

STATE OF IDAHO: SUPERINTENDENT CONTRACT

THIS CONTRACT, made this 12 day of June, 2023, by and between Coeur d'Alene School District No. 271, in Kootenai County, State of Idaho (hereinafter called the District), and Dr. Shon R. Hocker (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 2023 and extending to June 30 in the year of 2026, at a salary of one hundred seventy-three thousand three hundred dollars (\$173,300) in the first 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 25 in 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 Coeur d'Alene, Idaho on July 1 in the year of 2023, 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 PUBLIC SCHOOL DISTRICT NO. 271 in KOOTENAI COUNTY, STATE OF IDAHO



7-11-2023

SUPERINTENDENT

(Date)



July 11, 2023

CHAIR, BOARD OF TRUSTEES

(Date)

Attest:



7-11-2023

CLERK, BOARD OF TRUSTEES

(Date)

**COEUR D'ALENE SCHOOL DISTRICT NO. 271
SUPERINTENDENT CONTRACT ADDENDUM**

It is hereby agreed by and between the Board of Trustees of the Coeur d'Alene School District 271, located in Kootenai County in the State of Idaho (hereinafter referred to as the "District") and Dr. Shon R. Hocker (hereinafter referred to as the "Superintendent"), that the District, on the 1st day of July, 2023, has and does hereby employ Dr. Shon R. Hocker as Superintendent of Coeur d'Alene School District 271. Said employment shall be for a three-year (3) period commencing July 1, 2023, and ending June 30, 2026, consistent with State Department of Education approved contract form (the "State Contract") and this Contract Addendum (this "Addendum") (collectively, the "Contract").

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 the Contract he will establish and maintain a residence within the District boundary.
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. The Board shall conclude its annual evaluation of the Superintendent by November 30th of each year. The Board and the Superintendent shall complete contract modifications, including but not limited to contract extensions, by June 1st of each year. Increased salary adjustments are excluded from the June 1 deadline. Superintendent salary modifications will be completed within three weeks of the District concluding its union negotiations. The parties may also agree to extend the deadlines described above by mutual agreement.
8. 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 to a maximum allowed for other certificated twelve month employees of the district.

- b. The Superintendent shall be provided with at least the same fringe benefits as are provided to other certificated employees of the district.
 - c. The Superintendent will be reimbursed the IRS 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, ID 83814.
 - d. Effective July 1, 2023, a one thousand two hundred fifty dollar (\$1,250) 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 (25) days of paid vacation annually, exclusive of legal holidays.
 - i. The Superintendent may elect to receive paid compensation for up to twelve (12) 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 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
 - j. The Superintendent shall be granted ten (10) days of personal leave in year one only (2023-2024). The Superintendent shall be granted two (2) days of personal leave each year thereafter. Unused personal leave may accumulate to no more than ten (10) days.
9. 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 as paid by the District. The District agrees to defend, hold harmless and indemnify the Superintendent and the Superintendent's spouse, 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.
10. 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.

11. The State 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.
12. The Contract is contingent on the Superintendent obtaining and maintaining an Idaho Superintendent Certification throughout the term of this agreement.
13. The Contract may only be terminated for cause, and only if a Majority of the Board, such term defined as no less than three of the five Board members, in its reasonable discretion, determines that the Superintendent (1) has significantly failed or refused to act in accordance with any provision of this Addendum or any reasonable directive or order of the Board; (2) has exhibited gross misconduct or dishonesty in regarding to his employment; (3) is or has been convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (4) has acted in bad faith to the material detriment of the District.

In the event a Majority of the Board votes to terminate the Contract 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 shall take a final vote regarding termination for cause and the Contract shall only be terminated upon a Majority vote. The Board shall issue its final decision in writing. The Superintendent's salary will continue to be paid throughout this process and shall end with any final determination to terminate.

Nothing herein modifies the Board's authority to place the Superintendent on paid administrative leave while investigating conduct that could create a basis of termination for cause, provided that the period of paid administrative leave shall not exceed 60 calendar days.

14. The District has no duty to renew the Contract at the expiration of the term. This Contract will not automatically renew. The Board may, in its sole discretion, extend the Contract for an additional term as determined by the Board.
15. Provided that the Superintendent remains in his role as Superintendent of the District as of July 1, 2026, the District shall pay the Superintendent a one-time retention bonus equal to four percent (4%) of his annual salary in effect as of July 1, 2026.

[Signature page to follow]

By signing the State Contract and this Addendum, Dr. Shon R. Hocker and the District agree to its terms.

Accepted this 11 day of July, 2023.



Dr. Shon R. Hocker

Acceptance approved this 11 day of July, 2023, by the Board of Trustees of Coeur d'Alene School District 271, Kootenai County, Idaho.



Rebecca Smith, Board Chair



Casey Morrisroe, Vice Chair