LaVista

January 28, 2016 - DL

March 17, 2016

### **2015-16 Chair and Recorder**

Molly Aschoff - Chair

Becky Lezotte - Recorder

**Next year** - Group want to look at revising the preview schedule and types of learning objects previewed. They also want to continue discussions on license terms of product possible considering a la cart method with annual renewal. DL discussion on future plans - date and time TBD.

# Technology Committee Update

*Scott Isaacson*

April 7, 2015

## Statewide Technology Plan

### Cloud Learning Environment

Work is progressing on the identity and portal systems, but both need more work time to progress at a reasonable rate to meet needs and expectations. Both systems are open source software, and need some study and knowledge transfer to understand and make them operational in Nebraska. The Unicon proposal on today's agenda reflects the most experienced and most cost-effective professional services to assist us in bringing the system into production and ensuring sustainable support over time. Design work continues on the multi-data center infrastructure proposal and will be brought back after completion and review.

### IlliniCloud

We continue weekly conversations with the IlliniCloud leadership and that has begun to involve other states and school systems (Minnesota TIES & Clark County, NV). There is possible interest in collaborating on systems such as SRS and COOP purchasing.

### LOR

Some ESUs have received price quotes for ongoing Safari updates and support for \$1/student annually and a K-12 content package available for an additional \$1.60/student. This pricing is available statewide, with the understanding that we would be accepting the Safari Montage system stock software, without any custom development for Nebraska. My recommendation is that we maintain Safari only in the locations where it is in use and needed by districts, and conserve resources for a more sustainable long-term solution. At the recent IMat meeting, many ESUs indicated that they have an alternate solution available or in place already. I propose to assess needs with ESUs implement a temporary system in the summer of 2015 such as Kaltura, Matterhorn or similar for basic repository and streaming capabilities if needed until a more permanent system is available. We had a meeting with Gary Targoff from NET regarding the PBS LOR solution. It would provide content, indexing and streaming capabilities, but would need development to provide for receiving and sharing user-uploaded content. We also attended a presentation of the Illinois Shared Learning Environment (ISLE) system, which provides indexing capabilities and is open source.

### LMS

After consultation with Steve Williams, it was concluded that a formal RFP is not needed because we are not attempting to select 1 vendor, but rather just to negotiate statewide pricing with 4 vendors: Blackboard, Canvas, Moodle (hosted) and Schoology. We have

opened dialog with vendors and are awaiting their responses. These systems would be offered through the COOP purchasing catalog mechanism.

### **ADVISER Ed-Fi Dashboard**

PowerSchool pilot districts are scheduled to have live data in the staging environment for validation in April. Infinite Campus districts are scheduled to be live in late April or May. The next wave of 20 early adopter districts have been notified along with their partner ESUs and are beginning their planning. They are scheduled to go live on the dashboard system in December 2015. A support team involving ESUs, ESUCC, and NDE continues to meet every 2 weeks currently to develop and discuss support procedures for the ADVISER system.

### **SRS**

Dave, Wade Fruhling, Mike Danahy and I met in March to plan the transition and begin to examine the design of the system and its data structures. Mike has used personal time to begin orienting himself with the system and work with us to plan the transition when he joins our staff in July.

### **NVIS**

Dave, Gordon and I met with Ron and Nate from ESU 10 to draft specifications for a contract with the Wisconsin Technology Initiative for their potential use of the system. This is being reviewed by Steve Williams.

