

ESUCC

Technology Committee Meeting

Friday, December 19, 2014, 10:00 AM

Educational Service Unit No. 3 6949 So. 110th Street LaVista, NE 68128 With Zoom locations to include: ESU 1, 2, 4, 5, 6, 9, 10, 13, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 10:01 AM.

Bell ESU 10:	Present
Fisher ESU 04:	Absent
Gegg ESU 05:	Present
Jeff West (NE):	Present
Dr Kraig Lofquist:	Absent
Shoemake ESU 06:	Present
Uhing ESU 01:	Present
Ted DeTurk (ESU 02):	Present

1. Call to Order

2. Roll call

3. Agenda Item

3.1. LMS Selection timeline

3.2. NE eLearning

3.3. Safari Montage Support

3.4. Technology Survey (BrightBytes)

3.5. PowerSchool Statewide Model

3.6. Statewide Tech Plan

4. Next Meeting Agenda Items

5. Executive Session

6. Adjournment

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

AGREEMENT

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

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

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

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

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

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

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

1) Services:

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

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

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

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

Nebraska Educational Service Unit
Coordinating Council

Library Video Company d/b/a SAFARI
Montage

By: _____

By: _____

Title: _____

Title: General Counsel

Date: December __, 2014

Date: December __, 2014

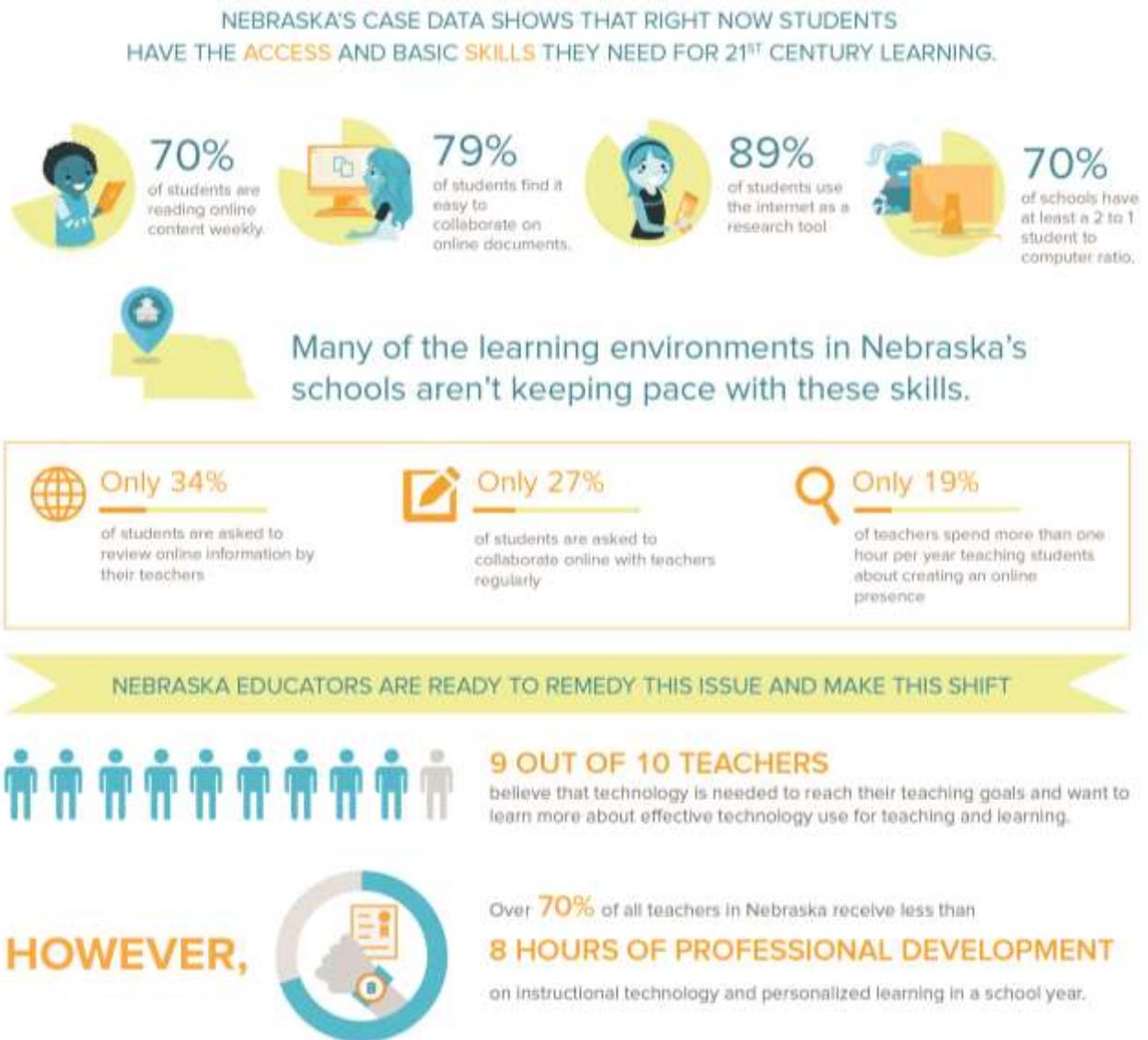


NEBRASKA AND 21ST CENTURY LEARNING: CURRENT CONDITIONS AND A PATH FORWARD

After nearly 150 years of slow, incremental, evolutionary change in education, the advent of the Internet is prompting a revolution in the way that schools think about learning. Blended learning, online learning, personalized curriculum, customized instruction and individualized assessment are just a few of the monumental shifts. Technology is changing at a rapid pace, and so are the skills required to be successful in college and career. And it has everyone scrambling to figure out “what school looks like” in the 21st century where anyone with an Internet connection can learn anything, anywhere, anytime, with anyone.

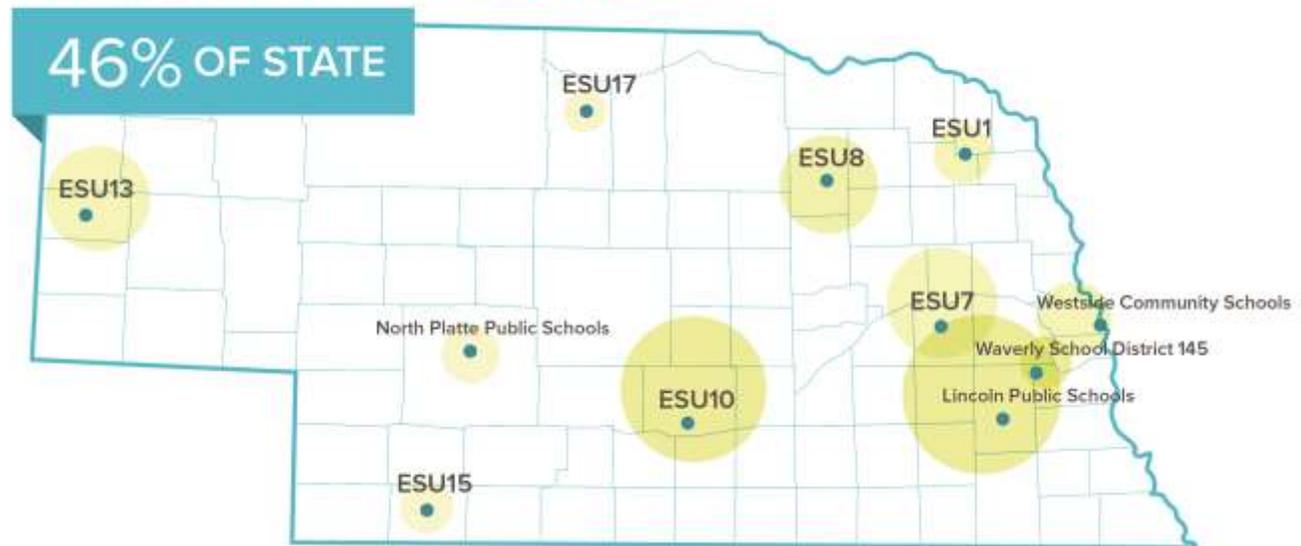
Technology is a key driver towards instruction that impacts student learning outcomes both on standardized assessments and for 21st Century Learning skills. Students must have regular opportunities to engage in the 4Cs: communication, collaboration, creativity, and critical thinking. In addition, they must have access to the instant feedback enabled by digital assessment and customized assistive technology. All of these elements combined with access to technology are what cultivate 21st Century Learning. 21st Century Learning is not student and teacher access to technology it is pedagogy.

Being aware of the classroom setting and the typical learning experiences afforded to students in



your state is the first step towards the cultivation of 21st Century Learning.

NEBRASKA CASE USERS



What does this data mean for Nebraska?

46% of students and schools in Nebraska are using the CASE framework to improve the impact of technology on learning. Statistically significant CASE data from across the state of Nebraska proves that the BlendEd Initiative has had a positive impact on technology skills and access, a crucial first step to achieving 21st Century Learning. Students have the skills and access necessary for 21st Century Learning but this alone is not sufficient for the transformative instruction that you want to occur. For a shift in pedagogy at the statewide level students needs to be regularly engaged in the 4Cs and 21st Century Learning needs to be supported by the 3Ps: Policies, Practices and Procedures.

One path forward for Nebraska would be to put considerable focus on high quality professional development that uses an instructional design and modeling structure rather than a strictly skill-based approach. Teachers need to be supported in how to teach in a way that regularly engages students in the 4Cs. The Center for American Progress reports that 14 hours of high quality professional development on a single topic is needed before the classroom is impacted to a statistically significant degree. Effective professional development is worth the investment because it can have an enormous impact on teaching and learning in an organization and shift the culture. Research from the International Society of Technology Education (ISTE) also reveals that high quality professional development is job-embedded, personalized, and designed to promote skill transfer. Professional learning experiences must respond to teachers' interests, needs, and classroom settings. A statewide CASE implementation will help bring a unified awareness of teachers' skill profiles and

interests with technology and will inform the development of a cohesive, integrated professional development plan that will enhance student learning outcomes.

A statewide CASE implementation will also help inform the 3Ps at both the state and service agency level. Professional development supported by the 3Ps is an especially powerful way to drive change. Fostering leaders who reward teachers' use of new technologies and regularly engage teachers in observations, class visits, and discussions about best practices for teaching with technology is a necessary piece to supporting 21st century learning in schools. Creating an environment that supports and acknowledges teachers for their efforts with new technologies is necessary for transformational learning to happen system-wide. Effective leadership and supportive policies can greatly impact the learning environment and impact community and student engagement regarding digital learning.

Through the BlenEd initiative Nebraska has made the crucial first steps to achieve 21st Century Learning. Statewide use of CASE will help Nebraska take the necessary next steps to achieve the desired shift the pedagogy around 21st Century Learning system-wide.

APPENDIX A: IOWA'S STATEWIDE CASE IMPLEMENTATION

In one of the more visionary uses of the platform, all of the Area Education Agencies in the state of Iowa purchased Clarity on a three-year contract, with the intent of tracking 21st Century Learning across the state over the next 36 months. They made this commitment after many of them used Clarity last year, finding the tool ideal for driving the kind of pedagogical change described above. In fact, the instructional coaches within the state have adopted the Clarity 21st century research framework as a common framework to use when speaking with teachers and administrators in schools about the transformation. Finally, and perhaps most intriguingly, the AEA's have begun to explore how the platform can help them to identify cooperative statewide services needed by the majority of Iowa schools.

“

“CASE has enabled us to develop a common language among service agencies and prioritize learning initiatives statewide.”

Dr. Sally Lindgren
Administrator of Technology & Programs
Great Prairie Area Education Agency, IA

Here are just a few of the ways the platform has empowered both state level and service agency level leaders in Iowa. It has permitted Iowa's education leaders to:

- Quickly and easily determine the support needs of schools at a micro and macro level
- Save money by spending smarter
- Make professional development more impactful and more measurable
- Create a common language between the agency and districts that drives increased services
- Empower the state, agencies, and districts to make the case for increased budgets
- Improve relationships between the state, agencies and schools

“As a state service agency the CASE data has been instrumental in helping us plan targeted professional development for our districts. We had a very good grasp of what we thought were areas for growth, but now we have data to support our decisions and a tool to track progress. Our next steps include working with district instructional and technology coaches and having them network and create ways to support their teachers and students around common gaps.”

Stacy Behmer
Coordinator of Digital Learning Technology
Grantwood AEA, IA

APPENDIX B: THE CLARITY PLATFORM AND CASE FRAMEWORK

OUR APPROACH

Clarity is an online Software-as-a-Service (SaaS) platform that is informed by the close collaboration between educational researchers, school practitioners, statisticians, analysts, and experienced “system dynamics” modelers. This team of experts combines qualitative research and quantitative methods with a proprietary framework specifically designed to link educational factors to learning outcomes.

BrightBytes has taken decades of practitioner experience and input from dozens of experts and researchers and applied these insights to a method that key decision makers can use to analyze school information in a way that is educative, engaging and actionable.

- **Educative:** The platform translates complex research and analysis into easy to understand, informative concepts.
- **Engaging:** The research and analysis is easy and fun to consume.
- **Actionable:** The outcomes of the research and analysis are accompanied by specific recommendations to improve learning.



CLARITY

The Clarity platform helps educational leaders make more informed decisions more quickly. In less than 15 minutes, districts and schools receive a customized, web-based dashboard highlighting strengths and weaknesses, plus a personalized set of recommended improvements.

CLARITY IS IMPACTING MILLIONS OF STUDENTS ACROSS THE COUNTY

Platform Features



Technology and PD plans



Dozens of simple dashboards



Track progress over time



Disaggregate information by state, district, school, and grade level



Intuitive design	Quick	Bank grade security	SaaS platform
Makes analysis simple & actionable	Takes less than 15 minutes	256-bit encryption and FERPA Compliant	100% online, scalable solution

Who Uses Clarity?



District and School Leadership

- Assess progress for and make a compelling case with stakeholders
- Shift from intuition-based to evidence-based decisions
- Get beyond discussions to take action
- Target professional development to the areas of greatest need
- Get the evidence you need to apply for, and maintain, grants and funding
- Improve graduation rates by increasing the factors that positively drive student learning



Service Agency Leaders



- Form a closer relationship between you and the people you serve
- Save money by offering shared services across the region
- Assess impact by measuring the results of service agency programs
- Improve regional student achievement gains

BRIGHTBYTES LABS

BrightBytes Labs is the research engine that drives BrightBytes' statistical analyses.

- Powered by a team of statisticians, analysts, researchers, thought leaders, and practitioners
- Informed by experts in their fields from world-class research institutions such as MIT, Stanford, Berkeley, Columbia, and UCLA
- Improving student learning through analysis, research, thought leadership, and practitioner experience



By the Numbers:

- Researchers vet 100 potential newsfeed articles weekly.
- More than 300 articles, reports, and studies have been pulled from this weekly list, with more being added daily.

CASE

Used by thousands of schools to improve the impact of technology on learning, the CASE framework, on the BrightBytes Clarity platform, informs the research gathering and analytical processes used to improve the impact of technology on learning outcomes.

CASE is a flexible, research-based framework founded on decades of research, practice, and analysis. The CASE research and data science team ensure that educators and agencies have the data they need to respond to fast-moving changes. Informed by over 4,200 research articles, CASE is the most widely used way to measure the impact of technology on learning in the United States.

CASE turns complex research and analysis into fast, easy actions and provides personalized recommendations for addressing gaps. Users have access to an interactive dashboard with infographics and user-friendly, educative insights that help all leaders improve their school systems. In less than 15 minutes, districts and schools receive a customized, web-based dashboard highlighting strengths and weaknesses, plus a personalized set of recommended improvements. It's the advice delivered by thousands of consultants for tens of thousands of dollars but for a fraction of the cost.



Classroom kind of analysis and
Access consultants for tens of
Skills dollars but for a fraction
Environment

CASE has four domains and 22 success indicators that prioritize the behaviors by teachers, leaders, and students that directly impact student-learning outcomes.

CASE Domains and Success Indicators:

- Classroom
 - 4Cs: Communication, Collaboration, Creativity, Critical Thinking
 - Digital Citizenship
 - Digital Assessment and Feedback
 - Assistive Technology

- Access
 - Access at School for Teachers and Students
 - Access at Home for Teachers and Students

- Skills
 - Foundational Skills for Teachers and Students
 - Online Skills for Teachers and Students
 - Multimedia Skills for Teachers and Students

- Environment
 - 3Ps: Policies, Practices Procedures
 - Professional Development
 - Support
 - Teacher and Student Beliefs

CASE AT A GLANCE

- Research-based framework used to improve the impact of technology on student learning

- Comprehensive assessment of school's and district's current state of technology use

- Easy-to-understand overviews of strengths and gaps through visual aids,

Over 400 data points are collected across four different stakeholder groups. The CASE Framework includes input from teachers, students, school leaders, and parents. This provides a comprehensive view of the needs of the school system. A third-party psychometrician audits all data collected. A sophisticated algorithm is used to assign maturity levels to each domain area as well as an overall

maturity level that directly indicates technology's impact on learning as well as the return on investment for technology resources. Users see maturity levels expressed as **beginning**, **emerging**, **proficient**, **advanced**, or **exemplary**.

Benefits of CASE

CASE paints a clear picture of the availability of existing technology resources and infrastructures within schools and their actual impact on meaningful learning. Clarity's CASE module...

- Quickly and easily gathers information on technology use in schools and districts
- Expertly analyzes data from schools using a research- based framework
- Delivers customized next steps to improve learning outcomes
- Guides educational professionals like you in implementing plans and measuring results
- Enables metrics-driven resource allocation and helps determine staffing and purchasing needs.