



WEST BONNER COUNTY SCHOOL DISTRICT #83
BOARD OF EDUCATION
District Office - 134 Main St, Priest River, ID 83856
Wednesday, June 28, 2023 at 5:00PM

SPECIAL MEETING

I. Call Meeting to Order

Chair Rutledge called the meeting to order. In attendance was Chair Rutledge, Vice Chair Brown, Trustee Reinbold, Trustee Hall, Trustee Barton, Interim Superintendent Luckey, and Clerk Pavey.

II. Pledge of Allegiance

III. Approval of Agenda – Action Item

Motion to approve agenda was made by Trustee Reinbold, 2nd by Vice Chair Brown.

Trustee Hall states that the board is violating open meeting law due to people being in the hallway unable to hear rather than having a seat in the meeting room, Idaho code 74-206.

Motion to approve the agenda was passed with affirmative votes by Trustee Reinbold, Vice Chair Hall and Chair Rutledge, Trustee Hall and Trustee Barton vote nay.

IV. New Business - Action Item(s)

IV.A. Executive Session: As provided for in Idaho Code 74-206 1(a)- Personnel Matters

Motion to move to executive session as provided for in Idaho code 74-206 1(a) personnel matters by Trustee Reinbold, 2nd by Vice Chair Brown.

Trustee Barton- Here

Trustee Hall- Nay

Vice Chair Brown- Here

Chair Rutledge- Here

Trustee Reinbold- Here

Trustee Barton declares a Nay vote.

Motion to move into executive session fails due to not having 2/3 majority per Idaho code 74-206 as stated by Trustee Hall.

Trustee Hall states per Idaho code 74-206 (a) reviewing and accepting the contract needs to be done in open session. Chair Rutledge states that reviewing the contract is confidential

information. Trustee Hall responds that she researched what Boundary County does and that the contract does need to be published and reviewed in open session.

Chair Rutledge calls for a five minute recess.

Trustee Hall states that her understanding is that the contracts have been finalized and that the board is looking to review it and not change anything, she further states that if that is the case then it needs to be done in open session.

Trustee Hall makes a motion to bring the contracts with addendum to the floor, 2nd by Trustee Barton. Two affirmative votes by Trustee Hall and Trustee Barton and three nay votes by Trustee Reinbold, Vice Chair Brown and Chair Rutledge. Motion fails.

Trustee Hall states once again that it cannot go into executive session and has to go into executive session with a [super] majority.

Chair Rutledge calls for a five minute recess.

Board debates regarding going into executive session.

Trustee Hall motions to make Branden Durst's contracts and addendum public, 2nd from Trustee Barton.

Vice Chair Brown abstains. Ayes from Trustee Hall, Trustee Barton, Trustee Reinbold, and Chair Rutledge. Motion passes.

Vice Chair Brown now votes Aye.

Board takes contracts with addendum under consideration.

Trustee Hall requests that the contracts be made available for public viewing.

Chair Rutledge states that the contracts were negotiated by himself, Trustee Barton and Branden Durst and were reviewed by legal counsel, Yorgason Law Offices in Boise, Idaho.

*Trustee Barton states that there were three points that she was not in agreeance with:
(1)She was not on board with the two year contract unless someone from ISBA or a local lawyer looked at it to be sure that it would not come back on us financially as a district and that there would be no lawsuits or financial obligations after a year if the district chose not to renew his contract.*

(2)The spouse

(3)The qualifying designation, part 8(b)

Chair Rutledge states that this was the agreed upon agreement for the negotiating committee.

Trustee Hall states that she reached out to ICRMP regarding the District's policy and including the spouse. She states that under our ICRMP policy the spouse would not be covered. Trustee Hall states that she did receive an email from the underwriter coordinator. Her question to him was, "Have you seen policies for local Idaho jurisdictions, school districts or other entities where the spouse is indemnified and the insurance policy covers the expenses of the spouse. Even though Idaho is a community property state this seems as if including such language is a dangerous precedent." His response back was, "All I can speak to is the ICRMP

policy and the definition of insured and the general definitions in ICRMP policy does not include the word spouse.” She does not believe it is appropriate and set precedent that the District should not be setting.

Trustee Hall states that looking at the addendum she cannot accept a two year with automatic renewal.

Trustee Barton states that policy 6100 does not allow for automatic renewal.

Trustee Hall states that on the addendum she would like to strike under benefits, number c.

Trustee Barton states that “8 (b), other qualifying designations, which allow him to conduct the duties of a superintendent, the research I did, even under a provisional certification, he will not be fully able to complete the superintendent duties, but we want to make sure with our verbiage there that we are pretty specific.”

Chair Rutledge states that language was specifically put there by legal counsel.

Trustee Hall wants to include that “at this point Mr. Durst does not have the capability of doing the evaluation of key staff and under the emergency provisional he does not meet the qualifications for Special Ed certification, he’s not going to be able to evaluate the Special Ed Director or that staff and that will be by federal code so that he is going to be limited on what he can do and if he has to evaluate as prior superintendents have had to evaluate staff because they also are principals they are not able to evaluate, he will not be able to evaluate the staff appropriately.”

Trustee Halls final comment on the main superintendent contract, she wants to know where the \$110 thousand came from in terms of the salary ladder for administrators and how that was calculated.

Trustee Barton states that it was an agreed upon term because of the state of Idaho’s average in addition to our new salary schedule for superintendents and administrators.

The audience heckles and interrupts the business of the meeting.

Trustee Hall engages with the audience stating that there is a “good chance it could be null and void.” due to open meeting law, in reference to contracts being approved.

The audience continues to interrupt the meeting.

Trustee Rutledge states that a lawyer went over the contracts.

Trustee Hall states that she has, “serious reservations, our insurance underwriter coordinator said that person wasn’t going to be covered. If we do leave it, if it is left in the agreement or contract then it has to be noted that the school district is going to be on the hook, and it is also setting precedent that it doesn’t matter if Mr. Durst or it doesn’t matter who it is, by putting that in there you are setting precedent for future superintendent’s addendum’s and I think that is a bad policy to be setting.” Trustee Hall repeats this concern, stating “especially when our underwriter says that it is not covered.” She states that with the two year “We do not know what is going to happen and we know if it’s an emergency provisional after a year we also know that the state of Idaho will not pay at this point for the emergency provisional salary. We

can pretend that something might change but we cannot make a decision on the current contract based on something we don't know is going to happen for sure in the future."

Chair Rutledge states that it is already covered under section 8 (b) that his contract will be terminated if he cannot extend.

Trustee Barton states that "other qualifying designations is a huge realm of designations that can come back on this district that we financially cannot support." She states that she was concerned about the spouse to begin with and did ask when negotiating, that it was not what they discussed. Branden Durst sent her an email stating why it was important for that to be included in his contracts, "Sure, Idaho is a community property state, understandable, as such if someone were to file a civil lawsuit against me stemming from something that I did in my official capacity as superintendent, that lawsuit could also implicate my wife. Subsequently without the provisions in the contract my wife and I would be forced to hire an additional attorney to represent my wife's interests even though the lawsuit was related to my employment that could then require a bifurcation of the case because my representation would not be permitted to defend my wife's interests. That would increase costs for everyone. It is critical to read the context in which the provisions exist, if it, I'm sorry, it is specifically limited to legal action that commences solely in response to my role as superintendent. This is very common language to include in these sorts of contracts. He also includes further, we didn't discuss it during our negotiations and so to change it at this point in time seems inappropriate. I hope that explains it." She states that this is his side of it and that she is fairly confident that they went over it because it was crossed off on hers. The research that she did couldn't find any other contracts on any other websites for superintendents that included their staff. She further states that this is not common for schools, public school districts.

Heckling and comments from the audience.

Trustee Hall asks the audience to be polite. Trustee Hall further tells the audience to "Sssshhh."

Audience continues interrupting the meeting with comments.

Chair Rutledge comments to someone in the audience to "Chill."

Trustee Reinbold asks if it is possible to approve upon being verified by the insurance provider. He further states that the board could still approve the contracts and the insurance would be approved upon verification.

Audience continues to interrupt the meeting. Trustee Hall once again gives the audience a "Sssshhh" and asks them to "Listen."

Trustee Reinbold motions for the Board to approve the contracts with the change of the automatic renewal.

The audience interrupts Trustee Reinbold continuously.

Trustee Barton motions that the spouse can be included per approval by ICRMP, other qualifying designations is eliminated, two year contract pending per board policy 6100, with a written formal evaluation annually instead of automatically renewed each fiscal year. 2nd by Trustee Reinbold.

Trustee Hall adds that if there is no automatic renewal that this agreement is for one year, no automatic renewal and “then if that is the case, this is the addendum but the contract itself needs to say one year, not two years on this the July 1, 2023 to June 30, 2024.”

Trustee Barton asks her if she would like to amend the motion.

Trustee Hall states that she would like to amend the motion to clarify that on the superintendent contract itself, not the addendum, that it is a period of one year starting July 1, 2023 and ending June 30, 2024 at the given salary.

Chair Rutledge asks her to clarify the amendment.

Trustee Hall clarifies the amendment to be in the entire agreement making it one year, no automatic renewal, and then making sure that it is one year in the superintendent contract, the front page in the superintendent contract, that they are only for one year.

Trustee Barton, Trustee Reinbold vote Aye, Chair Rutledge votes nay, Trustee Hall votes nay, then states aye, then says “I made the amendment.” Crowd erupts in loud chatter. Trustee Hall then states that “this is the change to the amendment.” Trustee Barton 2^{nds} the amendment. Trustee Barton votes Aye. Trustee Hall states that she is Aye to the amendment but that they still need to do the full contract.

Trustee Barton makes a motion to accept the full contract with amendments; spouse is included with the approval by ICRMP, other qualifying designations is eliminated, one year contract renewal per policy 6100 for annual, with a written formal annual evaluation and then (crowd interrupts) Trustee Barton responds to the crowd that there are three different contracts.

Trustee Hall amends the motion because Trustee Barton “said per approval by ICRMP, and I want to say at no additional cost to the district.” Trustee Barton 2^{nds}.

Trustee Reinbold questions Trustee Hall on her amended motion. Crowd interrupts.

Trustee Barton states that there is a second to the amendment on the table.

Trustee Barton votes Aye, Chair Rutledge votes nay, Vice Chair Brown votes nay, Trustee Hall votes Aye, Trustee Reinbold votes Aye. Crowd interrupts.

Trustee Hall states that they are voting on the amended amendment. “It’s down to a one year, no automatic renewal, ICRMP but at no additional cost. Trustee Barton states other qualifying designations on the contract. Trustee Hall states is struck. Trustee Barton states everything else is as it was before. Trustee Hall then states “and then the front cover, the front contract for the one year” Trustee Barton interrupts to state that was already approved, the majority of the board had already approved that. We are talking just the addendum.

Vice Chair Brown asks if contracts are being approved individually or as a whole. Asks if the board has issues with the first page. Trustee Barton states that she has no objection to that. Trustee Hall states that she would take them individually and put them on the table. Trustee Hall doesn’t see a reason for someone to have three days on the books. Chair Rutledge states that that is for budget hearing.

Trustee Hall clarifies with Clerk Steffie Pavey if both of the individual contracts were on the first page. Asks if she has them “being motioned and approved for the first two contracts, the first for three days and then the one for one year.” Trustee Barton states just the one for one year. Trustee Hall wants to be sure that is on the record appropriately and they should probably do a roll call, she would suggest.

Clerk Steffie Pavey asks “which one are you doing?”

Trustee Barton motions to rescind all of the previous motions and start over. Trustee Hall 2nds.

Crowd erupts in laughter.

Vice Chair Brown states that it is very convoluted at this point.

Motions passes unanimously.

Trustee Barton motions for a superintendent contract with a beginning date of July 1, 2023 extending for a one year contract June 30, 2024, as is, except for the one year, 2nd by Trustee Hall.

Chair Rutledge asks for a motion to amend the motion to extend it to a two year contract.

Crowd interrupts.

Trustee Barton states that there is a motion on the table with a 2nd for a one year contract at \$110 thousand extending from July 1, 2023 to June 30, 2024.

Trustee Hall and Trustee Barton vote Aye, Trustee Reinbold, Vice Chair Brown and Chair Rutledge voting nay. Motion fails.

Chair Rutledge asks for a motion to accept the contracts with addendum with the exception of making it a two year contract.

Trustee Barton states that that would be against board policy 6100.

Chair Rutledge states that that says they cannot automatically renew it but it can be a two year contract.

Crowd interrupts.

Trustee Barton asks why we are worried about a two year contract, it is not standard.

Chair Rutledge asks for a motion to accept the amended contract with two years.

Motion by Vice Chair Brown to accept the contracts for two years with the provision of the spouse after we get the information back from ICRMP to approve, 2nd by Trustee Reinbold.

Trustee Barton asks for clarification on the motion, “was it spouse per ICRMP, and then the other qualifying designations, two year, not automatic but with written evaluation annually?”

Chair Rutledge responds, "yes."

Trustee Reinbold, Vice Chair Brown and Chair Rutledge vote aye, Trustee Hall and Trustee Barton vote nay. Motion passes. Contracts adopted.

V. Consideration and Approval of Declaring a State of Emergency

Chair Rutledge asks for a motion for a declaration of a state of emergency if necessary for provisional certification.

Vice Chair Brown makes a motion to declare a state of emergency, 2nd by Trustee Reinbold.

Trustee Barton and Trustee Hall would like to debate.

Trustee Barton reads a statement for the record before proceeding with the state of emergency, "I do not see a need for our district to declare a state of emergency at this time. After last night's work session our community will potentially fill the gaps from our failed levy and our unused ESSER funds, from our failed levy and we can use our ESSER funds to cover the rest. We currently have a candidate and potentially a few others in the district that are certified and able to fill as an interim superintendent position. Furthermore, from the research I have done the superintendent candidate that was voted in is not currently qualified or able to fulfill all the duties of a public school superintendent, even with an emergency certification. I was voted in by the board this fall to fill the zone five trustee position, my goals at this time I felt aligned with the majority of our trustees. I ran as a common sense constitutional conservative that wanted to give my zone a voice. I currently feel the lack of transparency from the leadership of this board is very concerning. My goal was to offer a unique perspective as a teacher and parent. My hope was to unite the board, employees of the district and the community. Yet the district of our, yet the direction of our board has turned into a fascist dictatorship with an agenda which is far from our conservative point of view in no way open to uniting the board, employees of this district or community. The direction or agenda that has been kept from the members, not only from the board, but our community. I feel it's not only necessary but our jobs as school board trustees to be transparent no matter what our opinion may be. I went to the superintendent contract negotiation with an open mind to represent our board and community, I see now that no matter what was negotiated it would have been changed to best fit the new direction or agenda of our leaders. My heart has always been to fight for our kids and what I feel is right. I felt led by faith to take on this very important responsibility. I thought I had a good idea of why I was led by faith to be in this roll and now I have a better understanding. I am here to continue to fight for our community as a whole for what is good and right against evil and hidden agendas that will further divide our community. So again, I do not see a need for our district to declare a state of emergency at this time, our community will stand up."

Trustee Reinbold, Vice Chair Brown and Chair Rutledge vote Aye, Trustee Barton and Trustee Hall vote nay. Motion carries.

VI. Motion to Adjourn

Motion to adjourn was made by Trustee Reinbold, 2nd by Vice Chair Brown.

Margaret Hall, Interim Board Chairman

Brandy Paradee, Board Clerk