

**Memorandum of Agreement**  
**Between East Maine School District 63**  
**And Maine Township's MaineStay Youth & Family Services**

This Memorandum of Agreement ("Agreement") is entered into by and among School District 63 ("District") and the Township of Maine ("Township"), collectively referred to as the "Parties." The Parties agree as follows:

***WHEREAS** MaineStay Youth and Family Services, a Department of Maine Township, has an established history of providing comprehensive services to residents, including outpatient behavior health services;*

***WHEREAS** the District consists of Elementary and Middle Schools that serve Maine Township, offering the best in educational services;*

***WHEREAS** it is recognized that significant behavioral health issues can arise, causing great hardship for students and families of the District;*

***WHEREAS** families with behavioral health issues may not receive support until a crisis arises that needs the full attention of teachers, administrators, and social workers;*

***WHEREAS** to eliminate crisis situations, the District and the Township will join efforts to give students and the families of the students the service they need to alleviate significant behavioral health issues and*

***WHEREAS** the method the Township and the District will use to service the students and families better will be to co-fund a full-time Township Therapist position, who will serve part-time as a School-Based Therapist for the District and who will provide evidence-based interventions.*

***THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:*

1. It is the understanding of the Parties that the School-Based Therapist(s) shall perform the following tasks:
  - a. Regular communication and collaboration with school-based staff to identify the nature, scope, and type of services needed
  - b. Create an implementation plan that effectively meets these needs, including internal marketing/promotion of the services, recruitment, and service delivery
  - c. Provide outpatient behavioral health support (as needed/indicated), including psychosocial assessments, individual/family/couple, and group therapy
  - d. Provide services that demonstrate cultural competence
  - e. Completion of all documentation as needed/indicated
  - f. Maintain statistical data as indicated
  - g. Participate in staff meetings and professional meetings which contribute to the continued professional development of staff and School-Based Therapist(s)
2. The position of School-Based Therapist(s) shall provide on-site behavioral health support at District 63 schools. The Township and the District shall co-fund the services of a Township Therapist(s) who shall serve part-time (10 hours a week) as a School-Based Therapist(s) to serve the families and students of the District. The Township shall provide

personnel who will devote a total of 10 hours a week to working at District 63 schools as a School-Based Therapist(s). The District shall pay the Township \$500 a week for providing these 10 hours of weekly School Based Therapist service. The School-Based Therapist services shall be provided throughout the school year and summer months.

3. The funding arrangement for this position shall be as follows:
  - a. Township of Maine – The Township shall be solely responsible for all salary, benefits, workmen’s compensation, and insurance for the Therapist. The Therapist(s) will be an employee of the Township for all supervisory, disciplinary, and other employment-related purposes.
  - b. The Township will submit a monthly invoice to District 63, billing the District for \$500 a week for the services of the School-Based Therapist(s). District 63 agrees to submit payment within 30 days of the Township providing an invoice to the Township of Maine for the amount invoiced. Payment should be directed to:

Maine Township  
1700 Ballard Road  
Park Ridge, IL 60068


4. The Township shall be responsible for maintaining the workspace and tools necessary for the School-Based Therapist(s) to perform their duties.
5. In consideration of the mutual promises in this Agreement, the adequacy of which is acknowledged by all Parties, each and all of the Parties hereto for themselves, their elected officials, employees, agents, successors, assigns, and administrators, hereby release the others, their elected officials, employees, agents, successors, assigns, and administrators, from any and all, actions, suits, debts, claims, and demands whatsoever, that any of them may have ever had, now has or may have against any party hereto by reason of any cause or action arising out of this Agreement. The parties shall be responsible for their own costs and attorney’s fees in defending any cause or action arising out of this Agreement. Neither party waives any defenses or immunities they may have under applicable law.
6. The Parties agree that this Memorandum of Agreement will terminate 12 months after it begins. The agreement is effective from July 1, 2024, to June 30, 2025.
7. The Parties agree that nothing in this Agreement can be used against the other party in any other matter. The only two exceptions are (a) to the minimum extent necessary to comply with any applicable laws governing this Agreement and/or (b) in the event it is necessary to enforce the terms of this Agreement as to the Parties.
8. By reason of “force majeure,” either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such party shall give notice identifying the particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event of cause relied upon (which in no event

shall be more than twenty-four (24) hours), the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as used in this paragraph, shall mean acts of God, strikes, lockouts or any other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, the State of Illinois, or the County of Cook, or any department or subdivision thereof, or any other civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, hurricanes, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to equipment, machinery, pipelines or canals, partial or entire failure of water supply or sewer system and inability on the part of either party and its officers, agents, and employees to perform the duties imposed on it by this account of any other causes not reasonably within the control of the party claiming such inability.

9. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings and agreements, whether written or oral. The Agreement may only be modified if done in writing and consented to and executed by all Parties.
10. This Agreement may be terminated by either party for any reason upon 30 days prior written notice to the other party. In the event of the termination of this Agreement for any reason, the Township shall immediately stop performing the Services.

Agreed to by

TOWNSHIP OF MAINE

By: 

Date: 5/20/24

SCHOOL DISTRICT 63

By: 

Date: April 5, 2024