

AGREEMENT FOR MENTAL HEALTH SERVICES

This Agreement, made and entered into by and between the Board of Education of Galesburg Community Unit School District No. 205 (hereinafter “School District” or “District”) and Bridgeway Inc., a non-profit 501(c)3 (hereinafter “Bridgeway” or “Contractor”);

WITNESSETH:

WHEREAS, the School District student population is occasionally in need of mental health services to address issues arising outside of the school program that impact students’ ability to learn and perform at school; and

WHEREAS, the School District desires to provide a pilot program for mental health services at Lombard Middle School; and

WHEREAS, said mental health services will be supplemental, in addition to, and separate from the educational program offered by the District; and

WHEREAS, the provision of mental health services requires a high degree of professional skill in which the fitness of the individual and entity play a critical role; and

WHEREAS, the parties have reached mutually acceptable terms for the provision of such mental health services and wish to memorialize the same herein;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, it is agreed by and between the parties as follows:

1. Incorporation of Preambles. The parties find that all of the preambles contained herein are full, true and correct and do incorporate them into this Agreement by this reference.

2. Services to be Performed. Bridgeway shall during the period of this Agreement supply a master’s level mental health professional to Lombard Middle School to provide mental health, services as necessary, including, but not limited to:

- A. Individual assessment and treatment planning;
- B. Individual and group counseling;
- C. Crisis services;
- D. Coordination of community / medical services;
- E. Collection and analysis of data (absenteeism, truancy, discipline, academic performance, etc.).

3. Referral Procedure. The School District shall develop referral procedures and shall refer students and families to Bridgeway as it deems necessary. Bridgeway shall not have access to any students and/or student records (or information by which an individual student may be identified) as defined by the Illinois School Student Records Act (ISSRA) and/or Family Educational Rights and Privacy Act (FERPA) absent prior written consent from the student's parent or guardian.

4. Compensation. As compensation for the services rendered by Bridgeway under this Agreement, the District shall pay Bridgeway an amount not exceed \$72,537. Said compensation shall be paid after Bridgeway invoices the District at the end of each quarter beginning with the July 2018 fiscal cycle.

5. Term. This Agreement shall be effective August 15, 2018 and shall terminate, without notice, on June 30, 2019.

6. Early Termination. Either party may terminate this Agreement, prior to the termination date, without penalty, upon thirty (30) days prior written notice. If the Agreement is so terminated, the District shall be liable only for the pro-rated amount of the total compensation through the date of termination.

7. Relationship of Parties. Bridgeway enters into this Agreement, and will remain throughout the term of this Agreement, as an independent contractor. Bridgeway agrees that Bridgeway and Bridgeway's agents or employees are not and will not become an employee, partner, agent, or principal of District while this Agreement is in effect.

Bridgeway and Bridgeway's employees are not entitled to the rights or benefits afforded to District employees, including disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Bridgeway is responsible for providing at Bridgeway's sole expense, disability, unemployment, worker's compensation, and other insurance, training permits, and licenses for Bridgeway and for Bridgeway's employees and subcontractors, as required by law.

Bridgeway agrees to comply with all federal, state, and municipal laws, rules, regulations, and District policies and regulations, that are now or may in the future become applicable to Bridgeway's business, equipment, and personnel engaged in an operation covered by this Agreement or accruing out of the performance of such operations. Specifically, Bridgeway is hereby provided the following information regarding District Policies and Regulations relating to health, safety, confidentiality of student records, non-discrimination, and sexual harassment. Public schools are governed by state and federal laws and District policies. When independent contractors work with students and staff in schools, they must abide by these directives:

Confidentiality: During Bridgeway's association with the District, it may have access to confidential and sensitive information regarding a child, family, or staff member. Student information in schools is governed by the Family Educational Rights and Privacy Act (FERPA) and the Illinois School Student Records Act (ISSRA). These federal and state laws prohibit information from a student's educational record to be released without prior written parent permission. Bridgeway is prohibited from disclosing to the public the identity of any student eligible for or receiving special education services without the written permission of the student's parents.

Child Abuse: If a child (or family) referred to Bridgeway shares information that may indicate he or she is abused or in danger, report this immediately to the DCFS Hotline. If there are any questions regarding this issue, please contact the school principal.

Non-discrimination: No student or staff person shall be treated differently, spoken to disrespectfully, or denied services on the basis of race, religion, sex, sexual orientation,

disability, age, national origin or marital status. Each student and staff person is to be treated with respect and dignity.

Sexual Harassment: No student or staff person shall be subjected to inappropriate, unwelcome sexual overtures which interfere with the individual's education or work. Examples of prohibited conduct include unwarranted name calling, comments, touching, jokes, and compliments of a sexual nature.

8. Method and Supervision of Performance. The actual performance and superintendence of all services performed under this Agreement shall be by Bridgeway. The District may designate a representative who shall at all times have access to the location for the provision of services under this Agreement for the purposes of observing or inspecting the work performed by Bridgeway and to judge whether such work is being performed by Bridgeway in accordance with the provisions hereof and to secure the satisfactory completion thereof.

9. Insurance. Bridgeway shall at its sole expense secure and maintain professional and general liability insurance coverage in the amounts of \$1 million /\$3 million. The District Board of Education and its officers and employees shall be named as an additionally insured in Bridgeway's insurance policy. Proof of insurance coverage shall be submitted for District records.

10. Background Check Required. Bridgeway, and any and all employees of Bridgeway under this Agreement, shall provide the District with a copy of their clearance through the processes of the Illinois criminal history background check. Failure of Bridgeway to comply with this section shall be grounds for the District to immediately terminate this Agreement.

11. Indemnification. Bridgeway agrees to protect, defend, indemnify, and to hold harmless the District, its officers, agents, and employees, from any and all claims and losses

resulting from the performance of the Agreement and from any and all claims and losses resulting to any person who may be injured by Bridgeway in the performance of this Agreement.

12. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or power for all or any other items.

13. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14. No Assignment. Neither this Agreement, nor any interest therein, or claim hereunder, shall be assigned or transferred by Bridgeway to any party or parties without written approval by District.

15. Notices. Any notice required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by First Class Mail, registered or certified mail, postage prepaid, addressed:

To the District:

Dr. John Asplund, Superintendent
Galesburg Community Unit
School District No. 205
932 Harrison St.
Galesburg, IL 61401

To Bridgeway:

Mr. William Nelson, CEO
Bridgeway, Inc.
2323 Windish Dr.
Galesburg, IL 61401_

8. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be provided by Bridgeway, and contains all of the covenants and agreements between the parties with respect to said services. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on

behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date written after its signature by an authorized agent below.

**BOARD OF EDUCATION
GALESBURG COMMUNITY UNIT SCHOOL
DISTRICT NO. 205**

By: _____
Its President

ATTEST:

Its Secretary

By: _____
Its President

ATTEST:

Its Secretary