



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

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MEMORANDUM

Date: May 18, 2009
To: School Board Members
From: Sammy Crawford, President
KPBSD Board
Re: Superintendent Contract

The attached contract for Steve Atwater is, as discussed, recommended for approval. The contract is for three years with a salary amount of \$125,000 for FY10, \$128,125 for FY11 and \$131,238.125 for FY12.

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
148 N. Binkley Street
Soldotna, AK 99669

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This agreement, entered into this 1st day of June 2009, by and between the Kenai Peninsula Borough School District, hereinafter called DISTRICT, and Stephen Atwater, Ph.D., hereinafter called SUPERINTENDENT, is as follows:

1. TERM: The DISTRICT hereby employs and the SUPERINTENDENT hereby accepts employment as SUPERINTENDENT for a term commencing July 1, 2009, and ending June 30, 2012. For purposes of this agreement each contract year commences July 1.
2. DUTIES: The SUPERINTENDENT will perform the duties of SUPERINTENDENT as established by the Board and state law.
3. SALARY: The DISTRICT shall pay the SUPERINTENDENT at an annual salary of \$125,000.00 during the first year of this contract. For each succeeding year the salary will be increased by 2.5% over the previous year's salary (\$128,125.00 for FY11, and \$131,328.125 for FY12). As necessary for application of any provision of this contract, the per diem rate of compensation shall be the annual salary in effect of the applicable date divided by 230.
4. CONTRACT CONTINUATION: If the DISTRICT intends not to renew this contract, then the SUPERINTENDENT must be advised of this intent prior to December 1. If he is not so notified, an automatic one-year extension will result, thereby making it a perpetual or "rolling" three year contract.
5. RULES AND REGULATIONS: The SUPERINTENDENT shall abide by and be bound by District policies and regulations as well as State Board of Education regulations and the laws of the United States and State of Alaska.
6. ADDITIONAL COMPENSATION: The SUPERINTENDENT shall annually receive \$4,000 in recognition of his advanced degree.
7. EVALUATION: The DISTRICT shall provide the SUPERINTENDENT with periodic opportunities to discuss Superintendent/District relationships and each

board member will evaluate his performance annually. Each evaluation submitted will be reviewed with the SUPERINTENDENT before the close of each fiscal year. Any individual evaluation will be open for discussion with the entire Board during an annual review.

8. TRAVEL EXPENSES: Travel and per diem reimbursement for expenses for official district business shall be at the rates authorized by the Board for all employees.
9. AUTOMOBILE EXPENSES: The DISTRICT shall provide the SUPERINTENDENT a four-wheel drive vehicle and operating expenses for his use in conducting District business and reasonable personal use during the period of this contract. The SUPERINTENDENT will not receive a car allowance or mileage reimbursement.
10. CELLULAR TELEPHONE: The DISTRICT shall provide the SUPERINTENDENT with a cellular telephone and services for his use in conducting District business and reasonable personal use during the period of this contract.
11. PHYSICAL EXAMINATION: The SUPERINTENDENT shall undergo a complete yearly physical examination by January 1 of each year, paid by the DISTRICT.
12. INSURANCE: The SUPERINTENDENT shall receive the same life and health insurance as the District provides for the school principals.
13. LEAVE: The SUPERINTENDENT shall receive vacation leave of thirty (30) working days per year. The SUPERINTENDENT must use at least one half (15 days) of each year's vacation leave within that year and days not taken within this mandatory use amount will be lost. Unused vacation leave in excess of the mandatory use amount may be cashed out or carried forward and may be used in succeeding years. Payment of any accrued leave will be computed using the salary in effect on the date the leave is taken or paid. In addition to vacation leave, the SUPERINTENDENT will be allowed six (6) days of personal leave each year of which a maximum of six (6) days may be cashed out in any year, rather than being taken as leave. Personal leave may accrue to a maximum of thirteen (13) days. Any end of year accrual of personal leave in excess of six (6) days not cashed out or taken shall be lost. The SUPERINTENDENT shall

accumulate sick leave at the rate of one and one-third days per month. This leave may be used for illness and related conditions, as allowed for teachers within the District. The SUPERINTENDENT has no right to cash out any unused sick leave upon termination of his employment.

14. OTHER BENEFITS: The SUPERINTENDENT shall participate in the retirement system as required for District employees and shall be eligible to participate in any deferred compensation or flexible benefits programs as are available to school principals. The SUPERINTENDENT will be eligible for any benefits previously earned in the Kenai Peninsula School District prior to this contract.
15. CONTRACT TERMINATION: The contract may be terminated by mutual consent upon thirty (30) days written notice by either party and the written consent of the other party without liability to the DISTRICT.
Should the SUPERINTENDENT be terminated for violation of criminal laws, District policy, Professional Teaching Practices standards, or misconduct in office, the DISTRICT will have no obligation to pay compensation after the date of termination. If the DISTRICT terminates the services of the SUPERINTENDENT, except with cause as specified herein, the DISTRICT shall be obligated to continue payment of salary until the ending date of this contract; however, such payment will be offset by any other earnings, and the SUPERINTENDENT shall have the obligation to seek and accept equivalent employment. The DISTRICT may terminate this contract without obligation for further compensation if the SUPERINTENDENT is unwilling or unable to continue performance of his duties.
16. CONTINUED EMPLOYMENT: Upon termination of this contract, the SUPERINTENDENT shall be provided the opportunity to return to a position as a tenured employee in the DISTRICT with salary and experience based on his original date of hire.
17. PROFESSIONAL DUES AND PROFESSIONAL DEVELOPMENT: The DISTRICT shall pay the SUPERINTENDENT'S dues in one Alaska, and one national or regional superintendents' association. The DISTRICT shall provide the SUPERINTENDENT reasonable funding for travel to and attendance at the

annual conference of the American Association of School Administrators and regular meetings of the Alaska Association of School Administrators.

Signed at:
KENAI PENINSULA BOROUGH SCHOOL DISTRICT
Soldotna, Alaska

By: _____
Sammy Crawford, President of the
Kenai Peninsula Borough School Board

By: _____
, Clerk of the
Kenai Peninsula Borough School Board

Subscribed and sworn to before me on this ____ day of _____, 2009

Seal

SUPERINTENDENT

Stephen Atwater, Ph.D.

Subscribed and sworn to before me on this ____ day of _____, 2009

Seal