

Idaho School Boards Association, Inc.

PO Box 9797, Boise, Idaho 83707-9797 Phone (208) 854-1476

POLICY MANUAL REWRITE CONTRACT

- The Policy Services Department of the Idaho School Boards Association, Inc., (hereinafter "ISBA") will work cooperatively with Minidoka County School District No. 331 (hereinafter "District") in a project to be known as "Minidoka County School District Policy Manual Rewrite".
- 2. ISBA will provide the following services (unless otherwise agreed to by both parties):
 - A. <u>Policy Search and Analysis</u>. ISBA will conduct a thorough search of your current policy manual for both explicit and implicit policies and procedures. This material will be analyzed for appropriateness for use in the new manual adopted by the District.
 - B. <u>Codification and Editing</u>. ISBA will code all documents to be included in the manual according to the ISBA Policy Codification System,
 - C. <u>Policy Recommendations</u>. ISBA will identify areas where policy is lacking or in need of change and will provide sample policies for consideration. ISBA will review existing policies for acceptability and may recommend changes as necessary.
 - D. <u>Preparation and Presentation of Draft Sections</u>. ISBA will prepare a draft of all policies appropriate for inclusion in each section of the policy manual for District review. Draft policies for each section will be provided to the District electronically. At this time, recommendations for changes and/or additional policies may be made. The District will adopt, amend, or delete policies and advise ISBA of desired changes.
 - E. <u>Revisions</u>. ISBA will make revisions and corrections to the contents of each draft section as directed by the District's project liaison appointed by the Board unless such changes are prohibited by law or rule.
 - F. <u>Final Sections Provided in Electronic Format</u>. ISBA will provide the District with an electronic file containing the policy manual in the final format in Word for each section. The District shall keep each section up to date after receipt of the final version of each section from ISBA via the Policy Update Service.

- 3. The above services shall be carried out according to a timetable developed by ISBA. ISBA is not responsible for delays resulting from causes outside its control. ISBA shall not provide more than two (2) sections at any time to the District. Failure by the District to provide all proposed edits for a section after three (3) months from the delivery of the section by ISBA to the District may cause ISBA to declare that section to be finalized with no further edits.
- 4. Once the District has received each final section in electronic format, the District shall copy each section onto a hard-drive in the District office to be backed up regularly to ensure that the manual can be kept up to date as revisions are made. The District is responsible for compiling each final section into its policy manual. ISBA will not be responsible for failure of the District to compile a complete manual.
- 5. It is agreed that the District will maintain membership in ISBA and shall be, or become, an annual subscriber to the ISBA Policy Update Service. Failure by the District to maintain a membership in either ISBA or ISBA Policy Update Service shall relieve ISBA of all unfulfilled responsibilities under this contract.
- 6. The total service fee for this project is \$7,000. This project will be paid for upfront by the District. Therefore, there will be a payment of \$7,000 to accompany return of the signed contract to ISBA.
- 7. The District agrees to provide assistance to ISBA. The District shall:
 - A. Furnish ISBA with one (1) copy of the current policy manual in MS Word format and any other pertinent documents;
 - B. Review every policy in each draft section provided.
 - C. Provide administrative assistance and information during the policy review, upon request.
 - D. Supply documentation for changes to each draft section pursuant to the timeframes referenced in paragraph 3 above.
 - E. Timely respond to questions from ISBA staff.
 - F. The District designates the board clerk (or their successor) to serve as liaison to ISBA during the performance of this contract.
- 8. This agreement may be modified at any time by the mutual written agreement of both parties.
- 9. This policy service does not include any comments, suggestions or recommendations regarding any other documents or publications of the District, such as administrative rules, regulations, procedures, school manuals, faculty handbooks, student handbooks, negotiated agreements, contracts, exhibits, forms or other school documents not specifically contained in and designated as policies of the District.
- 10. The school board of the District is a member of ISBA, and as a service to its member, ISBA is an independent contractor, providing the services under this Agreement in order to promote the economy and efficiency of the District's operations. Neither party shall be responsible to any third party, have authority to bind the other, or otherwise be

authorized to act in any way as a representative of the other unless otherwise expressly agreed to in writing, signed by both parties hereto.

- 11. ISBA's liability for damages to the District for any cause whatsoever, and regardless of the form of action, whether in contract or in tort (including negligence), shall be limited to the price of the services to be performed under this Agreement.
- 12. This Agreement constitutes the entire agreement between the parties in relation to this subject matter and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendments to this Agreement must be in writing, approved by each of the parties, and executed by an authorized person.
- 13. Section 67-2359, Idaho Code, prohibits the Minidoka County School District from contracting with any company unless it certifies that it is not currently owned or operated by the government of China either in whole or in part and will not be for the duration of the contract. By entering into this agreement, ISBA affirms our organization is not currently owned or operated by the government of China either in whole or in part and will not be for the duration of the contract.

Signatures of the duly authorized representatives of the ISBA and the District indicate that this Agreement has been ratified by their respective governing boards.

Dated thisday of, 2024.	Dated this day of, 2024.
MINIDOKA COUNTY SCHOOL DISTRICT NO. 331	MINIDOKA COUNTY SCHOOL DISTRICT NO. 331
By: Russ Suchan Board Chair	By: Spencer Larsen Superintendent
Dated thisday of, 2024.	Dated thisday of, 2024
IDAHO SCHOOL BOARDS ASSOC., INC.	IDAHO SCHOOL BOARDS ASSOC., INC.
By: Misty Swanson Executive Director	By: April Hoy Research & Policy Specialist

IDAHO POLICYSERVICES

Idaho School Boards Association, Inc.

PO Box 9797, Boise, Idaho 83707-9797 Phone (208) 854-1476

December 9, 2024

Russ Suchan & Spencer Larsen Minidoka County School District No. 331 310 10th Street Rupert, ID 83350

Dear Russ Suchan and Spencer Larsen:

The Minidoka County School District No. 331 and the Idaho School Boards Association have agreed to conduct a Blended Policy Rewrite as described in the attached contract in lieu of the Fresh Start Policy Rewrite described in the contract signed in September of 2024.

The cost of the Fresh Start Policy Rewrite shall be credited toward the cost of the Blended Rewrite. The remaining cost of this Blended Policy Rewrite shall be \$3,000.

Please sign and return this letter to indicate the District's approval of this change in the Policy Rewrite.

Russ Suchan, Board Chair	Date	
Spencer Larsen, Superintendent	Date	

Sincerely,

Misty Swanson Executive Director

Misty Twason

April Hoy

Research & Policy Specialist