

MASTER RESEARCH SERVICES AGREEMENT

[The University of Chicago, for its Consortium on Chicago School Research]

THIS MASTER RESEARCH SERVICES AGREEMENT ("Agreement") is entered into as of this 1st day of March, 2016 ("Effective Date") by and between The Board of Education of the City of Chicago (the "BOARD"), a body corporate and politic commonly known as the Chicago Public Schools ("CPS"), and The University of Chicago ("University"), an Illinois not for profit corporation, for its Consortium on Chicago School Research ("CCSR").

RECITALS

- A. The Board desires to enter into a master research services agreement with University in order for CCSR to conduct research projects; and
- B. The Board desires that University, through its Consortium on School Research, conduct new research projects for the Board from time to time to (i) use rigorous methods to identify what matters for student and school success, (ii) develop stakeholders' understanding of the research basis for policy action and improvement of practice, and (iii) otherwise assist the Board with applied research and strategic planning as hereinafter set forth and not otherwise.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS:** The recitals first set forth above are hereby incorporated into and made a part of this Agreement.
2. **TERM AND OPTIONS TO RENEW:** This Agreement is for a term ("Term") commencing on the Effective Date and terminating on July 31, 2020, unless terminated sooner as specified in this Agreement. Upon mutual written agreement, the parties hereto may renew this Agreement (each a "Renewal Term").
3. **RESEARCH SERVICES; GENERAL SCOPE OF SERVICES; RESEARCH STUDY AND DATA POLICY; AND RESEARCH PROPOSALS AND STATEMENTS OF WORK:**
 - A. **Research Services:** From time to time, and as agreed upon by the parties hereto, UNIVERSITY shall provide research services to the Board ("Research Services"), in accordance with the terms and conditions of this Agreement and any executed Statement of Work. "Research Services" means, collectively, the services, deliverables, duties and responsibilities described in this Agreement and any executed Statement of Work, and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.
 - i. **General Scope of Services:** A general description of the types of Research Services that UNIVERSITY shall perform under this Agreement is set forth in the "General Scope of Services" attached hereto and incorporated herein by reference as Exhibit A. Any and all Research Services to be conducted under this Agreement shall fall within the approved parameters set forth in the attached General Scope of Services (Exhibit A). Either party

may request changes to the General Scope of Services. Any such changes shall be documented by a written amendment to this Agreement as described in Section 28 (Entire Agreement and Amendment) herein below.

B. Research Proposals and Statements of Work:

- i. Any and all Research Services performed pursuant to this Agreement and an executed Statement of Work shall be subject to the Board's Research Study and Data Policy (hereinafter referred to as the "**Research Policy**") approved November 14, 2007 (authorized by Board Report #07-1114-PO3), as amended on July 28, 2010 as such Research Policy may be further amended by the Board from time to time. Board policies and any updates thereto can be accessed through the following website: <http://policy.cps.k12.il.us>.
- ii. Prior to performing any Research Services, UNIVERSITY shall submit a written research services proposal to the Board (the "**Research Services Proposal**") in compliance with the Research Policy and any other applicable Board Rules, Policies and Procedures. Each Research Services Proposal shall identify and fully describe the Research Services proposed to be undertaken by UNIVERSITY. All Research Services Proposals shall contain sufficient detail to allow the Board to evaluate, among other things, the nature and scope of the proposed Research Services, the purpose and proposed use of the Research Services, and the Confidential Information and other data and information that UNIVERSITY will need to perform the Research Services. Prior to the Board granting approval of the Research Services Proposal, the Board shall have the right to (a) request additional information and/or (b) require UNIVERSITY to modify its Research Services Proposal. The Board shall determine if the Research Services Proposal requires approval from the Board's Research Review Board ("**RRB**") or Chief Data and Planning Officer or his/her designee. If the Research Services Proposal requires RRB approval, UNIVERSITY shall submit any information requested by the RRB to evaluate the Research Services Proposal. A Research Services Proposal that has received the approval of the Board shall be referred to as an "**Approved Research Services Proposal**."
- iii. Prior to the commencement of any Research Services described in Approved Research Services Proposal, the parties will develop a "**Statement of Work**" that incorporates the Approved Research Services Proposal. Prior to the commencement of any Research Services, this Statement of Work must be signed by an authorized representative of each party hereto. In the case of the Board, all Statements of Work must be signed by the Board's Chief Planning and Data Officer or his/her designee. All Research Services shall be conducted in accordance with the terms and conditions of this Agreement, the Approved Research Services Proposal, and the applicable Statement of Work. Each Statement of Work shall be incorporated into this Agreement by reference, as if fully set forth herein. All Statements of Work shall be conducted under the purview of an assigned CPS Project Manager ("**CPS Project Manager**"). As reasonably requested by the Board from time to time, UNIVERSITY shall report on the progress of each Statement of Work.
- iv. The terms and conditions of a Statement of Work may supplement, but may not modify the provisions of this Agreement. In the case of any conflict of terms between this Agreement and any Approved Research Services Proposal or Statement of Work, this Agreement shall control. Appended hereto as Exhibit B is the **Statement of Work Form** to be used for all Research Services conducted hereunder.

- v. The Board retains final authority with respect to any and all Research Services physically occurring on any property owned or controlled by the Board; any activity that negatively affects the safety or welfare of CPS students or Board Staff; and any dissemination of personally-identifiable student- or Staff-level data. Subject to Section 4.D. below, the Board retains final authority with respect to any and all dissemination of identifiable or de-identified student-level Confidential Information.
- vi. Either party may, from time to time, request changes in individual Statements of Work. Any and all such changes must be documented by a written amendment to such Statement of Work and must be signed by authorized representatives of each party hereto. In the case of the Board, amendments to Statements of Work must be signed by the Board's Chief Planning and Data Officer or his/her designee, and if the Research Services Proposal was subject to RRB approval, the amendment to the Statement of Work may require additional RRB approval.
- vii. It is understood and agreed that any executed Statements of Work under the Master Research Services Agreement entered into on March 1, 2011 ("**Prior Agreement**") between the Board and the University of Chicago, for its Consortium on Chicago School Research are hereby incorporated into this Agreement by reference and made a part hereof and are subject to the terms and conditions included in this Agreement, not the terms of the Prior Agreement under which they were executed.

4. CONFIDENTIAL INFORMATION; CPS DATA; UNIVERSITY-COLLECTED DATA; USE OF CONFIDENTIAL INFORMATION; AND THIRD PARTY CONFIDENTIAL AND PROPRIETARY INFORMATION:

- A. **Confidential Information:** In the performance of the Agreement, University may have access to or receive certain information that is not generally known to others ("Confidential Information" or "CPS Data"). Such Confidential Information may include, but is not limited to Staff Data, Student Data and School Level Data (each as defined in Section 4.B below) including, but not limited to: name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, PARCC scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information, college enrollment records, Free Application for Federal Student Aid ("FAFSA") information; and unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to University. Confidential Information does not include UNIVERSITY-Collected Data (as defined in Section 4.C.Below).
- B. **CPS Data:** Pursuant to a fully executed Statement of Work, the BOARD may provide UNIVERSITY with Confidential Information. Such information may include (i) "**Student Data**" comprised of (a) personally identifiable student level data, (b) de-identified student level data, or (c) aggregate level student data; (ii) "**Staff Data**" comprised of (a) personally-identifiable staff level data, (b) de-identified staff level data, or (c) aggregated staff level data; and (iii) "**School Level Data**" comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular CPS school and which is not Student Data or Staff Data. For purposes of this Agreement, any reference to Confidential Information shall be inclusive of Student Data, Staff Data, and School Level Data. For the

purposes of this Agreement, the term "Staff" shall mean individuals employed by the Board.

- C. **Data Collected by UNIVERSITY:** In the course of performing research services ("Research Services") in accordance with the terms of this Agreement and an executed statement of work ("Statement of Work"), as detailed in section 3.B ii above, UNIVERSITY may be permitted to collect certain information concerning CPS students, CPS Staff, and individual Chicago Public Schools. UNIVERSITY shall strictly adhere to the procedures specified in this Agreement and the applicable Research Services Proposal when collecting any and all such data and shall obtain all necessary written consents to collect such data. UNIVERSITY's failure to strictly adhere to the procedures specified in this Agreement and the applicable Research Services Proposal when collecting data shall be considered a material breach of this Agreement. Data collected by UNIVERSITY pursuant to this Paragraph 4.C. shall be collectively referred to as "UNIVERSITY-Collected Data."
- D. **Use of Confidential Information:**
- i. UNIVERSITY warrants and represents that (a) it shall not use any Confidential Information for any purpose not specifically identified in the associated Statement of Work; (b) it shall not use any Confidential Information for any other research project or purpose, regardless of whether such research project or purpose is internal (within another department) or external to UNIVERSITY, unless such other research project or purpose is explicitly described in the associated Statement of Work. Any use of the Confidential Information not specifically contemplated in the associated Statement of Work shall be considered a material breach of this Agreement. UNIVERSITY
 - ii. UNIVERSITY shall not disclose the Confidential Information except to those of its agents, employees, and subcontractors who have a need to know the Confidential Information.
 - iii. Subject to the provisions of the applicable Statement of Work, the terms of this Agreement, all applicable state, federal and local laws, executive orders, and ordinances, and all applicable BOARD Rules and Policies, UNIVERSITY may do the following:
 - a. Perform the Research Services explicitly described in the applicable Statement of Work; and
 - b. Use aggregated data in publications resulting directly from the Research Services performed from an executed Statement of Work without written approval from the Board, provided that no such publication shall contain individually identifiable Confidential Information or references the Board and that the Board receive a preview copy prior to publication of any and all such publications and an opportunity to comment within thirty (30) days of receipt; and UNIVERSITY agrees to consider all such comments. Further, UNIVERSITY may analyze aggregated data generated across multiple executed Statements of Work in publications and presentations without additional written approval from the Board provided that the designated CPS Project Manager a preview copy of any and all such publications and an opportunity to comment within thirty (30) days of receipt; and UNIVERSITY agrees to consider all such comments. The Board shall also have the right to inspect publications for inadvertent disclosures of individually identifiable information or Confidential Information. If any such information is identified during the Board's review, University shall remove the information to ensure confidentiality and compliance with the obligations outlined in

this Agreement. Any such removal shall be final and University agrees that the publication of any individually identifiable information or Confidential Information the Board requested be removed in writing shall be considered a material breach of this Agreement. UNIVERSITY shall give the designated CPS Project Manager and the Chief Planning and Data Officer copies of the final publications on a timely basis.

- c. No less than ten (10) business days prior to the dissemination of any press release related to any Research Services provided pursuant to this Agreement or any executed Statement of Work, UNIVERSITY shall provide copies of such press releases to the Board's Office of Communications for written approval. University shall not use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools, during or after the performance or the delivery of Research Services, nor may University photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board's Office of Communications.

5. **DISSEMINATION OF INFORMATION; TRANSMITTING AND STORING CONFIDENTIAL INFORMATION; OWNERSHIP; STAFF AND SUBCONTRACTORS; FREEDOM OF INFORMATION ACT; AND SURVIVAL:**

- A. **Dissemination of Information:** Unless otherwise specified in a particular Statement of Work, and except as otherwise permitted in this Agreement, UNIVERSITY shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If UNIVERSITY is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in UNIVERSITY's possession, UNIVERSITY shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. UNIVERSITY shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. UNIVERSITY shall cause its UNIVERSITY Staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by UNIVERSITY under this Agreement. Notwithstanding the above, UNIVERSITY may share Confidential Information with collaborators in the research described in the Approved Research Proposal ("**Non-University Collaborators**") provide that such Non-University Collaborators are listed on the Approved Research Proposal and have agreed, in writing, to be bound by the confidentiality and non-use obligations herein.

B. **Transmitting and Storing Confidential Information:**

When transmitting Confidential Information, UNIVERSITY shall do the following:

- i. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- ii. Only mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Confidential Information is encrypted. Encryption must

utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Confidential Information shall only be mailed in accordance with the provisions of Section i, above;

- iii. Encrypt all Confidential Information prior to transmitting it electronically. UNIVERSITY shall not transmit any unencrypted Confidential Information via email, blackberry, blackjack, instant messages or any other unencrypted protocols.
- iv. Not send any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;
- v. Keep all physical copies (paper or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. UNIVERSITY shall not leave Confidential Information unsecured and unattended at any time;
- vi. Encrypt any and all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, tape, flash drives, etc. Further, such electronic media shall be kept locked, or otherwise have sufficient physical access control measures to prevent unauthorized access. UNIVERSITY shall not leave Confidential Information in any electronic format unsecured and unattended at any time;
- vii. UNIVERSITY shall password protect any laptop or workstation that contains Confidential Information. Additionally, any laptop or workstation that contains Confidential Information shall have its full hard drive Encrypted. UNIVERSITY shall not leave any laptop or workstation unattended without enabling a screen-lock or otherwise blocking access to the laptop or workstation. UNIVERSITY shall ensure that no password or other information sufficient to access a laptop or workstation containing Confidential Information is attached to or located near the laptop or workstation at any time.
- viii. UNIVERSITY shall store Confidential Information on a proprietary file server that is located in the continental United States and not shared by other entities, including but not limited to other departments of the University. UNIVERSITY shall ensure the security of the Confidential Information stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, UNIVERSITY shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.

C. Ownership:

- i. Any and all Confidential Information provided by the Board shall at all times be and remain the property of the Board. Any and all intellectual property developed by the Board shall at all times be and remain the property of the Board.
- ii. Unless otherwise specified in a particular Statement of Work, the Board acknowledges and agrees that all intellectual property developed by UNIVERSITY shall be and remain the property of University. All UNIVERSITY-Collected Data that

was obtained in accordance with this Agreement and with parental consent pursuant to RRB approval shall at all times be and remain the property of the University.

- D. **UNIVERSITY Staff and Subcontractors:** UNIVERSITY agrees to cause its personnel, staff, research interns, Non-University Collaborators and its subcontractors (collectively, "UNIVERSITY Staff") to undertake the same obligations of confidentiality and ownership agreed to herein by UNIVERSITY; and it shall train such UNIVERSITY Staff on the proper methods to be used for safeguarding the Confidential Information.
 - E. **Destruction of Confidential Information:** UNIVERSITY shall, upon the termination or expiration of this Agreement, cease using and destroy all Confidential Information furnished by the Board in performance under this Agreement. UNIVERSITY shall destroy all Confidential Information within ten (10) business days of termination or expiration of the Agreement. UNIVERSITY shall confirm by written affidavit to the Board that UNIVERSITY has complied with the requirement of this provision to destroy such items.
 - F. **Unauthorized Access.** If University has knowledge of any unauthorized access and/or use of shared Confidential Information, it shall: (i) notify the Board immediately, which in no event shall be longer than twenty four (24) hours from the University receiving notice of the unauthorized access and use; (ii) take prompt and appropriate action to prevent further unauthorized access or use; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access and use, including the discharge of the Board's duties under the law; and (iv) take such other actions required under any federal or state law, such as providing notification to the affected persons. The University shall include the Unauthorized Access provision in any and all agreements they execute with subcontractors under this Agreement.
 - G. **Freedom of Information Act:** UNIVERSITY acknowledges that this Agreement and all documents submitted to the BOARD related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. UNIVERSITY further acknowledges that this Agreement shall be posted on the BOARD'S Internet website at www.cps.edu.
 - H. **Survival:** The provisions of this Section shall survive the termination or expiration of this Agreement.
6. **FINGERPRINT BASED CRIMINAL HISTORY RECORDS CHECKS:** University represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check conducted on all employees, agents, and subcontractors who may have contact with CPS students (collectively "Staff") in accordance with the Illinois School Code (105 ILCS 5/34-18.5); the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.); and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("Records Check"). It is understood and acknowledged that contact via text messages, live chats, emails or through any other means shall be considered "contact" for the purposes of this Section. A complete Records Check includes the following:
- (a) Fingerprint-based checks through the Illinois State Police and the FBI;
 - (b) A check of the Illinois Sex Offender Registry; and

- (c) A check of the Violent Offender Against Youth Database.

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS 5/34-18.5 or any offenses enumerated under the Sex Offender and Child Murderer Community Notification Law or the Murderer and Violent Offender Against Youth Registration Act, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

University shall not allow any of its Staff to have contact with a CPS student until a Records Check has been conducted for that person and the results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended. Within fifteen (15) business days before any Staff has contact with any CPS students and on or before the Agreement's anniversary date(s) during the Term and any Renewal Term, University shall submit a written report to CPS's Chief Officer of Safety & Security and/or its Deputy Chief of Network Security ("CPS Safety Officer"). The report shall include at least the following information:

- 1) the specific method of completing the Records Check;
- 2) the names of each Staff member who satisfactorily passed the Records Check within the quarter before s/he has any contact with a CPS student; and
- 3) the procedure to update each Staff member's Records Check through the Term of the Agreement, including any Renewal Terms (intervals between each Staff member's updates shall not be less than annually).

On a quarterly basis thereafter, University shall: i) periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each Staff member who has contact with students and shall immediately remove any Staff member who may be identified on either registry; ii) provide a written report to CPS's Safety Officer listing the names of all new Staff members who have contact with CPS students and certifying that Records Checks were satisfactorily completed for those individuals before s/he had any contact with CPS students; and iii) provide any other information requested by the Board.

If University fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement and any others that University may have with the Board; or (ii) immediately terminating this Agreement, in whole or in part, without any further obligation by the Board of any kind.

7. **COMPENSATION AND PAYMENT:** The Board shall not pay University for any Services under this Agreement, nor shall the Board reimburse University for any expenses under this Agreement. UNIVERSITY shall either pay the Board an annual fee ("**Annual Fee**") to cover the Board's costs associated with providing Confidential Information to UNIVERSITY pursuant to Research Services performed under this Agreement and the associated Statements of Work, or, the UNIVERSITY shall provide a University employee to CPS and the University employee with work under the supervision of the Chief Officer of Planning and Data, or his/her designee, to prepare the approved Confidential Information. The Annual Fee shall be paid upon execution and annually no later than June 30, and

will include, but not be limited to, costs associated with the preparation and transferring of Confidential Information to UNIVERSITY. Notwithstanding the foregoing, it is understood and agreed that the complexity of a Data request may be extraordinary and the fulfillment of such request may require unanticipated Board resources. In such event, the Board shall have notify UNIVERSITY that it must assess an additional data fee for such request and the Board will give UNIVERSITY a written quote for such project(s). The Annual Fee for the first year of the Term shall be Fifteen Thousand and 00/100 Dollars (\$15,000). Each year of the Term, and each year of any Renewal Term, the Board shall have the right to increase the Annual Fee by an amount not to exceed 20% per year. UNIVERSITY shall pay the Annual Fee Net 30 days of its receipt of an invoice from the Board. UNIVERSITY shall have the right to terminate this Agreement within thirty (30) days after receipt of invoice from the BOARD in the event that UNIVERSITY does not have available funding for the payment of the Annual Fee.

8. **RESEARCH FUNDING:** UNIVERSITY is responsible for funding all Research Services provided pursuant to this Agreement and shall, upon request, give the Board proof of such funding.
9. **DATA TO BE SHARED BY UNIVERSITY:** From time to time, UNIVERSITY will provide to the Board certain data as mutually agreed by the parties and in accordance with The University of Chicago Institutional Review Board approval(s). This data and other information (collectively, the "UNIVERSITY Information") will be provided in an electronic format as mutually agreed by the parties.
10. **COMPLIANCE WITH LAWS, RULES, ORDINANCES, AND POLICIES:** UNIVERSITY represents and warrants that it is and shall remain in compliance with all applicable local, state and federal laws, ordinances, regulations and statutes relating to this Agreement including, but not limited to, the *Illinois School Student Records Act*, the *Family Education Rights and Privacy Act of 1974* ("FERPA"), otherwise known as the *Buckley Amendment*, and the *Health Insurance Portability and Accountability Act* ("HIPAA"), and those relating to non-discrimination. Further, UNIVERSITY represents and warrants that it is and shall remain in compliance with all applicable Board policies and rules including, but not limited to, the CPS Research Study and Data Policy, as such policy may be amended by the BOARD from time to time, regarding the use of Confidential Information. UNIVERSITY agrees to be responsible for the compliance of its UNIVERSITY Staff and subcontractors, if any, with the obligations agreed to by UNIVERSITY under this Agreement.
11. **INDEMNIFICATION:**
 - A. **Indemnification by UNIVERSITY:** UNIVERSITY agrees to protect, defend, indemnify, keep, save, and hold the Board, its officers, officials, CPS Staff and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees (including reasonable attorney's fees) or other expenses or liabilities of every kind, nature and character, including but not limited to, expenses of the enforcement of this indemnification provision, arising out of or relating to any and all claims, liens, demands obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of UNIVERSITY's unauthorized or negligent use, access or handling of the Confidential Information, or the negligent acts or omissions or willful misconduct of UNIVERSITY, its officers, officials, agents, UNIVERSITY Staff, and subcontractors hereunder.
 - B. **Non-Liability of Board Members and CPS Staff:** UNIVERSITY agrees that no Member of the Chicago Board of Education, nor any CPS Staff, agent, officer or official shall be personally

charged by UNIVERSITY, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to UNIVERSITY, its members if a joint venture, or any subcontractors.

12. **EVENTS OF DEFAULT:** Events of default by UNIVERSITY ("**Events of Default**") include, but are not limited to, the following:
- A. Any material misrepresentation by UNIVERSITY in the inducement or the performance of this Agreement;
 - B. Breach of any term, condition, representation or warranty made by UNIVERSITY in this Agreement;
 - C. Failure of UNIVERSITY to perform any of its obligations under this Agreement;
 - D. Action or failure to act by UNIVERSITY which negatively affects the safety or welfare of students or CPS Staff; and
 - E. Failure to conduct the Research Services in a manner that is consistent with the Approved Research Services Proposal.
13. **REMEDIES:** The occurrence of any event of default permits the Board, to declare UNIVERSITY in default. The Board shall give UNIVERSITY an opportunity to cure the default within not less than 30 days unless extended by the Board ("**Cure Period**"). Whether to declare UNIVERSITY in default is within the sole discretion of the Board.

The BOARD shall give UNIVERSITY written notice of the default in the form of a cure notice ("**Cure Notice**"). The Board shall also indicate any present intent it may have to terminate this Agreement, subject to UNIVERSITY's right to cure. It is understood and agreed that any such decision to terminate the Agreement in whole or in part is final and effective upon giving the notice, subject to UNIVERSITY's right to cure. The Board may give a default notice ("**Default Notice**") if UNIVERSITY fails to effect a cure within the Cure Period given in the applicable Cure Notice. When a Default Notice with intent to terminate is given, as provided in this Section, UNIVERSITY must discontinue all Research Services, unless otherwise directed in the notice. Following the giving of notice hereunder and the expiration of any Cure Period, if no adequate cure is made, the Board may invoke any or all of the following remedies:

- A. Terminate this Agreement in whole or in part or any Statements of Work, effective at a time specified by the Board;
- B. Suspend current Research Services in whole or in part during the designated Cure Period if the default results from an action or failure to act by UNIVERSITY which affects the safety or welfare of students or CPS Staff; or
- C. Receive from UNIVERSITY any and all damages incurred as a result or in consequence of an Event of Default as finally determined and awarded by a court of competent jurisdiction.

If the Board's election to terminate this agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant the Section 14 below.

14. **EARLY TERMINATION:** Either party may terminate this Agreement at any time by not less than 30 days' notice to the other party in accordance with the notice provisions of this Agreement. The effective date of termination shall be the date stated in the notice.

After a termination notice is received under this Section, UNIVERSITY must restrict its activities and those of its subcontractors, to winding down any Research Services, reports, analyses, or other activities previously begun.

UNIVERSITY must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

UNIVERSITY shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against UNIVERSITY.

15. **ASSIGNMENT:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.
16. **SURVIVAL AND SEVERABILITY:** All express warranties, representations and indemnifications made or given in this Agreement shall survive the expiration or termination of this Agreement, for any reason, and the completion of any Research Services authorized under any Statement of Work executed hereunder. If any provision or part of this Agreement is held to be unenforceable, this Agreement will be considered divisible and such provision will be deemed inoperative to the extent it is deemed unenforceable, and in all other respects this Agreement will remain in full force and effect: provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision will be deemed to be so limited and will be enforceable to the maximum extent permitted by applicable law.
17. **INJUNCTIVE RELIEF:** In the event of a breach or threatened breach of Sections 3, 4 or 5 of this Agreement, UNIVERSITY acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, UNIVERSITY agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.
18. **TURNOVER OF DOCUMENTS AND RECORDS:** Upon demand of the BOARD or upon termination of this Agreement for any reason or upon the expiration of this Agreement by its terms, UNIVERSITY shall turn over to the Board or its designee within five (5) business days of demand, all Confidential Information. Upon written permission from the Board's Chief Performance Officer, UNIVERSITY shall be entitled to retain a copy of all such materials, including Confidential Information (but excluding individually identifiable Confidential Information) until no longer needed for the purposes for which the study was conducted.
19. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles. The University irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out of or relating to or in any way concerning the execution or performance of this Agreement. University agrees that service of

process on University may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in Notice Section above, by registered or certified mail addressed to the office actually maintained by University, or by personal delivery on any officer, director, or managing or general agent of the University. If any action is brought by the University against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

20. **WAIVER:** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and each party reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
21. **NOTICES:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. Any notice involving non-performance or termination shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt if mailed. Refusal to accept delivery has the same effect as receipt.

IF TO THE BOARD:

Originals:
Chief Planning and Data Officer
The Board of Education of the City of Chicago
42 West Madison, 3rd Floor
Chicago, IL 60602

Copy:
General Counsel
The Chicago Board of Education
Law Department
1 North Dearborn, Suite 900
Chicago, IL 60602
Fax: 773/553-1701

IF TO UNIVERSITY:

Originals:
The University of Chicago
6030 S. Ellis Ave., Room 114
Chicago, IL 60637
Fax: 773-702-8669
Email: io-ura@lists.uchicago.edu

Copy:
The University of Chicago
Vice President and General Counsel
5801 S. Ellis Avenue, Suite 619
Chicago, Illinois 60637
Fax: 773-702-0934

22. **CONFLICT OF INTEREST:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former members of the Chicago Board of Education within a one-year period following expiration or other termination of their office.
23. **DISCRIMINATION:** It shall be an unlawful employment practice for UNIVERSITY or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status, or national origin, or to limit, segregate, or classify UNIVERSITY Staff or applicants for employment from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such

individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status, or national origin. UNIVERSITY shall comply with the Civil Rights Act of 1964, 42 U.S.C.A. §2000, *et seq.*, as amended, the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.* The Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*, as amended, the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*, the Illinois Human Rights Act, 775 ILCS 5/1-10, as amended, and the Chicago Human Rights Ordinance, MCC ch. 2-160.

24. **INSPECTOR GENERAL:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
26. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute but one instrument.
27. **FACSIMILES:** This Agreement will be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means will be considered binding for both parties.
28. **ENTIRE AGREEMENT AND AMENDMENT:** This Agreement, including all exhibits attached to it and individual Statements of Work executed by the parties from time to time in accordance with the provisions contained hereinabove, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits and subsequently executed Statements of Work are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
29. **RIGHT OF ENTRY:** In the event that any of the Research Services requires UNIVERSITY or any of its UNIVERSITY Staff, subcontractors or agents, conducting such Research Services hereunder to enter upon Board property in connection with the performance of the Research Services, UNIVERSITY and such UNIVERSITY Staff, subcontractors or agents shall be permitted to enter upon Board property for the limited purposes of performing the Research Services, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. UNIVERSITY shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. UNIVERSITY shall use, and shall cause each of its officers, staff and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Research Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement.
30. **INSURANCE.** UNIVERSITY hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement adequate coverage for all Research Services being performed under this Agreement. Coverage under such self-insurance shall be at least as broad as the Board's minimum insurance requirements which are:
 - **Workers' Compensation and Employers' Liability Insurance** - Workers' Compensation and Employers' Liability insurance covering all staff who are to provide Research Services under this

Agreement and Employers' Liability coverage with limits of not less than Five hundred thousand and 00/100 Dollars (\$500,000.00) per occurrence. Evidence of Workers' Compensation and Employers' Liability insurance is not necessary if coverage is not required under Illinois law.

- **Commercial General Liability Insurance** - Commercial General Liability Insurance with a combined single limit of One Million and 00/100 dollars (\$1,000,000) per occurrence and Two Million and 00/100 dollars (\$2,000,000) in the aggregate for personal injury and property damage liability inclusive of independent contractors, contractual liability for the insured Agreement and products/completed operations coverage maintained for not less than two (2) years following termination of the Agreement or completion of the Research Services.
- **Automobile Liability Insurance** - When any motor vehicle (owned, non-owned and hired) is used in connection with the Research Services to be performed, UNIVERSITY shall provide Automobile Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence and One Million and 00/100 dollars (\$1,000,000.00) in the aggregate for bodily injury and property damage.
- **Cyber Liability And Privacy & Security Coverage.** Cyber Liability and Privacy & Security Coverage for damages arising from a failure of computer security, or wrongful release of Confidential Information, including expenses for notification as required by local, state or federal guidelines, with limits of liability not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of 2 years after expiration or termination of this Agreement or proposer must secure a 2-year extended reporting provision.

Insurance- Additional Insureds - UNIVERSITY shall have their general liability insurance endorsed to provide that the Board of Education of the City of Chicago, a body corporate and politic, and its staff, the Public Building Commission of Chicago and such other entities as may be designated by the Board are listed as "Additional Insureds" on a primary basis without recourse or right of contribution for liability arising from the work.

Insurance Certificate. UNIVERSITY shall require their insurer(s) to submit insurance certificate(s) evidencing coverage maintained by the UNIVERSITY indicating that the Board, and its members, staff and agents, the Public Building Commission of Chicago and its commissioners, officers, staff and agents and such other parties as may be designated by the BOARD are additional insureds on the general liability insurance. University shall annually submit a letter of self-insurance evidencing all coverage as required hereunder to:

Board of Education of the City of Chicago
Office of Risk Management
42 West Madison, 2nd Floor
Chicago, IL 60602
Attn: Risk Manager

UNIVERSITY's failure to carry or document required insurance shall constitute a breach of the Agreement and any failure by the Board to demand or receive proof of insurance coverage shall not constitute a waiver of UNIVERSITY's obligation to obtain the required insurance. The Board

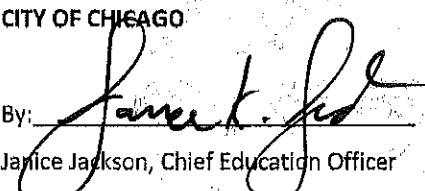
reserves the right to obtain copies of insurance policies and insurance records by written request at any time from UNIVERSITY or their subcontractors, and to modify, delete, alter or change insurance requirements at any time.

UNIVERSITY shall require any subcontractors performing Research Services hereunder to maintain comparable insurance which shall name UNIVERSITY, the Board inclusive of its members, staff and agents, and any other entity designated by the Board as Additional Insureds. UNIVERSITY will maintain a file of their subcontractors' insurance certificates evidencing compliance with these requirements.

[Signature page to follow]

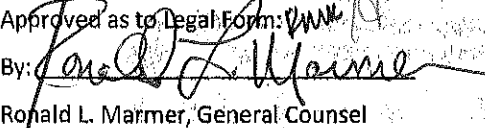
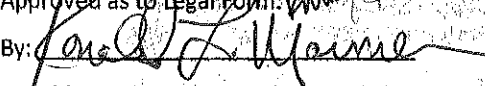
IN WITNESS WHEREOF, the parties hereto have caused this Master Research Services Agreement to be executed by their duly authorized representatives as of the latest date below.

THE BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: 
Janice Jackson, Chief Education Officer

Date: 3/27/16

Approved by: 
Robert Boik, Chief Officer of Planning and Data

Approved as to Legal Form: 
By: 
Ronald L. Marmer, General Counsel

THE UNIVERSITY OF CHICAGO

By: 

Print Name: Michael R. Ludwig

Print Title: Assoc. Vice President for Research Administration

Date: 3/17/16

Table of Exhibits and Attachments:

Exhibit A: General Scope of Services for UNIVERSITY

Exhibit B: Statement of Work Template

Exhibit A

GENERAL SCOPE OF SERVICES

THE UNIVERSITY OF CHICAGO, Consortium on Chicago School Research

The University of Chicago Consortium on School Research conducts research of high technical quality to:

- Inform and assess policy and practice in the Chicago Public Schools.
- Help to build capacity for school reform by identifying what matters for student success and school improvement
- Create critical indicators to chart progress
- Conduct theory-driven evaluation to identify how programs and policies are working.

The scope of research undertaken by UNIVERSITY is consistent with this mission. The CPS data obtained through research projects that have been approved by the Board will allow UNIVERSITY to work with the Board and other stakeholders to understand how policies and practices in Chicago Public Schools improve the well-being of children and youth, especially related to their academic performance and school outcomes.

Specifically University will conduct various studies of how schools shape students' growth and readiness for adult success and ways in which current structures influence the quality and effectiveness of teachers and leaders; it will also study the intersection of schools with the communities they serve. UNIVERSITY will provide the board with reports and briefs based on research findings; as appropriate it will provide individual schools with reports on their own organizational strength and on how their students perform on various indicators and outcomes. UNIVERSITY will support efforts to communicate results to various stakeholder groups.

Exhibit B.

**STATEMENT OF WORK # _____
RESEARCH PROPOSAL FORM**

MASTER AGREEMENT FOR RESEARCH SERVICES

THE UNIVERSITY OF CHICAGO CONSORTIUM ON SCHOOL RESEARCH

Name of Research Project: _____

CPS Research Project Manager: _____

Phone: 773-_____ E-Mail: _____

UNIVERSITY Research Project Manager: _____

Phone: _____ E-Mail: _____

Period of Performance: _____ until _____

University IRB number: _____

CPS RRB number, if applicable: _____

This Statement of Work #____, dated _____, which includes the attached Research Services Proposal, shall be conducted pursuant to the terms and conditions of the Master Agreement for Research Services ("**Agreement**") dated insert DATE by and between The Board of Education of the City of Chicago (the "**BOARD**"), commonly known as the Chicago Public Schools ("**CPS**"), and The University of Chicago ("**University**"), on behalf of its Consortium on School Research. Defined terms used in this Statement of Work shall have the same meanings as those ascribed to such terms in the Agreement.

1.This Statement of Work shall be subject to the terms and conditions of the Agreement and all work and Research Services performed hereunder shall be conducted as described in the Research Services Proposal that was approved by the BOARD (the "**Approved Research Services Proposal**"). [Note: If the above-named Research Services only involves the exchange of Confidential Information and does not require that University have contact with CPS students or CPS Staff, the signature of the BOARD'S Chief Data and Planning Officer or his/her designee on this Statement of Work evidences the BOARD'S approval of the Research Services Proposal. If the Research Services Proposal was subject to the BOARD'S RRB process, a copy of the signed RRB approval letter for this Research Services Proposal must be attached to this Statement of Work to evidence the BOARD's approval of the Research Services Proposal.]

Check the applicable box:

☐ This Research Services Proposal only involves the exchange of Confidential Information/Existing Secondary Data.

- ☐ This Research Services Proposal also involves primary research data collection and was subject to the RRB process.
- Attached hereto and incorporated herein by reference as Attachment 2 is a copy of the RRB approval letter for the above-named Research Services.
 - Attached hereto and incorporated herein as Attachment 3 is a summary of the Approved Research Services Proposal. Such "Proposal Summary" is subject to the approval of the BOARD'S Chief Performance Officer or her designee.

Either party may request changes to this Statement of Work, but any such changes must be documented by a written amendment to this Statement of Work and must be signed by an authorized representative of each party hereto. In the case of the BOARD, any such amendment must be signed by the BOARD'S Chief Officer of Planning and Data or his/her designee, and if the underlying Research Services Proposal was subject to RRB approval, the BOARD will determine whether the Amendment to this Statement of Work requires additional RRB approval.

RESEARCH SERVICES PROPOSAL

Research Study Name: _____

to be conducted by

THE UNIVERSITY OF CHICAGO CONSORTIUM ON SCHOOL RESEARCH

Instructions:

- Please provide the information requested in **Items 1-5** below. The information provided should be accurate and complete. If you wish, you may use text from your Research Review Board ("RRB") submission materials.
- Your Research Services Proposal must be approved, signed and dated by an authorized representative of UNIVERSITY; and it must be approved, signed and dated by the BOARD'S Chief Data and Planning Officer or his/her designee to be valid.
- If this Research Study involves more than obtaining Student Data, Staff Data, and School Level Data directly from the Board, you must append a copy of the RRB Approval Letter to this Research Services Proposal.

The Statement of Work for this Research Study cannot be executed until this Research Services Proposal has been signed by an authorized representative of the UNIVERSITY and by the Chief Data and Planning Officer of the Board or his/her designee. A signed copy of this Research Services Proposal must be attached to the subject Statement of Work.

At a minimum, such overview should include the following information:

1. Provide the Research Questions to be addressed by the Study, and Project Overview.
2. Describe and list the existing CPS data sources that Consortium on School Research wishes to analyze and describe any new data that Consortium on School Research wants to collect.
3. Describe the analytic techniques to be employed to answer the Research Questions.
4. Describe the data collection activities that Consortium on School Research will employ and provide an approximate schedule for these activities to occur.
5. Provide the Research Study timeline, including the reporting and deliverable schedule.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work # /Research Proposal Form to be executed by their duly authorized representatives as of the date first set forth above.

**THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO**

THE UNIVERSITY OF CHICAGO

By: _____
Stacy Norris
Director of Research and Evaluation

Date: _____

By: _____
Print Name: _____

Print Title: _____

Date: _____