

Lights on For Learning After-School Wellness Club Agreement

This Agreement is made and entered into by and between *Thrive Therapy Support Services* ("Thrive"), an Illinois limited liability company, and the *Board of Education of United Township High School District 30* ("UTHS"), an Illinois Public School District, collectively referred to as the "Parties."

I. Background

- a.** UTHS students benefit from the provision of an afterschool club that allows the United Township High School District 30 to provide programming beyond school hours for the students and families most in need of academic support and enrichment.
- b.** Eirik Gustafson is a qualified mental health provider and professional counselor and is an experienced practitioner in providing school-based clinical therapy services to students and staff.

II. Terms

- a. Services:** Thrive shall provide after school programming services ("Services") to be offered at UTHS by a Thrive qualified mental health counselor ("Thrive counselor") in the duration of a 28-week period. The purpose of the club is to provide students a club that will take a holistic approach to wellness. Wellness is associated with intentions, choices and actions focusing on career, social, financial, physical and community wellbeing. The goal of this group is to provide additional support to eliminate barriers that are affecting students academically. Students participating in the club will learn about wellness through various activities, group discussions and guest speakers. Referrals for Services will be made to the Thrive counselor from the UTHS guidance counselors, social workers, and other school staff, as appropriate.
- b.** It will be the role of the RIROE to continue its Lights ON for Learning 21st Century Community Learning Center Network and facilitate the communication and collaboration between the Thrive Therapy Support Services, LLC.
- c.** It will be the responsibility of the Thrive Therapy Support Services, LLC to provide academic enrichment programming for the families of enrolled in the Lights ON for Learning 21st Century Community Learning Center Network students.
- d.** It will be the responsibility of the Thrive Therapy Support Services, LLC to provide qualified instructors for all programming sessions.
- e.** It will be the responsibility of the LEA to provide safe and clean facilities for all programming sessions.
- f.** It will be the responsibility of the LEA to manage a mutually agreed upon calendar of activities for all programming sessions.
- g.** It will be the responsibility of the LEA to provide current lists of enrolled and participating Lights ON for Learning 21st Century Community Learning Center Network families.
- h.** It will be the responsibility of the Thrive Therapy Support Services, LLC. to provide a monthly report of all participating Lights ON for Learning 21st Century Community Learning Center Network families.

- III. Fees and Payment.** For the Services, UTHS will pay to Thrive Therapy Support Services, LLC. \$22,000 per program, with each program consisting of 28 two-hour sessions. All programming offered will be paid out of Nita M. Lowey 21st Century Community Learning Centers grant funds and are contingent upon grant approval.

- a. Payments shall be made on a monthly basis, by check issued to Thrive Therapy Support Services, LLC with a remittance address of 1215 25th St., Moline, Illinois 61265. Thrive certifies that the payments made pursuant to this Agreement shall be used only for the specific purposes of school-based therapy services authorized by UTHS.

IV. Term and Termination. The Term of the Agreement shall be 2025-2026 school year ("Term"). If the Parties wish to extend or renew the Term, they shall do so in writing.

- i. This Agreement may be terminated prior to the expiration date of the Term if Thrive fails to deliver counseling services to UTHS students or is otherwise in breach of this Agreement. Written notice will be delivered by UTHS to Thrive 30 days in advance of terminating the Agreement.
- ii. Thrive may terminate this Agreement in the event the Thrive counselor resigns unexpectedly from his position and Thrive cannot find a suitable replacement, in agreement with UTHS, within 30 days of the resignation,
- iii. In the event the Agreement is terminated prior to the end of the Term, UTHS will no longer be required to pay for the Services under this Agreement and shall not be held liable to Thrive, any other entity and/or individual, for any claim, damages or losses arising, directly or indirectly, out of this Agreement or from any other cause.

V. Location of Service Provision. The Services shall be provided by Thrive at UTHS. Sessions may be held outside of UTHS with approval of field trips.

- i. In the event Thrive damages UTHS property, Thrive shall, at Thrive's sole cost, restore the property or any surrounding area. The restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If Thrive does not repair the damage within 14 days after receiving written notice from UTHS, or a lesser time if UTHS determines the damage creates an emergency, UTHS may repair the damage and Thrive shall reimburse UTHS for the costs UTHS incurs within 14 days after UTHS provides a written invoice to Thrive.

VI. Parental Consent. Prior to Thrive providing Services for a student, a release of information form will need to be signed by the student, as well as the parent/guardian of the student if under the age of 18.

VII. Criminal Background Check. Thrive shall not send to any school building or school property any employee or agent who would be prohibited from being employed by UTHS due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. Thrive shall make every Thrive counselor who will be sent to any school building or school property available to UTHS for the purpose of submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any Thrive counselor is sent to any school building or school property. Thrive will reimburse UTHS for the costs of the checks. Additionally, at least quarterly, Thrive shall check if an employee or agent is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry.

VIII. Student Records- Confidentiality. Thrive and its counselors and any persons handling records on its behalf shall comply with all applicable provisions of federal and state laws and

regulations, including without limitation the Illinois School Student Records Act, the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in their current and amended forms and all corresponding regulations. All records shall be the sole property of UTHS and shall be maintained at UTHS's location in accordance with all applicable State and federal laws and regulations. Copies as necessary and to the extent permitted by law shall be made available to Thrive as required for the furtherance of providing Services and as required for all public health reporting.

- a. **FOIA.** As an independent contractor of UTHS, records in the possession of Thrive related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). Thrive, at Thrive's cost, shall immediately provide UTHS with any such records requested by UTHS in order to timely respond to any FOIA request received by UTHS. UTHS will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If Thrive refuses to provide a record that is the subject of a FOIA request to UTHS and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes UTHS in any way, Thrive shall reimburse UTHS for all costs, including attorneys' fees, incurred by UTHS related to the FOIA request and records at issue.
- b. **Indemnification.** To the fullest extent allowed by law, Thrive agrees to reimburse defense costs, indemnify, and hold harmless UTHS, its Board, and employees, from and against all injuries, loss, causes of action, claims, liability, damages, or judgments, including costs, expenses, and attorneys' fees, to the extent arising from (1) Thrive or Thrive counselor's negligent acts and/or errors and/or omissions in the performance of the services; (2) Thrive's breach of the Agreement; or (3) Thrive's violation of law. The indemnification obligation set forth in this Paragraph shall not be limited by the amount of any insurance maintained by Thrive, or by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- c. **Insurance.** During the term of this Agreement, Thrive, at its sole cost and expense, and for the benefit of UTHS, shall carry and maintain the insurance as set forth in Exhibit A of this Agreement.

IX. Miscellaneous

- a. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties related to the provision of the Services.
- b. **Amendments/Assignments.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing and signed by the Parties. Thrive cannot assign its rights or responsibilities under this Agreement to another party without the prior written consent of UTHS.
- c. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Rock Island, Illinois, or the federal district court for the Northern District of Illinois.

- d. **Notice.** All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed received within five (5) business days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by U.S. Mail or hand delivery to the specified address. All notices sent to Thrive will be mailed to 1215 16th Avenue Moline, Illinois 61265. Notices to UTHS must be sent to 1275 Avenue of the Cities, East Moline, IL 61244, Attn: Superintendent. Either party may from time to time change its Notice Address by written notice to the other party.
- e. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the party whose performance is affected.
- f. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby
- g. **Waiver.** The waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

X. **Effective Date.** The Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

- a. By signing below, the Thrive Therapy Support Services, LLC representative acknowledges that she has read and understands the terms in this contract and agrees to comply with the requirements reflected herein.

Intending to be bound, the undersigned, being authorized parties, confirm their acceptance of this Agreement by signing below.

UTHS:

Date:

Thrive Therapy Support Services:

Date:

Rock Island Regional Office of Education

Date

EXHIBIT A

Insurance Certificate