

WISCONSIN ASSOCIATION OF SCHOOL DISTRICT ADMINISTRATORS

SAMPLE EMPLOYMENT CONTRACT FOR ADMINISTRATIVE PERSONNEL

IT IS HEREBY AGREED by and between the school board of the (hereinafter designated as the "board") and (name of employee) (hereinafter designated as the "administrator"), that the board does hereby employ the administrator in the position of _____.

This contract covers a period beginning on (date) and ending on _____. (1)

This contract shall be for an automatic and continuous term of 2 years, beginning to run on July 1, _____, and ending 2 years from the date the School Board votes to stop the contract from continuing on such automatic and continuous basis. Each July 1st, beginning with July 1st, _____, shall be designated as an anniversary date of the contract. Salary and benefits shall be determined as of the anniversary date of the contract, but salary and benefits after each anniversary date shall not be less than the salary and benefits for the period preceding the anniversary date. The School Board may, on or after the first anniversary date of the contract, vote to stop the contract from running on an automatic and continuous basis.

RESPONSIBILITIES

The administrator agrees to perform at a professional level of competence the services, duties, and obligations required by the laws of the State of Wisconsin and the rules, regulations, and policies of the board which are now existing or which may be hereinafter enacted by the board. The board agrees to furnish the administrator with a written copy of all such rules, regulations, and policies now in effect or becoming effective during the term of this contract.

In case of direct conflict between any rules, regulations, or policies of the board and any specific provision of this contract, the contract shall control.

The administrator agrees to devote full time to the duties and responsibilities normally expected of the administrator's position during the term of this contract, and shall not engage in any pursuit which interferes with the proper discharge of such duties and responsibilities.

The administrator agrees to participate in professional conferences and college level courses for the purpose of improving and stimulating the administrator's professional growth. Necessary expenses will be paid for these meetings.

The board will provide the administrator with a written job description of the administrator's services, duties, and obligations.

SALARY

In consideration for the services rendered, the board will pay to the administrator a salary of \$_____ for the first year of this contract in accordance with the appropriate salary policies adopted by the board. The annual salary for the second year of employment will be the amount, whether presently existing or hereafter adopted by the board, determined under the salary policies of the board with respect to this position. The salary for the second year will not be less than the salary for the first year. The salary will be paid (on a stated basis), less deductions required by federal and state law or authorized deductions as permitted by board policy.

INDIRECT COMPENSATION

- (a) The administrator is entitled to ____ sick days annually cumulative to a total of ____ days.
- (b) The board will provide a long-term disability income policy beginning on the ____ day of disability and providing a monthly benefit equal to _____ percent (____) of the administrator's monthly salary. The benefits under the long-term disability insurance will be a minimum of _____ years for illness and accident to age ____, with a maximum covered salary of \$_____ (or ____ percent of the administrator's salary at the time the disability occurs.)
- (c) The administrator is entitled to ____ (*weeks/days*) of vacation each school year (July 1 through June 30).
- (d) The administrator is entitled to time off on the following holidays: Thanksgiving and the day after, Christmas Eve day, Christmas Day, New Year's Eve day and New Year's Day, Good Friday, Memorial Day, July 4, and Labor Day.
- (e) Authorized use of the administrator's personal car in the administrator's work in the district will be reimbursed at the annual IRS rate.
- (f) The board will pay the premium for a policy of single or dependent coverage for hospital-surgical and major medical insurance selected by the board.
- (g) The board will pay the administrator's required deposit to the Wisconsin Retirement Fund.
- (h) The board will pay the premium for a policy of term life equal to 2X annual salary.
- (i) The board will pay for a physical examination of the administrator by a physician (chosen by the administrator/mutually acceptable to the board and the administrator). The administrator or his/her physician will submit a medical report or statement prior to payment under this paragraph.
- (j) The board will pay the premium for a policy of single or dependent coverage for dental insurance selected by the board.
- (k) The board will pay the required annual dues for the Wisconsin Association of School District Administrators and the American Association of School Administrators.

(1) The board will pay (other benefits described here) (2)

TERMINATION BY MUTUAL CONSENT

Upon mutual written agreement by the board and the administrator, this contract and the employment of the administrator may be terminated without penalty or prejudice against either the board or the administrator. In this event, the board will pay the administrator all remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.

LIQUIDATED DAMAGES

IT IS FURTHER AGREED by the parties hereto that, in the event the administrator breaches this contract by termination of services during the term hereof, the sum of \$_____ is determined to be the reasonable liquidated damages which the parties, looking forward, reasonably anticipate will follow from such a breach and the board may, at its option, demand and recover from the administrator such amount of liquidated damages.

PERFORMANCE EVALUATION

The board will provide the administrator with a written performance evaluation at least once each school year.

CONTRACT TERMINATION

The board may terminate this contract and discharge the administrator from employment for just cause provided that the administrator has received prior notice in writing from the board of its intent and the alleged reason or reasons for such discharge. Upon written request, a hearing shall be conducted with full regard for due process.

CONTRACT RENEWAL OR NONRENEWAL

Renewal or nonrenewal of this contract will be governed by Sec. 118.24, Wis. Stat. (3)

INVALID PROVISIONS

If any article or part of this contract is held to be invalid by operation of law or by any tribunal of competent jurisdiction, of, if compliance with or enforcement of any part should be restrained by any tribunal, the remainder of the contract will not be affected thereby.

SPECIAL PROVISIONS

Dated this _____ day of _____ 19____.

President of the Board

Administrator

Clerk of the Board

School Board

Wisconsin

Action by the school board in adopting this contract is recorded in the board minutes of _____ *date*.

(1) Section 118.24 (1) Wis. Stat. States: "A school board may employ a school district administrator, a business manager, and school principals and assistants to such person. The term of each employment contract may not exceed 2 years, A contract for a term of 2 years may provide for one or more extensions of one year each." And,

"118.24 (8) Personnel administrators and supervisors, curriculum administrators, and assistants to such administrative personnel, when employed by the school board of any school district to perform administrative duties only, may be employed for a term that does not exceed 2 years. A contract for a term of 2 years may provide for one or more extensions of one year each."

(2) Examples of other benefits are vision insurance, prescriptions, tax sheltered annuities, deferred compensation plans, bereavement/funeral leaves, emergency business leaves, "bumping" rights, free admission to school events, family illness leave, school-provided car, etc.

(3) The following alternate language may be inserted here to provide for just cause in the event of the contract not being renewed:

"Renewal or nonrenewal of this contract shall be governed by Sec. 118.24, Wis. Stat. The board may refuse to renew this contract for just cause provided that the administrator has received prior notice in writing from the board of its intent and the alleged reason or reasons for considering such nonrenewal."