

**LICENSE AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF GAVIN SCHOOL DISTRICT 37
AND
KIDS ABOVE ALL ILLINOIS**

THIS LICENSE AGREEMENT (this “**Agreement**”) is made and entered into as of the dates executed by parties, by and between Kids Above All Illinois, an Illinois not-for-profit corporation (“**KAA**”), and the Board of Education of Gavin School District 37 (“**Board**” or “**District**”) (collectively, the “**Parties**”).

WHEREAS, KAA is a not-for-profit organization that offers programs in Cook, DuPage, Kane and Lake counties, including early childhood education, safe, supportive housing, and transformative counseling services; and

WHEREAS, KAA can provide licensed and qualified professional staff (hereinafter, “**Personnel**”) to provide counseling and related services to students and families (“**Services**”); and

WHEREAS, KAA desires to offer accessible, continuous, counseling services at a location in the District to provide convenient access for the District’s students and families; and

WHEREAS, the District is willing to provide KAA access to space at the District’s schools to enable KAA to conveniently provide the Services to the District’s students; and

WHEREAS, the parties desire to memorialize their respective rights and obligations in this Agreement.

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

ARTICLE 1 – TERM OF AGREEMENT

1.01 Term and Termination. This Agreement will be in effect from the date that the last party signs this Agreement, until **August 31, 2027**. Thereafter, the Parties may mutually agree, in writing, to renew this Agreement for additional specified terms. Either party may terminate this Agreement at any time, with or without cause, by providing at least ten (10) calendar days’ prior written notice to the other party.

ARTICLE 2 – RESPONSIBILITIES OF KAA

2.01 Services. In accordance with the terms of this Agreement, KAA shall provide counseling and related services to the students, and their families, of the District in accordance with a schedule to be mutually agreed upon. Related services include but are not limited to intake assessments, referral services, and income-based determinant evaluations.

2.02 License. This Agreement constitutes a license to use District property for such Services. KAA does not provide the Services at the request of, for or on behalf of the District, and KAA is not a contractor of the District. KAA must explain to all participants that they are participating in the Services voluntarily and the District is not mandating the Services. The District may provide information on the Services provided by KAA to students and families in the discretion of the District.

2.03 Mandated Reporter. Personnel will abide by the provisions of the Illinois *Abused and Neglected Child Report Act*, 325 ILCS 5/1 *et seq.*, with respect to reporting abused and neglected children during their time providing the Services to the District's students.

2.04 Compliance with Board Rules and Policies. KAA agrees to abide by all applicable Board policies and procedures, including, but not limited to, policies applicable to conduct on District property, all applicable policies regarding gaining access to students to provide the Services, and all applicable policies and procedures concerning health, safety, and security. KAA acknowledges that the District may require KAA to limit, modify, reduce, or discontinue its use of District property if needed for public health reasons, including to enable the District to conduct social distancing or due to school closures.

2.05 Supplies. KAA shall provide all supplies necessary for the provision of its Services as set forth herein, at no additional cost to the District. In the event of termination, any remaining supplies shall be the sole property of KAA and shall not be used, disseminated, or otherwise disposed of without the express written consent of KAA.

2.06 Qualified Personnel. KAA shall solely use qualified Personnel to perform the Services. Personnel shall possess a current state license/registration and/or certification as applicable for the Services to be provided to the students, including QBS and CPR program certifications, or personnel shall work under the supervision of a licensed clinician to the extent permitted by applicable law.

KAA shall ensure that all personnel providing therapeutic services are appropriately licensed and/or, where necessary, are appropriately supervised by a clinically licensed therapeutic service provider. The parties agree that, to the extent appropriate and consistent with applicable law, KAA may employ interns maintaining, at least, a Master's degree in an appropriate field of study

provided that such interns refrain from engaging in any action or inaction that would require such individuals to possess a license or clinical license.

2.07 Background Checks. Because the Personnel are expected to have direct, daily contact with students, all Personnel must submit to a criminal background investigation in accordance with 105 ILCS 5/10-21.9. In accordance with 105 ILCS 5/10-21.9, KAA shall ensure that the Personnel have authorized a criminal background investigation by the District (unless a satisfactory background investigation is on file with the Regional Office of Education or Educational Service Region) and, at the request of the District, a DCFS Child Abuse Registry background investigation, which investigations shall be commenced (or, at the District's option, completed) prior to the individual commencing the Services. KAA acknowledges that the eligibility of any individual to perform the Services is contingent upon the District deeming acceptable the results of such criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check, as well as such other licensure documentation and information provided to the District. The District will notify KAA within three (3) days if the District determines that any individual is not eligible to perform the Services. Due to restrictions on disclosure of background check information, the District may not be able to specify to KAA the reasons for a determination of ineligibility. KAA shall reimburse the District for the direct costs of conducting such investigations.

KAA shall ensure that it will not knowingly allow any individual who has been convicted of any prohibited offense, pursuant to the *Health Care Worker Background Check Act*, 225 ILCS 46 *et seq.*, to provide any Services or other function associated with the Agreement on the District's property. Pursuant to the Illinois Criminal Code (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent or Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. KAA shall ensure that Personnel providing Services are notified of this law and that no child sex offender shall be utilized in any of the Services. KAA shall provide immediate notice to the District in the event any Personnel is prohibited from being present on the District's property. Additionally, all Personnel must comply with KAA's contracting requirements, including, but not limited to, background checks, and hiring process and criteria.

To the extent required by 105 ILCS 5/24-5 or any other law, rule or regulation, KAA shall provide to the District, at KAA's expense, evidence of the Personnel's physical fitness to perform their duties and freedom from communicable disease.

2.08 Communications with District. KAA must identify an employee to serve as the contact person for communications with the District. In addition, an KAA administrator must oversee the provision of the Services and provide supervision to the Personnel.

ARTICLE 3- RESPONSIBILITIES OF THE DISTRICT

3.01 Work Environment. The District shall provide KAA with access to a private workspace, to be identified, that will enable KAA to safely and confidentially provide the Services to the District's students. The District shall provide furniture (tables, chairs, etc.) as needed. KAA will return the property to its prior condition before departing each day. The District may use this space for other purposes when not in use by KAA. KAA may store records on District property but must store any confidential records in a locked file or within KAA's electronic medical records system.

The District shall ensure that all private workspace provided to KAA are habitable and safe for occupancy. In the event that designated spaces are not available for KAA to provide the services listed in this Agreement, the District shall provide notice of such to KAA within 48 hours or as soon as practicable.

In the event the space typically reserved for KAA's provision of services in this Agreement becomes unavailable and the parties are not able to mutually agree upon alternative space to be provided, students and participants shall have the option of discontinuing services or continuing such services at KAA offices.

ARTICLE 4- COST AND COMPENSATION

4.01 Cost of Services. KAA shall not charge the District for the Services. KAA will make the Services available to as many students and families as it determines to be possible, even if such families are not able to pay for the Services. KAA shall be compensated for services provided through either the recipient's health insurance and/or payment remitted by the recipient on a sliding-scale basis.

ARTICLE 5- GENERAL TERMS

5.01 Relationship between KAA Personnel and the District. All Personnel are and shall remain employees, contractors, interns or volunteers of and for KAA. Such individuals are not employees or contractors of the District of any kind. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, agency, joint venture, contractor, or fiduciary, between the Parties, or to allow any party to exercise control or direction over the manner or method by which any of the Parties perform services herein. KAA acknowledges that the Personnel are performing Services separately and independently from the District's control, supervision, direction, and evaluation and that they will exercise diligence and a high level of skill, as necessary to perform the Services. The District shall have no obligation to provide training to these individuals related to the performance of their duties in accordance with professional standards. KAA, through its individuals performing Services, shall have the responsibility to comply with all applicable laws and standards of care in the provision of Services. KAA and the

District agree that no joint employer relationship is intended to be formed under this Agreement, and KAA indemnifies the District for any joint employer responsibilities that may be claimed.

The provision of Services by KAA's employees under this Agreement shall not constitute probationary service or otherwise contribute toward tenure with the District under the Illinois *School Code*. KAA and individuals performing Services shall have no claim under this Agreement or otherwise against the District for vacation pay, sick leave, retirement benefits, workers' compensation, disability or unemployment insurance benefits, or any other wages or benefits of any kind. KAA acknowledges that it is solely responsible for any taxes, including but not limited to, self-employment tax and federal and state income tax that must be paid in connection with this Agreement, and is further responsible for all payroll and compensation matters related to individuals providing services, including providing and paying all compensation and benefits (including, but not limited to, worker's compensation and sick leave) and making all required tax withholdings and filings with respect to the individuals performing the Services.

5.02 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to any entity owned by or under common control with assignor.

5.03 Consent and Release Forms. KAA must obtain consent from parents/guardians for the provision of the Services. KAA must also obtain consent to disclose information to the School District regarding any threats to the safety of the educational environment. KAA will immediately disclose to the District if it learns of information regarding threats to the safety of the educational environment. To the extent allowed by law, the District will promptly disclosure to KAA if it learns of information regarding threats to the safety of KAA Personnel.

5.04 Insurance. KAA will maintain (at its sole expense), or require Personnel to maintain, a valid policy of insurance evidencing (1) Commercial General and Professional Liability coverage (including sexual misconduct coverage) of not less than \$1 million per occurrence and \$2 million in the aggregate, covering acts or omissions in conducting and providing the Services under this Agreement, and (2) Umbrella or Excess Liability Insurance with policy limits of not less than \$5 million dollars for each occurrence and in the aggregate, which shall follow the form of the underlying Commercial General Liability Insurance in all respects. KAA shall name the Board, its individual board members, employees, and agents as additional insureds on such policies, on a primary and noncontributory basis. KAA shall maintain worker's compensation insurance for all KAA employees in accordance with Illinois law. KAA will provide a certificate of insurance evidencing such coverage to the District upon request and will provide prompt written notice of any material change in KAA's coverage.

5.05 Indemnification. KAA shall indemnify and hold harmless the District, its individual Board members, employees, and agents from and against any and all claims, actions, liabilities, and expenses (including attorneys' fees and court costs) arising out of, related to, or connected with

any act or omission of KAA and its Personnel relating to this Agreement, any Services performed hereunder by the offending party, any covenants made in this Agreement by KAA, and any breach of this Agreement by KAA.

The District shall indemnify and hold harmless KAA, its individual Board members, employees, and agents from and against any and all claims, actions, liabilities, and expenses (including attorneys' fees and court costs) arising out of, related to, or connected with the District's failure to maintain the space provided by the District hereunder in a habitable and safe condition. Notwithstanding the above, the District reserves the right to assert any and all defenses available to it under the Illinois *Local Governmental and Governmental Employees Tort Immunity Act*.

5.06 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice

of such change of address to the other party.

District:

25775 W. Highway 134

KAA:

8765 W. Higgins Rd.

Suite 450

Chicago, IL 60631

Attn: Chief Clinical Operating Officer

Ingleside, IL 60041

Attn: Superintendent

5.07 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

5.08 Entire Agreement. This Agreement constitutes the entire agreement between the District and KAA regarding the Services described in this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This agreement may be executed in any number of counterparts and by electronic mail or facsimile, each of which will be deemed to be the original but all of which together shall constitute one and the same instrument. No amendments to this Agreement will be effective unless made in writing, duly authorized, and signed by both parties.

5.09 Compliance with Laws. KAA agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations, and shall not discriminate in the provision of services on the basis of disability, gender, race, ethnicity or other protected status. If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein. KAA certifies that it is not

currently under investigation or debarment by any state or federal governmental agency for Medicare or Medicaid fraud, and that to the best of its reasonable knowledge, neither KAA nor its currently practicing employees or contractors are currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG, GSA or SAM lists. In the event an investigation of KAA is initiated by any state or federal governmental agency, KAA shall promptly notify the District. In the event an investigation of KAA is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the District reserves the right to immediately terminate this Agreement. KAA agrees to provide such documentation of services as may be required by the District for grant compliance and audit requirements. KAA shall maintain business records related to the Services (fees received and expenses incurred) for 5 years after the effective date of the Agreement.

5.10 Confidentiality. Except as outlined herein, KAA shall be the custodian of all records relating to its provision of the Services to the District's students, whether such Services are provided on or off District property, and KAA shall be responsible for maintenance, storage, confidentiality, and retention of such records as required by law. Records in the custody of KAA shall not be considered school student records. The District shall have no responsibility for maintenance or custody of records relating to students that are created, received, and maintained by KAA. Neither KAA nor the District shall disclose to each other such records or information concerning students except pursuant to parental consent or unless otherwise allowed by law. Records related to students that are received by either party from the other party pursuant to parental consent shall be maintained by the receiving party in accordance with its own records confidentiality protocols and in accordance with applicable confidentiality laws and regulations.

KAA will ensure that no information identifying a student that is received from the District (i.e. information treated by the District as "student record information" as defined in the *Illinois School Student Records Act* (105 ILCS 10/1 et seq.) or "education record" as defined the *Family Educational Rights and Privacy Act* (20 USC 1232g), and their implementing regulations) will be released in violation of any applicable state or federal law or regulation.

5.11 Severability. If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.12 Governing Law. This Agreement shall be governed by the laws of the State of Illinois. The sole venue for litigation and disputes arising out of this Agreement shall be the state courts in the County in which the District administrative office is located and state appellate and federal courts covering that jurisdiction.

5.13 Contract Authority. Each of the parties executing this Agreement represents and warrants that they have the proper and necessary authority to execute this Agreement and to bind their representative entities.

5.14 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

5.15 Requests for Information. The District acknowledges that KAA's services and records pertaining thereto may be subject to restrictions on disclosure. If the District receives a formal written request for information about the services provided by KAA to District students, the District shall, to the extent allowed by law and practicable, notify KAA of such request.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

**BOARD OF EDUCATION OF
GAVIN SCHOOL DISTRICT 37**

By: _____
President

Date: _____
ATTEST

By: _____
Secretary

Date: _____

KIDS ABOVE ALL ILLINOIS

By: _____

Its: _____

Date: _____