



LETTER OF AGREEMENT

This Agreement (the “Agreement”) is entered into between ECRA Group, Inc. (“ECRA”), headquartered in Illinois, and Township High School District 113 (the “District”), located in Illinois (each a “Party” and collectively, the “Parties”).

1. ECRA Responsibilities

ECRA shall provide all technology, software, materials and staff needed as part of this Agreement.

2. District Responsibilities

Consistent with applicable law and the District’s intergovernmental agreements with its feeder districts, the District shall furnish to ECRA certain data, documents, information, materials, decisions, or approvals of the District as ECRA shall reasonably request to deliver services covered under this Agreement. The District is responsible for confirming the accuracy of the data provided to ECRA. Notwithstanding the foregoing, the District reserves the right to determine what data will be furnished to ECRA.

3. Software Licensing

a. ECRA will provide to the District a secure online school intelligence platform containing the following applications:

- **School Improvement**

The School Improvement app will provide administrators and school improvement teams access to student academic growth and assessment data, tools to evaluate the impact and academic return on investment of programs, Multi-Tiered Systems of Supports (MTSS), RTI interventions, as well as individual student monitoring.

- **My Students**

The My Students app will provide teachers and administrators access to student growth and assessment data at the classroom level, based on instructional rosters.

- **Personalized Learner Profile (PLP)**

The PLP app will allow school districts to expand and personalize a broader set of student success indicators to support whole-child monitoring at the individual student level.

- **Strategic Dashboard**

The Strategic Dashboard app will organize and make available system level metrics and benchmarks to monitor implementation of the District’s strategic priorities, and transparently communicate key performance indicators to the

community. The strategic dashboard will not contain student level-data. The Dashboard is managed by District personnel.

4. Support, Consulting, and Professional Development

a. Dedicated Support

District administrators will be provided a single point of contact for on-boarding, consulting, and planning of professional development. District administrators shall be provided a dedicated number/email address for support. District administrators shall have unlimited access to ECRA client webinars. District administrators shall have unlimited access to ECRA user group sessions.

b. Optional Professional Development

The District may request through their point of contact customized professional development sessions beyond the scope of this proposal. Virtual professional development will be billed at \$2,500 per session per consultant; on-site professional development will be invoiced at \$4,000 per session per consultant.

c. Additional services beyond the Scope of this Agreement, if requested by the District in writing, will be billed at \$350 per hour.

5. Reimbursable Expenses

Reasonable ECRA out-of-pocket expenses including, but not limited to printing, postage, travel, and lodging will be paid by the District, if approved in writing in advance by the District.

6. Invoicing

a. ECRA will invoice the annual Licensing and Dedicated Support fee of \$57,805 in full upon signing and on July 1, 2025, and July 1, 2026. All payments and penalties for nonpayment shall be governed by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. The District may not be penalized for exercising its right to review and dispute any invoice.

7. Business Relationship

a. The District and ECRA agree that ECRA does not have the status of employee, shall not be entitled to any employee fringe benefits, and shall function as an independent contractor.

b. The District agrees that any and all intellectual property and technology designed, made, or conceived by ECRA (solely or jointly with others) arising from ECRA's work for the District, is the sole property of ECRA, without royalty or other consideration to the District and shall survive this Agreement.

c. The District understands that it is unlawful for it to either disclose to any person outside of the District's employment or make any unauthorized use of ECRA trade

secrets or confidential information unless it can be shown that such information has become public knowledge through no act of the District.

8. Term and Termination

This Agreement is effective upon signing by the District. The term of this Agreement is for three (3) school years, beginning July 1, 2024, and ending June 30, 2027. The District may terminate this Agreement by providing written notice to ECRA at least thirty (30) days prior to July 1 of any contact year, with such termination being effective June 30.

9. Use and Receipt of Student Data

ECRA will abide by all student data privacy and security laws and regulations including the Illinois School Student Records Act, the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Protection Act (SOPPA).

- a. With respect to any data that could be considered “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), ECRA acknowledges that for the purpose of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the education records, as those terms have been defined under FERPA and its implementing regulations and ECRA agrees to abide by the FERPA limitations and requirements imposed on school officials. ECRA also acknowledges that it is performing an institutional service or function for which the District would otherwise use employees, is receiving covered information (as defined below) only to the extent necessary to provide such service or function, and remains under the direct control of the District with respect to the use and maintenance of such covered information.
- b. ECRA and the District recognize that in the course of working together, ECRA will be provided personally identifiable student data (“covered information”). The covered information provided to ECRA includes, but is not limited to, enrollments, demographics, grades, attendance, assessments, activities, and other data related to student engagement and student performance.
- c. ECRA will not disclose covered information to any third party unless required by law, court order, or consented to in writing by the District.
- d. ECRA will not utilize covered information for any unauthorized purpose, including any commercial purpose beyond the Scope of Services being provided, and specifically not for the purpose of advertising or marketing to students and their parents.
- e. In the event a breach of covered information occurs, ECRA and the District will investigate the breach, at their own expense, within their respective organizations, and work together in good faith to determine the cause of the breach. Should it be determined the breach was caused solely by a District employee error or compromised District systems, all costs and/or appropriate remedies are the responsibility of the District. Should it be determined the breach was caused solely

by an ECRA employee error, compromised ECRA systems, or other causes unrelated to the District, all costs and/or appropriate remedies are the responsibility of ECRA. In the event the breach was caused by both parties, the parties will work together in good faith to remedy the breach and will equally share in the costs to do so.

- f. ECRA will delete or de-identify all covered information provided to ECRA by the District within 30 days of the date that it is no longer needed to fulfill the obligations under this Agreement.
- g. ECRA acknowledges that the District may be required to provide a version of this Agreement to the public, including publishing a copy on the District's website.
- h. ECRA shall implement security procedures and practices that meet or exceed industry standards, including but not limited to, encryption of covered information while in transit or at rest, enforcement of strong passwords for user accounts, training of ECRA employees, and limiting access by ECRA employees to covered information to employees that have a legitimate educational interest in order to fulfill obligations of this Agreement, and any standards applicable to Operators that may be set forth in any guidance promulgated by the Illinois State Board of Education pursuant to SOPPA. In addition, if the District notifies ECRA that it intends to enforce two-factor authentication via Google when accessing ECRA cloud services, ECRA will require users to authenticate using their District Google account, as directed by the District.

10. Applicable Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Any judicial proceeding brought by or against either party with respect to this Agreement must be brought in a state or federal court of competent jurisdiction located within the State of Illinois.

11. Entire Agreement

This Agreement sets forth the entire Agreement between the Parties. No alteration, amendment, change, addition, deletion or modification to this Agreement will be binding upon the Parties unless reduced to writing and duly authorized and signed by each of them.

12. IL-Empower

The District acknowledges that services rendered under this Agreement are not part of ECRA's role as an IL-Empower professional learning partner. Any services provided by ECRA to the District as part of ISBE's IL-Empower system shall be governed by a separate agreement.

13. Required Certifications

ECRA shall comply with all applicable laws, ordinances, rules, regulations and codes, including but not limited to (if and to the extent applicable) the *Illinois Human Rights*

Act, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations promulgated thereunder; the Equal Employment Opportunity Clause at Title 44, Part 750, of the Illinois Administrative Code (*see* 44 Ill. Admin. Code 750.20), which is fully incorporated herein; federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder; prohibitions against smoking on school district property; prohibitions against the presence of sex offenders on school district property; certifications concerning not being barred from bidding and complying with Illinois Use Tax requirements under the Illinois *School Code* (105 ILCS 5/10-20.21); and the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*).

14. Indemnification

ECRA shall, to the fullest extent permitted by law, indemnify, hold harmless and defend the District, its individual board members, employees and agents against all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of, resulting from, or due to (1) ECRA's negligent or willful acts or omissions in connection with the Agreement or the services provided under the Agreement, or (2) ECRA's breach of the Agreement.

15. Insurance


ECRA shall obtain and maintain in effect during the term of the Agreement, at its own expense, general liability insurance coverage and provide the District with a certificate of insurance verifying such coverage in an amount of no less than \$1,000,000 per occurrence in the aggregate. ECRA shall also maintain cyber liability insurance, containing at a minimum breach response and privacy liability coverage parts, in an amount of no less than \$2,000,000 per occurrence and umbrella or excessive liability coverage in a minimum amount of \$5,000,000 per occurrence and in the aggregate, and such insurance shall follow the form of the underlying insurance. ECRA shall also maintain workers' compensation insurance in at least the minimum amounts required by law as well as employee's liability insurance with limits of at least \$500,000 each accident for bodily injury by accident and for each employee for bodily injury by disease, and employment practices liability insurance in a minimum amount of \$2,000,000. ECRA shall name the District and its individual Board members, employees and agents as additional insureds on all insurance required hereunder (with the exception of the workers' compensation insurance). All insurance of ECRA shall be primary and noncontributory. To the fullest extent permitted under the insurance policies of ECRA, ECRA waives any right of subrogation it and its insurers may have against the additional insureds. Finally, ECRA agrees to maintain all other insurance coverages that are required by applicable laws.

16. Freedom of Information Act Compliance

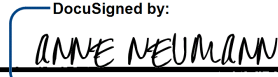
Notwithstanding any other provisions of this Agreement to the contrary, the District shall have sole discretion to determine what information shall be released pursuant to a Freedom of Information Act ("FOIA") request made to the District. ECRA understands and agrees that no confidentiality provision in the Agreement shall operate to prohibit disclosure of records by the District to third parties (or impose liability on the District

therefor) if the District determines such disclosure is required under FOIA or other state or federal law or regulation. The District also must make this Agreement available for inspection by the public and publish this Agreement in full on its website for purposes of transparency and/or compliance with SOPPA or other laws. Further, ECRA shall cooperate with the District and shall immediately provide any requested "public records" generated under this Agreement to assist the District in responding to any FOIA request.

ECRA Group, Inc.:


Signature
JOHN GATTA
Printed Name
President & CEO
Title
9/19/2024
Date

Township High School District 113:

DocuSigned by:

Signature
ANNE NEUMANN
Printed Name
President
Title
9/25/2024
Date

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