



PSBA POLICY MAINTENANCE PROGRAM

PARTICIPATION AGREEMENT

This Agreement sets forth the terms and conditions of participation by the school entity named below (YOU) in the Policy Maintenance Program and if selected in the Administrative Regulations Program (“the programs”) of the Pennsylvania School Boards Association (PSBA). YOUR agreement to these terms and conditions is required in order for YOU to continue participating in one or both of these programs.

School Entity (YOU): _____

Effective date: July 1, 2021

This Agreement is effective for the July 1, 2021 – June 30, 2022 program year and shall remain in effect for subsequent program years until such time as YOU elect to discontinue YOUR participation in the Policy Maintenance Program or YOUR participation is otherwise terminated as provided for in this Agreement. YOUR election to continue participating in the Policy Maintenance Program and if selected, the Administrative Regulations Program, is indicated annually when YOU select them from among optional programs and services listed on the PSBA membership dues invoice and pay the associated fees specified on the invoice. Such fees are non-refundable except as may be expressly provided for in this Agreement.

1. Program Description and Components

Summary

The PSBA Policy Maintenance Program and Administrative Regulations Program are offered as tiered policy and administrative regulations management available to PSBA member school entities that choose to participate at a desired level of service. Among other features, PSBA provides participants with access to policy guides and administrative regulation templates, distributes updates thereto and related instructions and newsletters, provides assistance to participants in customizing, supplementing and further tailoring their local policies and processing administrative regulations as well as in maintaining their local policy and administrative regulations manuals. A web-based platform allows participants to access designated policy guides and administrative regulation templates, to review, edit and circulate drafts of the participant’s own content in a restricted access back-end view, and to publish to the general public final versions of their officially adopted content currently in effect via a link to a public access view of only that selected content.

Policy Guides

At the core of the Policy Maintenance Program are the policy guides, which include hundreds of templates setting forth recommended policy language developed by PSBA to assure that the governmental responsibilities of school entities can be fulfilled in a manner that reflects recommended practices and complies with legal standards and limitations. Assembled together, the policy guides form a comprehensive policy manual addressing all common aspects of school entity operations and responsibilities for which local policies are recommended, and they exist in multiple versions specific to the three standard types of Pennsylvania public school entities (school district, intermediate unit and career and technical school). Built into many policy guides are optional provisions and alternatives among which participants may choose as a means of tailoring policies to local needs and preferences. Further local customization by participants is encouraged and supported by PSBA.

Policy guides are updated and revised as deemed appropriate by PSBA to reflect changes in legal mandates and other parameters due to new legislation, regulations, court decisions or non-regulatory guidance pronouncements of state and federal agencies. Policy guides contain footnotes indicating the sources of law necessitating various provisions, with hyperlinks to those sources of law when available online.

Participants in the Policy Maintenance Program receive all new and newly-updated policy guides that are published by PSBA in the course of a program year and upon request will be provided with up to ten (10) additional policy guides per program year. The governing board of a school entity that has separately engaged PSBA for a comprehensive policy development service will have before it for adoption a complete set of the most current policy guides customized for that particular school entity. An entity that has separately engaged PSBA for a comprehensive policy review service, based on the need to bring an existing but substantially outdated local policy manual up to date, will be provided all necessary policy guides customized for that particular school entity. The policy development and policy review services are separate fee-based services that are not included in the Policy Maintenance Program or Administrative Regulations Program.

Policy News Network

Policy News Network (PNN) is an electronic newsletter published several times annually to all participants in the Policy Maintenance Program. Its function is to alert participants when new policy guides are available or existing policy guides have been updated and to deliver the new or updated guides, with explanations of why PSBA considers each update or new policy guide to be necessary or recommended, and what steps participants should take in order to incorporate the changes into their local policy manual. In addition to the new or updated policy guides and related explanations, PNN issues frequently contain additional information about related developments that may have an impact on a school entity's policy-related decisions and implementing actions. Participants may receive approximately four issues of PNN per year each including multiple new or updated policies, but the PNN is published on an as-needed basis only and there is no guaranteed minimum number of annual PNN issues.

Administrative Regulations Templates

Entities that participate in the Policy Maintenance Program may choose also to participate in the Administrative Regulations Program, which provides them access to administrative regulation templates having a function similar to that of policy guides, but which are typically approved by school entity administration to provide more detailed guidance that operationalizes and directs the implementation by staff of functions and responsibilities established in corresponding board policies. Participation in the Policy Maintenance Program is required in order to participate in the Administrative Regulations Program.

Like policy guides, administrative regulations templates are updated and revised as deemed appropriate by PSBA to reflect changes in legal mandates and other parameters due to new legislation, regulations, court decisions or non-regulatory guidance pronouncements of state and federal agencies.

Participants in the Administrative Regulations Program receive all new and newly-updated templates that are published by PSBA in the course of a program year, and upon request will be provided with up to twenty-five (25) additional templates per year. Participants have the option of purchasing a complete set of templates when they begin participating for an additional one-time fee, as an alternative to gradually building a manual of administrative regulations with what is included annually in the Administrative Regulations Program.

Policy News Network+ (PNN+)

Participants in the Administrative Regulations Program receive an enhanced version of the PNN electronic newsletter titled “Policy News Network+” or “PNN+”, which contains all information published in and with the PNN, plus additional information about new administrative regulations templates and updates to existing templates, which like the policy guides are published and made available to participants via periodic PNN+ issues.

Web-Based Policy Management System

Most components of the Policy Maintenance Program and Administrative Regulations Program are available to participants only through an internet-based, password-protected platform that provides a system enabling participating entities to efficiently manage, process, maintain and publish their local policies and (if also participating) administrative regulations. Participating entities may designate up to three (3) individuals as “authenticated users” who will be provided user names and passwords (“access credentials”) enabling them to log into the secure back-end system elements dedicated exclusively to their school entity.

Access to the web-based system is the exclusive means of receiving the PNN and associated policy guides, or the PNN+ and associated administrative regulations templates if also participating in the Administrative Regulations Program. When additional guides and templates are requested pursuant to the annual supplementary allocation, they are provided via this platform. The system provides features for internally managing the local customization and eventual drafting of local policies and administrative regulations, as well as for making the entity’s finally adopted policies and administrative regulations available to the general public on a publicly accessible system layer that can be reached via a link on the entity’s regular public

website. Participants also are able to use the system to draft, manage and publish locally developed policies and administrative regulations that do not originate with a PSBA policy guide or administrative regulations template.

The online platform for the web-based policy system is the “BoardDocs Policy Management” application, a proprietary product of the Diligent Corporation (“Diligent”), which is made available to participants pursuant to a contract between Diligent and PSBA. The platform includes a feature allowing participants to search for and view sample policies that have been finally adopted and made public by other school entities elsewhere in Pennsylvania or outside the state that use the BoardDocs web-based platform to manage their local policies.

Participating entities pay no fee in addition to applicable program participation fees for use of the BoardDocs Policy Management application. However, access to these features on BoardDocs does not include the BoardDocs paperless meeting application unless the school entity has separately subscribed to that service, for which PSBA is the reseller for designated school entities in Pennsylvania. When participants also subscribe to the BoardDocs paperless meeting service, the paperless meeting features and the policy maintenance features both are accessed through the same online interface. The issuance of access credentials to participants that also subscribe to a BoardDocs paperless meeting service is governed by the BoardDocs End User Agreement applicable to that service and is not subject to the three (3) authenticated user limit mentioned above.

Policy and Administrative Regulation Support

As part of the Policy Maintenance Program, PSBA’s Policy Services team provides quality control and administrative support for use of the web-based system and other elements of policy management needs. When PSBA is notified that a participant intends to adopt a policy not originating with a PSBA policy guide, PSBA non-lawyer policy coordinators review the content for clarity and organization and to ensure consistent formatting. PSBA does not provide legal review by attorneys of locally-developed policies or substantive changes made to PSBA policy guides, other than assistance adding links to relevant legal authorities where appropriate, but if potential problems are noted, policy coordinators will notify the participant and encourage consultation with the entity’s local solicitor. Once draft policies are finally adopted, regardless of origin, PSBA coordinators remind participants to ensure that they are properly moved from the draft policy area to the active policy area of the system where the public may have access, and that prior policies no longer in effect are properly moved to the retired policy area for historical purposes. Support for administrative regulations is limited to assistance with formatting and use of the web-based system. Online training resources, periodic web-based policy system training webinars and, upon request, individual web-based training sessions are provided for participants at no additional fee. In order to provide quality control, assistance, training and other support, selected PSBA employees have continuing online access to each participating entity’s secure back-end policy management area.

2. Copyright Acknowledgment and Permissions

YOU hereby acknowledge that the PSBA policy guides, administrative regulations templates, PNN and PNN+, including but not limited to text, formatting, style, design, numbering system and editorial enhancements (the “PSBA copyrighted materials”) are works of authorship subject to copyright owned by PSBA, and as to which PSBA reserves all rights pertaining and appurtenant to such copyright. YOU agree that you will treat the PSBA copyrighted materials in a manner consistent with such copyright and the permissions provided to YOU in this Agreement. YOU are not permitted to reproduce, distribute, republish, share, circulate, transmit, display, adapt or permit access to the PSBA copyrighted materials except in accordance with the provisions of this agreement.

PSBA grants you the following permissions for the duration of your participation in the Policy Maintenance Program and if applicable in the Administrative Regulations Program:

- (a) YOU may circulate the PSBA copyrighted materials internally to YOUR solicitor and individuals within YOUR organization having a role in YOUR adoption and management of policies and as applicable administrative regulations, including making copies as necessary in the course of those functions, provided that such copies are not circulated, distributed or otherwise provided to persons or organizations outside YOUR organization other than your solicitor or other retained counsel;
- (b) In the course of YOUR adoption process YOU may add YOUR organization’s identifying information and otherwise modify, adapt, customize and tailor the policy guides and as applicable the administrative regulations templates to suit YOUR local needs and preferences;
- (c) When YOUR governing body has finally adopted a policy based upon a policy guide or YOUR superintendent, chief school administrator or governing board has finally approved an administrative regulation based upon an administrative regulation template, YOU may make such finally adopted policies and administrative regulations currently in effect available to the general public on a continuing basis via the web-based policy management system or by other means of YOUR choosing, and copies may be made of them by others;
- (d) When versions of the policy guides or as applicable administrative regulations templates that have been modified by YOU are at the stage of your adoption process where they will be presented to YOUR governing board or committees thereof for consideration, deliberation, adoption or other official action at a public meeting, YOU may make such recommended drafts available to the public as part of meeting agenda-related materials and limited to that purpose, provided that after any policy or administrative regulation is finally adopted and becomes in effect there is no further publication of such drafts except to the extent and in the form that they constitute finally adopted policies or administrative regulations as provided in (c) above;
- (e) Only for so long as YOU maintain your participation in the Policy Maintenance Program or as applicable the Administrative Regulations Program, YOU may use the formatting, style, design, numbering system, editorial enhancements and content originating with a

PSBA policy guide or administrative regulation template in maintaining your policies and administrative regulations, including use of that formatting, style, design, numbering system and editorial enhancements in the development and maintenance of locally developed policies and administrative regulations not otherwise based upon or originating with PSBA policy guides or administrative regulations templates;

- (f) In the event that YOU receive a request for public records pursuant to the Pennsylvania law known as the “Right-to-Know Law” or its successor seeking access to the PSBA copyrighted materials, other than policies or administrative regulations having reached the stage where they constitute recommended drafts or finally adopted documents that may be made public as addressed in (c) and (d) above, and YOU have not denied the request for reasons other than PSBA copyright protection, YOU may grant access to the PSBA copyrighted materials, provided that such access shall be limited to permitting the requester to view the materials in person on YOUR premises, and shall not include the furnishing of any electronic or paper copies of the materials nor electronic display or transmission of the materials except as displayed on a device owned and controlled by YOUR organization under the supervision of an employee of YOUR organization.

3. Notification of Right-to-Know Law Requests

In the event that YOU receive a request for public records pursuant to the Pennsylvania law known as the “Right-to-Know Law” or its successor seeking access to the PSBA copyrighted materials, other than policies or administrative regulations having reached the stage where they constitute recommended drafts or finally adopted documents that may be made public as addressed in (c) and (d) of the second paragraph of Section 2 above, AND such PSBA copyrighted materials become a subject of an appeal by the requester to the Office of Open Records or successor agency, YOU shall promptly notify PSBA of such appeal so as to enable PSBA, at PSBA’s option, to participate in the appeal as an interested third party. Such notice to PSBA is NOT necessary if the request or appeal are limited only to materials that may be made public as provided in (c) and (d) of the second paragraph of Section 2 above.

4. Acceptance of BoardDocs Policy Management Acceptable Use Policy, Service Level Agreement and End User Agreement Required by Diligent Corporation.

YOUR use of the web-based policy management system via Diligent’s BoardDocs Policy Management application is subject to the terms of the BoardDocs End User Agreement for PSBA policy participants, and BoardDocs Acceptable Use Policy, Service Level Agreement, End User Agreement, Privacy Policy and Cookie Policy, each of which is available for review online at:

BoardDocs End User Agreement:

<https://www.psba.org/wp-content/uploads/2019/08/End-User-Agreement.pdf>

Acceptable Use Policy and Service Level Agreement:

<https://go.boarddocs.com/Home.nsf/legal>

(Web-Based Policy System Login Required)

Privacy Policy:

<https://boarddocs.com/privacy-policy/>

Cookie Policy: <https://diligent.com/cookie-policy/>

Terms of Use: <https://diligent.com/terms-of-use>

By using the web-based policy management system YOU accept the terms and conditions of those documents. If YOU do not wish to accept those terms and conditions, YOU are not permitted to use the system and YOU must promptly notify PSBA of your non-acceptance. Such terms and conditions shall be supplementary to those set forth in an End User Agreement applicable to a BoardDocs paperless meeting service to which YOU subscribe and shall not be construed to supersede conflicting terms and conditions.

5. Protection of Access Credentials and System Security

The number of usernames and passwords (“access credentials”) provided for the use of YOUR organization is limited to three (3), other than by exception provided for in PSBA’s contract with Diligent. This limit does not apply to participants who also subscribe to a BoardDocs paperless meeting service, for which an End User Agreement applicable to that service governs the issuance of access credentials. Designated individuals of YOUR organization to whom access credentials have been given are prohibited from sharing such credentials to other individuals within or outside of YOUR organization. No person other than designated users possessing their own access credentials shall be permitted to have access to or use of any part of the web-based policy management system that requires access credentials to use or view. Requests to terminate access credentials and/or establish new access credentials based on changes in designated users must be made to PSBA.

6. Participant Data Export

Upon YOUR request made to Diligent, Diligent will export YOUR data from the BoardDocs service database in its native format at no charge to YOU. Except as may be otherwise provided in the End User Agreement applicable to a BoardDocs paperless meeting service to which YOU subscribe, if YOU desire Diligent to convert the data into any format other than its native format, Diligent will charge YOU two-hundred and fifty dollars (\$250) per hour for such conversion services, which YOU are solely responsible for paying to Diligent. Requests for data export must be made no later than thirty (30) days after termination of YOUR participation.

7. Payment Terms

Annual fees for participation in the programs shall be in the amounts stated on the annual PSBA dues invoice, and unless participation commences partway through a program year, payment of such fees shall be made in full no later than July 15 of each year or other designated deadline printed on the PSBA dues invoice, the deadline for PSBA annual dues. Participation in the programs is limited to PSBA members in good standing, and PSBA reserves the right to suspend YOUR participation or access to the web-based policy management system in the event payment of fees or membership dues has become delinquent. Applicable annual program fees are due in their entirety on account of participation for any portion of a program year, whether or not YOUR participation is later terminated due to non-payment of fees or PSBA dues or due to YOUR withdrawal otherwise from PSBA membership. Payment of any fees that may remain due and owing on account of prior participation is required in order to resume participation.

8. Program Modifications or Discontinuation

PSBA reserves the right at its sole discretion to modify the prices, features included or offered, and other terms of participation in the programs applicable to future program years, and to require eligible entities desiring to continue participating for ensuing program years to execute amendments to this Agreement reflecting any such modifications. PSBA further reserves the right at any time to discontinue offering the programs entirely, in which case PSBA will provide YOU a pro-rata refund of fees previously paid for the program year during which the programs are discontinued by PSBA.

9. Termination Rights

YOU may voluntarily terminate your participation in the programs subject to this Agreement at any time by providing written notice to PSBA. If PSBA receives notice that YOU are terminating YOUR participation after the program year has commenced, the applicable fees for the full program year shall remain due and payable in their entirety. Fees previously paid on account of participation in such programs are not refundable in whole or part when YOU choose to terminate your participation.

YOUR participation in the programs shall be terminated without refund in whole or part of fees previously paid if YOUR organization terminates its membership in PSBA, or otherwise fails to pay the annual PSBA dues or additional fees required for participation in the programs.

PSBA may, at its option, terminate YOUR participation in the programs without refund in whole or part in the event YOU violate the terms of this Agreement or those referred to in Section 4 above.

Upon notice of termination by YOU or PSBA, YOU will be provided with official notice that access to the PNN and policy guides or administrative regulations templates will be immediately terminated, and access to the web-based policy system containing YOUR data will be terminated in 30 days. Participants that subscribe to a BoardDocs paperless meeting service will retain access to YOUR data in accordance with the terms of the BoardDocs End User Agreement.

10. Disclaimer of Warranty

The services, features, content and functionality of any component of the programs subject to this Agreement are offered and provided without warranty of any kind, express or implied.

11. Limitation of Liability

Liability of any nature arising out of this agreement other than for infringement of PSBA's copyright or other intellectual property, regardless of cause or theory of liability, shall not exceed the amount of fees paid for participation. In no event will PSBA be liable for any special, consequential, incidental, direct or indirect damages (including without limitation loss of profit) whether or not PSBA has been advised of the possibility of such loss, regardless of cause or theory of liability, whether to YOU or to any third party claiming against YOU or PSBA.

12. Force Majeure

Neither PSBA or YOU shall be liable for any delay or failure to perform any obligations under this Agreement (other than obligations of payment) if such delay or failure arises from any cause(s) beyond the reasonable control of such party, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, public health emergency, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof.

13. Choice of Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts. The application of ancillary agreements and terms as identified in Section 4 above shall be governed in accordance with the choice of law provisions contained therein.

14. Integration

The terms set forth in this Agreement constitute the entire agreement between the parties. No modifications, alterations, changes, or waiver to such terms shall be valid or binding unless accomplished by a written amendment or supplement signed by properly authorized representatives of both parties.

15. Pronouns and Plurals

Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference to the masculine gender shall be meant to include the female and neuter and vice versa.

16. Headings

The headings of any section or paragraph are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

17. Severability

The provisions of this Agreement are severable. In the event any provision is held by a court to be unenforceable, the validity and enforceability of the remaining provisions shall not be affected. Any court construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof to the extent reasonably necessary to render such provision effective and enforceable.

18. Provisions Surviving Termination

The following provisions shall survive termination of YOUR participation and continue to be binding upon YOU and PSBA:

- (a) Section 2, first paragraph and subparagraphs (c) and (f) of second paragraph (relating to copyright).

- (b) Section 3 (relating to Right-to-Know Law requests).
- (c) Section 6 (relating to export of YOUR data).
- (d) Section 7 (relating to payment terms).
- (e) Sections 10 through 17 (pertaining to disclaimer of warranty, limitation of liability, force majeure, choice of law, integration, pronouns and plurals, headings and severability).
- (f) This Section 18 (provisions surviving termination).

19. Authority

All persons signing this Agreement on behalf of PSBA and YOU hereby personally covenant and warrant that they are duly authorized to do so with binding effect.

For: _____		For: Pennsylvania School Boards Association	
Signature:		Signature:	
Name:		Name:	Christina Griffiths
Title:	Joint Operating Committee President	Title:	Chief Operating Officer
Date:		Date:	
Signature:			
Name:			
Title:	Joint Operating Committee Secretary		
Date:			