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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Jenine Lindsey, General Counsel

Meeting Date January 22, 2025

Subject Policy Development Workshop and Policy Manual Development Agreement – California School Boards Association – Legal Department

Ask of the Board Ratification by the Board of Education of a Policy Development Workshop and Policy Manual Development Agreement by and between the District and California School Boards Association (“CSBA”), for the latter to facilitate a Policy Development Workshop and to assist the District with developing a local policy manual, via the Office of the General Counsel, in an amount not to exceed \$28,520, plus additional costs as stated in the Agreement, pursuant to the terms and conditions thereof.

Background and Discussion On October 28, 2014, the Board of Education adopted Resolution No. 1516-0018, authorizing the District to enter into an agreement with the CSBA for maintenance and upkeep of the District’s board policies. As a member of the CSBA, the District currently subscribes to CSBA Policy Online and GAMUT Online.

The CSBA will support the District’s efforts to update current policies while also providing training, guidance and support to ensure that the District’s policies are up to date and compliant with current state and federal laws and regulations.

Fiscal Impact Funding Source: General Purpose
\$28,520, plus additional costs as stated in the Agreement

Attachment(s) • Agreement

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
POLICY DEVELOPMENT WORKSHOP AND
POLICY MANUAL DEVELOPMENT AGREEMENT**

This Policy Development Workshop Agreement (Agreement) is entered into between the California School Boards Association (“CSBA”) **Oakland USD** 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 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;

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

1. CSBA Responsibilities. CSBA agrees to facilitate a Policy Development Workshop and assist District/COE with developing a local policy manual by doing the following:

- (a) Provide access to the CSBA Sample Policy Manual via CSBA’s GAMUT website;
- (b) Provide a CSBA Policy Manual Consultant to facilitate a Policy Development Workshop for a period of up to three (3) consecutive days at either a location provided by District/COE if the workshop is to be facilitated in person, or by video conference if the workshop is to be facilitated remotely;
- (c) Provide guidance in the selection of policies, regulations, bylaws, and exhibits from the CSBA Sample Policy Manual for District/COE to revise, through edits and the incorporation of current District/COE policies and practices, for the purpose of creating a local policy manual that reflects the philosophy, goals, objectives and mandates of District/COE;
- (d) Provide District/COE with consulting, word processing, editing, and proofreading required to produce a draft copy of the local policy manual for adoption by the District/COE governing board;
- (e) Provide District/COE with consulting, word processing, editing, and proofreading required to produce a final draft of the local policy manual, after adoption by the District/COE governing board; and
- (f) Provide District/COE, either through GAMUT (if District/COE subscribes to GAMUT Policy Plus) or as PDF formatted documents, an electronic copy of the final draft of the local policy manual adopted District/COE governing board.

2. District/COE Responsibilities. To ensure the timely production of a final draft of the local policy manual, District/COE agrees to the following:

- (a) Within 1 year of the execution of this agreement, schedule and complete the Policy Development Workshop. The parties may mutually agree to extend this time subject to any applicable increases in CSBA’s fee schedule for Policy Development Workshops;

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- (b) Unless the workshop will be conducted remotely, provide physical space to host the Policy Development Workshop;
- (c) Review CSBA's Sample Policy Manual and District/COE's existing policy manual and, as appropriate, select, edit, and revise applicable policies, regulations, and bylaws to incorporate into a local policy manual that reflects District/COE philosophy and practices;
- (d) Identify any areas where District/COE lacks policies or has insufficient policies, and, as appropriate, create new policy or select and revise applicable policies from CSBA's Sample Policy Manual for compliance with current state and federal laws and regulations and incorporation into the local policy manual to be adopted by the District/CEO governing board;
- (e) Review policies for consistency with current state and federal laws and, when applicable, District/COE's collective bargaining agreements;
- (f) Within 90 days of the Policy Development Workshop described in section 1(b), above, provide CSBA with necessary documents, edits, and revisions required to produce the draft copy of the local policy manual; and
- (g) Within 120 days of receiving the draft copy of the local policy manual, provide CSBA with necessary documents, edits, and revisions required to produce the final local policy manual as adopted by the District/COE governing board.

3. Fees and Payment. District/COE agrees to pay CSBA the sum of **\$28,520** for the services described under this Agreement. District/COE also agrees to reimburse CSBA for the travel expenses and direct costs incurred as a result of the workshop, 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. In addition to the three (3) days described in section 1(b), above, District/COE may request additional onsite consultation at a rate of \$100 per hour. District/COE agrees to pay CSBA for any additional costs or travel expenses for additional onsite consultation. Payment for the services and fees described in this Agreement shall be due in full upon receipt of invoice from CSBA following the completion of the Policy Development Workshop.

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 Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as District's legal counsel nor providing legal advice or counsel. 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. 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 circumstances or

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individual situations that may arise. District/COE is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

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 DEVELOPMENT WORKSHOP OR THE DEVELOPMENT OF THE DISTRICT/COE LOCAL POLICY MANUAL. DISTRICT/COE AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE 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. If District/COE cancels the agreement after the Policy Development Workshop has been scheduled, District/COE shall pay for any existing travel expenses that cannot be refunded to CSBA. If District/COE cancels the agreement during or after the Policy Development Workshop, District/COE shall pay CSBA the entire workshop fee, and any outstanding hourly fee, costs or travel expense.

8. 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.

9. 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.

10. 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.

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

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

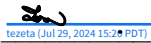
13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

14. 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.

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

California School Boards Association

Oakland USD



Tezeta Stewartz
Senior Director
Policy & Governance Technology

Date

Jenine Lindsey

Signature

Jenine Lindsey

Printed Name

General Counsel

Title

8/6/24

Date