

**KENAI PENINSULA SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT**

This agreement, entered into this 1st day of February, 2021 by and between Kenai Peninsula Borough School District, hereinafter referred to as the "District", and Clayton Holland, hereinafter referred to as the "Superintendent" for the assignment to the position of Superintendent of the Kenai Peninsula Borough School District.

In consideration of the mutual covenants and agreements hereinafter made by and between the parties, the parties agree as follows:

1. **Employment.** The District employs the Superintendent and the Superintendent hereby accepts employment by the District upon all terms and conditions set forth herein.

2. **Term.** The employment agreement shall become effective as of July 1, 2021 and shall continue in force and effect through the 30th day of June, 2024.

3. **Compensation and Benefits.**

a. The Superintendent's base salary for the term of this contract is based upon 260 days of service. The Superintendent's base salary for the 2022 fiscal year shall be One hundred seventy-nine thousand dollars (\$179,000). This salary shall remain the same for FY 23 and FY 24.

The Superintendent shall not be entitled to overtime pay or additional compensation for any work performed on weekends, holidays, outside normal working hours, or in excess of 260 days of service per year.

b. The Superintendent shall receive the following additional benefits:

(1) **Reimbursed Expenses.** The Superintendent shall receive per diem compensation and reimbursement for the Superintendent's transportation and lodging for District business, according to the policies adopted by the Board or the policies which may hereafter be adopted.

(2) **Health Care Insurance.** The District shall provide the same group health care insurance policy benefits as are provided to the District's staff.

(3) **Life Insurance.** The District shall provide life insurance to the Superintendent in an amount that equals two times the Superintendent's annual salary.

(4) **Teachers' Retirement System.** The Superintendent authorizes deductions to be made from the Superintendent's paychecks for contributions to the Teacher Retirement System (TRS).

(5) **Professional Organizations.** The district will pay for one national organization membership and reasonable funding for one national conference for each year of this Contract. The District shall pay the Superintendent's membership fees for each year of this Contract for the Alaska Superintendent's Association (ASA). The Superintendent agrees to participate in the Alaska Superintendent's Association Incoming Superintendent Transition Program for the first year of this contract. The District shall pay all expenses related to this program. If there is mutual agreement between the Superintendent and the District to continue in the Incoming Superintendent Transition program for a second year, the District shall pay all expenses related to this program.

(6) **Sick Leave.** The Superintendent shall be entitled to sick leave of one and one-third (1 1/3) days per month, totaling 16 days per year. Sick leave days may be accumulated without limit. The Superintendent 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.

(7) **Leave.** The Superintendent shall receive 32 days of annual leave per year. Annual leave may not be accrued from year to year. Up to twelve (12) days of unused annual leave may be cashed out each year. To the extent consistent with law, one hundred percent (100%) of unused accrued annual leave will also be compensable upon termination of employment as Superintendent, at the then applicable daily rate. The Superintendent shall ensure adequate administrative coverage at all times when he is absent for any reason from the District.

(8) **Holidays.** The Superintendent shall be entitled to the following holidays: Labor Day, Thanksgiving and the following day, Christmas Day, New Year's Day, Memorial Day, and Independence Day.

(9) **Automobile Expenses.** The Superintendent agrees to use his vehicle for school district business. The District shall pay five hundred dollars per month to the Superintendent to defray costs related to this use.

(10) **R Factor.**

**Eligibility:** To be eligible for the "R Factor" the Superintendent must be eligible for retirement through the State of Alaska Retirement system (TRS). To

receive the "R Factor" the Superintendent must announce her/his intention to retire, in writing, to the District by 1 December of the last school year of employment. The number of years of service rendered as an Administrator with the Kenai Peninsula Borough School District will be utilized to determine the amount.

**Amount:** When the Superintendent announces his intention to retire by the abovementioned deadline, \$650 multiplied by the number of years of administrative service with KPBSD will be paid in the final check provided the Superintendent agrees to undertake additional duties consisting of assisting in the successful transition to new administration and successfully completes these transition duties to the satisfaction of the Board.

(11) **Other.** Being able to reach the Superintendent in times of emergency is an expectation of the position. Personal contact information, such as home telephone or cell phone number shared with District Office is distributed only to those who need the information in the course of DISTRICT business. An annual payment of \$500.00 will be provided to assist the Superintendent with his cell phone costs.

4. **Duties.** The Superintendent is the chief administrative officer of the District and shall be responsible for the efficient, effective, and economical direction of the administration of the school system in conformance with all applicable statutes, rules, regulations and the policies of the Board. The Superintendent shall

perform such duties as are established by the rules, regulations, policies, and directions of the District, by and through the Board of Education, which may be changed from time to time. Such rules, regulations, policies and directions may either be oral or written.

5. **Superintendent Status.** It is understood and agreed by the parties that the Superintendent's position is not tenured and that the Superintendent shall acquire no tenured status as a teacher, administrator or other employee of the District by reason of his employment as Superintendent of the District. Further, this Contract does not provide any right of employment following the expiration of this Contract. The Superintendent hereby expressly waives any right to automatic reemployment as set forth in AS 14.20.145.

6. **Administrator's Certificate.** This Contract is conditioned upon the Superintendent having his Alaska Administrator's Certificate. If the Superintendent's certificate is revoked, suspended or lapses during the term of this Contract, this Contract may be terminated by the District, without liability.

7. **Release.** The Superintendent will not be released from this Contract without the written agreement of the District.

8. **Point of Hire.** The Superintendent specifically agrees that the point of hire of this Contract is Soldotna, Alaska. The District shall not be obligated to provide return transportation for the Superintendent pursuant to the provisions of AS 23.10.380. The Superintendent expressly waives any rights set forth in said statute.

9. **Oath of Allegiance.** The Superintendent swears to (or affirms) the oath of allegiance as set forth in AS 39.05.045.

10. **Limitation of Other Employment.** The Superintendent shall devote his full time to the duties of a Superintendent and shall accept no other employment

without obtaining the prior written consent of the Board of Education. The Superintendent shall accept no additional compensation through the use of any District related grants. The Superintendent shall not have any contractual dealings with any affiliate entities without Board approval.

11. **Professional Responsibility.** The Superintendent shall abide by the Code of Ethics and the Professional Teaching Standards adopted by the Professional Teaching Practices Commission.

12. **Medical Examination and Certificate.** No later than August 31 of each year of the Contract, the Superintendent will file with the District a medical certificate in a form prescribed by the District. The cost of said annual medical examination shall be borne by the District (not including transportation or other incidental expenses) as and to the extent that it is covered by the applicable District health plan. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The Board shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his duties and such report shall be confidential. This Contract may be terminated without penalty to the District should the Superintendent fail to obtain a valid medical certificate within thirty (30) days of receiving a written request to do so.

13. **Evaluation Procedure.** The Superintendent's performance shall be evaluated at least once annually pursuant to Board policy. Performance standards will be drawn from the District's policy manual and the Superintendent's job description contained in the policy manual as well as other criteria for performance which the Board may adopt. The Superintendent shall place "Superintendent Evaluation" on the regular Board meeting agenda to begin the evaluation process. The evaluation shall take place in Executive Session and Superintendent

affirmatively waives any right he may have under AS 44.62.310 to require that the evaluation take place in public session.

14. **Discharge for Cause.** This Contract may be terminated for cause. Cause shall include, but not be limited to, the grounds set forth in AS 14.20.170 as well as an objectively reasonable loss of trust in the Superintendent by the Board as set forth in *Kilmer v Dillingham City School District*, 932 P.2d 757 (Alaska 1997). 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 pretermination conference with the Board in executive session to respond to the statement of cause. The Superintendent waives his right to have the pretermination conference in public session. The Board shall provide the statement of cause at least 10 days prior to the pretermination 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. The Superintendent shall have the right to be accompanied by legal counsel at the pretermination 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.

15. **Discharge Without Cause.** The Board may terminate this Contract without cause upon ten (10) days written notice provided that at least six members of the Board vote in favor of the discharge without cause. If the Board terminates this Contract without cause, the Superintendent shall have no right to a hearing before the Board and shall only be entitled to compensation equal to twelve (12)

months regular salary or the balance of the salary due under the contract, whichever is less.

16. **Final Pay Check.** The Board may withhold the Superintendent's final paycheck pending submission of summaries, statistics, documents, school property or pending resolution of salary or compensation disputes. The 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. **Nonassignment.** This Contract shall be nonassignable 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 Superintendent against any tort, professional liability claim or demand or other legal action (including a complaint or investigation undertaken by the P.T.P.C.) arising out of any alleged act or omission by the Superintendent in performance of the duties set forth in paragraph 4 herein, provided that the act or omission is within the course and scope of his 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; provided, however, that with respect to charges filed with the Professional Teaching Practices Commission, if the Superintendent objects to the District's proposed settlement of such claim, Superintendent may elect to refuse the proposed settlement and bear the costs of defense accruing from that date forward. The indemnification provided



herein shall continue after the employment relationship between the Superintendent and the District is terminated or expires as long as the conduct, action or omission complained of occurred during the course of the Superintendent's employment with the District.

Indemnification is conditioned upon the Superintendent informing the District in writing as soon as possible and no later than ten (10) days from the date the Superintendent received an oral or written demand, notice, summons, or complaint which may give rise to a right to indemnification as expressed herein. This provision shall not provide the 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. 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.

21. Binding Effects. This Contract is not binding on either the Superintendent or the District until it has been signed by the Superintendent, approved by the School Board, and signed by at least two members of the School Board.

### ACCEPTANCE


I hereby accept this offer of position and the conditions contained herein.

  
\_\_\_\_\_  
Clayton Holland, Superintendent

2-1-2021  
\_\_\_\_\_  
Acceptance Date

### ACCEPTANCE

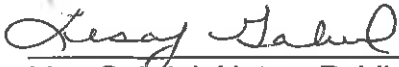
The above Contract is hereby accepted on behalf of the District.

  
\_\_\_\_\_  
Zen Kelly, Board of Education

  
\_\_\_\_\_  
Debbie Cary, Board of Education

2-1-2021  
\_\_\_\_\_  
Acceptance Date

Subscribed and sworn to before me on this 1st day of February, 2021.



Lisa Gabriel, Notary Public in and for the State of Alaska.  
My commission expires: April 23, 2024

