

SPANISH TEACHER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____day of September 2025, with an effective date of September 2025, by and between the WEST BONNER COUNTY SCHOOL DISTRICT NO. 83 (WBCSD), a public school district organized under the laws of the State of Idaho, located at 134 Main St., Priest River, Idaho 83856; and the PRIEST LAKE COMMUNITY EDUCATION FOUNDATION (PLCEF) an Idaho non-profit corporation, located at address 4777 W. Lakeshore Road, Priest Lake, ID 83856. WBCSD and PLCEF are sometimes referred to herein as a “Party,” or “Parties.”

WHEREAS, Idaho Code §33-517 authorizes the WBCSD through its Board of Trustees, to hire non certificated employees to provide services within its school system; and

WHEREAS, PLCEF has requested that WBCSD hire a non-certificated Spanish Teacher to be employed at the Priest Lake Elementary School for September 2025-May 2026; and

WHEREAS, PLCEF has advised WBCSD that it will provide necessary compensation to WBCSD to pay for the Spanish Teacher during the 2025-26 school year.

NOW THEREFORE, based upon the terms and conditions contained herein, the Parties agree as follows:

1. Employment of Spanish Teacher: WBCSD shall advertise for and if a qualified candidate is available, retain a non-certificated Spanish Teacher for assignment to the Priest Lake Elementary School for the 2025-26 school year. The Spanish Teacher shall be an “at-will” employee of WBCSD, subject to all personnel policies of WBCSD affecting such employment and shall also be entitled to all benefits of employment provided to other non-certificated employees of WBCSD, including but not limited to health insurance, overtime pay, PERSI, payroll taxes, holiday leave. It is anticipated that the Spanish Teacher shall be employed for no more than one (1) day per month. Both WBCSD and PLCEF shall be responsible for developing the criteria for selection or dismissal of a qualified candidate. PLCEF shall have the authority to select the candidate that best meets WBCSD and Priest Lake community’s needs.
2. Provision of Equipment/Supplies: WBCSD shall provide appropriate facilities within the Priest Lake Elementary School for the Spanish Teacher to conduct activities for students, as follows:

a. providing a classroom and/or use of Priest Lake Elementary Facilities for conducting classroom activities, at no charge.

b. WBCSD will provide appropriate materials conducive to creating a quality learning environment for Spanish instruction.

3. Supervision: The Spanish Teacher shall perform his/her duties at the direction of the Principal of the Priest Lake Elementary School. WBCSD shall have the authority to control the scope of services provided by the Spanish Teacher during the term of this Agreement.

4. Compensation: PLCEF shall compensate WBCSD for costs associated with the Spanish Teacher's services to the district as follows:

a. Rate of Pay: \$16.67, per hour or \$50 per month.

b. Payroll taxes at the applicable rate for the Spanish Teacher.

5. Spanish Teacher Compensation Reimbursement: PLCEF shall reimburse WBCSD the rate of the Spanish Teacher hourly wage within thirty (30) business days of a WBCSD invoice submitted to PLCEF via email at (plready@outlook.com). PLCEF will reimburse WBCSD for any adjustments for overtime pay or other compensation paid to the Spanish Teacher during the term of this Agreement.

5. Term/Amendment: The term of this Agreement shall be for a period of 2025-26 school year, commencing on the ____ day of September 2025, and terminating no later than 11th of June, 2026. However, WBCSD shall have the right to terminate this Agreement before the end date, should it decide to terminate the Spanish Teacher's employment for disciplinary reasons. WBCSD may also terminate the Agreement should PLEF fail to make any of the monthly payments provided for in Section 4 of this Agreement. Upon the expiration of the original term, this Agreement may be renewed for successive terms of one (1) year each by the written mutual agreement of both parties. During any renewal term, the terms, conditions, and provisions set forth in this Agreement shall remain in effect unless modified in writing.

6. Restrictions on Ownership: PLCEF represents and warrants that it is not currently owned by the government of China and will not for the duration of this Agreement be owned or operated by the government of China, pursuant to Idaho Code § 67-2359.

7. Non Waiver: Failure of either Party to exercise any of the rights under this Agreement, or breach thereof, shall not be a waiver of such right or a waiver of any subsequent breach.

8. Choice of Law: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho. Jurisdiction and venue for such actions shall be in the District Court of the First Judicial District, Bonner County, Idaho.

9. Entire Agreement: This is the entire Agreement of the parties and can only be modified or amended based upon the mutual written agreement of the parties.

10. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

DATED this ____ day of September 2025.

PRIEST LAKE COMMUNITY
EDUCATION FOUNDATION

BY: _____ Date: _____
Frankie Dunn
President PLCEF

WEST BONNER COUNTY SCHOOL
DISTRICT NO. 83

BY: _____ Date: _____
Ann Yount, Chairman
Board of Trustees

ATTEST: _____ Date: _____
Darcie Humphrey
Secretary Board of
Trustees