

**OMNI YOUTH SERVICES, INC.
SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is made and entered into as of 10/1/2026, by and between OMNI Youth Services, Inc. (“OMNI”), an Illinois corporation, and District 26 (referred to as Company or Customer) in Wheeling Township. OMNI serves as the fiscal agent for Link Together Coalition (Exhibit A).

1. INITIAL TERM

This agreement shall become effective on October 1, 2023 and terminate on September 30, 2027.

2. RESPONSIBILITIES OF OMNI

OMNI shall assign an employee or employees to provide services to Company as described in the attached “Statement of Work,” (see Exhibit A) which is made a part of this Agreement.

3. RESPONSIBILITIES OF COMPANY

Compensation: Company shall pay for services provided by OMNI employees under this Agreement at the rates specified in the accompanying “Statement of Work.”

4. OMNI EMPLOYEES

The assignment of any OMNI employees to provide services for Company does not affect the employee’s relationship with OMNI and the employee does not acquire any employment right with Company by virtue of this agreement.

5. CHANGES TO WORK

School District may request, and OMNI may recommend in writing, without invalidating the Agreement, changes in the Statement of Work consisting of additions, deletions, or other modifications. OMNI will provide School District with a written addendum to the Statement of Work setting forth the agreed upon modification(s) to the Statement of work and any additional costs of such modifications.

6. SUSTAINABILITY PAYMENT

Annual Sustainability payment is appreciated by November 1, 2026.

Middle Schools \$5000 annually

7 middle schools X \$5000 = \$35,000

High Schools \$7500 annually

5 high schools X \$7500 = \$37,500

Who: D26/River Trails Middle School

Link Together/OMNI Contact: Kris Zerfass

Payment Amount: \$5000

See the attached “Statement of Work” for details.

7. COMPLIANCE WITH LAW

OMNI and School District agree to comply with all applicable federal, state or local laws and regulations now in effect, or hereafter amended or adopted, which govern the provision of services provided during the term of this agreement, or any extension thereof. Each party shall have the right to reopen this Agreement in the event any laws or regulations are changed or adopted which materially affect any of the provisions of the Agreement or in the event of a change to the manner or by the amount or method in which OMNI is compensated or reimbursed for services rendered. In the event that a party reopens this Agreement, it shall give written notice to the other party, specifying the change or modification requiring reopening. Both parties shall then negotiate in good faith an amendment to those terms of the Agreement affected by the change or modification.

8. CONFIDENTIAL INFORMATION

OMNI hereby acknowledges that employees providing services under this Agreement may be exposed to confidential and proprietary information of the School District including, without limitation, technical information, business information, protected health information and other information designated as confidential expressly or by the circumstances in which it is provided. Confidential information does not include: (1) information already known or independently developed by the recipient; (b) information in the public domain through no wrongful act of the recipient; or (c) information received by the recipient from a third party who was free to disclose it.

a) Covenant Not to Disclose

Unless required by court order, with respect to the School District’s confidential information, OMNI agrees that during the term of the agreement and at all times thereafter it shall not use, commercialize or disclose such confidential information to any person or entity, except to its own employee(s) having a “need to know” (and who are themselves bound by similar nondisclosure restrictions), and to such other recipients as the other party may approve in writing; provided, that all such recipients have first executed a confidentiality agreement in a form acceptable to the owner of such information. OMNI shall use at least the same degree of care in safeguarding the School District’s confidential information as it uses in safeguarding its own confidential information, but in no event shall less than due care be used.

b) Protected Health Information (PHI)

With regard to the use and disclosure of PHI, OMNI agrees to: (a) not use or disclose PHI other than as permitted or required by this Agreement or by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement or law; and (c) ensure that any agents and subcontractors agree to these same restrictions and conditions.

9. TERMINATION FOR DEFAULT

This Agreement may be terminated for default by either party upon thirty (30) days written notice, or upon the other party's breach of any material contractual obligation hereunder.

a) If D26 terminates the Agreement for default, OMNI shall refund School District any amount paid to OMNI for the period of time wherein services were not delivered in accordance with this Agreement. OMNI shall be considered in default if it fails to deliver the reasonable services as described in this Agreement including all Attachments. If for any reason it is determined that OMNI was not in default under the Agreement at the time of School District termination, OMNI shall be entitled to recover from School District the same amount as OMNI would be entitled to receive under a termination for convenience as provided for below.

b) D26 shall be considered to have materially breached its obligations hereunder, and to be in default, if (a) Customer fails to pay OMNI in accordance with the payment terms provided for in this Agreement, (b) School District fails to comply with the School District Responsibilities described in this Agreement; (c) School District ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, becomes the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days or making an assignment for the benefit of its creditors.

10. TERMINATION FOR CONVENIENCE

Termination of this Agreement for any reason other than OMNI's default per the above listed conditions must be done in writing with 30 days advance notice.

Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party.

11. AUTOMATIC AMENDMENT

If any provision contained herein be or becomes violate any federal, state or local law, rule or regulation, such provision shall be deemed to be automatically amended from and after the date such provision became violative of such law, rule or regulation it being the intention of the parties hereto that this agreement, and its provisions, shall at all times be in compliance with all applicable federal, state or local law, rules and regulations.

12. CONTRACT NON-ASSIGNABLE

This contract shall not be assignable by either party without the written consent to the other, and any purported assignment without such consent shall be void.

13. ENFORCEMENT COST

In the event that OMNI or School District must use any form of legal action, including alternative dispute resolution, to enforce the Agreement, the non-prevailing party will pay to the prevailing party any and all cost of such enforcement including, but not limited to reasonable attorney's fees.

14. INDEMNIFICATION

OMNI and School District each hereby agrees to indemnify and hold harmless the other party, its employees, officers, directors and agents from and against all liabilities, claims, demands, losses, costs, fines, penalties or expenses including reasonable attorney's fees, arising out of the negligent acts or omissions of its employees, officers, directors or agents in the performance of its obligations under the terms of this agreement. A party's indemnification obligation shall not apply to liability arising from or caused by the gross negligence or willful misconduct of the other party, or its directors, officers, agents, volunteers, assigns, and/or employees in the performance of its obligations under the terms of this agreement.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties. No employee, representative, or agent of either party has any authority to bind the respective party to any modification of this Agreement unless specifically included as a written amendment executed by both parties.

16. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

ATTEST:

OMNI
1111 West Lake Cook Road
Buffalo Grove, Illinois 60089

Doryce McCarthy
By: Doryce McCarthy
President of Operations

D26/River Trails Middle School
1000 N. Wolf Road
Mt. Prospect, IL 60056

By: Jodi Megerle
Superintendent of Schools

EXHIBIT A

STATEMENT OF WORK

Purpose:

Link Together is the community Coalition serving Wheeling Township. The mission is to promote healthy youth, families, and communities by decreasing teen alcohol, marijuana and vaping use. Prevention services are comprised of six key strategies including information dissemination, education, alternative activities, strengthening communities, environmental strategies and identifying current teen drug trends.

With sustainability funds, Link Together plans to maintain the successful Coalition that has served Wheeling Township community and schools for the past ten years. The Coalition will continue to provide the following to youth and the community in D21, D23, D25, D26 and D214.

<i>Prevention Initiatives</i>	MS	HS	Wheeling Township Community
Social Norms Communication Campaign (Posters and Bathroom Briefs)	X	X	
Social Norms Supplemental: lunchroom tables, posters, per your request	X	X	
PSA's coming Spring 2026	X	X	
Impaired and Distracted Driving Parking Pass Policy		X	
Impaired Driving banners			X
D214 Vaping Module for incoming freshman and restorative justice		X	
Youth Prevention Education Evidence Based Curriculum	X	X	
Parent presentations: minimum of one annually	X	X	X
Staff presentations: minimum of one annually	X	X	
Policy Work (Advocacy)	X	X	X
Anecdotal Data Collection about youth	X	X	
IYS (IL Youth Survey) technical assistance	X	X	
Link Together Website	X	X	X
Link Together social media	X	X	X
Link Together Newsletter	X	X	X
Talk. They Hear You. community banners	X	X	X
Open House/Conferences tables	X	X	
Mock Teen Bedroom	X	X	X
Speakers for students/parents (free and contribution possible)	X	X	
Current drug trends analyzing and providing prevention service strategies in the schools	X	X	
School Board presentations	X	X	
Collaborative work, including consultation, with the D214 Leadership Team		X	

Three Coalition meetings and committee meetings			X
IPN (Illinois Prevention Network)	X	X	X
Functioning Executive Board that meets four times per year	X	X	X
Maintenance of Coalition sector representation	X	X	X
CADCA (Community Anti-Drug Coalitions of America membership)	X	X	X
CADCA Leadership Forum and Mid-Year Institute	X	X	X
Partnership with Glenbard Parent Series	X	X	X
Link Together Area Project Board for CYS (Community Youth Services)	X	X	X
Your Actions Matter Bottle Hangers (youth service hours)	X	X	X
Advocacy in your communities regarding substances/local ordinances	X	X	X
Town Halls			X
Drug Take Back Promotional materials	X	X	X
Village Social Host Ordinances including Alcohol and Marijuana	X	X	X
Compliance Checks and Enforcement of Police Check Ins			X
Community Assessments/Environmental Scans/Hot Spots			X
Drug Trend Education to Community organizations			X
Wheeling Township Newsletter as space allows			X
National Night Out			X
Information Table at Community Events			X
Summer Celebration	X	X	X
OMNI and Community Resource Collaboration	X	X	X
Prevention Team available per your request	X	X	X