

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

This agreement made this 14<sup>th</sup> 12<sup>th</sup> day of March 2018 2019, between the Board of the Cordova City School District (hereinafter "Board") and Alex Russin (hereinafter "Superintendent"). WITNESSETH:

- Board agrees to employ Superintendent as the chief school administrator of the Cordova City School District for a term commencing July 1, 2018 2019 and ending June 30, 2021 2022. The annual salary paid to the Superintendent shall be \$115,000 for not less than two hundred sixty (260) days of work, excluding Saturdays and Sundays and including seven (7) paid school holidays and annual leave days as provided under paragraph 4. The Superintendent shall be entitled to compensation at the current per diem rate for up to five (5) weekend days of work at the request or direction of the Board. Five (5) weekend days shall be in addition to the contracted two hundred sixty (260) days of work.
- 2. Superintendent's salary shall be paid in approximately equal monthly installments. Superintendent consents to the deduction from salary payments of contributions to the Teachers Retirement System and any other deductions required by law.
- 3. Superintendent shall be entitled to accrue and use sick leave as provided under 4 AAC 5.040.
- 4. Superintendent shall be entitled to thirty (30) days of annual leave each contract year which shall accrue at the rate of two and a half (2.5) days per month. Superintendent may not carry over unused annual leave from one contract year to the next except by the prior approval of the Board. However, Superintendent may elect to receive compensation at the current per diem rate for up to twenty (20) days of unused annual leave at the end of each contract year. Notwithstanding the provisions of paragraph 1 or of this paragraph, Superintendent may accrue additional days of annual leave per contract year as compensatory leave for Saturdays and Sundays worked while on travel status on official District business. Such compensatory leave shall accrue on a day-for-day basis not to exceed ten (10) days per year. The per diem rate for compensating Superintendent for unused annual leave shall be calculated by dividing Superintendent's current annual salary by two hundred sixty (260). Superintendent shall be entitled to three (3) days of personal leave each contract year and may elect to receive compensation at the current per diem rate for any unused personal leave each contract year.
- 5. Board agrees to provide, for no premium charge, health insurance coverage for Superintendent and Superintendent's spouse and eligible child dependents, as well as life insurance coverage for the Superintendent, at the same level and cost as all other certificated employees, effective March 1, 2016.
- 6. Superintendent shall administer the District in accordance with policies of Board as prescribed by policy, written directive or otherwise and shall faithfully perform all duties either specifically required by Board or customarily performed by and Alaska school superintendent. Superintendent shall advise and make recommendations to Board on all matters upon which by Alaska law, Board must act or that otherwise come before Board for Action. Superintendent shall select, appoint, and otherwise control all District employees serving under Superintendent subject to the approval of the Board.
- 7. Superintendent is obligated to abide by the Code of Ethics and Professional Teaching Standards adopted by the Professional Teaching Practices Commission pursuant to AS 14.20.370 et seq.

- 8. Superintendent hereby takes the following oath: 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 Superintendent of the Cordova City School District to the best of my ability.
- 9. Superintendent agrees to have a comprehensive annual medical examination and to prove to Board a statement certifying the physical competency of Superintendent. The cost of one examination and certification annually, up to a maximum of \$300, shall be borne by the Board, less any amount paid under the health insurance policy.
- 10. This contract may be terminated without liability to Board
  - a. For Superintendent's failure to discharge Superintendent's duties through intentional or unintentional neglect of duty, incompetence, or through incapacity or disability;
  - b. For Superintendent's commission of an act constituting a crime involving moral turpitude under Alaska law;
  - c. For Superintendent's substantial noncompliance with the education laws or regulations of the State of Alaska, policies or administrative regulations of the District, or written or recorded directives of Board;
  - d. For Superintendent's breach of any material term, condition, or requirement of this contract;
  - e. For Superintendent's failure to obtain or maintain a valid Type B Administrative Certificate issued by the Alaska Department of Education and Early Development authorizing Superintendent to perform all duties of an Alaska chief school administrator; or
  - f. For the objectively reasonable loss of trust in Superintendent by the Board based upon the Superintendent's improper actions.
- 11. Prior to action to terminate this contract for cause, Board shall provide Superintendent with a written statement of the cause. Superintendent shall be afforded the opportunity to have a pre-termination hearing before Board upon no less than fourteen (14) days prior notice. At such hearing, Superintendent shall have the right to be represented by counsel.
- 12. This contract may be terminated by mutual consent of both parties upon thirty (30) days written notice by either party with the written assent of the other party. Should Superintendent leave the position without securing the written assent of the Board, Superintendent's certificate may be subject to revocation for breach of contract.
- 13. Board shall perform a formal evaluation of Superintendent at least once during each contract year. Prior to adoption of the format for the evaluation, Superintendent shall have the opportunity to comment to Board regarding the evaluation format. With a positive evaluation, the terms and conditions of this contract may be renegotiated.
- 14. Superintendent shall be reimbursed for reasonable transportation expenses and shall receive the same travel per diem that is paid to certificated employees while Superintendent is on travel status engaged in necessary District business pursuant to policies adopted by Board. Superintendent may attend professional or other meetings at District expense, within budgetary limitations, and within the Superintendent's spending authority, and with Board approval.

- 15. Board shall pay Superintendent's annual dues to the Alaska Council of School Administrators, the Alaska Association of School Administrators, the Association for Supervision and Curriculum Development, and the American Association of School Administrators.
- 16. Board agrees to insure or indemnify and protect Superintendent as provided under AS 14.12.1 15.
- 17. To be effective, this contract must be executed by Superintendent and two (2) Board members and approved by Board in a properly convened Board meeting. From its effective date, this contract cancels, supersedes, and replaces any pre-existing agreements between the parties. This document contains the entire agreement between the parties. There are no representations, warranties, or agreements between the parties that are not set forth herein. This contract may be amended only by and in writing that is executed by Superintendent and two (2) Board members and approved by Board in a properly convened Board meeting.

IN WITNESS WHEREOF the parties have executed this agreement the day, month, and year first above written.

Board President, Barb Jewell

Superintendent, Alex Russin

Board Vice President, Tammy Altermott