



## *New Mexico School Boards Association*

### **Objective**

The major objective for a Policy Services policy project is to analyze present policies and develop recommendations for revisions and/or refinements of existing policies and procedures, placing the policies in a coding system with cross references as needed so they may be more easily accessible. This includes recommending periodic policy changes when Federal and State action indicates,

### **Meeting the Needs**

New Mexico School Boards Association (NMSBA) uses a model policy concept. NMSBA has cross referenced its' policies with the compliance requirements of State Statute. The requirements include over 34 state laws and regulations for which the district is required to provide policies and/or regulations for compliance and over 15 Federal

Statutes or Acts. Among the latter are the McKinney-Vento Homeless Act, various parts of No Child Left Behind (Parental involvement and others), a variety of non-discrimination acts, drug and weapons laws and many others. In addition to the required policies, there are a large number of state regulations that require establishment of policy guidance for procedure and implementation.

NMSBA's model policies provide the guidance and direction for compliance with these requirements. Other compliance issues are largely of a nature that the compliance must be demonstrated rather than directed.

The National School Board Associations National Education Policy Network coding system and Code Finder are the backbone of the policy manual. Policy Services of NMSBA uses the Lexis/Nexis New Mexico Education Laws and Rules Annotated, a compendium of State laws, rules, regulations, and opinions as the primary reference source. The manual is updated periodically through the subscription process and is provided to each client district in loose leaf format and through the Internet for ease of access.

Policy Services prepares model policies as legal changes are required and assists districts with personalization of these policies on an ongoing basis. We now have the most recent policy implementation for the Family Educational Rights and Privacy Act, policies on the Pupil

Privacy Rights Act and the USA Patriot Act. Also:

- Free consultation is available on policy and other policy related issues on a daily basis.
- Typing of the policies is provided as a part of the monthly fee during the period between manual reviews, approximately four or more years.
- A complete copy of the Policy Manual will be kept on electronic media as long as the procedures outlined are followed.

NMSBA has a media technology which will provide policy linked with federal and state statute and regulations, in an interactive data base with full text and number search mode on the Internet. Additionally, a web site is maintained containing downloadable copies of each districts policy manual and the supporting Infobases of legal citations. These materials are updated as the district provides the material to NMSBA after adoption or modification of a policy and are available with changes for review or download shortly thereafter.

#### **PROCEDURES**

The steps in accomplishing the project, including the preparation of the final manual, are presented below. The steps are uniquely designed to provide a customized Policy Manual for your district.

- NMSBA will review and cross reference current district policy with NMSBA model policies.
- NMSBA policy services will meet with the district's administrators and/or governing board to review

and update the district's policy manual. The review may be conducted at the district's office or at NMSBA's office during normal work hours and will not exceed one work week.

- Upon completion of the review, NMSBA will provide the District with an updated policy manual for proof and review.
- The District will then consult with NMSBA Policy Services on any further modifications desired and upon finalization adopt the manual as a whole.
- NMSBA will make final changes as approved by the board and provide a completed district policy manual.

#### **POLICY MAINTENANCE**

NMSBA has designed the following procedures to help subscribing school districts to expeditiously and efficiently modify their policies and effectively use NMSBA Policy Advisories and other policy development services. In these procedures, "NMSBA" refers to NMSBA's Policy Services and "District" refers to the superintendent or other administrator responsible for the District's policy development.

- The District will designate one administrative secretary to maintain a master file of NMSBA Policy Advisories, route copies of Advisories to appropriate administrators for their review, and transmit and receive drafts of policies to and from NMSBA.
- Upon receipt of a Policy Advisory, the District will review



the model policies and evaluate its current policies.

- The District will send a copy of the first draft of the proposed policy or policy amendment to NMSBA for review. The first draft should be based upon NMSBA's model policy, with all deviations from the model policy noted with strikeouts and bold-face type. The District may also call NMSBA to discuss what changes are contemplated and how to forward the first draft for NMSBA's review.
- After receiving comments from NMSBA, the District will place the new or amended policy on the agenda for first review by the governing board.
- After the first review, the District will send a revised draft of the proposed policy to NMSBA for review if the governing board is considering further changes. Alternatively, the District may call NMSBA to discuss the proposed changes.
- After receiving comments from NMSBA, the District will place the proposed policy on the agenda for second review and adoption by the governing board.
- After the governing board has adopted the proposed policy, the District will send to NMSBA a copy of the adopted policy, with changes noted on the document and with the date of its adoption included.

- NMSBA will produce the final copy of the adopted policy in appropriate format and return it to the District, adding the changes to the electronic version maintained at the Internet site.
- The District will distribute copies of the adopted policy in its final form to the holder of each paper policy manual, with instructions as to where it will be incorporated in the manual. If necessary, the District may make others aware when the adopted policy has been placed on the Internet.

#### **COSTS**

The District may elect to print its' own manual from a camera ready copy (\$45) purchasing the needed dividers, index and code finder from NMSBA for \$12.50 per set. If desired, a manual, with dividers, a code finder manual and index in vinyl covered three ring binders with the district name on the front may be provided at a cost of \$85. Colors can be selected.

In connection with a District policy manual review, the District will reimburse NMSBA for all travel, meals, lodging, word processing, printing (including binders and other materials), and consulting time (in excess of a normal work day and week as proposed). The printing costs depend upon the volume of changes to the NMSBA model policies or the special policies required by the district. Usually the cost is about \$750 but can run above \$1,000. Consulting charges are

made only when the demand for time goes significantly above the five days initially allocated.

The development of the manual is accomplished on as close to a cost basis as possible. The result will be a document, in the form of a policy manual, for which there is a planned method to ensure that it will become a living document through regular and continuous updating as new requirements are imposed on the district as a result of new state and federal law, new court decisions, new state and federal regulations, Attorney General opinions, etc..

The monthly subscription fee paid over a four year subscription period will cover costs of research and development of policy, typing, mailing, electronically maintaining your manual, and providing as needed policy consultation and writing in a reasonable time period. A subscription agreement with monthly fee can be obtained from your NMSBA office. Phone 1-505-983-5041.

**Key Benefit**

NMSBA assists you in development of an *up-to-date manual* meeting the legal requirements of the state and then provide the resources to maintain the manual and the guidance to assist in its continual updating.

## NMSBA Policy Services Subscription Agreement

**Parties:**

**NMSBA**  
**New Mexico School Boards Association**  
300 Galisteo, Suite 204  
Santa Fe, New Mexico 87501

**Member School**

**Effective Date:** \_\_\_\_\_

**Agreement:**

NMSBA and the Member School mutually agree as follows:

**1. Basic Policy Services.** NMSBA will provide the following policy services:

**1.1 Policy Advisories.** The Member School will receive NMSBA Policy Advisories, memoranda that contain model policies and regulations developed by NMSBA in response to changes to or new interpretations of state and federal laws and regulations.

**1.2 Policy Amendment Assistance.** NMSBA policy services staff will assist the Member School with the revision and formatting of the Member School's policies, whether developed in response to an NMSBA Policy Advisory or at the initiative of the Member School.

**1.3 On-Call Policy Information.** The Member School may call NMSBA policy and legal services staff at any time for information or assistance concerning a specific policy matter.

**1.4 Policy Manual Reviews.** NMSBA policy services will meet with the Member School's administrators and governing board to review and update the Member School's policy manual upon the Member School's request once every four or five years. The review will be conducted at the Member School's office or at NMSBA's office during normal work hours and will not exceed one work week. Upon completion of the review, NMSBA will provide the Member School with one updated policy manual ready for review.

**1.5 Policy Reference Manual.** The Member School will receive the NMSBA Policy Reference Manual, a compendium of New Mexico laws, court decisions and a summary of attorney general opinions that relate to the development and application of Member School's policies.

**2. Reimbursement of Costs.** All costs incurred by NMSBA will be borne by NMSBA, except for the following:

**2.1 Policy Manual Reviews.** In connection with a Member School policy manual review, the Member School will reimburse NMSBA for all travel, meals, lodging, word processing, printing (including binders and other materials), and consulting time in excess of a normal work day and week.

**2.2 Requests for Special Word Processing.** The Member School will reimburse NMSBA for requested word processing and other clerical services provided as a result of the Member School's request for extensive changes to NMSBA's model policies.

**2.3 Site Visits.** Time and travel expenses for requested on-site meetings will be charged at a standard NMSBA rate, plus consulting time, as mutually agreed upon at the time of request.

**3. Policy Development Procedures.** The Member School will use the National School Boards Association coding and title system, with NMSBA's local modifications, and will use its best efforts to develop its policies and regulations in accordance with the procedures attached as Exhibit A to this Agreement.

**4. Electronic Services Provision.** The Computer Customized and Integrated Policy Support System (CCIPSS) are provided as a part of the Policy Services Agreement.



**4.1 License.** NMSBA grants to the Member School a nontransferable license to use its Computer Customized and Integrated Policy Support System (CCIPSS), cross-platform, software data bases (infobases) that contain the Member School's policy manual, New Mexico Education Laws and Federal Statutes and rules. NMSBA will update the CCIPSS at least once each year and deliver it through electronic transfer.

**4.2 Equipment Requirements.** The Member School will provide its own access to the internet for viewing the CCIPSS infobases available thereon. The Member School will obtain, at its own cost, one or more user licenses for FolioVIEWS Infobase Manager version 4x and is responsible for insuring the proper capacity and configuration of its computers used to operate any self-contained version of the CCIPSS.

**4.3 Policy Maintenance Procedures.** The Member School acknowledges that new amendments to a policy or policies will not be incorporated into the CCIPSS until the CCIPSS is updated by NMSBA, and that such policies and amendments must be maintained by the Member School during the interim period prior to a CCIPSS update by (i) maintaining a paper copy of the Member School's current policy manual, (ii) entering notations into the CCIPSS database and (iii) copying information from the website on the Internet into the CCIPSS infobase.

## **5. Restrictions on Electronic Services.**

**5.1 Proprietary Rights and Obligations.** The CCIPSS is valuable property. The Member School will not make or permit to be made copies of the CCIPSS or portions thereof, except as necessary for its own operations. The Member School agrees not to modify, adapt, translate, decompile, disassemble or create derivative works based on the CCIPSS. Software and security codes for access to the infobases other than the Member School's policy manual will be made available only to Member School officers (administrators and board members).

**5.2 FolioVIEWS License Restrictions.** The CCIPSS is published in a format developed by Folio Corporation. The Member School agrees to abide by all restrictions relating to the license issued by Folio Corporation for the use of FolioVIEWS Infobase Manager.

**5.3 Limited Warranty and Liability.** The CCIPSS is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The Association does not warrant that functions contained in the CCIPSS will meet the Member School's requirements or that the operation of the CCIPSS will be uninterrupted or error free. In no event shall the Association be liable for any damages whatsoever (including, without limitation, damages for loss of savings, business interruption, loss of business information or other pecuniary losses) arising from use or inability to use the CCIPSS.

**6. Payment for Services.** The Member School will pay to NMSBA the sum of \$385 per month during the term of this Agreement. Advance payment is due on or before the first day after each month.

**7. Term.** The term of this agreement is 48 months, commencing as of the date set forth above.

**8. Termination.** The Member School may terminate this Agreement at any time by delivering written notice to NMSBA, destroying all electronic and copyrighted paper copies of the manual and support Infobases and providing written assurances that the electronic materials (Infobases and electronic extrapolations or copies in other formats) have been destroyed and removed from computers of agents and employees of the District.

**9. Condition Precedent.** NMSBA's obligation to provide services pursuant to this Agreement is subject to the condition that the Member School is at all times a member in good standing of NMSBA.

## **10. General.**

**10.1 Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes any previous subscription agreements and any other prior understandings and agreements, written or oral, respecting the subjects discussed herein.

**10.2 Governing Law.** This Agreement shall be governed by the laws of the state of New Mexico.

**10.3 Attorney's Fees.** The prevailing party in any litigation, arbitration or other proceedings arising out of this Agreement shall be reimbursed by the other party for all costs and expenses incurred in such proceedings, including reasonable attorney's fees.

**Acceptance:**

New Mexico School Boards Association

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By: \_\_\_\_\_  
Date:

By: \_\_\_\_\_  
Date:

## POLICY DEVELOPMENT PROCEDURES

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- o The Member School will distribute copies of the adopted policy in its final form, with instructions as to where it will be incorporated in the Member School's policy manual.