

**NOTICE OF SPECIAL MEETING MEETING OF THE BOARD OF TRUSTEES  
MINIDOKA COUNTY JOINT SCHOOL DISTRICT #331  
RUPERT, MINIDOKA COUNTY, IDAHO**

**NOTICE IS HEREBY GIVEN** that an **Special Meeting** of the Board of Trustees of the Minidoka County Joint School District is posted for **Monday, April 10, 2023 at 1:30 PM** at the **District Service Center 310 10th Street Rupert, ID 83350** at which meeting the following business will be conducted:

**CALL TO ORDER & ROLL CALL:**

Bonnie Heins, Chair  
Rick Stimpson, Vice Chair  
Russ Suchan, Trustee  
Jeff Gibson, Trustee  
Mary Andersen, Trustee

Dr. Kenneth Cox, Superintendent  
Kerri Tibbitts, Board Clerk  
Reed Cotten, School Counsel

1. ROLL CALL
2. BUSINESS
  - A. Approval of New Superintendent Contract
3. ADJOURNMENT

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#boldsubject#

\*\* Robert's Rules of Order will govern all meetings

\*\*\* Any person needing special accommodations to participate in the above-noticed meeting should contact the Minidoka County School District one (1) day prior to the meeting at 310 10<sup>th</sup> St., Rupert, Id. (208) 436-4727

BENEFITS ADDENDUM TO SUPERINTENDENT'S CONTRACT  
BETWEEN  
MIIDOKA COUNTY JOINT SCHOOL DISTRICT #331  
AND  
SPENCER LARSEN

Pursuant to Idaho Code, Section 33-513, the Board of Trustees of Minidoka County Joint School District and SPENCER LARSEN, herein referred to as Superintendent, agree to the following addendum to serve as Superintendent from July 1, 2023, until June 30, 2026, which said Addendum does become a part of the contract between the parties as follows:

1. Annual Salary and Contract Term: Covered in State of Idaho Superintendent Contract Form and to be reviewed annually by the Board and Superintendent for various purposes among which shall be salary increase and contract extension.

2. Superintendent and Board Responsibility: Serves as the Chief Executive of the District. As such, the Superintendent shall have the primary responsibility for execution of approved Board policies, State Department regulations and statues under Idaho Code, managing the District, the direction and assignment of all District employees, whereas the Board shall retain the primary responsibility for formulating and adopting policy, establish District goals, and hiring, evaluating and dismissing the Superintendent.

3. Duties: As Chief Executive of the District, the Superintendent shall perform the duties of the District Superintendent as prescribed by the laws of the State of Idaho. In addition to the powers and duties set forth in the Idaho Statues and Idaho Administrative Rules, the Superintendent shall have the powers and duties set forth in the position description of Superintendent.

Additionally, the Superintendent shall have the following duties:

A. The Superintendent shall devote his time, skill, labor and attention to the operation of the District, except as otherwise provided in this agreement. The Superintendent shall have the responsibility within Board Policy to organize, reorganize and arrange the administrative staff, including instruction and business affairs, which in his judgement best serves the District. The Superintendent shall have the responsibility for all personnel matters, including selection, assignment, transfer, termination of classified personnel and recommendation for non-extension, renewal, non-renewal and termination of certified personnel subject to Board approval.

B. Periodically cause evaluation of all district employees as provided by Idaho Law and Board Policy;

C. Establish and maintain an appropriate community relations program;

D. Endeavor to maintain and improve his professional competence by all available means, including subscribing to and reading appropriate periodicals, joining appropriate professional associations, and participating in activities of such associations;

E. Have the authority to accept the resignation of any certificated staff member; and

F. Be entitled to:

i. Present his recommendation to the Board on any subject under consideration by the Board prior to action taken on the subject by the Board;

ii. Attend each meeting of the Board, unless excused by the Board, except for executive sessions to prepare for the Superintendent's evaluation; and

iii. Serve as an *ex officio* member of each committee established by the Board

4. Superintendent Consultation: The Superintendent shall be permitted to act in a capacity as a consultant outside of the District for remuneration, provided that such participation in no way interferes with his duties as Superintendent.

5. Superintendent's License: The Superintendent shall maintain throughout the life of this agreement a valid and appropriate license to act as Superintendent of Schools as required by the State of Idaho. Should the Superintendent fail to maintain such a license in good standing, the District may seek any appropriate remedy under this agreement, including termination of this agreement without recourse.

6. Evaluation: By October 1 of each year, the Superintendent and Board of Trustees shall agree on goals for the year. By March 1 of each year, the Board and the Superintendent shall meet in closed executive session for the purpose of evaluation of the performance of the Superintendent. The Superintendent shall be evaluated with reference to the established goals for the year on job performance based upon the position description.

7. Work Year/Vacation: The Superintendent shall be required to render 240 days of full and regular service to the District, except that he shall be entitled to fifteen (15) days' vacation in addition to the following Holidays: 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. Vacation days will be credited as of July 1 for the upcoming year. However, if vacation days are taken and the contract is terminated prior to those vacation days being accrued on a pro-rated monthly basis, those days would be credited back to the District. Up to five (5) days of vacation days may carry over from one year to the next. Any unused vacation days not carried over into subsequent year; however, will be paid out at the current per diem rate.

8. Fringe Benefits: The Superintendent shall be entitled to participate in the following fringe benefits:

A. PERSI: The District shall pay for the employer's and the employee's contributions to the Public Employee Retirement System of Idaho.

B. Professional Dues: Professional dues in full, to include Idaho Association of School Administrators (IASA), Association of Supervision and Curriculum Development (ASCD) and two local service organizations.

C. Professional Growth/Release Time: The District shall permit a reasonable amount of prearranged release time for the Superintendent, as it deems appropriate, to attend conferences, programs, seminars, courses, or other such matters and pay for the reasonably necessary costs of travel, lodging, subsistence and registration for said activities as approved by the Board.

D. Vehicle Stipend: The District shall pay the Superintendent a monthly vehicle stipend of \$600. The District will reimburse the Superintendent for any expenses actually incurred in the performance of duties of the District per District Policy.

E. Insurance: The District shall, during the term of this contract, pay the premium for coverage for the Superintendent for medical, dental, and vision insurance. The District shall also, during the term of this contract, provide \$50,000 term life, accidental death and dismemberment insurance for the Superintendent. The District further agrees to pay the premium for coverage for the spouse and qualifying children of the Superintendent for medical, dental, and vision insurance.

F. Leaves: The Superintendent shall have twelve (12) days available annually for sick leave and four (4) days personal leave. The sick leave days are cumulative but the personal leave days are not cumulative, as per Policy 404.10.

G. Cell Phone: Monthly cell phone reimbursement up to \$50.00 per month for personal cell phone use.

H. Educational Credits: The Superintendent shall be eligible for reimbursement of educational credits from an accredited university or college up to \$1,800.00 per year.

9. Termination of Employment Contract: The parties may agree to extend the two-year contract. The decision to enter into subsequent contracts may be made annually; a decision on extension of the contract will be made no later than March 15 of the final year of the contract. The Superintendent is obligated to place this matter on the agenda of the Board meeting in February of that year,

A. Termination without Superintendent's concurrence: The District may terminate this employment for cause. Such conduct includes but is not limited to: failure to comply with reasonable requirements to improve, to obtain reasonably necessary further training, to achieve reasonably necessary professional growth, or failure to maintain in good standing a valid and appropriate license. The Superintendent shall be entitled to due process hearing before the Board prior to the occurrence of any purported act of termination. Due process shall include at least a written notice of the reasons why the District is considering termination of this employment contract, the right to appear before the Board in closed executive meeting or public hearing, at the option of the Superintendent, the right to be represented at the hearing by a representative of the Superintendent's choice, and the right to a written decision describing the results of the hearing.

B. No cause termination of Contract: The District may discharge the Superintendent as Superintendent and terminate this contract only without any showing of cause upon ten (10) days written notice and the tendering of the balance of the Superintendent's salary (only) due under this contract, whichever is less.

C. Termination at the request of the Superintendent: In the event the Superintendent intends to act to terminate this employment contract prior to its termination day, he will notify the Board immediately when he intends to seek other employment and shall give the District no less than one hundred twenty (120) days written notice in advance of leaving for another position. The Superintendent will be paid for days actually worked and Holidays that occur prior to contract terminations.

D. Disability: Should the Superintendent be unable to perform the duties of this position because of illness, accident or other causes which render him unable to perform the duties of the position for more than two (2) months, the District may at its option terminate or renegotiate this employment contract, whereupon the respective duties, rights and obligations of the parties shall terminate.

10. Renewal of Employment Contract: The parties may agree to extend the two-year contract. The decision to enter into subsequent contracts may be made annually; a decision on extension of the contract will be made no later than March 15 of the final year of the contract. The Superintendent is obligated to place this matter on the agenda of the Board meeting in February of that year.

11. Professional Liability: In accordance with I.C. §6-903, the District shall provide a defense to the Superintendent, including a defense and indemnification against any claims brought against the Superintendent in the Superintendent's individual capacity when the claims are related to the course and scope of employment, and be responsible for the payment of any judgement on any claim or civil lawsuit against the Superintendent for money damages arising out of any act or omission within the course and scope of the Superintendent's employment; provided the District and the Superintendent shall be subject to liability only for the pro rata share of the total damages awarded in favor of the claimant which is attributable to the act or omission of the Superintendent.

12. Criticisms/Complaints: The Board, individually and collectively, agrees that any criticism or complaint about an employee or program of the District, except the Superintendent, that the Board is made aware of, shall be promptly forwarded to the Superintendent for investigation and resolution.

13. Breach of Agreement: Failure by the Superintendent to fulfill the obligations set forth in this agreement shall be considered a breach of this contract. Upon breach of this contract, the District shall



## STATE OF IDAHO: SUPERINTENDENT CONTRACT

THIS CONTRACT, Made this 10<sup>th</sup> day of April year of 2023, by and between Minidoka County Joint School District No. 331, Rupert, Idaho in Minidoka, Blaine, Cassia, Jerome, and Lincoln, Counties, State of Idaho (hereinafter called the District), and Spencer Larsen (hereinafter called the Superintendent),

### WITNESSETH:

1. That the District hereby contracts to and does hereby employ said Superintendent as Superintendent of Schools of Minidoka County Joint School District No. 331, Rupert, Idaho in Minidoka, Blaine, Cassia, Jerome, and Lincoln, Counties, 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$137,500.00) the first year, until this Contract has been fulfilled. Said salary shall be paid in equal monthly installments on the last day of each month for such services, the first payment to be made on July 31 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 Rupert, 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.

MINIDOKA COUNTY JOINT SCHOOL DISTRICT NO. 331, RUPERT, IDAHO, AND MINIDOKA, BLAINE, CASSIA, JEROME, AND LINCOLN COUNTIES, STATE OF IDAHO

\_\_\_\_\_ SUPERINTENDENT

\_\_\_\_\_ CHAIRMAN, BOARD OF TRUSTEES

Attest: \_\_\_\_\_ CLERK, BOARD OF TRUSTEES