

SCHOOL DISTRICT NO. 103
BOARD OF EDUCATION MEETING
August 13, 2021
5:00 PM

SPECIAL MEETING

CONSISTENT WITH THE REQUIREMENTS OF THE ILLINOIS REVISED STATUTES CHAPTER 102, PARAGRAPH 42.02 (OPEN MEETINGS ACT), NOTICES OF THIS MEETING HAVE BEEN POSTED. LOCATION OF THE MEETING IS CAFETERIA OF GEORGE WASHINGTON MIDDLE SCHOOL, 4100 JOLIET AVE, LYONS, ILLINOIS 60453, AT 5:00 PM.

A G E N D A

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Public Comment

V. Consent Agenda

A. Approval of Employment

1. Certified Personnel

- a. Kathleen Casey, Media Specialist, Costello, \$53,784.44, 8/16/21
- b. Antonio Cuevas, ELA Teacher, GWMS, \$47,203.87, 8/16/21
- c. Rebecca Hoffman, Kindergarten Teacher, Lincoln, \$48,982.50, 8/16/21
- d. Christine Faitz, Special Education Teacher, Costello, \$52,538.49, 8/16/21
- e. Lisa Foley, 8th Grade Science Teacher, GWMS, 53,784.44, 8/16/21
- f. Mandy Garcia, Interventionist, Costello, \$51,355.96, 8/16/21
- g. Lauren Jermolowicz, ESL Teacher, Costello, \$48,792.47, 8/16/21
- h. Irene Perez, EL/Bilingual Teacher, Robinson, \$48,605.88, 8/16/21
- i. Jennifer Noncek-Eastman, Instructional Coach, Robinson, \$51,365.96, 8/16/21

2. Support Personnel

- a. Erika Buchta, Lunch Aide, Edison, \$11/hr, 8/18/21
- b. Jim Leahy, Athletic Scheduler Stipend, GWMS, \$5,000, 2021/22 School Year
- c. Janet Morales, Special Education Paraprofessional, Lincoln, \$13.35/hr, 8/16/21
- d. Daisy Uriostegui, ECE Secretary, Lincoln, \$40,000,

3. Approval of Resignations

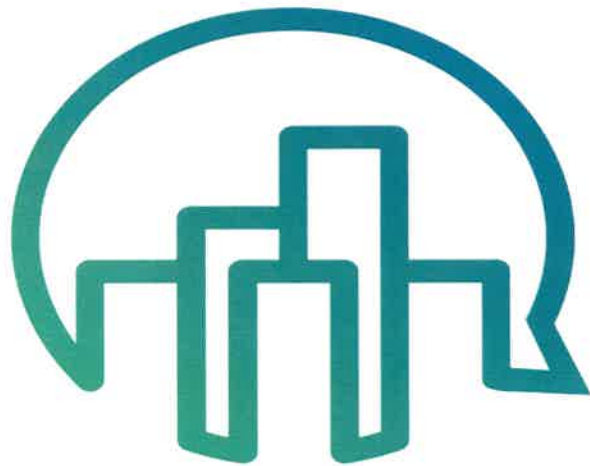
- a. Margaret Cardona, Kindergarten Teacher, Lincoln, 08/4/21
- b. Julie Ciesielski, 4th Grade Teacher, Edison, 8/9/21
- c. Lauren Feeley, 1st Grade Teacher, Edison, 8/10/21
- d. Laura Hesslink, School Nurse, Home, 7/22/21

- e. Gloria Jepsen, ESL Teacher, Edison, 8/9/21
- f. Julie McShane, Resource Teacher, Robinson, 8/11/21
- g. Lori O'Malley, Paraprofessional, Edison, 7/30/21
- h. Jesse Ruff, 8th Grade ELA Teacher, GWMS, 8/5/21
- i. Cara Zednik, Paraprofessional, Edison, 8/8/21
- j. Gary Wheaton, Assistant Principal, GWMS, 8/10/21

VI. Action Item

- A. Approval of Lincoln School Assistant Principal, Brandon Baisden, \$87,500, 8/16/21
- B. Approval of Assistant Business Manager Position and Hiring of William Channell, \$80,000, 8/16/21
- C. Approval of City Social Marketing Solutions 3
- D. Approval of Intergovernmental Agreement Between Brookfield Parks & Recreation and Lyons School District 103 for the Before & After School STARS Program 12
- E. Approval of Northshore Covid-19 Testing Laboratory Services Agreement 22

VII. Adjournment



CITYSOCIAL

MARKETING SOLUTIONS



PROJECT ORDER - Date: August 10, 2021

BETWEEN: City Social Marketing Solutions ("CSMS"), an Illinois Limited Liability Company, 7674 W. 63rd St. Summit, IL 60501

AND: Lyons Elementary School District 103 ("CLIENT"), a school district in Illinois, 4100 Joliet Ave. Lyons, IL 60534

Client authorizes CSMS to perform the following services and create the described deliverables.

Services/Deliverables:

- Develop a Custom Communications Strategy
- Social Media (District & Individual Schools)
 - Profile Creation, Monitoring/Maintenance
 - Content Creation
 - Customized Posting Schedule
- Custom Graphics (Social Media, Flyers)
- Website Content Updates
- District Newsletter - 3/Year (Digital & Print Versions)
- Superintendent Monthly Updates (Digital)
- On-site Research & Marketing Development (Up to a maximum of 6-hrs/week)

Fees/Expenses/Payment:

The cost for this project is a monthly retainer of \$7,500 (excluding December & June).

INCORPORATION BY REFERENCE

The parties understand and agree that the terms and conditions of this Project Order are incorporated into the Agreement and, in the event of a conflict between the provisions of this Project Order and the Agreement, the Project Order will govern.

DULY EXECUTED by the parties

CSMS:

CLIENT:

Kevin Thomas, Owner/CEO
City Social Marketing Solutions

Kristopher Rivera, Superintendent
Lyons Elementary School District 103

Date:_____

Date:_____

MASTER SERVICES AGREEMENT - Date: August 10, 2021

BETWEEN: City Social Marketing Solutions ("CSMS"), an Illinois Limited Liability Company, 7674 W. 63rd St. Summit, IL 60501

AND: Lyons Elementary School District 103 ("CLIENT"), a school district in Illinois, 4100 Joliet Ave. Lyons, IL 60534

RECITALS

- A. CSMS is a creative agency with long-term client relationships, offering services including social media, website design, graphic design, branding strategic marketing, public relations, print and digital marketing, photography, videography and related consulting (collectively, the "Services")
- B. Client seeks to engage CSMS to provide Services and CSMS is experienced in providing Services and desires to provide them to Client.

AGREEMENT

Recitals

- 1. The parties acknowledge that the facts stated in the recitals are true and are binding on the parties. The defined terms set out above are incorporated as part of this Agreement.

Services and Deliverables

- 2. Client engages CSMS to provide Services, including creating deliverables ("**Deliverables**") that will be separately defined and agreed from time to time in Project Orders. Project Orders will include fees and estimated expenses and each Project Order must be signed by both parties before Services begin. Requests for changes to the Service after a Project Order is signed will be reflected in a written Change Order describing the modifications and adjustment in fees, expenses and completion date estimates, if any. Each Change Order must be signed by both parties to be effective and before the additional Services are performed. CSMS will perform all Services in a professional, competent manner according to applicable federal, state, and local laws, rules, and regulations. CSMS may suspend its Services with notice to Client if any outstanding balance is past due and shall have no liability for resulting delays.
- 3. Client will be deemed to have accepted each Deliverable unless, within 14 days of receiving the Deliverable, Client provides CSMS with written notice of how the

Deliverable does not conform to the specifications in the applicable Project Order. If any Deliverable fails to materially and substantially conform to specifications, CSMS will have 14 days to elect Client's remedy under Section 14 below.

4. Upon Acceptance, CSMS will deliver all Deliverables source files to Client. For the avoidance of doubt, the term "source files" means all materials necessary for Client to use, maintain, improve and support the websites created as Deliverables.

Fees, Expenses and Payment

5. Client agrees to pay CSMS for Services as specified in the applicable Project Order or subsequent Change Order. Unless otherwise provided in the Project Order, Client agrees to pay each CSMS invoice within 30 days if invoice is received at least ten (10) days prior to a Client's board meeting.

Client Content

6. Client may provide text and visual materials, including product images, pricing, terms of service, Client trademarks, video, animation and background music and the like (collectively, "Client Content") for inclusion in Deliverables, e.g. websites, social media. Client Content must be provided in standard file formats as requested by CSMS. Client represents and warrants that all Client Content does not and will not infringe any patent, copyright, trademark, trade secret, right of publicity or contract right or other third-party proprietary right. Client must obtain all necessary permissions and licenses for third-party content (e.g., music, video and text) to be added to Deliverables.

Intellectual Property Ownership

7. Client retains all rights in the Client Content and its trademarks. Client grants to CSMS a non-exclusive, non-transferable license, revocable at will, to reproduce, display and include in the Deliverables and third-party content that it provides to CSMS, for the limited purpose of performing the Services. CSMS will not acquire any ownership rights in the Client Content under this Agreement and further agrees not to challenge Client's rights in its intellectual property.
8. CSMS retains all rights in its pre-existing intellectual property ("CSMS IP") and, to the extent CSMS IP is incorporated in the Services and Deliverables, upon full payment of all amounts due for Services, CSMS grants to Client a non-exclusive, royalty-free, worldwide license (or in the case of third-party software, sublicense) for Client to use such CSMS IP as it is incorporated into and part of Deliverables.

9. The parties agree that Client has commissioned all Deliverables under this Agreement as "work made for hire" under the U.S. Copyright Act. Accordingly, Client is deemed the author of these works from the time each Deliverable is created. If, for any reason, any Deliverable is determined not to be work made for hire, CSMS hereby irrevocably assigns each such Deliverable to Client as of the date of its creation. All worldwide copyright and any renewals and extensions belong solely to Client. As such, Client may revise, adapt and modify the Deliverables. CSMS will execute any and all instruments that may be necessary or desirable for Client to confirm its ownership of the Deliverables, including, applications for and assignments of copyright.

Representations and Warranties

10. CSMS represents and warrants to Clients that: (a) all Services and Deliverables, do not infringe any patent, copyright, trademark, trade secret, right of publicity or contract right or other third-party proprietary right; (b) all persons performing Services are competent and experienced; and (c) it has full authority and right to enter into and perform this Agreement.
12. Client represents and warrants that if permission from any third party is required for any Client content, Client will obtain such permission in the form that is satisfactory to CSMS at Client's sole expense and will deliver such permissions to CSMS no later than the completion date specified in the Project Order.

Deliverables Disclaimer and Exclusive Remedy

12. AS TO DELIVERABLES, CSMS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND PROVIDES THE DELIVERABLES "AS IS." CLIENT ACKNOWLEDGES THAT IT ALONE HAS DETERMINED THE DELIVERIES WILL BE SUITABLE TO MEET ITS REQUIREMENTS.
13. Client's exclusive remedy under this limited warranty is, at CSMS's election, (i) either replace the non-complying Deliverable, (ii) correct the non-complying Deliverable, or (iii) credit or refund the price of the non-complying Deliverable to Client. This limited warranty does not apply to any Deliverable which Client has modified.

Mutual Indemnification

14. Each party will defend, indemnify and hold harmless the other party, its officers, directors, employees, and agents, from and against all claims, demands suits, losses, expenses and liabilities (including reasonable attorney fees) based on any claim that: (a) would constitute a breach of any the party's warranty, representation or other provision in this Agreement; or (b) arises out of the party's omission, negligence, intentional

misconduct or abandonment of the party's obligations. The party seeking indemnification will promptly notify the other party of each such claim and may join in the defense of such claims with counsel of its choice at its own expense, provided that the indemnifying party controls the defense and all negotiations relative to any settlement. However, no settlement intended to bind the indemnified party will be final without that party's prior written consent.

Limitation of Liability

15. Except for its indemnification and confidentiality obligations which shall be limited to CSMS's insurance for such risks, CSMS's maximum and total liability to Client under this Agreement will not exceed the amount paid by Client to CSMS under the applicable Project Order prior to the Client's claim arising, regardless of the nature of the claim asserted. NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER ANY THEORY OR LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS, WEBSITE ERRORS NOT DISCOVERED OR HACKING ATTEMPTS AND SECURITY BREACHES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Term, Suspension and Termination

16. This Agreement will be effective when fully signed and continues until written termination is given with 30 days notice by either party.
17. CSMS may suspend performing Services with written notice to Client if any amount owed by Client to CSMS is not paid when due or if Client fails to reasonably cooperate with CSMS as requested.
18. CSMS will deliver all existing source files associated with the Deliverables and any materials containing Client Confidential Information to Client within 14 days of the effective termination date.
19. Client agrees that any termination of this Agreement will not effect Client's obligation to pay for Services and Deliverables performed or provided as of the termination date.

Governing Law and Venue

20. This Agreement shall be construed and governed by the substantive laws of the State of Illinois, giving no effect to conflict of laws provisions.

General Provisions

21. *Severability.* If any clause or provision of this Agreement is determined to be invalid or unenforceable, this Agreement will be construed as though that provision was not included and the remaining provisions will remain in full force and effect.
22. *Waiver of Breach.* The failure of either party to require the other party to perform an obligation under this Agreement will not affect the ability to enforce that obligation subsequently and will not be construed as a modification of the Agreement.
23. *Complete Agreement, Modification, and Interpretation.* This Agreement, including all related Project Orders and Change Orders, constitutes the complete understanding of the parties as to the Services and Deliverables, and no waiver of or modification to any provision is valid unless in writing, signed by both parties. The language of this Agreement shall in all cases be construed in accordance with its full and fair meaning.
24. *Assignment.* This Agreement shall be binding on and benefit each party, their heirs, executors, administrators, successors and assigns. The Agreement may not be assigned by either party without the other's written consent, except that CSMS may, without the need for Client's consent, assign this Agreement to its parent, or any subsidiary or affiliated CSMS, or to any CSMS which acquires all or substantially all of its assets, stock or otherwise acquires control of CSMS.
25. *Notices.* The parties will primarily communicate by email, however, any and all formal notices required by this Agreement shall be in writing and shall be deemed delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, 1 business day after placing with a national overnight carrier (e.g. FedEx, UPS), 5 business days after deposit in the United States mail, first class, postage prepaid, addressed to such party at the appropriate address as set forth in this Agreement. Either party may change its address by written notice of such change. Notices will be effective on the date received.

To CSMS: Kevin Thomas — kevin@citysocialms.com and at the address shown above.

To Client: Kristopher Rivera — riverak@lyons103.org and at the address shown above.

26. *Force Majeure.* Neither party shall be deemed in breach of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God or government, civil disturbances, strikes, labor disputes, fire, natural disaster, or any other act or condition beyond the reasonable control of the parties.

- 27. *Non-Solicitation.* During this Agreement and for a period of 12 months after its termination, Client will not directly solicit any CSMS employee for employment with or consulting for Client.
- 28. *Surviving Provisions.* The parties recognize and agree that Sections 5-15 and 18-28 of this Agreement will survive the termination or expiration of this Agreement.

DULY EXECUTED by the parties

CSMS:

CLIENT:

Kevin Thomas, Owner/CEO
City Social Marketing Solutions

Kristopher Rivera, Superintendent
Lyons Elementary School District 103

Date:_____

Date:_____

**School Age Childcare Program Intergovernmental Agreement
between the Lyons School District 103 and the
Village of Brookfield**

This Intergovernmental Agreement (the “Agreement”) is made as of the effective date of August 1, 2021 by and between the Board of Education of Lyons School District 103, Cook County, Illinois (the “School District”), and the Village of Brookfield (the “Village”), an Illinois municipal corporation (each sometimes referred to as a “Party” and collectively referred to as the “Parties”).

WHEREAS, the Village provides a school age childcare program (the “Program”) and desires to use the school buildings in School District 103 for the Program;

WHEREAS, the School District desires to allow the Village to use certain School District facilities for the Program and in accordance with this Agreement;

WHEREAS, the School District and the Village are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers provided by Section 10(a) of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, it is in the best interests of the Village and the School District to enter into this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises recited herein, the parties agree as follows:

I. GENERAL TERMS

A. ***Place and Times of Usage.*** The School District shall permit the Village to use the School District’s schools and facilities designated by the School District for the 2021- 2022 School Year for a before- and after-school program. The facilities shall include a classroom, the outdoor play area, and gymnasium. The Village shall have use of the School District facilities on Monday through Friday from 6:15 a.m. until 8:35 a.m. and 2:30 p.m. until 6:15 p.m. During School District holidays or other non-student attendance days, the Village shall not use the School District facilities unless the School District agrees to such use on the specific date in writing. Should a conflict arise between the Village’s and the School District’s use of a School District facility at a particular time, the School District’s right to use the School District facility shall take priority, provided that the School District shall make reasonable efforts to notify the Village prior to such use.

B. ***On-site Representatives.*** To maintain order and safety, the Village shall have at least one person as an on-site representative of the Village at all times of usage. The School District shall provide a contact person for each school for the program. The School District shall also provide a mailbox to enable school personnel to leave a message for Village staff.

C. ***Emergency Information.*** The Village shall maintain on-site emergency information for each child enrolled in the Program.

D. **Compliance with Law.** The Village and the School District shall comply in all respects, and will remain in compliance, with all applicable, federal, state, regional, county, municipal, and local laws, statutes, rules, regulations, ordinances, codes, zoning regulations and School District policies. The Village represents that the Village has procured or shall procure all licenses, permits or like permission required by law to conduct or engage in the activity taking place in the School District's facilities. Any special services that may be required by the Americans with Disabilities Act (ADA) and all other legal requirements that apply to the use of the School District's facilities by the Village are the sole responsibility of the Village. The responsibility for the proper supervision of the activity lies solely with the Village, and the Village has sole responsibility for the conduct of the Childcare Program.

E. **Non-Discrimination-Enrollment Restrictions.** The Village shall refrain from any activity in relation to the use of the School District's facilities that discriminates against any person or persons based upon race, color, creed, national origin, religion, gender, or other characteristic that is protected under current law. The Program will be available to all families residing in the School District's boundaries regardless of where the child that attends the Program attends school.

F. **Employee Background Checks.** The Village, at its sole cost, shall conduct background investigations of all the Village employees, agents, or others, who will participate in the Program, in accordance with Section 10-21.9 of the Illinois School Code, and shall comply with all requirements of Section 10-21.9 of the Illinois School Code as may be amended from time to time. The Village shall not allow anyone to work under this Agreement whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions or other conduct which lawfully may be considered and which call into question such individual's fitness to work with children. In the event the Village fails to comply with the provisions of this Section and Section 10-21.9 of the Illinois School Code, 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a parent or guardian on behalf of a student, for harm caused by an employee or agent of the Village, then the Village shall fully defend and indemnify, including the reimbursement of attorney's fees and costs, the School District against any such claims.

G. **List of Responsible Parties.** The Village agrees to provide a list of the names and phone numbers of all individuals who will be in charge of the Program during the use of the School District's facilities.

H. **Schedule of Activities.** The Village will deliver a schedule of activities to the School District.

I. **Building Access.** The School District will provide the Village Program staff with access to the School District's facilities from 6:15 a.m. until 8:35 a.m. and 2:30 p.m. until 6:15 p.m. Monday through Friday. Additional building access may be provided by the School District upon request of a responsible party for the Village Program.

J. **Maintenance of Property.** At the close of each instance of use, the Village shall leave the School District facilities in substantially the same condition as at the outset of each instance of use, ordinary wear and tear excepted, and shall remove all of the Village's personal

property. The Village shall be solely responsible for any and all damages related to or arising out of the Village's use of the School District's facilities during the term of the Agreement related to the Program. The Village shall be solely responsible for all repairs or costs of repairs to the School District facilities for any and all damages arising out of the Village's use of the School District facilities during the term of the Agreement. If the Village does not repair the damage within fourteen (14) days after receiving written notice from the School District, or a lesser time if the School District determines the damage creates an emergency situation, the School District may repair the damage and the Village shall reimburse the School District for the costs the School District incurs within thirty (30) days after the School District provides a written invoice to the Village.

K. **Term.** The term of this Agreement is from August 1, 2021 to until July 31, 2022. Provided that the Village appropriates funds required for this Agreement, it shall automatically renew for one-year periods unless the non-renewing Party provides the other Party with written notice 60 days prior to the renewal date of the non-renewing Party's intention not to renew the Agreement.

L. **Rent.** No payments in the nature of rent or payment for services rendered shall be due either Party, as the Village's agreement to provide services to school-aged children is sufficient consideration for the Village's access to the School District's facilities.

M. **No Improvements.** The Village shall not modify, alter or place permanent fixtures or improvements on the School District's facilities without the prior express written approval of the School District.

N. **Required Waiver.** For all Village programs or activities where the Village requires participants to sign a waiver, release, indemnity or hold harmless form, the Village shall add the School District, its Board members, volunteers, affiliates, agents and employees as additional beneficiaries under such form.

II. INDEMNIFICATION AND INSURANCE

A. **Indemnification.** It is expressly understood, agreed upon and the specific intent of this Agreement that the School District, its Board members, employees and agents will at no time assume the responsibility or liability for the actions of the persons using the School District facilities for the Program. The Village shall subject to any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.*, fully defend, indemnify and hold harmless the School District, its Board members, employees and agents from and against all claims, damages, losses and expenses, including attorney's fees, arising, growing out of or resulting directly or indirectly from any actions of Village staff or its on-site representatives or the Village's use of the School District's facilities whether said claims, demands, or causes of action are covered in whole part by insurance, except to the extent that those claims, damages, losses and expenses arise from the sole negligence of or act or omission of the School District and its Board members, employees, and agents.

B. **Right to Suit and Prior Consent for Settlement.** In the event that the Village

fails or refuses to comply with this or any other provision in this Agreement, the School District, at its sole discretion, may proceed to file suit against the Village to compel such compliance or payment. The Village shall not settle or compromise any claim, suit, action or proceeding without the School District's prior written consent, which consent shall not be unreasonably withheld.

C. ***Insurance Requirements.*** During the term of this Agreement, the Village, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain the following insurance:

1. Comprehensive general liability and property damage insurance, insuring against all liability of the Village related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate;
2. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Village's respective employees and if the Village will be on the School District's premises the Workers' Compensation Insurance must provide an alternative employer endorsement; and
3. Umbrella liability insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage. All commercial insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability and umbrella liability insurance policy shall name the School District, its Board, Board members, employees and agents as an additional insureds on a primary noncontributory basis with a waiver of subrogation in favor of the School District. The Village shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the School District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated or reduced by the insuring company without the insuring company's having first given at least 30 days' prior written notice to the School District by certified mail, return receipt requested. The School District acknowledges that as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). Compliance with the foregoing insurance requirements, at the option of the Village, may be provided through IRMA rather than through commercial insurance.

D. ***Notice of Suit.*** In the event that any claim, action, suit or proceeding is brought against the Village in connection with or that in any way refers or relates to this Agreement, it shall within 48 hours provide written notice of that fact to the School District by certified mail.

E. **Waiver of Claims.** Except to the extent prohibited by law, the School District shall not be liable, and the Village waives all claims against the School District for damages to person or property sustained by the Village resulting from its use of School District facilities, or any equipment, furniture, fixtures or appurtenances thereto becoming out of repair, resulting from any accident in or about School District property or common areas or resulting directly or indirectly from any act or neglect of any person on School District property or common areas. This section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply if any such damage results from the act or neglect of other occupants, or an employee or employees of the School District. All personal property belonging to the Village on School District property shall be there at the risk of the Village, and the School District shall not be liable for any damage thereto or the theft or misappropriation thereof.

III. ADDITIONAL TERMS

A. **Default.** If either Party fails to perform any of its obligations as required by this Agreement and fails to cure such failure within 30 days after receiving written notice from the other Party of such default, then, unless such cure cannot reasonably be accomplished within 30 days after receipt of such notice and the defaulting Party fails to proceed to cure within such 30-day period and thereafter continues to diligently prosecute such cure, the non-defaulting Party may terminate this Agreement immediately.

B. **Termination without Cause.** Either Party may terminate this Agreement without cause subject to the terminating Party's providing the non-terminating Party with thirty (30) days' written notice.

C. **Taxes.** No legal title or leasehold interest in any facility shall be deemed or construed to have been created or vested in the Village by anything contained in this Agreement. The parties acknowledge that the School District facilities are exempt from general real estate taxes. In the event that this Agreement or the rights granted under this Agreement or the Village's use of the School District's facilities results in full or partial loss of such real estate tax exemption or in the assessment of real estate taxes, the Village shall pay the School District the amount of any such tax.

D. **Relationship of the Parties; No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to consider any Party or its respective employees, volunteers or agents as the agents or employees of any other Party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the School District and the Village. Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District or the Village.

E. **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 Cook County, Illinois, or the United States District Court for the Northern District of Illinois, Eastern Division.

F. **Entire Agreement.** This document embodies the entire agreement between the parties hereto with respect to the use of the School District's facilities and supersedes any and all prior agreements and understandings whether written or oral, and whether formal or informal. No extensions, changes, modifications, or amendments to this Agreement, of any kind whatsoever shall be made or claimed by either Party to this Agreement and, if made, shall not have any force or effect whatsoever unless the same shall be endorsed in writing and signed by both parties.

G. **Severability.** In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

H. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the School District shall be addressed to, and delivered at, the following address:

School District 103
4100 Joliet Ave.
Lyons, IL 60534

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Brookfield
Attn: Village Manager
8820 Brookfield Avenue
Brookfield, IL 60513

I. **Calendar Days.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, state, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday,

federal, state, or School District holiday. For purposes of this Agreement, the School District's summer break shall not constitute a "School District holiday."

J. **No Waiver.** The failure of either Party to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

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

L. **Equal Employment Opportunity.** In the event of a Party's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights, the Party may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Parties agree as follows:

1. The Parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service, and, further, that they will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2. If a Party hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which the Parties may reasonably recruit; and the Parties will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3. In all solicitations or advertisements for employees placed by a Party or on the Party's behalf, the Party will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4. The Parties will send to each labor organization or representative of workers with which the Party has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of

the Party's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with a Party's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, the Party will promptly notify the Illinois Department of Human Rights; and the other Parties and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5. The Parties will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Parties, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6. The Parties will permit access to all relevant books, records, accounts and work sites by personnel of the Parties and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7. The Parties will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Agreement, the Parties will be liable for compliance with applicable provisions of this clause by subcontractors; and further, it will promptly notify the Parties and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Parties will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

M. **Prohibition against Segregated Facilities.** The Parties will not maintain or provide for their employees any segregated facilities at any of their establishments, and not permit their employees to perform their services at any location, under their control, where "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Parties shall (except where they have obtained identical certifications from proposed subcontractors and material suppliers for specific time periods) obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; and the Parties will retain such certifications in their files.

N. **Sexual Harassment Policy.** The Parties have and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

O. **Records.** The Parties shall maintain their respective records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Parties shall be available for review by any of the other Parties. The Parties shall cooperate with each other (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Parties to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by an Party to maintain the books, records and supporting documents required by this section or the failure by an Party to provide full access to and copying of all relevant books and records within a time period which allows an Party to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Party served with the Freedom of Information Act request for the recovery of any funds paid by that Party under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

P. **Non-delinquent in Taxes.** The School District shall certify to the Village that it is not delinquent in the payment of taxes to the Illinois Department of Revenue.

VILLAGE OF BROOKFIELD

BOARD OF EDUCATION OF LYONS
SCHOOL DISTRICT #103, COOK
COUNTY, ILLINOIS

By: _____
Michael J. Garvey, Village President

By: _____
Jorge Torres, President

Attest:
By: _____
Brigid Weber, Village Clerk

Attest:
By: _____
Sara Andreas, Secretary

Dated: _____

Dated: _____

SCHOOL DISTRICT CERTIFICATION

The assurance hereinafter made by the Board of Education of Lyons School District 103, Cook County, Illinois (the "School District") is a material representation of fact upon which reliance is placed by the Village of Brookfield (the "Village") in entering into the School Age Childcare Program Intergovernmental Agreement between the School District and the Village. The Village may terminate the contract if it is later determined that the School District rendered a false or erroneous assurance.

I, Jorge Torres, hereby certify that I am the President of the School District, and as such, hereby represent and warrant to the Village that the School District is exempt from taxation and is, therefore, not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

Dated: August __, 2021

School District:

Board of Education of Lyons School District 103,
Cook County, Illinois

By: _____
Jorge Torres, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Jorge Torres, known to me to be President of the Board of Education of Lyons School District 103, Cook County, Illinois, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: August __, 2021

Notary Public

(SEAL)

COVID-19 TESTING LABORATORY SERVICES AGREEMENT

This COVID-19 TESTING LABORATORY SERVICES AGREEMENT (this "Agreement") is made as of August 13, 2021 by and between **Northshore Clinical Labs, Inc.** ("Northshore"), an Illinois Corporation, with its usual place of business at 4751 N. Kedzie Ave., Chicago IL. 60625, and **Lyons Elementary School District 103** ("District") located at 4100 Joliet Avenue, Lyons, IL.

RECITALS

- A. Northshore operates a clinical laboratory that is duly licensed, and is certified under all applicable federal and state statutes and regulations and the Medicare and Medicaid programs, and at which it provides COVID-19 PCR testing services ("COVID Testing"), and each test, individually, a "COVID Test";
- B. DISTRICT desires to contract with Northshore to provide COVID Testing for the DISTRICT facilities listed on Exhibit A ("Facilities"), and Northshore and DISTRICT desire to enter into this Agreement to define their respective rights and responsibilities; and
- C. The parties agree that Northshore is to provide COVID Testing for the students, staff, and other employees of DISTRICT under the terms and conditions of this Agreement and in accordance with all applicable requirements of federal, state or local laws, rules, and/or regulations, third-party reimbursement sources (public or private), or other reimbursement sources covering Facility services. COVID Testing will include virology testing (the COVID-19 PCR Test) to provide information for the diagnosis, prevention, or treatment of a disease or assessment of a medical condition.

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

AGREEMENT

1. Responsibilities of Northshore

- a. Northshore shall conduct on-site testing at the Facilities on scheduled days and times as directed by DISTRICT.
- b. Northshore shall perform the COVID Testing at any reasonable time and number of persons requested by DISTRICT pursuant to a properly completed test requisition in the form set forth on Exhibit B attached hereto.
- c. Northshore shall be responsible for the collection and transportation of COVID Test specimens from the Facilities.

- d. Northshore shall report COVID Test results at the discretion of DISTRICT by either 1) reporting to authorized DISTRICT personnel by populating a portal with COVID Test results for each facility, 2) reporting COVID Test results directly to each subject undergoing a test, or 3) both.
 - e. Northshore expects it may be required to submit some positive specimens to at least the Illinois Department of Public Health. Negative samples will be destroyed. Northshore may retain de-identified remnant specimens for on-going quality assessment and test improvement.
2. Responsibilities of DISTRICT. DISTRICT shall provide to Northshore access to the Facilities to administer COVID Tests. DISTRICT shall provide items reasonably required for testing such as tables, chairs, stanchions, and/or other items mutually agreed to by the parties in writing.
3. Term and Termination.
 - a. The term of this Agreement (“Term”) shall be for one (1) year, commencing on the Effective Date and continuing until the first (1st) anniversary of the Effective Date, and renewing automatically unless terminated in accordance with Section 3.b of this Agreement.
 - b. Either party may terminate this Agreement at any time with or without cause upon sixty (60) days prior written notice to the other party.
4. Billing.
 - a. Throughout the Term of this Agreement, Northshore shall have the sole right to bill third party payers and or other reimbursement sources to collect charges for COVID Testing services conducted at the Facilities and performed on specimens collected under this Agreement.
 - b. In no event shall DISTRICT be responsible for payment for any COVID Test performed under this Agreement.
 - c. In no event shall DISTRICT students, staff or other employees be responsible for payment, including any insurance copayment, for any COVID Test performed under this Agreement.
5. Compliance and Warranty. The terms of this Agreement are intended to be in compliance with all applicable federal, state and local statutes, regulations and ordinances. Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules and regulations, as they may be amended from time to time, including, but not limited to, (1) the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”); (2) the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8 (“HIPAA”); (3) the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the “Federal

Privacy Regulations”), the federal security standards as contained in 45 CFR Parts 160, 162 and 164 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162 (the “Federal Electronic Transactions Regulations”); (4) the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §130.1, et seq. (the “ADA”); (5) Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq.; (6) the Family Educational Rights and Privacy Act, 20 USC §1232g, et seq., 34 CFR §99.1, et seq. (“FERPA”); (7) Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq.; (8) the federal Physician Self-Referral Law (42 U.S.C. § 1395nn), the regulations promulgated thereunder and similar state physician self-referral laws and regulations; (9) the federal Medicare/Medicaid Anti-Kickback Law (42 U.S.C. § 1320a-7b), the regulations promulgated thereunder and similar state anti-kickback laws and regulations; and (10) the Eliminating Kickbacks in Recovery Act (18 U.S.C. § 220), the regulations promulgated thereunder and similar state laws and regulations.

6. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Illinois without regard to the conflict of laws provisions thereof.
7. Insurance. During the performance of this Agreement, Northshore shall, at its own expense, carry and maintain insurance as recited below and shall provide a Certificate of Insurance reflecting same.
 - a. Workers Compensation - \$1,000,000
 - b. Auto Liability - \$1,000,000
 - c. General Liability - \$4,000,000
 - d. Professional Liability/Medical Malpractice - \$3,000,000
 - e. Cyber Liability - \$500,000
8. Independent Contractor. Northshore is, and shall at all times be deemed to be, an independent contractor and shall carry out the responsibilities required of it by the terms of this Agreement. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between Northshore and DISTRICT or any of DISTRICT’s employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of their respective employees, agents, consultants, or subcontractors as they relate to any Services provided under this Agreement.
9. Indemnification. Each party shall defend, indemnify and hold harmless the other party and such party’s directors, officers, employees, affiliates, and agents from and against any and all third party claims, losses, damages, costs, expenses or liabilities to the extent arising out of its obligations pursuant to this Agreement, except to the extent such claims, losses, damages, costs, expenses or liabilities arise out of the gross negligence or willful misconduct of party seeking such indemnification, its employees or agents. The provisions of this Section shall survive the termination of this Agreement. The indemnified party must cooperate fully with the investigation and defense of the claim or suit, and may not take any action which will prejudice the claim or suit.

10. Confidentiality and Data Sharing:

- a. Northshore shall maintain strict confidentiality of all information, data or records relating to students, staff and other employees of DISTRICT and shall only disclose such information in accordance with federal, state and local law and regulations as identified in Section 5 of this Agreement. Notwithstanding anything to the contrary in this Agreement, such federal, state or local laws which govern the disclosure of patient information, “Protected Health Information” and “Personally Identifiable Information,” when applicable, shall control over the terms of this Agreement with regard to Northshore providing information to DISTRICT (or a third-party) regarding any person subject to COVID-19 testing.
- b. Northshore agrees to only collect information (medical or otherwise) about DISTRICT students, staff and other employees to the extent necessary to fulfill its duties under the terms of this Agreement. Northshore shall maintain records of all information collected, including but not limited to COVID-19 test results for a minimum of two (2) years following the termination of this Agreement. Any student, staff or other employee information collected or otherwise held by Northshore must be made available immediately upon request from DISTRICT.
- c. Northshore shall store and process student, staff and other employee information in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure such information from unauthorized access, disclosure and use.
- d. If Northshore becomes aware of a disclosure or security breach concerning any information covered by this Agreement, Northshore shall immediately notify DISTRICT and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.
- e. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in this Agreement may, at DISTRICT’s discretion, result in DISTRICT immediately terminating this Agreement and refusing to enter into a contract with Northshore or otherwise allow access to any DISTRICT student, staff or other employee information for a period of not less than five (5) years.
- f. Northshore may employ third parties to assist with the performance of its duties in this Agreement. However, Northshore is solely responsible for ensuring that any third party providing services in connection with its obligations under this Agreement is also bound by the obligations of confidentiality as noted in Section 11. Northshore shall pay all fees, wages, salaries, and other amounts due to any third party in connection with its performance of its obligations under this Agreement and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. This Agreement shall not be amended, released, discharged, changed or modified except by a written instrument signed by a duly authorized representative of each of the parties.
12. Amendments. No modifications of or amendment to this Agreement shall be effective or binding on either party unless mutually agreed to in writing signed by both parties.
13. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.
14. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be (a) delivered personally, (b) sent by certified mail, or (c) sent by a nationally-recognized courier guaranteeing next-day delivery, to the recipients below. The parties agree that changes to the addresses below for receipt of notices under this Section may be effected by a letter signed by the relevant party and does not require an amendment to this Agreement signed by all parties.

If to Northshore:
Northshore Clinical Labs, Inc.
4751 N. Kedzie Ave
Chicago, IL. 60625
Attention: Omar Hussain
Omar@Northshoreclinical.com

If to the DISTRICT:
Lyons Elementary School District
4100 Joliet Avenue
Lyons, IL 60534
Attention: Superintendent Kristopher Rivera
riverak@lyons103.org

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**NORTHSHORE CLINICAL LABS,
INC.**

By: _____
Name: OMAR HUSSAIN
Title: LABORATORY MANAGER
Date: _____

DISTRICT

By:
Title:
Date: _____

EXHIBIT A

The DISTRICT Facilities are identified as follows:

Costello School

Edison School

Home School

Lincoln School

Robinson School

George Washington Middle School

EXHIBIT B

Please reference the previously provided Requisition Form.



NORTHSHORE CLINICAL LABS

INFORMED CONSENT FOR COVID-19 TESTING

Employee Name: Last:

First:

Middle Initial:

Please carefully read the following informed consent:

1. I authorize Northshore Clinical Laboratory to conduct collection and testing for Covid-19. I understand that this testing is voluntary and that I am not required to undergo such testing as a condition of my employment.
2. I authorize my test results to be disclosed to my employer; and to any applicable county, state, or other governmental entity as may be required by law, and understand that such disclosure will also be made consistent with applicable law.
3. I acknowledge that a positive test result is an indication that I must abide by all applicable federal, state and/or local guidance on isolation and quarantine to avoid infecting others.
4. I understand that by signing this document and agreeing to undergo Covid-19 testing that I am not creating a patient relationship with my employer or Northshore Clinical Laboratory. I understand that my employer or Northshore Clinical Laboratory is not acting as my medical provider. Testing does not replace treatment by my medical provider. I assume complete and full responsibility to take appropriate action with regards to my test results. I agree I will seek medical advice, care and treatment from my medical provider if I have questions or concerns, or if my condition worsens.
5. I understand that, as with any medical test, there is the potential for false positive or false negative test results to occur.

ACCEPTANCE

I, the undersigned, have been informed about the test purpose, procedures, possible benefits and risks, and I have received a copy of this informed consent. I have been given the opportunity to ask questions before I sign, and I have been told that I can ask other questions at any time. I voluntarily agree to testing for Covid-19.

Signature: _____ **Date:** _____



Authorization and Consent for COVID-19 Testing of Minor

To be completed by parent or legal guardian of student less than 18 years of age seeking COVID-19 testing.

As the parent/legal guardian of a minor student (“Student”), I hereby authorize and give my express consent to Northshore Clinical Laboratories for Student to be tested for COVID-19. I understand that a nasal specimen will be collected from Student and tested for COVID-19 using a PCR Test.

I further authorize Student’s test results to be disclosed to authorized representatives at their respective school and to any applicable county, state, or other governmental entity as may be required by law, and understand that such disclosure will also be made consistent with applicable law.

I understand that potential benefits include that the testing results can help me, Student and Student’s healthcare provider make informed recommendations about Student’s care and may help limit the spread of COVID-19.

This authorization and consent is valid until revoked in writing by the parent or legal guardian or is no longer necessary under the law. I have the legal authority, based on my relationship to Student, to consent to this test administration for the Student.

Student’s Name: _____

Student’s Date of Birth: _____

Signature (Parent/Legal Guardian)

Date

Parent/Legal Guardian Name (please print)

Parent/Legal Guardian Phone Number