KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT BOARD OF EDUCATION AGENDA STATEMENT

No. <u>13b.</u>

MEETING OF June 25, 2025

ITEM TITLE:

<u>New Business :</u> Motion to approve a contract with PJ Ford Slack, Ph.D., to provide interim Superintendent services for FY2025-2026 REVIEWED BY: [X] Superintendent

[X] Finance

SUBMITTED BY: Daniel Schuler, Business Manager 907 247 2116

SUMMARY STATEMENT:

The School Board is being asked to approve an employment contract for PJ Ford Slack, Ph.D. as an Interim Superintendent, to be effective July 1, 2025. The Board of Education at their regularly scheduled meeting on May 28, 2025 directed Board President Katherine Tatsuda to enter into negotiations with Ms. Ford Slack, Ph.D., for an interim contract for FY2025-2026.

ISSUE: The Interim Superintendent will act as the chief school administrator and educational leader of the school district.

BACKGROUND: The School Board engaged the Association of Alaska School Boards for the permanent superintendent job posting, recruitment and finalist selection. The Board subsequently voted to suspend the permanent superintendent job search until the fall of 2025. The Board President with counsel from attorney John Sedor of Sedor, Wendlandt, Evans, and Fillippi negotiated the interim contract with Ms. Ford Slack, Ph.D.

Fiscal Note:

Expenditure Required:	Salary	\$175,000
	Benefits	\$ 32,000

Amount Budgeted: \$225,000

ATTACHMENTS:

• Interim Superintendent Contract

RECOMMENDED ACTION: "I move that the Board of Education approve an employment contract for interim Superintendent services with PJ Ford Slack, Ph.D. for FY2025-2026, commencing on July 1, 2025."

TEMPORARY SUPERINTENDENT EMPLOYMENT CONTRACT PJ Ford Slack, Ph.D.

2025-26

This agreement made this ____ day of June 2025, between the **Ketchikan Gateway Borough School District** ("District") Board of Education and **PJ Ford Slack, Ph.D.** ("Temporary Superintendent").

1. The Board agrees to employ **PJ Ford Slack**, **Ph.D.** as the Temporary Superintendent of the Ketchikan Gateway Borough School District for a term commencing July 1, 2025, and ending no later than June 29, 2026. The Temporary Superintendent understands that the District is seeking a permanent superintendent or chief school administrator.

2. The compensation paid to the Temporary Superintendent shall be \$175,000 for the contract term. Temporary Superintendent understands that the proper performance of the Temporary Superintendent's duties may require work outside of the regular workday and work week for which the Temporary Superintendent is not entitled to compensation other than the compensation described above. For calculation purposes only, the contract shall be based on 260 days during the term.

3. In addition to the compensation set out above, the District will provide the Temporary Superintendent with a District phone for use related to work duties and reimburse the Temporary Superintendent up to \$32,000 in relocation and related expenses inclusive of, but not limited to, expenses related to moving a vehicle, temporary lodging, and utilities.

4. Temporary Superintendent agrees to devote Temporary Superintendent's full time, skill, labor, and attention to Temporary Superintendent's employment pursuant to this Contract and shall accept no other employment during the term of this Contract without first obtaining the Board's consent. The District and Temporary Superintendent agree that a remote work option will be developed which will provide a maximum number of days for remote work and a maximum amount of days of remote work that may be used at one time.

5. Temporary Superintendent's salary shall be paid in accordance with the District's payroll practices for certified staff. Temporary Superintendent agrees to deductions required by law. Payments under this Contract shall not be subject to deductions for TRS because Temporary Superintendent is a temporary employee.

6. Temporary Superintendent shall be entitled to accrue and use sick leave as provided under 4 AAC 5.040.

7. Temporary Superintendent shall be entitled to 30 days annual leave during the term of this Contract. The Temporary Superintendent shall take a majority of her leave during non-student contact times and all leave must be approved by the Board, provided, however, that requests for use of annual leave may not be unreasonably denied. Up to thirty (30) days of annual leave may be cashed out at the end of the contract term. The Temporary Superintendent shall ensure adequate administrative coverage at all times when she is absent for any reason from the School District.

8. Temporary Superintendent waives District health insurance.

9. Temporary Superintendent shall administer the District in accordance with policies of the Board as prescribed by policy, written directive or otherwise, and shall faithfully perform all duties either specifically required by the Board or customarily performed by an Alaska School Superintendent. Temporary Superintendent shall advise and make recommendations to the Board on all matters upon which by Alaska law, the Board must act or that otherwise come before the Board for action. Temporary Superintendent shall select, appoint, and otherwise control all District employees serving under Temporary Superintendent subject to the approval of the Board as and to the extent required by law or policy.

10. Temporary Superintendent is obligated to abide by the Code of Ethics and Professional Teaching Standards adopted by the Professional Teaching Practices Commission pursuant to AS 14.20.370 et. seq.

11. Temporary Superintendent hereby takes the following oath: "I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of Alaska, and that I will faithfully discharge my duties as Temporary Interim Superintendent of the Ketchikan Gateway Borough School District to the best of my ability."

12. This contract may be terminated without liability to the Board:

- a. For Temporary Superintendent's failure to discharge Temporary Superintendent's duties through intentional or unintentional neglect of duty, or incompetence;
- b. For Temporary Superintendent's commission of an act constituting a crime involving moral turpitude under Alaska law;

- c. For Temporary Superintendent's substantial noncompliance with the education laws or regulations of the State of Alaska, policies, or administrative regulations of the District, or written or recorded directives of the Board;
- d. For Temporary Superintendent's breach of any material term, condition, or requirement of this contract;
- e. For Temporary Superintendent 's failure to obtain or maintain a valid Type B Administrative Certificate issued by the Alaska Department of Education and Early Development authorizing Temporary Superintendent to perform all duties of an Alaska chief school administrator; or
- f. For the objectively reasonable loss of trust in Temporary Superintendent by the Board based upon the Temporary Interim Superintendent's improper actions.

13. Prior to any action to terminate this contract for cause, the Board shall provide Temporary Superintendent with a written statement of cause. Temporary Superintendent shall be afforded the opportunity to have a pre-termination hearing before the Board upon no less than ten (10) days prior notice. At such hearing, Temporary Superintendent shall have the right to be represented by counsel at her own cost.

14. This contract may be terminated by mutual consent of both parties upon thirty (30) days written notice by either party with the written assent of the other party.

15. This contract may be terminated unilaterally by the Board upon employment of a permanent superintendent or chief school administrator by giving Temporary Superintendent thirty (30) days written notice.

16. Temporary Superintendent shall be reimbursed for reasonable transportation expenses and shall receive the same travel per diem that is paid to certificated employees while Temporary Superintendent is on travel status engaged in necessary District business pursuant to policies adopted by the Board. Temporary Superintendent may attend professional or other meetings at District expense within budgetary limitations and within Temporary Superintendent's spending authority.

17. The Board agrees to insure or indemnify the Temporary Superintendent as provided under AS 14.12.115 (including a complaint or investigation undertaken by the P.T.P.C.) so long as the alleged act or omission arises out of the Temporary Superintendent's performance of the duties required by this Contract.

18. To be effective, this contract must be signed by the Temporary Superintendent and two (2) Board members and approved by the Board in a properly convened Board meeting.2025-26 Temporary Contract

This document contains the entire agreement between the parties. There are no representations, warranties, or agreements between the parties that are not set forth herein. This contract may be amended only by and in writing that is executed by the Temporary Superintendent and two (2) Board members and approved by the Board in a properly convened Board meeting.

IN WITNESS WHEREOF the parties have executed this agreement the day, month, and year first above written.

PJ Ford Slack, Ph.D. Temporary Superintendent

Katherine Tatsuda, School Board President

Ketchikan Gateway Borough School Board Member

DATE

DATE

DATE