

ADMINISTRATIVE PROCEDURES ONLINE (APOL) SERVICE AGREEMENT

This Agreement is entered into by and between the **Illinois Association of School Boards, a Not-for Profit Corporation (IASB)** and **(Board for the School District (District))**.

In consideration of the mutual promises contained herein, and other good and valuable consideration, **IASB** and the **District** agree as follows:

- 1. Description.** The Administrative Procedures Online (APOL) is a fee-based, fiscal year (July 1-June 30) subscription service available only to Districts that have Boards subscribing to School Board Policies Online (SBPOL). It involves having IASB publish the District's implemented administrative procedures manual at a separate link from the Internet-published Board policy manual in the MicroScribe Digital Document System, a searchable electronic format that includes links to legal citations and cross references and a password-protected archive of previously-published versions of the district's implemented procedures. IASB updates the District's online procedures following receipt of word processing files for revisions.
- 2. Proprietary Interests in District's Procedures and Materials.** The Parties agree that the District shall retain ownership in the text of all procedures and other material it furnishes to IASB in order to fulfill its obligations under this Agreement.
- 3. Current and Archive Copies of the District's Procedures and Materials.** The Parties agree that the District shall maintain current and archive copies of its procedures and materials separate and apart from the copies maintained by IASB or given to IASB in order for IASB to fulfill its obligations under this Agreement. No agency relationship is created between the Board and IASB for purposes of record retention, storage, organization, dissemination, destruction, or maintenance, and IASB is not a public body and will not, on behalf of the Board or District, be responsible for responding to requests for public records under the Illinois Freedom of Information Act or any court order or subpoena.
- 4. Liability Limitation.** Neither IASB nor the Board or District shall be liable to the other for special, direct, indirect, incidental, or consequential damages suffered by the Board, District, or IASB under this Agreement for any amount over the subscription fees, including any loss of data arising out of use or inability to use the Board policies or other material, except for circumstances of bad faith or to the extent of any damages that are paid to a third party as part of a claim subject to indemnification as outlined under this Agreement.
- 5. Exclusion.** IASB will facilitate the maintenance of the District's materials as described in Section 1. 2. 3. & 7.A. IASB does not warrant that the District's procedures and other material are fit for any particular purpose or that the District's procedures will be free of omissions, errors in judgment or mistake of law.
- 6. Subscription and One-Time Publishing Fees, Term and Renewal.** The District's APOL subscription begins when the Superintendent and/or Board executes this Agreement, or if the District has engaged IASB for an Administrative Procedures Project, following implementation by the district of that administrative procedures manual, whichever is later. The District agrees to pay fees upon receipt of invoice from IASB. The annual subscription fee is the price quoted to the Superintendent by IASB, and it may change from year to year. The subscription is for the remainder of the fiscal year in which the subscription begins (Initial Subscription Term). IASB will prorate the first year's annual subscription fee according to the quarter in which the District administrative procedures manual is first published online. Any provision of an APOL subscription, including fees, may be altered after the Initial Subscription Term. IASB will notify the District of any changes to subscription fees and this Agreement by specifying them in the renewal notification. Renewal payment will constitute an acceptance by the District of an additional 12-month term and any new Agreement terms. Any changes to IASB's APOL processes outside of this Agreement may be made by IASB at any time and without prior notice to the District.

Illinois Association of School Boards

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1 East 22nd Street, Suite 310 • Lombard, Illinois 60148 • (630) 629-3776 • (630) 629-3940 (fax)

7. Responsibilities.

A. IASB:

- 1) Converts the District's administrative procedures manual to a digital version in the MicroScribe Digital Document System. The conversion includes:
 - a. Creation and maintenance of your custom URL
 - b. Pre-processing and conversion of source files to HTML
 - c. Importing & organization of converted files
 - d. Formatting of digital content
 - e. Hyperlinks for legal references, cross-references, and external websites. IASB does not warrant the accuracy of these links or the material found on a linked website.
 - f. Branding with district-specific logo and color-scheme (if provided by District per Section 7.B.3)
 - g. Configuration of features and options
 - h. General district administration login credentials
 - i. Hosting and maintenance of your online resource
 - i. 24/7 access
 - ii. Unlimited storage and document size
 - iii. Mobile-friendly
 - iv. ADA-compliant interface
 - v. Unlimited updates
 - vi. Daily backups and data security
 - j. User-guide documentation and web-based training, as needed
 - k. Ongoing platform and technology enhancements
 - l. Technical support
- 2) Grants a non-exclusive user license and/or authorization to the District to use its online administrative procedures manual in the MicroScribe Digital Document System. IASB will pay all costs associated with acquiring, maintaining, and updating said license, and all royalties and fees associated with it.
- 3) Publishes the District's online administrative procedures manual on the Internet site of MicroScribe Publishing, at adminproceduresonline.com/. IASB provides the District with an Internet URL address so that it can share the administrative procedures manual with appropriate district staff.
- 4) Updates the District's online procedure manual, including hyperlinks, after receiving word-processing files for revisions. IASB posts unlimited revisions to the District's online administrative procedures manual.

A. Superintendent/District Administrators

- 1) Provides IASB with its administrative procedures manual in an electronic format acceptable to IASB. IASB recommends that, before online publishing, the manual should be reviewed to ensure it is up-to-date with current legal requirements.
- 2) Decides whether the contents of its administrative procedures manual are suitable for publication.
- 3) If the District wants its logo and color scheme to appear on its online administrative procedures manual, provides a JPEG version of the logo.
- 4) Provides and maintains updated information as requested on Attachment A.

- 8. Indemnification.** The Board agrees to indemnify and defend against any losses and liabilities IASB, its Board of Directors, employees, agents, and attorneys against any claims, causes of action, damages, costs, and expenses of every kind and description, including attorneys' fees, whether in tort or in contract, caused by or arising out of any services rendered pursuant to this Agreement, including any attorneys' fees and costs incurred in any dispute over the duty to indemnify.
- 9. Modification.** Except as provided in Section 6 above, both Parties must agree to any variation or exception to this Agreement in writing. Both IASB and the District recognize that this Agreement cannot include every nuance or interpretation, and when identified, the Parties shall confer in good faith to reach further agreement.
- 10. 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) calendar 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, IASB has the right to terminate this Agreement immediately if (a) its contract with MicroScribe Publishing terminates and IASB, after a reasonable effort, cannot find a similarly situated consultant to provide the services described in this Agreement, or (b) the Board discontinues the District's membership in the IASB.
- 11. 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, indemnification, remedies, or damages, and District's proprietary rights shall survive termination.
- 12. Entire Agreement.** This Agreement is the entire understanding between the Parties concerning the subject matter of this Agreement.
- 13. Governing Laws and Severability.** 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.
- The persons signing this Agreement warrant that they have authority to bind each party to the Agreement. In witness whereof, the parties hereto have executed this Agreement as of the date below.

Superintendent with signatory authority for School District
By: _____
Signature

Printed name and title

Date

Illinois Association of School Boards

By:  _____
Kimberly A. Small, Executive Director

ADMINISTRATIVE PROCEDURES ONLINE

Attachment A - District Information/Update

1. Type or print the name of the School District exactly as it will appear on the District's online administrative procedures 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 District's the online 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 procedure updates to the Illinois Association of School Boards.
(Please keep a copy for District's records and resend to IASB at apol@iasb.com if new individuals are authorized).**

Signature of Superintendent

Date