



## POLICY MANUAL CUSTOMIZATION AGREEMENT

This Agreement is entered into by and between the **Illinois Association of School Boards, a Not-for-Profit Corporation (IASB)** and \_\_\_\_\_ **(Board)** for policy manual customization services. In consideration of the mutual promises contained herein, and other good and valuable consideration, the **IASB** and **(Board)** agree as follows:

That IASB will provide the Board with the services of a policy consultant who will develop with the Board a customized board policy manual that involves delivery of an up-to-date board policy manual after in-district board consultation meetings to review and edit the policy language as well as discuss the topics of effective board governance, the policymaking role of the board, and Board-superintendent roles and responsibilities. IASB does not warrant that the presented board policy manual will be free of omissions, errors in judgment or mistake of law.

Based upon the policy consultant's training and expertise, IASB will:

1. Review District documents and contracts and existing Board policies that may contain customized policy language that should be preserved. The review of all documents and contracts is solely for the purpose of ensuring consistency; **no analysis legal or otherwise shall be provided.**
2. Meet with the entire Board or its policy committee in the district up to five times. The first meeting will be to gather information. The remaining meetings will be to edit the draft manual. Additional meetings may be requested at a per-meeting fee.
3. Customize board policies and board exhibits based upon IASB's Policy Reference Education Subscription Service (PRESS)'s Policy Reference Manual according to the Board's local needs.
4. Provide the Board with a PDF copy of the draft policy manual within 60 to 90 days after the policy consultant receives all of the materials requested of the Board or 60 to 90 days after the date of the first meeting, whichever is later.
5. Perform in-district editing consultation with the entire Board or its policy committee on the draft policy manual for up to 150 days following delivery of the draft copy of the policy manual.
6. Incorporate edits directed by the entire Board or its policy committee during in-district editing consultations and provide the Board with a PDF copy of the Pending Adoption Draft.
7. Following adoption by the Board, deliver the final adopted board policy manual in an editable format chosen by IASB. The editable format that IASB will deliver the Board's final policy manual in will depend upon other IASB Policy Services' subscription offerings that the Board may choose.

The Board agrees that it will:

1. Provide the IASB policy consultant with its existing policies, and other materials as requested.
2. Meet for the first time with the policy consultant in the District within 60 days of the execution of this contract, and again thereafter according to the timeline sequence determined and agreed upon during the first meeting, to provide information and to edit the Board's policy manual.
3. Furnish administrative assistance to the policy consultant during the duration of the policy manual customization process as requested by IASB, including but not limited to coordinating dates among board members to meet, scheduling meetings pursuant to the Open Meetings Act, and providing other necessary information in a timely manner.
4. Indemnify, and defend, 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 attorney fees, whether in tort or in contract, caused by or arising out of any conflict between the District's existing or future administrative procedures and the final, adopted Board policy manual, advice, or other consulting services rendered pursuant to this Agreement.

### Illinois Association of School Boards

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1 East 22nd Street, Suite 20 • Lombard, Illinois 60148 • (630) 629-3776 • (630) 629-3940 (fax)

5. Accept that neither IASB nor the Board will 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 fees for the project, 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.

The Board further agrees to pay to IASB the sum of \$ \_\_\_\_\_ according to the following schedule:

50% due upon return of this Agreement	\$ _____
50% due upon receipt of the first draft	\$ _____

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.

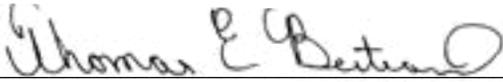
\_\_\_\_\_  
Board of Education

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Date

**Illinois Association of School Boards**

By:   
Thomas E. Bertrand, Executive Director