

A background image of Brad Pitt in a law office setting, wearing a dark polo shirt and talking on a black telephone. He has a focused expression and is looking slightly to the side. Bookshelves filled with books are visible in the background.

The Business of Superintendent Contracts Negotiating for the Top Spot

John M. Sedor

Law Day – December 6, 2019



SEDOR WENDLANDT EVANS FILIPPI

Read the Small Print



Who do I Represent?

Let's Start in the Very Beginning



ne·go·ti·ate

/nə'gōSHē,āt/

verb

1. obtain or bring about by discussion.
"he negotiated a new contract with the sellers"

Similar:

arrange

work out

thrash out

hammer out



2. find a way over or through (an obstacle or difficult path).
"there was a puddle to be negotiated"

Similar:

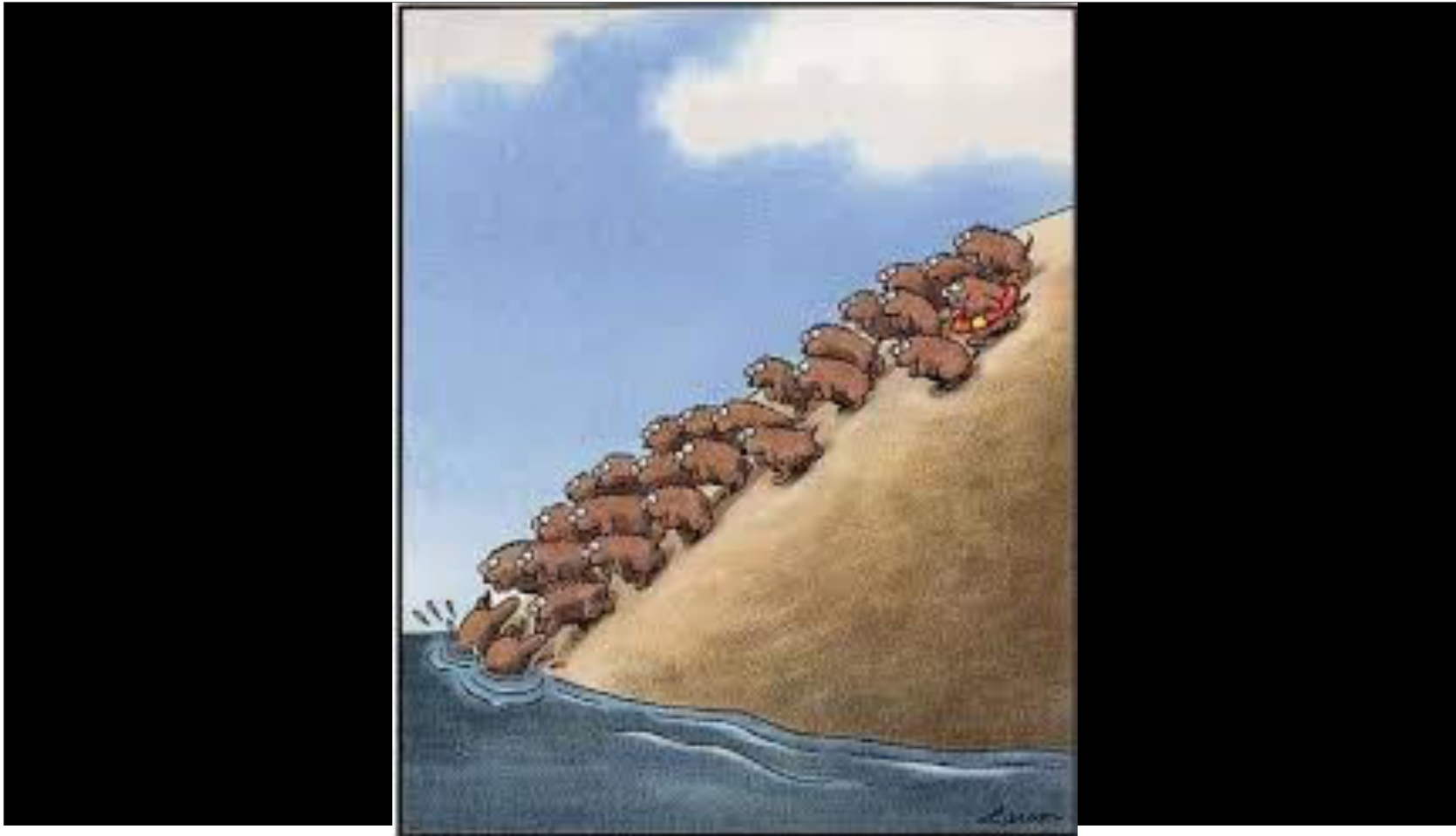
get round/past/over

make one's way round/past/over



Recommendation 1: Negotiate

Example 2



Recommendation 2: Know the Law and Process

AS § 14.20.150
§ 14.20.150. Acquisition and reacquisition of tenure rights

(a) Except as provided in (c) or (d) of this section, a teacher acquires tenure rights in a district when the teacher

(1) possesses a valid teaching certificate that authorizes the teacher to be employed as a certificated teacher or as an administrator under regulations adopted by the department;

(2) has been employed as a teacher in the same district continuously for three full school years;

(3) receives, in the third year of any three-year period of continuous employment with the district, an evaluation under the district's evaluation system stating that the teacher's performance meets the district performance standards; and

(4) on or before October 15 of the school year,

(A) accepts a contract for employment as a teacher in the district for a fourth consecutive school year; and

(B) performs a day of teaching services in the district during that school year.

(b) In this section, a full school year of employment means employment that begins on or before the first day of the school year required by the department in a school year or October 15, whichever occurs first, and continues through the last day of the school year.

(c) A superintendent may not acquire or maintain tenure in a district.

AS § 40.25.110

§ 40.25.110. Public records open to inspection and copying; fees

Currentness

(a) Unless specifically provided otherwise, the public records of all public agencies are open to inspection by the public under reasonable rules during regular office hours. The public officer having the custody of public records shall give on request and payment of the fee established under this section or AS 40.25.115 a certified copy of the public record.

(b) Except as otherwise provided in this section, the fee for copying public records may not exceed the standard unit cost of duplication established by the public agency.

(c) If the production of records for one requester in a calendar month exceeds five person-hours, the public agency shall require the requester to pay the personnel costs required during the month to complete the search and copying tasks. The personnel costs may not exceed the actual salary and benefit costs for the personnel time required to perform the search and copying tasks. The requester shall pay the fee before the records are disclosed, and the public agency may require payment in advance of the search.

(d) A public agency may reduce or waive a fee when the public agency determines that the reduction or waiver is in the public interest. Fee reductions and waivers shall be uniformly applied among persons who are similarly situated. A public agency may waive a fee of \$5 or less if the fee is less than the cost to the public agency to arrange for payment.

(e) Notwithstanding other provisions of this section to the contrary, the Bureau of Vital Statistics and the library archives in the Department of Education and Early Development may continue to charge the same fees that they were charging on September 25, 1990, for performing record searches, and may increase the fees as necessary to recover agency expenses on the same basis that was used by the agency immediately before September 25, 1990. Notwithstanding other provisions of this section to the contrary, the Department of Commerce, Community, and Economic Development may continue to charge the same fees that the former Department of Commerce and Economic Development was charging on July 1, 1999, for performing record searches for matters related to banking, securities, and corporations, and may increase the fees as necessary to recover agency expenses on the same basis that was used by the former Department of Commerce and Economic Development immediately before July 1, 1999.

Know the Process

Board

Attorney

Superintendent

Duty of Loyalty

Who benefits by having legal review?

The Board The Superintendent



Recommendation 3

Remember: You are building a 3-legged stool



Sometim

This contr
extended
Superinte

Caution 1:

reen: Evergreen Clauses

§ 14.20.130. Employment contracts, AK ST § 14.20.130

West's Alaska Statutes Annotated
Title 14. Education, Libraries, and Museums (Refs & Annos)
Chapter 20. Teachers and School Personnel
Article 2. Employment and Tenure

AS § 14.20.130

§ 14.20.130. Employment contracts

The Nature of a Board



An employer may, after January 1, issue contracts for the following school year to employees regularly qualified in accordance with the regulations of the department. The contract for a superintendent may be for more than one school year but **may not exceed three consecutive school years.**

OR

This Ag
one year
the Sur
decision
on befo
the co

AS § 14.20.130, AK ST § 14.20.130
Current with legislation through November 27, 2019 of the 2019 First Regular Session and 2019 First Special Session of the
31st Legislature.
End of Document
© 2019 Thomson Reuters. No claim to original U.S. Government Works.



Caution 1:

Sometimes Things Can be Too Green: Evergreen Clauses

The Nature of a Board



Caution 2:



The Case for No Cause Dismissal Provisions

What is a No-Cause Dismissal Provision?

The Board and Superintendent agree that the Board may terminate this Contract without cause provided that _____ Board members vote in favor of the discharge without cause. If the Board terminates this Contract without cause, the Superintendent shall have no right to a hearing before the Board and shall only be entitled to compensation equal to _____ (__) months regular salary or the balance of the contract, whichever is less. This amount shall be subject to required withholding and shall be paid within 20 days of notice of discharge without cause unless otherwise agreed in writing between the parties.

Benefits:

Impact of the Superintendent Position
Work, momentum, focus of the District
Resources of the District
The morphing of the Board
The Band-Aid Approach

Remember Recommendation 1: Negotiate

No cause dismissal variables:

- Who decides?

Majority? Super Majority?

- Severance for no-cause?
- When it can be triggered?
- Everything becomes obsolete sooner or later

The Always Option



Beware the Toothpaste Cap Controversy

15. **Contracted Mentorship/Evaluation Facilitation**. The Board and Superintendent desire to provide third party mentorship, monitoring, and evaluation facilitation for the first year of this contract. Toward that end, the Board shall retain the services of a mentor sufficiently qualified to serve as mentor. The mentor shall periodically contact the Superintendent and Board President or designee (both individually and jointly) and, further, be available to the Superintendent and Board President or designee at reasonable times throughout the first year of this contract. In addition, the mentor will facilitate the evaluation for the first year of the contract. The mentor shall present observations, concerns, and suggestions during the first year evaluation process. During the first year evaluation, the Board and Superintendent shall consider whether the contracted mentorship should be continued for an additional period of time.

In the end, it is really about the relationship

The End

