



Virginia School Boards Association
"Children Are Our Common Wealth"



May 16, 2011

Dr. Pamela R. Moran
Albemarle County Schools
401 McIntire Road
Charlottesville, VA 22902

Dear Dr. Moran:

This letter is to advise you that the five year contract with VSBA for Policy Services will expire on June 30, 2011. We trust that the policy services program has met the needs of your school division and you have been pleased with our services.

Please find enclosed a new five year contract and an invoice for the initial year of the contract in the amount of \$3,480.00. We hope you plan to continue with our services. Please return the signed contract, Continuing Policy Services Agreement Form, Policy Contact Designation Form and payment for the first year of service at your earliest convenience.

Thank you for allowing VSBA to provide you with this service. If you should have any questions, please call.

Yours truly,

Elizabeth E. Ewing
Director of Legal and Policy Services

EEE/aj
Enclosures

6-2-11 pay
per B. Benson



Virginia School Boards Association
200 Hansen Road, Suite 2
Charlottesville, VA 22911
(434) 295-8722

Continuing Policy Services Agreement Form

Superintendent: Dr. Pamela R. Moran

School Division: Albemarle County Schools

☒ Yes, we would like to continue receiving VSBA Policy Services.
Our current enrollment is 13,400.

☐ No, we no longer wish to receive VSBA Policy Services.

6/2/11

Date

Superintendent's Signature

Please return by mail to:

VSBA Policy Services
200 Hansen Road, Suite 2
Charlottesville, VA 22911

By fax to:

(434) 963-4776

CONTINUING POLICY SERVICES AGREEMENT

This Agreement made this ____ day of _____, 20__ by and between the School Board of Albemarle County (hereinafter "Board") and the Virginia School Boards Association (hereinafter "VSBA").

WHEREAS, Va. Code § 22.1-253.13:7(C) (part of the Standards of Quality) requires the Board to maintain and follow an up-to-date policy manual and further requires that all policy manuals shall be reviewed at least every five years and revised as needed; and

WHEREAS, the Board is a member of the VSBA and is desirous of having the VSBA provide it with policy manual development services to enable it to comply with the Standards of Quality; and

WHEREAS, the VSBA, in order to promote the economy and efficiency of its members and to assist its members in complying with the Standards of Quality, is desirous of providing policy services to the Board.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. During the term of the policy services contract, VSBA will provide the following continuing services to the Board:
 - a. a policy manual;
 - b. update services including, but not limited to, new and revised policies based on:
 - statutory law
 - case law
 - agency rules and regulations
 - Attorney General opinions;
 - c. new and revised policies as required;
 - d. day to day availability of VSBA staff member/attorney to answer questions regarding policies.
2. The Board, in accordance with Va. Code § 22.1-71, agrees to contract to the VSBA for policy manual services.

3. The Board will pay VSBA \$17,400.00 for its services under this Agreement. Payment shall be made in one lump sum payable on July 1, 2011 or in five (5) annual installments of \$3,480.00 each. In the case of annual installments, the first installment shall be due on July 1, 2011; thereafter, in each year of the contract, payment shall be due on or before July 1. Installments shall be due and payable subject to the appropriation of funds. The VSBA shall distribute a copy of the policy manual and disk only after full payment or the first installment has been received.
4. The services provided for in this Agreement shall be limited to the VSBA policy manual services 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 manuals or handbooks, exhibits or forms.
5. The VSBA policies are copyright protected, and intended for the sole and exclusive use of current subscribers to the VSBA Policy Services. Current subscribers may not share the policies with or provide the policies to non-subscribers or their agents or representatives, unless required by law or with the prior approval of the VSBA.
6. VSBA's liability will be limited in accordance with the following conditions:
 - a. Policies that are developed by the VSBA for use in the VSBA Policy Manual which have not been altered or amended by the policy subscriber are subject to VSBA liability.
 - b. Local revisions, deletions and additions to VSBA policies are excluded from VSBA liability.
 - c. The Board agrees, in the event that a policy prepared by VSBA is alleged to be not in compliance with relevant laws or regulations, to notify VSBA of such allegation within five (5) working days of such allegation.
7. The VSBA will not review, interpret, or comment on any VSBA policy that is altered by the administrative staff, local school board attorney or school board. These alterations should be referred to the local school board attorney for review and interpretation.
8. The VSBA's liability for damages to the Board for any cause whatsoever shall be limited to the fee for the services to be performed under this Agreement.

9. This Agreement is in full force and effect for a term of five (5) years, effective July 1, 2011 and terminating June 30, 2016. The Agreement is renewable every five (5) years at the prevailing fee at the time of renewal. If the Board terminates the contract prior to the expiration of the contract term, there shall be no refund of any payments made. If the Board elects to pay for services in annual installments and thereafter terminates the contract prior to the expiration of the contract term agreement, the Board will be liable for payment of the remaining annual installments of the contract, subject to the appropriation of funds.
10. Upon the termination of policy services, whether prior to the term of the contract or after expiration of the contract, the Board shall return the original policy manual and CD-Rom provided by the VSBA, all updated policies and disks, and/or any individual VSBA policies possessed or in use. Furthermore, the Board shall subsequently act in accordance with copyright laws.
11. This Agreement constitutes the complete understanding of the parties and supersedes any and all prior understandings and agreements, oral or written, relating hereto. No alteration, modification or amendment of this Agreement shall be valid and binding unless in writing and executed by both parties.

SCHOOL BOARD OF ALBEMARLE COUNTY

BY _____

Chair

Attest:

Clerk

VIRGINIA SCHOOL BOARDS ASSOCIATION



BY _____

Barbara J. Coyle, Executive Director



"Children Are Our Common Wealth"

Invoice

A/C:330.1

VSBA POLICY MAINTENANCE

200 Hansen Road, Suite 2
Charlottesville, VA 22911

DATE: May 16, 2011

BILL TO: Dr. Pamela R. Moran
Albemarle County Schools
401 McIntire Road
Charlottesville, VA 22902

Description:

First year installment of a five-year subscription contract with VSBA Policy services.

Term: July 1, 2011 through June 30, 2012

Amount Due	\$3,480.00
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Please make check payable to:

VSBA Policy Services
200 Hansen Road, Suite 2, Charlottesville, VA 22911



Virginia School Boards Association
200 Hansen Road, Suite 2
Charlottesville, VA 22911
(800) 446-8722

POLICY CONTACT DESIGNATION FORM

School Division: _____

Designated Contact*: _____
(Please print)

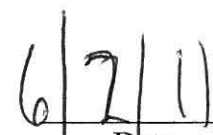
Contact Phone Number: _____

Contact's E-Mail Address: _____

Current Student Enrollment Is: _____

*Superintendent must designate an individual authorized to receive Policy updates and discuss policy matters with VSBA on behalf of the school division.

 _____
Superintendent's Signature

 _____
Date

Please return by mail or Fax to: VSBA Policy Services at (434) 963-4776.