



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Board of Education

Joe Arness, President

148 North Binkley Street Soldotna, Alaska 99669-7553
Phone (907) 714-8888 Fax (907) 262-9132

M E M O R A N D U M

DATE: June 17, 2011
TO: Members, Board of Education
FROM: Joe Arness, President
Board of Education
RE: Superintendent Contract

The attached contract is submitted for your approval. The salary reflects a \$5,000 increase for 2011-2012 and a boost for inflation in each of the other years of the contract. It also allows for a "reopener" next spring when we will do a thorough investigation of prevailing supt. salaries. The only other change from current language is making the life insurance benefit double the annual salary (the same as other employees).

Your approval is recommended in that I feel it is important we reaffirm our support of the supt. by giving him this new contract.

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

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This agreement, entered into this 11th day of July 2011, by and between the Kenai Peninsula Borough School District, hereinafter called DISTRICT, and Stephen Atwater, Ph.D., hereinafter called SUPERINTENDENT, is as follows:

1. EMPLOYMENT: The DISTRICT hereby employs and the SUPERINTENDENT hereby accepts employment as SUPERINTENDENT upon all terms and conditions set forth herein.
2. TERM: The employment agreement shall become effective July 1, 2011, and shall continue in force and effect through June 30, 2014. For purposes of this agreement each contract year commences July 1.
3. DUTIES: The SUPERINTENDENT will perform the duties of SUPERINTENDENT as established by the Board and state law.
4. Compensation and Benefits
 - a. The DISTRICT shall pay the SUPERINTENDENT at an annual salary of \$136,328.00 during the first year of this contract based upon 230 days of service.
 - b. The salary for each succeeding year shall be negotiated in executive session on or before April 30th of year one. This negotiation shall include a review of similar districts' compensation paid for their superintendents. The amount that will be agreed upon will be no less than \$136,328.00 plus a percentage increase equal to the Consumer Price Index for year two. The amount for year three will be no less than the amount paid in year two plus a percentage increase equal to the Consumer Price Index. Failure to agree on a salary amount for year two and three allows the SUPERINTENDENT to opt out of year three of this contract without penalty. 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.

- c. 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.
- d. 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.
- e. ADDITIONAL COMPENSATION: The SUPERINTENDENT shall annually receive \$4,000.00 in recognition of his advanced degree.
- f. INSURANCE: The SUPERINTENDENT shall receive the same health insurance as the District provides for the school principals.
- g. 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.
- h. HOLIDAYS: The SUPERINTENDENT shall be entitled to the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and following Friday, and Christmas Day.
- i. SICK LEAVE: 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.

- j. LIFE INSURANCE: The District shall provide life insurance to the Superintendent in an amount that equals two times the SUPERINTENDENT'S annual salary.
 - k. 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.
5. 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.
 6. 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.
 7. EVALUATION: The DISTRICT shall provide the SUPERINTENDENT with periodic opportunities to discuss Superintendent/District relationships and the board will evaluate his performance annually. Each evaluation submitted will be reviewed with the SUPERINTENDENT before the close of each fiscal year.
 8. PHYSICAL EXAMINATION: The SUPERINTENDENT shall undergo a complete yearly physical examination by January 1 of each year, paid by the DISTRICT.
 9. 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.

10. 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.

11. 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: _____
Joe Arness, President of the
Kenai Peninsula Borough School Board

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

Subscribed and sworn to before me on this _____ day of _____, 2011.

Notary Public in and for the State of Alaska.
My commission expires _____.

SEAL

SUPERINTENDENT

Stephen Atwater, Ph.D.

Subscribed and sworn to before me on this _____ day of _____, 2011.

Notary Public in and for the State of Alaska.
My commission expires _____.

SEAL