



To: Dr. Mike Riggle, Superintendent

From: Ms. Lauren Fagel, Principal, Glenbrook South
Dr. John Finan, Principal, Glenbrook North

Date: December 12, 2016

Re: Discussion/Action Text-a-Tip Service Agreement

Recommendation

It is recommended that the Board of Education approve a 1-year agreement with Text-a-Tip in the amount of \$13,520.

Background

Text-a-Tip is an anonymous text crisis hotline that offers support to youths. Operating 7 days a week, 24 hours a day and 365 days a year, the system allows individuals to send an anonymous text message to a dedicated number and receive an immediate response from a licensed mental health professional. Clinicians responding to the text will immediately assess the situation, build a rapport and, depending on the situation, offer emergency intervention, provide skilled counseling or refer the user to a school social worker, counselor or psychologist, or to a local area agency. Individuals can use Text-a-Tip to discuss concerns about another individual as well as a self-help tool. Any safety concerns or unlawful activities reported within the school or Village, will be directed to both the school and the appropriate police department.

The proposed service agreement is structured to include all 6th-12th grade students residing within the Northbrook and Glenview boundaries. The entities included in the overall pricing model are District 225, Districts 27, 28, 29, 30, 31, 34 and the Villages of Northbrook and Glenview; District 225 represents 47% of the students covered. Students attending Loyola Academy, but residing within Glenview and Northbrook boundaries, are not included in these figures since they are covered by the New Trier Township Text-a-Tip agreement.

The proposed service agreement and pricing structure are attached.

SERVICES AGREEMENT - DRAFT 11/14/16

This Agreement, by and between the ~~BOARD OF EDUCATION OF GLENBROOK NORTHFIELD TOWNSHIP~~ HIGH SCHOOL DISTRICT 225, 3801 ~~w~~W. Lake Avenue, Glenview, IL 60026 (hereinafter, "DISTRICT 225") and Linking Efforts Against Drugs, (hereinafter, "LEAD") with its principal place of the business at 400 E. Illinois Rd, Lake Forest, IL 60045, and dated as of _____, 2016 (hereinafter, "Agreement") is for LEAD services as described herein. For purposes of the Agreement, the term End User shall be defined as the individuals utilizing the services.

RECITALS

WHEREAS, LEAD desires to provide the services in accordance with the terms and conditions specified in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **SERVICES:** LEAD agrees to provide those services listed in ~~this section~~ Exhibit C: Text-A-Tip 24/7 Anonymous Text Hotline.
2. **TIME OF PERFORMANCE:** Work under this Agreement shall commence on _____, 2016 and shall be completed on or before _____ 2017-~~of each year. This contract will renew automatically [BEGINDATE] of every year unless it is terminated by LEAD or the [ORGANIZATION].~~
3. **COMPENSATION:** In consideration for the satisfactory performance of the services described in this Agreement, and subject to the limitations provided in the content of this agreement, ~~the District 225 [ORGANIZATION]~~ shall pay LEAD ~~a sum not to exceed~~ [\$[CONTRAT AMOUNT] ~~in the current contract and subsequent years as long as the contract is uninterrupted (the "Contract Fee") in accordance with compensation terms attached hereto as Exhibit A.~~ Each installment of the Contract Fee shall be invoiced and payable as follows: _____
 - a. Payment of [\$[PAYMENT1] due on [PAYMENTDATE1]
 - b. Payment of [\$[PAYMENT2] due on [PAYMENTDATE2]

LEAD shall send an invoice to DISTRICT 225 at the address provided above, or any other alternative address stated by DISTRICT 225, whether electronic or mailing, and said invoice shall be paid ~~as stated herein~~ in accordance with the Illinois Local Government Prompt Payment Act. A line item budget, ~~included as part of the attached scope of work,~~ describing the Contract Fee, is attached to this Agreement as ~~Initial Scope of Work and is incorporated herein by reference~~ Exhibit A.

4. **TERM:** This Agreement shall be effective upon signing by both parties and shall continue for a term of one (1) year, or until the earlier cancellation or termination of this Agreement under Paragraph 7 below. All payments and other correspondence related to this contract

should be directed to the following address: LEAD, 400 E. Illinois Rd, Lake Forest, IL 60045

5. CONFIDENTIAL INFORMATION: LEAD acknowledges that, in the performance of this Agreement, LEAD may ~~have be provided access, at the discretion of DISTRICT 225, to confidential and proprietary information of DISTRICT 225 and its End Users, including, but not limited to, evaluation data and reports, transcripts of confidential text conversations, and in some instances such as~~ identifying information and directory information as defined in District 225 Board Policy (hereinafter the "Confidential Information"). LEAD agrees that during the term of this Agreement and thereafter, LEAD shall not disclose the Confidential Information to others and shall not use the Confidential Information except as necessary to carry out LEAD's obligations under this Agreement. Upon termination of this Agreement, LEAD shall immediately return to DISTRICT 225 all information and materials belonging to DISTRICT 225, including all Confidential Information. LEAD will comply with all applicable student confidentiality laws, including the Illinois School Student Records Act, Illinois Mental Health and Developmental Disabilities Confidentiality Act, and the federal Family Educational Rights and Privacy Act. LEAD owns all data and information shared between LEAD clinicians and End Users during text or live conversation communications.

6. MATERIALS: In completing the services as provided herein, the parties shall mutually agree on whether LEAD will use marketing materials furnished by DISTRICT 225 or those owned and provided by LEAD.

a. **DISTRICT 225 MATERIALS:** DISTRICT 225 materials may include materials in printed, diskette, electronic or other forms. DISTRICT 225 retains any and all right, title and interest, including copyright, in and to DISTRICT 225 materials. DISTRICT 225 materials may be used only in connection with completing the services under this Agreement, and may not be otherwise copied, reproduced, downloaded on a computer, or distributed to third parties. Upon completion of the services stated herein or termination of this Agreement, in accordance with Paragraph 4 of this agreement, LEAD shall immediately return all existing copies or partial copies of the materials to DISTRICT 225 and, if applicable, remove them from LEAD's computers and shall certify to DISTRICT 225 that all copies or partial copies have been returned or destroyed.

b. **LEAD MATERIALS:** All LEAD materials must be approved by DISTRICT 225 prior to use by LEAD in completing the services under this Agreement. LEAD shall submit the materials to DISTRICT 225 for review prior to the commencement of the services as set forth in this Agreement. DISTRICT 225 shall notify LEAD of its approval or rejection of the materials within five business days after receipt. DISTRICT 225 may retain one copy of LEAD's materials for archival purposes and may provide copies, upon request, to participants affiliated with the services provided herein.

7. CANCELLATION: The Agreement may be cancelled by DISTRICT 225 under the following circumstance 1. At any time upon 30 days advanced written notification. a demonstration of willful negligence or breach of LEAD's performance of this agreement. 2. For any reason if notified no later than 30 days before the end of the contract year (June 30) or 3. Demonstration of significant loss of funding resulting in an inability to continue services. In the event of cancellation, the [ORGANIZATION] shall have no further liability under this

~~Agreement.~~ LEAD may cancel this Agreement only in the event ~~the~~ that District 225 [ORGANIZATION] is in violation of Section 3 of this Agreement. In the event of cancellation, all fees paid to LEAD should be prorated on a per diem basis with the unused proration returned to District 225.

- 8. HOLD HARMLESS:** LEAD agrees to assume all liability, to hold harmless, indemnify and defend DISTRICT 225 and its officers, trustees, directors, board members, employees, agents and representatives, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, arising out of or relating to the performance of or by LEAD and its employees, agents and representatives under this Agreement, including any intellectual property claims.
- 9. INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties agree that LEAD is and shall be deemed at all times an independent contractor and not an employee, agent or representative of ~~the [ORGANIZATION]~~ District 225. All persons employed by LEAD shall be employees of and paid by LEAD, and neither LEAD nor any persons employed by LEAD will be eligible for health insurance, sick leave, annual leave, pension or any other fringe benefit associated with employment with ~~the [ORGANIZATION]~~ District 225. The parties further agree that neither party shall be liable for any obligations incurred by the other party. It is expressly understood that DISTRICT 225's only obligation under this Agreement is to pay the subscription fee for the provision of access to LEAD's services.
- 10. TAXES:** All income and employment taxes are the responsibility of LEAD. Nothing in this Agreement shall impose any tax liability upon DISTRICT 225, including, but not limited to, federal, state and local income taxes, unemployment insurance, or social security tax incurred by LEAD. LEAD understands and agrees that DISTRICT 225 shall not withhold from LEAD's payments any amounts of social security or federal or state income taxes, that a Form 1099 will be issued for the payments made to LEAD under this Agreement, and that LEAD will be responsible for the payment of any and all taxes, assessments, or other financial obligations, whether federal, state or local, which are legally required to be paid in connection with such payments. LEAD further understands and agrees that if LEAD fails to pay any applicable taxes, and if as a result, the Internal Revenue Service or any other federal, state, or local government agency assesses taxes and/or interest or imposes a fine and/or penalty against DISTRICT 225 and/or any of its officers, trustees, directors, members, employees, agents or representatives, then LEAD will indemnify, reimburse and hold harmless DISTRICT 225 and/or any of its officers, trustees, directors, members, employees, agents and representatives for such sums and any reasonable expenses and fees incurred by them in connection with such assessed taxes and/or interest or imposed fine and/or penalty within ten days of being mailed notice of the existence of such assessment or imposition.
- 11. CONFLICTS OF INTEREST:** LEAD affirms that there exists no actual or potential conflict between LEAD's family, business or personal financial interests and the performance of Services under this Agreement. LEAD will notify DISTRICT 225 of all changes in any such interests during the term of this Agreement and any amendments thereto. DISTRICT 225 reserves the right, in its sole discretion, to determine whether or not the interests required to

be disclosed by this paragraph will disqualify LEAD from performing the Services called for by this Agreement. By signing this agreement, both parties affirm there is that each party is aware of no conflict of interest.

- 12. REPRESENTATIONS AND WARRANTIES:** LEAD warrants and represents that any LEAD materials, including DISTRICT 225 database and all software and documentation used under this Agreement, will not infringe any copyright or invade or violate any right of privacy or any other right of any person, firm, or corporation and will not contain any libelous or other unlawful matter. LEAD further represents and warrants that it is authorized to grant end-user licenses and make all necessary modifications to the technology that is the subject of this Agreement. DISTRICT 225 represents and warrants that any DISTRICT 225 Confidential Information used under this Agreement will not infringe any copyright or invade or violate any right of privacy or any other right of any person, firm or corporation and will not contain any libelous or other unlawful matter. The parties shall indemnify, defend and hold each other harmless from and against any liability arising out of its breach of this paragraph, including reasonable attorneys fees and cost of defense.
- 13. REMEDIES:** In the event of a breach of this Agreement by either party, the other party shall be entitled to any remedies available under law or equity, including, but not limited to, an immediate injunction in a court of competent jurisdiction to specifically enforce the terms of this Agreement.
- 14. ENFORCEABILITY:** If any provision of this Agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect.
- 15. FORCE MAJEURE:** If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such performance to the extent, and for the time that it is prevented, hindered or delayed by such causes.
- 16. HEADINGS:** The captions and headings in the Agreement are included for ease of reference only and will be disregarded in interpreting or constructing this Agreement.
- 17. WAIVER:** A waiver of any term, provision or condition of this Agreement shall not be deemed a continuing waiver of any such term, provision or condition or a waiver of any other term, provision or condition. No waiver shall be valid or binding unless agreed to in writing and signed by an authorized representative of DISTRICT 225 and LEAD.
- 18. DRAFTING:** Each party agrees and acknowledges that no presumption or inference shall be made or drawn against the drafter(s) of this Agreement.
- 19. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors and assigns, provided that LEAD may not assign any right or obligation under this Agreement without DISTRICT 225's prior written consent.

- 20. **AUTHORIZED PERSONS:** The persons executing this Agreement do hereby declare, represent, acknowledge, warrant and agree that they are duly and fully authorized to execute this Agreement so as to legally bind DISTRICT 225 and LEAD, as the case may be.
- 21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties.
- 22. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Illinois.
- 23. **COOPERATION:** Each party agrees that it will cooperate in good faith with the other in the performance of this Agreement and in the resolution of any disputes that may arise here from.
- 24. **FACSIMILES AND EMAILS:** The parties agree that receipt of an executed Agreement by telecopy (facsimile) or electronic mail (e-mail) shall be the same as receipt of an executed original Agreement.
- 25. **INSURANCE:** LEAD will maintain general and commercial liability insurance policies in such amounts as DISTRICT 225 deems necessary covering its services under this Agreement, and will name DISTRICT 225, its board members, employees, and agents as additional insureds on a primary and non-contributory basis on such policies (coverage requirements are attached hereto as Exhibit B). No later than 10 business days after the date of this Agreement, LEAD will submit certificates of insurance to DISTRICT 225 identifying all insurance coverages, policy limits, and DISTRICT 225 additional insured status.

LEAD

Northfield Township High School District 225



LEAD Signature

By: _____
DISTRICT 225 Signature

Andy Duran, Executive Director
Printed Name

Printed Name

Date

Date

ADDITIONAL INFORMATION:

DISTRICT 225 Contact Name/Title

Annual Contract Fees

Shared by Participating Entities - fixed	
System Fees and Mobile App - subscription to anonymous communications system and mobile application.	\$14,750
Clinical Costs - clinical response team	\$12,600
Technical Assistance and Data	<u>\$1,500</u>
	\$28,850
Less one time grant	(\$5,000)
Less one time technical assistance and data fee waiver	<u>(\$1,500)</u>
	\$22,350
Variable fees based on enrollment	
Usage Fee	\$.49/student

Participating Entity	# of Participants (6th -12th grade)	%	Fixed Shared Cost	Variable Cost (\$.49/student)	Total Cost
Glenbrook District 225	5,103	47%	\$10,520	\$3,000*	\$13,520
District 27	423	4%	\$877	\$207	\$1,084
District 28	629	6%	\$1,304	\$308	\$1,612
District 30	386	3.5%	\$800	\$189	\$989
District 31	282	2.5%	\$585	\$138	\$723
District 34	1,785	17%	\$3,700	\$875	\$4,575
Village of Northbrook	904	8%	\$1,874	\$443	\$2,317
Village of Glenview	<u>1,298</u>	<u>12%</u>	<u>\$2,690</u>	<u>\$636</u>	<u>\$3,326</u>
Total	10,810	100%	\$22,350	\$5,796	\$28,146

*Variable cost includes \$.49/student plus two additional unique text keywords, allowing a total of three unique text keywords - GBN, GBS and GBE.

