

**SCHOOL DISTRICT OF NAME  
ADMINISTRATOR CONTRACT  
2019 – 2021**

**IT IS HEREBY AGREED** by and between the Board of Education of the School District of Name (hereinafter designated as the “Board”) and PRINCIPAL’S NAME (hereinafter designated as the “Administrator”), that the Board does hereby employ the Administrator in the position of Elementary/Middle/High School Principal. Both parties accept employment upon the terms and conditions hereinafter set forth. This Contract supersedes any and all agreements which may exist between the Administrator and the Board.

**1. TERM**

This Contract term shall cover a period of July 1, 2019, through June 30, 2021, but unless either party notifies the other in writing on or before February 1, 2020, of its intent not to do so, the term of this Contract shall extend for one additional year beyond the initial two-year term and shall continue to do so each February 1<sup>st</sup> thereafter unless either party provides written notice to the contrary by that date. For example, if notice is not given by February 1, 2020, the Contract will extend to the period July 1, 2021, through June 30, 2022. Thereafter, if notice is not given by February 1, 2021, the Contract will extend to the period July 1, 2022, through June 30, 2023. The contract year shall be July 1 through June 30, and any pro-rations applicable to this Contract shall be determined on the basis of 260 working days.

**2. RESPONSIBILITIES**

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, employee handbook and policies of the Board which are now existing or which may be hereinafter enacted by the Board. The Board agrees to furnish Administrator with a written copy of all such rules, regulations, employee handbook and policies now in effect or becoming effective during the term of this Contract.

In case of direct conflict between any rules, regulations, employee handbook or policy of the Board and any specific provision of this Contract, the Contract shall control.

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.

Notwithstanding the foregoing, Administrator may undertake speaking engagements, lectures, or other consulting as long as such activities do not interfere or limit in any way Administrator’s performance and the execution of duties owed to the District under this Contract or by law.

Administrator agrees to participate in professional meetings and college level courses for the

purpose of improving and stimulating the Administrator's professional growth. Participation shall be in accordance with Board rules, policies, and statutory requirements. Reasonable and necessary expenses will be paid for these meetings and courses as provided herein or by Board policy.

The Board shall provide Administrator with a written job description of the Administrator's services, duties, and obligations while serving as Elementary/Middle/High School Principal.

As a material provision of this Contract, Administrator represents that s/he holds a valid license, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit Administrator to perform such duties as may be assigned under this Contract.

### **3. SALARY**

In consideration for the services rendered, the Board will pay Administrator a salary of \_\_\_\_\_ for the first year of the Term in accordance with the appropriate salary policies adopted by the Board, less deductions by federal and state law or authorized deductions as permitted by Board policy. The annual salary shall be prorated in the event Administrator does not perform services for the full 260 work days during any year of the Term. The annual salary shall be payable monthly (12 payments per year) OR bi-weekly (26 payments per year).

Administrator's salary may be reviewed and increased on an annual basis during the term of this Contract. In no year shall the salary be less than the salary in the previous year. Any adjustment in salary made during the life of this Contract shall be deemed an amendment to this Contract.

### **4. INDIRECT COMPENSATION**

In addition to the salary set forth above, Administrator will receive the following benefits during the Term:

- a. **Health Insurance.** Administrator shall receive and be covered under a single or family health insurance plan with \_\_\_\_\_% of the premiums paid by the District.
- b. **Dental Insurance.** Administrator shall receive and be covered under a single or family dental insurance plan with \_\_\_\_\_% of the premiums paid by the District.
- c. **Life Insurance.** Administrator shall receive and be covered under a term life insurance policy with a benefit in the amount of \_\_\_\_\_times the Administrator's annual salary.
- d. **Prescription Drug Program.** Administrator shall receive and be covered under a prescription drug program. Administrator pays \$ -generic, \$ -formulary, % non-formulary.
- e. **Long Term Disability.** Administrator shall receive and be covered under a long term disability insurance policy which includes Board-paid % of salary after a -day qualifying period.

- f. **Optical Care.** Administrator shall receive and be covered under a single or family optical care insurance plan with % of the premiums paid by the District.
- g. **Sick Leave.** Administrator shall be credited for thirty (30) days of sick leave upon commencement of the Term. Thereafter, Administrator shall be credited with 12 days of sick leave per school year. Unused sick leave may be carried over and accumulated to a total of \_\_\_\_\_ days. Upon termination of this Contract for any reason, Administrator shall be paid for all accrued but unused sick leave at his/her current per diem.
- h. **Paid Holidays.** Administrator shall receive paid time off for New Year's Day, Martin Luther King, Jr. Day, the Friday preceding Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, the last normal working day before Christmas, Christmas Day, and the last normal working day before New Year's Day, provided that school is not in session on any of the days listed.
- i. **Bereavement Leave.** Administrator shall be entitled to five (5) days of paid leave necessitated by the death of the Administrator's spouse, child, parent (including in laws), brother, sister and grandparent. Administrator shall be entitled to three (3) days of paid leave to attend the funeral of an aunt, uncle, niece or nephew. Bereavement leave must be used during the school year for which it is granted and shall be lost after the end of the school year if not used.
- j. **Personal and Emergency Leave.** Administrator shall be entitled to three (3) paid personal days per school year, to be used for any reason at the discretion of Administrator with the approval of the District Administrator. Administrator shall also be entitled to two (2) paid emergency days per school year, to be used only in case of emergency or for purposes of taking care of matters of an urgent nature. Personal and emergency leave must be used during the school year for which it is granted and shall be lost after the end of the school year if not used.
- k. **Vacation Days.** Administrator shall be entitled to twenty (20) days of paid vacation during the first full year of the Term, and shall receive one (1) additional paid vacation day each year afterwards unless otherwise agreed to by the parties. The maximum number of paid vacation days Administrator may use in one year shall be no more than thirty (30) days. Vacation days shall be used during the school year for which they are granted, or within sixty (60) days following the expiration of the year in which they are granted. Any vacation days which are accrued, unused, and unexpired shall be paid to Administrator at his/her current per diem upon termination of this Contract for any reason.
- l. **WRS.** The Board shall make contributions to the Wisconsin Retirement System for the Administrator as provided for in Wisconsin Statute § 66.0518.
- m. **Professional Development.**
  - 1) Administrator shall be reimbursed for the cost of continuing education, workshops, and local or state conferences.

- 2) In addition, with the prior approval of the District Administrator, the Board shall pay for: a) professional coaching; and b) Administrator's attendance at one (1) national convention every other school year.

The Board will pay for Administrator's reasonable expenses incurred in connection with all such professional development.

- n. **Continuing Education.** Upon receipt of an official transcript for obtaining college-level credits or certification, the Board shall reimburse Administrator the costs of said credits or certification and related reasonable and necessary expenses, subject to prior approval of the credits or certification by the District Administrator.
- o. **Memberships.** The Board will pay for Administrator's membership in AWSA and in any other national, state, and/or local associations or organizations related to education, the Administrator's professional development, or which otherwise benefit the District.
- p. **Errors and Omissions Coverage.** Administrator shall receive and be covered under an insurance policy for professional errors and omissions with a coverage limit in the amount of at least \$2,000,000.
- q. **New Employee Physical.** The Board shall pay for a new employee physical upon Administrator's hire.
- r. **Longevity Incentive.** The Board shall contribute funds into a post-retirement Health Retirement Account pursuant to Appendix A.
- s. **Death Provision.** If Administrator dies during the Term, the Board shall pay to the Administrator's estate the compensation which would otherwise be payable to the Administrator up to the end of the month in which the Administrator's death occurs. The estate shall also be paid for all accrued but unused and unexpired vacation days or sick days.
- t. **Car Allowance.** \$\_\_\_\_\_/month or \$\_\_\_\_\_/annually (included in monthly check). **OR** Authorized use of Administrator's personal vehicle outside of the District will be reimbursed at the IRS mileage rate.

## 5. TERMINATION BY MUTUAL CONSENT

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

## 6. EVALUATION

The District Administrator or his/her designee shall, during the first year of employment and every third year thereafter, evaluate and assess Administrator's performance in accordance with Wisconsin Statutes §120.12(2m), and Department of Public Instruction Code § PI 8.01(2)(9) and shall provide Administrator with a written evaluation. The written evaluation shall include, but not be limited to, a review of Administrator's performance, strengths and mutually agreed upon goals and objectives.

**7. INDEMNIFICATION**

To the fullest extent permitted by law, the Board agrees that it shall defend, hold harmless, and indemnify Administrator from and against all demands, claims, suits, actions, and legal proceedings brought against Administrator in his individual capacity, or in his official capacity as an agent and employee of the District, only if the underlying incident, action, or omission which gave rise to such demands, claim, suits, actions, or proceedings arose or occurred while Administrator was acting within the scope and course of his employment with the District, and such indemnification is required by, and within the authority of, the District under applicable law. Nothing in this Section or in this Contract imposes any individual or personal liability on any individual Board member, nor shall any Board member be personally liable for indemnifying Administrator against such demand, suits, actions and/or legal proceedings.

**8. LIQUIDATED DAMAGES**

In the event said Administrator breaches this Contract by termination of services during the term hereof, the sum of \$250.00 is determined to be the reasonable liquidated damages which the parties, looking forward, reasonably anticipate will follow from such a breach. The Board may waive this payment based upon a reasonable request made by Administrator.

**9. CONTRACT TERMINATION**

The Board may terminate this Contract and/or terminate Administrator's employment for just cause, provided that Administrator has received prior notice in writing from the Board of its intent and the alleged reason or reasons for such termination. Just cause is defined as serious misconduct or serious performance problems that have not been corrected after Administrator has been given an opportunity to do so. Upon written request, a hearing shall be conducted with full regard for due process. This section shall not apply to contract renewal/nonrenewal under Section 118.24 of the Wisconsin Statutes.

**10. CONTRACT RENEWAL-NONRENEWAL**

Renewal and nonrenewal of this Contract shall be governed by Section 118.24 of the Wisconsin Statutes.

**11. INVALID PROVISIONS**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**For the Board:**

**By the Administrator:**

\_\_\_\_\_  
NAME, President  
Board of Education

\_\_\_\_\_  
Principal's Name

\_\_\_\_\_  
Name, Clerk  
Name School Board

**APPENDIX A**

**Administrator Longevity Incentive**

The District shall contribute, pursuant to the following schedule, funds associated with the number of years employed by the District into a post-employment Health Reimbursement Account (HRA). The HRA is a portable post-employment benefit that can be accessed by the Administrator subject to the terms and conditions of the HRA provider. The HRA vendor/plan administrator shall be selected by the District.

The annual percentage-of salary contributions to the HRA and vesting procedures are set forth in the chart below. Contributions shall cease when the Administrator’s employment with the District ends.

<b># of Years in District</b>	<b>% Salary Contributed</b>	<b>Amount Vested</b>
After 1 year	2%	80
After 2 years	4%	90
After 3 years	6%	100
After 4 years	8%	100
After 5 years	10%	100

1. The dollar amount set forth above shall be deposited into the HRA in equal monthly installments.
2. Non-vested contributions made on behalf of Administrator will revert back to the District’s Fund 73 fund if the Administrator’s employment is terminated for just cause.
3. All withdrawals and payments from the HRA plan shall cease when the funds in the plan are exhausted.
4. The Retired Administrator (Retiree) may, if permitted by the health and dental care insurance provider, continue coverage under the health and dental care insurance plans by paying the monthly plan premium directly to the insurance provider.
5. Survivorship Rights for Retiree’s Spouse or Dependents: Benefits payable to Retiree’s spouse and/or dependents will not exceed, in combination with those already provided to the Retiree before his death, those that would have been available to the Retiree had s/he survived. Such benefits are subject to the terms and conditions of the HRA Plan and applicable Internal Revenue Service Code and related rules and regulations.