

IASPA Human Resource Review Services Agreement

This Human Resource Review Services Agreement (this "Agreement") is effective as of the date set forth on the signature page (the "Effective Date") by and between the Illinois Association of School Personnel Administrators ("IASPA") and Rock Island - Milan School District #41 2000 7th Avenue, Rock Island, IL 61201.

1. Scope of work

By entering into this agreement, the District authorizes IASPA to provide a review of the District's Human Resources functions and processes. This review will be comprised of the following key elements:

a. Key Leader Interview

A meeting is held with the key leader to establish the scope of the review. Generally, this would be the Human Resources Administrator and/or Superintendent. This interview will help the reviewer to focus the review and ensure that the District's needs are being met. Some of the areas of focus for this interview: Are there specific areas that are of interest? Who are the key stakeholders? Which employees are responsible for which HR-related functions?

Unless otherwise agreed to by the Parties, this interview will be held virtually with any follow up questions being addressed by email or telephone call.

b. Data Collection and Review of District Documents

IASPA will share a list of documents that should be submitted to inform the review process. Examples include Collective Bargaining Agreements, Board Policy related to Human Resources/Personnel, Employee Handbooks, etc.

c. Interview Development

After reviewing the submitted materials, an individualized interview template will be developed to hone in on potential issues or concerns and assist in the implementation of policies and procedures.

d. Interviews with Key District Personnel

Individual meetings will be held with key District personnel who are responsible for or participate in various human resources tasks and processes or functions. Each interviewee will be selected because their input is vital to this process, interviews will be conducted one-on-one with each employee. This allows each stakeholder's voice to be heard.

This review package includes two 8-hour days of interviews (up to 8 interviews in total). If more than 8 district employees are included in the interviews, additional day/s will be necessary. Days in excess of the initial two days shall be charged at

a rate of \$1,750.00/day.

These interviews will be held virtually with any follow up questions being addressed by email or telephone call.

e. Final Report

A report will be generated that identifies strengths and vulnerabilities within the human resources department or functions. The report will prioritize identified needs and recommend potential solutions.

2. Term & Timeline

This Agreement shall be effective from the Effective Date and shall continue until the project is completed. Upon receipt of the submitted materials noted in Section 1b, an estimated timeline for interviews will be developed in collaboration with District Administration. After completion of all interviews, the draft report will be delivered within 4 weeks of the completion of the interviews.

The overall process is expected to take approximately 12 weeks from the date of initial payment; this assumes that all documents are provided to the Reviewer within 5 business days of request. Should there be a delay in the receipt of the documents, the corresponding timeline shall be adjusted to accommodate the delay.

3. Fees & Payments

The review service is being priced at \$12,500 (plus any additional interview days, as per Section 1d, above). The Deposit shall be paid to IASPA prior to any work being started.

a. Deposit

A deposit of 50% of the fee will be due in order to begin the HR Review process. An invoice will be sent to the District and may be paid via credit card or District check.

b. Final Payment

The balance of 50% of the fee will be due within thirty (30) days of the receipt of the Final Report. An invoice will be sent to the District and may be paid via credit card or District check.

4. Feedback Process

IASPA welcomes any feedback that the District might share relative to the process.

5. Confidentiality

IASPA and its agents agree to treat all information gained through this process with the utmost confidentiality. The report, as well as any information gained or learned through the process, will be confidential and not shared with anyone other than the key leader. IASPA is not a public body and is therefore not subject to the Freedom of Information Act. The District is encouraged to consult legal counsel regarding the possible release of this information once received by the District.

6. Data Quality

The District acknowledges that the ability of IASPA to provide a satisfactory HR Review product is largely dependent upon the quality of the information (documents, interviews, etc.) provided by the District. The District shall provide correct, accurate, and timely information as to its current Human Resources processes, documents, and functions to ensure the greatest quality HR Review final report.

7. Indemnification

Each Party agrees to indemnify, defend and hold harmless the other Party and its affiliates, and their directors, officers, members, and employees (each an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying Party's, or its affiliates', or its directors', officers, members' or employees' (i) breach of this Agreement, (ii) infringement on the intellectual property rights of third parties and/or (iii) intentional wrongful act or omission, provided that (a) the Party seeking indemnity promptly notifies the indemnifying Party of any claim for indemnify and cooperates fully in the defense of the claim, and (b) the Party providing indemnity shall select legal counsel to defend any such claim.

8. Limitation of Liability

In no event shall damages by either IASPA or the District exceed fees paid by the District. In no event shall either party, or its affiliates, directors, members, officers, or employees be liable for loss of revenue or for indirect, punitive, special, incidental, or consequential damages arising out of or related to the performance of this Agreement even if the party has been advised of the possibility of such damages.

9. Entire Agreement

This Agreement comprises the entire Agreement between the Parties, which supersedes all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.

10. Force Majeure

Neither Party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, pandemics, flood, fire, labor disputes, acts or omissions of the other Party, non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement, or other causes beyond such Party's reasonable control.

11. Severability

If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereto

shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

12. Assignment/Modification

Neither Party may assign this Agreement or any right or obligation under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated by a business reorganization, either Party may assign this Agreement, provided they provide the other Party with written notice: This agreement shall be binding upon and inure to the benefit of the Parties hereto, and their permitted successors and assigns. This Agreement may be amended or modified only by the written and signed consent of the Parties.

13. Disputes

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to such jurisdiction's conflict of laws principles. An action brought by either Party to interpret or enforce any provision of this Agreement shall be brought only in a state or federal court located in Illinois. Each Party submits to the jurisdiction and venue of such courts and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue. Either the District or IASPA may seek injunctive relief in any court of competent jurisdiction. Each party hereby waives any right it has or may have to a jury trial in any action, suit, or proceeding arising out of or related to this agreement.

14. Notices

Notices will be provided to the respective Party at the following addresses:

For IASPA:

Dr. Kimberly C. Chambers, Executive Director
Illinois Association of School Personnel Administrators
1770 S. Randall Road, A104
Geneva, IL 60134

For the District

Dr. Dominique Moore
Assistant Superintendent of Human Resources
Rock Island - Milan School District #41
2000 7th Avenue, Rock Island, IL 61201

The Parties are executing this Agreement to signify their acceptance of all the provisions herein, to be effective as of the Effective Date, regardless of the date of actual signature.

Effective Date: December 10, 2024

For: Illinois Association of School Personnel For: Rock Island - Milan School District #41
Administrators

Signature: _____ Signature: _____ Name:

Dr. Kimberly C. Chambers Name: Dominique Moore, Ed.D., pHCLE

Title: Executive Director Title: Assistant Superintendent of Human Resources

Date: _____ Date: _____