Association of Alaska School Boards
Online Policy Services Agreement – Sitka’s School District

This Agreement is made by and between the Association of Alaska School Boards (AASB) and Sitka School District (the District).

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

I. **Description.** The District has elected to take part in the Policy Online service. This project involves having the AASB publish the Board’s Online Policy Manual on the Internet in Folio electronic format. AASB updates the Board's online policies promptly after receipt of word processing files for revisions. AASB also updates links to the Alaska statutes and other legal authority provided by the Board's policies as soon as practical.

II. **Current and Archived Copies of the Board’s Policies and Materials.** The parties agree that the District shall maintain current and archived copies of its policies and materials separate and apart from the copies maintained by AASB or given to AASB in order for AASB to fulfill its obligations under this Agreement. No agency relationship is created between the District and AASB for the purposes of record retention, storage, organization, dissemination, destruction, or maintenance, and the AASB will not be responsible for responding to requests for public records under the Alaska Freedom of Information Act or for responding to any subpoena on behalf of the District.

III. **Disclaimer/Liability.** While every effort is made to ensure accuracy and completeness, neither AASB nor the District shall be liable to each other for any omissions that may occur, errors in judgment or mistake of law or for any loss suffered by either party in connection with the matters, to which this Agreement relates, except a loss resulting from bad faith or negligence on either party's part in the performance of their duties under this Agreement. AASB does not warrant that the Board's policies or other materials are fit for any particular purpose. Furthermore, AASB will not be liable for any direct, indirect, or consequential damages, including any loss of data arising out of use or inability to use the Board's policies or other materials.

IV. **Subscription Fees.** A subscription begins when the District executes this Agreement indicating its desire to be a Policy Online subscriber. Districts may subscribe to Policy Online at any time, although subscriptions are on a calendar year basis.

Each subscriber must pay a one-time policy online development and publication fee for converting the Board's policies into the Folio format, which is **One thousand one hundred dollars ($1,100).** The initial annual subscription fee will be prorated for the remainder of the calendar year (December, 2021) and that fee is **One hundred twenty-one dollars and sixty-seven cents ($121.67).** The Sitka School District, has already paid for the 2021 policy update fee. The total initial publication and subscription fees are **One thousand three hundred forty-three dollars and thirty-three cents ($1,343.33)** and are due within 30 days of invoice. The following table shows the charges described above.
Development and publication fee | $ 1,100.00
---|---
Prorated subscription fee (1 mos.) | $ 121.67
Annual update fee for 2021 | $ -

**Total initial fees:** $ 1,221.67

The current annual subscription fee is **two thousand eight hundred fifteen dollars ($2,815)** and includes the AASB Annual Policy Update Service as well as the Policy Online subscription fee. Annual fees are subject to yearly adjustment. The annual fee for the next 12 months period, January 1, 2022 through December 31, 2022, has not yet been approved by the AASB Board of Directors.

V. **Term and Renewal.** This Agreement is effective for the remainder of the calendar year in which it is executed. After that, AASB will send a renewal notification and invoice to the District in January of each year, which, if paid by the District, will automatically renew their participation in the service for one calendar year. Any provision of a Policy Online subscription, including fees, may be altered after the initial subscription. AASB will notify the District of all changes by specifying them in the renewal notification. Renewal payment will constitute acceptance by the District to the new agreement terms.

VI. Responsibilities

A. **AASB Duties**

1. Through an arrangement with MicroScribe Publishing, this service provider will create a digital version of the manual in a Folio format InfoBase (*Board's Online Policy Manual*). This conversion to a digital format will usually be accomplished within 60 days of receiving the policy manual from the District. The conversion includes:

   a) Creating hyperlink launching points and destinations;
   b) Linking document hyperlinks to Alaska legal authority and other appropriate legal authority;
   c) Creating a digital table of contents;
   d) Creating a custom display using district-specific logo or colors
   e) Developing browser rights and password protection, as necessary;
   f) Conducting proofreading of the entire manual;
   g) Providing password/FTP download setup, when appropriate;
   h) Establishing a procedure for updating the online presentation;
   i) Providing "Print Friendly" functionality;
   j) Providing "Archive" functionality
   k) Maintaining a 24-hour accessible server

2. Grants a non-exclusive user license and/or authorization to the District to use the *Board’s*
Online Policy Manual and a Folio format InfoBase. AASB will pay all costs associated with acquiring, maintaining, and updating said license and all royalties and fees associated with it.


4. Updates the District's online policy manual within a reasonable number of days (usually not more than three (3) after receiving word processing files for revisions. AASB posts unlimited revisions to the Board’s Online Policy Manual.

5. Links and references to the Alaska Statutes and other legal authorities are provided with the Board’s Online Policy Manual. AASB does not warrant the accuracy of these links or the material found on the linked website.

B. District Duties

1. The District provides AASB with its policy manual in electronic format (almost any word-processing program is sufficient). The Board must decide for itself whether the contents of its policy manual are suitable for publication. AASB recommends that, before online publishing, the manual should be reviewed to ensure it is up-to-date with current legal requirements. If the Board wants the District's logo to appear on the Board’s Online Policy Manual, it must provide a JPEG version of the District logo.

2. Provides and maintains updated information as requested.

3. Grants to the AASB the permission to link to the Board’s Online Policy Manual from the AASB website.

4. Participate in online training of the use of the MicroScribe platform and process for policy development.

VII. Termination. Either party has the right to terminate this Agreement immediately in cases of fraud or dishonesty by the other party. In cases of a material breach of the Agreement, a complaining party shall give written notice of the breach to the non-complying party. Notwithstanding the above, AASB has the right to terminate this Agreement immediately if, (a) its contract with MicroScribe Publishing terminates with AASB, and after a reasonable effort, AASB cannot find a similarly situated consultant to provide the services described in this Agreement, or (b) the Board discontinue s its membership with AASB.
AGREED TO BY:

[Signature]
Lon D. Garrison
Executive Director
Association of Alaska School Boards

[Signature]
Frank Hauser
Superintendent
Sitka School District

Date: November 4, 2021

If these terms are acceptable, please sign and keep one copy for your files and return one copy to the office of the Association of Alaska School Boards.