

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

CORRECTED SUPERINTENDENT'S EMPLOYMENT CONTRACT\*

This agreement, entered into this 4th day of November, 2019 by and between the Kenai Peninsula Borough School District, hereinafter called DISTRICT, and John O'Brien, 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, 2020, and shall continue in force and effect through June 30, 2021. For purposes of this agreement each contract year commences July 1 and consists of 260 days of service.
3. DUTIES: The SUPERINTENDENT will perform the duties of SUPERINTENDENT as established by the Board and state law.
4. COMPENSATION AND BENEFITS: The DISTRICT shall pay the SUPERINTENDENT at an annual salary as defined in KPBSD Administrative Regulation 2121. Salary for 2020-2021 will be the same as the salary paid as interim superintendent during the 2019-2020 employment contract addendum (\$179,696.00). State funding concerns exist related to the FY20 one-time money outside of the funding formula. Should KPBSD receive those monies in FY20, the SUPERINTENDENT's FY21 salary will increase in the amount of two percent (2.0%) in FY21. Should the one-time money be eliminated or diminished in FY20, the FY21 salary increase shall be reduced proportionately.
  - a. Per diem rate of compensation shall be the annual salary in effect on the applicable date divided by the net days in this contract (230 days).
  - b. 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.

- c. 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.
- d. INSURANCE: The SUPERINTENDENT shall receive the same health insurance as the District provides for the school principals.
- e. LEAVE: The SUPERINTENDENT shall receive annual leave of thirty (30) working days per year. The SUPERINTENDENT must use at least two thirds (20 days) of each year's annual leave within that year and days not taken within this mandatory use amount will be lost. Unused annual leave in excess of the mandatory use amount will be considered days' worked for TRS purposes and may be either cashed out or carried forward for use 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 annual leave, the SUPERINTENDENT will be allowed eight (8) days of personal leave each year of which all eight (8) days may be cashed out rather than being taken as leave. These days will not ~~and~~ be considered days worked. Personal leave may not be accrued and will be lost if not cashed out or used.
- f. HOLIDAYS: The SUPERINTENDENT shall be entitled to the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and following Friday, Christmas Eve, and Christmas Day.
- g. 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.

- h. LIFE INSURANCE: The District shall provide life insurance to the Superintendent in an amount that equals two times the SUPERINTENDENT'S annual salary.
- i. 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.
- j. R FACTOR FOR RETIREMENT:
  - 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 15 January 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.
- 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. 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.
- 7. PHYSICAL EXAMINATION: Per 4AAC 06.050 the SUPERINTENDENT shall undergo a complete physical examination every three years, paid by the DISTRICT.

8. 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.

9. 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.

10. 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.

11. INDEMNIFICATION: 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 for all non-criminal incidents arising while the superintendent is acting within the scope of his employment.

\* Corrected to reflect actual intent and to comply with TRS

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Signed at:

KENAI PENINSULA BOROUGH SCHOOL DISTRICT  
Soldotna, Alaska

By: \_\_\_\_\_  
Zen Kelly, President  
Board of Education

By: \_\_\_\_\_  
Debbie Cary, Vice President,  
Board of Education

Subscribed and sworn to before me on this 7th day of June, 2021.

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

SUPERINTENDENT

\_\_\_\_\_  
John O'Brien

Subscribed and sworn to before me on this 7th day of June, 2021.

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