

## **2014-15 POLICY MAINTENANCE CONTRACT**

The Policy Services Division of the North Dakota School Boards Association, Inc., (hereafter called NDSBA) will work cooperatively with Dickinson Public School District (hereafter the "District" or "Board") to provide policy maintenance service as described below. The term of this contract is from July 1, 2014 to June 30, 2015.

For the purposes of this agreement, the term policy shall include board-approved regulations.

### **Policy Maintenance Service**

1. NDSBA will provide the following maintenance services (unless otherwise agreed to by both parties).
  - 1.1 Recommend policy updates and revisions to the District by posting updates/revisions of NDSBA's sample policies to NDSBA's policy maintenance website. NDSBA will send the District notice when NDSBA updates the maintenance website via email.
  - 1.2 Review and make recommendations on any new or amended district policy after the Board has adopted the policy and returned it to NDSBA in accordance with 2.4. Policy Services will conduct up to two such reviews and issue up to two sets of recommendations per policy as part of the policy maintenance fee. Recommendations will be issued at NDSBA's sole discretion as it deems necessary. The District will be billed for all fees and costs associated with NDSBA conducting more than two policy reviews and/or issuing more than two sets of recommendations.

During the review process, NDSBA will send the District either one hard copy or one electronic copy of NDSBA's recommendations (if applicable). NDSBA will determine the format of this correspondence.
  - 1.3 NDSBA will provide for the typing and proofreading of all policies that are to be included in the policy manual. NDSBA will perform this service only after board adoption of the policy.
  - 1.4 Upon final board approval of policy and after the Board has complied with section 2.6 (if applicable), NDSBA shall publish and mail to the District 1 hard copy of each policy. If the District has an online policy manual hosted by NDSBA, NDSBA shall also post each policy adopted by the Board on the policy website hosted by NDSBA after the Board has complied with section 2.6 (if applicable).
  - 1.5 NDSBA will maintain one hard copy of the district's policy manual at the NDSBA office.
  - 1.6 This policy service does not include any comments, suggestions, or recommendations regarding any other documents or publications of the District such as administrative regulations, procedures, school manuals, faculty handbooks, student handbooks,

**PLEASE RETURN CONTRACT TO NDSBA UPON SIGNING**

negotiated agreements, contracts, exhibits, forms, or other school documents not specifically contained in and designated as policies of the District.

2. The District agrees to perform and/or provide the following (unless otherwise agreed to by both parties):
  - 2.1 The District will maintain membership in NDSBA and Policy Service. Failure by the District to maintain a membership in either NDSBA or the Policy Services shall relieve NDSBA of all responsibilities under this contract.
  - 2.2 The Board will designate a policy liaison. The liaison shall have exclusive authority to submit policy as described in 1.2 to NDSBA and to request clarification on policy language developed by NDSBA. The liaison will receive all policy correspondence from NDSBA. Should the Board decide to name a new policy liaison at any point during the course of this contract, this change must be submitted to NDSBA in writing within 30 days and the notice shall include the liaison's name, phone number, email address, and mailing address.
  - 2.3 The District will pay the annual policy maintenance fee of \$1500.00. This fee is for policy maintenance services performed from July 1, 2014 to June 30, 2015. This fee does not include additional services listed in section 4. This contract will be void if payment is not received by NDSBA within 45 days of the payment due date as indicated on the invoice accompanying this contract unless NDSBA determines that the District had good cause for the delay in payment.
  - 2.4 The District will return one copy of newly adopted policies and/or adopted policy amendments to NDSBA within 30 days of board adoption. All changes made to policies by the Board must be clearly marked and each policy must be accompanied with board minutes indicating board adoption. NDSBA cannot service (as defined in section 1 of this agreement) adopted policies that the District does not returned to NDSBA or adopted policies returned to NDSBA that are not accompanied by the supporting documentation required by this section.
  - 2.5 The District agrees to use NDSBA's policy codification system.
  - 2.6 When NDSBA issues recommendations on policy to the Board, the Board will promptly review them. If the Board chooses to reject these recommendations, it should indicate this in writing. If the Board accepts NDSBA's recommendations, the Board shall complete the necessary readings to adopt the policy and return it to NDSBA in accordance with section 2.4. When NDSBA issues recommendations on policy to the Board, NDSBA must receive written notice of the board's action on these recommendations before performing the services described in section 1.4.

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2.7 The District agrees that it will not post, or allow a third-party to post, any policy serviced by NDSBA online without the written permission of NDSBA.

**Other Terms & Conditions**

- 3. NDSBA is an independent contractor, providing services under this Agreement in order to promote the economy and efficiency of the District's operations. Neither party shall be responsible to any third party, have authority to bind the other, or otherwise be authorized to act in any way as a representative of the other unless otherwise expressly agreed to in writing, signed by both parties hereto.
- 4. NDSBA's liability for damages to the District for any cause whatsoever, and regardless of the form of action, whether in contract or in tort (including negligence), shall be limited to the price of the services to be performed under this Agreement.
- 5. This Agreement constitutes the entire agreement between the parties in relation to this subject matter and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment to this Agreement must be in writing, approved by each of the parties, and executed by an authorized person.

Signatures of the duly authorized representatives of the NDSBA and the District indicate that this Agreement has been ratified by their respective governing boards.

NORTH DAKOTA SCHOOL  
BOARDS ASSOCIATION, INC.

DICKINSON PUBLIC SCHOOL DISTRICT

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

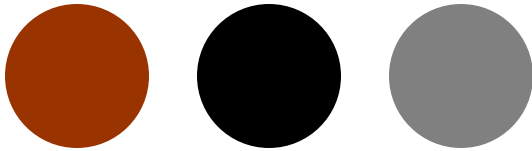
By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Business Manager

Date: \_\_\_\_\_



**POLICY SERVICES RENEWAL**

**NDSBA**  
**Policy Services**

I N V O I C E

**Bill To:**

Douglas Sullivan  
Dickinson Public School District  
444 44th St. W.  
Dickinson, ND 58601-4951

**Invoice Date: July 31, 2014**

Item/Service Description	Price	Quantity	Line Total
Policy Maintenance Service	\$1500	n/a	\$1500
Policy Services Membership	\$250	n/a	\$250
		Subtotal	\$1750
		<b>Balance Due</b>	<b>\$1750</b>

Please remit payment to the address below

