



SEPARATION AGREEMENT



THIS AGREEMENT is made and entered into this 14 day of December, 2018, KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT (hereinafter “the District”), acting by and through its BOARD OF EDUCATION (hereinafter “the Board”), and ROBERT A. BOYLE (hereinafter “Employee”).

Recitals

- A. Employee is employed as Superintendent of the District under written contract executed by the parties on March 26, 2014, that contract having been most recently extended and modified by written agreement dated September 4, 2018.
- B. Employee has provided notice to the District that he wishes to tender the resignation of his position as Superintendent of the District contemporaneous with the execution of this Agreement.
- C. The District has agreed to accept Employee’s resignation effective on the date identified herein.
- D. The District and the Employee have discussed the terms and conditions of Employee’s resignation and have reached an amicable agreement regarding Employee’s separation from the District. The parties wish to memorialize their agreement and to further define the obligations that the parties have to one another.

NOW, THEREFORE, in recognition of Employee’s service to the District, and in consideration of the mutual understandings, promises, releases contained in this Agreement, and for other good and valuable consideration, the receipt of which is mutually acknowledged, the District and the Employee hereby voluntarily agree as follows:

- 1. Employee agrees to resign his position of Superintendent of the District, and shall submit written notification of his resignation to the Board. Said resignation shall be effective at the close of business on Monday, December 17, 2018.
- 2. The District agrees, upon receipt of Employee’s resignation, to provide Employee with a lump sum payment equal to Sixty-Nine (69) day’s salary at the current per diem rate, less applicable taxes and ordinary payroll withholdings.
- 3. The District further agrees to provide Employee with a lump sum payment equal to the out-of-pocket cost to Employee to continue his health insurance coverage for the period beginning upon the execution of this Agreement through March 31, 2019. Said payment shall not include co-pays or deductible payments incurred by Employee during this time, but shall include the value of the premium payments equal to the coverage now enjoyed by Employee, including currently covered dependents.

4. Payments made hereunder shall be processed forthwith and shall be paid over to Employee within 14 days of the execution of this Agreement.
5. The parties further agree that all accrued benefits accumulated by Employee pursuant to the terms of the March 26, 2014 contract between the parties, in particular, the accumulated leave provision set forth in paragraph 7(e) of said contract. Sais payments shall likewise be processed forthwith.
6. Employee agrees that he will not, at any time, make, directly or indirectly, any oral or written public statements that are disparaging of the District, the Board or any of its present or former members. The District (limited to the Board, its officers and members) agrees that it will not, at any time, make, directly or indirectly, any oral or written public statements that are personally or professionally disparaging of Employee, or of his tenure as Superintendent of the District.
7. General Release and Waiver. In consideration of the obligations exchanged in this Agreement, Employee hereby releases and discharges the District, the Board, and its members from any claim, demand, action, or cause of action, known or unknown, which arose at any time from the beginning of time to the date of execution of this Agreement, and waives all claims relating to, arising out of, or in any way connected with Employee's employment with and separation from the District including, without limitation, any claim, demand, action, cause of action, including money damages and claims for attorneys' fees, except as specifically provided in this Agreement.

Employee understands and agrees that Employee is releasing the District from any and all claims by which Employee is giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by Employee or on Employee's behalf, other than in a proceeding filed by him to enforce this Agreement.

8. Confidentiality. The parties agree that, as a material and essential condition of this Agreement, the fact of and terms and conditions of this Agreement are to remain strictly confidential. The District shall not disclose this Agreement to any person, other than to the District's officers and attorneys, and to employees who have a need to know, or as required by law or lawfully-issued subpoena. Employee shall not disclose this Agreement to any person, other than to his spouse, his financial advisor(s), his attorneys, or as required by law or lawfully-issued subpoena.
9. Entire Agreement. This Agreement sets forth the complete agreement between the parties relating to the subjects herein. Employee acknowledges and agrees that, in executing this Agreement, he does not rely and has not relied upon any representations or statements not set forth herein made by the District with regard to the subject matter, basis, or effect of this Agreement or otherwise. This Agreement supersedes all prior agreements and understandings (including, but not limited to, oral

agreements) between Employee and the District regarding the terms of Employee's employment with the District.

10. Waiver. The failure of either party to enforce any covenants or conditions after breach or default by the one or the other party shall not void the rights of the non-defaulting party to enforce the same, or any other covenants or conditions, on the occasion of any subsequent breach or default.
11. Construction. This Agreement is to be governed by and construed in accordance with the laws of the State of Alaska. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agent prepared the same.
12. Time of the Essence. Time is of the essence of this Agreement as to each and every provision hereof, and failure to comply with this provision shall be a material breach of this Agreement.
13. Severability. The provisions of this agreement are severable, and if a provision is held invalid or unenforceable by a court of competent jurisdiction, such limitation or unenforceability will not affect or impair any of the remaining provisions.
14. Notice. Notice to either party shall be sufficient if hand delivered or if mailed, postage prepaid, to the following addresses:

District: Ketchikan Gateway Borough School District
333 Schoenbar Road
Ketchikan, AK 99901

Employee: Robert A. Boyle
838 Harding
Ketchikan AK 99901

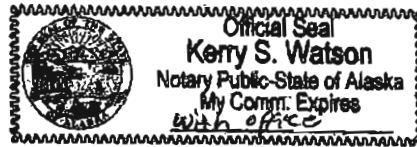
or to such other addresses as may, from time to time, be designated by the respective parties in writing.

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 14th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **DIANE GUBATAYAO** to me known to be the **SECRETARY of the Ketchikan Gateway Borough Board of Education**, who on oath stated that he was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said entity; who acknowledged to me that he signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

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

Kerry S. Watson
Notary Public For Alaska
My Commission Expires: with office

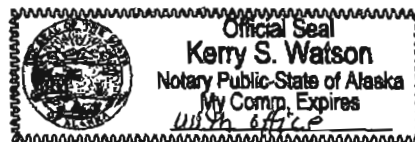


STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 14th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **ROBERT A. BOYLE** to me known, who on oath acknowledged the foregoing document and that he signed the same freely and voluntarily on his own behalf for the uses and purposes therein mentioned.

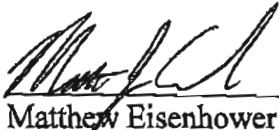
WITNESS my hand and official seal the day and year in the certificate first above written.

Kerry S. Watson
Notary Public For Alaska
My Commission Expires: with office

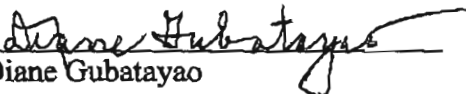


IN WITNESS WHEREOF, the District, by and through two duly authorized members of its Board, and the Employee have executed this agreement, the day and year next below written.

Date: Dec 14, 2018

By: 
Matthew Eisenhower
President, Board of Education

Date: December 14, 2018

By: 
Diane Gubatayao
Secretary, Board of Education

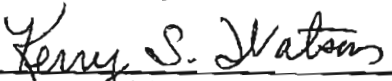
Date: Dec 14 2018


Robert A. Boyle

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 14th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **MATTHEW EISENHOWER** to me known to be the **PRESIDENT of the Ketchikan Gateway Borough Board of Education**, who on oath stated that he was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said entity; who acknowledged to me that he signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

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


Notary Public For Alaska
My Commission Expires: with office

