

MISSOURI SCHOOL BOARDS' ASSOCIATION

"FULL MAINTENANCE" SERVICE AGREEMENT

This agreement is entered as of **September 1, 2018**, through **August 30 of 2019** between the Board of Directors of the **Raytown C-2 School District** (hereinafter "School District") and the Missouri School Boards' Association, Columbia, Missouri (hereinafter "MSBA"). For good and valuable consideration including the promises made herein, the parties mutually promise and agree as follows:

I. PURPOSE AND CONDITIONS

In consideration of School District's promises made herein, MSBA agrees to perform the services enumerated in Section II.A. of this agreement for the purpose of providing school district policy and procedure manual maintenance on a continuous basis to the School District. In consideration of MSBA's services, the School District agrees to perform the duties enumerated in Section II.B. and to make payment according to Section III.

Prerequisite: Prior to the commencement of services pursuant to this contract, School District must have completed an audit and either (1) have completed a Customized Policy Project or Mini Project using MSBA Policy Services **OR** (2) have adopted MSBA's standard Board policies. MSBA will determine whether the School District's manual will need additional service before this agreement may take effect.

The resources covered by this maintenance agreement **include** School District Policies and Administrative Procedures, in the manner in which those terms are used by MSBA's Policy Services Department and as represented by MSBA's current standard model set of such materials for MSBA member use. Specifically, but without limitation, the terms "POLICY" and "PROCEDURE" as used herein exclude administrative forms, "handbooks" and similar materials produced by School District for independent distribution, as well as legal notices, job descriptions, contracts or other material that is not included in policies or procedures, as those terms are used by the MSBA Policy Services Department.

Furthermore, School District acknowledges that it is familiar with the resources referenced above and expressly grants MSBA the discretion to determine which submitted materials are outside of the scope of the resources contemplated to be maintained pursuant to this agreement.

II. SERVICES

A. MSBA agrees to:

1. Monitor changes in state and federal law and, within a reasonable time, customize applicable district policies and procedures to incorporate changes. Customization applies to material in the body only. MSBA will not

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customize titles, codes, material in headers and footers, legal references or cross references. MSBA has the sole discretion to make grammar, formatting and style decisions.

2. Review submitted monthly Board minutes for actions that may warrant a new or revised policy or procedure.
3. Review and edit district-originated revisions and additions to policies and procedures and provide written recommendations.
4. Provide data entry, editing, coding and formatting of draft copies of recommendations of policies and procedures, revisions or additions resulting from services provided in items 1 through 3 of this section.
5. Provide School District with sample policies, procedures and forms upon request.
6. Advise School District on policy-related topics and organization.
7. Maintain a current copy of School District's Board policies and administrative procedures on a continuous basis, including maintenance of an online version of policies and procedures. MSBA does not maintain past versions of district policies.
8. Provide legal review of forms at the request of the district. This service agreement does not include maintenance of district forms.

B. School District promises to:

1. Designate a member of the administrative staff to serve as a liaison with MSBA for the duration of this agreement. All communication between the District and MSBA regarding policy revision and creation will channel through the liaison.
2. Complete the Policy Manual Questionnaire and return it to the MSBA office.
3. Have the district's policy resources reorganized by MSBA to operate within MSBA's standard division of Board Policies and Administrative Procedures and Forms.
4. Provide MSBA with relevant monthly open meeting minutes of the actions of the Board of Directors in a timely manner. MSBA will dispose of minutes one year from the date of receipt.

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5. Provide MSBA any desired revisions or additions to policies and procedures in a timely manner.

Revisions must be submitted using formats designated by MSBA. The use of other formats that require MSBA staff to compare the submitted document with the previous version of the document in order to identify the district's changes may result in an addition charge for consultation in accordance with Section III. D.

Revisions shall be submitted to MSBA by mail, e-mail or in an electronic format designated by MSBA.

6. Complete and return checklists in the format developed by MSBA.
7. In the rare event that it is necessary for School District to submit minutes of any closed meeting in order to inform MSBA editors of policymaking activities of the Board of Directors, redact those portions of the closed minutes that are confidential under law or district policy and redact those portions clearly irrelevant to policymaking.
8. Execute this contract in accordance with the Missouri law of public entity contracts.
9. Remain a member in good standing of the Missouri School Boards' Association throughout the life of this contract. In the event School District does not remain a member of MSBA throughout the life of this contract, this contract shall immediately terminate, and the fee paid under Section III of this contract shall be retained by MSBA as liquidated damages, the parties hereby agreeing that actual damages will be difficult to calculate in such circumstances.

III. FEES/FEE PAYMENT SCHEDULE

- A. In consideration of the services set forth in Section II.A. of this agreement, School District shall pay to MSBA the fee of **\$4,675.00** within thirty (30) days following issuance of an invoice for this amount by MSBA to School District. Time is of the essence for payment of this fee. If payment has not been received within sixty (60) days from the invoice issue date, this contract shall become voidable at MSBA's option, at which time MSBA may cancel the contract, suspend services and/or seek judicial remedies.
- B. Services will begin on the date specified in this agreement and end one (1) year from the date the services begin.

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- C. MSBA will charge reasonable fees to cover additional copies, postage, and shipping. An estimate of the charges will be provided at the time of the request.
- D. Additional services, including performing document comparisons, will be charged at \$75 per hour.

IV. SPECIAL TERMS

- A. Policies and procedures, as provided through this service, are customized and designed for the School District only. The Board recognizes MSBA's copyright and ownership of the non-customized portions of the policies and will not directly or indirectly infringe on MSBA's copyright and ownership interest. MSBA recognizes that the Board must make its policies available to the public pursuant to state law.
- B. Other special terms agreed by the parties are:

_____ MSBA Policy Services Director Initials

V. SIGNATURES

For the
Missouri School Boards' Association

BY ORDER OF THE BOARD,
For Raytown C-2 School District

Kelli Hopkins, Associate Executive Director

President, Board of Directors

Date

Superintendent (or designee)

Date

Please sign this agreement and return to MSBA Policy Services, 2100 I-70 Drive S.W., Columbia, Missouri 65203.