

CALIFORNIA SCHOOL BOARDS ASSOCIATION POLICY MANUAL REVIEW AGREEMENT

This Policy Manual Review Agreement (PMR Agreement)) is entered into between the California School Boards Association ("CSBA") and Alvord Unified School District of Corona, California (District/COE) shall become effective (the Effective Date") upon the execution and delivery hereof by the parties hereto.

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

WHEREAS District/COE is a member of CSBA and a GAMUT Policy Plus subscriber;

WHEREAS CSBA has developed, and as necessary, updates, a CSBA Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law;

WHEREAS subject to the terms and conditions of this PMR Agreement, CSBA conducts for school districts and county offices of education which are CSBA members in good standing a compliance review of the policies, administrative regulations, and bylaws on CSBA's mandated policy list.

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

1. CSBA Responsibilities. Subject to the terms and conditions of this PMR Agreement, CSBA agrees to review District/COE policies, administrative regulations, and bylaws in comparison to CSBA's Sample Policy Manual, specifically:

- (a) Review District/COE policies, administrative regulations, and bylaws contained in District/COE local policy manual on GAMUT.
- (b) Within 60 days of the execution of this Agreement, provide District/COE a written summary that:
 - i. Identifies any policies, regulations and bylaws that are required by state or federal law and listed on CSBA 's mandated policy list, but are either not included in District/COE's local policy manual or, if they are included, do not reflect the latest version of CSBA's sample policy;
 - ii. Identifies the policies, regulations and bylaws in CSBA's Sample Policy Manual which are either not included in District/COE's local policy manual or, if they are included, do not reflect the latest version of CSBA's sample policy; and
 - iii. Provides an explanation of updates to CSBA sample policies identified to sections (b)(i)-(ii), above.

2. District/COE Responsibilities. District accepts responsibility for and agrees to do the following:

- (a) Maintain status as a member of CSBA for the entirety of the term of this PMR Agreement;
- (b) Maintain status as a GAMUT Policy Plus subscriber for the entirety of the term of this PMR Agreement; and
- (c) Within 14 days of any request by CSBA, provide CSBA with any documentation required by CSBA for the completion of its responsibilities under this agreement

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3. FEES AND PAYMENT. District/COE agrees to pay CSBA the sum of \$1,250 for the services described under this PMR Agreement. Any additional services performed by CSBA in connection with this Agreement will be charged separately at a rate of \$100 per hour. District/COE also agrees to reimburse CSBA for the travel expenses and direct costs incurred as a result of this PMR Agreement, including expenses for transportation, lodging, food, and shipping costs, if any. 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. Reasonable lodging accommodations shall be selected and booked by CSBA. Any such travel shall be pre-approved by District/COE. Payment for the services and fees described in this Agreement shall be due in full upon receipt of invoice from CSBA.

4. Proprietary Rights. The CSBA Sample Policy Manual and 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 materials made available through CSBA's GAMUT website are provided for District/COE's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in part, without CSBA's prior written consent.

5. Disclaimer of Warranty. District/COE acknowledges that, by providing the services described in this PMR Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District/COE's legal counsel nor providing legal advice or counsel to District/COE. Any CSBA sample policy, administrative regulation or bylaw provided to District/COE under this Agreement is intended to be a resource for District/COE's use in developing its own local policy manual, and is not intended for exact replication or as a substitute for legal advice. CSBA's sample policies 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. 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/COE's specific legal situations. District/COE is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice. The review performed under this PMR Agreement is not a legal review. CSBA will not review the any documents or policies that are not expressly included in this PMR Agreement. CSBA's review shall be only of the documents specified in Section 1. above, and may not include identification of all state and federal laws which are covered in District/COE's local policy manual.¹ CSBA is reviewing District/COE policies for errors and omissions.

6. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, DISTRICT/COE'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY DISTRICT/COE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE POLICY MANUAL REVIEW OR THE DEVELOPMENT OF THE DISTRICT/COE LOCAL POLICY MANUAL. DISTRICT/COE AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE

¹ Cases and 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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A REASONABLE ESTIMATION OF ANY LOSS DISTRICT/COE MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

7. Cancellation. This Agreement may be cancelled by either party by giving the other party 30 days written notice. CSBA may also cancel this if District/COE cancels either its membership with CSBA or subscription to GAMUT Policy. District/COE understands and acknowledges that no refunds will be given if District/COE cancels the agreement after the Policy Manual Review has begun. If District/COE cancels the agreement during or after the Policy Manual Review has begun, District/COE shall pay CSBA the entire fee, and any outstanding hourly fees, costs or travel expenses.

7. Compliance with Laws. District/COE is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

8. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain District/COE's records from CSBA which is opposed by District/COE, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by District/COE. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

9. Jurisdiction and Venue. Jurisdiction and venue in the event of any litigation or action commence by one party against the other, shall be only in a California state court having subject matter jurisdiction located in Sacramento County, California.

10. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and District/COE.

11. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

13. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

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IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

Alvord Unified School District

Robert J. Tuerck
Assistant Executive Director
Policy & Governance Technology

Signature

Printed Name

Date

Title

Date