

**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 August 22, 2023 and subsequent actions on August 29, 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 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.
- E. The Superintendent shall be entitled to the standard IRS Mileage Rate reimbursement. Distance from District office is point of calculation.
- F. The Superintendent shall be provided a term-life insurance policy with the pay-off benefit equal to the base annual salary of the Superintendent.
- G. 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 evaluation, 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 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.

**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 and are in accordance with law, and not conflict with the established goals, objectives, policies and procedures of the Districts.

**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, 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 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,
- C. 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. Board will make a final decision in writing.
- D. 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.

**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 automatically renew 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 5th Day of September.



Branden Durst, Superintendent

ACCEPTANCE APPROVED THIS 5th DAY OF September 2023, BY THE BOARD OF TRUSTEES OF WEST BONNER COUNTY SCHOOL DISTRICT #83.

By: 

Keith Rutledge, Board Chair

Attest: 

Kenda Saleksy, Payroll Clerk