

## CONTRACT FOR DISTANCE LEARNING SERVICES

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

WHEREAS, the LEA desires to contract with ESU 8 for distance learning services performed by the designated ESU 8 employee(s);

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

**1. Term of Agreement.** This Agreement shall be in effect for a period of one year to begin on or around August 1, 2017 and end on or about July 31, 2018 unless terminated as provided herein.

**2. Duties.** ESU 8 shall provide:

- A. E-Rate assistance.
- B. Assistance with scheduling classes and meetings via distance learning.
- C. Basic troubleshooting of equipment and network.
- D. Provide teacher training.
- E. Schedule desktop video conferencing meetings.
- F. Provide virtual field trip opportunities.
- G. Provide maintenance for distance learning equipment.

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

- A. The above services are provided for an annual flat fee of \$3,400.
- B. Labor for other services provided by outside vendors will not be included in the annual flat fee.
- C. 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. Insurance.** ESU 8 shall maintain, at its own expense, the following insurance coverage with the following limits:

- A. Comprehensive Commercial General Liability Insurance: \$1,000,000 for all claims arising out of a single occurrence, with a \$2,000,000 aggregate.
- B. 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.
- C. Workers' Compensation Insurance with an employer's liability

coverage of at least:

- (1) Bodily Injury by Accident: \$500,000 each accident; and
- (2) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee.

ESU 8 shall submit valid certificates evidencing the effectiveness of the foregoing insurance policies to the LEA upon request.

**5. 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.

**6. No Third-Party Rights.** This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

**7. Indemnification.** To the fullest extent permitted by law, the LEA shall indemnify and hold harmless ESU 8 and its employees from and against any and all claims, damages, losses and expenses, including but not limited to professional fees, arising out of or resulting from its performance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including loss of use resulting therefrom, but only to the extent caused in whole or in part by any act or omission of ESU 8, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the LEA.

**8. 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.

**9. E-Verify.** All parties to this Agreement 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.

**10. 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 Office  
P.O. Box 89  
Neligh, NE 68756**

**LEA:** \_\_\_\_\_  
**Attn:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**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.

**11. 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.

**12. 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.

**13. Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska.

\_\_\_\_\_  
Administrator Signature  
Local Educational Agency

\_\_\_\_\_  
Administrator Signature  
Educational Service Unit 8

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date