

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT  
BOARD OF EDUCATION  
AGENDA STATEMENT

No. 8 b.

MEETING OF March 8, 2023

**CONSENT CALENDAR**

Reviewed By

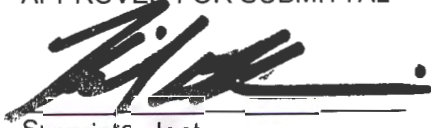
Motion to approve the offering of Certificated  
Administrator Contracts for the 2023-2024 School  
Year

Superintendent  
 Finance  
 Personnel

SUBMITTED BY:

APPROVED FOR SUBMITTAL

Rayna Bird                      907 247 2113  
Name                                      Phone

  
\_\_\_\_\_  
Superintendent

SUMMARY STATEMENT:

The Board is being asked to approve the offering of a certificated administrator contract of Deputy Superintendent for the 2023-2024 School Year.

ISSUE & BACKGROUND:

All certified contracts must be approved by the Board, in accordance with Board Policy. All other certified administrator contracts were approved for offering at the regular meeting of February 22, 2023, with the offering of the contract of Deputy Superintendent postponed until this meeting of March 8, 2023.

RECOMMENDATION:

Approval of the offering of certificated administrator contracts for the 2023-2024 school year.

FISCAL NOTE (for all proposed certificated administrators):

AMOUNT BUDGETED\*

Salary	\$ 1,648,709.00	\$ 2,146,590.33
Insurance	\$ 266,897.20	
Benefits	\$ 230,984.13	

*\*Amount to be included in the FY24 budget proposal*

ATTACHMENT: All Certificated Administrators List, APC Recommendation 2023-2024

RECOMMENDED ACTION *(If not approved as part of the Consent Calendar)*:

"I move that the Board of Education **approve the offering of a certificated administrator contract of Deputy Superintendent for the 2023-2024 school year.**"

No. 8 b.  
Attachment

<b>Last Name</b>	<b>First Name</b>	<b>Position</b>	<b>Location</b>
BOEHLERT	Sherilynn	Principal	Schoenbar Middle School
CRON	Michael	Director of Support Services	District Office
DORMER	Rick	Principal	Ketchikan High School
ESCALANTE	Alonso	Curriculum Director	District Office
HIGSON	Nicholas	Principal	Fawn Mountain Elementary
HOUSE	Jason	Assistant Principal	Schoenbar Middle School
LINDEMANN	Kurt	Principal	Revilla Alternative School
LIVINGSTON	Kayla	Principal	Ketchikan Charter School
MAXWELL	Cole	Assistant Principal	Ketchikan High School
MCLAREN	Steven	Principal	Point Higgins Elementary
OLSON	Daniel	Assistant Principal	Point Higgins Elementary
SCAMAHORN	Shane	Assistant Principal	Ketchikan Charter School
TROINA	Linnaea	Principal	Houghtaling Elementary
BROOKS-JOHNSON	Melissa	Deputy Superintendent	District Office

**Ketchikan Gateway Borough School District  
Deputy Superintendent's Contract**

Ketchikan Gateway Borough School District ("the District") and **Melissa Johnson** ("the Deputy Superintendent") mutually agree as follows:

1. Employment. The District employs Deputy Superintendent and Deputy Superintendent accepts employment by the District to work as Deputy Superintendent for the 2023-24 school year for the period from **July 1, 2023 to June 30, 2024.**

2. Duties. Deputy Superintendent shall be responsible for all job duties of the Deputy Superintendent as established by the rules, regulations, and policies of the District, and the directions of the Superintendent or designee which may be changed, either orally or in writing. Duties, position, reporting date, and/or location assigned Deputy Superintendent may be changed by the District as the needs of the District require.

3. Compensation and Benefits. The District will provide Deputy Superintendent the following compensation and benefits:

A. District will pay Deputy Superintendent a salary of **\$132,600**. For the purposes of per day calculations only, the contract shall be based on **240** days of service. Assistant Superintendent shall not be entitled to overtime pay or additional compensation for any work in addition to days of service noted herein, including but not limited to work on weekends, holidays, or outside of normal working hours. Salary shall be paid monthly and subject to regular withholding.

B. In addition to the salary specified above, the District shall provide the Deputy Superintendent with the following (and only the following) additional benefits:

(1) Reimbursed expenses. Deputy Superintendent shall receive per diem or reimbursement of actual expenses for the Deputy Superintendent's meals, transportation and lodging associated with approved travel for District business, according to the policies adopted by the Board or the policies or regulations which may hereafter be adopted by the District.

(2) Insurance. The District shall provide for the Deputy Superintendent the same health care or medical insurance coverage provided for other certificated administrative employees of the District, including any basic life and accident insurance provided therewith. In addition, provided that expense thereof shall not in any event exceed One Thousand Dollars (\$1,000) per year, nor shall the expense thereof continue beyond the term of this Agreement, the District shall provide the Deputy Superintendent with a life insurance policy in the amount of One Hundred Thousand Dollars (\$100,000.00).

(3) Sick Leave. Deputy Superintendent shall accrue and may use sick leave days as provided in 4 AAC 15.040 as may be amended from time to time. Sick leave shall have no cash value.

(4) Personal Leave. Deputy Superintendent has the discretion to take up to **ten (10)** days personal leave to be scheduled in coordination with the Superintendent to ensure adequate administrative coverage when absent. Personal leave days not

used in the fiscal year in which they are accrued are forfeited and cannot be carried over for use in subsequent fiscal years. However, eight (8) personal leave days may be cashed out in the fiscal year in which they are accrued in the amount of \$500 per day.

(5) The Deputy Superintendent shall be entitled to **thirty three (33)** annual leave days per contract year to accrue at 2.75 days per month, which shall be in addition to school holidays allowed per District policy. The Deputy Superintendent may be paid for up to twelve (12) days of unused annual leave days. In scheduling annual leave days, the Deputy Superintendent shall consider the nature and extent of the District's administrative needs at the time of the proposed annual leave days. Annual leave days must be approved by the Superintendent in advance.

(6) Holidays. Deputy Superintendent shall be entitled to the holidays outlined in Board Policy. If a holiday falls on a Saturday, the preceding Friday shall be the holiday. If a holiday falls on a Sunday, the following Monday shall be the holiday.

(7) Professional Organizations. The District shall pay the actual cost of dues for membership in job-related professional organizations such as the Alaska Association of School Administrators, subject to funding limitations as established by the Board in its annual budget, to be selected by Deputy Superintendent and approved by Superintendent.

(8) Vehicle Allowance. The District shall pay the Deputy Superintendent an automobile allowance of **One Hundred Seventy Five Dollars (\$175.00)** per month for the use of her personal vehicle for local driving to and among the District's schools. This automobile allowance will be reported to the Teacher Retirement System as income. In addition, the District will provide the Deputy Superintendent with a municipal parking permit or a rented parking space convenient to the District's central office if needed.

If, for any reason, the services of the Deputy Superintendent do not extend to June 30, 2024, no compensation will be made for unused fringe benefits not yet earned.

4. Deductions. Deputy Superintendent authorizes deductions for Teachers Retirement System, if eligible, or Social Security, if applicable.

5. Exclusivity. Deputy Superintendent shall devote Deputy Superintendent's entire professional time, attention and energies to the business of the District during the term of this contract. Deputy Superintendent shall not engage in any other business activity, whether or not such activity is pursued for gain, profit or other advantage, which interferes with or is likely to interfere with Deputy Superintendent's performance of this contract.

6. No Additional Compensation. Deputy Superintendent shall accept no compensation through the use of any District-related grants. Deputy Superintendent shall not have contractual dealings with any affiliate entities without Superintendent approval.

7. Employee status. Deputy Superintendent's position is not tenured. This contract creates no obligation on the District to offer continuing employment to the Deputy Superintendent except as provided by statute. It is expressly understood that this Contract replaces any other contract for employment by the

District issued prior to the date of this Contract and extinguishes any other rights (contractual, statutory or otherwise) to employment by the District. This Contract supersedes any provisions of policy or regulation that are inconsistent with this Contract.

8. Required Oath. By signing this contract, Deputy Superintendent makes the affirmation required by AS 39.05.130.

9. Compliance with Law and Policy. Deputy Superintendent will abide by and be bound by the laws of the United States, State of Alaska and the policies, rules and regulations of the Department of Education, and the District, as well as the Professional Teaching Standards and Code of Ethics adopted by the Professional Teaching Practices Commission (PTPC).

10. Certificates. Deputy Superintendent must hold and maintain a valid Alaska Teaching Certificate and Type B Administrative Certificate throughout employment by the District. This contract may be immediately terminated by the District if the Deputy Superintendent fails to obtain and maintain a required certificate.

11. Point of Hire. Deputy Superintendent specifically agrees that the Deputy Superintendent's point of hire is Ketchikan, Alaska. The District shall not be obligated to provide return transportation pursuant to the provisions of AS 23.10.380. Deputy Superintendent expressly waives any rights under that statute.

12. Termination by Agreement. This contract may be terminated by mutual consent of both parties upon (30) calendar days written notice by either party and the written consent of the other party. If Deputy Superintendent fails to give written notice or leaves the District following notice without the written consent of the District may be liable to revocation of certificate for breach of contract. Upon early termination of this contract or termination of the position due to administrative decision or budgetary constraints, the Deputy Superintendent shall be restored to an administrative position under applicable terms and conditions as outlined in the KLO agreement.

13. Discipline and Discharge for Cause. Deputy Superintendent may be disciplined for failure to perform as required by this Contract. This Contract may be terminated without liability to the Board should the Deputy Superintendent violate or breach any term, condition or requirement of this contract or fail to discharge the duties imposed, either through incapacity or disability, or for cause. Cause shall include, but is not limited to, the grounds set forth in AS 14.20.170. If the Superintendent decides to proceed with termination for cause, the Deputy Superintendent shall have the right to a written notice of proposed dismissal and a pre termination conference with the Superintendent to respond. The notice shall set forth the grounds for the proposed termination with sufficient specificity to provide the Deputy Superintendent a reasonable opportunity to respond. Thereafter, the Superintendent shall reach a final decision on the proposed termination for cause. The Deputy Superintendent shall have the right to be accompanied by legal counsel at the pre-termination conference. Any such legal counsel shall be paid for by the Deputy Superintendent and the District shall have no liability for any legal costs or fees incurred. Following the pre-termination conference, the Superintendent shall provide a final decision to the Deputy Superintendent in writing.

15. Mitigation of Damages. If the Deputy Superintendent is discharged, the Deputy Superintendent agrees to use utmost effort and good faith to pursue a career as a school administrator, teacher, or consultant in the education field.

16. Final Paycheck. The Superintendent may withhold the Deputy Superintendent's final paycheck pending submission of summaries, statistics, documents, school property or pending resolution of salary or compensation disputes. The Deputy Superintendent waives the right to be

paid final payment within seventy-two (72) hours of termination as set forth in AS 23.05.140.

17. Entire Agreement. This Contract is the entire agreement between the parties. Any oral agreement between the parties shall be null and void. This Contract shall be modified only in writing. This Contract extinguishes any earlier written contracts between the parties.

18. Non-assignment. This Contract shall be non-assignable by either party and shall not be specifically enforced by either party.

19. Indemnification. The District agrees to defend, save and hold harmless, and indemnify the Deputy Superintendent against any tort, professional liability claim or demand or other legal action arising out of any alleged act or omission by the Deputy Superintendent in performance of the duties set forth in paragraph 2 above, provided that the act or omission is within the course and scope of Deputy Superintendent's employment. The District will defend, compromise, and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered therein. The District will defend, compromise, or settle any claim in its sole, good faith discretion. The indemnification provided herein shall continue after the employment relationship between the Deputy Superintendent and the District is terminated or expires as long as the conduct, action or omission complained of occurred during the course of the Deputy Superintendent's employment with the District. Indemnification is conditioned upon the Deputy Superintendent informing the District (Attention Superintendent) in writing as soon as possible and no later than ten (10) calendar days from the date the Deputy Superintendent received an oral or written demand, notice, summons, or complaint which may give rise to a right to indemnification as provided for herein. This provision shall not provide the Deputy Superintendent with indemnification, including reasonable attorney fees, in the case of any dispute with the District or School Board over the terms of this Contract or termination thereof.

20. Waiver. The failure of either party to enforce any covenants of 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.

21. Construction of Agreement. This Contract shall be interpreted according to the laws of the State of Alaska and shall not be subject to any rule of construction against the drafter thereof. In the event any provision of this Contract is found to be in violation of Alaska law, such provision(s) shall be stricken, but the remainder of the Contract shall remain in full force and effect.

22. Timely Acceptance and Binding Effect. This contract shall be void if not signed and returned to the District Office within thirty (30) days of receipt by the Deputy Superintendent. This contract shall not be effective unless and until it has been approved by the School Board and signed by at least two Board members.

I hereby accept this contract and the conditions contained herein:

\_\_\_\_\_  
Deputy Superintendent Signature

\_\_\_\_\_  
Date

This contract is approved and entered on behalf of the District.

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Board Member	Date
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Board Member	Date
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