

MISSOURI SCHOOL BOARDS' ASSOCIATION

"FULL MAINTENANCE" SERVICE AGREEMENT

This agreement is entered as of **September 1, 2023**, through **August 31, 2024**, between the Board of Directors of the **Raytown C-2 School District** (hereinafter "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 District's promises made herein, MSBA agrees to perform the services enumerated in Section II.A. of this agreement for the purpose of providing District policy and procedure manual maintenance on a continuous basis to the District. In consideration of MSBA's services, the 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, 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. In addition, District will complete the Policy Questionnaire and return it to MSBA, if not completed previously.

The resources covered by this maintenance agreement include District's 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 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, 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. Create a site in the Simbli policy module and upload the District's policies and procedures.
2. Provide training and information on the use of the Simbli policy module.
3. Assign an editor to work with the District.

4. 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 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.
5. Review and edit District-originated revisions and additions to policies and procedures and provide written recommendations, including legal review.
6. Provide data entry, editing, coding and formatting as requested.
7. Advise District on policy-related topics and codification.
8. Assist District in keeping board policies and administrative procedures updated.
9. Provide legal review of forms at the request of the District. This service agreement does not include maintenance of District forms.

B. District promises to:

1. Designate users of the Simbli policy module and notify MSBA when users change.
2. Have the District's policy resources reorganized by MSBA to operate within MSBA's standard division of board policies and administrative procedures and forms.
3. Provide MSBA any desired revisions or additions to policies and procedures in a timely manner. Revisions shall be submitted to MSBA in the format designated by MSBA.
4. Complete and return checklists in the format designated by MSBA.
5. Execute this contract in accordance with the Missouri law of public entity contracts.
6. Remain a member in good standing of the Missouri School Boards' Association throughout the life of this contract. In the event 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. FEE/FEE PAYMENT SCHEDULE

- A. In consideration of the services set forth in Section II.A. of this agreement, 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.
- C. MSBA will charge reasonable fees to cover additional copies, postage, and shipping. An estimate of the charges will be provided, if requested.
- 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 District only. The District 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 of directors 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,
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.**