This form may be used for transactions $10,000 or more. This form may not be used for healthcare-related services.

This agreement ("Agreement") is between **The Board of Trustees of the University of Illinois,** a public body corporate and politic of the State of Illinois, on behalf of its Learning Sciences Research Institute at the University of Illinois Chicago UIC ("University") and **Riverside School District 96,** a(n) IL Local Government ("Client").

1.0 PURPOSE

Client desires to engage the expertise of University to perform the services described below ("Services"). The University has determined that performing the services will promote one or more of the University's missions of public service, research, teaching, and economic development.

2.0 SCOPE OF SERVICES

2.1 Services to Be Performed. University shall perform the following Services, which may not begin until this Agreement is signed by both parties:

During the 2026–2027 school year, the Metro Chicago Mathematics Initiative (MCMI) will provide 13 coaching days and 2 half-days of professional learning to Riverside School District 96.

This partnership also includes:

- An invitation for instructional leaders and administrators to attend the MCMI Instructional Leadership Institute.
- Unlimited access to and expert support with the implementation of the Silicon Valley Mathematics Initiative and MCMI instructional and improvement resources and tools.
- Discounted registration for special events planned for teacher leaders, teachers, and administrators.
- Free registration for all District 96 math educators and administrators for the 2027 MCMI Virtual Summer Institute.

2.2 Deliverables. As part of the Services, University shall deliver to Client the following items ("Deliverables"):

N/A

3.0 TERM AND TERMINATION

3.1 Term. This Agreement takes effect on the date of last signature appearing below and expires on 06/30/2027 unless terminated or renewed by the parties. The term, including all renewals, shall not exceed 10 years.

3.2 Renewal Options. The parties may renew this Agreement only by written amendment,

signed by both parties.

3.3 Termination for Cause. A party will have 10 days (or any longer period agreed to by the aggrieved party) to cure a breach of this Agreement after receiving notice of such breach by the aggrieved party. The aggrieved party may consider this Agreement terminated without further notice if the defaulting party fails to cure the breach within the prescribed period.

3.4 Termination for Convenience. Either party may terminate this Agreement for convenience upon 30 day's prior written notice to the other party.

3.5 Effect of Early Termination. In the event of early termination, Client shall pay University for Services performed and Deliverables provided to the date of termination, and for the cost of all non-cancellable obligations made on Client's behalf.

4.0 COMPENSATION

4.1 Rate of Compensation. Client shall compensate University for Services performed under this Agreement in accordance with the option indicated below.:

☒ Option A: The fixed amount of $27320

☐ Option B: An hourly rate of $ over hours and not to exceed $

☐ Option C: A daily rate of $ over days and not to exceed $

☐ Option D: [insert description of funding option]

4.2 Payment Schedule. University will submit an invoice to Client for Services performed, including any allowable reimbursable expenses incurred according to the following schedule:

1st payment of $13660 due on 12/31/26; 2nd payment of $13660 due on 3/31/27

Within 30 days of receipt of invoice, Client will remit the total due to University at the address indicated on the invoice. University will not pay interest on Client funds advanced or otherwise held on deposit.

4.3 Late Payments. University will assess a Late Payment Charge of 1.5% per month (18% per annum), plus a $2 past due charge per month, on all past due balances. University may refer Client's past due account for collection and may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including attorney's fees and court costs.

4.4 Suspension of Services. University may suspend performance of Services upon five days' written notice for Client's failure to make timely payments. University will resume performance upon Client's payment of all monies owed to University, provided that Client is not otherwise in default of its obligations under this Agreement.

5.0 LIABILITY AND WARRANTY

5.1 DISCLAIMER. University makes no representations, and disclaims all expressed and implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement relating to all Services and Deliverables furnished to Client under this Agreement.

5.2 Limitation of Liability. University shall not be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or relating to, this Agreement, even if University had been advised of the possibility of such damages. University's

liability to Client for breach of contract damages shall not exceed the amount of compensation actually paid by Client under the Agreement.

5.3 Warranty Regarding Information. Client represents to University that no material or information provided to University includes any legally actionable, libelous, or otherwise unlawful statements or information. Client shall be responsible for all claims and liabilities arising out of any statements or information furnished to University by Client under this Agreement.

6.0 INSURANCE

During all times relevant to this Agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of $1 million per claim or occurrence and $2 million aggregate. If services provided under this Agreement include any professional services, each party shall also maintain professional liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of $1 million per claim or occurrence and $3 million aggregate. Each party shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. Within seven days of request, a party shall provide to the requesting party a certificate of insurance evidencing the coverage required by this Article 6.

7.0 RIGHTS IN DELIVERABLES

Title to existing intellectual property used by University in performing the Services and creating the Deliverables shall remain vested in the original owner. Title to all intellectual property conceived or reduced to practice by University employees and agents in performing the Services and in creating the Deliverables shall vest in University. Title to tangible Deliverables identified in Article 2.2 shall vest in Client upon delivery by University.

8.0 THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Client represents to University that it has all necessary intellectual property rights in any proprietary material or information provided required to perform the Services or to be included in the Deliverables and Client shall pay all costs and expenses, including royalties and license fees, incident to any such third party intellectual property rights. Client shall indemnify University and its trustees, officers and employees against all third party infringement claims arising from intellectual property rights furnished by Client to University for its use in performing the Agreement.

9.0 NOTICES

9.1 Delivery. All notices must be in writing and delivered to the party's representative(s) named below, appropriate to the nature of the notice, by U.S. first class postage-paid certified mail with return receipt requested; by a nationally recognized overnight courier or commercial carrier with delivery receipt; or by email, except that email is not permitted for legal notices. Notices are effective upon receipt by the designated representative, except that email is effective as of the first business day after the email is sent. A party may change its representative at any time by written notice to the other party.

9.2 Directing Notices. General notices, matters of approval for scope of services, or matters involving technical or scheduling issues related to Agreement performance shall be directed to the University Unit Representative. Matters involving legal issues, Agreement interpretation, or service of legal process shall be made to the University Legal Notices address.

University Unit Representative	Other Party Representative
Jean Sutow-Goldrich Learning Sciences Research Institute 1240 W. Harrison Chicago, IL 60607 Tel.: 312-996-2448	Casmir Gorman Riverside School District 96 3340 S. Harlem Ave. Riverside, IL 60546 Tel.: 708-447-5007

Email: sutow@uic.edu	Email: gormanc@district96.org
University Legal Notices	
The Board of Trustees of the University of Illinois ATTN: Secretary of the Board 352 Henry Administration Building 506 S. Wright Street Urbana, IL 61801	
University Contract Representative	
Erin Fields System Contract Management 809 S. Marshfield Avenue Chicago, IL 60612	

10.0 GENERAL PROVISIONS

10.1 Force Majeure. A party shall be excused from liability for its failure or delay in performance of any obligation under this Agreement due to an event beyond that party's reasonable control, including but not limited to acts of God, fire, flood, explosion, earthquake, or other natural disaster, war, civil unrest, strike or labor disturbance, acts of government, such as government-declared disaster, pandemic or public health emergency, or any other event that renders the party's performance impossible or illegal. Such excuse from liability shall be effective only to the extent and duration of the event causing the failure or delay in performance and only if the party has not caused the event to occur and continues to use diligent, good faith efforts to avoid the effects of the event and to perform the obligation if possible. The party claiming force majeure must give notice to the other parties promptly upon becoming aware of the event. Notwithstanding the foregoing, if the event of force majeure extends beyond 120 business days or is reasonably expected to extend beyond the performance period, any party may terminate this agreement by written notice to the other party, with the consequences of such termination as if this Agreement had expired by its terms.

10.2 Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this Agreement is intended to create any association, partnership, joint venture or agency relationship between them.

10.3 Use of Name. Neither party shall use the names, logos, marks, or other indicia of the other party, or any adaptations, without the prior written consent of the other party.

10.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the Agreement.

10.5 Assignment. Neither party may assign its obligations under this Agreement without the prior written consent of the other party.

10.6 Amendments. No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

10.7 Compliance with Laws. Each party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, and import and export control. Breach of this provision is a material breach of this Agreement.

10.8 Equal Opportunity. This Agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.

10.9 Waiver. The failure of either party to enforce any provision of this Agreement shall not waive the party's right to later enforce the provision or the Agreement.

10.10 Non-Exclusivity. This Agreement is non-exclusive. The University may perform the same or similar services for other clients.

10.11 Counterparts/Facsimile Signatures. This Agreement may be signed in counterparts. Facsimile, copied and electronic signatures constitute original signatures for all purposes.

10.12 Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this Agreement.

10.13 Headings. The headings of the sections, subsections, and paragraphs of this Agreement have been added for convenience only and shall not be deemed to be a part of this Agreement, nor shall they affect the interpretation or construction of this Agreement in any manner.

10.14 Governing Law and Jurisdiction. This Agreement and all claims arising out of or related to it shall be governed by the laws of the State of Illinois, excluding its conflict of laws provisions. All actions or proceedings arising out of or related to this Agreement shall be litigated in courts located within the State of Illinois. All claims against University must be filed in accordance with the Illinois Court of Claims Act. Client: (i) consents and submits to the jurisdiction of any state court located within Illinois; (ii) consents to delivery and service of process by means of the notice provisions established in this Agreement; and (iii) shall not bring any action or claim against University in any other jurisdiction.

10.15 Integration. This Agreement with its attachments, amendments, and incorporated references constitutes the parties' entire agreement regarding the subject matter. University will accept purchase orders or other similar payment instruments issued by Client pursuant to this Agreement for payment purposes only. No such payment instruments will be construed to modify this Agreement.

10.16 Authorized Signatories. The individuals signing this Agreement on a party's behalf represent that they have the requisite authority and intent to bind that party to this Agreement.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS	**RIVERSIDE SCHOOL DISTRICT 96**
By: _____ Paul N. Ellinger, Comptroller	By: _____
Date: _____	Printed: _____
	Title: _____
	Date: _____

Approved for legal form by Office of University Counsel JC 6/14/2024. Changes to template require University Counsel and OBFS approval.