

West Bonner County School District

THE BOARD OF TRUSTEES

1530F

District Record Request Form

RECORD REQUEST FORM

To Be Completed By Requester:

Whitney Urmann
Requester's Name

6/27/23
Date of Request

PO Box 157
Requester's Mailing Address

Laclede, ID 83841
City, State, Zip Code

208-610-8633
Requester's Telephone Number

WhitneyUrmann@gmail.com
Requester's Email Address

Record(s) Requested: Branden Durst's Superintendent
contract as of 6/27/23.

To Be Completed By District Personnel:

Date Request Received in District Office: 06-27-2023

10-Day Extension Requested. Document(s)/Item(s) Due: 07-17-2023

Record Requested Granted. Date Mailed to Requester: _____

Record Request Partially Denied. Date Letter Mailed to Requester: 07/10/2023

Record Request Denied. Date Letter Mailed to Patron: _____

District Personnel Comments/Notes: _____

Itemized Statement of Fees:

1530F-1

(ISBA 7/06 UPDATE)

Per page cost for copies \$ _____

Hourly rate of employees \$ _____

Hourly rate of attorneys \$ _____

Actual time spent responding to request: _____

Estimated Fees \$ _____ Collected Fees \$ _____ Returned Fees \$ _____

Cross Reference: 1530 Records Available to Public

Legal Reference: Title 9, Chapter 3 Public Records
LC. 9-339 Response to Request for Examination of Public Records

Policy History:

Adopted on: March 12, 2005

Revised on: October 11, 2011

STATE OF IDAHO: SUPERINTENDENT CONTRACT

THIS CONTRACT, Made this 1st day of July year of 2023, by and between West Bonner County School District No. 83, Priest River, Idaho in Bonner County, State of Idaho (hereinafter called the District), and **Branden J Durst** (hereinafter called the Superintendent),

WITNESSETH:

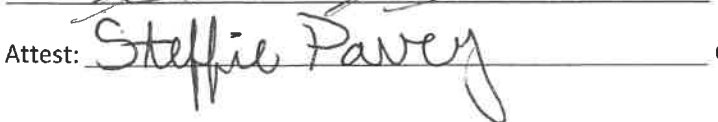
1. That the District hereby contracts to and does hereby employ said Superintendent as Superintendent of Schools of West Bonner County School District No. 83, Priest River, Idaho in Bonner County, State of Idaho, for a period of 2 years (twelve months per year), beginning July, in the year of 2023, and extending to June 30 in the year of 2025, at an annual salary of One Hundred Ten Thousand Dollars (\$110,000.00). 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 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 West Bonner County, Idaho on July 1st 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.

WEST BONNER COUNTY SCHOOL DISTRICT NO.83 in BONNER COUNTY, STATE OF IDAHO

 SUPERINTENDENT

 CHAIRMAN, BOARD OF TRUSTEES

Attest:  CLERK, BOARD OF TRUSTEES

STATE OF IDAHO: SUPERINTENDENT CONTRACT

THIS CONTRACT, Made this 28th day of June year of 2023, by and between West Bonner County School District No. 83, Priest River, Idaho in Bonner County, State of Idaho (hereinafter called the District), and **Branden J Durst** (hereinafter called the Superintendent),

WITNESSETH:


1. That the District hereby contracts to and does hereby employ said Superintendent as Superintendent of Schools of West Bonner County School District No. 83, Priest River, Idaho in Bonner County, State of Idaho, for a period of 3 days, beginning June, 28th in the year of 2023, and extending to June 30 in the year of 2023, at a salary of One Thousand Two Hundred Sixty Nine Dollars and Seventy Twenty Three Cents (\$1,269.23). Said salary shall be paid by July 3rd 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 West Bonner County, Idaho on June 28th 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.

WEST BONNER COUNTY SCHOOL DISTRICT NO.83 in BONNER COUNTY, STATE OF IDAHO

 _____ SUPERINTENDENT

 _____ CHAIRMAN, BOARD OF TRUSTEES

Attest:  _____ CLERK, BOARD OF TRUSTEES

**WEST BONNER COUNTY SCHOOL DISTRICT #83
BONNER COUNTY, IDAHO**

SUPERINTENDENT CONTRACT ADDENDUM

It is hereby agreed by and between the Board of Trustees (hereinafter the Board) of West Bonner County School District #83, located in Bonner County in the State of Idaho, hereinafter referred to as the Board, and Branden Durst, hereinafter referred to as Superintendent, that the Board in accordance with its action at its meeting on June 28, 2023 had and does hereby addend the Superintendent's Contract with Branden Durst as Superintendent of West Bonner County School District #83. The Superintendent hereby agrees to devote his time, skill, labor and attention to the duties of the Superintendent of the District.

**I.
BENEFITS**

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 twelve-month employees of the district.
- B. The Superintendent shall be provided with at least the same medical, dental, vision, retirement and any other fringe benefits as the District provides certificated employees
- C. 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.
- D. 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 ten (10) 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.
- E. The Superintendent shall be entitled to the standard IRS Mileage Rate reimbursement. Distance from District office is point of calculation.
- F. The District will provide the Superintendent a one-time relocation reimbursement of \$2,000 for costs incurred for moving.

**II.
WORK SCHEDULE**

The Superintendent's contract year, for purposes of computing per diem, shall consist of 260 workdays. The Superintendent shall be entitled to all federal holidays observed by the District.

**III.
COMMUNICATION**

The Board, individually and collectively, agrees to promptly refer criticisms and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent shall, as appropriate, inform the Board of problems which arise so the Board Members can be prepared to deal with such questions within the District. The Board shall provide bi-annual evaluations, one of which shall be in written form as mutually agreed upon.

**IV.
GOALS AND OBJECTIVES**

The Board and the Superintendent shall endeavor to meet during the first quarter of each year to establish District goals and objectives according to the District's 5-year Strategic Plan and review these goals prior to the end of the 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. 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 District, in accordance with Negotiated Agreement and Board approved Policies and procedures. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board and in accordance with Negotiated Agreements and Board approved Policies and procedures.

**V.
OUTSIDE WORK**

The Superintendent, with the approval of the Board may undertake consultative, speaking engagements, writing, lecturing or other professional duties and obligations that do not conflict with his duties as Superintendent, are in accordance with law and do not conflict with the established goals, objectives, policies and procedures of the District.

**VI.
PROFESSIONAL MEETINGS**

The Superintendent, with Board approval, may attend appropriate professional meetings at the local, state and national level, with reasonable expenses at said attendance to be paid by the District. The cost incurred for national level travel shall not exceed \$2,500 per fiscal year. Expenses for any of these meetings must be within the amount approved in the District budget.

VII.

ACCESS TO COUNSEL; INDEMNIFICATION

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 Spouse, pending review of underwriter at no additional cost, 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.

VIII.

TERMINATION OF EMPLOYMENT CONTRACT

- A. 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.
- B. The Board shall retain the option to immediately terminate this contract should Superintendent be required by Idaho Code to obtain and maintain an Idaho Superintendent Certification, or a provisional certification, or other qualifying designation which allows him to conduct the duties of superintendent as per Idaho law throughout the term of this agreement, provided that Superintendent is not in the process of obtaining and maintaining such requisite Idaho Superintendent Certification, or a provisional certification, or other qualifying designation.
- C. The Superintendent's contract may be terminated for a 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; or (4) the Superintendent has acted in bad faith to the detriment of the District,
- D. 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.
- E. If the Superintendent intends to terminate this Agreement, he shall do so by February 1 in the school year prior to his resignation. Termination of this agreement after February 1 in the school year prior to his resignation shall constitute a material breach of contract and may result, at the Board's sole discretion, in the forfeiture of any post-employment remuneration, including the compensation for unused vacation or other time.

IX.

SALARY DETERMINATION

It shall be the goal of the District to pay the Superintendent at least the average salary of the Superintendents in the State of Idaho based upon data from the Idaho Department of Education also in accordance to the West Bonner County School District established pay scale.

X.

ENTIRE AGREEMENT

This Agreement may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Superintendent has returned the executed Agreement (Contract and Addendum), the Superintendent will not be released from this Agreement without the written consent of the Board except where specific exceptions are addressed in this Agreement. This Agreement is for two years and will renew upon evaluation at the beginning of each fiscal year. A vote of a majority of the Board shall be required to suspend this provision. The Contract and this Addendum represent the entire agreement between the parties regarding the employment of the Superintendent by the Board of Trustees and there are no other verbal agreements, which modify its terms. Any modification of this Agreement shall be set forth in writing and attached hereto.

ACCEPTED THIS 28st DAY OF June 2023.



Branden Durst, Superintendent

ACCEPTANCE APPROVED THIS 28ST DAY OF June 2023, BY THE BOARD OF TRUSTEES OF WEST BONNER COUNTY SCHOOL DISTRICT #83.

By: 

Keith Rutledge, Board Chair

Attest: 

Steffie Pavey, Business Manager