

ADMINISTRATOR CONTRACTS

This policy applies to all positions of employment in the District for which the employee and the School Board execute an administrator contract that, by law, is subject to sections 118.24(5) to (7) of the state statutes, including the District Administrator. Within this policy, such positions of employment and the individuals holding such positions shall be referred to as “administrators.”

To the extent required by state law, no administrator may be employed or dismissed except by a majority vote of the full membership of the Board. The Board and each administrator employed by the Board will mutually execute a written employment contract. However, the Board shall not enter into an employment contract with any administrator for any period of time as to which the individual is already under a contract of employment with another school board.

The maximum term, renewal, nonrenewal, and possible extension of each administrator contract shall be governed by applicable state law, by the discretionary decisions of the Board permitted by state law, and by the rights and obligations that are established within the contract itself. The Board shall formally approve (or reject) any proposed modification to, or the termination of, any administrator contract.

The Board shall approve the contractual salary and establish the other contractual and non-contractual compensation of the administrators who are employed by the District. The Board’s ability to individualize certain aspects of administrator contracts, including certain aspects of the structure and levels of an administrator’s benefits and total compensation, is limited by various state and federal laws. Not all terms and conditions of an administrator’s employment are contractual. To the extent consistent with state and federal law, such non-contractual terms and conditions of employment remain subject to the managerial discretion of the Board and the District at all times.

If the Board has approved an administrator’s employment and the terms and conditions of the individual’s administrator contract, and provided that all applicable contingencies have been satisfied, then the District Administrator may execute any administrator’s employment contract, other than his/her own, on behalf of the Board. The Board President and Clerk, or such other Board officers as may be alternatively designated by the Board: (1) shall execute the District Administrator’s contract on behalf of the Board; and (2) may execute any other administrator’s Board-approved contract in lieu of the District Administrator.

If any administrator does not continuously hold a license (or a permit or provisional license) that is required by law or by his/her employment contract, or if he/she is otherwise not legally eligible to hold the position identified in his/her contract, then (1) he/she shall be considered to be in material breach of the contract which may lead to termination; and/or (2) the contract may be void or voidable to the extent required or permitted by law.

LEGAL REFERENCES:

Wisconsin Statutes

Section 66.0502	[employee residency requirements generally prohibited]
Section 111.31	[declaration of fair employment policy]
Section 118.24	[administrator contracts]
Section 121.02(1)(a)	[school district standard; employ teachers, supervisors and administrators with appropriate license/certification]

Wisconsin Administrative Code

PI 8.01(2)(a)	[school district standard; assure proper license/certification is on file]
PI 34	[licensure requirements]

School District of Rib Lake

Federal Laws

Americans with Disabilities Act [nondiscrimination on the basis of disability; ability to perform essential functions of the job with or without reasonable accommodations]

ADOPTED: February 11, 1999

REVISED: February 9, 2017 (formerly BP 221)