

ATTACHMENT IX-A

ATTACHMENT IX-A:	Approval of ECRA-HYA Letter Agreement
Suggested Motion:	Move to approve the ECRA-HYA Letter Agreement
Recommended Action:	Approve as presented

As presented at the regular Board meeting in April, effective September 2012, all principals, and assistant principals must be evaluated under new criteria encompassing a student achievement component. Effective in 2016, the teacher evaluation will require similar inclusions. In working with the principals and the NBEA, we believe that it is important to provide that information to teachers as soon as possible, so they will be able to prepare for the 2016 implementation of the PERA rules. Beyond the evaluation process, we anticipate using ERCA's services to evaluate the new math program.

ECRA is a well-established company that is highly recommended by AASA. It is essential in providing skilled services to support the district in research, assessment, evaluation, data warehousing, data analysis, reporting, professional development and planning. Their base fee to the district is \$20,166 as well as 100 hours of consulting services for \$16,000 and \$160/hour for any consulting services beyond the 100 hours.

Although we are recommending a contract for 100 hours of consulting, we are including 150 hours in the budget I am uncertain as to the scope of what we will use in the initial year.



LETTER OF AGREEMENT

Purpose

The purpose of this Letter of Agreement (the "Agreement") is to document the working arrangement between ECRA-HYA ("ECRA"), and North Boone Community Unit District 200 (the "District"). ECRA will provide to the District a Collaborative Research and Information Service Solution ("ECRISS") system to support the District in areas related to, but not limited to research, assessment, evaluation, data warehousing, data analysis, reporting, professional development and planning.

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 ECRISS services.

District Responsibilities

The District shall furnish to ECRA in a prompt matter all such data, documents, information, materials, decisions or approvals of the District as ECRA shall reasonably request or require in performance of ECRISS services.

Compensation and Fees

In consideration for services, the District will pay to ECRA:

- \$20,166.00 for program and technology infrastructure necessary to deliver services contained in this Agreement
- \$16,000 for 100 hours of consulting services
- \$160 per hour for consulting services beyond the 100 hours provided for in this Agreement.

ECRA will provide the District estimates of the number of hours predicted for consulting projects requested by the District. All estimates of cost and time are not to be construed as guaranteed costs or as guaranteed time (unless specifically stated as such) and that, instead, should be viewed as estimates, based on the information readily available when the estimates were made. ECRISS hours may be used for any purpose that meets the needs of the District and consistent with the purposes 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.

Invoicing

ECRA will invoice the District according to a mutually agreed upon schedule.

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.

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.

Term

This Agreement shall become effective as of the date of signing, and will continue in effect for 1 year.

In the event there are unused hours of Consulting Services at the end of each year, the unused hours may be used in subsequent years in addition to the newly subscribed hours if the District has renewed the Agreement for ECRA services.

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-HYA**North Boone Community Unit District 200**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date