

PRESS AP PLUS MAINTENANCE SERVICE AGREEMENT

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

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

- 1. Description.** PRESS AP Plus Maintenance Service (AP Plus) is a fee-based, fiscal year (July 1-June 30) subscription service. This service involves having IASB maintain the District's administrative procedures manual by providing the District its procedures updated with the procedure-related contents of PRESS Issues released during the subscription term.
- 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 District 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 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 District shall be liable to the other for special, direct, indirect, incidental, or consequential damages suffered by the 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 District procedures 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. IASB warrants only that it will update the Board's procedures manual to reflect the District's response that it has implemented, or not implemented, AP Plus procedure updates exactly as they were presented by IASB. IASB does not warrant that presented AP Plus procedure updates will be free of omissions, errors in judgment or mistake of law. The District may make its own edits to its procedures manual through AP Plus. District-initiated edits provided to IASB are not AP Plus procedure updates. IASB provides no warranty, and accepts no responsibility, whatsoever, for any District-initiated edits to its procedures manual.
- 6. Subscription Fees, Term, and Renewal.** The District's AP Plus subscription begins when the District executes this Agreement, or following implementation of the District's procedures manual at the conclusion of an Administrative Procedures Project with IASB, whichever is later. The District agrees to pay fees upon receipt of invoice. The annual subscription fee is the price quoted to the District by IASB for AP Plus, which may change from year to year. The subscription is for the remainder of the fiscal year in which the subscription begins (Initial Subscription Term). Any provision of an AP Plus 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 AP Plus 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

2921 Baker Drive • Springfield, Illinois 62703 • (217) 528-9688 • (217) 528-2831 (fax)
1 East 22nd Street, Suite 310 • Lombard, Illinois 60148 • (630) 629-3776 • (630) 629-3940 (fax)

7. Responsibilities.

A. IASB:

- 1) Following receipt and processing of the Board's response to the corresponding Issue of PRESS Plus policy updates, provides the District its customized, most recently implemented procedures with updates based on each PRESS Issue to facilitate the District's discussion of procedure requirements and options so that it may effectively and efficiently keep its procedures up to date.
- 2) Reviews the updated procedure language for consistency, typographical errors, alignment with the applicable adopted Board policy(ies) as submitted through the Board's PRESS Plus subscription, and compliance concerns. This review is done by a professional IASB policy director or equivalently trained staff member. It is not a legal review, and IASB will not provide any legal opinions.
- 3) Incorporates the District's implemented updates into the procedures manual.

B. Superintendent/District Administrators:

- 1) Reviews all AP Plus procedure updates.
 - 2) Seeks a legal review from the Board's attorney, as appropriate, during the review and implementation process.
 - 3) Determines implementation dates for new procedures or changes to existing procedures.
 - 4) Understands that implementing updates and responding to IASB in a timely manner is essential and allows IASB to continue to provide this service to all subscribers in the most beneficial manner.
 - 5) Enters response to AP Plus procedure updates presented to it within 120 calendar days from the last day of the month in which the particular AP Plus procedure updates were provided.
 - 6) Pays to IASB a late fee of \$50 for each month that an AP Plus procedure update has not been submitted after the 120 calendar day deadline and understands that IASB reserves the right to cancel the District's subscription if the District has not fully responded to any AP Plus procedure update that is more than three AP Plus Issues past the 120-day deadline. Upon a District's request, IASB may, in its sole discretion, extend the 120-day deadline in emergency circumstances that are outside the control of the District, however, any relief granted to the District by IASB under this clause shall not constitute a general waiver of the submission deadline, which shall otherwise remain in full force.
 - 7) Indemnifies and defends 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 procedure, review, advice, and/or other consulting services rendered pursuant to this Agreement, including any attorneys' fees and costs incurred in any dispute over the duty to indemnify.
- 8. 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.
- 9. 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 the District discontinues its membership in the IASB.
- 10. 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.

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

12. 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.

Board of Education

By: _____
Signature

Printed name and title

Date

Illinois Association of School Boards

By: 
Kimberly A. Small, Executive Director

PRESS AP Plus Attachment A - District Information/Update

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 District's 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 pressplus@iasb.com if new individuals are authorized).**

Signature of Superintendent

Date