

ASBA Policy Services Subscription Agreement

Parties:

ASBA

Arizona School Boards Association
2100 North Central Avenue, Suite 200
Phoenix, Arizona 85004

MEMBER DISTRICT

Mammoth-San Manuel District 8
PO Box 406
San Manuel, Arizona 85631

Effective Date: July 1, 2011

Agreement:

The Arizona School Boards Association (ASBA) and the Member District mutually agree as follows:

1. Basic Policy Services. ASBA will provide the following policy services:

1.1 Policy Advisories. The Member District will receive ASBA Policy Advisories, memoranda that contain model policies and regulations developed by ASBA in response to changes to or new interpretations of state and federal laws and regulations.

1.2 Policy Amendment Assistance. ASBA policy services staff will assist the Member District with the revision and formatting of the Member District's policies, whether developed in response to an ASBA Policy Advisory or at the initiative of the Member District.

1.3 On-Call Policy Information. The Member District may contact ASBA Policy Services, including ASBA Legal Services, at any time for information or assistance concerning specific policy matters, however, provision of such service will not constitute legal advice.

1.4 Policy Manual Reviews. ASBA policy services will meet with the Member District's administrators and governing board to review and update the Member District's policy manual upon the Member District's request once every four or five years. The review will be conducted at the office of either ASBA or the Member District during normal work hours and will not exceed one work week. Upon completion of the review, ASBA will provide the Member District with updated policy manual draft documents. The Member District acknowledges that ASBA Policy Services must have adequate advance notice in order to schedule a periodic policy review; while Policy Services will coordinate the advance scheduling with the Member District, ASBA assumes no waiver of periodic review required under this section should the Member District be unable to schedule the periodic review when given advance notice by Policy Services and multiple opportunities for scheduling the review. Failure by the Member District to provide a two week advance notification to Policy Services of a postponement or cancellation of a scheduled policy review may result in the fee for a review being charged, contingent on the amount of preparation completed by the analyst at the time of the notification and/or the inability to schedule another member district manual review during the vacated review period. The manual review fee is specified at paragraph 6.

1.5 Policy Reference Manual. The Member District may digitally access the ASBA Policy Reference Manual (PRM), a compendium of Arizona laws, court decisions and a summary of attorney general opinions that relate to the development and application of Member District's policies. The manner of digital delivery of the PRM is contingent on the Member District's computer and software capabilities.

1.6 District Policies. The Member District acknowledges that when policy model documents are adopted by the Member District Governing Board and implemented by the Member District administration, such policies, regulations, and exhibits are those of the Member District, not ASBA. ASBA will not indemnify nor defend the Member District if Member District's policies and

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associated documents are challenged in litigation. The Member District further acknowledges that ASBA Policy Services may remove the ASBA copyright from a document when ASBA determines the document is not the intellectual property of ASBA Policy Services or when an ASBA copyrighted document has been modified in such a manner that ASBA Policy Services believes the document no longer qualifies as ASBA copyrighted material.

2. Reimbursement of Costs. All costs incurred by ASBA will be borne by ASBA, except for the following:

2.1 Policy Manual Reviews. In connection with a Member District policy manual review, the Member District will reimburse ASBA for all travel, meals, lodging, word processing, printing (including binders and other materials), and consulting time in excess of a normal work day and week.

2.2 Requests for Special Word Processing. The Member District will reimburse ASBA for requested word processing and other clerical services provided as a result of the Member District's request for extraordinary and extensive changes and/or additions to the policy document models developed by ASBA.

2.3 Site Visits. Time and travel expenses for requested on-site meetings will be charged at the standard ASBA rate in effect at the time of the request, plus consulting time, as mutually agreed upon at the time of request.

3. Policy Development Procedures. The Member District will use the National School Boards Association coding and title system, including ASBA's local modifications, and will apply its best efforts to develop the Member District's policies, regulations and exhibits in accordance with the procedures attached as Exhibit A to this Agreement. To maintain continuity and consistency throughout the Manual, Policy Services controls the indexing, coding, style and layout of Manual documents.

4. Electronic Services Provision. An electronic copy of policy manual material is made available as a part of the Agreement.

4.1 License. ASBA grants to the Member District who has acquired the Folio Views[®] application software a nontransferable license to use the Policy Services data bases (infobases) which contain the Member District's policy manual, Title 15 of the Arizona Revised Statutes, Chapter 2 of Title 7 of the Arizona Administrative Code, the ASBA Policy Reference Manual, and selected sections of the United States Code. ASBA will update the infobases at least once each year and provide them through selected electronic means, including the Internet.

4.2 Equipment Requirements. The Member District will provide its own access to the Internet for viewing the digital infobases available thereon.

4.3 Policy Maintenance Procedures. The Member District acknowledges that new amendments to a policy or policies will not be produced for access as a digital file until the digital file has been updated by ASBA. Pending distribution by ASBA of the updated digital file, records of the requested amendments must be maintained by the Member District during the interim period prior to delivery of the digital file update by (i) maintaining a temporary paper copy of the amendments with the Member District's current policy manual, (ii) entering notations of the amendments into any District-maintained digital record and/or database.

4.4 Access to Future Electronic Services. ASBA may from time-to-time develop additional electronic services not identified herein as an enhancement to or replacement of electronic services available to the Member District. The Member District will be given the opportunity to acquire the future electronic services which may be available as fee-based options.

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5. Restrictions on Electronic Services.

5.1 Proprietary Rights and Obligations. The infobases and digital files created by Policy Services are valuable property of ASBA. The Member District will not make or permit to be made copies of the infobases or digital files or portions thereof, except as necessary for its own operations. The Member District agrees not to modify, adapt, translate, decompile, disassemble or create derivative works based on the Policy Services infobases and digital files. Software and security codes for access to the infobases and digital files, other than the Member District's policy manual, will be made available only to the Member District's administrative officers and governing board members.

5.2 Folio Views[®] License Restrictions. ASBA infobases are published in a format developed by Folio Corporation and licensed to ASBA. The Member District agrees to abide by all restrictions relating to the license issued by Folio Corporation for the use of Folio Views Infobase Manager[®].

5.3 Limited Warranty and Liability. The infobases and digital files are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. ASBA does not warrant that functions contained in the infobases and digital files will meet the Member District's requirements or that the operation of the infobases and digital files will be uninterrupted or error free. In no event shall ASBA be liable for any damages whatsoever (including, without limitation, damages for loss of savings, business interruption, loss of business information or other pecuniary losses) arising from use or inability to use the infobases and digital files.

6. Payment for Services. The Member District will pay to ASBA the sum of **\$350** per month during the term of this Agreement. Advance payment is due on or before the first day of each month. The Member District may, at its discretion, make Subscription payments on a quarterly, semi-annual, or annual basis. An additional fee of five hundred dollars (\$500) applies to the performance of a comprehensive manual review described in paragraph 1.4 and subject to paragraph 2.

7. Term. The term of this agreement is forty-eight (48) months, commencing as of the date set forth above.

8. Termination. The Member District may terminate this Agreement at any time by delivering written notice to ASBA and paying the early termination fee computed as follows:

The amortized subscription fee
(*forty-eight (48) months times the monthly rate*)
minus the total subscription payments received by ASBA
equals the early termination fee.

The Member District acknowledges that when ASBA performs a Member District policy manual review and establishes maintenance and support of the manual ASBA incurs substantial expenses ASBA expects to recoup over the forty-eight (48) month term of this Agreement and, therefore, sets the foregoing formula as a reasonable method of calculating ASBA's financial loss as a result of early termination of this Agreement.

9. Condition Precedent. ASBA's obligation to provide services pursuant to this Agreement is subject to the condition that the Member District is at all times a member in good standing of ASBA.

10. General.

10.1 Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes any previous subscription agreements and any other prior understandings and agreements, written or oral, respecting the subjects discussed herein.

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10.2 Governing Law. This Agreement shall be governed by the laws of the state of Arizona.

10.3 Attorney's Fees. The prevailing party in any litigation, arbitration or other proceedings arising out of this Agreement shall be reimbursed by the other party for all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

Acceptance:

(District Name)

Arizona School Boards Association

Mammoth-San Manuel District 8

By:



Date: 7/14/11

POLICY DEVELOPMENT PROCEDURES

Arizona School Boards Association Policy Services has designed the following procedures to help subscribing Member Districts expeditiously and efficiently modify their policies, regulations and exhibits, and effectively use ASBA Policy Advisories and other policy development services. In these procedures, "ASBA" refers to Policy Services and "Member District" refers to the subscriber district's Superintendent or other administrator responsible for the District's development of policies and related documents.

- The Member District will designate one administrative secretary to maintain a master file of ASBA Policy Advisories, route copies of Advisories to appropriate administrators for their review, and transmit and receive drafts of documents to and from ASBA.
- Upon receipt of a Policy Advisory, the Member District will review the document models and evaluate the Member District's applicable existing policies, regulations, and exhibits pertinent to the content of the Advisory.
- The Member District *will send a copy of the first draft of proposed or amended policies, regulations and exhibits* to ASBA for review. The first draft may be based upon ASBA's document model, but all deviations from an existing District document or Advisory model are to be identified by striking through text to be deleted and underlining text to be inserted. Alternatively, when the proposed addition or revision is reasonably uncomplicated, the review may be accomplished by a telephone conversation with ASBA. When the Member District determines to adopt without modification a document model recommended in a Policy Advisory, a review by ASBA is unnecessary.
- After receiving any responsive comments from ASBA, the Member District will place new or amended policies on a Governing Board meeting agenda for first review by the Board. New and amended regulations and exhibits are to be reviewed and acted upon by the Superintendent, subject to Board review.
- After the first review, if the Governing Board is considering further changes to the new or amended policy, and the Superintendent for regulations and exhibits, the Member District will send a revised draft of the modified document to ASBA for further review. Alternatively, when the proposed addition or revision is reasonably uncomplicated, the review may be accomplished by a telephone conversation with ASBA.
- After receiving any responsive comments on the modified document from ASBA, the Member District will place the proposed policy on a Governing Board meeting agenda for a second review and adoption by the Board. The Superintendent will determine final disposition of the administrative documents.
- When the Governing Board has adopted the proposed policy, and the Superintendent has approved regulations and/or exhibits, the Member District will send ASBA a digital or print copy of the adopted policy(ies), specifying the date of adoption, and administrative documents approved by the Superintendent.
- ASBA will produce appropriately formatted digital documents and forward them to the Member District, from which print copies may be produced as desired. Electronic files of the documents are stored in the ASBA computer system. Member Districts utilizing an acceptable release of the Folio Views® application software will also be provided online access to the District's updated Folio Views infobase. The Member District's online Policy Manual will be simultaneously updated on the Internet.
- The Member District will distribute print and/or digital copies of the documents prepared by ASBA to District-designated recipients along with instructions on document placement in the Member District's Manual.

ASBA POLICY SERVICES AGAIN STEPS UP TO HELP SCHOOL DISTRICTS CONTROL THEIR EXPENSES

In addition to the many benefits provided to the Governing Board members and administrators of districts subscribing to ASBA Policy Services, Policy Services is again pleased to announce the twenty percent (20%) provisional fee reduction granted first in fiscal year 2010 will continue through FY2012. Although a return to regular subscription rates will be necessary at a future date, Policy Services is committed to again diminish the subscription fees by twenty percent (20%) to aid its client districts during the current economic challenges.

Policy Services persists in its dedication to maintain and continually enhance the high level of services to its subscribers.

Policy Services believes the benefits districts receive from their subscription often result in a net savings greater than the price of the subscription. Savings are achieved by various means, including:

Economy of scale – the work benefit many districts, not just one or a few school systems

- Research and identify the abundance of state and federal laws, attorney general opinions, case law findings, agency rules and regulations affecting education
- Consultation with legal counsel, in-house and external, on interpretation and application of the laws, opinions, findings, rules, regulations, and practices

Advisories to recommend document models for policies and administrative regulations to comply with continually changing educational practices and legal mandates

Consultation with clients concerning their district policies and regulations, clarification of issues, best practice assessments, and the location of event-applicable Manual documents

- Refining issue focus for pinpointing core and specific issues, along with identification of policy and administrative documents applicable to a given situation
- Reducing costs through more efficient use of attorney time when seeking legal opinions at those times when the layers guidance is desirable or essential

Production of customized and distinctive district-specific Manual materials

- Documents for Manuals of Governing Board Policies and Administrative Regulations
- Mounting and maintaining individual district online Policy Manuals
- Availability of a new, low cost program to provide quick and extremely convenient Policy Manual access and automatic updating to be introduced during fiscal year 2012

Special assistance for unique circumstances at the subscriber's request.

**ASBA Policy Services stands ready and eager
to serve our subscribers through trying times.**

Don't hesitate to use your service!