

Agreement for School Board Policy Online Services

THIS AGREEMENT is made and entered into as of the 4th day of December, 2018, by and between the Illinois Association of School Boards ("IASB") and Mid-Valley Special Education Cooperative
Board of Education ("Board").

WHEREAS, IASB's mission is excellence in local school governance in support of quality public education;

WHEREAS, the IASB offers various policy services in order to further its mission; and

WHEREAS, the Board seeks effective and efficient policy governance;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

- I. **Description.** The Board has selected the "School Board Policies Online" ("SBPOL") service. This project involves having the IASB publish the Board's policy manual on the Internet in Folio® electronic format. The IASB updates the Board's online policies promptly after receipt of word- processing files for revisions. The IASB also updates links to the Illinois Compiled Statutes and other legal authority provided with the Board's policies as soon as practicable.
- II. **Proprietary Interests in Board's Policies and Materials.** The Parties agree that the Board shall retain ownership in the text of all policies and other material it furnishes to the IASB in order to fulfill its obligations under this Agreement.
- III. **Current and Archive Copies of the Board's Policies and Materials.** The Parties agree that the Board shall maintain current and archive copies of its policies and materials separate and apart from the copies maintained by the IASB or given to the IASB in order for the IASB to fulfill its obligations under this Agreement. No agency relationship is created between the Board and the IASB for purposes of record retention, storage, organization, dissemination, destruction, or maintenance and the IASB will not be responsible for responding to requests for public records under the Illinois Freedom of Information Act or for responding to any subpoena on behalf of the Board.
- IV. **Disclaimer/Liability.** While every effort is made to ensure accuracy and completeness, neither the IASB nor the Board shall be liable to each other for any omissions that may occur, errors in judgment or mistake of law or for any loss suffered by either party in connection with the matters to which this Agreement relates, except a loss resulting from bad faith or negligence on either Party's part in the performance of their duties under this Agreement. The IASB does not warrant that the Board's policies and other material are fit for any particular purpose. Furthermore, the IASB will not be liable for any direct, indirect, or consequential damages, including any loss of data arising out of use or inability to use the Board policies or other material.
- V. **Subscription Fees.** A subscription begins when the Board executes this agreement indicating its desire to be a SBPOL subscriber. Boards may subscribe to School Board Policies Online at any time although subscriptions are on a calendar year basis. Each subscriber must pay a one-time development fee of nine hundred fifty dollars (\$950) for converting the Board's policies into the Folio® format. The Board must pay the development fee at the time of contracting. The annual update and server fee is twenty-five hundred dollars (\$2,500). The annual fee is due within thirty (30) days after the date the Board's policy manual is available on the Internet. The IASB will prorate the annual subscription fee for the first year according to the quarter in which this Agreement is executed.
- VI. **Term and Renewal.** This Agreement is effective for the remainder of the calendar year in which it is executed as well as for the following calendar year. Thereafter, the IASB will send a renewal notification to the Board, which, if paid by the Board, will automatically renew the Board's participation in the service for one calendar year. Any provision of a SBPOL subscription, including fees, may be altered after the initial subscription. The IASB will notify the Board of all changes by specifying them in the renewal notification. Renewal payment will constitute an acceptance by the Board to the new Agreement terms.

2. Maintains a paid subscription to the IASB's policy updating service known as the Policy Reference Education Subscription Service (PRESS).
3. Provides and maintains updated information as requested on Attachment A.
4. Grants to the IASB the permission to link to the Board's online policy manual from the IASB Web site.

VIII. Modification. Except as provided in Section VI above, both Parties must agree to any variation or exception to this Agreement in writing. Both IASB and the Board recognize that this Agreement cannot include every nuance or interpretation, and when identified, the Parties shall confer in good faith to reach further agreement.

IX. Termination. Either Party has the right to terminate this Agreement immediately in cases of fraud or dishonesty by the other Party. In cases of a material breach of the Agreement, a complaining Party shall give written notice of the breach to the non-complying Party. The non-complying Party shall have a minimum of seven (7) days to correct the deficiency. If, after the cure period, the breach is not cured, the complaining Party may immediately terminate this Agreement. Notwithstanding the above, the IASB has the right to terminate this Agreement immediately if (a) its contract with MicroScribe Publishing terminates and the IASB, after a reasonable effort, cannot find a similarly situated consultant to provide the services described in this Agreement, or (b) the Board discontinues its membership in the IASB.

X. Effect of Termination. Termination of this Agreement shall not cancel the Board's responsibility for payment of any applicable fees for products or services of any kind provided by IASB, subsidiaries or affiliated companies, for any services rendered before termination. All provisions of this Agreement relating to disclaimers or warranties, limitation of liability, remedies, or damages, and Board's proprietary rights shall survive termination.

XI. Entire Agreement. This Agreement is the entire understanding between the Parties concerning the subject matter of this agreement.

XII. Governing Laws. The laws of the State of Illinois shall govern this Agreement. If any provision of this agreement shall be held invalid under any applicable statute or regulation or by a decision of a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions of this agreement are severable.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed and executed by a duly authorized person on the day and year first above written.

Mid-Valley Special Education Cooperative

Board of Education

By: _____
 Signature

 Printed name and title

Illinois Association of School Boards

By: _____
 Benjamin S. Schwarm
 Deputy Executive Director

SCHOOL BOARD POLICIES ONLINE

Attachment A - District Information/Update

1. Type or print the name of the School District exactly as it will appear on the Board's online policy manual.

2. Type, or print the name of the District's contact person(s), **in addition** to the District's Superintendent, who is/are authorized to communicate changes to the Board's online Policy or Administrative Procedures manual.

Name: _____

Title/Position: _____

Phone: _____ Email: _____

Name: _____

Title/Position: _____

Phone: _____ Email: _____

Name: _____

Title/Position: _____

Phone: _____ Email: _____

The above individuals are authorized to submit policy/procedure updates to the Illinois Association of School Boards. (Please keep a copy for Districts records and resend to IASB if new individuals are authorized).

Signature of Superintendent

Date