

# **CALIFORNIA SCHOOL BOARDS ASSOCIATION POLICY DEVELOPMENT WORKSHOP AGREEMENT**

**This Policy Development Workshop Agreement (Agreement) is entered into between the California School Boards Association (CSBA) and Dixie ESD of San Rafael, California (District) and shall be effective on the date executed by District.**

**WHEREAS CSBA is a statewide membership association for California school districts and county offices of education.**

**WHEREAS California school districts and county offices of education, including District, are required by law to establish policies and procedures for the governance and operations of educational programs and other activities for which they are responsible.**

**WHEREAS CSBA has written or developed, and as necessary, updates, a reference policy manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law.**

**WHEREAS subject to the terms and conditions of the GAMUT Online Service Agreement, CSBA grants school districts and county offices of education which are CSBA members in good standing a nontransferable and nonassignable access to its reference policy manual.**

**WHEREAS subject to the terms and conditions of this Agreement, CSBA provides limited word processing and consulting services to assist school districts and county offices of education with customizing a policy manual based on the CSBA reference policy manual.**

**NOW THEREFORE, CSBA and District in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:**

## **I. CSBA RESPONSIBILITIES**

CSBA agrees to assist District in developing a District Policy Manual by doing the following:

- a. Provide District with one (1) paper copy of CSBA's reference policy manual, including sample policies, regulations, bylaws, and exhibits which reflect requirements of state and federal law.<sup>1</sup>
- b. Provide District one (1) policy manual consultant to facilitate a Policy Development Workshop at a District location and provide consultation during said workshop for up to three (3) days.

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<sup>1</sup> The cases and laws cases interpreting the laws on which the policies and regulations are based are constantly changing and are frequently subject to more than one interpretation. Technical points of law and similar matters may receive only partial reference or may be omitted altogether for the sake of administrative convenience or for other reasons not appearing on the face of the CSBA policies and regulations. Since subtle variations in facts and underlying circumstances from case to case can produce divergent results under the law, the District is cautioned to seek the advice of its legal counsel when confronted with particular situations as this service is not intended to be a substitute for legal advice.

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- c. Provide District with guidance in the selection of optional language in the CSBA reference policy manual and the incorporation of current District policies and practices into the CSBA reference policy manual for inclusion in a District Policy Manual that reflects the philosophy, goals, objectives and mandates of District.
- d. Provide District with consulting, typing, editing, proofreading required to produce one (1) draft copy of the District Policy Manual developed at the workshop.
- e. Provide District with one (1) paper copy and one (1) CD-Rom containing the draft District Policy Manual described in Section I.d., above.
- f. Provide District with consulting, typing, editing, proofreading required to produce required to produce one (1) CD-Rom containing a final draft of the District Policy Manual described in Section I.d. above, reflecting adoption date(s) and any edits and revisions made to the draft manual and as specified by District.

### **II. DISTRICT RESPONSIBILITIES**

District agrees to the following:

- a. Provide physical space to host the Policy Development Workshop for up to three (3) days.
- b. With the assistance of the CSBA policy consultant, review CSBA's reference policy manual and District's existing policy manual and, as appropriate, select, edit, and revise applicable policies, regulations, and bylaws to develop an up to date District policy manual that reflects District philosophy and practice.
- c. Identify policy statements contained in existing District documents and edit those policies for consistent language and compliance with current state and federal laws and regulations for inclusion in the District policy manual.
- d. Identify areas where District lacks policies and create new policy or select and revise applicable policies from CSBA's reference policy manual those policies for consistent language and compliance with current state and federal laws and regulations.
- e. Where necessary, revise District policy to conform to current state and federal laws and District's collective bargaining agreements.
- f. Review and modify or delete CSBA sample policies from the CSBA's reference policy manual and incorporate District policies when appropriate.
- g. Inform CSBA of edits, revisions, and adoption date(s) to incorporate into a final District manual.

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- h. For the duration of this Agreement, enter into a GAMUT Online Service Agreement with CSBA for a nontransferable, nonassignable access to the CSBA reference policy manual.
- i. The CSBA samples policies, regulations, bylaws, and exhibits to which District is given access are CSBA's proprietary materials, they are provided for the District's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in part, without CSBA's written consent.

### **III. FEES AND PAYMENT**

- a. District agrees to pay CSBA the sum of \$6,150.00 for the services described under this Agreement.
- b. District agrees to reimburse CSBA for consultant's travel expenses associated with the Policy Development Workshop, including transportation, lodging, and food. Reimbursement for mileage and meals shall be at the IRS rates in effect on the date of travel. Lodging and other costs, excluding personal expenses, shall be reimbursed in their entirety. Lodging accommodation shall be selected and booked by CSBA.
- c. Any services performed by a CSBA consultant after the three (3) day Policy Development Workshop that are not described in this Agreement or a Manual Maintenance Service Agreement between CSBA and District will be charged separately at the rate of \$75 per hour.
- d. Payment for the services described in this Agreement shall be due in full upon completion of the three (3) day Policy Development Workshop.

### **IV. TIME FOR COMPLETION**

- a. District shall schedule and complete the three (3) day Policy Development Workshop within one (1) calendar year of the execution of this agreement. If the Policy Development Workshop is not completed within that one-year period CSBA may, at its sole discretion and subject to any increase to the fee schedule for the services provided, honor the terms this Agreement.
- b. District shall provide CSBA with necessary edits, revisions, and adoption date(s) required to produce a final District manual within one (1) calendar year of completing the three (3) day Policy Development Workshop. In the event that District does not provide such information, CSBA may, at its sole discretion, elect to fulfill the remaining terms of this Agreement.

### **V. COPYRIGHT**

- a. All copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital, or other data storage device containing such materials, as well as the

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materials made available through CSBA's GAMUT website, are for District's sole use and shall not be made available for use outside of District.

- b. District shall comply with the GAMUT End User License Agreement attached to the District's GAMUT Online Service Agreement with CSBA.

### **VI. DISCLAIMER OF WARRANTY**

- a. District acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel to District.
- b. CSBA sample policies, administrative regulations, bylaws, and exhibits are provided as a resource for school districts and county offices of education in developing their local policy manual and are not intended for exact replication or as a substitute for legal advice.
- c. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.
- d. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

### **VII. MISCELLANEOUS**

- a. This Agreement and any attachments hereto contain all of the terms and conditions agreed upon by CSBA and District relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and District, whether oral or written, respecting the matters covered by this Agreement.
- b. This Agreement may be modified or amended only by a writing signed by the CSBA and District, or their authorized representatives.
- c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.
- d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

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**VIII. CANCELLATION**

- a. Either CSBA or District may terminate this Agreement at any time by providing at least thirty (30) days notice in writing to the other party.
- b. CSBA may terminate this contact if District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement.
- c. District understands and acknowledges that no refunds of any fees described in Section III of this Agreement will be given by CSBA if District cancels this Agreement after the first day of the three (3) day Policy Development Workshop.

California School Boards Association

Dixie ESD

\_\_\_\_\_  
Robert Tuerck

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Name of Official

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Assistant Executive Director  
Policy & Governance Technology  
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Title of Official

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Date