

STATE OF IDAHO: SUPERINTENDENT CONTRACT

THIS CONTRACT, made this 17th day of June year of 2024, by and between West Bonner County School District No. 83, Priest River, Idaho in Bonner County, State of Idaho (hereinafter called the District), and **Spacek, Kim A.** (hereinafter called the Superintendent),

WITNESSETH:

1. That the District hereby contracts to and does hereby employ said Superintendent as Superintendent of Schools of West Bonner County School District No. 83, Priest River, Idaho in Bonner County, State of Idaho, for a period of **2 years** (twelve months per year), beginning July 1st in the year of 2024, and extending to June 30 in the year of 2026, at a salary of **One Hundred Twenty-Two Thousand Eight Hundred Eighteen and 00/100 Dollars (\$122,818.00)**. 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 25th, in the year of 2024.
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 West Bonner County School District, Idaho on July 1st in the year of 2024, 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.

WEST BONNER COUNTY SCHOOL DISTRICT NO.83 in BONNER COUNTY, STATE OF IDAHO

Kim Spacek SUPERINTENDENT
Margaret W. Hall CHAIRMAN, BOARD OF TRUSTEES
 Attest: [Signature] CLERK, BOARD OF TRUSTEES

WEST BONNER COUNTY SCHOOL DISTRICT #83

BONNER COUNTY, IDAHO

SUPERINTENDENT CONTRACT ADDENDUM

It is hereby agreed by and between the Board of Trustees of West Bonner County School District #83, located in Bonner County in the State of Idaho, hereinafter referred to as the Board, and **Spacek, Kim A.** hereinafter referred to as Superintendent, that the Board in accordance with its action at its regular meeting on **June 17, 2024** had and does hereby addend the Superintendent's Contract with **Spacek, Kim A.** as Superintendent of West Bonner County School District #83.

I. BENEFITS

The Superintendent shall be provided with at least the same benefits as West Bonner County School District employees.

II. VACATION AND SICK LEAVE

The Superintendent shall inform the Clerk in advance of the use of vacation leave. Vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties. The following vacation, sick, and personal leave days will be based off of the 243-day District Work calendar. The Superintendent shall be entitled to vacation days totaling TWENTY (20) DAYS per year. The Superintendent shall be entitled to sick days totaling TWELVE (12) days per year. In addition, the Superintendent will be granted FIVE (5) days per year of personal leave. Such personal leave shall not accumulate for any purpose and may not be carried over to subsequent years while serving as the district's Superintendent. Any accumulated unused vacation days shall be paid to the Superintendent upon termination of employment, not to exceed TWENTY (20) days in total, at his daily rate (to be calculated by dividing the number of days of the contract by the contract amount).

III. WORK SCHEDULE

The Superintendent's work schedule shall be the same as the district office work calendar. The Superintendent shall be entitled to the following holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) for days off, as are other certified district administrators.

IV. COMMUNICATION

The Board, individually and collectively, agrees to promptly refer criticisms and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall, as appropriate, inform the Board of problems which arise so the Board Members can be prepared to deal with such questions within the District. The Board shall provide bi-annual evaluation, one of which shall be in written form as mutually agreed upon.

V. GOALS AND OBJECTIVES

The Board and Superintendent shall meet as soon as possible to establish District goals and objectives for the school year and review these goals prior to the end of the term of this contract. The Board shall consider the District goals and objectives, in addition to other appropriate criteria, in their evaluation of the Superintendent.

VI. OUTSIDE WORK

The Superintendent, with the approval of the Board, may undertake consultative, speaking engagements, writing, lecturing or other professional duties and obligations that do not conflict with his duties as Superintendent.

VII. PROFESSIONAL MEETINGS

The Superintendent may attend appropriate professional meetings at the local and state level, with reasonable expenses at said attendance to be paid by the District. The Superintendent may also attend appropriate national level professional meetings upon approval by the Board, with reasonable expenses at said attendance to be paid by the District. Expenses for any of these meetings must be within the amount approved in the district budget.

VIII. ACCESS TO COUNSEL; INDEMNIFICATION

When acting on behalf of the District or in the performance of any duties or responsibilities of the Superintendent for the District, the Superintendent shall have full access to legal counsel as paid by the District. The Board agrees to defend hold harmless, and indemnify the Superintendent for all non-criminal incidents arising when the Superintendent is acting within the course and scope of him employment.

IX. MILEGE REIMBURSEMENT

The District shall reimburse the Superintendent for mileage for travel-incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Addendum. Said reimbursement shall be in accordance with the allowance-authorized by the Internal Revenue Code of the United States of America.

X. TERMINATION OF EMPLOYMENT CONTRACT

1. This Agreement may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Superintendent has returned the executed Agreement (Contract and Addendum), the Superintendent will not be released from this Agreement without the written consent of the Board except where specific exceptions are addressed in This Agreement.
2. This Agreement shall be terminated upon the death of the Superintendent, or if in the opinion of the Board, the Superintendent becomes unable to perform the duties of the job with reasonable accommodation by the District.
3. The Board may terminate the Superintendent at any time for good and just cause.

4. In the event the Board terminates the Agreement for cause, the Superintendent shall be afforded all rights as set forth in the Board's Policies, and State and Federal Law.
5. This Agreement is for two years, based on an overall average proficient or higher evaluation by the Board for Year One. The Superintendent's failure to receive an overall average proficient or higher evaluation by the Board after Year One shall constitute good and just cause for termination of this Agreement as provided in Section X(3) of this Addendum. The Board and Superintendent shall determine the Year One evaluation date at the time of setting goals for Year One.
6. The Superintendent has the option to terminate this contract at the end of June of each year of this contract for personal health problems or health of spouse. The Superintendent shall notify the Board of his desire to exercise this option as soon as possible so that a replacement can be found.

XI. SALARY DETERMINATION

It shall be the goal of the District to pay the Superintendent based upon the West Bonner County School District #83 adopted superintendent salary schedule.

XII. ENTIRE AGREEMENT

The Contract and this Addendum represent the entire agreement between the parties regarding the employment of the Superintendent by the Board of Trustees and there are no other verbal agreements, which modify its terms. Any modification of this Agreement shall be set forth in writing and attached hereto.

ACCEPTED THIS 17th DAY OF JUNE, 2024.

By: Kim Spacek, Kim A. Spacek, Superintendent

Acceptance approved this 17th DAY OF JUNE, 2024 by the Board of Trustees of West Bonner County School District #83

By: Margaret W. Hall, Board Chair Attest: Julie A. Hinshaw
Margaret W. Hall, Board Chair Julie A. Hinshaw, Clerk, Board of Trustees