

### Agreement for PRESS Plus Services

THIS AGREEMENT is made and entered into as of the 3 day of December, 2012, by and between the Illinois Association of School Boards ("IASB") and Mid Valley Special Education Cooperative (Board)

WHEREAS, IASB's mission is excellence in local school governance and support of 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 "PRESS Plus." This service involves having IASB maintain the Board's policy manual, based on information supplied by the district in response to the PRESS Plus mailing in conjunction with each PRESS issue. The Board receives the updated manual on compact disc. For an additional fee, the Board may purchase other services such as an in district meeting with an IASB Policy Consultant to facilitate the updating process, and/or an annual subscription to School Board Policies Online.
- 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 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 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. IASB does not warrant that the Board's policies and other material are fit for any particular purpose. Furthermore, 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 PRESS Plus subscriber. Boards may subscribe to PRESS Plus at any time although subscriptions are on a calendar year basis. The annual subscription fee is \$2,890.00. IASB will prorate the subscription fee for the partial calendar 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. The Board agrees to pay the fees. Any provision of a PRESS Plus subscription, including fees, may be altered after the initial subscription. 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.

**VII. Responsibilities.**

**A. IASB**

1. Automatically makes the Board a PRESS subscriber so it will enjoy all features of the IASB's premier policy information service, including Internet access to the IASB's Policy Reference Manual (PRM), an encyclopedia of policies and links to legal citations.
2. Provides the Board its unique policies with updates based on each issue of PRESS to facilitate the Board's discussion of policy requirements and options so that it may effectively and efficiently keep its policies up-to-date.
3. Upon receiving the Board's instructions, within 90 days makes all changes to the Board's policy manual as well as updates to legal citations, cross-references, tables of contents, adoption dates, and indexes.
4. Reviews the updated policy language for consistency, typographical errors, and legal concerns. This review is done by a professional IASB Policy Consultant. It is not a legal review and the IASB will not provide legal opinions.
5. Within sixty (60) calendar days after the Board returns a completed PRESS Plus Response Form to the IASB, mails one paper copy of the updated policies and one compact disc containing the entire updated District manual to the District.

**B. Board**

1. Reviews each issue of PRESS Plus.
2. Adopts new policies or changes to existing policies at an open Board meeting.
3. Seeks a legal review from the Board's attorney, as appropriate, during the review and adoption process.
4. Completes and submits the PRESS Plus Response Form within 120 calendar days from the last day of the month in which the relevant PRESS Plus issue was distributed, and sends, emails, or faxes it to the IASB for completion.
5. Pays to IASB a late fee of \$250 for any PRESS Plus Response Form submitted after the 120 calendar days and understands that IASB reserves the right to cancel the Board's subscription if the Board becomes more than four PRESS Plus issue distributions behind the most current issue of PRESS.

**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 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 Coop

**Board**

By: Carla Cumbias  
Signature

Carla Cumbias

Printed name and title

Executive Director

**Illinois Association of School Boards**

By:

Benjamin S. Schwarm ,  
Deputy Executive Director

### **Agreement for PRESS Plus Services**

THIS AGREEMENT is made and entered into as of the 3 day of December, 2012, by and between the Illinois Association of School Boards ("IASB") and Mid Valley Special Education Cooperative (Board)

WHEREAS, IASB's mission is excellence in local school governance and support of 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 "PRESS Plus." This service involves having IASB maintain the Board's policy manual, based on information supplied by the district in response to the PRESS Plus mailing in conjunction with each PRESS issue. The Board receives the updated manual on compact disc. For an additional fee, the Board may purchase other services such as an in district meeting with an IASB Policy Consultant to facilitate the updating process, and/or an annual subscription to School Board Policies Online.
- 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 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 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. IASB does not warrant that the Board's policies and other material are fit for any particular purpose. Furthermore, 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 PRESS Plus subscriber. Boards may subscribe to PRESS Plus at any time although subscriptions are on a calendar year basis. The annual subscription fee is \$2,890.00. IASB will prorate the subscription fee for the partial calendar 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. The Board agrees to pay the fees. Any provision of a PRESS Plus subscription, including fees, may be altered after the initial subscription. 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.

**VII. Responsibilities.**

**A. IASB**

1. Automatically makes the Board a PRESS subscriber so it will enjoy all features of the IASB's premier policy information service, including Internet access to the IASB's Policy Reference Manual (PRM), an encyclopedia of policies and links to legal citations.
2. Provides the Board its unique policies with updates based on each issue of PRESS to facilitate the Board's discussion of policy requirements and options so that it may effectively and efficiently keep its policies up-to-date.
3. Upon receiving the Board's instructions, within 90 days makes all changes to the Board's policy manual as well as updates to legal citations, cross-references, tables of contents, adoption dates, and indexes.
4. Reviews the updated policy language for consistency, typographical errors, and legal concerns. This review is done by a professional IASB Policy Consultant. It is not a legal review and the IASB will not provide legal opinions.
5. Within sixty (60) calendar days after the Board returns a completed PRESS Plus Response Form to the IASB, mails one paper copy of the updated policies and one compact disc containing the entire updated District manual to the District.

**B. Board**

1. Reviews each issue of PRESS Plus.
2. Adopts new policies or changes to existing policies at an open Board meeting.
3. Seeks a legal review from the Board's attorney, as appropriate, during the review and adoption process.
4. Completes and submits the PRESS Plus Response Form within 120 calendar days from the last day of the month in which the relevant PRESS Plus issue was distributed, and sends, emails, or faxes it to the IASB for completion.
5. Pays to IASB a late fee of \$250 for any PRESS Plus Response Form submitted after the 120 calendar days and understands that IASB reserves the right to cancel the Board's subscription if the Board becomes more than four PRESS Plus issue distributions behind the most current issue of PRESS.


**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 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 Coop

**Board**

By:   
Signature

Carla Cumbled

Printed name and title

Executive Director

**Illinois Association of School Boards**

By:

Benjamin S. Schwarm ,  
Deputy Executive Director