

Name:

Contract Class: Classified Exempt  
Plant Manager

Annual Salary:

Range & Step:

Employee/ID:

Days: 260

**NORTH SLOPE BOROUGH SCHOOL DISTRICT  
CLASSIFIED EXEMPT PLANT MANAGER  
CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ by and between the NORTH SLOPE BOROUGH SCHOOL DISTRICT, (the "District"), and \_\_\_\_\_ (the "Employee") for the assignment to the position of \_\_\_\_\_ of the District.

In consideration of the mutual covenants and agreements made by and between the parties, the parties agree as follows:

1. Employment. The District employs the Employee, the Employee hereby accepts employment by the District upon all terms, and conditions set forth herein.

2. Term. The employment agreement shall become effective as of **July 1, 2024**, and shall continue in force until **June 30, 2025** unless otherwise terminated as provided herein.

3. Compensation and Benefits.

A. The Employee shall receive an annual salary of \$\_\_\_\_\_ to be paid in accordance with District policies and procedures, based upon **260** days of service per year.

B. The days of service set out above is for general scheduling and daily rate calculation purposes only. The Employee shall not be entitled to overtime pay or additional compensation for any work performed on weekends, holidays, or after normal working hours.

C. The Employee shall receive the following additional benefits:

(1) Reimbursed Expenses. The Employee shall receive per diem or reimbursement of actual expenses for the Employee's meals, transportation and lodging associated with travel for District business, according to the policies adopted by the Board or the policies which may hereafter be adopted.

(2) Vehicle. The District will provide the Employee access to a vehicle in \_\_\_\_\_ at no cost for business and limited incidental use during the term of this Contract as and to the extent set out in the Classified Administrator Employee Handbook. The Employee shall be responsible for any and all tax ramifications of this provision.

(3) Insurance. The District shall offer health care and life insurance to the Employee as provided in the Classified Administrator Employee Handbook as may be amended by the District from time to time

(4) Leave. The Employee shall accrue sick and annual leave and the leave accrual, usage and value of leave, shall be as set out in the Classified Administrative Employee Handbook as may be amended by the District from time to time.

(5) Holidays. Holidays recognized by the District are: Labor Day, Thanksgiving and the following day, Christmas Day, New Year's Day, Memorial Day, Independence Day, and Inuit Day.

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(6) Unanticipated Work/Service Recognition. The Employee and District agree that the Employee is exempt under the Fair Labor Standards Act and is not entitled to overtime. Notwithstanding this, the District recognizes the unique job responsibilities of the Employee including the variability of hours resulting from physical plant emergencies, weather, and other contingencies. Therefore, the District and the Employee agree that the District may provide on an intermittent, non-regular, and non-recurring basis service recognition in the form of release from work or other benefit PROVIDED that the terms of any such service recognition or benefit shall be as directed by the Superintendent. Approvals to receive such recognition or benefit shall be signed by the Superintendent or designee and properly recorded and submitted to payroll for processing. Further, the District and Employee agrees that the provision of any service recognition pursuant to this provision does not create any right or expectation for subsequent service recognition.

(7) Moving Expenses. The District shall reimburse Employee for up to \$ \_\_\_\_\_ for relocation expenses to Utqiagvik upon initial employment. Reimbursement is conditioned on submission of receipts which must be submitted to the Business Office within 60 calendar days of the commencement of employment. In addition, the District will provide a one-time non-recurring reimbursement of the Employee's airfare to Utqiagvik at the beginning of employment.

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

5. Duties. The Employee shall be responsible for all job duties of the \_\_\_\_\_ as set out in the job description in conformance with all applicable statutes, rules, regulations and the policies of the Board, as directed by the Superintendent. The Employee shall perform such duties as are established by the rules, regulations, and policies of the District, and the directions of the Superintendent or designee, by and through the Board of Education, which may be changed, either orally or in writing.

6. Drug and Alcohol Policy. The Employee shall comply with any applicable Drug and/or Alcohol Policy that is or may be adopted by the District.

7. Exclusivity. The Employee shall devote Employee's entire professional time, attention and energies to the business of the District during the term of this Contract. Unless agreed in writing by the Superintendent, the Employee shall not be engaged in any other business activity whether or not such business activity is pursued for gain, profit or other pecuniary advantage which interferes or is likely to interfere with performance of Employee's duties set out herein.

8. Housing. If housing is needed, the Employee shall reside during the term of this Contract in District-provided housing. Housing shall be provided as set out in the Classified Administrator Employee Handbook as may be amended by the District from time to time. The Employee authorizes any amount due from the Employee arising from the Employee's use or possession of the premises, including rent, utilities, or any damage, to be deducted from any amounts due the Employee, including, but not limited to, salary.

9. Employee Status. This Contract does not entitle the employee to employment beyond the term of this Contract. It is expressly understood that this Contract replaces any other contract for employment issued prior to the date of this Contract. Further, this Contract shall supersede any provision of the Classified Administrative Employee Handbook or policy or regulation that is inconsistent with this Contract.

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10. Release and Liquidated Damages. The Employee will not be released from this Contract without the written agreement of the Superintendent. If the Employee resigns, or otherwise terminates this contract without the written consent of the District, the Employee shall be liable for four (4) days pay, at the contracted daily rate, as liquidated damages. The Employee authorizes the District to deduct the liquidated damages from any compensation then or thereafter due the Employee including, but not limited to, salary and wages.

11. Salary Adjustment for Discharge, Dismissal or Resignation. If, for any reason, the services of the Employee do not extend to **June 30, 2025**, no compensation will be made for unused fringe benefits not yet earned.

12. Point of Hire. Employee specifically agrees that the point of hire of this Contract is \_\_\_\_\_.

13. No additional compensation. The Employee shall accept no compensation through the use of any District-related grants. The Employee shall not have any contractual dealings with any affiliate entities without Superintendent approval.

14. Evaluation Procedure. The Employee's performance shall be evaluated at least once annually. Performance standards will be drawn from the District's policy manual and the Employee's job description as well as other criteria for performance.

15. Discharge for Cause. This Contract may be terminated for cause as defined by Alaska law.

16. Termination for convenience. The District (through the Superintendent), may terminate this contract for any reason by providing sixty (60) days prior written notice

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

18. 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.

19. Non-assignment. This Contract shall be non-assignable by either party and shall not be specifically enforced by either party.

20. Indemnification. The District shall insure or indemnify and protect the Employee against financial loss and expense, including reasonable legal fees and costs arising out of any claim, demand, suit, or judgment by reason of alleged negligence, alleged violation of civil rights, or alleged wrongful act resulting in death or bodily injury to any person or accidental damage to or destruction of property, inside or outside the school premises, if the Employee at the time of the occurrence, was acting under the direction of the District within the course or scope of the duties of the Employee. This provision shall not provide the Employee 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.

21. Construction of Agreement. This Contract shall be interpreted according to the laws of the State of

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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.

22. Binding Effects. This Contract is not binding on either the Employee or the District until this contract has been signed by the Employee and the Superintendent.

23. Acceptance. This Contract must be signed and returned to Human Resource with two (2) days of receipt. If it is not, this contract offer shall have no force or effect and shall be null and void.

24. Additional Terms and Conditions. This Contract shall be subject to NSBSD Board policies.

I hereby accept this contract and the conditions contained herein:

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

This contract is hereby approved and accepted on behalf of the District:

\_\_\_\_\_  
BOARD PRESIDENT SIGNATURE

DATE

\_\_\_\_\_  
BOARD MEMBER SIGNATURE

DATE

\_\_\_\_\_  
SUPERINTENDENT SIGNATURE

DATE