

## 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, 2015 and ending June 30, 2018 unless extended by written agreement signed by the Employer and the Employee, and 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 from time to time.

- 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, and to this end, will devote her full time and attention exclusively to the business and affairs of the Employer. The Employee also agrees that she shall not take personal advantage of any business opportunities that arise during her employment and that may benefit the Employer. All material facts regarding such opportunities must be promptly reported to the Board of Education for consideration by the Employer.

## **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 Fifty Nine Thousand, Eight Hundred Seventeen Dollars (\$159,817). The Employer shall pay to the Employee a salary during the periods July 1, 2016 through June 30, 2017 and July 1, 2017 through June 30, 2018 as mutually agreed between the parties. 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 An annual medical examination in Fairbanks, Alaska, by a physician licensed to practice medicine in Alaska as needed to comply with state required medical certifications for employment. Reimbursement shall be equivalent to the cost of physical examinations by District designated physicians.
- 4.3.2 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.
- 4.3.3 An expense allowance of Thirteen Thousand and 00/100 dollars (\$13,000.00) for the year, payable in monthly installments. The Employee acknowledges that portions of the expense allowance not paid or incurred while performing duties for the District and accounted for within thirty (30) days will be included as wages on her W-2, and it is her responsibility to comply with current laws and regulations of the Internal Revenue Service.
- 4.3.4 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 one-half the Employee's accrual of annual leave (15 days) 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, the Employee must use or cash out any annual leave that exceeds sixty (60) days. A leave balance that exceeds sixty (60) days after the end of the payroll period that includes August 15 will be forfeited.

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 obtain approval from the President of the Board before taking annual leave in excess of two consecutive days.

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 includes incompetency, defined as the inability or the unintentional or intentional failure to perform duties in a satisfactory manner; immorality, which includes the commission of an act which constitutes a crime involving moral turpitude; or substantial noncompliance with the school laws of the state, the regulations or bylaws of the department of education, the policies or procedures of the District, or other directives of the Employer. The Employer will have no obligation to pay compensation after the date of termination. At the Employer's sole option, the Employer may elect to suspend the Employee, with pay, pending any investigation of circumstances that may warrant termination.

Nothing in this Agreement shall be interpreted to require the Employer to provide any opportunity to the Employee to cure, resolve, or be excused for the events leading to termination or suspension.

Employee does not have any rights to the District's grievance procedures. Prior to a final decision terminating the Employee for cause, the Employee shall have the right to a written statement of cause and an informal hearing before the Board to respond to the statement of cause. The Employee shall have the right to be accompanied by legal counsel at the informal hearing. The hearing shall be recorded and a copy of the recording will be made available to the Employee. A final decision of the Board under this section may be appealed to the superior court within thirty days of any such decision, pursuant to Appellate Rule 602.

5.5 Without Cause. Notwithstanding any other provision herein, the Board may terminate this agreement upon one hundred eighty (180) 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 Board, 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, the Employee shall have no authority or responsibility for supervising District operations.

## **6. Intellectual Property.**

The Employer has employed the Employee to work full-time for the Employer. Anything the Employee produces during the Employment Term that involves material use of the Employer's resources is the property of the Employer. Any writing, invention, design, system, process, development or discovery conceived, developed, created or made by the Employee, alone or with others, during the Employment Term, and applicable to the business of the Employer, shall become the sole and exclusive property of the Employer. The Employee shall disclose promptly to the Employer any such intellectual effort and, upon the Employer's request, shall sign all documents requested by the Employer to preserve, transfer, and effect that intellectual property right.

## **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 The Employee acknowledges that the Employer is a publicly funded entity, and cannot assure the Employee that in any given year sufficient funds will be appropriated to it by the Fairbanks North Star Borough to allow it to meet the terms and conditions of this Agreement and, therefore, in the event of a failure of funding, the Employer cannot bind successor Boards of Education to this Agreement.

9.3.3 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 indemnify the Employee in accordance with state law and to the same extent that other employees of the District are indemnified from acts occurring in the course and scope of employment. The Employer will consider any request for indemnification submitted in writing by the Employee. The Employer may agree to defend the Employee in a proceeding before the Professional Teaching Practices Commission if it determines that, in carrying out the action upon which the complaint is based, the Employee was acting in the best interests of the District, and in the course and scope of her employment.

**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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
Karen Gaborik  
Employee

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT  
BOARD OF EDUCATION  
Employer

\_\_\_\_\_  
Heidi Haas  
President, Board of Education

# Employment Agreement: Karen Gaborik

## Exhibit A

<b>FNSBSD JOB DESCRIPTION</b>	
<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:

Job Description: SUPERINTENDENT OF SCHOOLS (continued)

## Employment Agreement: Karen Gaborik

### Exhibit A

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. Hears any complaints against the schools and 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 all 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