

PRESS 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 **North Boone CUSD 200** (Board). In consideration of the mutual promises contained herein, and other good and valuable consideration, **IASB** and the **Board** agree as follows:

- 1. Description.** PRESS Plus Maintenance service (PRESS Plus) is a fee-based, fiscal year (July 1-June 30) subscription service. This service involves having IASB maintain the Board's policy manual by providing the Board its policies updated with the policy-related contents of PRESS Issues released during the subscription term. PRESS Plus also provides online access to the components of PRESS: the Policy Reference Manual (IASB's encyclopedia of policies with explanatory footnotes and links to legal citations), PRESS Issues, and other related materials.
- 2. 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.
- 3. 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 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, 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 shall be liable to the other for special, direct, indirect, incidental, or consequential damages suffered by the Board 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 Board's materials as described in Section 1. 2. 3. & 7.A. IASB does not warrant that the Board's policies and other material are fit for any particular purpose. IASB warrants only that it will update the Board's policy manual to reflect the Board's response that it has adopted, or not adopted, PRESS Plus policy updates exactly as they were presented by IASB. IASB does not warrant that presented PRESS Plus policy updates will be free of omissions, errors in judgment or mistake of law. The Board may make its own edits to its policy manual through PRESS Plus. Board-initiated edits provided to IASB are not PRESS Plus policy updates. IASB provides no warranty, and accepts no responsibility, whatsoever, for any Board-initiated edits to its policy manual.
- 6. Subscription Fees, Term, and Renewal.** The Board's PRESS Plus subscription begins when the Board executes this Agreement, or following adoption of the board policy manual at the conclusion of a Policy Manual Customization with IASB, whichever is later. The Board agrees to pay fees upon receipt of invoice. The annual subscription fee is the price quoted to the Board by IASB for PRESS Plus, which may change from year to year. In addition to the annual subscription fee, there is a one-time publishing fee. For districts that contract for both PRESS Plus and the School Board Policies Online Service, a discounted price that may change from year to year may be available. 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 if the Board's manual is up-to-date with the current PRESS Issue, provided that the current PRESS Issue is not the first PRESS Issue of the fiscal year. Any provision of a PRESS Plus subscription, including fees, may be altered after the Initial Subscription Term. IASB will notify the Board of any changes to subscription fees and this Agreement by specifying them in the renewal notification. Renewal payment will constitute an acceptance by the Board of an additional 12-month term and any new Agreement terms. Any changes to IASB's PRESS Plus processes outside of this Agreement may be made by IASB at any time and without prior notice to the Board.

Illinois Association of School Boards

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7. Responsibilities.

A. IASB:

- 1) Provides the Board its customized, most recently adopted policies with updates based on each PRESS Issue to facilitate the Board's discussion of policy requirements and options so that it may effectively and efficiently keep its policies up to date.
- 2) Reviews the updated policy language for consistency, typographical errors, and compliance concerns. This review is done by a professional IASB policy consultant or equivalently-trained staff member. It is not a legal review, and IASB will not provide any legal opinions.
- 3) Incorporates board-adopted updates into the policy manual.

B. Board:

- 1) Reviews all PRESS Plus policy updates.
 - 2) Seeks a legal review from the Board's attorney, as appropriate, during the review and adoption process.
 - 3) Adopts new policies or changes to existing policies at open Board meetings.
 - 4) Understands that adopting updates and responding to IASB in a timely manner is essential to the policy work of the Board and allows IASB to continue to provide this service to all subscribers in the most beneficial manner.
 - 5) Enters response to PRESS Plus policy updates presented to it within 120 calendar days from the last day of the month in which the particular PRESS Plus policy updates were provided.
 - 6) Pays to IASB a late fee of \$50 for each month that a PRESS Plus policy update has not been submitted after the 120 calendar day deadline and understands that IASB reserves the right to cancel the Board's subscription if the Board has not fully responded to any PRESS Plus policy update that is more than three PRESS Plus Issues past the 120-day deadline. Upon a Board's request, IASB may, in its sole discretion, extend the 120 day deadline in emergency circumstances that are outside the control of the Board, however, any relief granted to the Board 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 policy, 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 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.
- 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 Board 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 Board'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.

North Boone CUSD 200	
Board of Education	
By:	
	Signature
Printed name and title	
Date	

Illinois Association of School Boards

By: 
Kimberly A. Small, Executive Director

PRESS 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 Board's policy manual.

Name:
Title/Position:
 Phone:
email:

Name:
Title/Position:
Phone: email:

Name:
Title/Position:
Phone: email:

**The above individuals are authorized to submit policy 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