



New York State School Boards Association

Better School Boards Lead to Better Student Performance

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NEW YORK STATE SCHOOL BOARDS ASSOCIATION Comprehensive Policy Services Contract

General Agreement

This agreement is entered into between the New York State School Boards Association ("NYSSBA") and the Ogdensburg City School District ("District") for the purpose of providing the following policy services for the District: (1) developing an Essential Policy Manual; (2) placing the completed policy manual on the Internet in an electronic format ("E-Policy"); and (3) providing the District with the Policy Update subscription service.

Services Provided

NYSSBA agrees to provide the following services:

- (1) In accordance with attachment A, Description of Essential Policy Manual Development Service, NYSSBA will produce an essential policy manual for the District.
- (2) In accordance with attachment B, Description of Internet Policy Services and License Agreement ("E-Policy"), NYSSBA will place the completed essential policy manual on the Internet in an electronic format.*
- (3) In accordance with attachment C, Description of NYSSBA's Policy Update Service, NYSSBA will provide the District with a subscription to the update service.*

Fee Structure

In return for the services rendered, the District agrees to pay to NYSSBA the sum of thirteen thousand dollars (\$13,000).

One-half of the total cost, six thousand five hundred dollars (\$6,500) shall be payable within thirty (30) days of execution of the contract. The balance of the charge shall be due and payable upon delivery to the District of the completed manual or within 120 days of delivery to the District of the final installment of the draft (typically the 9000 series), whichever occurs first. Failure or inability of the District to complete its responsibilities within six (6) months of any date agreed to by the parties shall render the policy services project inactive. Once the project is deemed inactive, the scheduling of further revisions to and final publication shall be subject to NYSSBA's Policy Services then current master production schedule and the payment of a maintenance fee for completion of inactive projects, as agreed to by the parties. Only after such final revisions have been completed will NYSSBA have the obligation to put the manual on the Internet.

*The applicable annual subscription fee is set forth in Attachment B(2) and Attachment C.

If the District ceases to be a member of NYSSBA before this contract is fully completed according to its terms, the District agrees to pay NYSSBA the non-member fee then current, less any amount already paid.

Timeline

All services shall be completed based on a timeline developed between NYSSBA and the District, as set forth below in this agreement in Addendum 1. The timeline shall be attached to the agreement and may be revised, as necessary. Any revisions to the timeline shall be recorded by NYSSBA and delivered to the District project liaison.

Entire Agreement

The parties hereby agree that this contract contains the entirety of their agreement. All terms of the agreement are set forth herein. Any modification of the agreement must be set forth in writing and signed by the duly authorized representatives of both parties.

Nature of Services

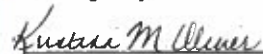
The services and information provided by NYSSBA pursuant to this contract do not constitute the rendering of legal advice or services. The District acknowledges that it is responsible for the final review and approval of the essential policy manual developed pursuant to this agreement, and that it is responsible for obtaining any independent legal advice and review it deems necessary.

Laws in Effect

The laws of the State of New York will govern any disputes arising out of this agreement.


Signatures

DocuSigned by:



Kristina M. Oliver, CPA

Chief Financial Officer, NYSSBA



Superintendent of Schools or Board President,
Ogdensburg City School District

January 27, 2023

Date

3/2/23

Date

Addendum 1

Sample Essential Policy Manual Production Timeline

Month

- 1 District to send to NYSSBA District's current policy manual, current student and staff handbooks, current Superintendent's contract and/or other documents pertinent to review for purposes of custom policy manual development.
- 3 NYSSBA to deliver to District draft of the 0000-1000 sections of manual [Philosophy, Goals and Objectives (0000); Community Relations (1000)].
- 6 NYSSBA to deliver to District draft of the 2000-3000 sections of manual [School Board Governance (2000); Administration (3000)]. District to return all revisions to 0000-1000 draft sections to NYSSBA.
- 9 NYSSBA to deliver to District draft of the 4000 section of manual [Instruction]. District to return all revisions to 2000-3000 draft sections to NYSSBA.
- 11 NYSSBA to deliver to District draft of the 5000 section of manual [Students]. District to return all revisions to 4000 draft section to NYSSBA.
- 14 NYSSBA to deliver to District draft of 6000-7000 sections of manual [Fiscal (6000); Facilities (7000)]. District to return all revisions to 5000 draft section to NYSSBA.
- 16 NYSSBA to deliver to District draft of 8000-9000 sections of manual [Support Services (8000); Personnel (9000)]. District to return all revisions to 6000-7000 draft sections to NYSSBA.
- 18 District to return all revisions to 8000-9000 draft sections to NYSSBA.
- 20 NYSSBA to deliver final draft to District for final review and District adoption.
- 24 NYSSBA to deliver to District one completed paper copy of the policy manual and one electronic version of the complete manual, and notify the District how to access the online E-Policy manual.

NOTE: The parties will jointly determine when the project will begin. This timeline is a sample and may be modified at District's or NYSSBA's request.

Attachment A: Description of Essential Policy Manual Development Service

NYSSBA will:

1. Develop a draft policy manual of “essential” policies containing relevant legal references and annotations to guide the District through the draft. “Essential” policies are those that relate solely to the District’s *governance* function and include:
 - Required policies – policies the District is explicitly required under state or federal laws or regulations to adopt.
 - Local policies – customized policies codifying District action on matters that are exclusively within the District’s discretion and reflect unique District approaches.
 - Notice policies – concise summaries of statutory or regulatory responsibilities imposed on the District designed to ensure the District, the administration, staff, students and the public are aware of these responsibilities.
2. Assign a policy consultant to work with a District-designated Policy Team (“Team”) to develop a draft policy manual. The policy consultant will be responsible for reviewing existing District materials and will meet on-site with the Team on up to three (3) occasions to discern current District practices, procedures and policy needs and to review the draft manual. The policy consultant will be available for additional meetings for a fee of \$100 per hour for on-site meeting time (minimum three hours), \$50 per hour for travel time, plus actual expenses. Actual expenses will be in conformity with NYSSBA’s then-current reimbursement guidelines (see Addendum 2 for guidelines currently in effect), and will include lodging (if necessary), meals and transportation. Mileage expenses shall be calculated using the then current reimbursement rate established by the Internal Revenue Service.
3. Provide an electronic copy of the draft policy manual, as well as one paper copy. The District is permitted to reproduce additional copies of the draft if it so desires or may order additional copies from NYSSBA at a cost of fifteen dollars (\$15.00) per copy.
4. Provide one bound copy of the final manual and a copy of the manual electronically in a word processing format designated by NYSSBA.

The District agrees to:

1. Compile and forward to NYSSBA the following materials: current District policy manual, current staff and student handbooks, and other policy-related material. If the above-referenced material is available in electronic format, the District will provide it in that format.
2. Assemble a Team that includes a representative(s) of the District, the Superintendent or his/her designee, the District Clerk and any other person(s) identified by the District as necessary to the project. The Team will be responsible for working with the policy consultant to identify current District practices, procedures and policy needs. The Team will not be expected to make any final policy decisions. The District shall be solely responsible for all final policy decisions.

3. Appoint an individual to act as project liaison. The project liaison should be a member of the Team. The project liaison will be responsible for working with the policy consultant to schedule times for on-site meetings consistent with the timeline agreed to by the parties and notifying the policy consultant of the District's progress in reviewing and revising drafts.
 4. Promptly review and, if necessary, revise all drafts submitted by NYSSBA to ensure the project remains on schedule.
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Attachment B: Description of Internet Policy Services and License Agreement (“E-Policy”)

The parties agree as follows:

A. Duties of NYSSBA

1. **Conversion.** Within sixty (60) business days of receipt of the District’s adopted policy manual, NYSSBA will create an Internet digital version of the manual (“E-Policy”) reformatted for optimum display via the Internet which includes, but may not be limited to, the following:
 - Create hyperlink launching points and destinations;
 - Link document hyperlinks to New York State legal authority and other appropriate legal authority, as determined by the parties;
 - Create electronic table of contents;
 - Create a custom display using District-specific logo and/or colors;
 - Develop levels and fields;
 - Verify the validity of links;
 - Develop browser rights and password protection, as appropriate;
 - Conduct proofreading of the entire manual;
 - Provide password/FTP download setup, where appropriate; and
 - Maintain a 24-hour accessible server.
2. NYSSBA agrees to grant a non-exclusive user license and/or authorization to the District to use E-Policy. NYSSBA further agrees to cover all costs associated with acquiring, maintaining and updating said license and all royalties and fees associated with said license.
3. **Internet Services.** NYSSBA agrees to publish E-Policy at the Publisher’s World Wide Web (hereinafter “WWW”) Internet site of NYSSBA’s Consultant, MicroScribe Publishing. NYSSBA will provide the District with an Internet URL address that will allow access to E-Policy.
4. **Revisions and Updates to E-Policy.** NYSSBA agrees to update E-Policy within ten (10) business days of NYSSBA’s receipt from the District of word processing files for revisions. NYSSBA further agrees to post unlimited revisions received from the District to E-Policy, with no additional charge.
5. **Updates to Legal Authorities.** NYSSBA agrees to update Internet linkages to New York State Laws and other legal authority provided with E-Policy as soon as practicable.
6. **Subcontracting.** Currently NYSSBA subcontracts E-Policy to MicroScribe Publishing. The services to be rendered hereunder by NYSSBA may be subcontracted to or performed by a different third party on behalf of NYSSBA.

B. Duties of the District

1. **Provide NYSSBA with the most recently updated electronic version of the adopted manual and District logo.** Once the District and NYSSBA complete the essential policy manual, in accordance with Attachment A, the District shall provide NYSSBA with an approved, adopted electronic version of its policy manual and an electronic version of the District's logo, if available.
2. **Annual Update and Server Fee.** The District agrees to pay to NYSSBA an annual update and server fee of two thousand three hundred and fifty dollars (\$2,350) due within thirty (30) days of the anniversary date of the policy manual going online. The District will not incur any annual update and server fee within the first 12 months of this agreement. NYSSBA may change the annual update and server fee only upon providing six (6) months' written notice to the District.

C. Proprietary Interests in E-Policy

The parties agree that the text of the finished digital document will be the property of the District, with all copyrights honored. The parties also agree that by virtue of a contractual agreement between NYSSBA and its consultant, MicroScribe Publishing, all rights to and in E-Policy, including, but not limited to, copyrights and trade secrets, belong to MicroScribe Publishing, and MicroScribe Publishing holds title to each copy of E-Policy.

D. Disclaimer/Liability

While every effort is made to ensure the accuracy and completeness of the District's policies, NYSSBA will not be responsible for any errors or omissions that may occur in the formatting/transfer of E-Policy. NYSSBA does not warrant that E-Policy is fit for any particular purpose. Furthermore, as permitted by applicable law, in no event will NYSSBA be liable for any direct, indirect or consequential damages, including, without information, any loss of data, or loss of profits or lost savings, arising out of use or inability to use E-Policy or documentation with E-Policy, even if NYSSBA has been advised of the possibility of such damages, or any claim by any third party.

E. Proper Use of Product

NYSSBA will make the District's policy manual available in Internet format on the MicroScribe Publishing WWW server for viewing. However, NYSSBA has no responsibility to provide the computer hardware and Internet browsers for viewing E-Policy.

G. Termination

1. **No-Cause Termination.** Either party has the right to terminate this agreement for any reason by providing the other party with written notice no less than thirty (30) days prior to the date of termination. If the District requests termination of the agreement, the District hereby agrees that it will be required to pay any sums owed under this agreement for services which NYSSBA has already incurred and/or provided. If NYSSBA requests such termination, it will be responsible for providing the District with an up-to-date work product.

2. For-Cause Termination by the District. Notwithstanding paragraph G.1, NYSSBA agrees that the District has the right to terminate this Agreement immediately in cases of fraud or dishonesty by NYSSBA. In cases of a material breach, the District will give written notice to NYSSBA of the breach and NYSSBA will have a minimum of seven (7) days to correct the deficiency. If, after the cure period, the breach is not cured, the District may give written notice of termination, said notice to be effective immediately or as otherwise indicated by the District.
3. For-Cause Termination by NYSSBA. Notwithstanding paragraph G.1, the District agrees that NYSSBA has the right to terminate this Agreement immediately in cases of fraud or dishonesty by the District. In cases of material breach, NYSSBA will give written notice to the District of the breach and the District will have a minimum of seven (7) days to correct the deficiency. If, after the cure period, the breach is not cured, NYSSBA may give written notice of termination, said notice to be effective immediately or as otherwise indicated by NYSSBA.
4. Notwithstanding paragraphs G.2 and G.3, the District agrees that NYSSBA has the right to terminate this Agreement immediately if its contract with MicroScribe Publishing terminates and NYSSBA, after a reasonable effort, cannot find a similarly situated consultant to provide the services described in the Agreement.
5. Effect of Termination. The parties agree that upon termination, the parties will be required to pay any sums owed under this agreement. Termination of this agreement will not cancel the District's responsibility for payment of any applicable fees for any other software, products or services of any kind provided by NYSSBA, subsidiaries or affiliated companies, for any services rendered prior to termination including, but not limited to, development fees. Upon termination, NYSSBA agrees to provide an electronic and printed copy of the District's policy manual to the District. All provisions of this contract relating to disclaimers or warranties, limitation of liability, remedies or damages, and NYSSBA's proprietary rights will survive termination.

H. Compliance with Applicable Laws and Requirements

Except as provided in paragraph A.2. of this agreement, each party hereto will secure all required licenses and permits and otherwise comply with all federal, state and local laws applicable to the conduct of their businesses.

Attachment C: Description of Policy Update Service

NYSSBA will:

- Monitor changes in federal and state laws and regulations that impact school District policy.
- Craft and send new or revised policies and/or regulations to the District based upon critical changes in law, regulation and/or case law which affect school District administration or governance.
- On a limited basis, review, codify and offer written comment on new policy initiatives submitted by the District to ensure that the policy is consistent with laws and regulations.

The District will:

- Consistent with the terms below, pay the annual subscription fee, pursuant to receipt of an invoice from NYSSBA.
- On a limited basis, send draft policies, as needed, to NYSSBA for review and comment.

Terms:

The subscription fee for the update service is established annually by NYSSBA. The current annual fee for Association members is nine hundred dollars (\$900). The subscription year runs from August 1 to July 31. NYSSBA will provide the District with notice of any change in the annual subscription fee prior to renewal.

The District will receive the Update service at no additional cost, during the essential policy manual project, until either the manual is put on the Internet or until NYSSBA delivers a complete final draft. At that point, the District will be charged the annual subscription fee.

The District's subscription is automatically renewed on an annual basis unless the District notifies NYSSBA in writing that it wishes to cancel. In the event that the District exercises its option to cancel within the subscription year, the District will be obligated to pay all monies due and owed up to that point in time.

Addendum 2: NYSSBA Guidelines for Expense Reimbursement

Effective January 4, 2023

NYSSBA employees authorized to travel on Association business are expected to do so in the most economic manner and these guidelines will assist with adhering to the Board of Directors' policy 3125-A as outlined in the Board Policies and the Employee Handbook..

TRANSPORTATION

Total Mileage - For round trips up to 200 miles, mileage reimbursement shall be at the level approved by the Internal Revenue Service. For round trips in excess of 200 miles, employees can choose to use their personal automobiles, but will only be reimbursed up to 200 miles. Gas expenses will not be reimbursed. The cost of tolls and/or parking will be reimbursed. If circumstances necessitate the use of a personal vehicle to travel distances greater than 200 miles, approval is needed by the Associate Executive Director/COO in order to secure reimbursement beyond the 200 mile maximum.

Rental - Employees can elect to use a rental car for round trips greater than 50 miles. The cost of tolls and/or parking will be reimbursed. Gas purchases will also be reimbursed in the case of rental car usage. Receipts for these reimbursable items must be attached to the claim.

Air Fare - Amount incurred will be reimbursed not to exceed regular coach class fare. Receipt for tickets and boarding passes must be submitted. Receipts for baggage fees must be submitted. Flights must be booked outside of 21 days of the start of event.

Rail Fare - Amount incurred will be reimbursed not to exceed regular coach class. Receipt for tickets must be submitted.

Bus Fare - Amount incurred will be reimbursed not to exceed regular coach class. Receipt for tickets must be submitted.

Taxis/Local Bus/Ride Share - Taxis and ride share services should be used if no other transportation options are readily available such as bus or subway. Receipts must be included with this claim and it must include the tip on the receipt and reflected on this line in the total. No more than 20% gratuity on total fare will be reimbursed.

Gas Purchases - If you purchase gas instead of utilizing mileage reimbursement, those totals are submitted here and attach supporting receipts to this claim. You cannot be reimbursed for mileage and gas.

Parking, Tolls - Parking at airports, hotels, and metered municipal streets is reimbursable when on NYSSBA business. Attach supporting receipts to claim form. Tolls incurred while traveling on NYSSBA business and submitted for reimbursement must be accompanied by supporting receipts if cash paid or actual EZ Pass statement if device used. Toll Calculator will not be accepted as support.

LODGING

Rooms that are being reserved outside of an event hotel (e.g., NYSSBA training program venue) should be reserved as soon as possible to knowing a room is needed to ensure obtaining a room at a reasonable cost. Employees are precluded from reserving a room in excess of \$300/night without prior written approval. That approval must be attached to this claim. The detailed hotel invoice needs to be attached to this claim form. Any room charge meals must have detailed receipts in accordance with the meals policy and must be attached to this form. Meal costs should be reflected in the respective meal lines and not on the lodging line. Only the hotel room costs should be reflected here. NYSSBA is tax exempt. No room taxes should be charged for a room in the State

of New York as the employee should be providing a tax exempt form upon check in. No taxes will be reimbursed to the employee for a NYS room. Please see CFO if you do not have a form.

MEALS & INCIDENTAL EXPENSES

Meals and Incidental Expenses (M&IE) - Incidental expenses are fees or tips given to porters, baggage carriers, bellhops, hotel maids, etc. as defined by the IRS. NYSSBA has elected to use a reimbursement rate for M&IE incurred on NYSSBA business using a \$100/day rate and \$145/day rate in NYC and out of state. This daily amount is all inclusive and is a per day rate. Multiple days cannot be combined together. It is total for meals (including the related tax and gratuities) and any incidental expenses incurred as defined above. No more than 20% gratuity on the total meal cost (excluding tax) will be reimbursed. Detailed receipts must accompany this claim to ensure reimbursement and the receipt must indicate who was present at the meal(s) if the employee is not submitting just for himself/herself. NYSSBA has a strict no alcohol policy. If there are alcohol charges included on a receipt that is submitted, those amounts will be deducted from the total reimbursement. The M&IE rate of \$100/day or \$145/day is only if the employee is on NYSSBA business for the entire day. If the employee is traveling for part of a day, the rate must be prorated depending on what part of the day the travel & business occurs.

For partial travel days, an employee will be reimbursed no more than the rates as follows:

<u>General NY</u>		<u>NYC & Out of State (OOS) Rates</u>	
Breakfast	\$20.00	Breakfast	\$30.00
Lunch	\$25.00	Lunch	\$35.00
Dinner	\$40.00	Dinner	\$65.00
Incidentals	\$15.00	Incidentals	\$15.00
	\$100.00		\$145.00

Telephone/Monthly Cell Phone - NYSSBA allows for reimbursement of one telephone call per day reasonable in length. NYSSBA allows for a fixed reimbursement for cell phone plan only if the employee has been pre-approved by his/her Department Head. Finance must be notified of this approval in writing by the Department Head prior to the employee requesting reimbursement. The first page of the employee's cell phone plan demonstrating it is the employee's plan and total cost of the monthly plan must be attached to the claim twice a year as to be communicated by the CFO. The fixed reimbursement amount is subject to re-evaluation annually by management.

Miscellaneous - In the event there is something that does not fit properly into a category above, please include the amount be requested on this line and a description is required on the lines indicated. No reimbursement will be approved without an explanation and supporting documentation. Please do not include amounts on this line that clearly meet the definition of another line (e.g., gratuities, gas).
