

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT BOARD OF EDUCATION
AGENDA STATEMENT

No. 11 b

MEETING OF April 28, 2021

REVIEWED BY:

ITEM TITLE:

NEW BUSINESS

Motion to ratify a separation agreement between the school district
and Beth Lougee

Superintendent

School Board

SUBMITTED BY: Kim Hodne, Board President

CONTACT PERSON/TELEPHONE:

APPROVED FOR SUBMITTAL:

Kim Hodne
Name Phone

Superintendent

SUMMARY STATEMENT: The Board is being asked to ratify a separation agreement with Superintendent Lougee.

ISSUE:

Board Policy requires the School Board to approve expenditures, agreements, and contracts over \$25,000. Additionally, the School Board has all decision-making authority over the position of Superintendent.

BACKGROUND:

The Board agreed to a separation agreement with Superintendent Beth Lougee, to be ratified by a vote of the Board at the next regular meeting.

RECOMMENDATION: Approve the separation agreement with Superintendent Beth Lougee.

ATTACHMENTS:

- Separation agreement

FISCAL NOTE:

EXPENDITURE
REQUIRED \$ \$80,624.42

AMOUNT
BUDGETED \$ N/A *See budget revision

RECOMMENDED ACTION:

"I move that the Board of Education approve the separation agreement with Beth Lougee."

SEPARATION AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of April, 2021, KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT (hereinafter "the District"), acting by and through its BOARD OF EDUCATION (hereinafter "the Board"), and ELIZABETH A. LOUGEE (hereinafter "Employee").

Recitals

- A. Employee is employed as Superintendent of the District under written contract executed by the parties on February 12, 2020.
- B. Employee has provided notice to the District that she wishes to tender the resignation of her position as Superintendent of the District contemporaneous with the execution of this Agreement.
- C. The District has agreed to accept Employee's resignation effective on the date identified herein.
- D. The parties mutually acknowledge that the evaluation process provided in Section 11 of the February 12, 2020 contract has not been completed.
- E. The District and the Employee have discussed the terms and conditions of Employee's resignation and have reached an amicable agreement regarding Employee's separation from the District. The parties wish to memorialize their agreement and to further define the obligations that the parties have to one another.

NOW, THEREFORE, in recognition of Employee's service to the District, and in consideration of the mutual understandings, promises, releases contained in this Agreement, and for other good and valuable consideration, the receipt of which is mutually acknowledged, the District and the Employee hereby voluntarily agree as follows:

- 1. Employee agrees to resign her position of Superintendent of the District, and shall submit written notification of her resignation to the Board. Said notice of resignation shall be tendered on or about April 16, 2021 and shall be effective at the close of business on Friday, April 30, 2021.
- 2. The District agrees, upon receipt of Employee's resignation, to provide Employee with a lump sum payment equal to one hundred and thirty (130) day's salary at the current per diem rate, less applicable taxes and ordinary payroll withholdings.
- 3. The District further agrees to provide Employee with a lump sum payment equal to the out-of-pocket cost to Employee to continue her health insurance coverage for the period beginning May 1, 2021 through October 31, 2021. Said payment shall not

include co-pays or deductible payments incurred by Employee during this time, but shall include the value of the premium payments equal to the coverage now enjoyed by Employee, including currently covered dependents. This lump sum payment can be made in multiple parts, and any amount shall be due after the Employee presents the out-of-pocket cost for the relevant timeframe to the District.

4. Payments made hereunder shall be processed forthwith and shall be paid over to Employee within 14 days of the execution of this Agreement, and shall not be subject to any offset or clawback based on any other income earned by Employee after execution of the Agreement.
5. The parties further agree that the Employee shall retain all accrued benefits pursuant to the terms of the February 12, 2020 contract between the parties, in particular, the accumulated leave provision set forth in paragraph 7(e) of said contract. Said payments shall be processed forthwith.
6. Employee agrees that she will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of the District, the Board or any of its present or former members. The District (limited to the Board, its officers and members) agrees that it will not, at any time, make, directly or indirectly, any oral or written public statements that are personally or professionally disparaging of Employee, or of her tenure as Superintendent of the District.
7. General Release and Waiver. In consideration of the obligations exchanged in this Agreement, Employee hereby releases and discharges the District, the Board, and its members from any claim, demand, action, or cause of action, known or unknown, which arose at any time from the beginning of time to the date of execution of this Agreement, and waives all claims relating to, arising out of, or in any way connected with Employee's employment with and separation from the District including, without limitation, any claim, demand, action, cause of action, including money damages and claims for attorneys' fees, except as specifically provided in this Agreement.

Employee understands and agrees that Employee is releasing the District from any and all claims by which Employee is giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by Employee or on Employee's behalf, other than in a proceeding filed by her to enforce this Agreement.

8. Confidentiality. The parties agree that, as a material and essential condition of this Agreement, the fact of and terms and conditions of this Agreement are to remain strictly confidential. The District shall not disclose this Agreement to any person, other than to the District's officers and attorneys, and to employees who have a need to know, or as required by law or lawfully-issued subpoena. Employee shall not disclose this Agreement to any person, other than her financial advisor(s), her attorneys, or as required by law or lawfully-issued subpoena.

9. Entire Agreement. This Agreement sets forth the complete agreement between the parties relating to the subjects herein. Employee acknowledges and agrees that, in executing this Agreement, she does not rely and has not relied upon any representations or statements not set forth herein made by the District with regard to the subject matter, basis, or effect of this Agreement or otherwise. This Agreement supersedes all prior agreements and understandings (including, but not limited to, oral agreements) between Employee and the District regarding the terms of Employee's employment with the District.
10. Waiver. The failure of either party to enforce any covenants or conditions after breach or default by the one or the other party shall not void the rights of the non-defaulting party to enforce the same, or any other covenants or conditions, on the occasion of any subsequent breach or default.
11. Construction. This Agreement is to be governed by and construed in accordance with the laws of the State of Alaska. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who themselves or through their agent prepared the same.
12. Time of the Essence. Time is of the essence of this Agreement as to each and every provision hereof, and failure to comply with this provision shall be a material breach of this Agreement.
13. Severability. The provisions of this agreement are severable, and if a provision is held invalid or unenforceable by a court of competent jurisdiction, such limitation or unenforceability will not affect or impair any of the remaining provisions.
14. Notice. Notice to either party shall be sufficient if hand delivered or if mailed, postage prepaid, to the following addresses:


District: Ketchikan Gateway Borough School District
333 Schoenbar Road
Ketchikan, AK 99901

Employee: Elizabeth A. Lougee
[to be provided directly to district]

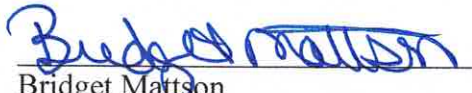
or to such other addresses as may, from time to time, be designated by the respective parties in writing.

IN WITNESS WHEREOF, the District, by and through two duly authorized members of its Board, and the Employee have executed this agreement, the day and year next below written.

Date: 4-15-21

By: 
Kim Hodne
President, Board of Education

Date: 4-15-21

By: 
Bridget Mattson
Clerk-Treasurer, Board of Education

Date: 4-15-21


Elizabeth A. Lougee

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of April, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **KIM HODNE** to me known to be the **PRESIDENT of the Ketchikan Gateway Borough Board of Education**, who on oath stated that he was duly authorized to execute said instrument; who acknowledged to me that he signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Melissa C. Hanis
Notary Public For Alaska
My Commission Expires: 6/14/2023



STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of April, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **BRIDGET MATTSON** to me known to be the **CLERK-TREASURER of the Ketchikan Gateway Borough Board of Education**, who on oath stated that she was duly authorized to execute said instrument on behalf of said entity; who acknowledged to me that she signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Melissa C. Hanis
Notary Public For Alaska
My Commission Expires: 6/14/2023



STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 15th day of April, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **ELIZABETH A. LOUGEE** to me known, who on oath acknowledged the foregoing document and that she signed the same freely and voluntarily on her own behalf for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Melissa C. Hanis
Notary Public For Alaska
My Commission Expires: 6/14/2023

