

STATE OF IDAHO: SUPERINTENDENT CONTRACT

THIS CONTRACT, made this 12 day of JUNE, year of 2023, by and between EMMETT INDEPENDENT SCHOOL DISTRICT No. 221, EMMETT, Idaho in GEM County, State of Idaho (hereinafter called the District), and CRAIG WOODS (hereinafter called the Superintendent),

WITNESSETH:

1. That the District hereby contracts to and does hereby employ said Superintendent as Superintendent of Schools of EMMETT INDEPENDENT School District No. 221, EMMETT, Idaho in GEM County, State of Idaho, for a period of THREE (3) years (twelve months per year), beginning JULY 1ST, in the year of 2023, and extending to June 30 in the year of 2026, at a salary of One Hundred Twenty-Nine Thousand Eight Hundred Twenty-Eight and 00/100 Dollars (\$129,828.00) the first year, with an annual two percent (2%) increase in salary for each of the succeeding years until this Contract has been fulfilled. Said salary shall be paid in equal monthly installments on the 26th day of each month for such services, the first payment to be made in JULY of the year of 2023.
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 EMMETT INDEPENDENT SCHOOL DISTRICT NO. 221, EMMETT, Idaho, on JULY 1ST in the year of 2023, and to faithfully perform and discharge the same to the best of his 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.

EMMETT INDEPENDENT SCHOOL DISTRICT NO.221 in GEM COUNTY, STATE OF IDAHO

Craig Woods SUPERINTENDENT

[Signature] CHAIRMAN, BOARD OF TRUSTEES

Attest: Angela Mattingley CLERK, BOARD OF TRUSTEES

ADDENDUM TO SUPERINTENDENT CONTRACT

THIS CONTRACT ADDENDUM is made and entered into by and between the Emmett Independent School District No. 221, ("District") and Craig Woods ("Mr. Woods"). As the District's Superintendent of Schools is expressly excluded from the District's Collective Bargaining Agreement with Certificated Professional Employees and the Superintendent of Schools is a singular position, which would make the creation and maintenance of numerous policies for a single position overly burdensome, the below matters address the conditions of employment for the District's Superintendent of Schools.

The District hereby employs Mr. Woods as its Superintendent of Schools ("Superintendent"), and Mr. Woods hereby accepts such employment, upon the following additional terms and conditions herein set forth:

- 1. Consideration of Superintendent of Schools Contract — Notice and Renewal**
 - A. Consistent with District Policy for each year that the Contract is in effect, the Board will review:
 1. The performance of Mr. Woods's performance, including the goals for the performance of Mr. Woods and the District under the leadership of Mr. Woods as established between the District's Board and Mr. Woods,
 2. The professional plans and goals of Mr. Woods, and
 3. The District's progress on its Continuous Improvement Plan.
 - B. The purpose of the review by the Board will be to determine whether or not to extend the contract by an additional year, or alternatively, to allow the Contract to continue towards its expiration date.
 - C. Renewal or extension of this Contract and/or the entry into a Contract as Superintendent of Schools shall be at the sole discretion of the Board of Trustees.
 - D. If it is determined that the Parties wish to renew or extend this Contract, the parties shall sign an Addendum reciting the new expiration date and shall attach it to this Agreement.
 - E. At any time should Mr. Woods not wish to have his contract extended, he shall so notify the Board no later than the end of the twenty-four (24) months preceding the date the Contract would otherwise expire.
- 2. Salary**
 - A. All salary payments to the Superintendent shall be subject to withholding for such items as state and federal taxes, FICA and PERSI retirement as well as any optional withholdings at the request of Mr. Woods.
- 3. Adjustment to Salary**
 - A. Subsequent to the 2023-24 school year, Mr. Woods will receive an annual increase of two percent (2%) of his salary the previous year.
 - B. Beginning the 2023-24 school year, Superintendent shall receive an amount equal to two percent (2%) of his annual salary that shall be direct deposited into the Superintendent's PERSI 401 account. It shall be the Superintendent's responsibility to create the PERSI 401 account into which said funds will be deposited.

4. Responsibilities.

- A. Mr. Woods shall serve as the Chief Executive Officer and the Educational Leader of the District, responsible for carrying out the educational, managerial and administrative responsibilities for the care and maintenance of the District.
- B. Mr. Woods shall have such powers and duties as allowed a Superintendent of Schools by the laws of the State of Idaho, the rules and regulations of the State Board of Education, the Code of Ethics of the State Board of Education and the lawful Policies and Procedures of the District's Board of Trustees, now in effect or hereafter prescribed.
- C. In the exercise of his authority, Mr. Woods shall act in the best overall interest of the District, its students and Board.
- D. The specific duties of the Superintendent as identified in a written job description are subject to modification by the District through amendment of Board Policy, with review between the Board and Superintendent.

5. Organization/Reorganization.

- A. Subject to Board Policy, Mr. Woods will have the authority to organize, reorganize, and arrange the administrative and supervisory staff, including instruction, business affairs and any other support services, in the manner which in his judgment best serves the needs of the District.
- B. Significant reorganizational activities shall be reported to the District's Board prior to implementation.

6. Full Time and Attention

- A. Mr. Woods hereby agrees to devote on a full time basis his time, skill, labor, and attention to his employment during the term of his Contract; however, Mr. Woods, with the prior written consent of the Board may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations in accordance with state law, provided that such activities do not interfere with his responsibilities to the District. When performing such consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, Mr. Woods shall do so outside of the normal District working hours or use vacation or personal leave.
- B. Except for leave of vacation, personal time and sick leave, as authorized by this Agreement or otherwise by Board Policy or applicable law, Mr. Woods shall be at work in the service of the District on those days that the Board of Trustees requires that the District's Office be open.

7. Meetings.

- A. Mr. Woods shall attend all meetings of the Board, including Executive Sessions except when his absence is authorized and/or excused by the Board.
- B. Mr. Woods shall advise the Board as needed regarding the laws applicable to Open Meetings and Executive Sessions.

8. Evaluation and Board/Superintendent Relationship.

- A. The Board of Trustees shall evaluate the performance of Mr. Woods at least twice annually and shall devote a portion of at least two meetings to discuss his performance. Such evaluation shall be performed through use of the Board approved evaluation instrument as such may be amended from time to time.

1. Unless otherwise agreed in writing, one such meeting shall be in the December/January time frame for the purpose of mid-year feedback, and the second meeting shall be no later than the last Board Meeting in June.
 2. Performance shall be reviewed in relation to the District meeting its goals and progress on its Continuous Improvement Plan and specified and identified goals for Mr. Woods and the District as previously determined by Mr. Woods and the District.
- B. At the close of the oral evaluation the Board shall provide Mr. Woods with a written evaluation for placement in his personnel file.
- C. The Board and Mr. Woods shall work together to review and maintain the Superintendent Evaluation Form, consistent with District needs and applicable law.
1. The District's evaluation instrument will provide for evaluation in all areas of the Superintendent's position and otherwise comply with the requirements of Idaho Code 33-513 and any provision of the Idaho Code and/or Idaho Administrative Procedures Act which may be applicable.
 2. The instrument shall include a provision addressing the District's progress on its Continuous Improvement Plan as required for inclusion by Section 33-320, Idaho Code.

9. Insurance and Other Benefits.

Except as specifically provided for herein, Mr. Woods shall be provided with the same fringe benefits, including sick leave, personal leave, contributions to health insurance and any other insurance plans, etc., as are made available to other certified administrative employees of the District.

Such benefits may be changed or eliminated at any time at the discretion of the Board, so long as any changes are uniformly applicable to all certified administrative employees of the District.

A. Sick Leave.

1. Mr. Woods shall be entitled to twelve (12) days of paid sick leave each year.
2. Sick Leave may be cumulative in the same manner as applicable to any other certificated employee.

B. Paid Holidays/Vacation Leave

1. During the course of the year, Mr. Woods shall be entitled to ten (10) paid holidays: July 4, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, one day during Spring Break and Memorial Day. The annual salary per this agreement includes the compensation for those holidays. Mr. Woods shall not be expected to work on holidays, nor on other days that the District's Office is closed, such as weekends, Spring Break and Winter Break.
2. In addition, Mr. Woods shall be entitled to fifteen (15) paid vacation days annually. Mr. Woods shall inform the Chair of the Board in advance about scheduling a vacation of five days or longer, and the Board shall have the authority to require Mr. Woods to take such vacation at a different time.
3. Vacation days not used in one year may be carried over to the next year and be allowed to accumulate to a maximum of fifteen (15) working days in any one year.
4. Before the end of each year (June 30), Mr. Woods shall be entitled at his option to obtain additional compensation in lieu of vacation days, up to a limit of ten (10) days.

- a. To exercise that option, he shall submit to the Business Office before June 30th a written request that states the number of days, but no more than ten (10) days, that he wishes to exchange for compensation.
 - b. Compensation shall be calculated at the per diem rate of the of his annual salary for that year.
5. Upon termination of this Contract, Mr. Woods shall be paid for unused vacation days, up to the Contract limit of fifteen (15) days, at the salary rate that was in effect during the school year that the vacation was earned.
- a. Unused vacation in excess of the accumulation limit as of the last day of each Contract year shall be lost.
 - b. Any remaining vacation days will be lost without compensation.
 - c. Vacation accounting will be on first in, first out basis.

C. Personal Leave

1. Mr. Woods shall be given four (4) paid personal leave days per year for personal business.

10. District Technology and Equipment.

A. In order to enhance the ability to manage the District, the District will provide adequate technology to Mr. Woods to perform such duties. Such technology equipment may include, but not necessarily be limited to:

1. Smartphone or stipend to compensate for the costs of such smartphone.

B. All technology and equipment provided to Mr. Woods shall remain the property of the District. Upon cessation of the employment relationship, Mr. Woods shall return all technology and equipment to the District.

11. Expenses Incurred in Furtherance of District Business.

Reasonable and necessary expenses incurred by Mr. Woods, during the course of District business, shall be addressed through the use of the issued District credit/debit card and/or through the District's reimbursement procedure. All such expenses are reviewed by the District's Business Manager for compliance to guidelines and code assignment and by the Board as part of its financial oversight obligations.

12. Discharge for Cause.

- A. Throughout the term of this Contract, Mr. Woods shall be subject to discharge for sufficient cause.
- B. Additionally, Mr. Woods shall be subject to discharge for any material violation of any lawfully approved rules or regulations of the Board of Trustees, a material violation of any directive of the Board, a material violation of any provision of the Idaho Code of Ethics for Professional Educators, material financial mismanagement of the District or any conduct which could serve as grounds for the revocation of any certification issued by the State Department/Board of Education.

13. Savings Clause.

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract shall remain in force.

Signatures below:

EMMETT INDEPENDENT SCHOOL DISTRICT NO.221 in GEM COUNTY, STATE OF IDAHO

Kay Wood SUPERINTENDENT

[Signature] CHAIR, BOARD OF TRUSTEES

Attest: *Angela Mattingly* CLERK, BOARD OF TRUSTEES