

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
BOARD OF EDUCATION
AGENDA STATEMENT

No. 10 a

MEETING OF February 23, 2022

Reviewed By

Item Title:

NEW BUSINESS

Motion to approve an contract with Michael Robbins as Superintendent of Schools

Legal Counsel
 Board negotiating committee

SUBMITTED BY Bridget Mattson, Clerk Treasurer

Contact Person/Telephone

APPROVED FOR SUBMITTAL

Name Phone

SUMMARY STATEMENT:

The Board is being asked to act on an employment contract for Michael Robbins as Superintendent, to be effective July 1, 2022.

ISSUE:

The Superintendent is the chief school administrator and educational leader of the school district. At a special meeting on February 10, 2022, the School Board approved entering into negotiations with Mr. Michael Robbins for a permanent contract.

BACKGROUND:

The Board engaged the Association of Alaska School Boards for the permanent superintendent job posting, recruitment, and finalist selection. The Board facilitated an open permanent superintendent interview process, soliciting community and stakeholder feedback, from January 31, 2022 through February 10, 2022. The Board considered the applications, interviews, public emails and letters, etc. including stakeholder input in their deliberation.

The Board unanimously voted to offer a permanent superintendent contract to Michael Robbins on February 10, 2022.

A team of two Board members with counsel from attorney John Sedor of Sedor, Wendlandt, Evans, and Fillippi has negotiated a permanent contract with Michael Robbins.

FISCAL NOTE:

EXPENDITURE

REQUIRED: \$145,000.00 - (Salary for 2022-2023)
(Does not include benefits)

AMOUNT

BUDGETED \$ _____

EXHIBITS ATTACHED

- Superintendent Contract

RECOMMENDED ACTION:

"I move that the Board of Education approve an Employment Contract with Mr. Michael Robbins as Superintendent of Ketchikan Gateway Borough School District, for a term of two years, commencing on or about July 1, 2022."

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This employment contract is made and entered into this ___ day of February, 2022, 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 Michael Robbins (hereinafter the *Superintendent*).

Recitals

- a. The District wishes to employ the Superintendent as its chief school administrator as provided for 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 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 employs the Superintendent, and the Superintendent accepts employment, as the chief school administrator ("Superintendent") of the Ketchikan Gateway Borough School District. The term of this Contract shall be two (2) years beginning on July 1, 2022 and expiring on June 30, 2024.
2. **Professional Certification and Other Warranties.** The Superintendent warrants that:
 - a. He is a citizen of the United States of America;
 - b. He has a valid certificate from the Alaska Department of Education to serve as the Superintendent of the District and shall obtain a Superintendent endorsement prior to the commencement of this Contract, and he shall maintain said certificate and endorsement in good standing while employed by the District; and,
 - c. He 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 he remains physically and mentally able to perform the work duties required of the District's Superintendent. The Superintendent solemnly swears or affirms that he 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 his ability.

3. **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. He (a) shall be the chief executive officer of the Board, (b) shall direct and assign teachers and other employees of the schools under his 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.

4. **Professional Growth of the Superintendent.** The Board encourages the continuing professional growth of the Superintendent through his 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 his professional responsibilities for the Board.

The Board shall permit a reasonable amount of 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.

5. **Compensation.** The District shall pay the Superintendent an annual salary per school year of One Hundred Forty-Five Thousand (\$145,000.00) which is based on 260 days of service per school year. The salary set out above will be subject to deductions required by law or authorized in this Contract. The days of service set out above are for per-day calculations only and are not intended to be reflective of the actual number of days the Superintendent shall work under this contract. The Superintendent shall not be entitled to additional compensation for any work performed on weekends, holidays, after normal working hours, or in excess of 260 days of service per year.
6. **Teachers' Retirement System.** The Superintendent authorizes the District to make regular deductions from his salary for the Teachers' Retirement System.
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 five (5) 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 **ten (10)** days of unused annual leave each fiscal year. The right to cash out annual leave days shall be forfeited if not exercised before the end of each 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 five (5) days personal leave each fiscal year. 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. The Superintendent shall not receive pay for any unused personal leave.
- 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, further, 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 his professional skills. In addition, the Board shall provide for mentoring services as and to the extent determined necessary and helpful for the Superintendent subject to prior review and approval of the contract for mentoring services and the mentor providing services.

- 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 his personal vehicle for business purposes. This automobile allowance will be reported as income and included for purposes of the Teacher Retirement System. 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 his duties under this Contract.
9. **Reimbursed Moving Expenses.** The Superintendent shall be reimbursed for up to \$5000.00 of moving expenses within 20 days of submittal of appropriate receipts to the District business office. Receipts must be submitted by December 31, 2022.
10. **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 his individual capacity, or in his 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 and including complaints filed with the Professional Teaching Practices Commission (PTPC), provided the incident arose while the Superintendent was acting within the course and scope of his employment and excluding criminal acts, claims for fraud or dishonesty provided 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. As a condition of indemnification, the Superintendent shall notify the District in writing as soon as possible and no later than ten (10) days after receiving a written notification, demand, summons or complaint that may give rise to a right of indemnification as set out above. The Superintendent is not entitled to indemnification or defense, including reasonable attorney fees, in any dispute

with the District over the terms of her employment with the District or termination thereof.

11. **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 Superintendent is evaluated as hereafter provided.
12. **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 two times each fiscal year of this Contract. In order to effectuate these evaluations, the Superintendent shall place "Schedule Superintendent Evaluation" on the October and April Board Regular Meeting agenda. The evaluation and assessment shall include the written goals and objectives outlined in section 10 above and will be reasonably related to the Superintendent's position description.

- a. The evaluation process shall include that 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 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.
- b. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of a written composite 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.

13. Termination of Employment Contract. The Superintendent's rights to continuing employment are expressly limited to the contract terms set forth herein. It is understood and agreed that the Superintendent does not attain tenure rights as provided by AS 14.20.150.

- 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 his 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.
- 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 grounds set out in AS 14.20.170, reasonable loss of confidence in the Superintendent, or 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. The Superintendent hereby expressly waives any rights as set forth in AS 14.20.170 and AS 14.20.180. If the Board decides to proceed with termination for cause, the Superintendent shall have the right to a written statement of cause and a pre-termination conference with the Board in executive session to respond to the statement of cause. The Superintendent waives his right to have the pre-termination conference in public session. The Board shall provide the statement of cause at least 10 days prior to the pre-termination conference. The statement of cause shall set forth the time, date, and place of the conference, and shall set forth the

grounds for the proposed termination with sufficient specificity to provide the Superintendent a reasonable opportunity to respond. Thereafter, the Board shall vote on the proposed termination for cause in open session which vote shall be a final decision of the District. The Superintendent shall have the right to be accompanied by legal counsel at the pre-termination hearing. Such legal counsel shall be paid for by the Superintendent and the District shall have no liability for any legal costs or fees incurred.

- e. This contract may be terminated unilaterally by the Board for convenience by giving the Superintendent ten (10) days written notice and paying the Superintendent severance pay equal to the lesser of one (1) year annual salary or the amount of salary that would otherwise be paid for the remainder of the contract. 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 his employment will cease unless otherwise required by law. However, the Superintendent shall receive accrued but not used personal leave and accrued but not used annual leave through the date of termination for convenience. If the Board terminates this Contract for convenience, all sums due the Superintendent shall be paid as the sums would become due, without interest, provided that the Superintendent shall be required to mitigate damages and amounts owed under this paragraph shall be reduced by any sums that the Superintendent may earn from any direct or indirect education-related employment or any other employment outside the field of education. The Superintendent agrees that all compensation received from consulting work, education related employment, non-education related employment, or any other work that in any way supplements the Superintendent's income shall be deducted from the compensation due under this paragraph. The Superintendent agrees to utilize his utmost effort and good faith to pursue the Superintendent's career either as a Superintendent or principal or teacher or as a consultant in the education field.

- f. 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.

14. 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.

15. 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.

16. 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.

17. 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, contracts of employment 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.

18. 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 himself or through his agent prepared the same.

19. **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.

20. **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.

21. **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: Michael Robbins

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: _____, 2022

By _____

Stephen Bradford
President, Board of Education

STATE OF ALASKA)
) ss:
First Judicial District)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Stephen Bradford**, President of the Ketchikan Gateway Borough School District Board of Education, on behalf of the Ketchikan Gateway Borough School District.

Notary Public for Alaska
Commission expires: _____

Date: _____, 2022

By _____
Bridget Mattson
Treasurer, Board of Education

STATE OF ALASKA)
) ss:
First Judicial District)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **Bridget Mattson** Treasurer of the Ketchikan Gateway Borough School District Board of Education, on behalf of the Ketchikan Gateway Borough School District.

Notary Public for Alaska
Commission expires: _____

