

# **ADMINISTRATIVE CONTRACT LAW:** *What You Need to Know*

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Being a school Athletic Director  
=“Swimming with the Sharks”



# **Types of Athletic Director Contracts:**

- #1—Teaching Contract with supplemental for Athletic Director duties (How many?)
- #2—Supplemental-type Contract awarded to non-licensed personnel (How many?)
- #3—Administrative Contract as Athletic Director for school/district (How many?)

**There is a difference between these three contracts.....**

# Teaching Contract with Supplemental for AD Duties

- Can retain continuing contract as a teacher.
- Supplemental contract must contain compensation, duties, and be in writing.
- There is no statutory requirement to evaluate an individual on a supplemental contract, or to provide notice of nonrenewal (as for a teaching contract).

# Supplemental Contracts, cont'd...

- Supplemental contract can be for a period of 1-5 years in length. (Most districts give one-year contracts—provides flexibility for district.
- It is NOT possible to have a “continuing contract” for a supplemental duty (Tenure).
- The salary of a supplemental contract may be increased during the term, but not decreased.

# Supplemental Contract to Non-licensed Personnel

- The Board must have adopted a resolution stating that it has offered and advertised the position, and that no qualified licensed individual has accepted the position.
- Initial contract for one year, subsequent contracts for 1-3 years.
- Once employed, it is not required to post the position (to licensed individuals) on an annual basis.

# **Administrative Contract for Athletic Director Duties**

- Governed by Ohio Revised Code 3319.02
- Required to hold an administrative license through Ohio Department of Education
- May also be eligible under the provisions of an “alternative administrator license” through ODE (one-year contract)
- Initial contract will include “working days” up to a 260-day maximum (12-month contract)

# **Length of Administrative Contracts**

The board of education or governing board shall execute a written contract of employment with each assistant superintendent, principal, assistant principal, and other administrator it employs or reemploys. The term of such contract shall not exceed **three years** except that in the case of a person who has been employed as an assistant superintendent, principal, assistant principal, or other administrator in the district or center **for three years or more, the term of the contract shall be for not more than five years and, unless the superintendent of the district recommends otherwise, not less than two years.**

***\*\*Should I take a new job on a 1-year contract?***

If the superintendent so recommends, the term of the contract of a person who has been employed by the district or service center as an assistant superintendent, principal, assistant principal, or other administrator for three years or more may be one year, but all subsequent contracts granted such person shall be for a term of not less than two years and not more than five years.

*\*\*This can be done one time!!*

A board of education or governing board may reemploy an assistant superintendent, principal, assistant principal, or other administrator at any regular or special meeting held during the period beginning on the first day of January of the calendar year immediately preceding the year of expiration of the employment contract and ending on the last day of March of the year the employment contract expires.

*\*\*Try to get your contract renewed the year **BEFORE** it expires.*

*\*\*Can not have contract “extensions”. Must be a new contract—contracts can not run **concurrently**.*

Except by mutual agreement of the parties thereto, no assistant superintendent, principal, assistant principal, or other administrator shall be transferred during the life of a contract **to a position of lesser responsibility**. No contract may be terminated by a board except pursuant to section 3319.16 of the Revised Code. No contract may be suspended except pursuant to section 3319.17 or 3319.171 [3319.17.1] of the Revised Code.

The salaries and compensation prescribed by such contracts shall not be reduced by a board unless such reduction is a part of a uniform plan affecting the entire district or center.

## Review . . .

- Initial administrative contract: 1 - 3 years
- After three years of administrative service: 2-5 years
- Board has the option of one one-year contract after the third year of service, but only once.
- Contract may be renewed beginning on January 1 of the year immediately preceding the year in which the contract expires
- Administrator cannot be transferred to a position of lesser responsibility or compensation unless . . .
- Termination and RIF action must comply with ORC

# Elements of a Contract

The contract shall specify the employee's administrative position and duties as included in the job description adopted under division (D) of this section, the salary and other compensation to be paid for performance of duties, the number of days to be worked, the number of days of vacation leave, if any, and any paid holidays in the contractual year.

*Check the “title” on your contract: “Administrator” vs. “Athletic Director” of \_\_\_\_\_ School”—The wording of your contract may create flexibility for the district in assigning responsibilities.*

# **Evaluation Procedures**

Each board shall adopt procedures for the evaluation of all assistant superintendents, principals, assistant principals, and other administrators and shall evaluate such employees in accordance with those procedures. The evaluation based upon such procedures *shall be considered* by the board in deciding whether to renew the contract of employment of an assistant superintendent, principal, assistant principal, or other administrator.

*There is a BIG difference between “shall be considered” and “just cause” regarding contract renewals. You can be non-renewed with “glowing” evaluations.....we deal with them every year.*

The evaluation shall measure each assistant superintendent's, principal's, assistant principal's, and other administrator's effectiveness in performing the duties included in the job description and the evaluation procedures shall provide for, but not be limited to, the following:

(a) Each assistant superintendent, principal, assistant principal, and other administrator shall be evaluated **annually** through a written evaluation process.

(b) The evaluation shall be conducted by the superintendent or designee.

In order to provide time to show progress in correcting the deficiencies identified in the evaluation process, the evaluation process shall be completed as follows:

(i) In any school year that the employee's contract of employment is not due to expire, at least one evaluation shall be completed in that year. A written copy of the evaluation shall be provided to the employee no later than the end of the employee's contract year as defined by the employee's annual salary notice.

*\*\*What if I'm not evaluated? What if I'm asked to pre-date my evaluation?*

(ii) In any school year that the employee's contract of employment is due to expire, at least a preliminary evaluation and at least a final evaluation shall be completed in that year. A written copy of the preliminary evaluation shall be provided to the employee at least sixty days prior to any action by the board on the employee's contract of employment. The final evaluation shall indicate the superintendent's intended recommendation to the board regarding a contract of employment for the employee. A written copy of the evaluation shall be provided to the employee at least five days prior to the board's acting to renew or not renew the contract.

*\*Board action required by June 1<sup>st</sup> in contract expiration year. (This is a change from March 31)*

## Review . . .

- The district must have an adopted evaluation process for administrators
- All administrators are to receive at least one written evaluation per year from the superintendent or his/her designee
- Evaluation must be received by the end of the employee's contract year
- In the year that the administrator's contract expires, he/she must receive two written evaluations
  - preliminary written evaluation must be received at least 60 days prior to board action on the employee's contract
  - final written evaluation must be received at least five days before board action to renew or non-renew (June 1)

**Renewal**  
**Non-Renewal**  
**Termination**  
**Reduction In Force**

Before taking action to renew or non-renew the contract of an assistant superintendent, principal, assistant principal, or other administrator under this section and prior to the first day of June of the year in which such employee's contract expires, the board shall notify each such employee of the date that the contract expires and that the employee may request a meeting with the board. Upon request by such an employee, the board shall grant the employee a meeting in executive session. In that meeting, the board shall discuss its reasons for considering renewal or nonrenewal of the contract. The employee shall be permitted to have a *representative*, chosen by the employee, present at the meeting.

*\*Typically, OASSA is the “representative” .....*

Termination of an assistant superintendent, principal, assistant principal, or other administrator's contract shall be pursuant to section 3319.16 of the Revised Code. Suspension of any such employee shall be pursuant to section 3319.17 or 3319.171 [3319.17.1] of the Revised Code.

*\*"Loudermill Hearing" part of due process requirement on termination procedure.*

*\*Paid Administrative Leave vs. Unpaid Administrative Leave.*

The establishment of an evaluation procedure shall not create an expectancy of continued employment. Nothing in division (D) of this section shall prevent a board from making the final determination regarding the renewal or nonrenewal of the contract of any assistant superintendent, principal, assistant principal, or other administrator.

*What does this mean?*

*Termination vs. Non-Renewal vs. RIF*

*\*You can still be non-renewed even though you had positive evaluations (“just cause” provision in contract)*

However, if a board fails to provide evaluations pursuant to division (D)(2)(c)(i) or (ii) of this section, or if the board fails to provide at the request of the employee a meeting as prescribed in division (D)(4) of this section, the employee automatically shall be reemployed at the same salary plus any increments that may be authorized by the board for a period of one year, except that if the employee has been employed by the district or service center as an assistant superintendent, principal, assistant principal, or other administrator for three years or more, the period of reemployment shall be for two years.

*\*If BOE does not follow evaluation procedures correctly, you will receive a new contract.*

## Review . . .

- Before acting on an administrator's contract, the board must notify the employee
  - of the date his/her contract is expiring
  - that he/she has a right to request a meeting with the board to be held in executive session
  - that he/she has a right to representation at the meeting
- If the board fails to fulfill any of its obligations, the administrator is automatically renewed for
  - one year unless
  - the employee has been employed as an administrator for three or more years, then the employee is re-employed for two years
- Positive evaluations do not guarantee renewed contracts  
(Termination vs. RIF vs. Non-Renewal)

**Administrative  
Reduction in Force  
(ORC 3319.171)**

Administrative personnel suspension of contract policy.

(A) Notwithstanding section 3319.17 of the Revised Code, the board of education of a city, local, exempted village, or joint vocational school district or the governing board of an educational service center may adopt an administrative personnel suspension policy governing the suspension of any contract of employment entered into by a board under section 3319.02 of the Revised Code.

*\*Typically, if a district has a RIF policy for teachers, they will follow for administrators (unless separate is negotiated)*

If a board adopts a policy under this section, no contract entered into by a board under section 3319.02 of the Revised Code may be suspended except pursuant to the policy. If a board does not adopt such a policy, no such contract may be suspended by a board except pursuant to section 3319.17 of the Revised Code.

(B) The administrative personnel suspension policy shall include, but not be limited to, all of the following:

- (1) One or more reasons that a board may consider for suspending any contract of employment entered into under section 3319.02 of the Revised Code.
- (2) *A reason for such suspension may include the financial conditions of the school district or educational service center.*

## **Do administrators ever have tenure?**

Administrators who held a continuing contract in the district where they work under an administrative contract and administrators who held a continuing contract in another district and have been employed at least two years as an administrator in their current district have continuing contracts as teachers. OASSA feels that these administrators should be able to displace teachers in their certificated/licensed teaching areas if the administrator has more seniority of service than the teacher of the least seniority who is currently employed. It is important to review the local teachers' agreement for the definition of seniority as it applies to teachers.

Cases which support administrators right to a teaching position when a continuing contract has been previously attained:

*Kelly v. Bd. Of Education (1980)*

*Specht v. Painesville Township Local School District (1990)*

*Midlaw v. Greenville City School District (2005)*

# RIF

## Q & A

Q. If my district does not adopt a policy for reduction-in-force for administrators, can my position still be reduced?

*A. Yes, but only under the section of Revised Code that covers RIF's for teachers (3319.17).*

Q. Does the June 1 deadline apply to notification of administrators who will be RIF'ed as it does for nonrenewals?

A. *No, there is no statutory deadline, but the district's policy may have some timelines included in it.*

Q. If I had a continuing contract as a teacher and I am RIF'ed as an administrator, do I have a right to a teaching position?

*A. Administrators who held a continuing contract in the district where they work under an administrative contract and administrators who held a continuing contract in another district and have been employed at least two years as an administrator in their current district have continuing contracts as teachers. OASSA feels that these administrators should be able to displace teachers in their certificated/licensed teaching areas if the administrator has more seniority of service than the teacher of the least seniority who is currently employed. It is important to review the local teachers' agreement for the definition of seniority as it applies to teachers.*

Q. What is the difference between nonrenewal and RIF?

A. *Simply put, a nonrenewed administrator does not have any expectation of an administrative position in the district; a RIF 'd administrator may have an opportunity to return to his/her former position if it is reinstated or to another position for which he/she is qualified when a vacancy exists.*

Q. If I am RIF'ed, will the district continue to supply my healthcare coverage?

A. *No, all fringes cease while the contract is under suspension, but the RIF'ed employee has a right to continued coverage for him/herself and dependents at the employees expense. (RC 1751.53)*

## The Joy's of Leadership



**Questions ?**

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*Membership in OASSA!!*