SDE Reviewed and Approved 4/4/2017

STATE OF IDAHO
SUPERINTENDENT CONTRACT FORM

THIS CONTRACT, Made this 12th day of February year of 2019, by and between Shoshone Joint School District No. 316, Shoshone, Idaho in Lincoln and Jerome Counties, State of Idaho (hereinafter called the District), and Dr. Robert E. Waite (hereinafter called the Superintendent),

WITNESSETH:

1. That the District hereby contracts to and does hereby employ said Superintendent as Superintendent of Schools of Shoshone Joint School District No. 316, Shoshone, Idaho in Lincoln and Jerome Counties, State of Idaho, for a period of three years (twelve months per year), beginning July 1 in the year of 2019, and extending to June 30 in the year of 2022, at a salary of One Hundred Six Thousand Dollars and no/cents ($106,000) the first year, One Hundred Nine Thousand Dollars and no/cents ($109,000) the second year, and One Hundred Twelve Thousand Five Hundred Dollars and no/cents ($112,500) the third year. Said salary shall be paid in equal monthly installments on the 25th day of each month for such services, the first payment to be made on July in the year of 2019.

2. In consideration of the promises and agreement of the District hereinbefore recited, the Superintendent agrees to assume the duties of Superintendent of Schools at Shoshone, Idaho on 1st of July in the year of 2019, and to faithfully perform and discharge the same to the best of his/her ability as directed by the Board of Trustees, and to comply with the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education, and such regulations, directives and policies as the Board of Trustees may legally prescribe which are, by reference, incorporated in and made a part of this contract as though fully set forth herein.

3. It is further agreed that the Superintendent will have authorization to attend, at District expense, all meetings of the State Board of Education or the State Superintendent of Public Instruction to which the Superintendent is invited, and that the Board of Trustees will adopt policies pertaining to attendance at other professional meetings and conferences including expenses of travel.

4. It is hereby mutually stipulated and agreed by and between the parties that nothing herein contained shall operate or be construed as a waiver of any of the rights, powers, privileges, or duties of either party hereto, by and under the laws of the State of Idaho, otherwise than is herein expressly stated, and that no property rights attach to this Contract beyond the term of this Contract.

5. The terms of this Contract shall be subject to amendment and adjustment to conform to the terms of any negotiated agreement between the parties as long as those terms do not conflict with the terms of this Contract.

IN WITNESS WHEREOF the District has caused this instrument to be executed in its name by its proper officials and the Superintendent has executed the same all on the date first above written.

SHOSHONE JOINT SCHOOL DISTRICT NO. 312, SHOSHONE, IDAHO, AND LINCOLN AND JEROME COUNTIES, STATE OF IDAHO

Attest:

Heather Wallace 3-12-19

CLERK, BOARD OF TRUSTEES DATE

BY Anthony A. Bozzuto 4-9-19

CHAIRMAN, BOARD OF TRUSTEES DATE

[signature] 3-12-19

SUPERINTENDENT DATE

This contract form was approved by the State Superintendent of Public Instruction. Any other form must be approved by the State Superintendent, and reviewed for reapproval every three years. A "Benefits Addendum" approved by the district board of directors shall be attached to the contract.

SUPERINTENDENT EMPLOYMENT CONTRACT (Draft addendum)

THIS EMPLOYMENT CONTRACT, made and entered into this day February 12, 2019 , by and between the Board of Directors of Shoshone School District ("District"), and Robert Waite ("Superintendent").

The District and Superintendent, for the consideration hereinafter specified, agree as follows:

A. TERM OF AGREEMENT

This agreement replaces any previous agreements. In consideration of the promises of Superintendent, the District hereby employs, and for the consideration hereinafter stated Superintendent accepts employment as Superintendent of Schools for a period commencing July 1, 2019 and ending on June 30, 2022, subject to earlier termination pursuant to provisions of Section E. hereof. The work year will be 1664 hours, for calculation purposes the number of work days will be 208 per year. The general work day will flex based on needs determined by the superintendent, depending upon the day, the time of year and the schedule.

B. DUTIES

1. The Superintendent is the chief executive officer of the District.

2. The Superintendent is responsible for carrying out all policies, rules, and regulations established by the District's Board of Directors ("Board").

3. In cases not specifically addressed in board policy, the Superintendent shall take appropriate action and report significant actions to the Board.

4. All District personnel, except the District auditor and legal counsel for the District are responsible to the Superintendent.

5. The Superintendent shall make rules and regulations for school personnel necessary to fulfill the policies of the Board. The Superintendent shall delegate responsibility and assign duties. Such action does not relieve the Superintendent from final responsibility for district operations.

6. The Superintendent, or a designated representative shall be present at any and all meetings of the Board.

7. The Superintendent is the Budget Officer of the District, custodian of school funds, and is responsible for preparing and submitting budget forms for all funds to the Board.

8. The Superintendent shall approve and direct all purchases and expenditures within the limits of the budget approved by the Board.

9. The Superintendent shall recommend to the Board for appointment all personnel required for positions in teaching, operations, and maintenance.

10. The Superintendent shall ensure regular evaluation of all District employees as provided for by law and Board Policy.

11. The Superintendent shall plan means to keep the community informed about school matters and shall serve as a representative of the schools before the public.

12. The Superintendent shall remain eligible to serve as the district superintendent according to Idaho law.

13. The Superintendent agrees to devote full time, skill, labor, and attention to his employment hereunder during the term of this contract; provided, however, that the Superintendent, may undertake consultative work,

speaking engagements, writing, lecturing or other professional duties and obligations.

14. The Superintendent shall share a general work schedule for the year.

C. COMPENSATION

1. In consideration of a salary of $106,000 for 2019-2020 and $109,000 for the 2020-2021, and $112,500 for the 2021-2022 school years, the Superintendent agrees to lawfully and faithfully perform the duties of Superintendent and to serve as Chief Executive Officer of the District. The annual salary shall be paid in twelve equal monthly installments. The District will pay for the employer's contribution to IPERS as required by law. The Superintendent is responsible for the legally mandated employee's portion of IPERS.

2. The Board shall provide payment of IASA dues.

3. The Superintendent will be granted twelve (12) days of sick leave annually.

4. The Superintendent may attend formal or informal professional meetings, the reasonable expense of such to be paid by the District.

5. The Superintendent will be entitled to 16 days of paid vacation annually, in addition to all school holidays, Christmas vacations, Spring vacations and legally mandated holidays. The annual leave will carry over from year to year for the life of the contract to a maximum of 32 at any one time. Vacation time may be converted to salary or retirement contribution at the daily rate upon request of the Superintendent. Any vacation days above the 32-day limit will be converted to salary.

6. Leaves of absence, such as personal business, family illness or injury, bereavement, and emergency leaves are provided when appropriate as specified in the agreement with other certified staff.

7. Medical, dental, and vision insurance for the Superintendent will be provided as specified in the agreement with other certified staff. The Superintendent will choose the coverage. Life insurance and long term disability insurance will be provided by the district.

8. Tuition reimbursement or payment will be provided with a cap of $4,000 per year, unused amount will be converted to salary or retirement contribution as of May 1. The district will provide a reasonable amount of release time for professional development as selected by the superintendent, including additional credit courses.

9. A technology allowance of $85 a month will be provided.

10. The Superintendent will be reimbursed for all reasonable administrative expenses incurred in the performance of his duties.

D. EVALUATION

In accordance with applicable laws, the Board and the Superintendent shall meet open session, unless a closed session is allowed by law and requested by the Superintendent for the purpose of mutual evaluation of the performance of this contract and for expressing recommendations and observations on how such performance may be continually improved in accordance with the procedures in the attachment to this contract. The time and date of the session shall be agreed to by the Board and the Superintendent sufficiently in advance to permit adequate preparation for a constructive exchange of views. In accordance with law, the district will hear specific complaints about the Superintendent in executive sessions only, unless an open session is requested by the Superintendent.

The board, collectively and individually, agrees that complaints, concerns, question, or any issue about district programs and/or employees including the Superintendent will be forwarded to the Superintendent for study. These issues will be forwarded to the Superintendent in a timely manner and will not be withheld.

Evaluation format will be mutually agreed upon by the Board and the Superintendent. However, any such agreement will have to comply with current Idaho law and be conducted in accordance with those laws. Any forms

or documents required to be submitted to the state will be submitted.

The Board and Superintendent will regularly discuss Superintendent/Board relationships in either open or executive session as applicable laws may require.

E. DISCHARGE

Throughout the term of this contract, the Superintendent shall be subject to discharge for malfeasance or moral turpitude with 90 days written notice, provided, however, that the Board does not arbitrarily or capriciously call for his dismissal, and that the Superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, expenses and fees incurred therefore will be incurred by the Superintendent. The Board may terminate the contract without any showing of cause upon 30 days written notice and the tendering of 12 months of the Superintendents salary and benefits, or the balance of the salary and benefit payments due under this Contract whichever is less. This payment will be considered payment for past work and will end the districts relationship with the Superintendent. If the Superintendent intends to act to terminate this employment contract before the termination date he will give at least 45 days' notice. It is agreed that the district will accept such request. The Superintendent will inform the board chair should he become a finalist for another position.

F. RENEWAL OF EMPLOYMENT CONTRACT

The parties may agree to enter into a new contract at the conclusion of this one. The decision to enter into subsequent contract will be made no later than January 31, 2021.

F. PROFESSIONAL LIABILITY

The District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.
If, in the good faith opinion of Superintendent, conflict exists regarding legal defenses to a third party claim against the Superintendent and District, (i.e. pressing the defense of one party would tend to injure the other party,) the Superintendent may engage separate counsel, and the District shall indemnify the Superintendent for the costs of such counsel, subject to the same limitations, provision, and exceptions set forth above. The district shall not, however, be required to pay the costs of any legal proceeding in the event the District and the Superintendent have adverse interest in any litigation.

F. CONTRACT MODIFICATIONS

The parties may mutually agree to modify the terms of this contract. Such modification will be in writing and signed by both parties.

IN WITNESS THEREOF, the District, pursuant to the authority of it's Board of Directors, by resolution duly and regularly adopted on XXX has caused two originals of this agreement to be signed in the name of the District by the Chairman of the School Board and the Superintendent has hereunto affixed his hand and seal the day and year hereinabove mentioned.

Shoshone School District

Chairman

Date 3-12-19

Superintendent

Date 3-12-19