



## **SERVICE AGREEMENT**

This Service Agreement (the “Agreement”) is by and between ECRA Group, Inc. (“ECRA”), with its principal business offices located at 5600 North River Road, Suite 180, Rosemont, Illinois, 60018, and Oak Park Elementary District 97 (the “District”), with its principal business offices located at 970 West Madison Street, Oak Park, Illinois, 60302.

### **RECITALS**

WHEREAS, ECRA is in the business of providing consulting services to the education, business and healthcare industries;

WHEREAS, the District is in the business of elementary education; and

WHEREAS, the District and ECRA desire to enter into this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, mutual promises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **Scope of Services**

ECRA will provide a collaborative research and information service solution to support the District in areas related to, but not limited to, data warehousing, strategic goal setting, dashboard development, growth model development, and student achievement data analysis. The District desires to retain ECRA to provide services, which may include, but shall not be limited to:

- Management of a student achievement data warehouse
- An online portal to manage research and reports with security implemented to the building level
- Development, hosting, and maintenance of a publicly-accessible dashboard
- Student achievement growth model development and deployment
- Monitoring individual student growth and attainment
- Linking student achievement to teacher and administrator evaluation
- Evaluating the return on investment for programs and interventions
- Student identification and cut score development
- Benchmark analyses of district achievement against comparable districts
- Ongoing consulting for strategic goal-setting and performance management
- Development of district benchmarks
- Dedicated ECRA consultant
- Professional development
- Unlimited phone access to ECRA

### **ECRA Responsibilities**

ECRA shall devote its best efforts, skill, and attention to the performance of services. ECRA shall be available at such times and places as may be mutually agreed to by the parties for the performance of services under this Agreement. ECRA shall provide all technology and research staff necessary to deliver expected services.

### **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 or require in performance of expected services.

### **Compensation and Fees**

- \$79,000 per year for services listed under scope of services
- \$180 per hour for additional projects beyond the scope of this proposal.

ECRA out-of-pocket expenses related, but not limited to printing, postage, and excessive travel will be billed to the District for reimbursement.

### **Invoicing**

ECRA will invoice the District 50 percent of the annual fee on July 1<sup>st</sup> of each school year and 50 percent of the fee on January 1<sup>st</sup> of each school year. ECRA will prorate the fee for the 2012-2013 school year and will invoice the total prorated amount upon signing of this Agreement.

ECRA out-of-pocket expenses related, but not limited to printing, postage, and excessive travel will be billed to the District for reimbursement at the time they are incurred.

### **Business Relationship**

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.

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.

ECRA understands that, as a public body, the District has transparency and accountability requirements, and that the information necessary to understand the data and reports prepared by ECRA will not be considered ECRA trade secrets and confidential information.

The District understands that it is unlawful for it to either disclose to any person outside of the District's employment, unless required by applicable law, 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.

### **Warranty of Services**

ECRA makes no representations or warranties, express or implied, including without limitation any implied warranties of design, merchantability, or fitness for any specific or general purpose and those arising by statute, or by law, or from a course of dealing, or usage of trade. This section shall survive the expiration or earlier termination of this Agreement

### **Term and Termination**

This Agreement shall become effective upon signing and continue in effect through June 30, 2017. The District may, at their discretion, with or without cause, terminate this Agreement without penalty if written notice of termination is provided to ECRA prior to April 1<sup>st</sup> of the school year. Upon notice of termination of this Agreement, the contract will remain in effect, and all Compensation and Fees under this agreement will be payable to ECRA through June 30 of the school year in which the Agreement was terminated.

### **Liability and Indemnification**

The District shall indemnify, defend and hold ECRA, its affiliates, officers, directors, employees, subcontractors and agents harmless from any claim, suit, liability, loss, cost, and expense (including reasonable attorneys' fees and costs) incurred by ECRA, or any of them, as a result of or arising from the District's negligent act or omission, willful misconduct or breach of any provision of this Agreement.

ECRA shall indemnify, defend and hold the District, its affiliates, officers, directors, employees, permitted subcontractors and agents harmless from any claim, suit, liability, loss, cost, and expense (including reasonable attorneys' fees and costs) incurred by the District, or any of them, as a result of or arising from ECRA's negligent act or omission, willful misconduct or breach of any provision of this Agreement.

Each party shall promptly notify the other party in writing of any threatened claims, suits or demands related to such other party's indemnification hereunder and cooperate in the resolution of such claim, suit or demand.

Notwithstanding anything in this agreement to the contrary, ECRA's total liability, if any, to the District for damages arising out of or relating to this Agreement, or any attachment, regardless of the legal theory of the claim, shall not exceed the annual fees under this agreement.

Notwithstanding anything to the contrary, under no circumstances shall either party be entitled to incidental, indirect, consequential, punitive or special damages arising in connection with the default or breach of any obligation of the other party under this Agreement.

This section shall survive the expiration or earlier termination of this Agreement.

### **Force Majeure**

Neither of the parties to this Agreement shall be liable for any default or delay caused by an act of God or force of nature or other cause beyond the reasonable control of such party, such as, but not limited to, war, riot, revolution, insurrection, rebellion, guerilla activities, fire, explosion, earthquake, flood, strike, lockout, injunction, accidents, breakage of machinery or apparatus, national defense requirements, acts of a national or supranational government, or inability to obtain fuel, power, raw materials, labor or transportation facilities. The party affected by such condition shall use every reasonable effort to eliminate or correct the cause preventing performance to resume performance hereunder as soon as possible.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions.

**Severability**

In the event that any provision of this Agreement is declared invalid or unenforceable or becomes unlawful in its operation, such provision shall be deemed omitted from this Agreement and will not affect the validity of the remaining provisions herein.

**Headings**

The headings and other captions herein are included solely for convenience of reference and shall not control the meaning and interpretation of any provision of this Agreement.

**Use and Receipt of Student Data**

ECRA and the District recognize that in the course of working together, ECRA will be provided with access to individually identifiable student information, including personally identifiable information. ECRA will comply with all applicable laws and/or regulations, including FERPA, with respect to privacy and data security relative to information and data about students and their parents.

**ECRA Group, Inc.:**

**Oak Park Elementary District 97:**

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Signature

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Signature

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Printed Name

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Printed Name

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