

## **CUSTOM POLICY MANUAL AGREEMENT**

The MONTANA SCHOOL BOARDS ASSOCIATION (Association) agrees to produce, and the \_\_\_\_\_SCHOOL DISTRICT (District) agrees to purchase, a Custom Policy Manual in accordance with the terms set forth herein.

## 1. Association Responsibilities

The Association agrees to provide the following services:

- A. Codification of District policies, according to the Association's policy codification system.
- B. Review, analysis, and editing of codified District policy materials in relation to federal and state law and sound management principles and in comparison with Association policy materials.
- C. A copy of a working draft of the Custom Policy Manual for review by the Board and appropriate administrative staff, containing policies identified as "required", "recommended", or "optional"; that is, those policies which either are required by law or regulation or which, based upon Association staff experience and staff review of the District's existing policies, are necessary for the efficient governance of the District or, are policies the District wants to govern the operation of their District.
- D. Three (3) on-site review sessions (not to exceed 4 hours per session) with the Board and appropriate administrative staff members. Should additional meetings be requested, additional cost will be incurred by the District at seven hundred fifty (\$750) dollars for a half day or one thousand five hundred (\$1,500) dollars for a full day, plus travel expenses.
- E. Final editing, and proofing of the Custom Policy Manual.
- F. A copy of the completed Custom Policy Manual bound in a three-ring, loose-leaf binder, and a thumb drive containing the Custom Policy Manual. Additional copies will be provided at District request and expense.
- G. The Association will add the District's policies to the Association website and provide a password protective link to those policies.

## 2. District Responsibilities

The District agrees to provide existing Board policies, administrative procedures/regulations, and other District materials which have policy implications, such as student, staff, and activity handbooks, and selected Board minutes. Upon completion of the policy revision, the Association will provide a list of recommended changes that should be considered in handbooks. The changes are the responsibility of the District, unless the District requests such changes to be made by MTSBA at an agreed fee or rate.

#### 3. Cost

The District agrees to pay to the Association the sum of FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$5,500.00), plus actual costs and expenses including travel costs, for the Custom Policy Manual. In addition, the District agrees to pay for any additional copies it requests of the working draft and final Manual. The charge for such additional copies shall be the cost to the Association of producing the same.

One-half (1/2) of the \$5,500 cost, TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$2,750.00), is payable upon execution of this contract. The balance of the charge, plus actual costs and expenses, shall be due and payable upon delivery to the District of the final Custom Policy Manual and a list of recommended changes to District documents as set forth in Paragraph 2 above.

From the time the customization process is completed, the District will be automatically on MTSBA's policy maintenance program for five years to maintain the District's policies on a monthly basis to ensure it meets current local, state, and federal law, with the same custom fit as the original. The maintenance fee will be billed on a prorated basis for the remainder of the fiscal year from the date of completion of the custom rewrite to the end of the fiscal year (June 30<sup>th</sup>). For the next ensuing fiscal year, the District will be billed the \$1,100 as a maintenance fee. The annual maintenance fee will be adjusted periodically. At the conclusion of the five-year period the District and Association, upon mutual agreement of the cost, may extend the maintenance part of this agreement for another five (5) years and beyond if agreed to between the parties.

# 4. Entire Agreement

This contract constitutes the entire agreement between the District and the Montana School Boards Association with respect to custom policy services and supersedes all such prior agreements, representations, statements, negotiations, and undertakings.

Approved for MISBA by:	Approved for District by:
Lance L. Melton	Board Chair
Executive Director	School District
Montana School Boards Association	
Dated:	Dated:
	Attest:
	District Clerk
	Dated: