

EMPLOYMENT AGREEMENT

The Employee,

Karen Gaborik
PO Box 81514
Fairbanks, Alaska 99708

and the Employer,

**FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT
BOARD OF EDUCATION**
520 Fifth Avenue
Fairbanks, Alaska 99701

recite and declare that:

RECITALS

- A. The Employer desires to retain the services of the Employee as Superintendent of Schools for the Employer.
- B. The Employee desires to work for the Employer as Superintendent of Schools.
- C. The Employer and the Employee desire to enter into this Employment Agreement to set forth the terms and conditions of the employment relationship between them.

THEREFORE, in consideration of those recitals and for other good and sufficient consideration, receipt of which is acknowledged, the Employer and the Employee agree that:

1. Employment as Superintendent of Schools.

The Employee is employed by the Employer as the Superintendent of Schools for the Fairbanks North Star Borough School District ("the District").

1.1 The Employee shall at all times during the Employment Term maintain professional certification as a superintendent of schools under the laws and regulations of the State of Alaska. The Employee shall maintain an Administrative Certificate with a superintendent's endorsement from the Alaska Department of Education.

2. Term of Employment.

The Employee's term of office shall be three (3) years, commencing July 1, 2018 and ending June 30, 2021 unless extended by written agreement signed by the Employer and the Employee, or unless terminated earlier under other provisions of this Agreement ("the Employment Term").

3. Duties of Employee.

The Employee shall perform the duties of Superintendent of Schools, as defined by Alaska law and regulations, Board of Education Policies and Procedures, and directives of the Board of Education which may be oral or in writing through formal board action.

- 3.1 The Employee recognizes and agrees that the nature of the Employee's duties under this Agreement will change from time to time, as the needs of the Employer and the Board of Education change over time.
- 3.2 The Employee agrees to abide by all laws and regulations, Board of Education Policies and Procedures, and Board of Education directives.
- 3.3 The Employee accepts as a portion of her duties the Job Description attached as Exhibit A to this Agreement.
- 3.4 The Employee agrees to devote her best efforts, energies, and skill to the discharge of the duties and responsibilities attributable to the position.
- 3.5 The Employee may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which do not conflict with her duties as Superintendent. The Employee agrees that the performance of the duties set forth in this Contract is her primary professional obligation. The Employee will obtain the consent of the Board of Education president prior to engaging in such opportunities.

4. Compensation.

The Employee shall receive as compensation for the duties to be performed under this Agreement:

- 4.1 The Employer shall pay the Employee an annual salary of One Hundred Sixty-Five Thousand Dollars (\$165,000). The salary shall be paid monthly in accord with the Employer's regular payroll practices.
- 4.2 During the Employment Term, and as otherwise provided in this Agreement and under applicable Alaska and federal law, the Employee shall be entitled to participate in any and all employee welfare and health plans (including, but not limited to, health and medical plans) and other employee benefit plans, including but not limited to qualified pension plans, established by the Employer for employees. The Employee shall be required to comply with all conditions attendant to coverage by such plans and shall comply with and be entitled to benefits only in accordance with the terms and conditions of such plans as they may be amended from time to time. Nothing contained here shall be construed as requiring the Employer to establish or continue any particular benefit plan in order to discharge its obligations under this Agreement, except as required by law.

- 4.3 In addition to the benefits described in Section 4.2, the Employer will pay to the Employee:
- 4.3.1 Annual professional membership dues, publications, conferences and professional growth activities, civic clubs, and district-related travel business expenses reasonably appropriate to the duties of the Employee and of significant value to the Employer.
 - 4.3.2 The Employer shall contribute \$18,500 annually to the Employee's 403(b) tax sheltered annuity.
 - 4.3.3 The Employer will provide a disability plan in the same form and on the same terms as those offered to other administrative employees of the Employer. To the extent disability plan provisions permit the Employee to elect not to participate without jeopardy to the disability plan as a whole, the premiums otherwise payable to that disability plan may be directed by the Employee to another disability plan selected by the Employee.

4.4 Leave

- 4.4.1 The Employee shall accrue sick leave at the rate of 1-1/3 days per month worked, accruable without limit.

If the District has reasonable cause to suspect sick leave abuse, or if the District wants to verify that the Employee is sufficiently well to perform work duties, the District may require a licensed health care provider's statement.

Employee is entitled to FMLA or AFLA leave, as appropriate, in accordance with those laws. Employee acknowledges that she is a key employee, and accordingly, any rights to reinstatement after a period of authorized family or medical leave may be impacted. During the time an employee is on FMLA or AFLA leave, the Employee's health plan coverage will be maintained. The Employee and the District agree that the provision of health plan coverage for Employees on unpaid leaves for family and medical reasons and all procedures are to be provided, interpreted, and applied consistently with the legal duties and responsibilities imposed by state and federal law and regulation, and are no greater.

All other unpaid leaves of absence shall be without fringe benefits, unless required by law. An Employee on unpaid leave shall be allowed to purchase health coverage to the extent allowed by the District's health benefits plan.

The Employee shall be granted up to twenty (20) days of accumulated sick leave in any one (1) school year in case of death(s) within the extended family, with no more than ten (10) days of sick leave being used for each such occurrence.

The "extended family" is defined as the Employee's spouse, same-sex domestic partner, parent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, legal guardian, legal ward, aunt, uncle, nephew, niece, household member, or extended family of the household member.

To the extent that exempt employees are afforded different or greater benefits than this section, Employee will be extended the same benefits, unless in conflict with the key employee designation.

- 4.4.2 The Employee is entitled to thirty (30) days annual leave per contract year, accruable at the rate of two and one-half (2½) days per month, accumulative to sixty (60) days.

Up to twenty (20) days of accrued annual leave may be cashed out on an annual basis under the following provisions: the request is placed in writing; the request is for full-day increments; and thirty (30) days of leave remain in the Employee's leave balance at the time of any cash-out.

By August 15 of each year of this contract, the Employee must use or cash out any annual leave that exceeds sixty (60) days. A leave balance that exceed sixty (60) days after the end of the payroll period that includes August 15 will be automatically paid out. The Employee may cash out accrued but not used annual and personal leave of up to but not to exceed sixty (60) days upon termination of employment.

If the Employee becomes seriously ill or injured while on annual leave, she shall be entitled to convert annual to sick leave, if sufficient sick leave is available, upon receipt by the Employer of appropriate documentation from a medical doctor verifying the illness or injury.

The Employee shall inform the President of the Board before taking annual leave in excess of two consecutive days.

In addition to annual leave, the Employee shall be entitled to holidays, according to the then-current calendar for the Administrative Center of the Employer.

- 4.4.3 The Employee authorizes the Employer to withhold from compensation to be paid under this paragraph such sums as may be required by Alaska and federal law and the Employer's Policies and Procedures.

- 4.4.4 Provided that the Employee does not have a medical condition which makes the premiums prohibitively expensive, the Employer will provide annual renewable term life insurance on the life of the Employee, for a maximum benefit of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), to a beneficiary or beneficiaries selected by the Employee. "Prohibitively expensive" is defined as a premium more than twice that charged for the average insured of that age and gender.

5. Termination.

The Employer and the Employee may terminate this Agreement before the end of the Employment Term on any of the following grounds:

- 5.1 Death of the Employee, in which event salary, reimbursable expenses, and benefits owing to the Employee through the date of the Employee's death, including life insurance set out in Section 4.4.4, shall be paid to her estate. Except as specifically provided in this Agreement, the Employee's estate will not be entitled to any other compensation under this Agreement.
- 5.2 Mutual agreement of both the Employer and the Employee;

- 5.3 Retirement or resignation of the Employee, provided that Employee agrees to give six months advance notice;
- 5.4 For Cause, which shall include but not be limited to, the grounds set forth in AS 14.20.170 as well as objectively reasonable loss of trust in the Employee by the Employer, based on the Superintendent's improper actions 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 Employer decides to consider termination for cause, the Employee shall have the right to a written statement of cause and an informal hearing before the Employer to respond to the statement of cause. The Employee may elect the informal hearing to be held in either open or closed session. The District shall record the hearing and make available to the Superintendent a transcript of the hearing which the District shall pay for. Thereafter, the Employer shall vote on the proposed termination for cause in open session. The Employee shall have the right to be accompanied by legal counsel at the informal hearing. Such legal counsel shall be paid for by the Employee and the District shall have no liability for any legal costs or fees incurred.
- 5.5 Without Cause. The Employer may terminate this agreement upon two hundred seventy (270) days written notice to the Employee. The Employer will be obligated to continue payment of compensation as described in Section 4 during the notice period. The Employer, in its discretion, may elect to place the Employee on administrative leave for all or part of the notice period, reassign her to another position, or relieve her of her duties. If placed on administrative leave with pay, the Employee shall have no authority or responsibility for supervising District operations.

6. Intellectual Property.

Any and all innovations, inventions, products, discoveries, improvements, copyrightable works, trademarks, service marks, ideas, processes, formulae, methods, designs, techniques, or trade secrets (collectively hereinafter referred to as "innovations") made, developed, conceived, or resulting from work performed by the Employee while she is employed by the Employer and which may be directly or indirectly useful in, or related to, the Employer, or which are made using any equipment, facilities, confidential information, materials, labor, money, time, or other resources of the Employer, shall be promptly disclosed to the Employer.

Any and all innovations created by the Employee by her independent efforts and outside of her work duties, shall be the exclusive property of the Employee.

Any and all innovations created by the Employee with any District support (either through use, participation, or contribution by District personnel or use of District facilities or materials), subject to rights, if any, that any third party may have, shall be the exclusive property of the Employee provided that any proceeds (inclusive of royalties and revenue) received by the Employee from the innovations shall be split 50%/50% between the Employee and the District during the term of this Agreement and for a period of two calendar years following expiration of this Agreement.

7. Representations and Warranties of the Employee.

The Employee hereby represents and warrants to the Employer that:

- 7.1 The Employee has the legal capacity and unrestricted right to execute this Agreement and execution does not violate any other agreement or obligation of the Employee.
- 7.2 The Employee is not a party to any private existing agreement or understanding restricting the right of the Employee to disclose confidential information, except as imposed by laws and regulations of other states imposing confidentiality on matters relating to prior educational employment.
- 7.3 The information given by the Employee to the Employer in support of the Employee's request for employment with the Employer, including all resumes, applications, vitae, and responses during interviews, are true, accurate, and complete in all material respects.

8. Employee's Post-Employment Duties.

At the termination of the Agreement, regardless of reason for termination, the Employee will surrender to the Employer all records, files, lists (including computer-generated lists), documents, software, computer data, and other materials belonging to the Employer or developed by the Employee during the Employment Term. The Employee agrees that both during and after her employment, upon request of the Employer, she shall render all assistance and perform all lawful acts that the Employer considers necessary or advisable in connection with any litigation or other claim involving the Employer or any affiliate of the Employer. The Employer will reimburse the Employee for reasonable expenses incurred in providing assistance as described herein.

9. Other Terms and Conditions.

- 9.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Alaska, without regard to the conflicts of law rules of Alaska.
- 9.2 Venue for any dispute, including without limitation an action to compel arbitration, shall be in the Superior Court for the State of Alaska at Fairbanks, Alaska.
- 9.3 This Agreement shall be of force and effect and binding upon the Employer and the Employee, and the heirs, devisees, successors, and assigns of each of them, except that:
 - 9.3.1 The Employee may not assign, transfer, or convey any duty imposed upon the Employee by or under authority of this Agreement to any person, except in accord with the Employer's Policies and Procedures.
 - 9.3.2 This Agreement shall only become effective when signed by the parties and duly approved by the Board of Education of the Fairbanks North Star Borough School District.
- 9.4 Notices under this Agreement shall be sent to the parties at the addresses set out above, unless that party has advised the other in writing of a change of address.

- 9.5 No amendment or modification of this Agreement shall be valid or effective unless in writing and signed by the Employer and the Employee.
- 9.6 This Agreement sets forth the entire agreement of the parties with respect to its subject matter and merges with and supersedes all prior discussions, negotiations, agreements, commitments, or other understandings of any kind and nature relating to the Employee's employment with the Employer, whether written or oral. Neither party shall be bound by any term or condition other than as is expressly set forth in this Agreement.

10. Continuation of Contract

- 10.1 If either party intends not to renew this Agreement, the party will notify the other of this intent prior to December 1 of the final contract year.

11. Continued Employment

- 11.1 In the event of mutual termination of this Agreement, a termination without cause by the Board, or upon conclusion of this Agreement, the Employee will be eligible for rehire in any position for which she is qualified. Both parties recognize that this must be in accordance with negotiated agreements and other policies and procedures of the District.

12. Indemnification.

The Employer agrees to defend, save and hold harmless, and indemnify the Employee 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 Employee in performance of the duties set out in this Agreement, provided that the act or omission alleged is within the course and scope of her employment. The Employer will defend, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered therein. The Employer 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 Employee objects to the Employer's proposed settlement of such claim, the Employee 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 Employee and the Employer is terminated or expires as long as the conduct, action or omission complained of occurred during the course of the Employee's employment with the Employer. Indemnification is conditioned upon the Employee informing the Employer in writing as soon as possible and no later than ten (10) days from the date the Employee 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 Employee with indemnification, including reasonable attorney fees, in the case of any dispute with the District or Employer over the terms of this Agreement or termination thereof.

Oath of United States Citizen

I do solemnly affirm that I will support and defend the Constitution of the United States and the Constitution of the State of Alaska, and that I will faithfully discharge my duties as Superintendent of the Fairbanks North Star Borough School District to the best of my ability.

Employee's Certificate

The Employee represents and agrees that she fully understands her right to discuss all aspects of this Agreement with her private attorney, that to the extent she desired, she availed herself of this right, that she has carefully read and fully understood all of the provisions of this Agreement, that her decision to sign this Agreement has not been obtained by duress or coercion, and that she freely and voluntarily enters into this Agreement.

DATED at _____ this _____ day of _____, 2017.

Karen Gaborik
Employee

DATED at _____ this _____ day of _____, 2017.

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT
BOARD OF EDUCATION
Employer

Heidi Haas
President, Board of Education

Employment Agreement: Karen Gaborik

Exhibit A

FNSBSD JOB DESCRIPTION	
<i>Job Title: Superintendent of Schools</i>	
<i>Supervisor: School Board Members</i>	<i>Classification: Exempt</i>
<i>Days/Months: 12 month</i>	<i>Range: 12</i>

General Responsibilities:

Accountability Objectives:

The Superintendent of Schools is responsible to the Board of Education for the overall management of the School District including instructional and physical.

Job Goal:

To inspire and guide every member of the administrative, instructional and supportive services in setting and achieving the highest standards of excellence so that each individual student enrolled in our District may be provided with a valuable learning experience.

Further, to oversee and administer the use of all District facilities, property and funds with a maximum of efficiency, a minimum of waste and an awareness of and concern for their impact upon each individual student's education.

Example of Duties:

Performance Responsibilities:

The Superintendent shall act both as professional advisor to the Board of Education in the formulation of policies for the governance of the schools and as executor of the policies adopted by the Board.

All powers and duties delegated to the Superintendent are to be executed in accordance with the policies adopted by the Board and all acts performed by the Superintendent, which are classed in law as discretionary, are subject to review and to final approval by the Board unless the Board specifically authorizes such acts to be executed in a particular manner.

As executive officer of the Board, the Superintendent shall have the following specific powers and duties and shall be directly responsible to the Board for their proper exercise. Mention of these powers and duties shall not be interpreted to exclude others not mentioned which are incidental to the position:

Employment Agreement: Karen Gaborik

Exhibit A

Job Description: SUPERINTENDENT OF SCHOOLS (continued)

1. Control the schools of the District under a unified administration in which all employees of the Board are responsible to the Superintendent through the District line and staff organization;
2. Nominates or recommends all certificated and classified employees.
3. Authorized to reassign duties or to transfer employees in accordance with negotiated agreements and/or Board policy;
4. Responsible for suspension or dismissal of any employee;
5. Has control, management and supervision of all instruction and is responsible for the formulation of curricula and the development of courses of study;
6. Has the power to make administrative rules and regulations to implement the policies of the Board and is charged with the enforcement of the rules, regulations, and policies;
7. Is responsible for the dissemination of all general policies adopted by the Board;
8. Acts as final administrative authority in all matters of controversy between the various school employees and pupils, parents of pupils, or others when the controversies relate to school matters. The Board will not deal with such matters except on appeal from the Superintendent's decision or at the Superintendent's request;
9. Is responsible for the operation of the school system, the development of the teaching staff, the growth and welfare of the pupils, and the methods of instruction and management used by teachers and principals;
10. Delegates any of the powers and duties which the Board has entrusted to him/her but shall continue to be responsible to the Board for the execution of the powers and duties delegated;
11. Attends all meetings of the Board and may attend all Board committee meetings, except those meetings where the Superintendent's salary and tenure are considered;
12. Shall be prepared to speak at Board meetings on matters before the Board;

Employment Agreement: Karen Gaborik

Exhibit A

Job Description: SUPERINTENDENT OF SCHOOLS (continued)

13. Is responsible for all publicity and uses the best means of publicity to keep the citizens of the District informed as to the activities of the schools;
14. Makes reports on the condition and progress of the schools and such other reports as the Board may request; and
15. Accomplishes the annual plan and objectives agreed upon by the Board and the Superintendent.

Qualifications

Education: Alaska Type B administrative certificate (or ability to obtain by established deadline) with superintendent endorsement required. A combination of formal education, training and experience that demonstrates expertise in leadership and management at a significant level of responsibility is required.

Experience: Minimum of five years of experience as a superintendent, assistant/deputy superintendent, principal, or senior educational manager required, along with experience interacting with a governing board.

Skills: Must possess skill in problem analysis, strong organizational skills, and a well-reasoned educational philosophy. Excellent management skills in implementing change in a large organization, strong conflict resolution and mediation skills, and superb oral and written communication skills are required.

Knowledge: Knowledge and application of policies and administrative regulations required. Demonstrated knowledge of organizational communication. Knowledgeable of the process used to develop a multimillion-dollar budget.

Abilities: Proven ability to lead an organization with multiple tiers of management. Ability to be an articulate and effective spokesperson. Ability to build consensus and implement decisions using a collegial process.

EVALUATION:

Performance of this job will be evaluated annually in accordance with the Board's policy of evaluation of the Superintendent.

School Board Policy 321.2: Job Description – Superintendent of Schools

Policy Adopted: August 19, 1980
Policy Revised: July 21, 1981
Policy Revised: February 19, 1991
Policy Revised: January 21, 2014