

with renewals as herein provided

MISSOURI SCHOOL BOARDS' ASSOCIATION FULL MAINTENANCE SERVICE CONTRACT

This contract is entered as of **5/1/2026**, through **4/30/2027**, with renewals as herein provided between the Board of Directors of the **Ste. Genevieve R-II** (hereinafter "District") and the Missouri School Boards' Association, Columbia, Missouri (hereinafter "MSBA") for maintenance of the District's policy and procedures manual. For good and valuable consideration, including the promises made herein, the parties mutually agree as follows:

I. SERVICES

A. MSBA agrees to:

1. Populate an electronic policy module, using a vendor chosen by MSBA, with the appropriate District policies and procedures and provide updates to policies and procedures in an electronic format for the District to consider. The parties understand and agree that the electronic policy module product developer periodically adjusts or upgrades the module's various features and functions, and that MSBA may itself adjust settings and functions pertaining to the module's user-side experience and functionality.
2. Provide the District training and information on the use of the electronic policy module.
3. Assign an MSBA policy editor to assist the District with customization, coding, editing, and formatting of the manual. The MSBA policy editor will provide information to the District on policy-related topics and make decisions regarding codification of custom materials. The MSBA policy editor will assist the District in writing or revising District-originated revisions and additions ("custom language") at the request and direction of the District.
4. Monitor changes in state and federal law and provide new or amended policies and administrative procedures reflecting necessary changes for District consideration. MSBA is not responsible for monitoring local ordinances of cities, counties, or other political subdivisions, or other governmental entities that the District may be subject to or membership organizations to which the district belongs.
5. Review and edit District custom language to be added to policies and procedures and provide written recommendations, including legal review, upon request. MSBA has the sole discretion to make grammar, formatting, and style decisions and to make final decisions regarding placement of the District's custom language. MSBA has sole decision making authority over the titles, codes, footers, legal references, and cross references of the policies.
6. Review the District's custom language for legal compliance upon request and/or collaborate with the District's legal counsel regarding District policies. Legal review and comments by MSBA's staff are for the District's consideration among all available sources (including its legal counsel) and factors relevant to its own governance functions and its members' legal duty of care and are not a warranty or guarantee.

7. Provide sample forms associated with the MSBA standard policies and procedures for District consideration. This service contract does not include maintenance of District forms, but MSBA will post a PDF version of District forms on the District's electronic policy module site and will provide a legal review of the District's forms, upon request.

B. District agrees to:

1. Designate and provide MSBA with the phone number and email address for one or more District employees to serve as the District's policy contact. The policy contact will be responsible for receiving communications from MSBA and promptly answering, or obtaining the answer, to questions posed by MSBA. The District will notify MSBA when the District's policy contact or the contact information changes.
2. Ensure that the District's policy contact has received training on the use and functionality of the electronic policy provider module used to deliver District policies and procedures.
3. Promptly read, consider and take action on drafts of new, updated, or amended policies and procedures provided to the District, and adopt, adopt with amendments, or decline the final version of the policies and procedures within **one calendar year** after the District's policy contact is notified that drafts of policies and procedures are available for review.
4. Return to the MSBA policy editor the checklist provided for the District to indicate the action it took on new or updated policies and procedures. If the change was requested by the District, the District will notify MSBA of action taken by communicating with the District's MSBA policy editor.
5. Continuously review District policies and procedures to ensure that they reflect the District's practices. It is the District's responsibility to ensure the accuracy and legality of all custom language added to policies and procedures once adopted.
6. Notify the MSBA policy editor prior to making custom changes to policies and procedures and immediately after such changes are adopted by the District. The District may amend and edit only the text in the body of the policies and procedures of the District's manual. The District will not customize titles, codes or material in footers, legal references, or cross references
7. Execute this contract in accordance with the Missouri law of public entity contracts after the school board of the District approves the contract with a vote of the majority of the whole board.
8. Remain a member in good standing of the Missouri School Boards' Association throughout this contract. If the District does not remain a member of MSBA throughout the length of this contract, this contract shall immediately terminate, and the fee paid under Section II shall be retained by MSBA as liquidated damages, the parties hereby agreeing that actual damages will be difficult to calculate in such circumstances.

II. FEE PAYMENT SCHEDULE

- A. In consideration for the services set forth in this contract, the District shall pay MSBA the Annual Fee of **\$3575.00**. The origin date for identifying the anniversary date of this

contract is the date first written above. No later than ninety (90) days prior to the next one-year anniversary date of this contract, MSBA will give written notice of any adjustment to the Annual Fee that will be due for the ensuing year and any modification of this contract, subject to the District's right of termination in section II(D).

- B. District shall annually pay to MSBA the Annual Fee within ninety (90) days following issuance of an invoice for this amount by MSBA to the District.
- C. Time is of the essence for payment of the Annual Fee. If payment has not been received within ninety (90) days from the invoice issue date, this contract shall become voidable at MSBA's option, at which time MSBA may cancel the contract, suspend, or terminate services, and/or seek judicial remedies.
- D. Services will begin on the date specified in this contract. Services will continue from year to year, provided either party may terminate this contract as of the next anniversary date of this contract upon giving sixty (60) days' written notice to the other party.
- E. Additional services requested that go beyond the terms or scope of this contract, including performing document comparisons and fixing mistakes made by District editing, will be charged at \$75 per hour.

III. EDITING PRIVILEGES

The electronic policy module MSBA currently uses allows for MSBA to give the District permission to edit or create drafts of District policies and procedures, as well as other management functions. Upon request of the District's policy contact, MSBA will provide the persons designated by the District this capability after they have received appropriate training as determined by MSBA. However, if the District requests editing privileges the District recognizes and agrees to the following:

- A. The District will designate no more than three persons to receive editing privileges and will notify the District's MSBA policy editor of the names, phone numbers and email addresses of those persons. The District will allow only designated persons who have completed MSBA training to edit for the district. The District will notify the District's MSBA policy editor if the person or persons with editing privileges is replaced or the District designates additional persons for editing privileges. The District will ensure that new persons designated will be trained as required by MSBA prior to exercising editing privileges.
- B. Persons designated by the District for editing privileges will notify MSBA immediately after drafts are created, when changes are made to current drafts that are pending, when the school board adopts a final version of a policy and when the superintendent or designee adopts a final version of an administrative procedure. If the District does not notify its MSBA policy editor, MSBA is not responsible for any custom language that is lost or removed and the continued quality of the District's policy and procedures manual, including but not limited to any conflicts between policies and procedures, inaccurate coding, and user accessibility under the Americans with Disabilities Act. If this paragraph is violated by the District, work required by MSBA to investigate and correct the affected policy or procedure may be charged as additional services under section II(E), of this contract.

- C. MSBA reserves the right to remove editing privileges from the District if MSBA determines in its sole discretion that the District has not followed the requirements of this contract, the direction provided in training, or that such action is necessary to maintain the quality of the District's policy and procedures manual.

IV. **SPECIAL TERMS**

- A. The resources covered by this contract include maintenance of the District's policies and administrative procedures, as those terms are used by MSBA's Policy Services Department and as represented by MSBA's current standard model set of such materials for MSBA member use. Specifically, but without limitation, the terms "policy" and "procedure" as used herein exclude administrative forms, "handbooks," salary schedules, and similar materials produced by the District for independent distribution, as well as legal notices, job descriptions, contracts, or other material that is not included in policies or procedures, as those terms are used by the MSBA Policy Services Department. District acknowledges that it is familiar with the resources referenced above and expressly grants MSBA the discretion to determine which submitted materials are outside of the scope of the resources contemplated to be maintained pursuant to this contract.
- B. Policies and procedures, as provided through this service, are customized and designed for the District only. The District recognizes MSBA's copyright and ownership of the non-customized portions of the policies and will not directly or indirectly infringe on MSBA's copyright and ownership interest. MSBA recognizes that the District must make its policies and procedures available to the public pursuant to state law.
- C. MSBA is not responsible for loss of data, service outages, data breach, or any other disruption of the electronic policy module provider; nor for harm caused by error, omission, or any breach of contract, or warranty of any kind by the electronic policy module provider. This does not change or affect any rights or remedies each party to this contract may have as against the electronic policy module provider. The parties will cooperate in good faith to (1) assert and pursue any such claims and (2) to mitigate harm to their respective performance of this contract under such circumstances.
- D. If the District ceases to be a member of MSBA, does not renew this contract, terminates this contract, or if the contractual relationship between MSBA and the District ends, MSBA will provide the District a PDF copy of the District's policy manual as adopted on the date the contract ends or is terminated and will take action to close the District's electronic policy module to avoid additional costs associated with maintaining the service.
- E. The District recognizes that MSBA may receive compensation from the electronic online policy module vendor for any additional modules that the District purchases from the vendor if the District chooses to do so. Nothing in this agreement turns on whether the District and the vendor enter into such a transaction. As a member of MSBA itself, the District accepts and waives any potential conflict of interest between the District (including its school board, employees, and agents) and MSBA (including its employees and agents, specifically including but not limited to its attorney employees) for providing any legal services in the course of performing this contract, to the extent such conflict may arise from MSBA's compensation for District purchases of non-policy products from that vendor.

V. SIGNATURES

For the
Missouri School Boards' Association

Signed by:

Sarah G. Madden

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Sarah G. Madden
Chief, Law and Policy

BY ORDER OF THE BOARD,
Ste. Genevieve R-II

Signed by:

Paul Taylor

8217A18C45BE40A...

Superintendent, Board President, or
Authorized District Agent

4/10/2026

Date

Signed by:

Paul Taylor

8217A18C45BE40A...

Date