



Arkansas
School
Boards
Association

ASBA Model Policy Manual Continuing Service Agreement

This agreement is between the Arkansas School Boards Association (hereinafter "ASBA") and the **Gentry School District** (hereinafter "District"), who is and shall remain a member of ASBA during the term of this contract.

1. During a renewal term of the Model Policy Service contract, ASBA will provide the following continuing services to the District, for a period of 36 months, each consecutive 12-month period constituting a contract year:

a. Update Services, including, but not limited to, distribution when necessary, of new, updated or revised policies based on changes in applicable law.

b. Workday availability of ASBA staff member/attorney to answer questions regarding policies

2. The Board agrees to pay ASBA \$2,850 for services rendered under this contract. This reflects the continuing contract incentive discount of \$450.00 less than the cost of a new subscriber initial contract.

_____ Payment shall be made in one lump sum payable with this signed contract.

OR

_____ Payment shall be made in three (3) annual installments of \$950 each. The first payment is due with this signed contract. The second payment will be due twelve (12) months following the effective date of this contract. The final payment will be due twenty-four (24) months following the effective date of this contract.

3. The ASBA Model Policy Manual is copyrighted and protected and intended for the sole and exclusive use of current subscribers to the ASBA Model Policy Service to be used for the sole and exclusive benefit of the contracting school district or education entity. The District, its officers, employees, agents or representatives agree not to give, provide, share, exchange, copy, or allow or permit to be copied or transmitted by any method or medium any policy or policies to non-subscribers, their agents or representatives, unless required by law or with the prior written approval of ASBA.

4. **LIQUIDATED DAMAGES.** The District acknowledges and agrees that should the District, or any of its officers, employees, agents, or representatives violate this agreement and give, provide, share, exchange, copy, or allow or permit to be copied or transmitted by any method or medium any policy or policies to non-subscribers, their agents or representatives without prior written approval by ASBA, ASBA will sustain extensive damages and serious loss as a result of such action. The exact amount of such damages will be extremely difficult to ascertain, but would include diminished value, lost revenue, and other economic damages. Therefore, the District and the ASBA agree as follows:

If the District or its officers, employees, agents or representatives give, provide, share, exchange, copy, or allow or permit to be copied or transmitted by any method or medium any policy or policies to non-subscribers, their agents or representatives without prior written approval by ASBA, ASBA shall be entitled to be paid, as liquidated damages and not as a penalty, the lump sum of \$10,000. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the ASBA will incur as a result of such resulting copyright violation. The District also agrees to pay the ASBA any expenses of collecting or litigating the liquidated damages claim against the District.

If, and to the extent that, ASBA can meet the burden of proving that ASBA has suffered actual damages as a result of the District or its officers, employees, agents, or representatives sharing or providing any policy or policies without prior authorization by ASBA, said damages being in excess of the assessable liquidated damages, ASBA may retain or recover the excess actual damages in addition to the liquidated damages.

5. The services provided for in this agreement shall be limited to the ASBA Model Policy Service and shall not include any comments, suggestions, or recommendations regarding any other documents or publications, including, but not limited to, administrative rules, regulations, procedures, school handbooks, exhibits, or forms.

6. The District agrees that, by purchasing this policy service, there is no warranty, guarantee, promise, implication or otherwise any suggestion that the adoption and/or use of these policies will protect, insulate or otherwise make less likely that litigation or other proceedings against the District, its agents, officers or employees, successors or assigns will be initiated. In addition, it is understood and agreed that a successful outcome of any such litigation or any other proceeding is not made more likely, whether by specific or implicit statement, comment or suggestion or implication. The purchaser/user of these policies will not be indemnified or otherwise defended, reimbursed or made whole as a result of litigation or other proceedings based on, or connected with, the use of these policies, or any of them. Policies should be referred to the local school board attorney for review and interpretation.

7. ASBA will, at its discretion, review ASBA policies that are altered by the administrative staff or school board. The District agrees that, by asking ASBA to review ASBA policies altered by administrative staff or school board, there is no warranty, guarantee, promise, implication or otherwise any suggestion that the adoption and/or use of these policies will protect, insulate or otherwise make less likely that litigation or other proceeding against the District, its agents, officers or employees, successors or assigns will be initiated. In addition, it is understood and agreed that a successful outcome of any such litigation or any other proceeding is not made more likely, whether by specific or implicit statement, comment or suggestion or implication. The purchaser/user of these policies will not be indemnified or otherwise defended, reimbursed or made whole as a result of litigation or other proceeding based on, or connected with, the use of these policies, or any of them. Alterations to policies should be referred to the local school attorney for review and interpretations.

8. This agreement is in full force and effect for a term of 36 months, effective the first day of July 2021 and terminating on the last day of June 2024. If the District terminates the contract prior to the expiration of the contract, there shall be no refund of any payments made, and all payments deferred under an installment agreement shall be immediately due and payable.

9. In the event that a school district should cease to exist, due to administrative consolidation or annexation, unless this contract is ratified by the school board of the resulting district within sixty (60) days of the effective date of the merger, this contract shall be considered to be null and void, and, except for the duties described in paragraph (4) above, shall cease from the sixty-first (61st) day after the effective date of the consolidation.

10. This agreement constitutes the complete understanding and agreements between the parties and supersedes any and all prior understandings and agreements, oral or written, relating hereto. No alteration, modification or amendment shall be valid and binding unless in writing and executed by both parties.

Updates will be available electronically, and new, inclusive policy manuals incorporating all changes will be distributed by electronically when warranted. The files will be formatted in Microsoft Word 2003 or higher version.

Email address(es) for updates: _____

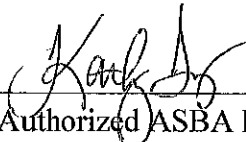
Entered into this ____ day of _____, 20__.

Board President (Please print name)

Board President's signature

Board Secretary (Please print name)

Board Secretary's signature



Authorized ASBA Representative

Arkansas School Boards Association

PO Box 165460
Little Rock, AR 72216 US
korr@arsba.org



INVOICE

BILL TO
1Gentry School District
Gentry School District
201 South Giles
Gentry, AR 72734

INVOICE 1271
DATE 07/15/2021
TERMS Net 90
DUE DATE 10/28/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Policy Service	May either pay \$950 for each year or \$2,850 for three years	1	2,850.00	2,850.00
Model Policy Service Contract renewal			BALANCE DUE	\$2,850.00