

STATE OF IDAHO
SUPERINTENDENT CONTRACT FORM

THIS CONTRACT, Made this 5th day of February year of 2018, by and between Coeur d'Alene School District No. 271, Coeur d'Alene, Idaho in Kootenai County, State of Idaho (hereinafter called the District), and Dr. Steven Cook (hereinafter called the Superintendent),

WITNESSETH:

1. That the District hereby contracts to and does hereby employ said Superintendent as Superintendent of Schools of Coeur d'Alene School District No. 271, Coeur d'Alene, Idaho in Kootenai County, State of Idaho, for a period of 3 years (twelve months per year), beginning July 1 in the year of 2018 and extending to June 30 in the year of 2021 at a salary of One Hundred and Sixty Thousand Dollars (\$160,000.00) (the "base salary"). 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 25 in the year of 2018.
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 Coeur d'Alene Idaho on July 1 in the year of 2018, 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.

COEUR D'ALENE SCHOOL DISTRICT NO. 271

COEUR D'ALENE, IDAHO, AND KOOTENAI
COUNTY, STATE OF IDAHO

Attest:

BY

Lynn M. Towne 2-5-18
 CLERK, BOARD OF TRUSTEES DATE
 LYNN M. TOWNE

[Signature] 2/5/18
 CASEY MORRISROE, BOARD CHAIR DATE

[Signature] 2/13/18
 STEVEN COOK, SUPERINTENDENT DATE

COEUR D'ALENE SCHOOL DISTRICT NO. 271

SUPERINTENDENT CONTRACT ADDENDUM

It is hereby agreed by and between the Coeur d'Alene School District No. 271, located in Kootenai County in the State of Idaho (hereinafter referred to as the "District") and Dr. Steven Cook (hereinafter referred to as the "Superintendent"), that the District, on the 5th day of February, 2018, has and does hereby employ Dr. Steven Cook as Superintendent of Coeur d'Alene School District 271. Said employment shall be for a Three (3) year period commencing July 1, 2018, and ending June 30, 2021, consistent with State Department of Education Approved Contract Form.

WITNESSETH:

1. The Superintendent hereby agrees to devote his time, skill, labor and attention to the duties of the Superintendent of the District.
2. The Superintendent hereby agrees that during the term of this contract he will establish and maintain a residence within the District boundary.
 - A. The District will make a one-time payment to Superintendent in the amount of ten thousand dollars (\$10,000) to assist with Superintendent's moving expenses.
3. The Superintendent, with approval of the Board of Trustees (hereinafter the "Board"), may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which do not conflict with his duties as Superintendent and are in accordance with law.
4. The Superintendent, with Board approval, may attend appropriate professional meetings at the local, state and national level, the reasonable expenses of said attendance to be incurred by the District.
5. Subject to Board approval, the Superintendent will have freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment, best serve the Coeur d'Alene public schools. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board.
6. The Board and the Superintendent shall endeavor to meet on or before October 1st for the purpose of establishing District goals and objectives for the ensuing school year. The agreed goals and objectives will be reduced to writing and, to the extent applicable, may be considered by the Board in evaluating the Superintendent.
7. In addition to annual salary, the Superintendent shall receive the following additional benefits in consideration for the faithful performance of the duties of the Superintendent of the District:

- A. Twelve (12) days annual leave with compensation for illness, injury or emergencies. Such unused leave shall be accumulated from year to year, not to exceed the maximum allowed for certificated twelve month employees of the District.
 - B. The Superintendent shall be provided with at least the same fringe benefits as are provided other certificated employees of the District.
 - C. The Superintendent will be reimbursed the I.R.S. rate per mile for personal automobile transportation for authorized travel outside of the local area. The local area is defined as 50 miles beyond the District Office, located at 1400 N. Northwood Center Court, Coeur d'Alene, Idaho 83814.
 - D. Effective July 1, 2018, a one thousand dollar (\$1,000) per month allowance will be paid for expenses. This sum will be considered an addition to the Superintendent's salary, will be paid through the District payroll and is subject to applicable withholdings.
 - E. The District shall pay dues and association fees for the Superintendent's membership in the Idaho Association of School Administrators, the American Association of School Administrators, and other professional groups or associations specifically approved by the Board.
 - F. The Superintendent shall receive twenty (20) days of paid vacation annually, exclusive of legal holidays.
 - (i) The Superintendent may elect to receive paid compensation for up to five (5) days during each year for unused vacation days at the applicable daily salary rate (1/260 of annual base salary). Unused vacation may accumulate from year-to-year up to thirty (30) days.
 - (ii) Upon retirement or termination, the Superintendent shall be entitled to receive reimbursement for a maximum of thirty (30) days of unused, accumulated vacation.
 - G. The Superintendent's contract year, for purposes of computing per diem, shall consist of 260 workdays.
 - H. The Superintendent shall be provided a term-life insurance policy with the pay-off benefit equal to the base annual salary of the Superintendent.
 - I. The District will pay one-half of the Superintendent's monthly PERSI contribution.
8. When acting on behalf of the District, or in the performance of any duties or responsibilities of Superintendent for the District, the Superintendent shall have full access

to legal counsel paid by the District. The District agrees to defend, hold harmless and indemnify the Superintendent, from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent for all non-criminal incidents arising while the Superintendent is acting within the scope of his employment.

9. The Superintendent's contract may be terminated for cause if a majority of the Board, in its sole discretion, determines that: (1) the Superintendent has significantly failed or refused to act in accordance with any provision of this Agreement or any directive or order of the Board; (2) the Superintendent has exhibited gross misconduct or dishonesty in regard to his employment; (3) the Superintendent is (or has been) convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (4) the Superintendent is unable to perform the essential functions of the position; or (5) the Superintendent has acted in bad faith to the detriment of the District.

In the event of termination for cause, the Board shall provide the Superintendent a written statement of its intent to terminate and its reasons for termination. The Superintendent is entitled to meet with the Board in closed session, within thirty (30) calendar days of the issuance of the written statement. The Superintendent may present evidence to the Board to rebut the stated reasons for the termination. After the Superintendent has had an opportunity to respond to the stated reasons for termination, the Board will make a final decision in writing.

10. The District has no duty to renew this Agreement at the expiration of the term. This Agreement will not automatically renew. The Board may, in its sole discretion, extend the Agreement for an additional term as determined by the Board.
11. If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.
12. This contract and this addendum represent the total agreement between the parties regarding the employment of the Superintendent by the Board and there are no verbal agreements which modify its terms.
13. This Agreement is contingent upon the Superintendent's successful completion of a background check, as determined by the District.
14. This Agreement is contingent on the Superintendent obtaining and maintaining an Idaho Superintendent Certification throughout the term of this Agreement.

By signing the foregoing contract, Dr. Steven Cook and the District, named herein, agree to its terms.

SIGNATURE PAGE TO FOLLOW

Accepted this 3rd day of FEBRUARY, 2018.

By: Dr. Steven Cook

Dr. Steven Cook, Superintendent

Acceptance approved this 5th day of February, 2018, by the Board of Trustees of Coeur d'Alene School District 271, Kootenai County, Idaho.

By: Casey Morrisroe
Casey Morrisroe, Board Chairman

Tom Hearn
Tom Hearn, Board Member

David Eubanks
David Eubanks, Board Member

Tambra Pickford
Tambra Pickford, Board Member

Lisa B. May
Lisa May, Board Member