

**AGREEMENT  
BETWEEN  
RANDY TRANI  
AND THE SCHOOL BOARD  
OF THE  
MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT  
PALMER, ALASKA**

**PREAMBLE**

It is hereby agreed by and between the Board of Directors (the "Board") of the MATANUSKA-SUSITNA BOROUGH SCHOOL BOARD (hereinafter referred to as the BOARD) and Dr. Randy Trani (the "Superintendent") that the Board, has and does hereby employ Dr. Randy Trani as Superintendent for the period of July 1, 2024~~2~~ through June 30, 2024~~5~~.

**AGREEMENTS**

1. In consideration of the compensation and benefits provided for herein, the Superintendent agrees to devote his full time and attention to performing faithfully the duties of the Superintendent of Schools as prescribed by all applicable statutes and regulations of the State of Alaska and federal law, the Code of Ethics of the Professional Teaching Practices Commission (PTPC), and by the policies, rules, regulations and written directives of the Board. The annual salary of Two Hundred ~~Thirteen~~ **Thirty Nine** Thousand One Hundred Fifty Dollars (\$213~~39~~,150) shall be paid in equal monthly installments in accordance with the normal payroll procedures of the District. The Board may, following discussion with and agreement from, the Superintendent, adjust the annual salary, benefits and reimbursements of the Superintendent for ~~2022-2023~~ **and 2023-2024 and 2024-2025**. Any adjustments in salary made during the term of this contract shall be in the form of an amendment and become part of this contract.
  
2. The Superintendent agrees to devote his time, skill, labor, and attention to the duties of the Superintendent of the District. The Superintendent's work year shall be 260 days per year, less District holidays and paid vacation days ("annual leave"). Because of the attention necessary to perform his duties, the Superintendent agrees to maintain his residence within the borders of the District during the term of his contract. In order to partially offset the expense of the establishment of a permanent residence within the District, the District shall pay the Superintendent's relocation expenses including cost of moving his household goods from Corbett, Oregon to the District, applicable travel, meals and temporary housing. Any company providing relocation services for household goods under this provision will bill the District directly. Expenses reimbursed to the Superintendent under this provision must be incurred within 18 months from August 3, 2020, and will be made after appropriate receipts are provided to the District. Superintendent agrees that the point of hire for this agreement is Palmer, Alaska, and the District shall not be obligated to provide return transportation or expenses pursuant to the terms of AS 23.10.380 or otherwise.

3. This Superintendent shall have and maintain a valid Alaska Administrative Certificate (Type B) with Superintendent endorsement for the duration of this contract.
4. The Superintendent shall have a comprehensive medical examination once each year. A statement certifying that the Superintendent is in good health and able to perform the functions of the job will be filed with the Board at its request and will be treated as confidential. The costs of said examination shall be borne by the District to the extent that medical insurance does not cover same.
5. As established in Board policy, the Superintendent has responsibility to organize, reorganize and arrange the administrative and supervisory staff in the manner which, in his judgment, will best serve the district. The Superintendent agrees to review any significant changes in administrative organization with the Board prior to implementation. The administration of the District resides with the Superintendent, under the direction of the Board, and shall be administered by him with the assistance of his staff in a manner which in his judgment, best serves the District. The Board agrees that individual Board members will refrain from taking action regarding the administration of the District, except through collective board actions. Among other duties, the Superintendent is to attend all meetings of the Board unless excused by the Board President, propose to the Board recommendations and alternative recommendations for new and revised policies, and advise and make recommendations to the Board on all matters that come before the Board for action.
6. As established in Board policy, the Board, individually and collectively, will refer to the Superintendent for review and recommendation the criticism, complaints, and suggestions called to its attention concerning District operations. The Board and Superintendent will develop a Board-Superintendent Operating Protocol, and annually review and revise as needed, to contribute to further improvements in their communications and relationships.
7. In preparation for the evaluation of the Superintendent's performance, the Superintendent shall join with the Board in establishing specific goals, objectives and timelines, against which the performance of the Superintendent shall be measured and evaluated. The Superintendent shall work with the Board to develop these goals, objectives, and timelines, in writing, subsequent to June 30 and prior to August 31 of each year. The Board may make additions, deletions, or modifications as it deems is reasonably necessary to measure and evaluate the performance of the Superintendent and to meet the needs of the public, and shall provide the Superintendent with notice of these changes prior to August 31<sup>st</sup>, and an opportunity to provide input prior to or during the evaluation. The Board and Superintendent may amend these written goals, objectives, and timelines annually.
8. The Board shall devote at least two (2) meetings or retreats annually for a discussion of the agreed upon protocols, operating principles, and working relationship between the Superintendent and the Board as well as among board members. Outside facilitation of these meetings or retreats may be provided.

9. It is mutually agreed that the Superintendent's job performance will be formally evaluated annually by the Board in accordance with Board policy. The results of this evaluation will be reduced to writing and provided to the Superintendent, with a copy placed in the Superintendent's personnel file. It is further agreed that either the Board or the Superintendent may request to review the contract of the Superintendent annually, on or before June 30 of each year, to consider:
  - a. Whether a contract extension should be awarded;
  - b. An adjustment in the contracted salary, benefits, and reimbursements; the annual salary shall not be reduced below the salary in effect at the time of the review.
  - c. Any upward adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of the contract.
10. The Superintendent is expected to attend appropriate local, State and, with notice to the Board, up-to two out of state conferences such as of the District Administration Leadership Institute, per year. Additional out of state conferences must be approved by the Board. Reasonable expenses for such attendance shall be paid by the District in accordance with travel expense reimbursement policies applicable to all District personnel. The District shall pay the Superintendent's membership dues to two professional organizations chosen by the Superintendent to benefit the District. It is expected that the Superintendent will participate in civic and business affairs of the community. Membership in a service club and attendance at various community events shall be integral to the Superintendent's duties, and expenses and/or dues shall be paid through the Superintendent's Community Relations Expense Stipend, below.
11. The Superintendent's work year shall be 260 days per year, less District holidays and paid vacation days ("annual leave"). The Superintendent will devote his full time to the duties of the District and shall accept no other employment without first obtaining the written consent of the Board. The Board shall reasonably consent to consultative work, speaking engagements, writing, lecturing, and other professional duties and obligations which do not conflict with his duties as Superintendent. No outside engagements shall be requested or approved for services on a District business day during normal business hours, except that the Board and Superintendent may agree to permit such services if the Superintendent is utilizing annual leave. The Superintendent shall accept no additional compensation through any District related grants.
12. In lieu of other expense reimbursement for in-District travel, the Superintendent shall receive \$500 per month to defray costs incurred in using his automobile for official travel. The Superintendent will also be entitled to out-of-District mileage and other expense reimbursement for official business as provided by law and District policy for administrators.
13. The District shall provide technology devices for the Superintendent as are necessary

for the performance of his responsibilities. The Superintendent shall receive \$100 per month for business use of his personal cellular phone service

14. The District shall provide the Superintendent a Community Relations Expense Stipend of \$417 per month as taxable income for personal expenses incurred by the Superintendent in the performance of his responsibilities.
15. In addition to annual salary, the Superintendent will receive the following in consideration for the faithful performance of the duties of the Superintendent of the District:
  - a. Performance incentive pay will not exceed \$25,000 in any one year and will not be added to the base salary. The criteria for evaluation related to performance incentive pay will be jointly agreed upon in writing by the Board and Superintendent within a reasonable timeframe from the start of this contract, but may be subsequently amended by the parties.
  - b. Term life insurance in the amount of Five Hundred Thousand Dollars (\$500,000)
  - c. One and one-third days (1.33) sick leave per month for illness, injury, and emergencies as provided in law and Board policy, pre-credited at the start of this contract for 2021-2022 and on July 1<sup>st</sup> for each year thereafter. Unused sick leave will be treated in the manner prescribed by law and District personnel procedures.
  - d. Except as modified by this Contract, the Superintendent shall be afforded other leave benefits provided to non-represented certificated administrators.
  - e. Holidays recognized by the District for non-represented certificated administrators, i.e., Christmas, New Years, Thanksgiving (2 days), July 4<sup>th</sup>, Labor Day, Memorial Day and Martin Luther King Jr. Day.
  - f. The Superintendent is eligible for group health insurance benefits on the same terms and conditions provided to the non-represented certificated administrators of the District.
  - g. The Superintendent shall participate in the State of Alaska's Teachers Retirement System (TRS) and hereby consents to deductions from salary of the required TRS contributions. The District shall make all required employer contributions to that system.
  - h. Annual leave shall accrue at the rate of three (3) days of leave per month, for 36 days of annual leave. Annual leave may be carried over to the following contract year without limit. Up to ten (10) 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.

- i. At the option of the Superintendent, a portion of his salary shall be withheld and paid into a tax deferred program of the Superintendent's choosing so long as the program conforms to all applicable legal requirements for such programs.
  - j. The District will provide reasonable short-term and long-term disability coverage to the Superintendent for the duration of this contract.
16. This employment contract may be terminated without liability to the District by
- a. Mutual agreement of the parties;
  - b. Disability or incapacity of the Superintendent that renders the Superintendent, after utilization of all available leave, unable to perform the essential duties of his position;
  - c. Superintendent's certificate is revoked, suspended, or lapses during the term of this Contract;
  - d. Death of the Superintendent, in which event salary, reimbursable expenses and benefits owing to the Superintendent through the date of the Superintendent's death shall be paid to his estate. Except as specifically provided in this Contract, the Superintendent's estate will not be entitled to any other compensation under this agreement.
  - e. Discharge for cause. Cause shall include any cause specified in AS 14.20.170 (incompetence, immorality, or substantial non-compliance with laws or regulations), any relevant Alaska Supreme Court decisions, or any material breach by the Superintendent of the terms, conditions or requirements of this Contract or the Superintendent's duties as described by Board Policy.
  - f. Termination for convenience. The Board may unilaterally terminate this contract at its option for convenience by providing the Superintendent ten (10) days' written notice of termination. In the event of such termination, the Superintendent shall be paid, as severance pay, the salary he or she would have received to the end of the contract, ~~or twelve (12) months' salary, whichever is less,~~ minus deductions required by law.

17. Liability

- a. The Board agrees that the District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, fines, penalties, settlements, legal proceedings (including any complaint or investigation undertaken by the PTPC) brought against the Superintendent in his individual capacity or in his official capacity as provided in AS 14.12.115, excluding (1) any criminal prosecution which might be brought against the Superintendent; or (2) brought about or contributed to by fraud, dishonesty, or bad faith of the Superintendent or arising from the deliberate violation of any federal, state or

local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the Superintendent; (3) legal proceedings, administrative proceedings, or actions or proceedings connected with the assertion of rights under this contract, initiated by the Board against the Superintendent or initiated by the Superintendent against the Board; or (4) legal proceedings, administrative proceedings, or actions or proceedings where the Board and the Superintendent have adverse interests..

- b. Absent evidence otherwise, it shall be presumed that the Superintendent was acting in good faith within the scope of his employment as Superintendent.
18. In the event the Superintendent desires to make application for full-time employment outside the District, the Board shall be notified.
19. If, during the term of this contract, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

20. 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.

21. Contract Interpretation

This Contract shall be interpreted under Alaska law. 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, there shall be no rule of construction applied against or for either party in the interpretation of this Contract.

22. Contract

- a. 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.

- b. This Contract is effective and binding on the District and the Board only upon the approval and with the signatures of a majority of the Board and upon the acceptance and with the signature of the Superintendent.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
BY: \_\_\_\_\_

Dr. Randy Trani, Superintendent

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such personally appeared Dr. Randy Trani, known to me as Superintendent of Schools, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
SCHOOL BOARD

BY: \_\_\_\_\_  
Ryan Ponder, President

BY: \_\_\_\_\_  
R. Ole Larson, Member

BY: \_\_\_\_\_  
James Hart, Vice President

BY: \_\_\_\_\_  
Jeff Taylor, Member

BY: \_\_\_\_\_  
Dwight Probasco, Clerk

BY: \_\_\_\_\_  
Jubilee Underwood, Member

BY: \_\_\_\_\_  
Thomas Bergey, Member

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such personally appeared Mr. Ole Larson, known to me as President of the Board, and Ryan Ponder, known to me as the Clerk of the Board, and they have each 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 Board.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_



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BETWEEN  
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AND THE SCHOOL BOARD  
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PALMER, ALASKA**

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**AGREEMENTS**

1. In consideration of the compensation and benefits provided for herein, the Superintendent agrees to devote his full time and attention to performing faithfully the duties of the Superintendent of Schools as prescribed by all applicable statutes and regulations of the State of Alaska and federal law, the Code of Ethics of the Professional Teaching Practices Commission (PTPC), and by the policies, rules, regulations and written directives of the Board. The annual salary of Two Hundred Thirteen Thousand One Hundred Fifty Dollars (\$213,150) shall be paid in equal monthly installments in accordance with the normal payroll procedures of the District. The Board may, following discussion with and agreement from, the Superintendent, adjust the annual salary, benefits and reimbursements of the Superintendent for 2022-2023 and 2023-2024. Any adjustments in salary made during the term of this contract shall be in the form of an amendment and become part of this contract.
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expenses pursuant to the terms of AS 23.10.380 or otherwise.

3. This Superintendent shall have and maintain a valid Alaska Administrative Certificate (Type B) with Superintendent endorsement for the duration of this contract.
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the Superintendent and the Board as well as among board members. Outside facilitation of these meetings or retreats may be provided.

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  - b. An adjustment in the contracted salary, benefits, and reimbursements; the annual salary shall not be reduced below the salary in effect at the time of the review.
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15. In addition to annual salary, the Superintendent will receive the following in consideration for the faithful performance of the duties of the Superintendent of the District:
  - a. Performance incentive pay will not exceed \$25,000 in any one year and will not be added to the base salary. The criteria for evaluation related to performance incentive pay will be jointly agreed upon in writing by the Board and Superintendent within a reasonable timeframe from the start of this contract, but may be subsequently amended by the parties.
  - b. Term life insurance in the amount of Five Hundred Thousand Dollars (\$500,000)
  - c. One and one-third days (1.33) sick leave per month for illness, injury, and emergencies as provided in law and Board policy, pre-credited at the start of this contract for 2021-2022 and on July 1<sup>st</sup> for each year thereafter. Unused sick leave will be treated in the manner prescribed by law and District personnel procedures.
  - d. Except as modified by this Contract, the Superintendent shall be afforded other leave benefits provided to non-represented certificated administrators.
  - e. Holidays recognized by the District for non-represented certificated administrators, i.e., Christmas, New Years, Thanksgiving (2 days), July 4<sup>th</sup>, Labor Day, Memorial Day and Martin Luther King Jr. Day.
  - f. The Superintendent is eligible for group health insurance benefits on the same terms and conditions provided to the non-represented certificated administrators of the District.
  - g. The Superintendent shall participate in the State of Alaska's Teachers Retirement System (TRS) and hereby consents to deductions from salary of the required TRS contributions. The District shall make all required employer contributions to that system.
  - h. Annual leave shall accrue at the rate of three (3) days of leave per month, for 36 days of annual leave. Annual leave may be carried over to the following contract year without limit. Up to ten (10) 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.

- i. At the option of the Superintendent, a portion of his salary shall be withheld and paid into a tax deferred program of the Superintendent's choosing so long as the program conforms to all applicable legal requirements for such programs.
  - j. The District will provide reasonable short-term and long-term disability coverage to the Superintendent for the duration of this contract.
16. This employment contract may be terminated without liability to the District by
- a. Mutual agreement of the parties;
  - b. Disability or incapacity of the Superintendent that renders the Superintendent, after utilization of all available leave, unable to perform the essential duties of his position;
  - c. Superintendent's certificate is revoked, suspended, or lapses during the term of this Contract;
  - d. Death of the Superintendent, in which event salary, reimbursable expenses and benefits owing to the Superintendent through the date of the Superintendent's death shall be paid to his estate. Except as specifically provided in this Contract, the Superintendent's estate will not be entitled to any other compensation under this agreement.
  - e. Discharge for cause. Cause shall include any cause specified in AS 14.20.170 (incompetence, immorality, or substantial non-compliance with laws or regulations), any relevant Alaska Supreme Court decisions, or any material breach by the Superintendent of the terms, conditions or requirements of this Contract or the Superintendent's duties as described by Board Policy.
  - f. Termination for convenience. The Board may unilaterally terminate this contract at its option for convenience by providing the Superintendent ten (10) days' written notice of termination. In the event of such termination, the Superintendent shall be paid, as severance pay, the salary he or she would have received to the end of the contract, or twelve (12) months' salary, whichever is less, minus deductions required by law.

## 17. Liability

- a. The Board agrees that the District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, fines, penalties, settlements, legal proceedings (including any complaint or investigation undertaken by the PTPC) brought against the Superintendent in his individual capacity or in his official capacity as provided in AS 14.12.115, excluding (1) any criminal prosecution which might be brought against the Superintendent; or (2)

brought about or contributed to by fraud, dishonesty, or bad faith of the Superintendent or arising from the deliberate violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the Superintendent; (3) legal proceedings, administrative proceedings, or actions or proceedings connected with the assertion of rights under this contract, initiated by the Board against the Superintendent or initiated by the Superintendent against the Board; or (4) legal proceedings, administrative proceedings, or actions or proceedings where the Board and the Superintendent have adverse interests..

- b. Absent evidence otherwise, it shall be presumed that the Superintendent was acting in good faith within the scope of his employment as Superintendent.

18. In the event the Superintendent desires to make application for full-time employment outside the District, the Board shall be notified.

19. If, during the term of this contract, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

20. 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.

21. Contract Interpretation

This Contract shall be interpreted under Alaska law. 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, there shall be no rule of construction applied against or for either party in the interpretation of this Contract.

22. Contract

- a. 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.

- b. This Contract is effective and binding on the District and the Board only upon the approval and with the signatures of a majority of the Board and upon the acceptance and with the signature of the Superintendent.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BY: \_\_\_\_\_  
Dr. Randy Trani, Superintendent

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such personally appeared Dr. Randy Trani, known to me as Superintendent of Schools, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021  
SCHOOL BOARD

BY: \_\_\_\_\_  
R. Ole Larson, President

BY: \_\_\_\_\_  
Dr. Sarah Welton, Member

BY: \_\_\_\_\_  
Thomas Bergey, Vice President

BY: \_\_\_\_\_  
Jeff Taylor, Member

BY: \_\_\_\_\_  
Ryan Ponder, Clerk

BY: \_\_\_\_\_  
Jim Hart, Member

BY: \_\_\_\_\_  
Dwight Probasco, Member

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such personally appeared R. Ole Larson known to me as President of the Board, and

Ryan Ponder, known to me as the Clerk of the Board, and they have each 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 Board.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_



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**AGREEMENTS**

1. In consideration of the compensation and benefits provided for herein, the Superintendent agrees to devote his full time and attention to performing faithfully the duties of the Superintendent of Schools as prescribed by all applicable statutes and regulations of the State of Alaska and federal law, the Code of Ethics of the Professional Teaching Practices Commission (PTPC), and by the policies, rules, regulations and written directives of the Board. The annual salary of Two Hundred ~~Thirteen~~ **Thirty Nine** Thousand One Hundred Fifty Dollars (\$213~~39~~,150) shall be paid in equal monthly installments in accordance with the normal payroll procedures of the District. The Board may, following discussion with and agreement from, the Superintendent, adjust the annual salary, benefits and reimbursements of the Superintendent for ~~2022-2023~~ **and 2023-2024 and 2024-2025**. Any adjustments in salary made during the term of this contract shall be in the form of an amendment and become part of this contract.
  
2. The Superintendent agrees to devote his time, skill, labor, and attention to the duties of the Superintendent of the District. The Superintendent's work year shall be 260 days per year, less District holidays and paid vacation days ("annual leave"). Because of the attention necessary to perform his duties, the Superintendent agrees to maintain his residence within the borders of the District during the term of his contract. In order to partially offset the expense of the establishment of a permanent residence within the District, the District shall pay the Superintendent's relocation expenses including cost of moving his household goods from Corbett, Oregon to the District, applicable travel, meals and temporary housing. Any company providing relocation services for household goods under this provision will bill the District directly. Expenses reimbursed to the Superintendent under this provision must be incurred within 18 months from August 3, 2020, and will be made after appropriate receipts are provided to the District. Superintendent agrees that the point of hire for this agreement is Palmer, Alaska, and the District shall not be obligated to provide return transportation or expenses pursuant to the terms of AS 23.10.380 or otherwise.

3. This Superintendent shall have and maintain a valid Alaska Administrative Certificate (Type B) with Superintendent endorsement for the duration of this contract.
4. The Superintendent shall have a comprehensive medical examination once each year. A statement certifying that the Superintendent is in good health and able to perform the functions of the job will be filed with the Board at its request and will be treated as confidential. The costs of said examination shall be borne by the District to the extent that medical insurance does not cover same.
5. As established in Board policy, the Superintendent has responsibility to organize, reorganize and arrange the administrative and supervisory staff in the manner which, in his judgment, will best serve the district. The Superintendent agrees to review any significant changes in administrative organization with the Board prior to implementation. The administration of the District resides with the Superintendent, under the direction of the Board, and shall be administered by him with the assistance of his staff in a manner which in his judgment, best serves the District. The Board agrees that individual Board members will refrain from taking action regarding the administration of the District, except through collective board actions. Among other duties, the Superintendent is to attend all meetings of the Board unless excused by the Board President, propose to the Board recommendations and alternative recommendations for new and revised policies, and advise and make recommendations to the Board on all matters that come before the Board for action.
6. As established in Board policy, the Board, individually and collectively, will refer to the Superintendent for review and recommendation the criticism, complaints, and suggestions called to its attention concerning District operations. The Board and Superintendent will develop a Board-Superintendent Operating Protocol, and annually review and revise as needed, to contribute to further improvements in their communications and relationships.
7. In preparation for the evaluation of the Superintendent's performance, the Superintendent shall join with the Board in establishing specific goals, objectives and timelines, against which the performance of the Superintendent shall be measured and evaluated. The Superintendent shall work with the Board to develop these goals, objectives, and timelines, in writing, subsequent to June 30 and prior to August 31 of each year. The Board may make additions, deletions, or modifications as it deems is reasonably necessary to measure and evaluate the performance of the Superintendent and to meet the needs of the public, and shall provide the Superintendent with notice of these changes prior to August 31<sup>st</sup>, and an opportunity to provide input prior to or during the evaluation. The Board and Superintendent may amend these written goals, objectives, and timelines annually.
8. The Board shall devote at least two (2) meetings or retreats annually for a discussion of the agreed upon protocols, operating principles, and working relationship between the Superintendent and the Board as well as among board members. Outside facilitation of these meetings or retreats may be provided.

9. It is mutually agreed that the Superintendent's job performance will be formally evaluated annually by the Board in accordance with Board policy. The results of this evaluation will be reduced to writing and provided to the Superintendent, with a copy placed in the Superintendent's personnel file. It is further agreed that either the Board or the Superintendent may request to review the contract of the Superintendent annually, on or before June 30 of each year, to consider:
  - a. Whether a contract extension should be awarded;
  - b. An adjustment in the contracted salary, benefits, and reimbursements; the annual salary shall not be reduced below the salary in effect at the time of the review.
  - c. Any upward adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of the contract.
10. The Superintendent is expected to attend appropriate local, State and, with notice to the Board, up-to two out of state conferences such as of the District Administration Leadership Institute, per year. Additional out of state conferences must be approved by the Board. Reasonable expenses for such attendance shall be paid by the District in accordance with travel expense reimbursement policies applicable to all District personnel. The District shall pay the Superintendent's membership dues to two professional organizations chosen by the Superintendent to benefit the District. It is expected that the Superintendent will participate in civic and business affairs of the community. Membership in a service club and attendance at various community events shall be integral to the Superintendent's duties, and expenses and/or dues shall be paid through the Superintendent's Community Relations Expense Stipend, below.
11. The Superintendent's work year shall be 260 days per year, less District holidays and paid vacation days ("annual leave"). The Superintendent will devote his full time to the duties of the District and shall accept no other employment without first obtaining the written consent of the Board. The Board shall reasonably consent to consultative work, speaking engagements, writing, lecturing, and other professional duties and obligations which do not conflict with his duties as Superintendent. No outside engagements shall be requested or approved for services on a District business day during normal business hours, except that the Board and Superintendent may agree to permit such services if the Superintendent is utilizing annual leave. The Superintendent shall accept no additional compensation through any District related grants.
12. In lieu of other expense reimbursement for in-District travel, the Superintendent shall receive \$500 per month to defray costs incurred in using his automobile for official travel. The Superintendent will also be entitled to out-of-District mileage and other expense reimbursement for official business as provided by law and District policy for administrators.
13. The District shall provide technology devices for the Superintendent as are necessary

for the performance of his responsibilities. The Superintendent shall receive \$100 per month for business use of his personal cellular phone service

14. The District shall provide the Superintendent a Community Relations Expense Stipend of \$417 per month as taxable income for personal expenses incurred by the Superintendent in the performance of his responsibilities.
15. In addition to annual salary, the Superintendent will receive the following in consideration for the faithful performance of the duties of the Superintendent of the District:
  - a. Performance incentive pay will not exceed \$25,000 in any one year and will not be added to the base salary. The criteria for evaluation related to performance incentive pay will be jointly agreed upon in writing by the Board and Superintendent within a reasonable timeframe from the start of this contract, but may be subsequently amended by the parties.
  - b. Term life insurance in the amount of Five Hundred Thousand Dollars (\$500,000)
  - c. One and one-third days (1.33) sick leave per month for illness, injury, and emergencies as provided in law and Board policy, pre-credited at the start of this contract for 2021-2022 and on July 1<sup>st</sup> for each year thereafter. Unused sick leave will be treated in the manner prescribed by law and District personnel procedures.
  - d. Except as modified by this Contract, the Superintendent shall be afforded other leave benefits provided to non-represented certificated administrators.
  - e. Holidays recognized by the District for non-represented certificated administrators, i.e., Christmas, New Years, Thanksgiving (2 days), July 4<sup>th</sup>, Labor Day, Memorial Day and Martin Luther King Jr. Day.
  - f. The Superintendent is eligible for group health insurance benefits on the same terms and conditions provided to the non-represented certificated administrators of the District.
  - g. The Superintendent shall participate in the State of Alaska's Teachers Retirement System (TRS) and hereby consents to deductions from salary of the required TRS contributions. The District shall make all required employer contributions to that system.
  - h. Annual leave shall accrue at the rate of three (3) days of leave per month, for 36 days of annual leave. Annual leave may be carried over to the following contract year without limit. Up to ten (10) 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.

- i. At the option of the Superintendent, a portion of his salary shall be withheld and paid into a tax deferred program of the Superintendent's choosing so long as the program conforms to all applicable legal requirements for such programs.
  - j. The District will provide reasonable short-term and long-term disability coverage to the Superintendent for the duration of this contract.
16. This employment contract may be terminated without liability to the District by
- a. Mutual agreement of the parties;
  - b. Disability or incapacity of the Superintendent that renders the Superintendent, after utilization of all available leave, unable to perform the essential duties of his position;
  - c. Superintendent's certificate is revoked, suspended, or lapses during the term of this Contract;
  - d. Death of the Superintendent, in which event salary, reimbursable expenses and benefits owing to the Superintendent through the date of the Superintendent's death shall be paid to his estate. Except as specifically provided in this Contract, the Superintendent's estate will not be entitled to any other compensation under this agreement.
  - e. Discharge for cause. Cause shall include any cause specified in AS 14.20.170 (incompetence, immorality, or substantial non-compliance with laws or regulations), any relevant Alaska Supreme Court decisions, or any material breach by the Superintendent of the terms, conditions or requirements of this Contract or the Superintendent's duties as described by Board Policy.
  - f. Termination for convenience. The Board may unilaterally terminate this contract at its option for convenience by providing the Superintendent ten (10) days' written notice of termination. In the event of such termination, the Superintendent shall be paid, as severance pay, the salary he or she would have received to the end of the contract, ~~or twelve (12) months' salary, whichever is less,~~ minus deductions required by law.

17. Liability

- a. The Board agrees that the District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, fines, penalties, settlements, legal proceedings (including any complaint or investigation undertaken by the PTPC) brought against the Superintendent in his individual capacity or in his official capacity as provided in AS 14.12.115, excluding (1) any criminal prosecution which might be brought against the Superintendent; or (2) brought about or contributed to by fraud, dishonesty, or bad faith of the Superintendent or arising from the deliberate violation of any federal, state or

local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the Superintendent; (3) legal proceedings, administrative proceedings, or actions or proceedings connected with the assertion of rights under this contract, initiated by the Board against the Superintendent or initiated by the Superintendent against the Board; or (4) legal proceedings, administrative proceedings, or actions or proceedings where the Board and the Superintendent have adverse interests..

- b. Absent evidence otherwise, it shall be presumed that the Superintendent was acting in good faith within the scope of his employment as Superintendent.

18. In the event the Superintendent desires to make application for full-time employment outside the District, the Board shall be notified.

19. If, during the term of this contract, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

20. 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.

21. Contract Interpretation

This Contract shall be interpreted under Alaska law. 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, there shall be no rule of construction applied against or for either party in the interpretation of this Contract.

22. Contract

- a. 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.

- b. This Contract is effective and binding on the District and the Board only upon the approval and with the signatures of a majority of the Board and upon the acceptance and with the signature of the Superintendent.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
BY: \_\_\_\_\_

Dr. Randy Trani, Superintendent

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such personally appeared Dr. Randy Trani, known to me as Superintendent of Schools, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
SCHOOL BOARD

BY: \_\_\_\_\_  
Ryan Ponder, President

BY: \_\_\_\_\_  
R. Ole Larson, Member

BY: \_\_\_\_\_  
James Hart, Vice President

BY: \_\_\_\_\_  
Jeff Taylor, Member

BY: \_\_\_\_\_  
Dwight Probasco, Clerk

BY: \_\_\_\_\_  
Jubilee Underwood, Member

BY: \_\_\_\_\_  
Thomas Bergey, Member

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such personally appeared Mr. Ole Larson, known to me as President of the Board, and Ryan Ponder, known to me as the Clerk of the Board, and they have each 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 Board.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_



**AGREEMENT  
BETWEEN  
RANDY TRANI  
AND THE SCHOOL BOARD  
OF THE  
MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT  
PALMER, ALASKA**

**PREAMBLE**

It is hereby agreed by and between the Board of Directors (the "Board") of the MATANUSKA-SUSITNA BOROUGH SCHOOL BOARD (hereinafter referred to as the BOARD) and Dr. Randy Trani (the "Superintendent") that the Board, has and does hereby employ Dr. Randy Trani as Superintendent for the period of July 1, 2021 through June 30, 2024.

**AGREEMENTS**

1. In consideration of the compensation and benefits provided for herein, the Superintendent agrees to devote his full time and attention to performing faithfully the duties of the Superintendent of Schools as prescribed by all applicable statutes and regulations of the State of Alaska and federal law, the Code of Ethics of the Professional Teaching Practices Commission (PTPC), and by the policies, rules, regulations and written directives of the Board. The annual salary of Two Hundred Thirteen Thousand One Hundred Fifty Dollars (\$213,150) shall be paid in equal monthly installments in accordance with the normal payroll procedures of the District. The Board may, following discussion with and agreement from, the Superintendent, adjust the annual salary, benefits and reimbursements of the Superintendent for 2022-2023 and 2023-2024. Any adjustments in salary made during the term of this contract shall be in the form of an amendment and become part of this contract.
2. The Superintendent agrees to devote his time, skill, labor, and attention to the duties of the Superintendent of the District. The Superintendent's work year shall be 260 days per year, less District holidays and paid vacation days ("annual leave"). Because of the attention necessary to perform his duties, the Superintendent agrees to maintain his residence within the borders of the District during the term of his contract. In order to partially offset the expense of the establishment of a permanent residence within the District, the District shall pay the Superintendent's relocation expenses including cost of moving his household goods from Corbett, Oregon to the District, applicable travel, meals and temporary housing. Any company providing relocation services for household goods under this provision will bill the District directly. Expenses reimbursed to the Superintendent under this provision must be incurred within 18 months from August 3, 2020, and will be made after appropriate receipts are provided to the District. Superintendent agrees that the point of hire for this agreement is Palmer, Alaska, and the District shall not be obligated to provide return transportation or

expenses pursuant to the terms of AS 23.10.380 or otherwise.

3. This Superintendent shall have and maintain a valid Alaska Administrative Certificate (Type B) with Superintendent endorsement for the duration of this contract.
4. The Superintendent shall have a comprehensive medical examination once each year. A statement certifying that the Superintendent is in good health and able to perform the functions of the job will be filed with the Board at its request and will be treated as confidential. The costs of said examination shall be borne by the District to the extent that medical insurance does not cover same.
5. As established in Board policy, the Superintendent has responsibility to organize, reorganize and arrange the administrative and supervisory staff in the manner which, in his judgment, will best serve the district. The Superintendent agrees to review any significant changes in administrative organization with the Board prior to implementation. The administration of the District resides with the Superintendent, under the direction of the Board, and shall be administered by him with the assistance of his staff in a manner which in his judgment, best serves the District. The Board agrees that individual Board members will refrain from taking action regarding the administration of the District, except through collective board actions. Among other duties, the Superintendent is to attend all meetings of the Board unless excused by the Board President, propose to the Board recommendations and alternative recommendations for new and revised policies, and advise and make recommendations to the Board on all matters that come before the Board for action.
6. As established in Board policy, the Board, individually and collectively, will refer to the Superintendent for review and recommendation the criticism, complaints, and suggestions called to its attention concerning District operations. The Board and Superintendent will develop a Board-Superintendent Operating Protocol, and annually review and revise as needed, to contribute to further improvements in their communications and relationships.
7. In preparation for the evaluation of the Superintendent's performance, the Superintendent shall join with the Board in establishing specific goals, objectives and timelines, against which the performance of the Superintendent shall be measured and evaluated. The Superintendent shall work with the Board to develop these goals, objectives, and timelines, in writing, subsequent to June 30 and prior to August 31 of each year. The Board may make additions, deletions, or modifications as it deems is reasonably necessary to measure and evaluate the performance of the Superintendent and to meet the needs of the public, and shall provide the Superintendent with notice of these changes prior to August 31<sup>st</sup>, and an opportunity to provide input prior to or during the evaluation. The Board and Superintendent may amend these written goals, objectives, and timelines annually.
8. The Board shall devote at least two (2) meetings or retreats annually for a discussion of the agreed upon protocols, operating principles, and working relationship between

the Superintendent and the Board as well as among board members. Outside facilitation of these meetings or retreats may be provided.

9. It is mutually agreed that the Superintendent's job performance will be formally evaluated annually by the Board in accordance with Board policy. The results of this evaluation will be reduced to writing and provided to the Superintendent, with a copy placed in the Superintendent's personnel file. It is further agreed that either the Board or the Superintendent may request to review the contract of the Superintendent annually, on or before June 30 of each year, to consider:
  - a. Whether a contract extension should be awarded;
  - b. An adjustment in the contracted salary, benefits, and reimbursements; the annual salary shall not be reduced below the salary in effect at the time of the review.
  - c. Any upward adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of the contract.
10. The Superintendent is expected to attend appropriate local, State and, with notice to the Board, up-to two out of state conferences such as of the District Administration Leadership Institute, per year. Additional out of state conferences must be approved by the Board. Reasonable expenses for such attendance shall be paid by the District in accordance with travel expense reimbursement policies applicable to all District personnel. The District shall pay the Superintendent's membership dues to two professional organizations chosen by the Superintendent to benefit the District. It is expected that the Superintendent will participate in civic and business affairs of the community. Membership in a service club and attendance at various community events shall be integral to the Superintendent's duties, and expenses and/or dues shall be paid through the Superintendent's Community Relations Expense Stipend, below.
11. The Superintendent's work year shall be 260 days per year, less District holidays and paid vacation days ("annual leave"). The Superintendent will devote his full time to the duties of the District and shall accept no other employment without first obtaining the written consent of the Board. The Board shall reasonably consent to consultative work, speaking engagements, writing, lecturing, and other professional duties and obligations which do not conflict with his duties as Superintendent. No outside engagements shall be requested or approved for services on a District business day during normal business hours, except that the Board and Superintendent may agree to permit such services if the Superintendent is utilizing annual leave. The Superintendent shall accept no additional compensation through any District related grants.
12. In lieu of other expense reimbursement for in-District travel, the Superintendent shall receive \$500 per month to defray costs incurred in using his automobile for official travel. The Superintendent will also be entitled to out-of-District mileage and other expense reimbursement for official business as provided by law and District policy for administrators.

13. The District shall provide technology devices for the Superintendent as are necessary for the performance of his responsibilities. The Superintendent shall receive \$100 per month for business use of his personal cellular phone service
14. The District shall provide the Superintendent a Community Relations Expense Stipend of \$417 per month as taxable income for personal expenses incurred by the Superintendent in the performance of his responsibilities.
15. In addition to annual salary, the Superintendent will receive the following in consideration for the faithful performance of the duties of the Superintendent of the District:
  - a. Performance incentive pay will not exceed \$25,000 in any one year and will not be added to the base salary. The criteria for evaluation related to performance incentive pay will be jointly agreed upon in writing by the Board and Superintendent within a reasonable timeframe from the start of this contract, but may be subsequently amended by the parties.
  - b. Term life insurance in the amount of Five Hundred Thousand Dollars (\$500,000)
  - c. One and one-third days (1.33) sick leave per month for illness, injury, and emergencies as provided in law and Board policy, pre-credited at the start of this contract for 2021-2022 and on July 1<sup>st</sup> for each year thereafter. Unused sick leave will be treated in the manner prescribed by law and District personnel procedures.
  - d. Except as modified by this Contract, the Superintendent shall be afforded other leave benefits provided to non-represented certificated administrators.
  - e. Holidays recognized by the District for non-represented certificated administrators, i.e., Christmas, New Years, Thanksgiving (2 days), July 4<sup>th</sup>, Labor Day, Memorial Day and Martin Luther King Jr. Day.
  - f. The Superintendent is eligible for group health insurance benefits on the same terms and conditions provided to the non-represented certificated administrators of the District.
  - g. The Superintendent shall participate in the State of Alaska's Teachers Retirement System (TRS) and hereby consents to deductions from salary of the required TRS contributions. The District shall make all required employer contributions to that system.
  - h. Annual leave shall accrue at the rate of three (3) days of leave per month, for 36 days of annual leave. Annual leave may be carried over to the following contract year without limit. Up to ten (10) 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.

- i. At the option of the Superintendent, a portion of his salary shall be withheld and paid into a tax deferred program of the Superintendent's choosing so long as the program conforms to all applicable legal requirements for such programs.
  - j. The District will provide reasonable short-term and long-term disability coverage to the Superintendent for the duration of this contract.
16. This employment contract may be terminated without liability to the District by
- a. Mutual agreement of the parties;
  - b. Disability or incapacity of the Superintendent that renders the Superintendent, after utilization of all available leave, unable to perform the essential duties of his position;
  - c. Superintendent's certificate is revoked, suspended, or lapses during the term of this Contract;
  - d. Death of the Superintendent, in which event salary, reimbursable expenses and benefits owing to the Superintendent through the date of the Superintendent's death shall be paid to his estate. Except as specifically provided in this Contract, the Superintendent's estate will not be entitled to any other compensation under this agreement.
  - e. Discharge for cause. Cause shall include any cause specified in AS 14.20.170 (incompetence, immorality, or substantial non-compliance with laws or regulations), any relevant Alaska Supreme Court decisions, or any material breach by the Superintendent of the terms, conditions or requirements of this Contract or the Superintendent's duties as described by Board Policy.
  - f. Termination for convenience. The Board may unilaterally terminate this contract at its option for convenience by providing the Superintendent ten (10) days' written notice of termination. In the event of such termination, the Superintendent shall be paid, as severance pay, the salary he or she would have received to the end of the contract, or twelve (12) months' salary, whichever is less, minus deductions required by law.

#### 17. Liability

- a. The Board agrees that the District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, fines, penalties, settlements, legal proceedings (including any complaint or investigation undertaken by the PTPC) brought against the Superintendent in his individual capacity or in his official capacity as provided in AS 14.12.115, excluding (1) any criminal prosecution which might be brought against the Superintendent; or (2)

brought about or contributed to by fraud, dishonesty, or bad faith of the Superintendent or arising from the deliberate violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the Superintendent; (3) legal proceedings, administrative proceedings, or actions or proceedings connected with the assertion of rights under this contract, initiated by the Board against the Superintendent or initiated by the Superintendent against the Board; or (4) legal proceedings, administrative proceedings, or actions or proceedings where the Board and the Superintendent have adverse interests..

- b. Absent evidence otherwise, it shall be presumed that the Superintendent was acting in good faith within the scope of his employment as Superintendent.

18. In the event the Superintendent desires to make application for full-time employment outside the District, the Board shall be notified.

19. If, during the term of this contract, it is found that a specific clause of the contract is illegal under federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

20. 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.

21. Contract Interpretation

This Contract shall be interpreted under Alaska law. 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, there shall be no rule of construction applied against or for either party in the interpretation of this Contract.

22. Contract

- a. 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.

- b. This Contract is effective and binding on the District and the Board only upon the approval and with the signatures of a majority of the Board and upon the acceptance and with the signature of the Superintendent.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BY: \_\_\_\_\_  
Dr. Randy Trani, Superintendent

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such personally appeared Dr. Randy Trani, known to me as Superintendent of Schools, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021  
SCHOOL BOARD

BY: \_\_\_\_\_  
R. Ole Larson, President

BY: \_\_\_\_\_  
Dr. Sarah Welton, Member

BY: \_\_\_\_\_  
Thomas Bergey, Vice President

BY: \_\_\_\_\_  
Jeff Taylor, Member

BY: \_\_\_\_\_  
Ryan Ponder, Clerk

BY: \_\_\_\_\_  
Jim Hart, Member

BY: \_\_\_\_\_  
Dwight Probasco, Member

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such personally appeared R. Ole Larson known to me as President of the Board, and

Ryan Ponder, known to me as the Clerk of the Board, and they have each 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 Board.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_



## Superintendent of Schools' Employment Contract

This agreement, effective the 1st day of July, 2018 between the MATANUSKA-SUSITNA BOROUGH SCHOOL BOARD (hereinafter referred to as the BOARD) and Dr. MONICA GOYETTE (hereinafter referred to as the SUPERINTENDENT), constitutes an employment contract for the position of Superintendent of Schools of the MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT (hereinafter referred to as the DISTRICT).

### 1. Term

- a. The BOARD employs the SUPERINTENDENT and the SUPERINTENDENT accepts employment upon all terms and conditions set out herein beginning July 1, 2018 and continuing through June 30, 2021. The term may be extended by mutual written agreement.

### 2. Duties

- 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 and regulation; and the policies of the BOARD. The SUPERINTENDENT is hereby granted full discretion to select, appoint, organize, reorganize, and otherwise arrange the administrative and supervisory staff.
- b. The SUPERINTENDENT agrees to devote his full professional time and effort to the duties of his position and shall accept no other employment or professional opportunity without obtaining the prior consent of the BOARD, which will not be unreasonably withheld. The SUPERINTENDENT shall accept no additional compensation through any DISTRICT related grants. The SUPERINTENDENT shall not have any contractual dealings with any affiliate entities without prior BOARD approval. Those appointments for which the SUPERINTENDENT is already serving and were made known to the BOARD prior to the commencement of this contract may continue without further BOARD approval.
- c. The SUPERINTENDENT shall be responsible for assuring that administrative arrangements for BOARD meetings are made in a timely and efficient manner and pursuant to BOARD Policy. These arrangements include functions such as reserving a location and assisting in the formulation, printing and distribution of agendas and BOARD packets.
- 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 (PTPC), and the policies of the BOARD.
- e. The SUPERINTENDENT shall have and maintain an 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 BOARD, without liability.
- f. The SUPERINTENDENT shall visit each education building/school for a period of time no less than two hours during each year of employment. Visits must take place during the instructional day and shall include time spend with students, staff, or the building administrator.
- g. By signing this contract, the SUPERINTENDENT subscribes to the following:

I do solemnly swear 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

- a. Throughout the term of this contract, the SUPERINTENDENT shall receive a gross annual salary, paid semi monthly in accordance with the ordinary payroll practices of the DISTRICT, of \$175,000.00. The daily rate, based on 260 work days, shall be \$673.08. The BOARD may, in its sole discretion, increase the annual salary.
- b. Tax Deferral program: At the option of the SUPERINTENDENT, a portion of his salary shall be withheld and paid into a tax deferred program of the SUPERINTENDENT'S choosing so long as the program conforms to all applicable legal requirements for such programs.
- c. Life Insurance: Term life insurance in the amount of Five Hundred Thousand Dollars (\$500,000) will be provided to the SUPERINTENDENT.
- d. Community Relations Expense Stipend: The SUPERINTENDENT will receive \$417 per month as taxable income for personal expenses incurred by the SUPERINTENDENT.

### 4. Evaluation

- a. BOARD identified goals and annual objectives that drive those goals shall be among the criteria for evaluating the SUPERINTENDENT. The SUPERINTENDENT shall present evidence to the BOARD relative to progress toward the attainment of the objectives at the next regularly scheduled BOARD meeting at the end of each semester during the school term. The BOARD shall use this information to determine the level of performance incentive pay to be given for each fiscal year. Performance incentive pay will not exceed \$25,000 in any one year and will not be added to the base salary.
- b. The criteria for evaluation related to performance incentive pay will be jointly agreed upon in writing by the BOARD and SUPERINTENDENT within the first 60 days of employment, but may be subsequently amended by the parties.
- c. The BOARD shall provide a written evaluation of the SUPERINTENDENT'S performance for each school year, not later than June 30.

### 5. Business Expenses

- a. The DISTRICT shall pay on behalf of the SUPERINTEDENT all actual and necessary business expenses (including, but not limited to registration fees for professional conferences, travel costs, and related lodging, and per diem) incurred by him within the scope of employment as SUPERINTENDENT as allowed under BOARD Policy.

### 6. Mileage Reimbursement

- a. The SUPERINTENDENT shall receive taxable transportation stipend of \$450.00 per month, for business travel in accordance with BOARD Policy.

### 7. Other Benefits

- a. The SUPERINTENDENT shall receive one and one-third days of sick leave per month.
- b. The SUPERINTENDENT shall receive three days of annual leave per month. The SUPERINTENDENT may accrue annual leave without limit. Annual leave will be cashed out upon termination of the contract, at 100 percent. The SUPERINTENDENT at his sole discretion may elect to cash in up to 10 annual leave days per year.

- c. The SUPERINTENDENT is entitled to take the following DISTRICT holidays: Christmas, New Years, Thanksgiving (2 days), July 4<sup>th</sup>, Labor Day, Memorial Day and Martin Luther King Jr. Day.
- d. Health Insurance benefits will be provided in accordance with the DISTRICT'S other exempt employees.
- e. 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 his 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.
- f. The SUPERINTENDENT shall participate in the State of Alaska's Teachers Retirement System (TRS) and hereby consents to deductions from salary of the required TRS contributions. The DISTRICT shall make all required employer contributions to that system.
- g. The SUPERINTENDENT shall be eligible for a communication stipend consistent with other District Administrative staff.

#### 8. Termination

- a. This employment contract may be terminated without liability to the DISTRICT by
  - i. Mutual agreement of the parties;
  - ii. Retirement or resignation of the SUPERINTENDENT;
  - iii. Disability of the SUPERINTENDENT that renders the SUPERINTENDENT unable to perform the essential duties of his position in a reasonable manner for a period of more than six months in duration;
  - iv. Death of the SUPERINTENDENT, in which event salary, reimbursable expenses and benefits owing to the SUPERINTENDENT through the date of the SUPERINTENDENT's death shall be paid to his estate. Except as specifically provided in this agreement, the SUPERINTENDENT's estate will not be entitled to any other compensation under this agreement.
  - v. Discharge for cause, cause shall include incompetence, immorality, or substantial non-compliance with laws, regulations, or any material breach by the SUPERINTENDENT of the terms, conditions or requirements of this contract.
  - vi. At the conclusion of this contract the SUPERINTENDENT shall be entitled to return to an administrative position within the District for the 2021-2022 school year, as a tenured certificated employee. Such placement will be determined at the sole discretion of the BOARD. Nothing in this provision should be interpreted as prohibiting the SUPERINTENDENT from applying for any open administrative positions within the district for the 2021-2022 school year, including the SUPERINTENDENT position.

#### 9. Liability

- a. The BOARD agrees that the DISTRICT shall defend, hold harmless, and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions, judgments, fines, penalties, settlements, legal proceedings (including any complaint or investigation undertaken by the PTPC) brought against the SUPERINTENDENT in his individual capacity or in his official capacity as provided in AS 14.12.115, excluding (1) any criminal prosecution which might be brought against the SUPERINTENDENT; or (2)

brought about or contributed to by fraud, dishonesty, or bad faith of the SUPERINTENDENT or arising from the deliberate violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the SUPERINTENDENT; or (3) legal proceedings, administrative proceedings, or actions or proceedings connected with the assertion of rights under this contract, initiated by the BOARD against the SUPERINTENDENT or initiated by the SUPERINTENDENT against the BOARD.

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

10. Entire Agreement

- a. This Contract is the entire agreement between 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.

11. Contract Interpretation

- a. This Contract shall be interpreted under Alaska law. 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 there shall be no rule of construction applied against or for either party in the interpretation of this Contract.

12. Contract

- a. This Contract is effective and binding on the DISTRICT and the BOARD only upon the approval and with the signatures of a majority of the BOARD and upon the acceptance and with the signature of the SUPERINTENDENT.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

BY: \_\_\_\_\_  
Dr. Monica Goyette, Superintendent

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such personally appeared Dr. Monica Goyette, known to me as Superintendent of Schools, and acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018

SCHOOL BOARD

BY: \_\_\_\_\_  
Donna Dearman, President

BY: \_\_\_\_\_  
Ray Michaelson, Member

BY: \_\_\_\_\_  
Kelsey Trimmer, Vice President

BY: \_\_\_\_\_  
Yvonne Ruth, Member

BY: \_\_\_\_\_  
Deborah Retherford, Clerk

BY: \_\_\_\_\_  
Sarah Welton, Member

BY: \_\_\_\_\_  
Ole Larson, Member

STATE OF ALASKA  
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such personally appeared Donna Dearman, known to me as President of the BOARD, and Deborah Retherford, known to me as the Clerk of the BOARD, and they have each 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 BOARD.

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

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_