

BATH COUNTY SCHOOL BOARD

AGENDA ITEM: INFORMATION { } ACTION { X } CLOSED MEETING { }

SUBJECT: SUPERINTENDENT’S REPORT - ACTION

Approve VSBA Policy Services Agreement

BACKGROUND: Policies that reflect current law are essential to the operation of the division.

The VSBA Policy Services provides policies that are based on state and federal statutes, regulations and case law. Periodic policy amendments necessitated by law are provided, and Attorney General opinions are shared. From time to time, policies are revised for editorial reasons or to correct technical errors. Additionally, a VSBA attorney is available to answer questions about policy, and scheduled telephone conference calls are provided for division policy contacts.

RECOMMENDATION: Approval of policy service agreement for a term of one (1) year, effective July 1, 2016, and terminating June 30, 2017. The agreement is renewable for two (2) additional one-year at the original contract fee.



Policy Services Agreement

This Agreement made this 7th day of June, 2016 by and between the School Board of Bath County (hereinafter "Board") and the Virginia School Boards Association (hereinafter "VSBA").

WHEREAS, Va. Code § 22.1-253.13:7 (part of the Standards of Quality) requires the Board to maintain and follow up-to-date policies and further requires that all policies shall be reviewed at least every five years and revised as needed; and

WHEREAS, the Board is a member of the VSBA and is desirous of having the VSBA provide it with policy services to enable it to comply with the Standards of Quality; and

WHEREAS, the VSBA, in order to promote the economy and efficiency of its members and to assist its members in complying with the Standards of Quality, is desirous of providing policy services to the Board.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. During the term of this contract, VSBA will provide to the Board, through its website, access to the following**
 - A. a policy manual**
 - B. update services including, but not limited to, new and revised policies based on**
 - statutory law**
 - case law**
 - agency rules and regulations**
 - Attorney General opinions**
 - C. new and revised policies as required**
 - d. day to day availability of VSBA staff member/attorney to answer questions regarding policies**
- 2. The Board, in accordance with Va. Code § 22.1-71, agrees to contract with the VSBA for Policy Services.**

- 3. The Board will pay VSBA \$2,100.00 for its services under this Agreement. The VSBA shall provide the Policy Contact designated by the superintendent with a password to the Policy Services section of the VSBA website only after full payment has been received.**
- 4. The services provided for in this Agreement shall not include any comments, suggestions, or recommendations regarding any other documents or publications including, but not limited to, administrative rules, regulations, procedures, school manuals or handbooks, exhibits or forms.**
- 5. The VSBA policies are copyright protected, and intended for the sole and exclusive use of current subscribers to the VSBA Policy Services. Current subscribers may not share the policies with or provide the policies to non-subscribers or their agents or representatives, unless required by law or with the prior approval of the VSBA.**
- 6. VSBA's liability will be limited as follows.**

 - a. Policies that are developed by the VSBA for use in the VSBA Policy Manual which have not been altered or amended by the policy subscriber are subject to VSBA liability.**
 - b. Local revisions, deletions and additions to VSBA policies are excluded from VSBA liability.**
 - c. The Board agrees, in the event that a policy prepared by VSBA is alleged to be not in compliance with relevant laws or regulations, to notify VSBA of such allegation within five (5) working days of such allegation.**
- 7. The VSBA will not review, interpret, or comment on any VSBA policy that is altered by the administrative staff, local school board attorney or school board. These alterations should be referred to the local school board attorney for review and interpretation.**
- 8. The VSBA's liability for damages to the Board for any cause whatsoever shall be limited to the fee for the services to be performed under this Agreement.**

9. This Agreement is in full force and effect for a term of one (1) year, effective July 1, 2016, and terminating June 30, 2017. The Agreement is renewable for two (2) additional one-year terms at the original contract fee. At the end of the final renewal year, the contract may be renewed at the prevailing fee at the time of renewal. If the Board terminates the contract prior to the expiration of the contract term, there shall be no refund of any payments made.
10. Upon the termination of the Board's participation in Policy Services, whether prior to the term of the contract or after expiration of the contract, the Board shall return or destroy all policy manuals, updated policies and/or any CDs, and will discontinue use of and destroy any and all copies of the VSBA password. Furthermore, the Board shall subsequently act in accordance with copyright laws.
11. This Agreement constitutes the complete understanding of the parties and supersedes any and all prior understandings and agreements, oral or written, relating hereto. No alteration, modification or amendment of this Agreement shall be valid and binding unless in writing and executed by both parties.

SCHOOL BOARD OF BATH COUNTY

BY _____

Chair

Date

Attest:

Clerk

VIRGINIA SCHOOL BOARDS ASSOCIATION

BY *Gina G. Patterson*

Gina G. Patterson, Executive Director

5-13-16

Date