



## LINCOLNSHIRE – PRAIRIE VIEW SCHOOL DISTRICT 103

1370 N. Riverwoods Road • Lincolnshire, Illinois 60069

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<http://www.d103.org>

### **BOARD OF EDUCATION AGENDA**

**MARCH 7, 2017**

The Committee of the Whole Meeting of the Board of Education of Lincolnshire-Prairie View School District 103 will be held on Tuesday, March 7, 2017 at 7:15 PM in the Learning Center of Daniel Wright Junior High School, 1370 N. Riverwoods Road, Lincolnshire, Illinois.

A. Call to Order and Roll Call

Time: 1 Hour 30 Minutes

B. Community Participation

C. Discussion Items

Time: 1 Hour

1. Construction Update

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2. ECRA Group, Inc. Agreement Amendment

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D. Old Business/New Business

E. Executive Session

Time: 30 Minutes

F. Adjournment



## **Lincolnshire-Prairie View School District 103**

Memo

To: Board of Education  
From: Scott Warren  
Date: March 2, 2017  
Re: Construction Update

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An update of the construction project will be provided at the meeting. The most recent update from Gilbane is included for your review.

### Weekly Project Report | Report #4 | Date: February 27, 2017



Sprague – Excavation & Utility Work



Half Day – Foundation Pour at Center



Half Day – Poured walls at Southwest



Half Day – Poured walls at Southeast

#### Safety Notices for Students and Staff:

- Please be aware of construction-related vehicles entering and exiting the entrance to the Half Day Intermediate School site on the north driveway off of Olde Half Day Road. There will be a large amount of concrete trucks and stone deliveries this week.
- Please be aware of construction-related vehicles entering and exiting the entrance to the Laura B. Sprague School site off of Kings Cross Drive.
- Please do not enter the areas within the fencing. Please do not congregate near the construction site entrances.
- Site access is restricted to contractors and authorized personnel. **Non-Construction Vehicles are not allowed on or through the site.**

#### Project Safety:

The construction team has worked a total of 28 Days without a lost time accident on the project through February 25, 2017.

#### Week In Review:

##### **Week of February 20, 2017**

- Footings/Foundations continued at Half Day Intermediate School.
- Underground piping continued at Half Day School.
- Excavation for Footings/Foundations continued at Laura B. Sprague School.
- Underground utility work continued at Laura B. Sprague School.

#### Week Major Activity Look-ahead:

##### **Week of February 27, 2017**

##### Half Day School:

- Complete foundation wall pours.
- Begin backfill at foundation walls and interior footprint of addition area.
- Underground piping installation in conjunction with foundation sequence.

##### Laura Sprague School:

- Underground utility work.
- Footings and foundations.



## **Lincolnshire-Prairie View School District 103**

Memo

To: Board of Education  
From: Scott Warren  
Date: March 2, 2017  
Re: ECRA Amendment to Contract

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The District entered into the Letter of Agreement with ECRA in 2014 and continues through June 30, 2017. The attached amendment replaces the Term and Termination section of the agreement and allows for one-year renewals beginning July 1, 2017.

This will be discussed at the March 7, 2017 Board meeting. I recommend the District continue the agreement with ECRA per the amendment and that the Board approve this amendment at the March regular meeting.



**Amendment**

This amendment is made to the Letter of Agreement executed by and between ECRA Group, Inc. (“ECRA”), and Lincolnshire-Prairie View School District 103 (the “District”) on July 16, 2014. It is mutually understood and agreed upon by and between the parties to amend said Letter of Agreement as follows.

The “Term and Termination” section is replaced in its entirety by the following:

**Term and Termination**

The term of this Agreement shall be automatically renewed for successive one-year periods unless terminated by either the District or ECRA by giving written notice of termination at least ninety (90) calendar days in advance of the renewal date of July 1. In the event of a breach of this Agreement, the non-breaching party may terminate this Agreement upon fifteen (15) days advance notice to the breaching party, provided the breaching party has not cured the breach within the fifteen (15) day notice period.

This Amendment is executed and effective as of the first date signed below.

**ECRA Group, Inc.:**

**Lincolnshire-Prairie View School District 103:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **LETTER OF AGREEMENT**

### **Purpose**

The purpose of this Letter of Agreement (the "Agreement") is to document the working arrangement between ECRA Group, Inc. ("ECRA"), and Lincolnshire-Prairie View School District 103 (the "District").

### **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. ECRA will not subcontract to a third party its obligations under this agreement without the District's prior written consent.

### **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. The District is responsible for confirming the accuracy of data it provides to ECRA.

### **Scope of Services**

ECRA will provide to the District a Collaborative Research and Information Service Solution ("ECRISS") to support the District in areas related to, but not limited to research, assessment, evaluation, data warehousing, data analysis, reporting and professional development, which shall include, but shall not be limited to:

- Management of a student achievement data warehouse
- An online portal to manage research and reports, security implemented to the building-level
- Consulting, data analysis, and reporting to support the identification and monitoring of individual student progress
- Consulting, data analysis, and reporting to support linking student achievement to teacher and administrator evaluation
- Consulting, data analysis, and reporting to support program evaluation
- Consulting, data analysis, and reporting to support the monitoring of strategic metrics
- Unlimited phone access to ECRA
- Dedicated ECRA consultant
- Professional Development as needed (online or onsite)

The scope of services is limited to data that the district can provide to ECRA in electronic format. This agreement does not include data collection or test scoring services, including but not limited to surveys, test scoring, field observations or other data collection or data capture services.

### **Compensation and Fees**

In consideration for services, the District will pay to ECRA \$36,396 per year.

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 a pro-rated fee for services for the remainder of the 2013-2014 school year upon signing this Agreement.

ECRA will invoice the District in two equal installments of \$18,198 each, beginning July 1, 2014, and each July 1 that the Agreement is in effect. The second installment of \$18,198 will be invoiced each January 1 that the Agreement is in effect.

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. Such expenses shall not be paid in excess of \$500 without prior written approval from the District.

**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 and Termination**

This Agreement shall become effective upon signing and will continue in effect through June 30, 2017. Either party may terminate this agreement with or without cause and for any or no reason, on January 1 or July 1 of any year covered under this agreement. In the event of a breach of this Agreement, the non-breaching party may terminate this Agreement upon fifteen (15) days advance written notice to the breaching party, provided the breaching party has not cured the breach within the fifteen (15) day notice period.

**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 will indemnify and hold the District, its Board of Education and employees harmless from claims arising from data breaches where ECRA negligently, recklessly, or willfully failed to maintain the confidentiality of personally identifiable student record information.

**Jurisdiction and Venue**

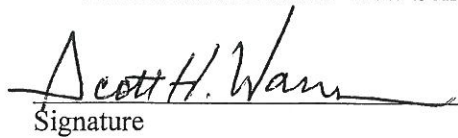
The terms of this Agreement represent the full and complete agreement between the parties with respect to the subject matter described above, and supersede all prior conversations, discussions or arrangements between the parties. This Agreement shall be governed by the laws of the state of Illinois in all respects. Exclusive venue for any litigation arising from or related to this Agreement shall be vested in the Illinois circuit court located in Waukegan, Illinois.

**ECRA Group, Inc.:**

103:

  
Signature

**Lincolnshire-Prairie View School District**

  
Signature

JOHN GATTI

Printed Name

President

Title

7/16/14

Date

Scott Warren

Printed Name

Superintendent

Title

7/16/14

Date