

2021-2022 Educational Service Unit 8
Master Services Agreement

THIS CONTRACT ("Agreement") is made between, _____ a local education agency ("LEA"), and **Educational Service Unit 8** ("ESU 8").

WHEREAS, the LEA desires to receive certain services that are conducted by ESU 8.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. General Provisions

- a. **Term of Agreement.** This Agreement shall be in effect for a period of one year to begin on or around August 1, 2021 and end on or about July 31, 2022 unless terminated as provided herein.
- b. **Purpose.** The purpose of this Agreement is to establish the general terms and conditions applicable to the services and Programs (collectively "Programs") which ESU 8 supplies to the LEA for the 2021-2022 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU 8's Programs.
- c. **Participation in Individual Programs.** This Agreement outlines several Programs which ESU 8 offers to their member school districts. The LEA may choose to participate in some, but not all of the Programs referenced by this Agreement. The LEA shall indicate its intention to participate in a particular Program by marking, where indicated, each Program in which it wishes to participate. ESU 8 is only obligated to provide services to the LEA for the Programs which the LEA has marked as provided herein.
- d. **Provision of Services by ESU 8's Agents.** ESU 8 may contract with third parties to provide some or all of the services described in this Agreement. The LEA hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESU 8 in the implementation of such Programs including, but not limited to, invoicing, payment and administration necessary for the delivery of Program services in the name of ESU 8.
- e. **Right to Make Changes.** ESU 8 reserves the right in its sole discretion, to make changes to the operation of each of the individual Programs referred to herein, including, but not limited to, an increase in the fees charged for particular Programs, if ESU 8 determines that such fee increase is necessary for the continued operation of the particular Program, provided, however, that no such change shall have a material adverse impact on the LEA.
- f. **New Programs.** In the event ESU 8 determines to offer a new Program during the term of this Agreement and the LEA wishes to participate in said new Program, the parties may describe the new Program in writing and incorporate that writing as a formal addendum to this Agreement.
- g. **Amendments in Writing.** Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed

by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

- h. Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- i. Third-Party Beneficiaries.** This Agreement shall be binding upon and inure solely to the benefit of and be enforceable by each Party hereto and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer upon any third-party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- j. Entire Agreement.** This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, between the LEA and ESU 8 concerning the subject matter addressed herein.
- k. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.
- l. Nondiscrimination.** The parties 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.
- m. Employment Eligibility Verification.** The parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- n. Unemployment Compensation.** ESU 8 shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Agreement as required by Neb. Rev. Stat. § 48-657.
- o. Time for Performance.** The services required by this agreement shall be completed in a timely manner and in accordance with any applicable statutes, rules, or regulations.
- p. Insurance.** ESU 8 shall maintain, at its own expense, the following

insurance coverage with the following limits:

- i. Comprehensive Commercial General Liability Insurance: \$1,000,000 for all claims arising out of a single occurrence, with a \$2,000,000 aggregate.
- ii. Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of \$1,000,000 for each accident covering personal injury, bodily injury, and property damage.
- iii. Workers' Compensation Insurance with an employer's liability coverage of at least:
 - a. Bodily Injury by Accident: \$500,000 each accident; and
 - b. Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee.
- iv. ESU 8 shall submit valid certificates evidencing the effectiveness of the foregoing insurance policies to the LEA upon request.

2. Distance Learning. ESU 8 shall provide the following:

- a. Assistance with scheduling classes and meetings via distance learning.
- b. Basic troubleshooting of equipment and network.
- c. Provide teacher training.
- d. Schedule desktop video conferencing meetings.
- e. Provide virtual field trip opportunities.
- f. Provide maintenance for distance learning equipment.

LEA will participate in Distance Learning:

_____ **YES**

_____ **NO**

Payments - Fees and Costs. The LEA agrees to pay ESU 8 as follows for the services provided herein:

The above services are provided for an annual flat fee of \$2,500.

Labor for other services provided by outside vendors will not be included in the annual flat fee.

The LEA shall be charged for other expenses such as additional materials/supplies and any other fees or expenses related to the provision of services under this Agreement.

3. **E-Rate.** ESU 8 shall provide the following:

a. **E-Rate assistance from Brent Pickrel.**

LEA will participate in E-Rate:

_____ **YES**

_____ **NO**

Payments - Fees and Costs. The LEA agrees to pay ESU 8 as follows for the services provided herein:

The above services are provided for an annual flat fee of \$1,000.

Labor for other services provided by outside vendors will not be included in the annual flat fee.

The LEA shall be charged for other expenses such as additional materials/supplies and any other fees or expenses related to the provision of services under this Agreement.

4. Nursing. ESU 8 shall provide the following:

- a. Annual student health assessments.
- b. Monitor student health requirements related to physicals, visual evaluations, immunizations, and self-management of diabetes and asthma/anaphylaxis for compliance
- c. Maintenance of student health and immunization records.
- d. Train school employees to administer medications, perform Rule 59 emergency protocol as ordered, and provide student health related procedures as directed by Individual Health Plans.
- e. Monitor communicable disease control measures.
- f. Provide student health education classes, including CPR, as requested.
- g. Maintain communication with students, families, medical providers and school staff.

LEA will participate in Nursing:

_____ **YES**

_____ **NO**

Payments - Fees and Costs. The LEA agrees to pay ESU 8 as follows for the services provided herein (please complete):

Hours of nursing service requested:

_____ Hours per School Year (based on \$55.00 per hour, 36 weeks/year)

~or~

As-Needed Basis @ \$60 per hour

5. Special Education. ESU 8 shall provide one or more of the following:

- a. Early Childhood Special Education
- b. In-Service Activities
- c. Learning Center School-Age Program
- d. Mental Health
- e. Program Supervision
- f. Psychology
- g. Speech-Language Therapy
- h. Vision Instruction
- i. Behavior Program

All resident children of the LEA are required to receive certain special education programs contemplated by this Agreement pursuant to applicable provisions of law.

Terms of the Special Education: The LEA agrees to the following:

- a. ESU 8 shall determine its actual costs incurred in connection with the delivery of the foregoing services, however, the LEA shall pay the actual amount of those costs as finally determined by ESU 8 upon determination.
- b. The LEA agrees to pay ESU 8 for all special education services provided. Estimates for the ensuing year will be provided from the ESU 8 Special Education Department. Since there may be additional children identified or children may move in or out of the LEA's District, it must be remembered that any figures provided are estimates. If you anticipate changes in Programs, it would be a good idea to allow for them when the LEA's budget is made.

LEA will participate in Special Education:

_____ **YES**
_____ **NO**

6. Technology. ESU 8 shall provide the following:

- a. Troubleshoot computer problems and repair onsite when possible.
- b. Upgrade computer operating systems as school requests.
- c. Patch computer operating systems as updates are released.
- d. Ensure that virus software is kept up to date.
- e. Assist with spyware suppression.
- f. Develop security strategies.
- g. Help with software issues or training.
- h. Consulting on technology purchases.

LEA will participate in Technology:

_____ **YES**

_____ **NO**

Payments - Fees and Costs. The LEA agrees to pay ESU 8 as follows for the services provided herein (please complete):

LEA's contracting for technology support from ESU 8 must commit to a minimum four-hour block of time per week. That block of time must be used by that LEA and not shared between two or more LEA's. Additional hours over the contracted hours will be billed at the "as needed basis" rate of pay *or* at the "hours per week" rate if arrangements are made to purchase an additional block of hours.

Hours of Technology Services Requested:

_____ Hours per Year (*minimum of 160 hours*) at \$65.00 per hour for the period of August 1st – July 31st.

Billed annually in September.

~or~

As-Needed Basis @ \$85.00 per hour

Billed quarterly.

7. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the following addresses:

ESU 8: Educational Service Unit No. 8
Attn: Business Manager
P.O. Box 89
Neligh, NE 68756

LEA: _____
Attn: _____

E-Mail: _____

Any written notice hereunder shall be effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address listed above or such other address as may hereafter be specified by notice in writing.

8. **Change Adjustments.** In the event that the LEA's Programming requirements, needs, and desires change at any time subsequent to the execution of this Agreement and during the school year contemplated hereby, the sums due from the LEA to ESU 8 shall, in the exclusive discretion of ESU 8, be adjusted and prorated in accordance with generally accepted accounting principles adopted, implemented and utilized by ESU 8 in accordance with and pursuant to, applicable provisions of law. Under no circumstances, however, shall any provision of this agreement be construed to permit the LEA to unilaterally cancel or terminate this Agreement without prior written notice to, and written consent of ESU 8. The parties recognize and acknowledge that ESU 8 must budget, employ staff, incur expenses for curriculum and other costs in such a manner to permit ESU 8 to deliver the services contracted for as evident by this Agreement, which expenses shall become fixed after budgeting therefore. Accordingly, any and all charges or expenses incurred by ESU 8 in the course of performing its obligations pursuant to this Agreement, or preparing to do so shall become immediately due and payable by the LEA to ESU 8.
9. **Staffing for Programs.** Should ESU 8 be unable to render the services contracted because of ESU 8's inability to employ personnel who meet the criteria of employment of ESU 8 and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by ESU 8 to be valid, ESU 8 will not assume liability for those services contracted but not provided. In which instance schools will be notified no later than on or about the 15th day of August.
10. **Termination of Agreement.** If either party fails to fulfill its obligations under this

Agreement in a timely and proper manner or if either party violates any material term of this Agreement, the other party shall have the right to terminate this contract upon 60 days written notice.

11. Entirety of Agreement and Amendments. The parties certify that they have read this Agreement, fully understand its terms and conditions, and agree that this Agreement constitutes the entire Agreement between ESU 8 and the LEA and that no representations, promises, agreements, or undertakings, written or oral, not herein contained shall be of any force and effect. This Agreement shall be subject to modification only by written instrument signed by a duly authorized representative of each party.

Signature of Administrator
Local Educational Agency

Signature of Administrator
Educational Service Unit 8

(Printed name and title)

(Printed name and title)

Date

Date