

UNIVERSITY OF ILLINOIS

URBANA-CHAMPAIGN • CHICAGO • SPRINGFIELD

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND RIVER FOREST PUBLIC SCHOOLS DISTRICT 90

The parties to this Agreement are the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Learning Sciences Research Institute on the Chicago campus (“University”), and River Forest Public Schools District 90, a(n) Government Entity with a principal office at 7776 West Lake Street, River Forest, Illinois 60305 (“Client”).

1. PURPOSE.

Client desires to engage the expertise of University to perform certain services as described below, and 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. SCOPE OF SERVICES.

2.1 **Services to Be Performed.** University shall perform the following “Services”:

MCMC Mathematics Instructional Coaching services are designed to build the capacity of administrators and teachers in participating districts and schools to transition to the higher expectations of the Common Core State Standards for Mathematics (CCSSM). Coaching can help district staff translate their learning into practice, help them implement mathematical tasks, and influence and improve the instruction of mathematics in their schools and districts. Coaches can collaborate with teachers to:

- Improve student learning by supporting high-quality mathematics instruction;
- Support the implementation of mathematics tasks;
- Analyze student work together to gain insight into student thinking; and
- Support teaching and learning in other ways.

To build teachers’ capacity, time for full coaching cycles is essential (including collaborative planning, lesson visits, and conferring to provide feedback and support reflection for change). Coaching should be concentrated on a focused group of teachers to enable the sustained coaching needed to support lasting changes in practice to improve student learning. (In addition to work with individual teachers, coaches may also work with grade-

level or course teams.) Trust is essential to helping teachers grow, so the coaching relationship is non-evaluative, and coaches' work with teachers should be regarded as confidential.

In some cases, coaches may provide on-site professional development, which would require allocating sufficient additional planning time (at least one day per workshop day) as agreed in advance by the district and coach.

Effective coaching support also incorporates work with administrators. Coaches will work with principals and other district staff to support implementation and help deepen the capacity of school leaders to support improved mathematics instructions.

Coaches will agree with district leadership on clear goals, a long-term support schedule, and a reasonable and focused plan (including times to meet with district or school leaders) to help make coaching as effective as possible. Scheduled coaching visits cancelled by districts can generally not be rescheduled, due to prior commitments. Visits cancelled by a coach will be rescheduled in consultation with the district.

Consistent with decades of school improvement research, MCMI has found that districts get the most value from coaching, and achieve better and more lasting results, when they:

- Make mathematics improvement a district priority
- Ensure structures and support for substantive teacher collaboration focused on student learning, including regular common planning time
- Enable administrator engagement through time for learning and collaboration, to help ensure common messages from MCMI support, supervisors, and in evaluation
- Ensure that assessment policies and structures provide time and support for teachers' use of data to make instructional decisions that support student learning
- Create or continue a District Mathematics Leadership Team with diverse stakeholders which is provided time to develop a district vision for mathematics, promote dialogue, and problem-solve together
- Examine district structures and policies closely to ensure they support student learning (e.g., time for math instruction, teacher assignment and schedules, course tracking)

Change takes time, and can involve complex interactions among various district staff.

Success is most likely when all stakeholders are aligned both on the goals – what we want mathematics classrooms to look like to best support student learning – and on the process of getting there, so multiple levers can work together to improve student learning.

Mathematics instructional coaching is an effective support to transfer professional learning into practice, and achieving sustainable mathematics improvement within districts and schools.

- 2.2 **Client-Owned Deliverables.** As part of the Services, University shall deliver to Client the following “Deliverables”:

District 90 commits to allocate \$62,000 for 60 days of mathematics instructional coaching during the 2017-2018 school year. (If possible, the coach our district would prefer to be supported by is Nancy Mueller.)

- 2.3 **University-Owned Deliverables.** As part of the Services, ownership of the following shall remain vested in the University:

An MCMI coach can provide 60 days of in-person support in District 90 during the 2017-2018 school year, as well as providing general guidance to district leadership, for \$62,000. (To leverage prior collaboration and relationships, district preferences for a specific coach will be honored if possible.)

3. **TERM AND TERMINATION.**

- 3.1 **Term.** This Agreement shall not be binding until it is signed by both parties. The term of this Agreement shall commence on the “Effective Date” which shall be the later of July 1, 2017 or the last signature date appearing below, and shall expire on June 30, 2018.
- 3.2 **Renewal Options.** The parties may renew this Agreement only by mutually signed written amendment in accordance with Section 9.7. The term, including all renewals, shall not exceed ten years. The parties may adjust compensation rates at time of renewal.
- 3.3 **Termination for Cause.** In the case of material breach by either party, the non-defaulting party may terminate this Agreement at any time upon written notice if the breaching party fails to cure the breach within 10 days after receipt of written notice.
- 3.4 **Termination for Convenience.** Either party may terminate this Agreement for convenience upon 30 days’ 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. **COMPENSATION.**

- 4.1 **Rate of Compensation.** Client shall pay University compensation at the rate of \$62,000 for a maximum total payment of \$62,000 for all Services performed and Deliverables provided.
- 4.2 **Payment Schedule.** Client shall pay University according to the following schedule:
1st Payment \$31,000 Due on August 31, 2017; 2nd Payment Due on December 31, 2017
- 4.3 **Remittance Instructions.** University will submit an invoice to Client for Services performed, including any allowable reimbursable expenses incurred on a(n) Twice basis. Within 30 days of its 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.
- 4.4 **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 or may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including any attorney's fees and court costs.
- 4.5 **Suspension of Services.** University may suspend performance of Services upon five (5) 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. **LIABILITY AND WARRANTY.**

- 5.1 **DISCLAIMER.** University makes no representations, and disclaims all warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose and non-infringement, regarding all Services, Deliverables, goods, and facilities 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 for Services performed and Deliverables provided.

5.3 **Warranty and Liability.** Client guarantees and warrants 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 legally actionable, libelous or other unlawful statements or information contained in data furnished to University by Client incidental to the performance of the Services by University.

6. **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 \$3 million aggregate. Each party shall comply with applicable state laws governing workers' compensation and mandatory insurance for vehicles. Upon request and within seven (7) days each party shall provide to the other a certificate of insurance evidencing the coverage and limits required by this Article 6.

7. **RIGHTS IN WORK PRODUCT.**

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 created by University employees and agents in performing the Services and creating the Deliverables shall vest in University. Title to all tangible and intangible property conceived or created by University employees and agents in performing the Services and creating the Deliverables shall vest in University unless specifically identified as "Client-owned" under Section 2.2. In such event, title to all such tangible and intangible property shall vest in Client upon delivery by University.

8. **THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.**

Client guarantees and warrants to University that it has all necessary intellectual property rights in any proprietary materials 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 third party intellectual property rights required to perform the Services or to create the Deliverables. 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 this Agreement.

9. **GENERAL PROVISIONS.**

- 9.1 **Force Majeure.** A party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.
- 9.2 **Independent Contractor.** The parties are independent contractors with respect to each other. Nothing in this contract is intended to create any association, partnership, joint venture, or agency relationship between them.
- 9.3 **Use of Name.** YOU shall not use University's name or protected marks for any commercial purpose without University's advance written consent.
- 9.4 **Headings.** Headings in this contract are intended only to assist with readability and are not substantive.
- 9.5 **Severability.** If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.
- 9.6 **Assignment.** Neither party may assign its obligations under this contract without the prior written consent of the other party.
- 9.7 **Amendments.** No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.
- 9.8 **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.
- 9.9 **Equal Opportunity.** This Agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.

- 9.10 **Waiver.** The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.
- 9.11 **Non-Exclusivity.** This Agreement is non-exclusive. The University may perform the same or similar services for other clients.
- 9.12 **Counterparts/Facsimile Signatures.** This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.
- 9.13 **Ambiguities.** Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.
- 9.14 **Notices.** To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

University Representative:

Noemi Espinosa

Learning Sciences Research Institute

1240 West Harrison, Suite 1535

Chicago, IL 60607

312-996-8755

nepin1@uic.edu

Client Representative:

Edward J. Condon

River Forest Public Schools District 90

7776 West Lake Street

River Forest, IL 60305

708-771-8282

condone@district90.org

- 9.15 **Choice of Law.** This contract shall be interpreted by application of Illinois law without regard to its conflicts provisions.
- 9.16 **Integration.** This contract with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.
- 9.17 **Authorized Signatories.** The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.

SIGNATURE PAGE FOLLOWS

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS**

RIVER FOREST PUBLIC SCHOOLS DISTRICT 90

By: _____

By: _____ Printed: _____
Walter K. Knorr, Comptroller

Title: _____

Date: _____

Pre-approved for legal form by LTI 8/17/2015.

Changes to template require University Counsel and OBFS approval.