



Kodiak Island Borough School District

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This Agreement made this ___ day of January, 2026, by and between the KODIAK ISLAND BOROUGH SCHOOL DISTRICT, hereinafter referred to as the "District," and Dr. Daniel V. Brigman, hereinafter referred to as "Superintendent" for the assignment of Superintendent of the Kodiak Island Borough School District with administrative offices at Kodiak, Alaska.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter made by and between the parties, the parties agree as follows:

1. **Employment.** The District employs Superintendent. Superintendent hereby accepts employment by the District upon all terms and conditions set forth herein.
2. **Term.** This employment agreement shall become effective as of July 1, 2026, and shall continue in force and effect through June 30, 2029.
3. **Compensation and Benefits.** Superintendent's annual salary is based upon 260 days of service per year. Superintendent's annual salary for fiscal year ~~2026~~²⁰²⁷ shall be \$175,000.00. *DVB*
Superintendent shall not be entitled to overtime pay or additional compensation for any work performed on weekends, holidays, after normal working hours, or in excess of 260 days of service per year. Superintendent shall receive the following additional benefits:
 - a. **Reimbursed Expenses.** Superintendent shall receive per diem compensation for Superintendent's transportation and lodging for District business, according to the policies adopted by the Board or the policies which may hereafter be adopted.
 - b. **Insurance.** The District shall provide health care insurance to Superintendent on the same terms and conditions as is provided to administrative personnel in the Kodiak Administrators Association. The District shall provide Superintendent with

Accidental Death and Dismemberment Insurance while traveling for District business in the amount of \$500,000.00 and shall provide Superintendent with Group Life Insurance in the amount and subject to the same terms and conditions as provided to administrative personnel in the Kodiak Administrators' Association.

- c. **Teachers' Retirement System.** Superintendent authorizes deductions to be made from Superintendent's paychecks for contributions to the Teacher Retirement System (TRS).
- d. **Professional Organizations and Conferences.** The District shall pay Superintendent's reasonable dues for memberships in the Alaska Superintendents Association, and any other organizations mutually agreed to between the parties. The District shall, during the term of this Agreement, provide for Superintendent's attendance at one national education conference associated with the business of the District. Usual and customary District reimbursement of costs for staff development will be provided (travel, conference registration/fees, room and per diem.)
- e. **Sick Leave.** Superintendent shall be entitled to sick leave of one and one-third (1 1/3) days per month, totaling sixteen (16) days per year. Sick leave days may be accumulated without limit. Superintendent may use sick leave days as provided in 4 AAC 15.040 as may be amended from time to time. Sick leave shall have no cash value.
- f. **Annual Leave.** Superintendent shall be entitled to thirty (30) working days paid annual leave during each fiscal year of this Agreement. Five (5) days shall be considered personal days. The remaining twenty-five (25) days shall be taken when school is not in session. Accrued but not used annual leave may not be cashed out by Superintendent at the end of each fiscal year. In addition, Superintendent may carry over not used annual leave but may not accrue more than thirty-five (35) days of annual leave. In the event Superintendent is absent from assigned duties for longer than five (5) workdays, such absence must be approved by the Board President. Superintendent shall ensure adequate administrative coverage at all times when absent for any reason from the District.

- g. **Holidays.** Superintendent shall be entitled to the following seven (7) holidays: Labor Day, Thanksgiving and the following day, Christmas Day, New Year's Day, Memorial Day and Independence Day.
 - h. **Moving Allowance.** The District shall reimburse Superintendent up to \$10,000.00 for moving expenses to Kodiak, upon presentation of receipts to the District's Finance Department. If Superintendent provides notice of termination of this Agreement without cause pursuant to Paragraph 14.b. before July 1, 2027, he will be required to pay back the entire reimbursement amount he received for moving expenses.
 - i. **Communications.** The District shall, during the term of this Agreement, provide Superintendent reimbursement for cell phone and internet service costs of \$2000.00 annually, subject to the same terms as provided to administrative personnel in the Agreement with the Kodiak Administrator's Association.
 - j. **Vehicle Allowance.** The District shall, during the term of this Agreement, pay Superintendent \$2000.00 annually for professional use of a personal vehicle. This allowance shall be paid in accordance with the same terms as provided to administrative personnel in the Agreement with the Kodiak Administrator's Association.
 - k. **Mentoring.** The District shall provide mentoring services to Superintendent as it solely determines to be necessary for Superintendent. The District reserves the right to review and approve any contract for mentoring services, including identification and approval of the mentor.
4. **Duties.** Superintendent is the chief administrative officer of the District and shall be responsible for the efficient, effective, and economical direction of the administration of the school system in conformance with all applicable statutes, rules, regulations and the policies of the Board. Superintendent shall perform such duties as are established by the rules, regulations, policies, and directions of the District, by and through the Board of Education, which may be changed from time to time. Such rules, regulations, policies and directions may either be oral or written.
5. **Superintendent Status.** It is understood and agreed by the parties that Superintendent's position is not tenured and that Superintendent shall acquire no tenured status

as a teacher, administrator or other employee of the District by reason of employment as Superintendent of the District. Further, this Agreement does not provide any right of employment following the expiration of this Agreement. Superintendent hereby expressly waives any right to automatic reemployment as set forth in AS 14.20.145. It is expressly understood that this Agreement replaces any other Agreement for employment issued prior to the date of this Agreement and extinguishes any other rights (contractual, statutory, or otherwise) to employment with the District.

6. **Administrator's Certificate.** This Agreement is conditioned upon Superintendent having and maintaining an Alaska Administrator's Certificate and Superintendent Endorsement. If Superintendent's certificate is revoked, suspended or lapses during the term of this Agreement, this Agreement may be terminated by the District, without liability.

7. **Release.** Superintendent will not be released from this Agreement without the written agreement of the District.

8. **Point of Hire.** Superintendent specifically agrees that the point of hire of this Agreement is Kodiak, Alaska. The District shall not be obligated to provide return transportation for the Superintendent pursuant to the provisions of AS 23.10.380. Superintendent expressly waives any rights set forth in said statute.

9. **Oath of Allegiance.** Superintendent swears to (or affirms) the oath of allegiance as set forth in AS 39.05.045. *"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 the superintendent of schools for the Kodiak Island Borough School District to the best of my ability."*

10. **Limitation of Other Employment.** Other than professional activities granted by Board Policy, Superintendent shall devote his full time to the duties of a superintendent and shall accept no other employment without obtaining the prior written consent of the Board of Education. Superintendent shall accept no additional compensation through the use of any District related grants. Superintendent shall not have any contractual dealings with any affiliate entities without Board approval.

11. **Evaluation Procedure.** Superintendent's performance shall be evaluated annually for the previous school year pursuant to Board policy. Performance standards will be drawn from the District's policy manual and Superintendent's job description contained in the

policy manual as well as other criteria for performance which the Board may adopt. The evaluation shall take place in Executive Session and Superintendent affirmatively waives any right Superintendent may have under AS 44.62.310 to require that the evaluation take place in public session.

12. **Professional Responsibility.** Superintendent shall abide by the Code of Ethics and the Professional Teaching Standards adopted by the Professional Teaching Practices Commission.

13. **Discharge for Cause.** This Agreement may be terminated for cause. Cause shall include, but not be limited to, the grounds set forth in AS 14.20.170. If the Board decides to proceed with termination for cause, Superintendent shall have the right to a written statement of cause and a pretermination conference with the Board in executive session to respond to the statement of cause. Superintendent waives his right to have the pretermination conference in public session. The Board shall provide the statement of cause at least ten (10) days prior to the pretermination conference. The statement of cause shall set forth the time, date, and place of the conference, and shall set forth the grounds for the proposed termination with sufficient specificity to provide Superintendent with a reasonable opportunity to respond. Thereafter, the Board shall vote on the proposed termination for cause in open session. Superintendent shall have the right to be accompanied by legal counsel at the pretermination hearing. Such legal counsel shall be paid for by Superintendent, and the District shall have no liability for any legal costs or fees incurred.

14. **Discharge Without Cause.** This Agreement may also be terminated without cause by either party. In the event either party terminates this Agreement without cause pursuant to this subparagraph, such party shall incur no liability whatsoever.

a. **Termination Without Cause by Board.** If the Board elects to terminate this Agreement without cause, Superintendent shall be entitled to severance pay equal to four (4) months of annual salary, including continuing health insurance and life insurance benefits as provided under this Agreement.

b. **Termination Without Cause by Superintendent.** If Superintendent elects to terminate this Agreement without cause, Superintendent shall be required to give the Board written notice of the election to terminate the Agreement eight (8) months prior to the effective day of termination. In addition, Superintendent

shall assist the Board and District during the notice period to ensure an orderly transition to a new Superintendent or interim Superintendent.

15. **Final Paycheck.** The Board may withhold Superintendent's final paycheck pending submission of summaries, statistics, documents, school property or pending resolution of salary or compensation disputes. Superintendent waives the right to be paid final payment within seventy-two (72) hours of termination as set forth in AS 23.05.140.

16. **Entire Agreement.** This Agreement is the entire agreement between the parties. Any oral agreement between the parties shall be null and void. This Agreement shall be modified only in writing. This Agreement extinguishes any earlier written Agreements or addendums between the parties which earlier Agreements or addendums are null and void as of the effective date of this Agreement.

17. **Nonassignment.** This Agreement shall be nonassignable by either party and shall not be specifically enforced by either party.

18. **Indemnification.** The District agrees to defend, save and hold harmless, and indemnify Superintendent against any tort, professional liability claim or demand or other legal action (including a complaint or investigation undertaken by the Professional Teaching Practices Commission) arising out of any alleged act or omission by Superintendent in performance of the duties set forth in paragraph 4 herein, provided that the act or omission is within the course and scope of his employment. The District will defend, compromise, and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered therein. The District will defend, compromise, or settle any claim in its sole, good faith discretion; provided, however, that with respect to charges filed with the Professional Teaching Practices Commission, if Superintendent objects to the District's proposed settlement of such claim, Superintendent may elect to refuse the proposed settlement and bear the costs of defense accruing from that date forward. The indemnification provided herein shall continue after the employment relationship between Superintendent and the District is terminated or expires as long as the conduct, action or omission complained of occurred during the course of Superintendent's employment with the District. Indemnification is conditioned upon Superintendent informing the District in writing as soon as possible and no later than ten (10) days from the date Superintendent received a written demand, notice summons, or complaint which may give rise to a right to indemnification as expressed herein. This provision shall not provide Superintendent with indemnification, including

reasonable attorney fees, in the case of any dispute with the District or School Board over the terms of this Agreement or termination thereof.

19. **Construction of Agreement.** This Agreement shall be interpreted according to the laws of the State of Alaska and shall not be subject to any rule of construction against the drafter thereof. In the event of any provision of this Agreement is found to be in violation of Alaska law, such provision(s) shall be stricken, but the remainder of the Agreement shall remain in full force and effect.

20. **Binding Effects.** This Agreement is not binding on either Superintendent or the District until it has been signed by Superintendent, approved by the School Board, and signed by at least two members of the School Board.

ACCEPTANCE

I hereby accept the terms, conditions and provisions of this Agreement.

Daniel Van Brigman
Daniel Van Brigman (Feb 4, 2026 13:20:16 CST)

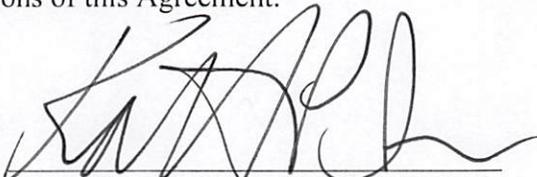
Dr. Daniel V. Brigman, Superintendent

February 4, 2026

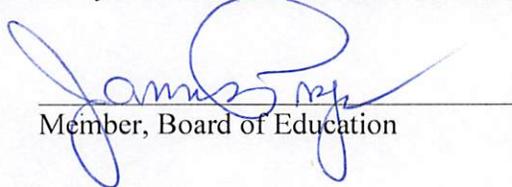
Acceptance Date

ACCEPTANCE

The Kodiak Island Borough School District hereby accepts the terms, conditions, and provisions of this Agreement.


Kerry Irons, President, Board of Education

02/11/2026
Acceptance Date


Member, Board of Education

2/12/2026
Acceptance Date