

## CUSTOMIZED POLICY MANUAL AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 16th day of March, 2015 by and between the North Carolina School Boards Association, Inc. (hereinafter referred to as "NCSBA") and the Transylvania County Board of Education (hereinafter referred to as the "Board").

### **WITNESSETH:**

**WHEREAS**, it is the mission of NCSBA to assist local school boards in executing their responsibilities in the most efficient and effective manner and, in particular, to assist local boards of education with policy development; and

**WHEREAS**, NCSBA is engaged in the business of providing professional services to assist local public school systems to draft, revise and regularly update school board policy manuals; and

**WHEREAS**, the Board desires to have NCSBA revise its policy manual.

**NOW THEREFORE**, in consideration of the foregoing, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

#### **A. DUTIES OF NCSBA**

1. **Policy Manual Customization.** NCSBA will develop a customized policy manual (hereinafter, the "Customized Manual") that, through input of the Board and its staff, will be tailored to reflect the Board's specific goals and practices. The Customized Manual will incorporate:

- a. all legally-mandated or recommended policies;
- b. all NCSBA-recommended policies as desired by the Board; and
- c. other discretionary policies as desired by the Board.

2. **Use of Policies to Lead the Schools.** In creating the Customized Manual, NCSBA will use its Policies to Lead the Schools ("PLS") sample policy manual as the basis for the Customized Manual. NCSBA will provide the Board with on-line access to the current PLS manual at no additional cost for up to two years during the development of the custom policy manual project.

3. **Developing the Customized Manual.** To develop the Customized Manual, NCSBA agrees to complete the following tasks:

- a. NCSBA will review all policies identified by the Board/staff as current board policies;

- b. NCSBA will correlate the Board's current policy manual to the PLS manual;
- c. NCSBA will develop customized policies that are based on NCSBA's PLS manual and that incorporate information from the Board's existing policy manual, as appropriate;
- d. NCSBA will make additional policy recommendations to reflect the current law and/or suggest policy options that may be better suited for the Board;
- e. NCSBA will send the Board written guidelines as to the recommended process for reviewing and revising the policy manual; and
- f. NCSBA will provide an index to the policy manual.

**4. Information and Communications Regarding the Customized Policy Manual.**

Throughout the customization process, NCSBA will provide telephone support and electronic mail communication to respond to questions about policy drafts for no additional fee. Attendance at board meetings, including work sessions and policy committee meetings, will be in addition to the base services provided for in this contract and will be billed at the hourly rate and travel costs described in paragraph D.1., below.

**5. Drafts or Revisions to Policies.** NCSBA agrees to send an electronic copy (zip files) of each set of draft policies or revisions to policies to the Board. NCSBA will include with the copy of the policies NCSBA's recommendation as to the draft or revised policies and, when necessary, other comments about the draft or revised policies.

**6. Work Processing Schedule.** The Board, as the policy-making body for the school system, should endeavor to thoughtfully consider each policy that is presented to the Board for adoption. In general, NCSBA will send for review by the Board no more than one policy section approximately every eight weeks. Because Section 4000 and Section 7000 each contain over 60 policies, each will be sent to the Board in a minimum of two separate parts. The NCSBA staff will work with school system staff to coordinate the time when policy sections will be sent for initial review and later revisions. Within 90 days after the Board receives the final section of draft policies for consideration from NCSBA, the Board will provide NCSBA with a copy of all policies as finally adopted by the Board, along with the adoption date of each policy. After receiving this information NCSBA will assist the Board with completing the manual by creating a final correlation table indicating the status of each policy that has been adopted by the board during the customization process. NCSBA will also check the policies for accuracy of cross references and create a final index of all the policies. NCSBA will make every effort to provide updates of each NCSBA policy that is updated during the term of the custom policy contract. However, after NCSBA has completed the customization of each policy, NCSBA will only provide NCSBA-initiated updates to that policy after that time. Unless otherwise agreed, NCSBA's commitment to provide custom policy services terminates 120 days after the last section of draft policies are sent to the Board for consideration, or June 30, 2017, whichever is earlier. After the NCSBA's commitment to provide custom policy services terminates, NCSBA may, in its sole discretion, offer to bill the Board by the hour for all additional policy work performed under the custom policy manual contract. The hourly rate for attorney time shall be offered at \$85.00 an hour and at a rate of \$30.00 an hour for administrative staff time.

7. **Regulations or Administrative Procedures.** As NCSBA reviews existing policies, NCSBA may find detailed material that is more appropriately included in school system regulations or administrative procedures. Review and revision of material for regulations or administrative procedures are beyond the scope of this contract. However, NCSBA will provide correlation tables that will specify which material should be included in Board policy and which material should be moved into regulations or procedures.

8. **Copy of Completed Customized Policy Manual.** NCSBA agrees to provide the Board, if the board so desires, with a CD copy of the completed policy manual with all policies contained therein, provided NCSBA receives notice within 120 days after the last section of draft policies are sent to the board for consideration, of Board action on all policies sent to the Board under this contract.

## **B. DUTIES OF THE BOARD**

1. **Copies of Current Policy Manual.** The Board agrees to provide NCSBA with a copy of all of the Board's current policies.

2. **Assistance with Revision of Manual.** The Board/staff agrees to assist with the revision of the policy manual and to provide input as requested by NCSBA. As part of its assistance, the Board shall provide NCSBA with regular reports of its progress on policy revisions and shall give NCSBA timely notice of suggested changes to policies drafted by NCSBA. The Board shall designate one senior member of the leadership team and one support staff member to serve as the contact persons with NCSBA regarding policy revisions as requested. As requested, the Board shall make available, as necessary, other staff to serve as a resource to NCSBA during the revision process.

3. **Time Frames.** The Board shall notify NCSBA each month as to the status of the policy revision process and of the anticipated time when the Board or policy committee would like to begin initial review of the next policy section. In general, the Board or policy committee should complete the initial review of one policy section and schedule that section for a first reading by the Board before expecting to receive the next policy section. The Board agrees to use its best efforts to review, vote upon and return each draft policy section to NCSBA within 90 days from the time that NCSBA sends the section to the Board.

4. **Duplication of Effort.** In order to make the customization process as efficient as possible, the Board/staff agrees that during the time that NCSBA is creating the Customized Policy Manual for the Board, the Board and school administrators will not undertake to create new policies or to revise existing policies without first contacting NCSBA staff to make sure that the process is completed without duplication of effort by school staff and NCSBA attorneys.

5. **Fees.** The Board agrees to pay to NCSBA a fee of \$24,900 for revising the Board's policy manual. Access to PLS Updates during the term of this contract is included in the cost of the custom policy contract. The cost of revising the Board's policy manual will be billed in three equal payments with one third due on or before May 15, 2015, one third due on or before May 15, 2016, and the final third due on or before May 15, 2017.

### **C. TIME FRAME OF POLICY REVISION**

NCSBA and the Board agree that NCSBA will begin the revision process no later than May 1, 2015. The first section of draft policies will be delivered to the Board no later than June 15, 2015. The parties understand that a thorough review and revision of Board policies generally takes between 18 months and two years from the date the review actually begins. The time frame is dependent upon a reasonable turnaround time on changes made by the Board/staff on draft policies. In addition, additional time may be needed to ensure that any new laws, cases, policies or the like that are changed during the revision process are reflected in the completed version of the Customized Policy Manual. The parties agree that NCSBA may modify the review schedule as needed, with notice to the Board or its designee.

### **D. ADDITIONAL SERVICES AND COSTS**

1. Visits to the system to discuss policy drafts or to provide training for the board will be at a cost of \$85.00 per hour for attorney travel and meeting time. The school system also will be billed at the current IRS mileage rate for the cost of travel.

2. Review of administrative procedures or other supplemental materials and the cost for such review shall be pursuant to a separate agreement between NCSBA and the Board.

3. Paper copies of the policy manual will not be provided by NCSBA. However, NCSBA will provide the Board with all policies in an electronic format that would enable the board to print a notebook copy of the manual upon the board's request.

### **E. TERM**

The dates and terms of this agreement will be for the period beginning with the signing of this document until completion of the Customized Policy Manual, which shall be defined as (1) 120 days after the final draft section of policies is delivered by NCSBA to the Board, (2) June 30, 2017, or (3) termination by either party, whichever is earliest.

### **F. TERMINATION**

1. **For-Cause Termination by the Board.** NCSBA agrees that the Board has the right to terminate this Agreement immediately in cases of fraud or dishonesty by NCSBA. In cases of a material breach, the Board shall give written notice to NCSBA of the breach and NCSBA shall have a minimum of thirty (30) days to correct the deficiency. If, after the cure period, the breach is not cured, the Board may give written notice of termination, said notice to be effective immediately or as otherwise indicated by the Board.

2. **For-Cause Termination by NCSBA.** The Board agrees that NCSBA has the right to terminate this Agreement immediately in cases of fraud or dishonesty by the Board. In cases of material breach, NCSBA shall give written notice to the Board of the breach and the Board shall have a minimum of thirty (30) days to correct the deficiency. If, after the cure period, the breach is not cured, NCSBA may give written notice of termination, said notice to be effective immediately or as otherwise indicated by NCSBA.

3. **Effect of Termination.** Termination of this agreement shall not cancel the Board's responsibility for payment of any applicable fees for services rendered prior to termination or for any other products or services of any kind provided by NCSBA, subsidiaries or affiliated companies. Upon termination, NCSBA agrees to provide to the Board an electronic version of the draft or revised policies completed as of the date of termination. Upon termination, the Board agrees to provide to NCSBA payment for services rendered as of the date of termination, as calculated on a prorated basis, plus the cost of any additional services provided pursuant to paragraph D. The prorated payment will be calculated based on the percentage of PLS policies that have been provided to the Board in draft form as of the date of termination. In the event of a termination under paragraph F.2, the Board further agrees that the Board forgoes the right to online access to Policies to Lead the Schools.

**G. COMPLIANCE WITH APPLICABLE LAWS AND REQUIREMENTS**

Each party hereto shall comply with all federal, state and local laws applicable to the conduct of their businesses.

**H. ENTIRE AGREEMENT/MODIFICATIONS**

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. It supersedes any prior understanding or agreement between them respecting the subject matter. There are no representations, arrangements, understandings or agreements, oral or written, relating to the subject matter of this agreement, except those fully expressed herein. No changes, amendments, alterations, modifications, additions or qualifications to the terms of this agreement shall be made or be binding unless made in writing and signed by each of the parties.

**I. GOVERNING LAWS**

The parties agree that the place of the contract, its situs and forum, will be Wake County, North Carolina, and all matters, whether resounding in contract or tort relating to the validity, construction, interpretation and enforcement of this contract, will be determined in said county and state. This agreement shall be governed by the laws of the State of North Carolina (without giving effect to any choice of law principles thereof which may direct the application of the laws of another jurisdiction).

**J. BINDING EFFECT**

All provisions of this agreement shall be binding upon and inure to the benefit of, and be enforceable by and against the parties and their respective successors and assigns.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be signed and executed by a duly authorized person on the day and year first above written.

**North Carolina School Boards Association, Inc.**

By: \_\_\_\_\_  
Dr. Ed Dunlap, Executive Director

**Transylvania County Board of Education**

By: \_\_\_\_\_  
Tawny McCoy, Board Chairperson

Attest: \_\_\_\_\_  
Jeff McDaris, Ed.D., Superintendent

(Corporate Seal)