



**Board of Education - Special Meeting
District Office
1936 Green Bay Rd.
Highland Park, IL 60035**

Tuesday, September 14, 2021 7:00 PM

Agenda

Mission Statement

The mission of North Shore School District 112, a community partnership committed to a world-class education, is to nurture every child to become an inspired learner, a well-rounded individual and contributing member of a global community by striving for excellence within an environment that fosters innovation, respect, engagement and intellectual inquiry

This meeting will be held in person and adhere to Governor Pritzker's Executive Order 2021-18, requiring all persons inside school buildings to wear face coverings regardless of vaccination status. Per Policy 2:230, public comments can be made in-person and will become part of the public record. Comments are limited to 3 minutes for each commenter and the Board has the authority to restrict the total time for comments to 30 minutes.

LIVE STREAMING - To watch the live stream or the recorded Board Meeting, please visit our Vimeo page by clicking here.

1. Call to Order/Roll Call (7:00 pm)
2. Approval of Agenda
3. Pledge of Allegiance
4. Information
 - a. Draft Proposed NSEA/NSSSA Memorandum of Understanding for Staff COVID-19 Vaccinations
5. Public Comments (Policy 2:230) The Board welcomes comments and questions and gives them serious consideration. The first community participation is solely for comments about matters on this agenda.
6. Action Items
 - a. Personnel Recommendations (Policy 5:200)
 - b. NSEA/NSSSA Memorandum of Understanding - COVID-19 Sick Days
 - c. NSSSA Memorandum of Understanding - Paraprofessional Hourly Pay Rate
 - d. Finalsite Website Agreement (Policy 4:60)
7. Adjournment

Revised as of 9/14/21

Date: September 14, 2021

To: Dr. Michael Lubelfeld, Superintendent of Schools
Members of the Board of Education

From: Dr. Monica Schroeder, Deputy Superintendent

Subject: Personnel Recommendations

Policy Alignment: Policy 5:30 Hiring Process and Criteria

CERTIFIED PERSONNEL

<u>NAME</u>	<u>FTE</u>	<u>POSITION</u>	<u>SCHOOL</u>	<u>EFFECTIVE DATE</u>
Mark Temenak	1.0	SLP	GB	8/30/21

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>FTE</u>	<u>POSITION</u>	<u>SCHOOL</u>	<u>EFFECTIVE DATE</u>
Jeremy Bergman	1.0	Spec. Ed. Res. Parapro	NW	9/8/21

CLASSIFIED PERSONNEL

<u>NAME</u>	<u>FTE</u>	<u>POSITION</u>	<u>SCHOOL</u>	<u>EFFECTIVE DATE</u>
Janet Ghanayem	Hourly	Lunch/ Playground Supv.	NW	9/14/21
Rosario Barajas	Houly	Lunch/ Playground Supv.	NW	9/14/21

CLASSIFIED PERSONNEL RESIGNATION

<u>NAME</u>	<u>FTE</u>	<u>POSITION</u>	<u>SCHOOL</u>	<u>EFFECTIVE DATE</u>
Dan Botten	1.0	Maintenance	DO	9/24/21

EXTRA DUTY STIPENDS**Team Leaders (shared stipend)**

Northwood	Name(s)
6th grade	Kristin Cochrane
6th grade	Jenny Pomagier
7th grade	Jessica Marvin
8th grade	Kathy Anaya
CAPE	Sarah Rapaport
Edgewood	Name(s)
6th Grade	Jori Miller
7th Grade	Michael Buss
8th Grade	Joanne Dimitriou
CAPE	Christina Garza

MENTOR STIPENDS

Mentor First Name	Mentor Last Name	Type of Mentor	Mentor's Building
Kathy	Anaya	.5 Job Alike Mentor (Y1)	NW
Liz	Asbury	Job Alike Mentor (Y1)	IT
Molly	Bayless	Building Mentor & Support Mentor	BR
Leanne	Berzanski	Job Alike Mentor (Y1)	OT
Nicole	Bingham	Job Alike Mentor (Y2)	NW
Matt	Brauer	Job Alike Mentor (Y2)	IT
Colleen	Butler	Building Mentor	RA
Nancie	Campbell	Building Mentor	OT
Patricia	Castro	Job Alike Mentor (Y1)	OT
Enrique	Castro	Job Alike Mentor (Y1)	RO
Brittany	Coffin	Job Alike Mentor (Y2)	EW
Jamie	Cohn	Job Alike Mentor (Y2)	NW
Jackie	Cook	Job Alike Mentor (Y2)	SW
Rhianna	Cresham	Job Alike Mentor (Y1)	IT
Emily	Crutchfield	Job Alike Mentor (Y1)	WT
Sarah	Davidowitz	Job Alike Mentor (Y1)	IT
Margaret	Delligatti	Job Alike Mentor (Y2)	NW
Sarah	DeMarco	Job Alike Mentor (Y1)	RO

Michelle	Diversey	Job Alike Mentor (Y1)	WT
Jessie	Dlugie	Job Alike Mentor (Y1)	IT
Missy	Doylida	A Building Mentor and a Job Alike Mentor(Y2)	GB
Andrea	Dunning	.5 Job Alike Mentor (Y1)	RA
Heather	Fee-Alvarez	Job Alike Mentor (Y2)	RO
Alyson	Flicher	Nurse Mentor	NW
Carolyn	Frye	Job Alike Mentor (Y2)	EW
Robyn	Funke	Job Alike Mentor (Y1)	SW
Elysia	Garcia	Job Alike Mentor (Y1)	OT
Carly	Goldstein	Job Alike Mentor (Y1)	IT
Nicole	Goodkind	Admin Assistant Mentor	WT
Idalia	Gutierrez	Job Alike Mentor (Y2)	NW
Nicole	Harris	.5 Job Alike Mentor (Y1)	NW
Patty	Heinzen	A Building Mentor and a Job Alike Mentor(Y1)	RO
Liz	Hodge	Job Alike Mentor (Y1) x2	EW
Greta	Hoff	Building Mentor	WT
Wendy	Hoffines	Job Alike Mentor (Y1)	EW
Jackie	Jacobs	Support Mentor	IT
Jackie	Jacobson	Job Alike Mentor (Y1)	SW
Rachel	Joseph	Job Alike Mentor (Y1)	BR
Paul	Kastner	Building Mentor	EW
Beth	Kenar	Job Alike Mentor (Y2)	WT
Valerie	Kilen (LaRiviere)	Job Alike Mentor (Y1)	OT
Alyssa	Kodroff	A Job Alike Mentor(Y1) and A Support Mentor	SW
Mari	Lagone	Job Alike Mentor (Y1)	IT
Rudy	Lagunas	Job Alike Mentor (Y1)	RO
Sarah	Larson	Job Alike Mentor (Y1)	RO
Tara	Lenhoff	Job Alike Mentor (Y2)	NW
Marcy	Lesser	Building Mentor	IT
Jen	Martin	Support Mentor	IT
Jessica	Marvin	Building Mentor	NW
Elisa	Mesinger	Job Alike Mentor (Y2)	BR
Phyllis	Mikell	Nurse Mentor	BR
Tamara	Negron Velez	Job Alike Mentor (Y2)	GB

Julie	Orloff	A Job Alike Mentor for (Y1 and Y2)	WT
Molly	Ott	Job Alike Mentor (Y1)	SW
Marina	Palomo	Support Mentor	NW
Kaye	Pina	Job Alike Mentor (Y1)	OT
Sara	Rapaport	Support Mentor	NW
Vanessa	Reakes	Building Mentor	SW
Luke	Roberts	Support Mentor	SW
Robin	Ruken	Job Alike Mentor (Y2)	EW
Joshua	Rusch	Job Alike Mentor (Y2)	EW
Lauren	Sachs	Support Mentor	SW
Patty	Samuelian	Support Mentor	GB
Patty	Samuelian	Support Mentor	GB
Gabbi	Sanders	Job Alike Mentor (Y2)	EW
Miriam	Schuman	Job Alike Mentor (Y1)	NW
Linda	Sever	Job Alike Mentor (Y1)	EW
Jessica	Share	Job Alike Mentor (Y2)	RO
Leslie	Tangman	Job Alike Mentor (Y1)	IT
Suzanne	Tuegel	Job Alike Mentor (Y1)	SW
Darla	VanEtten	Job Alike Mentor (Y1)	RA
Sarah	Walsh	.5 Job Alike Mentor (Y1)	RA
Cari	Winkler	Support Mentor	BR

Date: September 14, 2021
To: Members of the Board of Education
From: Dr. Monica Schroeder, Deputy Superintendent
Subject: NSEA/NSSSA Memorandum of Understanding-COVID-19 Related Sickness
Disposition: Action

Executive Summary:

The Board is being presented with a joint Memorandum of Understanding (MOU) between the Board and the NSEA/NSSSA unions regarding COVID-19 Related Sickness for the 2021-22 school year for breakthrough COVID-19 cases that may occur.

In summary, the MOU provides employees who are fully vaccinated against COVID-19 paid administrative leave for up to 10 working days, without deduction from accumulated sick leave for each day an employee is required to remain isolated at home due to testing positive for COVID-19, and is unable to telework.

The administration supports the concept and recommends the Board approve the attached MOU at the September 24, 2021 Regular Meeting.

Recommendation: Approve

Roll call vote to approve the Memorandum of Understanding between the Board and the NSEA/NSSSA regarding COVID-19 Related Sickness, as presented.

Memorandum of Understanding
between
North Shore School District 112 and the
North Shore Education Association and North Shore Support Staff
Associations (IEA/NSEA/NSSSA)
Regarding **COVID-19-Related Sickness**

The District and the NSEA and NSSSA, respectively, wish to support COVID-19 fully vaccinated faculty members during the COVID-19 Pandemic who have experienced a breakthrough case. To that end, the parties agree to the following:

1. A COVID-19 fully vaccinated employee is eligible for a paid administrative leave of up to ten (10) working days at his/her regular earnings, without deduction from accumulated sick leave, during the 2021-22 school year for each day a COVID-19 Fully Vaccinated employee is required to remain isolated at home due to testing positive for COVID-19, and is unable to telework. The paid administrative leave does not represent sick or personal leave and does not accumulate or carry over to another year if not used.
2. The ten (10) day paid administrative leave referenced above is not available for a leave of absence due to the employee staying home to care for another individual whether or not in the immediate family or household.
3. In order to be eligible for the ten (10) working days of paid administrative leave a faculty member must:
 - a. Have a current diagnosis of COVID-19 resulting in his/her inability to work, or telework, substantiated by documentation from a physician licensed in Illinois to practice medicine or surgery in all its branches, a licensed advanced practice nurse, or a licensed physician assistant; and
 - b. Have proven to the District 112 Personnel Services Department per the Governor's Executive Order issued on August 26, 2021 (1) full vaccination.
 - c. Not engage in any travel or activities which do not comply with federal and state guidelines regarding recommended methods of mitigating the spread of COVID-19. This includes, but is not limited to, isolation/quarantine per a Federal, State or local quarantine or isolation order or recommendation at the advice of a healthcare provider.
4. If the employee tests positive for COVID-19 and is asymptomatic or otherwise able to telework, the employee is expected to telework. In such circumstance, the employee will still be eligible for up to ten (10) days of paid administrative leave for each day an employee is required to remain isolated at home in the event of a future positive COVID-19 test during the 2021-22 school year, subject to the eligibility requirements in this Memorandum of Understanding.

5. The employee must, if requested by the District, undergo a medical examination to obtain a second opinion regarding his/her COVID-19 diagnosis and inability to work, at the District's expense.
6. The employee may not return to his/her position, District buildings or facilities until he/she provides a satisfactory medical certification from a health care provider certifying the faculty member's ability to return to work.
7. Should the employee receive workers compensation payments for the same period of time as the paid leave of absence, the employee shall be required to remit those payments to the District.
8. The employee's failure to comply with any of the terms or conditions set forth in this Memorandum of Understanding may result in:
 - a. Immediate discontinuation of the paid administrative leave;
 - b. Docking the employee's accumulated sick days for any paid administrative leave day previously used; and/or
 - c. Discipline up to and including termination per the terms of the Collective Bargaining Agreement for each respective Association as well as per the Illinois School Code.

This Memorandum of Understanding is non-precedential and will not be binding or enforceable in any school years other than the 2021-22 School Year. This Memorandum of Understanding shall not modify, amend, or supersede the terms or conditions set forth in the respective current Collective Bargaining Agreements.

This Memorandum of Understanding is agreed to and authorized by the signatures of the parties' representatives as set forth below.

Board of Education, North Shore School District 112

Date

North Shore Support Staff Association President

Date

North Shore Education Association President

Date

Date: September 14, 2021
To: Members of the Board of Education
From: Dr. Monica Schroeder, Deputy Superintendent
Subject: NSSSA Memorandum of Understanding - Paraprofessional Hourly Pay Rate
Disposition: Action

Executive Summary:

The Board is being presented with a Memorandum of Understanding (MOU) between the Board and the North Shore Support Staff Association (NSSSA) regarding increases to the starting Paraprofessional hourly pay rate and market rate increases for existing employees. The MOU modifies the starting paraprofessional pay rate in the NSSSA collective bargaining agreement to \$20.00 per hour. It also provides a pay rate market adjustment for existing paraprofessionals for 2021-22 which is not retroactive.

The administration supports the concept and recommends the Board approve the attached NSSSA Memorandum of Understanding Regarding Paraprofessional Hourly Pay Rate at the September 14, 2021 Special Board Meeting.

Recommendation:

Roll call vote to approve the Memorandum of Understanding between the Board and the NSSSA Regarding Paraprofessional Hourly Pay Rate, as presented.

**Memorandum of Understanding between
North Shore School District 112 and the
North Shore Support Staff Association (IEA/NSSSA)
Regarding Paraprofessional Hourly Pay Rate**

The District and the NSSSA, respectively, wish to memorialize their agreement regarding the starting paraprofessional salary pay rate and a market adjustment for existing paraprofessional pay rates entering into the 2021-22 school year due to this unprecedented time of the COVID-19 Pandemic. To that end, the parties agree to the following:

Section 1. The Board and the NSSSA agree to increase the paraprofessional starting salary pay range as found in article 6.9 Salary of the 2018-2019 to 2022-23 NSSSA Agreement for the remaining years of the agreement. The starting paraprofessional pay will increase from \$14.93-\$16.58 to \$20.00.

Section 2. All existing paraprofessional employees will receive a market adjustment to their 2021-22 hourly rates to remain competitive with surrounding districts. The adjustment is not retroactive.

Employee Name	FY22 Hourly Rate Prior to Adjustment	New FY22 Hourly Rate Market Adjustment
ACOSTA, CARMEN	\$15.75	\$20.07
AVILES, ALICIA	\$15.75	\$20.07
GUADRON, BETZABE	\$15.91	\$20.13
ABURTO HERNANDEZ, VIRIDIANA	\$16.12	\$20.14
SEGURA, KAREN	\$16.21	\$20.23
RICHARDSON, OLIVIA	\$16.37	\$20.39
KASPROWICZ, ASHLEY	\$16.49	\$20.51
GOETSCH, STEVEN	\$16.69	\$20.81
WYATT, TAYLOR	\$16.86	\$20.98
ODOMS, CONNIE	\$17.59	\$21.21
MARKS, LAURENCE K	\$17.69	\$21.31
STAVNEM, TIFFINY	\$17.95	\$21.47
FREEBAIRN, DAGMARIS	\$18.12	\$21.64
BUTI, DONNA	\$18.26	\$21.78
MIKOS, BRITTANY	\$18.41	\$21.93
FINE, VICKI	\$18.88	\$22.30
JONES, ROSELEE	\$19.04	\$22.46

BYRNE, DEBORAH	\$19.64	\$23.06
SCHULTZ, KATHLEEN	\$20.18	\$23.40
SENNETT, LAUREN	\$20.18	\$23.40
AXELROD, SUSAN	\$21.03	\$23.78
COLON, BETZAIDA	\$21.03	\$23.78
ROSALES COLUNGA, MARIA	\$21.03	\$23.78
GNAEDINGER, MARTHA I	\$21.23	\$23.98
FIOCCHI, MARIA	\$21.24	\$23.99
RAMIREZ, BRENDA	\$21.24	\$23.99
UTTERBACK, LIGUORA M	\$21.25	\$24.00
GELBER, BARBARA	\$21.41	\$24.16
FLORES, STELLA	\$21.85	\$24.60
FONDA, MONICA	\$21.85	\$24.60
WODZIEN, RENEE	\$21.85	\$24.60
RUIZ, RAQUEL	\$22.00	\$24.75
MAZZA, ELIZABETH	\$22.01	\$24.76
ABRONS, ANNETTE A	\$22.01	\$24.76
AFFRUNTI, GENETTE M	\$22.18	\$24.93
SORRENTINO, MARIA C	\$22.18	\$24.93
DUBIN, DEBORAH	\$22.36	\$25.11
ANAYA ZUNIGA, LEONOR	\$22.57	\$25.32
HOLT, SULIE	\$22.95	\$25.70
CHAVEZ, ARACELI	\$24.55	\$27.30
DOMINGUEZ, JUANA	\$25.42	\$28.17
GARRETT, CAROL S	\$26.02	\$28.77

Section 3. All existing paraprofessional employees have received a 2.3% annual increase per article 6.9 Salary of the 2018-2019 to 2022-23 NSSSA Agreement prior to making the market adjustment for the 2021-22 school year.

Section 4. The salary cap in article 6.9 Salary of the 2018-2019 to 2022-23 NSSSA Agreement was set at \$29.26 and will be raised to \$31.00 to account for the market adjustments. The cap is not retroactive.

This Memorandum of Understanding is non-precedential. This Memorandum of Understanding shall not modify, amend, or supersede the terms or conditions set forth in the respective current Collective Bargaining Agreements outside of the terms in section 2 and 3 as noted above.

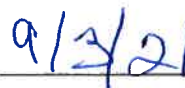
This Memorandum of Understanding is agreed to and authorized by the signatures of the parties' representatives as set forth below.

Board of Education, North Shore School District 112



North Shore Support Staff Association President

Date



Date

Date: September 14, 2021
To: Members of the Board of Education
From: Dr. Monica Schroeder, Deputy Superintendent
Subject: New Website Provider - Finalsight Agreement
Disposition: Action

Executive Summary:

At the August 24, Regular Board of Education meeting, the administration presented a recommendation to transition the District's website provider from Blackboard to Finalsight. This transition is based on survey data, anecdotal evidence, and committee findings that led to the determination that the District would benefit from changing website providers.

The Finalsight Agreement stipulates a one time set-up cost of \$62,000 and an annual cost of \$14,900 for a 5-year term with the first year at a discounted rate of \$7,450.

Recommendation:

Roll call vote to approve the Finalsight Agreement, as presented.



Customer: North Shore School District 112
 Created By: Joshua Sauer
 New Contract
 8/30/2021
 Contract Valid for 30 days

FINALSITE ORDER

This Finalsite Order (the “**Order**”) is entered into by and between Active Internet Technologies, dba Finalsite (“**Finalsite**”) and North Shore School District 112 (“**Customer**”) and sets forth the terms of Customer’s use of the products and services set forth below (“**Pricing Summary**”). This Order, together with the Master Terms and Conditions for Services (the “**Master Terms**”) located at <http://www.finalsite.com/agreements> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The “**Effective Date**” of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package
Public School Package 3 The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowp3

Composer CMS Platform
Communications Core Platform - Districts View a detailed description of what's included in your software package here http://www.finalsite.com/dcc

Products Included in Core Communications	
Admins with ticketing rights (11)	HTTPS Implementation
Bandwidth (12 GB)	LDAP/Google Authentication (Network SSO)
Basic Site Search	Live Webinar Training
Basic Support with integrated ticketing	Mobile-Friendly, Responsive Design
Blog, News and Subscriptions with Finalsite Posts (44 boards pooled)	Website cloud storage (120 GB)
Data Imports through Finalsite Support (4/year)	Page Layout Options - Base 4
Digital Asset Management & Document Library with Resources	Page-Based Notifications (Page Pops)
District Site and 10 Additional Sites	Searchable Knowledge Base and Video Access
FERPA-compliant Hosting, Security and Integrated CDN	Site Editors (33)
Finalsite Composer Content Management System	Social Media Feeds (11)
Faculty/Staff Directory & Role	Tiered Permissions and User Management
Finalsite Payments by BlueSnap	Unlimited Calendars (Incl. Integration)
Forms Manager (55 forms pooled)	Unlimited Published Pages

Additional Products or Services Purchased:

Consulting & Internet Marketing	
Virtual Webmaster	

Creative and Deployment Services



Customer: North Shore School District 112
Created By: Joshua Sauer
New Contract
8/30/2021
Contract Valid for 30 days

Content Migration	
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Data Integration	
Integration: GG4L	LDAPS/Active Directory Integration

Modules	
Advanced Search	Messages: (100,000 msg/mo)
Weglot - Pro	

Portals & Directories	
Faculty & Staff Role / Portal - Unlimited Users	

Training & Support	
Support Plan - Priority	



Customer: North Shore School District 112
 Created By: Joshua Sauer
 New Contract
 8/30/2021
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Special Provisions:

- The Content migration service listed includes content migration of 400 pages from the Customer's current district and school sites to NSSD's new district and school sites. Content migration includes text, images, and links.
- The Virtual Webmaster service listed on the agreement includes approximately 120 pages of professional optimization/formatting of the Customer's choosing, in addition to the 8 pages that are included in the Package 3 design Scope of Work. A total of approximately 128 pages will be optimized and formatted for the Customer.
- If the mobile app is added to the NSSD account before June 30, 2022, please honor the price of \$2,500 per year for the remainder of this five-year agreement.

Services: Initial Term and Fees:

The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
\$62,500

Schedule	Amount
Period 1	\$ 7,450
Period 2	\$ 14,900
Period 3	\$ 14,900
Period 4	\$ 14,900
Period 5	\$ 14,900



Customer: North Shore School District 112
 Created By: Joshua Sauer
 New Contract
 8/30/2021
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B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsight will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsight and Customer each agree to the terms and conditions of this Order and the Master Terms.

Customer North Shore School District 112
Signature
Name (printed) Nicholas Glenn
Title (printed) Comm, Director
Date

Active Internet Technologies ("AIT")
Signature
Name (printed)
Title (printed)
Date

As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsight as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.



Customer: North Shore School District 112
Created By: Joshua Sauer
New Contract
8/30/2021
Contract Valid for 30 days

C. Customer Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 1936 Green Bay Rd
City, State Zip Highland Park, IL 60035
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Head of School, Business Manager/CFO, etc.)
Title
Email

* The Executive Sponsor should be separate from the customer contact and is typically the Head of School, Business Manager/CFO, etc.

**ADDENDUM TO THAT CERTAIN AGREEMENT BY AND BETWEEN ACTIVE
INTERNET TECHNOLOGIES AND THE BOARD OF EDUCATION OF NORTH
SHORE SCHOOL DISTRICT 112**

This Addendum is hereby made a part of that certain agreement by and between Active Internet Technologies d/b/a Finalsite (“Finalsite”), and the Board of Education of North Shore School District 112 (“Customer”) (collectively the “Parties”) (hereinafter, “Agreement”).

WHEREAS, Finalsite wishes to provide certain products and services, including developing a website that is compliant with the Americans with Disabilities Act and has tendered a proposed Order to the Customer that incorporates by reference a Statement of Work and a Master Terms and Conditions for Web Services (collectively, the “Agreement”); and

WHEREAS, the Customer wishes to enter into the Agreement, but hereby requests, and Finalsite agrees, to amend the Agreement in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration which is hereby acknowledged by the Parties, it is agreed as follows:

- 1. Governing Provisions.** In the event of a conflict between the terms and conditions of this Addendum and any other document comprising the Agreement, the terms and conditions herein shall govern.
- 2. Payment.** Notwithstanding any other provision in the Agreement to the contrary, all payments and penalties for nonpayment shall be governed by the *Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.* Customer may not be penalized for exercising its right to review and dispute any invoice in good faith. Additionally, notwithstanding anything in this Agreement to the contrary, Customer shall not be responsible for any additional fees, costs or expenses unless agreed to in writing by Customer before such fees, costs or expenses are incurred.
- 3. Rates and Taxes.** Rates or fees for products and services covered by the Agreement shall not be changed for the duration of the Order except by signed, written consent of Customer. Customer is exempt from sales taxes and shall provide a certificate of such exemption upon Finalsite’s request.
- 4. No Autorollover / Term of Agreement.** Notwithstanding anything in the Agreement to the contrary, the Agreement shall not automatically rollover or extend without the prior written consent of Customer. All contrary provisions of the Agreement are stricken.
- 5. Required Certifications.** Finalsite shall comply with all applicable laws, ordinances rules, regulations and codes, including but not limited to (if and to the extent applicable)

the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.*; the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations promulgated thereunder; the Equal Employment Opportunity Clause at Title 44, Part 750, of the Illinois Administrative Code (*see* 44 Ill. Admin. Code 750.20), which is fully incorporated herein; federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder; prohibitions against smoking on school district property; prohibitions against the presence of sex offenders on school district property; certifications concerning not being barred from bidding and complying with Illinois Use Tax requirements under the Illinois *School Code* (105 ILCS 5/10-20.21); and the Illinois *Drug Free Workplace Act* (30 ILCS 580/1 *et seq.*).

6. **Confidentiality.** Add the following language to the end of Section 16.02 of the Master Terms and Conditions:

“The Parties acknowledge that the Customer is a public body subject to the *Illinois Freedom of Information Act* (“FOIA”). As such, the release of any information pursuant to a FOIA request shall not constitute a breach of this Agreement. Notwithstanding any other provisions of this Section, the Customer shall have sole discretion to determine what information shall be released pursuant to a FOIA request made to the Customer. If Finalsight requests that the Customer withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, Finalsight must notify the Customer of such request at the time such information is submitted to the Customer, along with a statement that disclosure of such information will cause competitive harm to Finalsight, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Finalsight may be required to substantiate the basis for its claims at a later time. Finalsight shall reasonably cooperate with the Customer and shall promptly provide any requested ‘public records’ (as defined by FOIA) generated under this Agreement to assist the Customer in responding to any FOIA request.”

7. **Limitation of Liability.** Section 17.06 of the Master Terms and Conditions is hereby deleted and replaced with the following:

“FOR ALL CLAIMS BY EITHER PARTY, WHETHER SUCH CLAIMS ARE MADE IN CONTRACT, TORT, OR OTHERWISE, THE INJURED PARTY’S POTENTIAL RECOVERY SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES SUFFERED BY SUCH PARTY UP TO THE ACTUAL AMOUNT PAID BY, OR DUE FROM, CUSTOMER TO FINALSIGHT UNDER THIS AGREEMENT AS OF THE DATE OF SUCH CLAIM(S). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO FINALSIGHT’S OBLIGATION TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CUSTOMER, ITS INDIVIDUAL BOARD MEMBERS, EMPLOYEES, AND AGENTS AGAINST CLAIMS BY THIRD PARTIES AS IT RELATES TO SECTION 25.01.”

8. **Assignment.** Delete the first sentence of Section 22 of the Master Terms and Conditions and replace it with the following sentence: “To the extent that the delivery of Website Services shall be materially or negatively impacted, this Agreement may not be transferred or assigned directly or indirectly by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.”
9. **Finalsite Indemnity Obligations (Section 25.01).** In addition to the indemnification obligations set forth in Section 25.01 of the Master Terms and Conditions, Finalsite further agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend the Customer, its individual Board members, employees, and agents against all loss, liability, claims or expenses (including reasonable attorney’s fees) arising out of Finalsite’s negligent acts or omissions or willful misconduct under the Agreement or breach of the Agreement.
10. **Customer Indemnity Obligations.** Delete Section 25.02 of the Master Terms and Conditions in its entirety.
11. **Venue and Applicable Law.** Delete Section 26 of the Master Terms and Conditions in its entirety and replace it with the following:

“This Agreement shall be governed by the laws of the State of Illinois, notwithstanding its choice of law provisions. Jurisdiction and venue for any disputes shall be in the Circuit Court of Lake County, Illinois and/or U.S. District Court for the Northern District of Illinois, Eastern Division.”
12. **Termination by Customer.** Notwithstanding anything in the Agreement to the contrary, Customer shall have the right to terminate the Agreement for convenience upon thirty (30) days written notice.
13. **Insurance.** Add the following new paragraph to the Agreement:

“Finalsite shall obtain and maintain in effect during the term hereof, at its own expense, general liability insurance coverage in an amount of no less than \$2,000,000 per occurrence and in the aggregate. Finalsite shall also maintain cyber liability insurance in an amount of no less than \$1,000,000. Finalsite shall name Customer as additional insureds on all insurance required hereunder. All insurance of Finalsite shall be primary and noncontributory. Finalsite shall provide Customer with a certificate of insurance verifying such coverage upon Customer’s written request.”
14. **Website Accessibility Compliance.** Finalsite acknowledges that it is knowledgeable about the Web Content Accessibility Guidelines 2.0, Level AA and that it will provide Customer with a website that conforms to said guidelines.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have signed this Addendum on the dates indicated below.

**ACTIVE INTERNET
TECHNOLOGIES, LLC**

**BOARD OF EDUCATION OF NORTH
SHORE SCHOOL DISTRICT 112**

By: _____

By: _____

President

Its: _____

Date: _____

Date: _____

ATTEST:

By: _____

Secretary

Date: _____

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