

STATE OF IDAHO SUPERINTENDENT CONTRACT FORM

THIS CONTRACT, Made this 7th day of March year of 2016, by and between Coeur d'Alene School District No. 271, Coeur d'Alene, Idaho in Kootenai County(ies), State of Idaho (hereinafter called the District), and Matthew Handelman (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(ies), State of Idaho, for a period of three (3) years (twelve months per year), beginning July 1, in the year of 2016, and extending to June 30 in the year of 2019, at a salary of One hundred twenty nine thousand five hundred and fifty three dollars (\$129,553) the first year, with (yet to be determined) increment for each of the succeeding years until this Contract has been fulfilled. 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 2016.
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 1st in the year of 2016, 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.

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(IES), STATE OF IDAHO

Attest:

BY  3/7/16
 CHAIRMAN, BOARD OF TRUSTEES DATE

 3-7-16
 CLERK, BOARD OF TRUSTEES DATE

 3/7/16
 SUPERINTENDENT DATE

Coeur d'Alene School District No. 271
Kootenai County, Idaho
SUPERINTENDENT CONTRACT ADDENDUM

It is hereby agreed by and between the Board of Trustees of the Coeur d'Alene School District 27, located in Kootenai County in the State of Idaho (hereinafter referred to as the "Board") and MATTHEW HANDELMAN (hereinafter referred to as the "Superintendent"), that the Board, in accordance with its action and its regular meeting on the 7th day of March, 2016, has and does hereby employ Matthew Handelman as Superintendent of Coeur d'Alene School District. Said employment shall be for a three-years (3) period commencing July 1, 2016, and ending June 30, 2019.

WITNESSETH:

1. The Superintendent hereby agrees to devote his time, skill, labor and attention to the duties of the Superintendent of the Coeur d'Alene School District. During the term of this agreement, the Superintendent will be subject to discharge for cause, provided, however, that the Board shall comply with all conditions of this contract and with all applicable provisions for notice and hearing as provided by Idaho State law. In the event District seek or requires termination without cause, then the balance of the contract shall be enforced.
2. The Superintendent, with approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which do not conflict with his/her duties as Superintendent and are in accordance with law.
3. 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.
4. Subject to Board approval, the Superintendent will have complete freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment, best serves 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.
5. The Board, individually and collectively, shall refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall inform the Board of problems which arise so the Board members can be prepared to deal with such questions within the District.
6. The Board and the Superintendent shall meet on or before October 1st to establish District goals and objectives for the ensuing school year. These goals and objectives shall be reduced to writing and, to the extent applicable, shall be considered by the Board in evaluating the Superintendent.
7. In addition to annual salary, the Superintendent shall receive the following forms of compensation in consideration for the faithful performance of the duties of the Superintendent of Coeur d'Alene School 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 other certificated employees of the district.
- C. The Board shall pay the Superintendent the I.R.S. rate per mile transportation reimbursement for authorized travel outside of the local area. In addition effective July 1, 2016, a \$1,000 a month as and for expenses said sum to be considered additional to the Superintendent's salary and will be paid through the District payroll.
- D. 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.
- E. The Superintendent shall receive twenty-eight (28) days of paid vacation annually, exclusive of legal holidays. Recognizing the value of vacation time for individual health and well-being, the Board strongly encourages the Superintendent to take a minimum of fifteen (15) vacation days annually.

In light of the circumstances which have materially limited the Superintendent's ability to utilize vacation days, the Superintendent may elect to receive compensation for unused vacation at the then applicable salary rate, 1/260 of annual contract amount per day. Up to five (5) days may be compensated during each contract year. Unused vacation may accumulate from year-to-year up to 40 days.

Upon retirement or termination, the Superintendent shall be entitled to receive reimbursement for a maximum of thirty (30) days of unused, accumulated vacation. Accumulated vacation in excess of thirty (30) days may be taken prior to the last day of employment or will be lost.

- F. The Superintendent's contract year, for purposes of computing per diem, shall consist of 260 workdays.
 - G. The Superintendent shall receive thirteen (13) paid holidays annually, as recognized by the district calendar and negotiated agreements.
 - H. The Superintendent does hereby agree to have a comprehensive medical examination. A statement certifying to the physical competency of the Superintendent shall be filed with the Board and treated as confidential information by the Board. The cost in excess of medical insurance of the medical report and the examination shall be borne by the District.
 - I. The District shall provide a personal long-term care plan of his choice to the Superintendent up to \$500 per month. Any money remaining can be deposited into a tax-sheltered annuity plan.
 - J. The Superintendent shall be granted two (2) days of personal leave with pay annually, which shall not be cumulative, pursuant to the same provisions for other employees of the District.
 - K. The Superintendent shall be provided a term-life insurance policy with the pay off benefit equal to the basic annual salary of the Superintendent.
8. The Superintendent agrees to establish and maintain a residence within the Coeur d'Alene School District boundaries during the life of this contract now or hereafter amended.

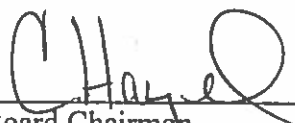
9. At the request of the Superintendent and in accordance with applicable state statues and regulations, the District shall periodically withhold and transfer an amount of salary, said amount to be determined by the Superintendent, to permit the Superintendent to participate in tax-deferred annuity programs. It is intended that all amounts applied toward the purchase of such annuity will be excludable from the gross income of the Superintendent under Sections 402(g) and 403(b) of the Internal Revenue Code of 1986, as amended.
10. 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 Board agrees to defend, hold harmless and indemnify the Superintendent and 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.
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 reminder 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.

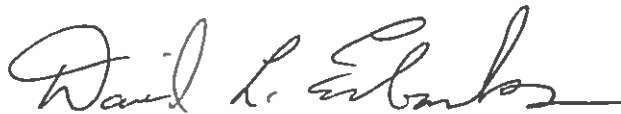
By signing the foregoing contract, MATTHEW HANDELMAN and the Board of Trustees of this District, named herein, agree to its terms.

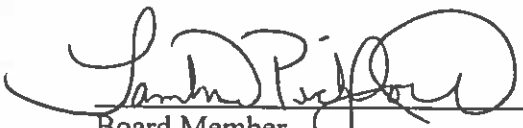
Accepted this 7th day of March, 2016.

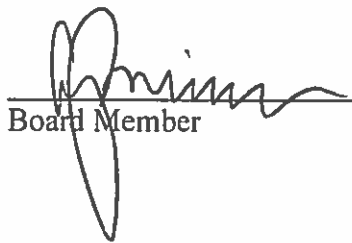
By: 
Matthew Handelman

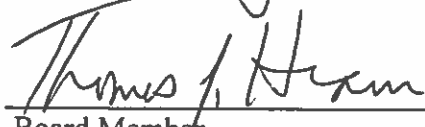
Acceptance approved this 7th day of March, 2016, by the Board of Trustees of Coeur d'Alene School District 271, Kootenai County, Idaho.

By: 
Board Chairman


Board Member


Board Member


Board Member


Board Member