

ANCHORAGE SCHOOL DISTRICT
ANCHORAGE, ALASKA

ASD MEMORANDUM #134 (2004-2005)

December 13, 2004

TO: SCHOOL BOARD

FROM: OFFICE OF THE SUPERINTENDENT

SUBJECT: SUPERINTENDENT EVALUATION AND CONTRACT
CHANGES: JANUARY 1, 2005 - DECEMBER 31, 2007

RECOMMENDATION:

The School Board and Superintendent have agreed to extend her contract for one year to December 31, 2007. The contract specifies a salary of \$136,990 per year, effective January 1, 2005.

PERTINENT FACTS:

The Board is pleased with Superintendent Comeau's leadership. Her willingness and ability to maintain strong communications and direct community engagement are among her most valuable strengths. Effective relations with District employees, with a vast array of community groups, and with leaders at all levels of government have made Superintendent Comeau a tremendous advocate for Anchorage students and for the mission of educators statewide.

The Board has set high goals for student achievement. We believe the superintendent has a quality leadership team in place with the skills, abilities and commitment to make measurable improvements. As an educator first and foremost, Superintendent Comeau is clearly committed to improved academic achievement for all students.

In the past year, the Board adopted a Six-Year Instructional Plan developed under Superintendent Comeau's leadership. The Plan directs all elements of District operations toward accomplishment of our mission and increased student achievement goals. By June 2004, ninety-five percent of our graduation-eligible seniors had passed all portions of the High School Graduation Qualifying Exam, more schools had made "Adequate Yearly Progress" under the federal No Child Left Behind law, fewer students were dropping out and student achievement was on the increase.

We are pleased with improvements in the maintenance of our schools and the quality of new school construction and renovation. We also appreciate Ms. Comeau's responsiveness to the voters by restructuring the Capital Improvement Plan and submitting a reduced construction bond package. Her effort gave taxpayers the opportunity to benefit from state debt reimbursement before the end of that program.

Finally, Superintendent Comeau's high standards of ethical leadership and her positive statewide reputation are a point of pride and a great asset to the District and our community. It's little wonder Ms. Comeau was recognized as Alaska's Superintendent of the Year for 2004.

Last year ASD was facing a \$26 million shortfall in funding. Hundreds of employees were facing loss of their jobs, class size was to be increased, effective and popular programs were to be cut and fees were to be increased. During that time of fiscal austerity Superintendent Comeau requested to forgo any increase in salary or benefits, despite a highly favorable evaluation. At the last minute, the State Legislature provided enough funding to avoid the proposed draconian cuts. Ms. Comeau's contract, however, never came back before the Board for consideration of adjustment.

We believe Superintendent Comeau's strong and effective performance deserves recognition in her contract. The Board and Superintendent have agreed to extend her contract for one year to December 31, 2007. Because of budget considerations, Ms. Comeau again asked us to hold down any increase even though she received none last year. Accordingly, the contract includes a 3 percent salary increase, which brings her total salary to \$136,990 per year, effective January 1, 2005.

The District and the wider Anchorage Community is fortunate to benefit from Superintendent Comeau's leadership, honesty, competence, dedication, and enthusiasm.

CC/TS/mks

Attachment

Prepared by: Anchorage School Board
Approved by: Tim Steele, President

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This agreement, effective the 1st day of January, 2005 between the ANCHORAGE SCHOOL BOARD (hereinafter referred to as the BOARD) and CAROL COMEAU (hereinafter referred to as the SUPERINTENDENT) constitutes an employment contract for the position of superintendent of the ANCHORAGE SCHOOL DISTRICT (hereinafter referred to as the DISTRICT).

WITNESSETH:

WHEREAS, the SUPERINTENDENT desires to serve as the chief executive and administrative officer of the DISTRICT and performing all duties required by that office; and

WHEREAS, the BOARD desires to secure a superintendent of schools to supervise and direct the schools and the education programs of the DISTRICT under the general supervision of the BOARD; and

WHEREAS, the BOARD and the SUPERINTENDENT believe that a written employment contract is necessary to describe the terms and conditions of the employment relationship and to enhance administrative stability and continuity within the DISTRICT, all of which is believed to foster the quality of the DISTRICT's overall educational program;

NOW, THEREFORE, the SUPERINTENDENT and BOARD, in consideration of the mutual covenants contained herein, agree as follows:

1. TERM.

(A) The SUPERINTENDENT shall be employed as Superintendent of Schools of the DISTRICT for the period January 1, 2005 through December 31, 2007, subject to the provisions of this contract.

(B) The BOARD shall review this contract with the SUPERINTENDENT annually, and shall, on or before January 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the SUPERINTENDENT of its action in writing. If no action is taken by the BOARD, the contract shall be deemed to have been automatically renewed for an additional year.

(C) In the event the BOARD does not intend to renew this contract for an additional year, the BOARD shall provide written notice to the SUPERINTENDENT before December 31. The SUPERINTENDENT shall continue to serve in the capacity of Superintendent under the terms and conditions of this contract until June 30 of the year following expiration of the contract, unless mutually agreed otherwise.

(D) In the event the SUPERINTENDENT does not intend to renew this contract for an additional year, the SUPERINTENDENT shall provide written notice to the BOARD before December 31. The SUPERINTENDENT shall continue to serve in the capacity of Superintendent under the terms and conditions of this contract until June 30 of the year following expiration of the contract, unless mutually agreed otherwise.

(E) Upon mutual written agreement of the parties, this contract may be renewed or extended at any time upon such conditions as the parties may agree for a term not to exceed the maximum term for a superintendent's contract allowed by law in Alaska.

2. DUTIES OF THE SUPERINTENDENT.

(A) The SUPERINTENDENT is the chief administrative officer of the DISTRICT and shall be responsible for the efficient, effective, and economical direction and the administration of the school system in conformance with all applicable statutes, rules, regulations and the policies of the BOARD. The SUPERINTENDENT shall be granted full discretion to organize, reorganize, and otherwise arrange the administrative and supervisory staff. The duties of the SUPERINTENDENT are established by Board policy and goals.

Administrative matters brought to the attention of the BOARD, either individually or collectively, including criticisms, complaints, suggestions, or recommendations, shall be referred to the SUPERINTENDENT, who, after study and investigation, shall advise the BOARD of any action taken or to be taken in connection with the administrative matter.

(B) The SUPERINTENDENT agrees to devote her full time, skill, labor and attention to the administration of the DISTRICT as provided for herein; however, the SUPERINTENDENT, upon prior approval of the BOARD, may engage in and receive remuneration for consultative work, writing, lecturing, or public speaking consistent with her professional and occupational status. The DISTRICT will not be responsible for any

expenses attendant to the performance of non-district activities, unless the activity provides a direct benefit to the DISTRICT and the BOARD president has approved the payment of associated expenses in writing. The SUPERINTENDENT shall use annual leave to undertake any such activity which prevents the SUPERINTENDENT from attending to DISTRICT responsibilities or for which the SUPERINTENDENT receives remuneration.

(C) The SUPERINTENDENT shall organize and arrange for all meetings of the BOARD and shall attend all such meetings unless excused by the BOARD. In this connection, the SUPERINTENDENT shall serve as executive secretary to the BOARD.

(D) The SUPERINTENDENT shall abide by and be bound by all applicable statutes and regulations of the State of Alaska, the Code of Ethics of the Professional Teaching Practices Commission, and the policies of the Anchorage School Board.

(E) By signing this contract, the SUPERINTENDENT subscribes to the following:

I do solemnly swear (or 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 to the best of my ability.

3. COMPENSATION.

Beginning on January 1, 2005, the SUPERINTENDENT shall receive a gross annual salary, paid monthly in accordance with ordinary payroll practices of the DISTRICT, at the rate of ONE HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED NINETY AND 00/100 DOLLARS (\$136,990) per year or \$11,415.83 per month. For the 2006-2007 school year, the SUPERINTENDENT shall be paid a gross annual salary not less than that received between July 1, 2005 and June 30, 2006 (school year), and for the 2007-2008 school year, the SUPERINTENDENT shall be paid a gross annual salary not less than that received for the 2006-2007 school year. Absent earlier agreement by the parties, the salary for the 2006-2007 and 2007-2008 school years will be established prior to January 31, 2006, and January 31, 2007, respectively. Any increase in salary made during the life of this contract shall be in the form of a written agreement and shall become a part of this contract.

4. EXPENSES.

The DISTRICT shall pay on behalf of the SUPERINTENDENT all actual and necessary business expenses (including, but not limited to travel costs, and related lodging, business entertainment, and civic and professional organizational membership fees) incurred by her within the scope of employment as SUPERINTENDENT. Supporting vouchers shall be submitted for any expenditures exceeding twenty-five dollars (\$25.00) and shall require the written approval of the BOARD president prior to the reimbursement. These expenses shall be accounted for through the controller, and the

total shall be included in the quarterly financial report to the BOARD. The SUPERINTENDENT shall not incur expenses beyond the amount budgeted by the BOARD absent prior approval by the BOARD. Any out-of-state travel by the SUPERINTENDENT at DISTRICT expense shall require BOARD approval.

5. ANCILLARY BENEFITS TO AND OBLIGATIONS OF THE SUPERINTENDENT.

(A) Leave.

(1) The SUPERINTENDENT shall receive one and one-third (1 1/3) days of sick leave per month, unless otherwise mandated by Alaska Statute. The SUPERINTENDENT shall carry over previously earned and accrued sick leave from employment with the DISTRICT and shall be permitted to accumulate sick leave as earned.

(2) The SUPERINTENDENT shall receive twenty-seven (27) days of annual leave per year. She shall be permitted to carry over previously earned and accrued annual leave from employment with the DISTRICT. At no point may the SUPERINTENDENT accrue more than forty-eight (48) days of annual leave and any additional days earned beyond that shall be used or cashed in at the SUPERINTENDENT's then existing per diem rate. Both the SUPERINTENDENT and the BOARD believe that despite the demands of the Superintendency, annual leave shall be used for vacations and time off from work.

(3) The SUPERINTENDENT shall be entitled to the same leave for legal holidays granted by the DISTRICT to all exempt administrative employees. Additionally, the SUPERINTENDENT shall receive seven additional days of noncashable, nonaccruable leave which the BOARD grants to all exempt administrative employees.

(B) Medical.

(1) Insurance benefits will be provided in accordance with the DISTRICT's group medical insurance benefit plans for exempt employees and at no cost to the SUPERINTENDENT.

(2) The SUPERINTENDENT shall, at the expense of the DISTRICT, submit to a comprehensive medical examination annually or more frequently if the BOARD so directs. A statement certifying that the SUPERINTENDENT is physically and mentally fit to carry out the duties of her position shall be filed by the examining physician with the BOARD and treated as confidential information by the BOARD. The examination shall be conducted by a duly licensed medical practitioner of the SUPERINTENDENT's choosing.

(C) Life Insurance. Term life insurance in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) will be provided to the SUPERINTENDENT.

(D) Retirement. The SUPERINTENDENT shall continue to participate in the State of Alaska Teachers' Retirement System (TRS) and the DISTRICT shall make

all employer-required contributions to that system. The SUPERINTENDENT shall retain the interest in TRS which she has accumulated as of the effective date of this contract.

(E) Annuity.

(1) Each year that the SUPERINTENDENT is employed under this contract, the DISTRICT shall purchase on behalf of the SUPERINTENDENT a tax sheltered annuity or contribute to a similar retirement account in the amount of Eleven Thousand Dollars (\$11,000). Any annuity or other retirement program funded under this provision shall be owned by the SUPERINTENDENT, and the choice of program or programs, as well as the tax consequences thereof shall be the sole responsibility of the SUPERINTENDENT.

(2) At the option of the SUPERINTENDENT, a portion of her salary under Section 3 (Compensation) shall be withheld and paid into a tax deferred annuity program of the SUPERINTENDENT's choosing so long as the program conforms with all applicable legal requirements for such programs.

(F) Disability.

(1) For the duration of this agreement, the BOARD shall provide to the SUPERINTENDENT a disability insurance program either by purchasing the same or through self insurance, which program in conjunction with TRS or any other disability plan in which the SUPERINTENDENT participates guarantees that if the SUPERINTENDENT, due to illness or accident (whether occurring on the job or elsewhere) is disabled and unable to carry out her duties, her salary as provided under this

agreement shall continue to be paid until the disability is removed or this agreement expires on December 31, whichever occurs first. In the case of a disability, the SUPERINTENDENT's accumulated sick leave and personal leave accumulated from the point of her becoming superintendent will be applied to maintain her salary and when such leave is exhausted, disability coverage provided herein shall commence. The SUPERINTENDENT shall not be required to apply leave accumulated prior to December 31, 2000, in order to commence disability coverage hereunder.

(2) If independent medical evaluation indicates that a disability will prevent the SUPERINTENDENT from performing her duties for a period of six (6) months or more, the BOARD may, at its sole discretion, replace the SUPERINTENDENT. Provided, however, that should the BOARD elect to permanently replace the SUPERINTENDENT and more than twelve (12) months remain in the normal duration of this agreement, the BOARD shall pay severance payments to the SUPERINTENDENT which shall include all compensation and benefits provided in Sections 3 and 5 for an additional twelve (12) months beyond the SUPERINTENDENT's last day of service as provided in the written notice terminating the contract. The SUPERINTENDENT may elect to receive severance compensation and benefits on a monthly basis or in one lump sum payment. Should fewer than twelve (12) months remain in the normal duration of this agreement, compensation will cease with the expiration of the agreement on December 31.

(3) If independent medical evaluation indicates that a disability will prevent the SUPERINTENDENT from performing her duties for a period of two months or more, the BOARD, at its sole discretion, shall appoint an Acting Superintendent for any period of disability.

(4) If at any point a question exists concerning the capacity of the SUPERINTENDENT to fulfill her duties because of any medical condition, the BOARD may require the SUPERINTENDENT to submit to a medical examination to be performed by a doctor licensed to practice medicine. The BOARD and the SUPERINTENDENT shall mutually agree upon the doctor who shall conduct the examination. The examination shall be conducted at the expense of the BOARD. The doctor shall limit any report to the issue of whether the SUPERINTENDENT has a continuing medical condition or disability which prohibits her from performing her duties.

6. PROFESSIONAL GROWTH OF THE SUPERINTENDENT.

The BOARD encourages the continuing professional growth of the SUPERINTENDENT through her participation in (a) the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations; (b) seminars and courses offered by public or private educational institutions; and (c) informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform her professional responsibilities for the DISTRICT.

The BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to permit the SUPERINTENDENT to attend such matters subject to prior notifications to and approval by the BOARD for such release time and subject to the express reimbursement provided by paragraph 4 hereof.

7. CERTIFICATION RENEWAL.

The SUPERINTENDENT shall have and maintain throughout the life of this contract such certification as is required by the State of Alaska to permit employment as a Superintendent of Schools in Anchorage. Should the SUPERINTENDENT fail to meet state certification requirements at any time, the BOARD may seek any appropriate remedy available either under this agreement or under state statute, including termination of this agreement and all benefits and obligations created hereunder without liability to the DISTRICT. The SUPERINTENDENT shall provide the Board with an annual written statement advising the Board of the current status of the SUPERINTENDENT's certification. If the SUPERINTENDENT does not provide this written statement, the SUPERINTENDENT expressly authorizes the BOARD to contact the State of Alaska, Department of Education & Early Development to determine the current status of the SUPERINTENDENT's certification. The SUPERINTENDENT hereby expressly authorizes the State of Alaska, Department of Education & Early Development, to release to the BOARD information verifying the current status of the SUPERINTENDENT's certification.

8. TERMINATION.

(A) This employment contract may be terminated by:

(1) Mutual agreement of the parties;

(2) Retirement or resignation of the SUPERINTENDENT, subject to six months notice to the BOARD prior to the effective date of retirement or resignation.

(3) Disability of the SUPERINTENDENT as provided in Section 5 hereof.

(4) Failure to obtain or loss of certification as described in Section 7 hereof.

(5) Termination for cause. Notwithstanding the stated term of this agreement as set forth in paragraph 1 or any extension thereunder, this agreement may be terminated by a majority action of the BOARD for cause. The SUPERINTENDENT shall be subject to discharge for good and just cause, but the BOARD shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the BOARD after ten (10) working days written notice. Said hearing shall be public or private at the option of the SUPERINTENDENT. At such hearing, she may have legal counsel at her own expense.

If the charges against the SUPERINTENDENT are not sustained by the BOARD or are not sustained after any further proceedings, the BOARD shall reimburse the SUPERINTENDENT for the reasonable costs incurred by her in her defense.

(B) In the event of termination, all benefits provided for under this contract shall cease, and any DISTRICT property in the SUPERINTENDENT's possession (such as any credit cards, keys, etc.) shall be returned by the effective date of such termination.

(C) Termination without cause by the BOARD. The BOARD may terminate this agreement and the employment of the SUPERINTENDENT without cause upon not less than six months written notice. The written notice shall provide that the SUPERINTENDENT shall continue to perform all duties and responsibilities as provided in this agreement. The notice shall also state the last day of employment for the SUPERINTENDENT. Provided, however, that the BOARD shall pay severance payments to the SUPERINTENDENT which shall include all compensation and benefits provided in Sections 3 and 5 for an additional twelve months beyond the SUPERINTENDENT's last day of service as provided in the written notice terminating the contract without cause. The SUPERINTENDENT may elect to receive severance compensation and benefits on a monthly basis or in one lump sum payment. The SUPERINTENDENT shall remain in employment status for twelve months if she elects to accept monthly severance compensation and benefits. Provided further, that if the BOARD elects not to provide six months written notice or provides a shorter period of

written notice of termination without cause, the BOARD shall pay severance compensation and benefits as provided in this section of the contract for each month by which the notice of termination provided is less than six months.

(D) Termination without cause by the SUPERINTENDENT. The SUPERINTENDENT may terminate this contract without cause upon not less than six months written notice. The written notice shall provide that the SUPERINTENDENT shall continue to perform all duties and responsibilities required under the contract for not less than six months from the date of the written notice of termination. Provided, however, that in the event the SUPERINTENDENT does not provide six months written notice, the SUPERINTENDENT agrees to pay the DISTRICT liquidated damages in the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000). The parties agree that damages to the BOARD in the event the SUPERINTENDENT terminates the contract and employment without six months written notice would be hard to establish with certainty, but would include search costs associated with locating a replacement, disruption, lost efficiency and replacement salary for a new or interim Superintendent. The parties agree that the liquidated damages provided herein are not a penalty and constitute a reasonable estimate of damages that the BOARD would incur if the SUPERINTENDENT terminates without cause.

9. PROFESSIONAL LIABILITY.

In addition to such indemnifications provided in AS 14.12.115, the BOARD agrees that the DISTRICT shall defend, hold harmless, and indemnify the SUPERINTENDENT

from any and all demands, claims, suits, actions, and legal proceedings brought against the SUPERINTENDENT in her individual capacity or in her official capacity provided that the incident or alleged action arose while the SUPERINTENDENT was acting in good faith within the scope of her employment as superintendent and excluding (1) any criminal prosecution which might be brought against the SUPERINTENDENT; or (2) legal proceedings initiated by the BOARD against the SUPERINTENDENT or initiated by the SUPERINTENDENT against the BOARD.

It shall be presumed that the SUPERINTENDENT was acting in good faith within the scope of her employment as SUPERINTENDENT until it is proven that she was not so acting.

10. GOALS AND OBJECTIVES.

Each year, the SUPERINTENDENT shall present evidence to the BOARD relative to progress toward the attainment of the goals and objectives from the prior school year. Before September 30 of each school year, the SUPERINTENDENT shall present recommendations to the BOARD on goals and objectives for the school district for the school year.

11. EVALUATION.

Pursuant to School Board Policy § 215, the BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT at least once a year during the term of this contract in the months of November or December of each year of the contract or such other date as mutually agreed to by the BOARD and SUPERINTENDENT. The

BOARD and SUPERINTENDENT shall meet in closed executive session. The evaluation shall be reasonably related to the position description of the SUPERINTENDENT and goals and objectives of the DISTRICT for the year in question. Personal goals for the SUPERINTENDENT may also be included in the evaluation. The format for the evaluation shall be as adopted by the BOARD after consultation with the SUPERINTENDENT.

In the event that the BOARD determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instance(s) of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the BOARD deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT and the SUPERINTENDENT shall have the right to make a written reaction and response to the evaluation within ten (10) working days of receipt of the evaluation. Both the evaluation and the response of the SUPERINTENDENT shall become a part of the SUPERINTENDENT's personnel file. Within twenty (20) working days of the delivery of the SUPERINTENDENT's written response, if any, to the BOARD's evaluation, the BOARD shall meet with the SUPERINTENDENT to discuss the evaluation and the response thereto.

12. ENTIRE AGREEMENT.

This agreement constitutes the entire agreement between the parties hereto. Any previous understandings or agreements between the parties shall be deemed superseded

hereby. In any conflict between such prior understanding or agreement and the provisions of this agreement, the provisions of this agreement will prevail.

13. SAVINGS CLAUSE.

If during the course of this contract, it is found that any specific clause or provision of this contract is illegal, the remainder of the contract, if not affected by such ruling, shall remain in full force and effect.

14. APPLICABLE LAW.

This agreement is subject to all applicable laws of the State of Alaska, rules and regulations of the State Board of Education and the rules, regulations and policies of the Anchorage School District, all of which are made a part of the terms and conditions of this contract as if set forth herein. Any judicial proceeding brought in relation to this contract shall be adjudicated in the Superior Court for the State of Alaska in the Third Judicial District at Anchorage, Alaska.

15. CONTRACT INTERPRETATION.

Both the BOARD and the SUPERINTENDENT have had the opportunity to be involved in the drafting of this contract and to have legal counsel of their choice review this contract. Therefore the rule of construction that a contract is to be construed against the drafting party is inapplicable to this contract.

16. CONTRACT EFFECT.

This contract is effective and binding on the DISTRICT and the SCHOOL BOARD only upon signing by at least two (2) members of the SCHOOL BOARD and by the SUPERINTENDENT.

DATED this _____ day of _____, 200__.

ANCHORAGE SCHOOL BOARD

SUPERINTENDENT OF SCHOOLS

By: _____

Tim Steele
President

By: _____

Carol Comeau
Superintendent

By: _____

Signature

Name

Title

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Tim Steele, known to me and to me known to be the President of the Anchorage School Board, and _____, known to me and to me known as the _____ of the Anchorage School Board, and they and each of them acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein contained and that each of them was authorized to do so by majority action of the Anchorage School Board.

WITNESS my hand and notarial seal the day and year first written above.

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared CAROL COMEAU, known to me and to me known to be the individual named in and who executed the foregoing document, and she acknowledged to me that she signed and sealed the same as her free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year first written above.

Notary Public in and for Alaska
My commission expires: _____

