

**Contract between
District Administrator
and the
Kiel Area School District Board of Education**

IT IS HEREBY AGREED by and between the School Board of the Kiel Area School District (hereinafter designated as the “Board”) and Bradley J. Ebert (hereinafter designated as the “Administrator”), that the Board does hereby employ the Administrator in the position of District Administrator.

This contract shall cover a period of two (2) years beginning on July 1, 2022, and ending on June 30, 2024. The contract shall be automatically extended, on July 1, 2023, and each July 1 thereafter, for an additional one (1) contract year (July 1 – June 30), unless on or before January 15, 2023, and each January 15 thereafter (if the contract has been extended), the Board gives written notice to the Superintendent to prevent the automatic extension of the contract; except, the contract shall not be extended if the Superintendent declines such extension, in writing, delivered to the Board President on or before the January 31 immediately following any automatic extension. Any such extended contract shall be pursuant to the same terms and conditions. The Board, in its sole discretion, and with or without cause, and with or without a hearing, may decline to extend this contract for an additional year, in which case the contract shall continue only for the term applicable (that is, the remaining portion of the current year and the remaining year of the term). 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. A contract year shall be July 1 through June 30 and all prorated salary and benefits pursuant to this contract shall be determined on the basis of two hundred sixty (260) working days per contract year.

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.

As a condition of employment, the Administrator agrees to maintain required state certification for the position.

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 parties hereto agree and acknowledge that as a salaried professional employee, the Administrator is required to perform the duties, described above, within the course of the contract period. Likewise, it is understood that there may be variations with respect to the time demands and that the Administrator has

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a reasonable degree of flexibility, subject to the supervision of the Board, to meet such time demands with extended or shortened normal work days. Under normal circumstances, the Administrator is expected to be present in the District including, but not limited to, hours of normal District operation. However, the Administrator may adjust his work schedule when responsibilities require additional time on evenings, weekends, or other times at which the Administrator would not ordinarily be expected to be present in the District. The Administrator has been granted a flexible schedule on Friday's during the summer to accommodate for meetings. When the Administrator is not present in the District at times which would ordinarily be expected, the Administrator will contact a person at the District central office and advise the person as to his location, anticipated time of return to the District, as well as the manner in which he may be contacted in the interim.

The Administrator agrees to participate in professional conferences for the purpose of improving and stimulating the Administrator's professional growth. Reasonable expenses within budget will be paid for professional conferences, including one national conference each year. A report will be made to the Board of Education regarding and subsequent to each professional conference attended.

The Board will provide the Administrator with a written job description of the Administrator's duties, authority, and obligations, as well as any amendments thereto. Administrator agrees to perform the duties, authority, and obligations of the job description at a professional level of competence.

SALARY

In consideration for the services rendered, the Board shall pay the Administrator the annual sum of \$ [REDACTED] for the first contract year of service in accordance with the appropriate salary policies adopted by the Board. The salary for the second contract year shall not be less than the salary in the first contract year. The salary shall be paid in twenty-four (24) installments, payable on the fifteenth (15) and the thirtieth (30) day of each month less deductions required by federal and state law or authorized deductions as permitted by Board policy.

INDIRECT COMPENSATION

- a. Twelve (12) authorized leave days will be granted per contract year as a result of personal illness or injury or when it is necessary for the Administrator to care for a member of the Administrator's immediate family who is ill or injured. The administrator may accrue up to a total of one-hundred and twenty (120) days of authorized leave. In the event of the death of the administrator's immediate family member the administrator will be eligible for up to three (3) additional days of authorized leave per occurrence. Immediate family is defined as spouse, children, parents, step-children, siblings or legal dependents of the Administrator or the immediate family of the administrator's spouse.
- b. The Board of Education will pay one hundred percent (100%) of the premium payment for coverage under the District's long-term disability insurance program which will pay 90% of the Administrator's base contract salary. There is a ninety (90) consecutive calendar day elimination period. On the day the Administrator becomes eligible to receive benefits under this plan, regular contract salary payments will cease.
- c. If as the result of illness, accident or other cause beyond his control, the Administrator is unable to perform the essential job tasks of his position either with or without reasonable

accommodation for a continuous period, the Administrator agrees that the Board may terminate this contract provided that prior to doing so, the District has complied with all applicable state and federal laws regarding disability.

- d. The Administrator is entitled to twenty (20) days of vacation each contract year. The Administrator may carry a maximum of five (5) days vacation into the succeeding contract year. For every 5 contract years of service to the district the Administrator will receive two (2) additional days of vacation cumulative to ten (10) additional days.
- e. Holidays. The Administrator shall per contract year be entitled to ten (10) paid holidays, as follows: New Year's Eve Day, New Year's Day, Friday before Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas.
- f. The Administrator will be entitled one (1) personal leave day per contract year. Personal leave day may not be taken during the first or last week of classes, inservice days, or to extend a holiday.
- g. For absences caused by the death of person(s) (uncles, aunts, grandparents, grandchildren, friend) other than those stated in (a), the absence will not exceed two (2) days, and shall be deducted from authorized leave.
- h. Authorized use of the Administrator's car outside the district will be reimbursed at the IRS rate.
- i. The Board will contribute on behalf of the District Administrator, eighty-seven and one-half percent (87.5%) of the monthly health insurance premium for single or family coverage as appropriate, under the Board health insurance plan, as amended from time to time. The District Administrator will pay twelve and one-half percent (12.5%) of the applicable monthly health insurance premium by means of payroll deduction. The District Administrator may also elect the Alternate Health Insurance Benefit of \$3,000 if his spouse is eligible for insurance.
- j. The Board will pay the full cost of the premiums to provide the District Administrator with single or family coverage, as applicable, under the Board group dental insurance plan, as amended from time to time.
- k. The Board will pay the employer's required deposit to the Wisconsin Retirement Fund.
- l. The Board will pay the premium for a policy of term life insurance providing a death benefit equal to twice (2x) the annual salary of the Administrator, rounded to the next one thousand dollars.
- m. The Board will pay the required annual dues for one state and one national professional association whose primary missions are to improve education and the professional competence of the Administrator. The Board will pay the required annual dues for one local civic organization.

- n. The Board will contribute \$1,500 annually to a lunch account for the Administrator. The lunch account may be used by the Administrator to purchase lunches at Board facilities for himself, for others, as well as having food service staff provide lunches for meetings. The value of this benefit is taxable wages for the Administrator subject to all applicable payroll taxes.
- o. The Board will annually match up to \$1,000 in contributions made by the Administrator to a 529 account for the benefit of his children until the Administrator's youngest child reaches age 18. The value of this benefit is taxable wages to the Administrator subject to all applicable payroll taxes.
- p. The Board will annually make a \$3,000 contribution to the District 403(b) plan on behalf of the Administrator. This contribution will be made within 30 days of the successful completion of each school year.

403(b) CONTRIBUTIONS AFTER RETIREMENT

- 1. Upon retirement the KASD will make a contribution to the District 403(b) plan on behalf of the Administrator, pursuant to the following terms and conditions:
 - a. The Administrator must have completed five (5) years of service to the School District as an administrator. The Administrator will be credited with two years of service as an administrator for every three (3) years of service to the School District as a teacher.
 - b. The Administrator must be an employee of the KASD at the time of retirement and retire from employment with the KASD.
 - c. At the time of retirement, the Administrator must be eligible to receive retirement annuity benefits under the Wisconsin Retirement System.
 - d. The Administrator must present to the office of the School District Administrator on or before 4:00 p.m. on January 1 of the year in which s/he elects to retire, a written notice of retirement to be effective July 1 of the year of retirement.
 - e. At the time of retirement, the Administrator must execute and not revoke a general release of claims in favor of the KASD, its officers, Board members, agents, employees, representatives, and any other person or entity that might derive liability from it. This general release shall be in a form provided and agreed to by the KASD, and it shall, among other things, release, waive, and forever discharge any and all causes of action, suits, controversies, grievances, claims, and demands of any kind whatsoever, whether known or unknown (but not future rights or claims that may arise after the general release is executed), arising out of the administrator's employment with the KASD or the termination of that employment. The general release will include, among other things, a waiver of claims under the Federal Age Discrimination in Employment Act of 1967 (29 U.S.C. 621 et seq.), and it will be drafted in a manner that complies with

the requirements of the Older Worker's Benefit Protection Act (as provided under 29 C.F.R. §1625.22). The KASD contribution to the District 403(b) plan on behalf of the administrator will not be made until after the expiration of the applicable revocation period for the general release of claims.

2. Any full-time administrator who is eligible and who elects to retire early under this section shall be eligible to receive Three Thousand Dollars (\$3,000) for each year of service to the District up to an overall maximum of Sixty One Thousand Dollars (\$61,000), which shall be contributed to the District's 403(b) plan on behalf of that full-time administrator's, as an employer contribution. This 403(b) employer contribution shall be made annually in amounts of up to Fourteen Thousand Dollars (\$14,000) per fiscal year until the entire benefit has been contributed to the District's 403(b) plan. The first 403(b) employer contribution shall be made within sixty (60) days after the successful completion of that full-time administrator's final school year. To the extent that IRS limitations or the annual cap on contributions of Fourteen Thousand Dollars (\$14,000) do not allow the full amount to be contributed to the 403(b) plan in the year of retirement, the excess amount shall be contributed in the following District fiscal year within sixty (60) days after the anniversary of the successful completion of that full-time administrator's final school year. This annual process of contributing the excess amount of the 403(b) contribution over the IRS limits or the annual cap of Fourteen Thousand Dollars (\$14,000) in the following fiscal year shall continue for up to five (5) calendar years after the year in which the full-time administrator retires, death of the retiree or until the full amount of the District contribution is made, whichever comes first. Any amount not contributed during that period because of IRS limits, the Fourteen Thousand Dollar (\$14,000) annual cap, death of the full-time administrator or otherwise shall be paid to the full-time administrator or his or her surviving spouse, if applicable, in cash and subject to all applicable payroll tax withholdings.
3. The Administrator may be called upon to provide additional emeritus service to the School District following retirement through performing administrative tasks identified and approved by the School District Administrator. In consideration of the administrator performing supplemental emeritus service and at the Board's discretion, the School District may contribute an additional sum to the District 403(b) plan on behalf of the administrator for each year in which the administrator performs emeritus service. The School District contribution on behalf of the administrator, however, including emeritus service contributions, will not exceed Sixty One Thousand Dollars (\$61,000).

PROFESSIONAL DEVELOPMENT

1. At the Administrator's request, the district will directly pay tuition costs to a university or college for graduate level course work in which the Administrator elects to enroll. Payment is subject to the Board of Education approving the courses selected.
2. Time spent in summer course work on days when the Administrator remains available, as needed, to address School District matters will not be accounted for as vacation time.

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 vacation 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 said Administrator breaches this contract by termination of services or by being released from said contract at the request of the Administrator by other than pursuant to "Termination By Mutual Consent" during the term hereof, the amount of \$7,500 is determined to be the reasonable liquidated damages. The Board may deduct the liquidated damages from any monies due and owing to the Administrator.

If for reasons of health, the Administrator is compelled to terminate his services under this contract, the Administrator may request that the Board waive application of the liquidated damages provision of this contract. The Board will not unreasonably deny a request for waiver under this circumstance.

PERFORMANCE EVALUATION

The Administrator will be evaluated not less than annually by the Board in conformance with School District policy. The Administrator will assist the Board in taking the necessary steps to assure that the evaluation is completed not later than July 30 for the preceding contract year and in conformance with the approved process.

CONTRACT TERMINATION

On the basis of the conduct or performance of the Administrator, the Board may terminate this contract and discharge the Administrator from employment for just cause at any time, 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. Reasons constituting just cause for discharge include, but are not limited to:

1. Acts of dishonesty to include theft and falsification of School District records.
2. Acts involving physical abuse of students or employees.
3. Sexual harassment of employees or students.
4. Acts of impropriety which fall below the standard of conduct reasonably expected of an Administrator in the position concerned.
5. Conduct which is contrary to commonly accepted moral or ethical standards and which adversely affects the interests or operations of the School District, including conduct which subjects the School District to public ridicule or harms the reputation of the School District.
6. Conviction of a crime, the circumstances of which substantially relate to the circumstances of the position of the Administrator.

7. Willful violation of Board written policies, rules, and directives.
8. Any inexcusable substantial violation of instructions, or neglect of duty of a substantial character.
9. Revocation of the Administrator's license.

Upon written request by the Administrator to the Board of Education within seven (7) days after receipt of written notice of intent to terminate this contract and discharge the Administrator, a due process hearing will be conducted before the Board with regard to termination of this contract and discharge.

CONTRACT RENEWAL OR NONRENEWAL

Renewal or non-renewal of this contract will be governed by Sec. 118.24, Wis. Stats.

INVALID PROVISIONS - AMENDMENTS

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

Dated this _____ day of _____, 2022.

FOR THE BOARD OF EDUCATION
KIEL AREA SCHOOL DISTRICT:

President, Board of Education

Administrator

Board of Education Clerk