

Policy Review and Update Services Agreement

This Policy Review and Update Services Agreement (“Agreement”) is entered into by and between the Nebraska Association of School Boards (“NASB”) and Arlington Public Schools (“Client”), a Nebraska school district.

1. Purpose. The purpose of this Agreement is to establish the terms under which NASB will provide policy review, policy updating, and related advisory services to assist the Client in maintaining legally compliant and effective board policies.
2. Policy and Review and Support Services. NASB agrees to provide ongoing policy review and support services for Client. Upon uploading Client’s policies into the NASB Online Publishing system, NASB will collaborate with Client to establish a regular, systematic review schedule for all policies. NASB will conduct periodic reviews consistent with the agreed schedule and will provide updates, recommendations, and general support regarding policy development, revision, and related questions as part of its regular services. Such services may include consultation with Client administrators regarding policy interpretation, policy organization, and best practices in policy governance.
3. Policy Updates. NASB has contracted with an outside law firm to draft required new and updated policies. NASB shall monitor applicable state and federal statutory law, regulatory or rule changes, and relevant case law developments affecting Nebraska school districts. When new policies or amendments to existing policies are required or recommended as a result of such changes, Perry Law Firm shall prepare or obtain such policies and promptly transmit them to Client. Client shall be responsible for reviewing, formally adopting, and uploading such policies into the Online Publishing Service. Following transmittal, NASB will be available to provide reasonable support and guidance to Client regarding the implementation and interpretation of the new or amended policies.
4. Client Responsibilities. Client acknowledges that NASB does not have authority to adopt policies on behalf of the Client and that final decisions regarding policy adoption rest solely with the Client’s governing board. Client agrees to:
 - a. Provide NASB with access to current board policies and related documents.
 - b. Review all policy recommendations provided by NASB.
 - c. Submit policies to the Client’s governing board for consideration and formal adoption.
 - d. Ensure that adopted policies are properly uploaded to the NASB Online Publishing system.
 - e. Designate a primary contact person for communication with NASB regarding policy services.
5. Term. This Agreement shall begin on _____ and shall be in effect until March 31 of each year (“Initial Term”). This agreement shall renew automatically for subsequent one (1) year Terms, commencing on April 1st of each year, (“Renewal Term(s)”) unless and until terminated as provided herein, or notice of non-renewal is provided in accordance with this Agreement.
6. Fees. Client agrees to pay NASB an annual fee of One Thousand Two Hundred and Fifty Dollars (\$1,250) for the services described in this Agreement. Payment shall be due within thirty (30) days of invoice unless otherwise agreed in writing. If in the initial term, the services are purchased between September 1 and March 31, the Client shall be charged a prorated amount of \$1,250. Client shall be invoiced on April first each year after the Initial Term for the full amount. NASB may raise this amount in subsequent Terms but shall notify the Client at least 30 days prior to the new Term.

7. Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Client may preclude the automatic renewal described in Paragraph 5 of this Agreement by providing written notice to NASB at least thirty (30) days prior to the commencement of the Renewal Term.
8. Ownership and Copyright. Client retains ownership of its adopted board policies. However, policy templates, drafts, and related materials developed or provided by NASB as part of this service are proprietary and copyrighted by NASB. Client may use such materials solely for its internal governance purposes and shall not reproduce, distribute, or provide such materials to third parties without the written consent of NASB.
9. Nature of Services. The services provided by NASB under this Agreement are advisory in nature. NASB does not provide legal representation to Client. Client is encouraged to consult with their own legal counsel regarding the adoption or interpretation of policies where appropriate.
10. Limitation of Liability. NASB shall exercise reasonable professional care in providing services under this Agreement. However, NASB shall not be liable for any indirect, incidental, or consequential damages arising from the Client's adoption, implementation, or interpretation of policies.
11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the services described herein and supersedes any prior agreements or understandings, whether written or oral.

The above provisions are agreed to as of the Effective Date written above.

Organization Name: Arlington Public Schools

Signature: _____

Name (print): Dr. Dawn Lewis

Title: Superintendent of Schools

Date: _____

For Use by NASB Only:

NASB Signature: _____

Name (print): Marcia R. Herring _____

Title: NASB Director of Board Leadership

Date: _____