CALIFORNIA SCHOOL BOARDS ASSOCIATION
MANUAL MAINTENANCE SERVICE AGREEMENT

This Manual Maintenance Agreement (Agreement) is entered into between the California School Boards Association (CSBA) and San Leandro USD of San Leandro, 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 in relation to the access it permits to its reference policy manual.

NOW THERFORE, 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 the following:

a. Maintain a current digital or electronic copy of District Manual, including any adopted revisions of the District policies, regulations, or bylaws provided to CSBA.

b. Host District Manual on GAMUT, CSBA's web-based policy hosting platform

c. Permit District online access to District Manual on GAMUT in accordance with this Agreement.

d. Provide District with regular "Policy Update Packets" that include revised, updated, and/or new CSBA sample policies, regulations, and bylaws for District use.

e. Upon District request, update District Manual to reflect modified, revised, or newly adopted or approved District policies, regulations, and bylaws.

f. Provide District with a public user access web-link to District Manual on GAMUT.

g. Permit District limited access to policies, regulations, and bylaws adopted by other local educational agencies and hosted on GAMUT.

h. Make a CSBA Policy Services Consultant available during regular CSBA business hours to assist District on policy issues relating to District Manual. Consultation under this Agreement may include suggestions regarding policy procedures and placement of policies within District Manual and/or review of and suggestions regarding proposed District policies, regulations and bylaws, but shall not include drafting of original policy language for the District Manual. Consulting services are not intended to constitute legal advice and shall not be considered a substitute for advice from District legal counsel.

II. DISTRICT RESPONSIBILITIES

District accepts responsibility for updating and maintaining District Manual consistent with applicable laws and agrees to the following:

a. 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.

b. Designate a member of its administrative staff to serve as the District Liaison ("Liaison") to CSBA. Liaison shall be responsible for all contacts with CSBA, including the Policy Services Consultant, and for timely submitting to CSBA all information and documents to be provided by District under this Agreement. If Liaison is not designated, the official who signs this Agreement on behalf of District shall be deemed the Liaison.

c. Upon adoption or approval of District policies, regulations, or bylaws, immediately forward copy to CSBA for inclusion in District Manual.

d. Adhere to CSBA requirements for formatting and/or protocols for submitting policies for posting on the GAMUT webpage.

e. This Agreement automatically renews and the fees therefor are due on July 1 each year.

f. The Manual Maintenance service is intended for updating individual policies or small batches of policies, not an entire policy manual, or sections thereof.

g. CSBA reserves the right to recommend that District undergo a CSBA policy development workshop or other policy development service whenever CSBA determines, due to the number or size of the policies, regulations, and bylaws, included in a single request submitted by District, that District needs to develop a new District Manual.

h. 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 parts, without CSBA's written consent.

III. FEES AND PAYMENT SCHEDULE

a. In consideration for the services provided by CSBA under this Agreement, District shall pay an annual fee of $3485.00 to CSBA, based on the CSBA payment schedule for Manual Maintenance Service.

b. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services described in this Agreement. CSBA, through its regular billing process, shall provide notice of any such change by June 1 each year, and District shall have the right to cancel this Agreement in accordance with the terms and provisions contained herein.

c. The annual fee shall be due and payable on July 1 each year and CSBA reserves the right to suspend any services of this Agreement if payment is not received by August 31 of that year.

IV. TERM

a. The term of this Agreement shall commence upon the mutual execution of this Agreement by the undersigned agents of CSBA and District and shall remain in effect and be deemed automatically renewed July 1 of each year unless terminated by either District or CSBA in a written notice delivered to the other party no later than June 15.

b. In the event District fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement, CSBA shall have no obligation to perform any services under 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 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.

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 September 1 of the fiscal year.

California School Boards Association	San Leandro USD
Robert Tuerck	Name of Official
Sr. Director, Policy Development & Governance Technology Title of Official	Title of Official
Date	Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, 3251 Beacon Blvd., West Sacramento, CA 95691.