

Contract Elements in Superintendent Contracts Emerging Trends

Term of the Contract (1-yr/2-yr/2-yr rolling horizon language (common v straight 2-year)

Responsibilities of Position (Supt. only; reassignment by mutual agreement only)

Duties (include role as Advocate for the District local, state leg. policy and DPI regulatory)

Salary (based on external comparability; internal coherence; value added; above current comp.)

Indirect Compensation (Annuity annual contribution w/ 5-7K median and up with size of district; Longevity/TSA component; HRA/HSA; deferred comp post-retirement)

Sick Leave (Accumulation; Cap; Cash conversion at end of year or at separation/retirement)

Long Term Disability (60 day initiation and 90% salary most common)

Vacation (Accumulation; Cap; Cash Conversion at end of year or at separation/retirement)

Paid Time Away (Professional Consulting)

Wisconsin Retirement System (Employer, Employee share; Additional Contribution; Comp/annuity in lieu of Employee contribution)

Annuity Contribution (Annual; Longevity-based; increased qualifications; performance goal attainment)

Health Insurance (matched to other professional staff coverage; 88%-100% median)

Dental Insurance (matched to other professional staff coverage; 88%-100% median)

Vision Insurance (less common; matched to other professional staff coverage; stipend common)

Term Life Insurance (typical at 1.5 of compensation and up with size of district)

Whole Life Insurance (emerging as addition benefit at later career or tied to longevity)

Physical Exam (Board pays non-covered portion)

IRS mileage reimbursement (in and outside of district for business; in-district stipend)

Auto Allowance (larger geographic districts)

Post Retirement Considerations (Preserving Value Clause – Board committing to maintain value if regulations require altering the benefit provided for in the contract)

Annual Dues for WASDA

Annual Dues for other Professional Affiliations (usually AASA)

Annual Fees for Civic Group Membership

Board paid costs for all Professional Development (Tuition; Seminars)

Termination by Mutual Consent (60-90 day notice based upon circumstances; no penalty)

Contract Termination (Just Cause language almost universal)

Contract Renewal/Nonrenewal (based upon WI Statute 118.24)

Liquidated Damages (median range 2-5k with board ability to waive)

Invalid Clause (contract remains in-tact if one element determined invalid)