

# NEGOTIATING YOUR EMPLOYMENT CONTRACT

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Negotiating your first contract can be challenging. You have worked hard to form a relationship with the board and now you must shift mindsets and consider what is best for you and your family's needs. A few thoughts to consider as you enter these negotiations.

## **1. Advocate for yourself and your family.**

You must protect yourself and the interests of your family. No one else will be looking out for your best interests. The board has an attorney crafting the contract, and that attorney is looking out for the board's interests. Or, you have a board negotiating without an attorney using a modified teacher's contract, which is worse! Too often superintendents are so excited to receive that first offer of employment that they accept whatever the board offers without thinking about their own needs and those of their family.

## **2. Get everything in writing.**

If it is not in writing, it is not enforceable. Every term of the contract must be in writing. Verbal promises and agreements are not enforceable when dealing with public contracts. You may have a handshake agreement but be aware, if the board decides to renege, you cannot force the board to uphold its end of the agreement. If it is important, get it in writing.

## **3. Don't sell yourself short.**

As you look at your needs and those of your family, negotiate for those items that are necessary to meet your needs. Perhaps it is relocation assistance, health insurance, life insurance, or a host of other benefits. No one knows your needs better than you. Fight for them! Know the cost of living in the region and take into consideration when negotiating. In addition, some MASA districts compile information about salaries and benefits in that region. Visit with MASA members in the area to find out the average beginning salary and benefit packages. Use this information to your advantage as you negotiate. If your first contract is low in salary or limited in benefits, it will be hard for you to make up ground in the years to come. The first contract is the base upon which future contracts are built. The board or the community may be dismayed if you come back a few years later asking for substantial changes because your first contract was deficient. When possible, negotiate as many items as possible at the outset of employment.

## **4. Longevity goals.**

You can negotiate length of contract term, insurance benefits, growth in severance packages, supplement retirement income, and other benefits that will encourage stability and longevity in the job. This may not be possible at the outset of employment, but once you have established a strong relationship with the board and the community, they will want a long term commitment from you and these types of benefits can help ensure that longevity.

## **5. Performance goals.**

Ensure that the contract includes an agreed upon evaluation tool, job expectations and a specific time by which the annual evaluation must be completed. Consider including an automatic renewal clause which extends the contract by one year if the board fails to act by a specified time.

## **6. Professional growth opportunities.**

Focus on areas where the board and you agree that increased knowledge and skills will be beneficial to you and the district. This will assist you in developing a professional growth plan that is aligned with the needs of the district. These provisions may include payment of tuition for advanced coursework; attendance at national, state and regional conferences, professional development opportunities, speaking engagements, outside teaching opportunities, and a host of other learning opportunities.

## **7. Anticipate problems.**

How will complaints and disagreement be handled? Will you be given an opportunity to resolve problems or will the board be actively involved from the outset? Will the board be supportive if you bring about change that results in dissension among the ranks? Both you and the board need to understand and appreciate the relationship and the expectations of the other party from the outset of employment and need a plan in place to help resolve conflict.

No one enters a contract planning for the relationship to sour, but you must anticipate and plan for the unthinkable. Do not agree to broad, generic termination provisions. Require specificity! Your job protections are essentially limited to what is included in the four corners of your employment contract, require due process be provided. Notice and an opportunity to remedy concerns must be provided prior to the filing of charges. Then, notice and a hearing before being release. How much notice is needed to adequately protect you? In addition, the reasons for termination of the contract should be limited and should be specified in the contract. Don't get caught on the receiving end of "for good cause" or "in the best interest of the district". These terms are vague and can be easily skewed in favor of the board.

## **8. Time to say goodbye.**

Consider whether to include a mutual release clause in the contract. This allows the parties to agree to terminate the contract without risk of penalty to either party. Some boards include a provision allowing the board to unilaterally terminate the contract upon the payment of all outstanding compensation. Consider whether this is a good option for you and your situation. Most often these provisions do not allow for continued provision of benefits and do not require the board to compensate you for these lost benefits.