LETTER OF AGREEMENT

This Agreement (the "Agreement") is entered into between ECRA Group, Inc. ("ECRA"), headquartered in Illinois, and East Aurora SD 131 (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**
   The District shall furnish to ECRA in a prompt manner all such 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.

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.

   - **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 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.

6. **Fees and Invoicing**
   a. ECRA will invoice the annual Licensing and Dedicated Support fee of $41,000 for the 2026-2027 school year in full upon signing. ECRA will invoice the annual fee of $85,000 on July 1, 2027; on July 1, 2028; and, on July 1, 2029. Beginning July 1, 2030, and each July 1 thereafter, this annual fee is subject to an annual inflation adjustment not to exceed three percent (3%) per year.

   b. Optional consulting/professional development, or any additional Services beyond the scope of this Agreement, will be invoiced at the time they are incurred.

   c. ECRA out-of-pocket expenses including, but not limited to printing, postage, travel, and lodging will be invoiced to the District for reimbursement at the time they are incurred.

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 four school years, beginning July 1, 2026, and ending June 30, 2030. This Agreement shall auto-renew for successive one-year terms starting July 1, 2030, unless written notice of termination is provided to ECRA at least 90 days prior to the date of July 1.

9. **Use and Receipt of Student Data**
   ECRA will abide by all student data privacy and security regulations including 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.

   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 permitted by law, court order, or the District.

d. ECRA will not utilize covered information for 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 exists, 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 a result of District employee error, compromised District systems, or other causes unrelated to ECRA's obligations under this Agreement, all costs and/or appropriate remedies are the responsibility of the District. Should it be determined the breach was a result of ECRA employee error, compromised ECRA systems, or other causes unrelated to the District, all costs and/or appropriate remedies are the responsibility of ECRA.

f. ECRA will delete or de-identify all covered information provided to ECRA by the District within 180 days when it is no longer needed to fulfill the obligations under this Agreement.

g. ECRA acknowledges that the District may be required to provide a redacted version of this Agreement to the public. The District will consult with ECRA to redact portions of this Agreement that could expose ECRA trade secrets or confidential information that would result in irreparable harm to ECRA's business.

h. ECRA shall implement security procedures and practices that meet or exceed industry standards, including but not limited to, encryption of covered information, 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.

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.

ECRA Group, Inc.:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

East Aurora SD 131:

_____
Signature

_____
Printed Name

_____
Title

_____
Date