

**NORTH SLOPE BOROUGH SCHOOL DISTRICT
CHIEF SCHOOL ADMINISTRATOR CONTRACT**

THIS AGREEMENT is made this 14 day of December 2022 by and between **NORTH SLOPE BOROUGH SCHOOL DISTRICT**, ("District") and **Mr. David Vadiveloo**, hereinafter referred to as "Superintendent" or "Chief School Administrator" (unless otherwise noted and for ease of reference, the position shall be referred to as "Superintendent" below) for the assignment to the position of Superintendent of the North Slope Borough School District.

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 the Chief School Administrator as Superintendent and the Chief School Administrator hereby accepts employment by the District upon all terms and conditions set forth herein.

2. Term. This employment Contract shall consist of two terms. The first term shall begin on April 4, 2022, or when the Superintendent is able to report to the Central Office in light of current COVID-19 travel complications, whichever is later, and end on June 30, 2022. The second term shall begin on July 1, 2021 and shall continue in force and effect through the 30th day of June 30, 2025. Upon a satisfactory evaluation pursuant to Paragraph 14, this contract may be renewed for an additional year upon the mutual agreement of the parties.

3. Compensation and Benefits.

a. The Superintendent shall be paid an annual starting (July 1 – June 30) salary of \$175,000 with the agreement that the annual salary will be reviewed and assessed upon completion of an annual evaluation. For purposes of per day calculations only, the contract year is based upon 260 days of service per year. The Superintendent shall not be entitled to overtime pay or additional compensation for any work performed in addition to the days of service noted herein including, but not limited to, weekends, holidays, or outside of normal working hours. Salary shall be paid monthly and shall be subject to regular withholding.

b. The Superintendent shall receive the following additional benefits:

(1) Reimbursed Expenses. The Superintendent shall receive per diem compensation for the Superintendent's transportation and lodging for District business, according to the policies adopted by the Board or the policies which may hereafter be adopted.

(2) **Vehicle**. The Superintendent shall be provided a vehicle in Utqiagvik, Alaska, at no cost, for the Superintendent's use during the term of this Contract. The Superintendent shall be responsible for any and all tax ramifications of this provision.

(3) **Health Care Insurance**. The District shall provide health care to the Superintendent as and to the extent provided to District Administrative staff that is represented by the North Slope Educational Administrators' Association.

(4) **Life Insurance**. The District shall provide life insurance to the Superintendent in an amount that equals 1.5 times the Superintendent's annual salary.

(5) **Professional Organizations**. The District shall pay the actual cost of the Superintendent's dues during the term of this Contract for memberships in ACSA and AASA and one (1) local civic organizations.

(6) **Sick Leave**. The Superintendent, by contract, shall accrue and 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.

(7) **Leave**. The Superintendent shall be entitled to 21 working days of paid vacation during each fiscal year of this Contract. Up to a maximum of 7 days of annual vacation leave may be cashed out per contract year at the rate of \$675.00 per annual leave day. Ten (10) days of unused vacation leave may be carried forward to the next year with a limit of 31 days. The Superintendent shall ensure adequate administrative coverage at all times when he is absent for any reason from the School District.

(8) **Holidays**. The Superintendent shall be entitled to the following holidays: Inuit Day, Labor Day, Thanksgiving and the following day, Christmas Day, New Year's Day, Memorial Day, Juneteenth, and Independence Day. Further, should Christmas Day or New Year's Day fall on a weekend day, the Superintendent may count either the preceding Friday or the following Monday as a holiday.

(9) **Reimbursed Moving Expenses**. The Superintendent shall be reimbursed for up to \$3000.00 of moving expenses within 20 days of submittal of appropriate receipts to the District business office. Receipts must be submitted by December 31, 2022.

4. **Teachers' Retirement System**. The Superintendent authorizes deductions to be made from Superintendent's paychecks for contributions to the Public Employees Retirement System (PERS).

5. Duties and Administrative Organization. The 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. The Superintendent shall organize the District in a manner determined, prudent and with the intent to accomplish the goals of the District consistent with Board Policy (BP) 2110. In addition, the Superintendent shall assign staff as he/she determines most appropriate subject to applicable laws and contract obligations. (BP 2120) The 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. Notwithstanding the above, if the Superintendent does not hold a valid Type B certification from the Alaska Department of Education and Early Development (DEED), the Superintendent shall only be required to do job duties to the extent consistent with State Law and Regulation.

6. Housing. The Superintendent shall reside within the North Slope Borough School District and shall be paid a \$1000 housing stipend per month.

7. Superintendent Status. It is understood and agreed by the parties that the Superintendent's position is not tenured and that the Superintendent shall acquire no tenured status as a teacher, administrator or other employee of the District by reason of his/her employment as Superintendent of the District. Further, this Contract does not provide any right of employment following the expiration of this Contract. The Superintendent hereby expressly waives any right to automatic reemployment as set forth in AS 14.20.145.

8. Release. The Superintendent will not be released from this Contract without the written agreement of the District.

9. Salary Adjustment for Discharge, Dismissal or Resignation. If, for any reason, the services of the Superintendent do not extend to June 30, 2025, no compensation will be made for unused fringe benefits not earned yet set forth in paragraph 3.

10. Point of Hire. Superintendent specifically agrees that the point of hire of this Contract is Utqiagvik, 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.

11. Oath of Allegiance. The Superintendent swears to (or affirms) the oath of allegiance as set forth in AS 39.05.045.

12. Limitation of Other Employment. The Superintendent shall devote his/her 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 subject to speaking and writing activities identified in BP 2122. The Superintendent shall accept no additional compensation through the use of any District related grants. The Superintendent shall not have any contractual dealings with any affiliate entities without Board approval.

13. Superintendent's External Commitments. The Superintendent has declared, and the District has acknowledged, that he occupies the position of Director of two companies that deliver, amongst other services, educational training and leadership coaching. Further, the Superintendent has declared that at the time of executing this contract he is in the process of co-authoring a book on Culturally Safe and Responsive Education and is also in the process of completing a Master of Education. For the avoidance of doubt, the Superintendent has agreed that he will limit any company Director duties to the required minimum. Therefore, and notwithstanding clause 12 above but in accordance with BP 2122, the Board agrees that the Superintendent has permission to undertake these outside professional activities, "provided that the duties of his office receive adequate time and energy and always take precedence over any such outside activities".

14. Intellectual Property rights (IP). The District acknowledges that the Superintendent has been engaged because of specialist expertise in the field, including development of models of educational leadership and educational engagement models and methods of practice ("Pre-Existing Material") created and owned by the Superintendent and/or companies of which he is a Director. The District acknowledges that some of this pre-existing material is captured in writing and in implementation models previously developed by the Superintendent. To the extent that the District wishes to utilise the skills of the Superintendent, which will include this pre-existing material, the District acknowledges pre-existing IP in the materials brought to the position by the Superintendent. In recognizing this pre-existing material the District further agrees that any IP in new materials produced by the Superintendent during his employment, where that IP is materially based upon or derived from pre-existing IP and only to the extent such new materials ("the New Materials") do not include any pre-existing IP or confidential information of the District, will remain the property of the Superintendent. For the avoidance of doubt, in the event that ownership of pre-existing materials or the new materials are deemed vested in the District at law, the District, for good and valuable consideration receipt and adequacy of which is acknowledged, assigns all its right title and interest in the pre-existing or new materials to the Superintendent, such assignment to exclude any pre-existing IP or confidential information of the District.

15. Evaluation Procedure. The Superintendent's performance shall be evaluated at least once annually pursuant to BP 2123. Performance standards will be drawn from the District's policy manual and the Superintendent's job description contained in the policy manual as well as other criteria for performance which the Board may adopt. The Superintendent understands that the

Board may choose to go into executive session with regard to her/his evaluation and waives the right to require a public discussion of the evaluation. The Superintendent shall schedule the evaluation for June for the first year of the Contract unless the Board schedules the evaluation after six months of employment. In the last year of the contract the Superintendent shall schedule the evaluation in January.

16. Professional Responsibility. The Superintendent shall abide by the Code of Ethics and the Professional Teaching Standards adopted by the Professional Teaching Practices Commission. The Superintendent agrees that the Code of Ethics and Professional Teaching Standards of the Professional Teaching Practices Commission are incorporated into this Contract as though fully set out herein.

17. Discharge for Cause. This Contract may be terminated for cause. Cause shall include, but not be limited to, the grounds set forth in AS 14.20.170 as well as an objectively reasonable loss of trust in the Superintendent by the Board based on the Superintendent's improper actions as set forth in *Kilmer v Dillingham City School District*, 932 P.2d 757 (Alaska 1997). The Superintendent hereby expressly waives any rights as set forth in AS 14.20.170 and AS 14.20.180. If the Board decides to proceed with termination for cause, the 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. The Superintendent waives any right to have the pretermination conference in public session. The Board shall provide the statement of cause at least 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 the Superintendent a reasonable opportunity to respond. Thereafter, the Board shall vote on the proposed termination for cause in open session. The Superintendent shall have the right to be accompanied by legal counsel at the pretermination hearing. Such legal counsel shall be paid for by the Superintendent and the District shall have no liability for any legal costs or fees incurred.

18. Discharge Without Cause. The Board and Superintendent are committed to the success of this contract. The Board and Superintendent also recognize that, for example, differences in leadership style or community interests as well as the changing composition of a board over time can lead to an unworkable relationship. In order to address this, the Board and Superintendent agree that the Board may terminate this Contract without cause provided that at least five (5) of the seven (7) 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 a payment of \$30,000 or the balance of the contract, whichever is less. This amount shall be subject to required withholding (but not PERS) and shall be paid within 10 days of notice of discharge without cause unless otherwise agreed in writing between the parties. The Board and Superintendent shall discuss this provision as part of the Superintendent's

evaluation and may, if both parties agree in writing, increase the compensation to be paid the Superintendent for discharge without cause in subsequent years of this contract.

19. Mitigation of Damages. In the event the Superintendent is discharged the Superintendent agrees to utilize the utmost effort and good faith to pursue the Superintendent's career either as a Superintendent or principal or teacher or as a consultant in the education field.

20. Final Paycheck. The Board may withhold the Superintendent's final paycheck pending submission of summaries, statistics, documents, school property or pending resolution of salary or compensation disputes. The Superintendent waives the right to be paid final payment within three working days of termination as set forth in AS 23.05.140.

21. 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.

22. Nonassignment. This Contract shall be nonassignable by either party and shall not be specifically enforced by either party.

23. Indemnification. The District agrees to defend, save and hold harmless, and indemnify the Superintendent against any tort, professional liability claim or demand or other legal action (including a complaint or investigation undertaken by the P.T.P.C.) arising out of any alleged act or omission by the Superintendent in performance of the duties set forth in paragraph 5 herein, provided that the act or omission is within the course and scope of the Superintendent's 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 the 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 the Superintendent and the District is terminated or expires as long as the conduct, action or omission complained of occurred during the course of the Superintendent's employment with the District. Indemnification is conditioned upon the Superintendent informing the District in writing as soon as possible and no later than ten (10) days from the date the Superintendent received an oral or written demand, notice, summons, or complaint which may give rise to a right to indemnification as expressed herein. This provision shall not provide the Superintendent with indemnification, including reasonable attorney fees, in the case of any dispute with the District or School Board over the terms of this Contract or termination thereof.

24. **Construction of Agreement.** This Contract 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 any provision of this Contract is found to be in violation of Alaska law, such provision(s) shall be stricken, but the remainder of the Contract shall remain in full force and effect.

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

ACCEPTANCE

I hereby accept this offer of position and the conditions contained herein.

David Vadiveloo, CSA/Superintendent

DATED: _____

ACCEPTANCE

The above Contract is hereby accepted on behalf of the District.

Nancy Rock, President, Board of Education

DATED: _____

Member, Board of Education

DATED: _____