

MEMORANDUM SRS-442

TO: School Board
FROM: Office of the Superintendent
DATE: February 19, 2008
RE: Superintendent Contract

Recommended Action: Motion to approve Superintendent Contract.

**SOUTHWEST REGION SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT this 25th day of May, 2005 by and between SOUTHWEST REGION SCHOOL DISTRICT, hereinafter referred to as the "District", and JACK G. FOSTER, hereinafter referred to as "Superintendent" for the assignment to the position of Superintendent of the Southwest Region School District with central offices at Dillingham, Alaska.

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 Superintendent and the Superintendent 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, 2005 and shall continue in force and effect through the 30th day of June, 2008.

3. **Compensation and Benefits.**

a. The Superintendent's annual salary is based upon 260 days of service per year. The Superintendent's annual salary shall be \$103,000, provided, however, that the parties may negotiate to increase Superintendent's salary following Superintendent's evaluations in the first and second years of the contract. If the parties do not reach agreement on an increased salary figure, Superintendent's salary shall remain \$103,000.

The 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.

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

(8) **Housing.** The Superintendent shall reside in District housing for the term of this agreement or until this agreement is terminated. Housing, home heat, and electricity shall be provided at no cost to Superintendent. Superintendent shall pay for other housing utilities and services.

(9) **Other insurance.** The District shall provide Superintendent a term life policy and travel insurance consistent with those benefits provided to other Administrators pursuant to the collective bargaining agreement between the district and the Southwest Region Administrative Association.

4. **Duties.** 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 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 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 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. It is expressly understood that this Contract replaces any other contract for employment issued prior to the date of this Contract and extinguishes any other rights (contractual, statutory, or otherwise) to employment with the District.

6. **Administrator's Certificate.** This Contract is conditioned upon the Superintendent having and maintaining of his Alaska Administrator's Certificate with Superintendent's endorsement. If Superintendent's certificate or endorsement is revoked,

the District (not including transportation or other incidental expenses). Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The Board shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his duties and such report shall be confidential. This Contract may be terminated without penalty to the District should the Superintendent fail to obtain a valid medical certificate within thirty (30) days of receiving a written request to do so.

14. **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 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 his 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.

15. **Discharge Without Cause.** The Board may terminate this Contract without cause upon giving the Superintendent 10 days written notice, and by making a severance payment to the Superintendent equal to three (3) months salary or the balance of the salary due under the Contract, whichever is less.


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.

20. **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.

21. **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.



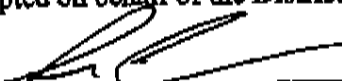
Superintendent

5-18-05

Acceptance Date

ACCEPTANCE

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



President, Board of Education



Secretary, Board of Education