

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT  
AGENDA STATEMENT

No. 12 a

MEETING OF May 26, 2021

Reviewed By

Item Title:

**NEW BUSINESS**

Finance

Ratification of an Interim Superintendent Contract  
with Melissa Johnson

SUBMITTED BY Kim Hodne, Board President

Contact Person/Telephone

APPROVED FOR SUBMITTAL

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

SUMMARY STATEMENT: The School Board needs to ratify a contract which has been negotiated with Melissa Johnson for the position of Interim Superintendent.

ISSUE:

Business Manager Katie Parrott has been serving as Acting Superintendent since the resignation of former Superintendent Beth Lougee on April 30, 2021. Melissa Johnson was interviewed by the School Board in a special meeting on Thursday, May 20, 2021. At that meeting, the Board approved a motion appointing Ms. Johnson as Interim Superintendent effective immediately. Board President Kim Hodne and Board Clerk-Treasurer Bridget Mattson were appointed to negotiate the contract with Ms. Johnson. The proposed contract term is May 24, 2021 through June 30, 2022.

BACKGROUND:

Mrs. Johnson has been the Assistant Principal of Schoenbar Middle School for the 2020-2021 school year and was previously the Activities Director at Ketchikan High School since 2018. Previously Mrs. Johnson served as an elementary teacher at Tongass School of Arts & Sciences and Schoenbar Middle School. Mrs. Johnson has a BS in Elementary Education from Haskell University and a Master's degree in Educational Leadership at Northeastern State University. Mrs. Johnson has active certifications as a Type B Administrator in the State of Alaska, with endorsements as a PreK-12 Principal and Superintendent.

RECOMMENDATION: Approval of the Interim Superintendent Contract with Melissa Johnson.

FISCAL NOTE: Proposed Salary: \$145,935 Insurance: \$16,155.4 Benefits: \$21,891

EXPENDITURE	AMOUNT
REQUIRED    \$183,982*	AVAILABLE \$ 203,348*

*\*Amounts include FY21-FY22 expected expenditures & budgets*

EXHIBITS ATTACHED

- Interim Superintendent Contract

RECOMMENDED ACTION:

“I move that the Board of Education ratify an Interim Superintendent Contract with Melissa Johnson.”

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

This employment contract is made and entered into this 24th day of May, 2021, by and between the **Ketchikan Gateway Borough School District** (hereinafter the *District*), acting by and through its Board of Education (hereinafter the *Board*), of Ketchikan, Alaska, and **Melissa Brooks-Johnson** (hereinafter the *Superintendent*).

### Recitals

A. The District wishes to employ an Interim Superintendent as its chief school administrator, hereinafter the Superintendent, as contemplated under AS 14.14.130. The Superintendent wishes to accept such employment by the District, upon the terms and conditions set forth herein.

B. The District and the Superintendent share the belief that a written employment contract is helpful and appropriate to structure the parties' relationship and to define each party's expectations.

C. The parties recognize that a written contract for employment of the Superintendent will furnish a basis of effective communication between them as they fulfill their governing and administrative functions in the operation of the educational program of the District.

**NOW, THEREFORE**, the District and the Superintendent agree as follows:

1. **Term.** The District, in consideration of the promises of the Superintendent herein contained, hereby employs the Superintendent, and the Superintendent accepts employment, as the chief school administrator ("superintendent") of the Ketchikan Gateway Borough School District, as contemplated by Alaska Statute 14.14.130. The employment agreed upon, subject to the terms and conditions of this Agreement, is for an initial term of 28 work days, commencing on May 24, 2021, and ending June 30, 2021, paid at Ms. Johnson's per diem rate as Schoenbar Assistant Principal. Beginning July 1, 2021, and ending June 30, 2022, Ms. Johnson will be subject to the terms and conditions of this Agreement for a term of one (1.0) years.

2. **Extent of Work Duties.** For the salary agreed upon, the Superintendent will work not less than 260 regular week days per year and otherwise as needed to perform the duties of chief school administrator in a professional manner. It is agreed that the duties to be performed by the Superintendent are by their nature exempt from entitlement to overtime compensation, as executive, professional, administrative or supervisory or a combination thereof.

3. **Professional Certification and Other Warranties.** The Superintendent warrants that:

- a. She is a citizen of the United States of America;
- b. She has a valid certificate from the Alaska Department of Education to serve as the Superintendent of the District, and she shall maintain said certificate in good standing while employed by the District; and,
- c. She shall maintain a current medical certificate in the form prescribed by the District.

Each of these warranties is a material term of this agreement. From time to time, at the request of the District, the Superintendent will have a medical examination at District expense to ascertain whether she remains physically and mentally able to perform the work duties required of the District's Superintendent. To this end, all information generated from such examinations will be made available to the District. The Superintendent authorizes deductions for the Teacher's Retirement System. The Superintendent solemnly swears or affirms that she will support and defend the Constitution of the United States and the Constitution of the State of Alaska and will faithfully discharge the duties of superintendent of schools to the best of her ability.

4. **Superintendent's Responsibilities.** The Superintendent is responsible for the administration of the schools under the direction of the Board, as contemplated by Alaska Statute 14.14.130. She (a) shall be the chief executive officer of the Board, (b) shall direct and assign teachers and other employees of the schools under her supervision, (c) shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, subject to the approval of the Board, (d) shall select all personnel, subject to the approval of the Board, (e) shall, from time to time, suggest regulations, rules and procedures deemed necessary for the effective and efficient operation of the District, and (f) in general, perform all duties incident to the Office of the Superintendent and other duties as may be prescribed by the Board from time to time, including by way of District policy. The Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, to serve as an ex-officio member of all Board committees, and to provide administrative recommendations on each item of business considered by each of these groups.

5. **Professional Growth of the Superintendent.** The Board encourages the continuing professional growth of the Superintendent through her participation in:

- a. The operations, programs and other activities conducted or sponsored by local, State and national school administrator and school board associations,
- b. Seminars and courses offered by public or private educational institutions; and,

c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Board.

The Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters, and the District shall pay the necessary travel and subsistence expenses as approved by the Board in the annual budget. Travel must be approved by the School Board President in advance.

6. **Compensation.** Commencing May 24, 2021, and ending on June 30, 2021, the District shall pay the Superintendent her current per diem rate as Assistant Principal. Upon Beginning July 1, 2021, and continuing for a period of one (1) year, the District shall pay the Superintendent an annual salary of One Hundred Thirty Thousand (\$130,000). The per diem rate under this contract is based on the annual salary and a 260-workday year. Should KLO negotiate an increase to their salary schedule, the same percent-increase shall be applied to the Superintendent's annual salary. No employee under the Superintendent's supervision shall make a higher annual salary than the Superintendent.

7. **Insurance, Annual Leave and Other Benefits.** In addition to the salary specified above, the District shall provide the Superintendent with the following (and only the following) benefits:

a. The District shall provide for the Superintendent the same family health 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 the expense thereof shall not in any event exceed One Thousand Dollars (\$1,000.00) per year, nor shall the expense thereof continue beyond the term of this Agreement, the District shall provide the Superintendent with a life insurance policy in the amount of One Hundred Thousand Dollars (\$100,000.00).

b. The Superintendent shall be entitled to thirty-five (35) annual leave days per contract year to accrue at 2.92 days per month, which shall be in addition to school holidays allowed per District policy and the Superintendent's ten (10) personal leave days. Annual leave days are subject to an accrual limit of thirty-five (35) days. The Superintendent may be paid for up to five (5) days of unused annual leave each fiscal year. Subject to Paragraph 7(e), the right to such fiscal year payments will not accrue and shall be forfeited if not exercised before the end of the current fiscal year. In scheduling annual leave days, the 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 School Board President in advance.

c. The Superintendent has the discretion to take up to ten (10) days personal leave each fiscal year. Personal leave days not used in the fiscal year in which they are accrued are lost 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.

d. The Superintendent is also entitled to sick leave, to be earned, accrued and utilized in accordance with applicable statutes and regulations pertaining to sick leave for certificated employees. The School Board President must be notified within seven (7) days after sick leave is used.

e. Upon expiration or termination of his employment for any cause, the Superintendent is entitled to be paid for accrued, unused annual leave at the applicable daily compensation rate, subject to the accrual maximum set forth above.

f. The District shall pay 100% of the Superintendent's membership charges for the American Association of School Administrators and the Alaska Association of School Administrators or comparable organizations and, subject to funding limitations as established by the Board in its annual budget, charges for participation in other professional groups, membership in which the Superintendent feels is appropriate to maintain and improve her professional skills.

g. The District shall pay the Superintendent an automobile allowance of Two Hundred Fifty Dollars (\$250.00) per month for the Superintendent's 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 Superintendent with a municipal parking permit or a rented parking space convenient to the District's central office if needed.

8. **Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses, budgeted or otherwise approved by the Board and incurred by the Superintendent, in the continuing performance of her duties under this Employment Contract.

9. **Professional Liability.** The District agrees to defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as an agent and employee of the District, to the extent such is within the authority of the District to provide under State law, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal acts, claims for fraud or dishonesty and administrative or disciplinary proceedings

against the Superintendent; EXCEPT THAT in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, action and legal proceedings. The District shall have the option, in its sole discretion, of hiring an outside attorney or providing legal representation through an attorney made available by or through the District, as well as the option to settle or litigate such matters, as the District may see fit.

10. **Goals and Objectives.** At a time to be established by mutual agreement, administrative regulation or Board policy, the Superintendent shall meet with the Board to establish Superintendent goals and objectives for the school year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Interim Superintendent is evaluated as hereafter provided.

11. **Communication and Evaluation.** The Board, individually and collectively, shall promptly refer all complaints, criticisms and suggestions called to its attention to the Superintendent for review, study and appropriate response.

The Board shall evaluate and assess in writing the performance of the Superintendent as set forth in the evaluation form attached as Exhibit A to the Superintendent's Employment Contract. This evaluation and assessment shall be reasonably related to the Superintendent's position description and the goals and objectives created by the Board for the Superintendent for the year in question.

a. If the Superintendent requests, the Board shall meet and discuss the evaluation form with the Superintendent, attempting in good faith to agree on the development and adoption of an alternative evaluation form. In any event, the Board shall adopt an evaluation format within one hundred fifty (150) days of the effective date of this contract and shall evaluate the Superintendent pursuant thereto as set forth below.

b. At least once each fiscal year the Board and the Superintendent shall meet in a closed executive session for the purpose of evaluation of the performance of the Superintendent provided, however, that the Superintendent may request that the evaluation take place in public. In addition, the Board is entitled to evaluate the performance of the Superintendent more frequently at the discretion of the Board. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance.

c. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right, within ten (10) days, to make a written response to the evaluation. Within thirty (30) days

of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

**12. Termination of Employment Contract.** The Interim Superintendent's rights to continuing employment as the Superintendent are expressly limited to the contract terms set forth herein. It is understood and agreed that the Superintendent serves at the pleasure of the Board and that, in view of the provisions of Alaska Statute 14.20.150(c), no tenure rights are applicable to the employment of the Superintendent by the District.

a. This contract may be terminated without liability to the District should the Superintendent fail to discharge the duties imposed, either through incapacity or disability and said incapacity or disability is permanent, irreparable or of such nature as to substantially impair her performance of contractual or professional duties.

b. This contract may be terminated without liability to the District should the Superintendent fail to maintain at all times the required Alaska Department of Education certification for a superintendent of schools.

c. 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. If the Superintendent fails to give written notice or leaves the position without the written assent of the District, she may be liable for revocation of her certificate for breach of contract.

d. This contract may otherwise be terminated without liability to the District for good cause, as reasonably determined by the Board. Such good cause includes, but is not limited to, the Superintendent's failure to abide by the code of ethics and teaching standards of the State of Alaska Professional Teaching Practices Commission as set forth in 20 AAC 10.020 and as that regulation may be amended, revised or replaced.

e. This contract may be terminated unilaterally by the Board for convenience by giving the Superintendent thirty (30) days written notice and paying the Superintendent severance pay equal to the lesser of one (1) years annual salary or the amount of salary that would otherwise be paid over the term of this contract. Severance pay will be paid in installments as set forth in Paragraph 6. Severance pay shall be based on salary only, and all deductions required by law shall be deducted from the severance pay amount. Upon termination for convenience, all benefits to which the Superintendent would be entitled under this contract or by reason of her employment will cease unless otherwise required by law. However, the Superintendent shall receive sick leave and annual leave time accrued through the date of termination for convenience.

f. In terminating the Superintendent for cause, the Board shall provide the Superintendent with a written Notice of Intent to Terminate, alleging the reasons for the termination. Within fifteen (15) days following receipt of said Notice, the Superintendent may request a hearing before the Board, to be held within fifteen (15) days of such request. If the Superintendent does not request a hearing within the time provided, the employment of the Superintendent will be finally terminated as of the time when the right to request a hearing expires. In its Notice of Intent to Terminate, alleging the reasons for termination, the Board shall be entitled, in its discretion, to suspend the Superintendent with pay from the performance of her work responsibilities pending the outcome of the hearing. At the hearing before the Board the Superintendent shall have the right to be represented by counsel, the right to bring witnesses to testify in her behalf and to cross-examine any witnesses against her, the right to request that the hearing be either public or private, and the right to require that the hearing be under oath or affirmation. Formal rules of evidence will not apply, and the Board will be entitled to rely upon such evidence as it finds reliable. If as the result of said hearing the Board decides not to terminate this agreement for cause, the Notice of Intent to Terminate will be rescinded and any lost salary and benefits restored to her. If as the result of said hearing the Board decides to terminate this agreement for cause, that decision is subject to appeal to the Superior Court upon the record of the proceedings before the Board.

g. This contract may be terminated by the retirement of the Superintendent.

h. This contract shall terminate immediately upon the death of the Superintendent, and on the happening of that event, the District shall not be liable for any payment of salary accruing thereafter. The District shall be obligated to make a payment to the designated beneficiary or the estate of the Superintendent in an amount equal to the accrued annual leave time as if the contract were terminated for some other reason. No other benefits are payable to the Superintendent's estate or designated beneficiaries.

i. Upon termination of this contract at its natural expiration of June 30, 2022, the Interim Superintendent shall be restored to an equal or higher administrative position than the one she left upon accepting the Interim Superintendent position, under applicable terms and conditions as outlined in the KLO agreement. However, upon termination of this contract before June 30, 2022 due to the hiring of a permanent Superintendent by the School Board, the Interim Superintendent shall be offered the position of Assistant Superintendent, to commence upon the hire date of the permanent Superintendent through the end of this contract term.



13. **Compliance With Applicable Laws.** In the performance of their respective responsibilities, the District and the Superintendent agree to abide by all applicable laws, including but not limited to Title 14 of the Alaska Statutes, the regulations of the Department of Education, District policies, applicable District administrative regulations and the code of ethics and professional teaching standards adopted by the Professional Teaching Practices Commission.

14. **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.

15. **Remedies Not Exclusive.** No remedy herein conferred upon, or reserved to, the parties is intended to be exclusive of any other remedy herein or by law provided, but each will be cumulative and will be in addition to any remedy given hereunder or now or hereafter existing at law, or in equity, or by statute.

16. **Amendments.** This Superintendent's Employment Contract and the exhibits or addenda, if any, attached hereto set forth the entire agreement between the parties and supersede all prior discussion, negotiations, and agreements as to the subject matter of this Agreement, whether oral or written. No modifications of, amendments to, or waivers of any portion of this agreement may be made unless made in writing and duly signed by the Superintendent and by duly designated members of the Board. This Agreement may be amended by a writing duly executed by the Superintendent and authorized members of the Board.

17. **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 herself or through her agent prepared the same.

18. **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.

19. **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.

20. **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, Alaska 99901

Superintendent: Melissa Brooks-Johnson  
Ketchikan Gateway Borough School District  
333 Schoenbar Road  
Ketchikan, Alaska 99901

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 Superintendent have executed this agreement, the day and year next below written.

**Ketchikan Gateway Borough  
School District**

Date: May 24, 2021

By Kim Hodne  
Kim Hodne  
President, Board of Education

Date: May 24<sup>th</sup>, 2021

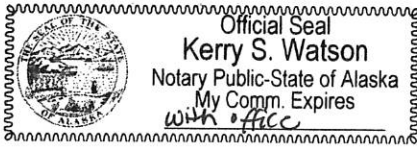
By Bridget Mattson  
Bridget Mattson  
Treasurer, Board of Education

Date: May 24<sup>th</sup>, 2021

Melissa Brooks-Johnson  
MELISSA BROOKS-JOHNSON

STATE OF ALASKA    )  
                                  ) ss:  
First Judicial District    )

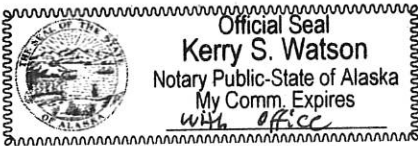
The foregoing instrument was acknowledged before me this 24th day of May, 2021, by **Kim Hodne**, President of the Ketchikan Gateway Borough School District Board of Education, on behalf of the Ketchikan Gateway Borough School District.



Kerry S. Watson  
Notary Public for Alaska  
Commission expires: with office

STATE OF ALASKA )  
 ) ss:  
First Judicial District )

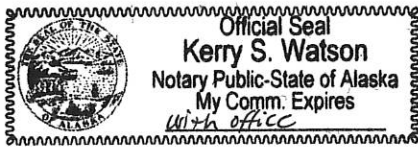
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2021, by **Bridget Mattson**, Treasurer of the Ketchikan Gateway Borough School District Board of Education, on behalf of the Ketchikan Gateway Borough School District.



Kerry S. Watson  
Notary Public for Alaska  
Commission expires: with office

STATE OF ALASKA )  
 ) ss:  
First Judicial District )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2021, by **Melissa Brooks-Johnson**.



Kerry S. Watson  
Notary Public for Alaska  
Commission expires: with office

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