

Technology Committee Meeting
Wednesday, October 14, 2015 1:00 PM
Country Inn & Suites 5353 N 27th St Lincoln,
NE, 68521
6949 South 110th Street
LaVista, NE 68128

1. Call to Order
2. Roll call
3. Agenda Item
Chair of Committee
 - 3.1. Tech Plan
 - 3.1.1. Progress Update
Committee Chair - Deturk
 - 3.1.2. Single Sign On Update
Committee Chair - Deturk
 - 3.1.3. LMS Update
Committee Chair - Deturk
 - 3.2. Approve contract for Server Hardware through the NDE/ESUCC MOU
Committee Chair - Deturk
 - 3.3. Approve the purchase of server hardware through the NDE/ESUCC MOU
Committee Chair - Deturk
 - 3.4. Annual NVIS Agreement
Committee Chair - Deturk
 - 3.5. Storage System from IllniCloud
Committee Chair - Deturk
 - 3.6. BrightBytes - Service Agencies Contract
Committee Chair - Deturk
 - 3.7. NITC Updated Action Plans
Committee Chair - Deturk
 - 3.8. Staff Reports
Chair of Committee
 - 3.8.1. Scott Isaacson
Scott Isaacson
 - 3.8.2. Beth Kabes
Beth Kabes
 - 3.8.3. Rhonda Eis
Rhonda Eis
4. Next Meeting Agenda Items

5. Executive Session

6. Adjournment

NEBRASKA DEPARTMENT OF EDUCATION CONTRACT

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

ESU Coordinating Council
(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 September 20, 2015 or the date signed by both parties, whichever is later, through September 19, 2016 unless otherwise terminated as provided herein.

- 2) **SCOPE of SERVICES by CONTRACTOR:**
 - a) **The Contractor is to perform the following specific activities or services:**
 - 1) Provide a secure virtual network hosting environment for the ADVISER dashboard and related technologies to be used by Nebraska schools and ESU's.

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

All deliverables will be completed by September 19, 2016.

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

Through use of the secure network and facilities at the University of Nebraska, Nebraska Hall and other appropriately secure locations for hosting server space and equipment necessary.

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

Technical expertise and experience in managing virtual network and space to meet the space requirements of at least the following:

 - 10 Gigabyte Ethernet Switch
 - 4 24 core, 192 GB RAM servers
 - 1 24 TB iSCSI SAN (RAID 10)
 - 10 4 TB drives to support off site backup capabilities
 - Appropriate software licenses for supporting the systems
 - And other industry standard appropriate. Receptacles, cables, and security systems to ensure consistent uptime and redundancy for the districts and ESU's using

 - 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 \$ 112,340 _____, for services (not including FICA or Workers' Compensation contributions, when applicable) **plus** expenses of up to \$ 0 _____ as stated in 3b.

\$ 0 as stated in 3b.

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

One payment upon invoice.

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.

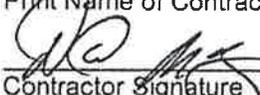
I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

(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.

David M Ludwig

 Print Name of Contractor



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

6949 So. 110th Street

 Contractor Address

LaVist, NE 68123

9-23-15

 Date



 NDE Leadership Council Member (LCM) Signature

9-23-15

 Date



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

9-23-2015

 Date

The maximum amount of this contract is \$ 112,340 _____. 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		
13457056. CONTRACT			U	\$112,340	Upon receipt of an invoice

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.

Server Infrastructure Recommended Purchase

Comparison of Quotes Received

For Action of the ESUCC Board, October 15, 2015

RFQ Document sent to:

CDW-G (Matt Blake)

MNJ Technologies (Christy Barnes) (no response)

SoftChoice (Acxer Way)

JourneyEd (Christine McConnell)

Works Computing (Marcia Werner)

Dell (Johnny Rodriguez)

Integration Partners (Todd Petersen)

1. 220 volt, rack switched power distribution unit (quantity 2)

vertical installation in rack

30A, 220/240V input, 10-foot cord with L6-30P input plug

remote network management

20 or more IEC320 C13 switched receptacles

Responses

CDW-G: Tripp-Lite PDUMV30HVNET 2 x \$592.78 = \$1,185.56 (Low Bid)

Dell: A7088730 = \$1,715.68

Amazon: Tripp-Lite PDUMVH30NET 2 x \$630.41 = \$1,260.82

2. 10Gb Ethernet Switch (quantity 1)

rack-mountable, 1 RU form factor

24 or more SFP+ ports

Layer 2 & 3 switching capabilities

dual/redundant AC power supplies

remote management CLI (SSH)

40GbE capability

Responses:

Works Computing: HP FF 5900CP-48XG-4QSFP+ Switch = \$15,722.69

Dell: Dell N4032F, 24-port 10GbE SFP+ = \$10,000.04* (Poor past experience with Dell switches)

Integration Partners: Arista 7150-S24 24-port 10GbE SFP+ = \$12,700.30 (Network Nebraska standard)

3. Rack-mounted server systems (quantity 4)

1 or 2 RU form factor

2 or more physical CPUs

6 or more cores per physical CPU and hyper-threading to yield 24 or more virtual cores

192GB RAM

RAID 1 hard disk configuration with 2TB or more usable disk space

Virtualization support -- Hyper-V, VMware, etc.

Dual/redundant AC power supplies

Out-of-band management interface - remote console and power management

3-year on-site hardware service plan (Lincoln, NE data center)

Sliding rails for rack mounting & ease of maintenance

Responses:

CDW-G: 4 x Lenovo ThinkServer RD650 70D0 Intel Xeon E5-2630V3 (8 core, 16 thread x 2), 256G RAM = \$30,698.52 (Low Bid, Exceeds specs)

Works Computing: 4 x HP DL360 Gen9 8SFF CTO Intel Xeon E5-2640V3 (8 core, 16 thread x 2), 192G RAM = \$36,835.12

Dell: R630 210-ACXS Intel Xeon E5-2630v3 (8 core, 16 thread x 2), 192G RAM = \$39,933.28

Dell: PowerEdge FX2 w/4 FC630 Intel Xeon E5-2630v3 (8 core, 16 thread x 2), 192G RAM = \$34,353.90

SoftChoice: Cisco UCS-SPL-C220M4-B1 Intel Xeon E5-2609 v3 (6 core, 6 thread x 2), 64G RAM, 1 year maintenance = \$30,456.00 ** Did not meet specs **

4. iSCSI SAN (quantity 1)

rack-mountable, 4 or less RU form factor

iSCSI and CIFS/SMB protocol support

Storage optimization options - RAID, compression, deduplication

24 TB or more usable disk space

read- and write- caching for increased performance

2 or more 1 Gb Ethernet interfaces

1 or more 10Gb Ethernet SFP+ interface(s)

in-band and/or out-of-band remote management

3-year remote software support plan

3-year on-site hardware service plan

Responses:

CDW-G: Lenovo Storwize V3700 LFF = \$18,991.60

Works Computing: 3-PAR 8200 = \$41,340.25

Works Computing: HP MSA 2040 ES SAN = \$23,094.61

Dell: SC4020i = \$37,409.42

iXSystems: TrueNAS Z20 = \$21,756.00

Thinkmate: NexentaStor RAX-NX XS8-2260 = \$24,200.40 (More flexible and economical expansion, while lower-priced units are maxed out at 24TB. Nexenta is used by 2 ESUs currently)

5. SATA Hard Drives (quantity 10) - not needed at this time, will purchase in future if needed

3.5-inch SATA 6Gb/second interface
7200 RPM or faster spindle speed
server or storage grade

Responses:

CDW-G: 10 x Lenovo 4TB SAS HD 4XB0F28635 = \$2,378.00

Dell: 10 x 400-AEGG 2TB SATA = \$2,463.90

6. Microsoft Windows Server Data Center 2012 licenses (quantity 9)

Microsoft SKU: P71-07853

Responses:

Softchoice: \$10,669.50 (Low Bid)

JourneyEd: \$10,754.82

DoIT: \$10,781.73

7. Microsoft SQL Server 2012 Enterprise 2-core licenses (quantity 8)

Microsoft SKU: 7JQ-00783

Responses:

Softchoice: \$21,179.04 (Low bid)

JourneyEd: \$21,348.40

DoIT: \$21,401.76

8. Microsoft SQL 2012 Developer licenses (quantity 25)

Microsoft SKU: E32-01182

Responses:

Softchoice: \$185.50 (Same vendor bid low on other software licenses, more efficient to purchase from same source)

JourneyEd: \$176.50

DoIT: \$177.00

9. Electrical upgrade to 220V for 2nd equipment rack at the Nebraska Hall data center, quoted by Greg Gray at \$350. This is a sole-source item.

Total Purchase: \$100,818.82

All Funds Provided by NDE Contract

AGREEMENT FOR Distance Education Course Clearinghouse

THIS AGREEMENT is entered into by and between the Nebraska ESU Coordinating Council ("ESUCC"), and Educational Service Unit 10 ("Contractor").

In consideration of mutual covenants, the parties agree as follows:

- 1. Scope of the Contract.** The Contractor shall provide to the ESUCC the goods and/or services as defined in **Exhibit A** which is attached hereto and incorporated herein by this reference.
- 2. Payment Terms/Payment Schedule.** The ESUCC shall pay for services rendered and for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference.
- 3. Term.**

This Agreement is effective on the 1st day of September, 2015 ("Effective Date") and shall continue until 12:00 midnight (CST) on the 31st day of August, 2016, unless terminated earlier as provided by this Agreement or by law.
- 4. Governing Law; Designation of Forum.** 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 Douglas County, Nebraska.
- 5. Termination.**
 - A.** The 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. The ESUCC shall notify the Contractor as soon as practicable if funds to meet the ESUCC's obligations become unavailable. The determination of the ESUCC as to the insufficiency of funds is conclusive.

- B. 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.
- C. 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.
- D. The ESUCC may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
 - (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;
 - (4) Suffers or permits the appointment of a receiver for its business or assets;
 - (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The ESUCC may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
- F. The parties may terminate this Agreement without cause by mutual written consent.
- G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the ESUCC all papers, materials and other property of the ESUCC then in its possession,

including but not limited to all work in progress as is appropriate in its then existing form to the ESUCC.

6. Indemnification.

- A. The Contractor hereby waives and agrees to indemnify and save harmless the ESUCC and its officials, agents, employees, and volunteers (hereinafter collectively referred to as “Indemnities”), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the ESUCC in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor’s obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

7. Insurance. Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if

- applicable), with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence.
- B. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per person and \$5,000,000 per occurrence.
 - C. Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible is subject to approval by the ESUCC.
 - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage Less than an "A-" rating must be approved by the ESUCC. The policies shall be in form and terms approved by the ESUCC.
 - 3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned ESUCC representative.
 - 4) The Contractor shall furnish a certificate of insurance to the undersigned ESUCC representative prior to commencement of this Agreement.
 - 5) Failure to provide insurance as required in this agreement is a material breach of contract entitling the ESUCC to terminate this Agreement immediately.
- 8. Public Records.** The Contractor acknowledges that the 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.

9. **Publicity.** The ESUCC does not endorse the goods or services of the Contractor. Except for listing the ESUCC as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the ESUCC.
10. **Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on ESUCC premises or at ESUCC related functions. The Contractor and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on ESUCC property or at ESUCC related functions. The Contractor and all Subcontractors, if any, also shall adhere to all ESUCC's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on ESUCC premises or at ESUCC related functions. Failure to comply with this provision may be considered a material breach. The ESUCC may suspend or terminate the Contractor, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.
11. **Nondiscrimination.** The Contractor and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
12. **Independent Contractor.** Contractor is an independent contractor under this contract and is not an ESUCC employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
13. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor

employs or contracts with any Subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the Subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

14. **Taxpayer Identification.** Contractor's federal employer identification number is: _____.
15. **Sales Tax.** The ESUCC is exempt from sales tax and shall not pay any sales tax under this Agreement. The ESUCC will provide the Contractor with applicable sales tax exemption certificates upon written request.
16. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

ESUCC: ESUCC

Attn: David M. Ludwig
6949 South 110th Street
Omaha, NE 68128

With copy to:

Steve Williams, Legal Counsel
Harding & Shultz, P.C., L.L.O.
P.O. Box 82028
Lincoln, NE 68501-2028

Contractor: Dr. Wayne A. Bell
Educational Service Unit 10
PO Box 850
Kearney, NE 68848-0850

Notice is effective only if the party giving the Notice has complied with this section.

- 17. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 18. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 19. Waivers.**

 - A. The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced.
 - B. No failure or delay:
(1) In exercising any right or remedy, **or**
(2) In requiring the satisfaction of any condition under this Agreement, **and**
(3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
 - C. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
- 20. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

- 21. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 22. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the ESUCC, such failure or delay is caused by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 23. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the ESUCC.
- 24. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the ESUCC.

25. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.
26. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
27. **Rights and Remedies Cumulative.** Any enumeration of the ESUCC's rights and remedies set forth in this Agreement is not exhaustive. The ESUCC's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the ESUCC's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
28. **Time is of the Essence.** Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.
29. **Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
30. **Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
31. **Warranties and Maintenance.** The Contractor shall provide to the District the warranties and maintenance as set forth in **Exhibit E**.

32. Attachments. Attachments to this Agreement include the following:

- Exhibit A – Scope of Good or Services to be provided to ESUCC
- Exhibit B – Payment Terms & Schedule

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

ESUCC

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO ESUCC

ESU 10 will provide software development services, testing and installation of enhancements to existing NVIS software as specified in this exhibit.

System administration-level support for up to 3 named contacts of the ESUCC for problem resolution.

ESU 10 developer(s) will publish all source code into a code repository as designated by the ESUCC Technology Director.

The specific software enhancements are detailed here:

1. Single Sign-On SAML 2.0 (\$2,720)
 - Set up SAML 2.0 authentication
 - Allow current logins and SAML authentications
 - Map existing user accounts by e-mail address
 - Allow for SAML users to have permissions managed via regular NVIS channels

2. Additional Role Information for accounts (\$255)
 - Under Account Management, add a Role column that shows whether the account holder is a principal, teacher, superintendent, etc.
 - This is not the position, but rather a role. Something that can be specified at account creation or other time. This would manifest itself also in the account details and the management of accounts.

3. Sorting by Verified (\$510)
 - Add the ability to sort under Verify Enrollment by Course sections that have not been verified. This would be added to the course list and verification page.

4. Semester information enhancements (\$255)
 - Add a semester selection to the course management so that it picks some generic dates based on the semester chosen.
 - Add semester into course search options. (fall, spring, full year)
 - When verifying the term NVIS says “Attended Entire 1st Semester of Course” which is confusing. Please change to “Attended Entire Semester (for dates shown for this section)”

5. Update for 2016 DEU report (\$510)
 - Ensure that the DEU report calculates all Distance Education Units based on statute.
 - Also work on making this report run faster.

6. Fix Entity Dropdowns which are hard to navigate (\$170)
 - Problem: There are so many entities listed in NVIS that do not exchange DL courses or can even claim incentives. It sometimes becomes tedious to search through drop lists that list every entity. Can we streamline this and deactivate the elementary schools, pre-schools and parochial schools? The caveat with doing this will be that elementary teachers that subscribe to the VFT database would not be able to find their school listed. Is there a work around? Could the full list appear in some portions of NVIS but not in others? Or, could the default for elementary schools be inactive but if a teacher enters their elementary school name it would then activate that school?
 - Solution: Implement comboboxes to enable searching and selection in one box and thus eliminating the problem described below. This would be done everywhere there currently is a dropdown list for all schools.

7. Add a column for ESU in the codec list (\$85)
 - Add a new column to the codec management page (<http://nvis.esucc.org/CodecList.aspx>) for ESU that is sortable to facilitate easier management.

8. Add ESU Techs as options for tech contact for a codec (\$170)
 - For some schools, the Technical Contact may be the ESU person. The drop down menu currently only has district persons available in the drop down.
 - Add all people in the school's ESU that hold the tech position as additional options for a tech contact for the codec.
9. Add School CDN to the entity details (\$340)
 - Add this to the Entity information and allow editing for only site admins (Beth, SuAnn, ESU 10 developers)
10. Email Notifications to ESU DL Coordinators of new announcements (\$255)
 - When a new announcement is posted, the system should send an e-mail to ESU DL administrators.
11. Import Virtual Field Trip (VFT) Subscribers (\$680)
 - Develop template spreadsheet for schools to add staff names and e-mail addresses
 - Add the capability to import the template spreadsheets into NVIS
 - Upon import, NVIS should send a verification e-mail to each user introducing them to the system containing an opt-in link and explaining how they may manage their e-mail subscription.
 - Add the capability for the user to verify (opt-in) and update their account registration.
 - Add a report of which imported accounts were verified and not verified
12. Send e-mail to VFT subscribers (\$255)
 - Allow sending e-mail messages based on role, subject or grade
 - Add the following as options within the "subjects" field: Administration, Guidance Counselor, Health Science, Athletic Directors, and SPED
 - evaluate deleting "Other" as a subject area
13. Include an expiration date for VFTs (\$170)
 - Add publish and remove dates to VFTs
 - Add the NVIS capability to display and hide VFTs based on those dates automatically

14. Add Cost Description field for VFTs (\$85)
 - Add a text field that will allow more detailed explanation of cost.
 - This is in addition to the numeric cost field, which will remain in place.
15. Add search for VFT by Provider (\$85)
 - Add a drop-down menu search option that selects a provider.
16. Add ability to duplicate VFT events (\$340)
 - Add this ability in the provider area (similar to what is done with class sections already)
17. Selection filter for VFT e-mail (\$255)
 - When scheduling an e-mail notification for a VFT on the Virtual Field Trip Notice page, allow additional filtering/narrowing of recipients based on subject area and grade levels. (In addition to ESU, which is currently available)
18. Additional custom text added to VFT e-mail notification (\$255)
 - Add a field into the VFT notification to support additional text, which is added to the e-mail notification.
19. Remove VFT subscribe link for those already subscribed (\$85)
 - For logged on users already subscribed to VFT e-mail, remove the subscribe link
 - For users who begin the subscribe process while not logged in, verify that they are not already subscribed.

Total Cost: \$7,480

EXHIBIT “B”

1. Payment Terms/ Payment Schedule

- A. The ESUCC will pay for the goods and/or services identified in Exhibit A and provided by Contractor upon completion, delivery and acceptance of work.
- B. The ESUCC agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that services have been accepted by the ESUCC as hereinafter provided.
- C. The procedure for billing and payment for services or products and deliverables shall be as specified in this exhibit.

2. Acceptance of Services or Products:

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in the RFP, the time specified in a purchase order issued by the ESUCC, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the ESUCC (“Delivery Notice”).
- C. The ESUCC shall have thirty (30) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the ESUCC issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The ESUCC shall not unreasonably withhold or delay its acceptance or rejection.

3. Title and Risk of Loss:

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the ESUCC.
- B. Insurance during shipment and until the goods are accepted

by the ESUCC is the responsibility of the Contractor.

I:\570\64\Contracts\Contract Template - ESUCC.docx

Network Nebraska Initiative

1. Prepare for the future of Network Nebraska as a statewide, multipurpose, high capacity, scalable telecommunications network that shall meet the demand of state agencies, local governments, and educational entities as defined in section 79-1201.01.
 - 1.1. Challenge the NNAG Participant Criteria subcommittee to develop a strategy for community affiliate connections into Network Nebraska
 - 1.2. Use automated tools to monitor network utilization and uptime, notify operators of outages and concerns, and guide decisions regarding growth and reliability.
2. Serve as the communication hub for existing and potential new Network Nebraska members.
 - 2.1. Develop and implement communications strategy.
 - 2.2. Conduct annual survey of existing members to guide direction and service development.

POTENTIAL MEASURABLES:

- Network Nebraska uptime
- Network Nebraska backbone bandwidth utilization (actual)
- Network Nebraska membership growth
- Network Nebraska Internet growth (purchased and actual)
- Network Nebraska Unit cost of Internet
- Number of public, non-education entities (e.g., libraries) connected to Network Nebraska

Digital Education Initiative

1. Create Professional development opportunities for all Nebraska educators to maximize student success through the innovative uses of technology in teaching.
 - 1.1. Establish a virtual community of practice for curriculum development, effective pedagogical practices and shared experiences across all levels of education in Nebraska.
2. Address technical challenges for students in the transition from secondary to post-secondary education..
 - 2.1. Conduct a collaborative research project to identify existing infrastructure and pedagogical efforts in both secondary and post-secondary institutions.
 - 2.2. Identify targets for voluntary collaboration to ease transition for students.
 - 2.3. Identify key challenges for students and conduct an environmental scan to identify successful approaches to mitigate those challenges.
 - 2.4. Create a guide for best practices in the use of flexible learning technologies.
3. Expand awareness of the need to address poverty as it relates to digital education.
 - 3.1. Education Council will work in collaboration with the Community Council Broadband Initiative to find solutions for available, accessible, reliable, secure and affordable Internet access as related to academic success.
 - 3.2. Recognize technologies that can be used to aid schools in communicating with families in poverty conditions.

POTENTIAL MEASURABLES:

- Number of professional development opportunities provided
- Number of educators impacted by professional development opportunities
- Published research regarding infrastructure, pedagogy, poverty, and impact on learning.

Technology Committee Update

Scott Isaacson

October 14, 2015

Statewide Technology Plan

Nebraska Cloud Learning Environment

A contract with NDE provides funds to purchase server and related hardware for the production environment. This hardware environment will serve the ADVISER system as well as improving capacity for the single sign-on, application portal and all ESUCC-hosted services. A recommendation for purchase of this hardware is offered as an action item for this committee and the full board at the October meetings. The hardware will be installed during November at the Nebraska Hall data center.

We are evaluating a backup framework that will be able to serve statewide needs for off-site backup at school districts and ESUs. The IlliniCloud has offered one solution that would allow a low-cost model to provide an easy start to offering this service statewide. I intend to evaluate this and other solution models as well as an initial estimate of interest, and present a solution for approval at next month's ESUCC meeting.

Unicon continues to assist us in expanding the single sign-on environment. Seven districts and 1 ESU are connected to the ADVISER data dashboard application. The uPortal system staging environment installation is in progress and expected to be available to connected districts and ESUs later this month. The development version is available for viewing at dev-portal.nebraskacloud.org.

IlliniCloud

We continue weekly technical and strategy discussions with IlliniCloud representatives and technology leaders from a New York regional information center and the Clark County, Nevada school district. This collaborative group has made application pursuing grant funding to a model of open and sustainable software for K-12 educational needs.

LOR

The BlendEd LOR sub-committee continues to meet, discussing LOR solutions and evaluation criteria. I have been working on the interim streaming solution for Nebraska titles and expect it to be ready in late October. As mentioned previously, this will utilize the Learn360 index system to allow users to find and stream the state titles.

LMS

Conversion work continues for districts onto the Canvas and Schoology systems. Canvas, Schoology, Blackboard Learn and Moodle (hosted by Blackboard) are all available through the COOP purchasing program. Districts representing just over 19,000 users have elected to continue using the ANGEL system this year. ANGEL support ends in 2016, and the ESUCC will be discontinuing ANGEL service as of August 31, 2016. Technical problems with ANGEL exports have been resolved with the help of ANGEL support. Districts or users continuing to experience export problems should open a ticket with our Helpdesk at help@esucc.org.

ADVISER Ed-Fi Dashboard

Six PowerSchool districts and one ESU 3 SIMS district are connected to the staging environment, allowing data stewards and other key users to begin publishing and validating live data. The PowerSchool pilot districts plan to roll the system out to some of their users in 2nd semester 2015-16. 30 additional early adopter districts are on track to begin data staging activities in late 2015 with a planned summer, 2016 beginning rollout to their users.

SRS

We continue to evaluate and improve system administration of the SRS systems so that Mike will be able to focus his time increasingly on software development activities. The hardware purchase mentioned above will provide resources to the SRS hosting environment and allow better separation of the development, staging and production environments. Development activity is transitioning to Mike Danahy as the primary resource with Soliant, our long-time contract development resource, becoming a consultant to him and winding down their direct work on the application.



Committee Report

PROJECT NAME: BlendEd and Distance Ed

PROJECT DIRECTOR: Beth Kabes

REPORT PERIOD: October, 2015

COMMITTEE REPORT:

BlendEd continues to meet every Friday morning at 9 a.m. over zoom. Discussion items include since September:

- LOR Sub-Committee meetings
- Advisory Committee Engagement
- BlendEd Pilot Project
- Instructional Delivery Plan
- EdReady/NROC
- Fall Ed Tech Presentations

DEAC did not meet in September. We will be meeting on October 21.

NEW BUSINESS:

Distance Learning

VFT Workshop is scheduled for October 22

EdReady/NROC

Presented EdReady to NMPDS Math Teachers on October 9, 12 and 13.

Presenting on EdReady with Lois Hafer to iTi in Hastings on October 19. Also presenting on HippoCampus at iTi.

Receiving a large amount of emails requesting accounts and instructions for using EdReady.

Meeting with Terri Rowenhorst and Dave L about NROC on October 22.

NAMTC

Encourage membership of NAMTC (National Association of Media and Technology Centers). I currently serve as the President. The Leadership Summit is scheduled for December 1-2 in New Orleans as a Pre-Conference to AESA.

BlendEd

Visiting Minden Middle School on October 20. Observing and supporting teachers using blended strategies.

Meeting with Omaha Public Schools on October 21 discussing blended strategies. LOR Sub-Committee will be meeting again on October 30 to review evaluations of the solutions that were presented. From that review, the group will have a recommendation to ESUCC Technology Committee.

OLD BUSINESS:

NVIS – Discussed with John Stritt and Nate McClellan on NVIS website. John has done a great deal of work with VFT documentation and planning. Looking to transition Google docs to ESUCC domain.



Committee Report

IMat Projects Update – October 2015

Rhonda Eis

Nebraska Licensed Titles

Scott is working on the LOR interim solution for streaming Nebraska titles through Learn360 and is projected to have that ready late October. Once the server is ready, content will be added starting with the newest purchases that include titles from Disney, Visual Learning and Human Relations Media.

Future IMAT meeting dates:

November 13 – ESU 9 & DL - 9:00-12:00 PM

January 28 – DL

March 17 – ESU 8 – All day

Learn360 Usage Report - 08/12/2015-09/30/2015 (7 weeks)

<u>ESU</u>	<u>Logins</u>	<u>Streams-Videos</u>	<u>Downloads-Videos</u>
1	879	1,039	56
3	3,323	2,462	170
4	364	344	25
5	183	158	16
7	1,254	1,407	245
8	1,580	1,503	199
9	331	272	73
10	99	54	18
11	265	199	14
13	250	255	8
15	34	26	43
16	492	386	60
17	421	402	28
18	5,596	4,378	112
19	1,322	2,258	400
SM*	1,923	2,089	110
Total	18,316	17,232	1,577

*ESU 18 - 70% of SM (Safari Montage access to Learn360 links)

ESU 19 - 15% of SM - remaining users from ESU 3, 10, and 13