

## Personnel

Conditions of Employment and Fringe Benefits for Administrators

## 1. Contract Form

- a. Contract form shall be as established by the Superintendent of Schools in conformance with this policy. It shall be issued by the Board of Education and signed by the Superintendent of Schools.
- b. Contracts will be issued in compliance with Wisconsin State Statute 118.24.
- c. A specific job position/assignment is not made at the time the contract is offered. Job position/assignment will be furnished to the employee by separate letter prior to July 1<sup>st</sup> of each year.
- d. In the event a contract shall be offered to the Administrator prior to March 1<sup>st</sup> of any year, it becomes effective as of July 1<sup>st</sup> each year, unless otherwise agreed upon by the contracting parties.
- e. The Superintendent of Schools will forward recommendations to the Board of Education for renewal of individual professional contracts for administrators per the following timeline:
  - (1) At the December meeting in Executive Session, the Board of Education will review:
    - (a) Recommendations for administrator contract renewal to the Board of Education.
    - (b) Recommendations for administrator contract non-renewal to the Board of Education.
  - (2) During January in odd number years, the Board of Education will take action on renewal of contracts.

## 2. Job Description

The Department of Human Capital shall prepare, review and maintain job descriptions subject to the approval of the Superintendent.

## 3. Compensation

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Salary for administrators is based on a compensation system and salary schedule as derived and modified by the Superintendent of Schools and approved by the Board of Education.

Each administrative position is assigned a level on the salary schedule which establishes a salary range for that position.

- (a) Step Movement: Administrators may move one step for each full year of service.
- (b) Administrators hired between July 1<sup>st</sup> and January 1<sup>st</sup> may move one step on the salary schedule the following fiscal year at the discretion of the Chief of Human Capital.
- (c) Administrators hired between January 1<sup>st</sup> and June 30<sup>th</sup> will be placed on the salary schedule for both the current year and subsequent fiscal year.
- (d) New administrators may be placed on the proper level and step given the new administrator's work experience.

The current salary schedules can be obtained on the Employee Portal.

### 4. Evaluation

An annual evaluation of each administrator will be completed by June 30<sup>th</sup> and all final documentation needs to be submitted to the Human Capital Department by July 31<sup>st</sup> annually by the administrator's supervisor. The form of the evaluation shall be as determined by the Superintendent of Schools. The evaluation form will be completed at a conference between the evaluator and evaluated. Such form will be signed by both parties and placed in the administrator's personnel file with a copy to the evaluated. The signature of the evaluated shall indicate receipt of a copy and shall not be construed as indicating agreement. The evaluated may make a written response to the evaluation and at his/her request, it may be attached to same and made part of his/her personnel file.

Should an administrator's supervisor decide to seek non-renewal of the administrator's contract, the supervisor must submit the final observation with a recommendation of non-renewal to the Department of Human Capital for proper process and consideration by no later than December 1<sup>st</sup>.

### 5. Sick Leave

- a. Each administrator will be allowed sick leave at the rate of one day per month if absence due to personal illness or his/her minor dependent child's illness. Sick leave is credited each July 1<sup>st</sup>, but for reporting purposes is posted the following September. Notification of sick leave usage by administrators shall be made the

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day of use to his/her immediate supervisor. These days shall be reported on the Weekly Absence Report.

- b. Any unused sick leave credit may be accumulated up to a maximum of 180 days. Any administrator that has a balance greater than 180 days as of July 1, 2008, will be grandfathered and allowed to keep them. If the administrator uses them and the balance should fall below 180 days, the administrator will only be able to accrue to the maximum of 180 days.
- c. An administrator leaving the District and subsequently re-employed by the District shall have either his/her existing balance reinstated up to 80 sick days which will be credited to his/her sick leave bank.

## 6. Paid Holidays

- a. The following will be paid holidays:

New Year's Day  
 Martin Luther King Day  
 Good Friday  
 Easter Monday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Eve Day  
 Christmas Day  
 New Year's Eve Day

- b. When a holiday falls on a Saturday, administrators will have off the Friday before; when a holiday falls on a Sunday, administrators will have off the Monday after the holiday.
- c. The above holidays shall be incorporated into the annual working calendar.

## 7. Vacation Pay

- a. The qualifying date for computing vacation is July 1<sup>st</sup>.
- b. Fifty-two (52) week administrators will be eligible to earn up to four weeks (20 working days) vacation. For each year of total service to the District beyond

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twenty (20) years, one (1) day of vacation shall be added per year to a maximum of thirty (30) days.

- c. First year administrators are credited with up to ten (10) vacation days during their first year of employment, prorated as of date of hire.

An administrator whose employment begins anytime other than July 1<sup>st</sup> will accumulate vacation days on a monthly pro rata basis as determined by the Chief of Human Capital.

- d. Administrators are encouraged to use their vacation days each year in order to maintain their physical and mental health. However, up to ten (10) vacation days not used in any fiscal year can be "banked" and automatically carried beyond July 1<sup>st</sup> provided they are used by December 31<sup>st</sup> of that calendar year. Any days not used in this extended period shall be forfeited. Termination or retirement occurring during the fiscal year will receive credit for unused vacation days as determined by the Chief of Human Capital. No banked days in excess of ten (10) days will be credited at time of termination or retirement.
- e. Requests for an approval of vacation days must be reported in writing in advance of the planned use. All changes in use of these days must be reported in advance to his/her supervisor

Vacation days of administrators shall be included on the Weekly Absence Report.

School-based administrators are encouraged to use vacation days during non-student attendance time at the school. School-based administrators may use up to ten (10) vacation days during a school year during student attendance days but no more than five (5) consecutive vacations days during student attendance days.

School-based administrators will submit his/her summer vacation plans on a standardized form by May 1<sup>st</sup> to their Supervisor. This schedule will be used for planning and scheduling. The administrator may make changes later by notifying his/her supervisor.

- f. An administrator who is terminating employment may take vacation only during the balance of the contract term. With permission of the Superintendent of Schools, vacation pay may be taken in lieu of the annual vacation not to exceed the maximum as set out in section 7d.

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- g. The calculation of vacation days for an administrator who terminates before July 1<sup>st</sup> will be pro-rated at 1/12th of the eligible vacation days for each month worked during the contract period.
- h. Total active years of employment by the Board of Education regardless of job classification shall be used in calculation of vacation days.

## 8. Personal Leave Days for 200 Day Contract Administrators

An administrator with a 200 day contract may take up to two (2) days per school year of unrestricted personal leave and receive compensation at the rate of 100% of his/her daily rate of pay upon condition that:

## a. Written Request

The administrator submit a written request to his/her supervisor and the Department of Human Capital at least ten (10) work days before the day s/he desires personal leave. An emergency request may be made with less than ten (10) work days' notice.

## b. Restriction of Days

The administrator's request is not for a day:

- (1) Immediately before or after either a holiday or recess period;
- (2) On which staff development is scheduled;
- (3) Where an absence will compromise instruction; and
- (4) Scheduled student assessment days.

## 9. Insurances

## a. Health Insurances

The District shall provide a group hospitalization and surgical-medical benefits plan. Each eligible administrator shall have the opportunity to participate. A participating administrator is required to contribute to premium costs for coverage in an amount as set by the District. This plan will be reviewed annually.

## b. Dental Insurance

The District shall provide for each administrator an opportunity to participate in a group dental insurance plan. Administrators may optionally participate in the DentaCare plan program. Those who participate in the DentaCare plan will pay

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the difference between the DentaCare plan premium and the Basic Dental Plan premium equivalent.

## c. Life Insurance

The District shall make available to each administrator a group life insurance plan to the extent of his/her annual salary or gross earnings of the most recent calendar year, whichever is higher, is raised to the next even thousands of dollars. The premium cost shall be paid in full by the District. Participation shall continue for qualified retirees until attaining the age of 67 at which time the group life policy will continued at 25% of the value of the group policy at retirement. A reduced benefit is in effect at age 65 to age 67 as stated in the provisions of the policy.

## d. Long-Term Disability Insurance

The District will provide each administrator a group disability policy.

## e. Travel Insurance

The District provides Accidental Death Travel Insurance whenever the administrator is engaged in the purpose of furthering the business of the District, excluding everyday travel to and from work, bona fide vacation or leaves of absence.

## f. Liability Protection

The District shall provide such liability protection as is required by State or Federal law for administrative employees who are the subject of threatened or actual litigation because of acting within the scope of their employment as it is defined by law.

## 10. Section 125 Benefit Plan (Flexible Spending Accounts)

The District will provide a Section 125 Benefit Plan. The plan will allow pre-tax deduction of required premium contributions and establish voluntary accounts for Medical Reimbursement and Dependent Care. Open enrollment will be held each year to establish accounts for the NEXT calendar year. New employees may enroll for Medical Reimbursement only during open enrollment. Dependent Care may be established within thirty (30) days of hire.

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## 11. Voluntary Employer Beneficiary Association (VEBA)

The District will create a VEBA program and will fund the VEBA for all full-time employees. The District will deposit into the VEBA account annually as follows: \$300 for all administrators who use no sick leave; \$200 for all administrators who use only one (1) day of sick leave; \$100 for all administrators who use two (2) days of sick leave.

## 12. Worker's Compensation Benefits

## a. Safety

The District believes it is important to protect the health, safety and well being of students and employees. All employees are encouraged to bring apparent safety problems to the attention of the building administrator.

## b. Reporting Responsibilities

Work related injuries, whether the employee seeks medical attention or not, must be reported. An Employee Report of Injury or Illness form must be completed by the employee and submitted to the Worker's Compensation Office within twenty-four (24) hours of the incident or as soon as practicable thereafter.

Staff, who seek medical attention, should provide the Request to Provide Treatment Form to the medical provider. This form details the District's Worker's Compensation Insurance Company information.

In the event of a medical emergency, employees should seek treatment at the Wheaton Franciscan Emergency Room; however, for all other injuries, the following facilities are the suggested sites for employees to be seen:

Wheaton Franciscan Occupational Health  
3805 Spring Street, Building B, Suite 260  
262-687-6150

Aurora Swift Care  
8348 Washington Avenue  
262-884-4088

Swift Care  
1515 5. Green Bay Rd, Suite 2  
262-637-9438

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- c. An administrator who is absent as a result of being injured in the course of his/her employment by an action of a third party will receive one hundred thirty (130) days additional sick leave without loss of pay, which shall be taken for this purpose only before the administrator's other sick leave. The Worker's Compensation Department must authorize the use of such sick leave in order to determine whether it is used appropriately.

## 13. Health Examinations and Pre-Employment Drug Testing

- a. Each administrator shall be required to undergo a physical examination upon employment. The District will pay a set fee for this examination.
- b. Any internal or external candidate must subscribe to a pre-employment drug test.
- c. A current (within past 12 months), negative TB test is required for employment.

## 14. Leaves of Absence (that are not covered by Federal or State laws)

a. **Leaves of absence without loss of pay will be granted as follows:**

- (1) A total of five (5) working days will be allowed, when requested, for each death in the immediate family.

The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandson, granddaughter, and any other person to whom the employee stood in mutually acknowledged relation of parent or child.

- (2) A total, not to exceed five (5) days in any one school year, may be allowed for absence due to the illness of members of the immediate family when the illness is critical and requires the immediate presence of the employee. A doctor's statement may be required to establish eligibility.
- (3) An administrator will be allowed one (1) day with pay for the birth or adoption of his/her child. Such pay will be allowed only when the birth or adoption falls on the administrator's normal workday. The request for such payment should be made to the Department of Human Capital, in writing, as soon as practicable.



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**b. Leaves of absences without pay may be granted as follows:**

## (1) Personal Leave

An administrator may request a one (1) year unpaid personal leave of absence. This request will be reviewed and approved by the Superintendent of Schools or designee.

If approved, the administrator will receive a one (1) year leave of absence. Extensions will not be granted.

While on the leave of absence, the administrator will not accrue vacation, nor will s/he be entitled to any fringe benefits.

If the administrator has earned, unused vacation, the administrator may elect one of the following options:

- (a) Receive a one-time lump sum payment for vacation days not to exceed forty (40) days. [Vacation beyond forty (40) days is forfeited.] Should the administrator return to an administrative position, the administrator will not be entitled to another lump sum payment for other employment separation purposes.
- (b) Receive a partial payment, with the balance banked in the administrator's account until he or she returns to an active employment status, at which time s/he may use the banked vacation days.
- (c) Bank all earned/unused vacation, which will be available upon the administrator's return to an active employment status.
- (d) Should the administrator resign from his/her leave of absence, his/her banked vacation time will be paid out in a lump sum.

The administrator must provide the District with his or her intentions, in writing, on or before April 15<sup>th</sup> as to whether or not the administrator will be returning to the District.

If the administrator desires to return to the District, the administrator will be offered an administrative position for which s/he is qualified, regardless of the position the administrator vacated.

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Should a position not be available, the administrator will remain on a leave of absence status until an administrative position becomes available for which s/he is qualified. The District will not create an administrative position to facilitate the administrator's return unless the creation of such is of benefit to the District.

When the administrator returns, the administrator will be placed on the salary schedule commensurate with the position the administrator is filling and the years of service the administrator had performed in that position.

## (2) Medical Leave:

An administrator who is unable to perform his/her regular duties due to illness automatically shall be placed on a medical leave of absence after s/he has used all accumulated sick leave; such leave shall extend at most for twelve (12) months or until s/he is covered by Medicare, whichever is shorter. During this medical leave of absence, the administrator shall not receive any compensation except the administrator may continue existing participation in medical, dental and life insurance with the Board of Education paying the cost thereof.

## 15. Retirement Provisions

- a. The District shall pay to the Wisconsin Retirement System, on behalf of an administrator, the entire amount required by statute including:

- (1) Prior service liability
- (2) Employer share contributions

## b. Early Retirement Program

- (1) Early retirement requests between 60-62 [see Other Retirement language at 14(c)] need approval of the Superintendent of Schools. Requests from ages 62-65 must be allowed. The Superintendent of Schools may, on occasion, offer early retirement between ages 55-60.
- (2) Eligibility: In order for an administrator to be eligible for early retirement, s/he must have a minimum of ten (10) years of continuous service with the Racine Unified School District by July 1<sup>st</sup> of any year. An administrator must have obtained by July 1<sup>st</sup> the age required in the appropriate category. The Superintendent of Schools has the authority to extend this July 1<sup>st</sup> deadline by up to 90 days when such would be in the best interests of the District.

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- (3) Requests for early retirement must be made in writing to the Superintendent of Schools by January 15<sup>th</sup> of the year that such early retirement is to become effective.
- (4) Early retirement will begin and end as of July 1<sup>st</sup> of the respective years.
- (5) Participants must enter into an early retirement contract as approved by the District.
- (6) Should the administrator elect to early retire with less than 30 years of continuous service, the administrator will receive the following benefits paid for by the District.
  - (a) Single coverage medical insurance. If the administrator would like to receive family coverage at retirement, the administrator will need to pay 30% of the difference between family and single coverage monthly premium in order to receive family coverage.
  - (b) Single or Family coverage dental insurance.
  - (c) Basic life insurance premium prior to the retirement date. Premium changes may be passed on to the retiree.

## c. Other Retirement

An administrator, who is at least 62 years of age, but with less than ten (10) years but more than five (5) years of service, may request retirement. If approval is granted by the Superintendent of Schools, the administrator may continue all benefits s/he was participating in prior to June 30<sup>th</sup> by paying the following cost of coverage: Medical and Dental, eleven percent (11%) of the District calculated premium; Life, the cost the District pays for coverage prior to retirement date. Premium changes may be passed on to the retiree.

- d. A spouse (who is less than 65 years of age) of a retired administrator who has reached Medicare eligibility will be permitted to continue group health insurance coverage until s/he reaches 65 years of age. The spouse will be required to pay the full premium cost of the single or family coverage they desire.
- e. Early Retiree Spouse Insurance

In the event of the death of the early retiree prior to the exhaustion of the early retiree's health insurance benefit, the surviving spouse may continue single medical/drug coverage without cost, providing this spouse was covered under

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the terms of the District health plan at the time of the retiree's death. The coverage will terminate when the early retiree's family coverage would have ended had the early retiree survived or when the surviving spouse is eligible for other coverage, including Medicare. The surviving spouse may continue coverage at his/her own expense until eligible for Medicare coverage.

## 16. Jury Duty

An administrator who loses time from work to serve on a jury will be paid his/her regular compensation. Jury fees received, excluding mileage, must be submitted to the District's Payroll Department.

## 17. Military Duty

An administrator who is a member of the U.S. Armed Forces Reserve or Wisconsin National Guard and is called for short-term emergency duty or annual training shall receive the difference between the Reserve or Guard pay and his/her regular salary for no more than ten (10) work days.

## 18. Mileage Reimbursement

Reimbursements will be made to administrators traveling during the course of their District employment at the rate allowed by the Internal Revenue Service for personal automobile use for business purposes.

## 19. Professional Opportunities

If an administrator has an opportunity to participate in a fellowship, seminar or study program that will be beneficial to the District, arrangements for participation can be requested through the Office of the Superintendent of Schools.

## 20. Professional Teaching

District administrators may be granted opportunities on an unpaid basis to conduct classes and workshops under the auspices of colleges and universities when those classes are designed primarily for the District's own staff and are conducted during the normal workday. Individual arrangements can be made through the Office of the Superintendent of Schools or designee.

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## 21. Conference Attendance Policy

Conference attendance shall be determined by the Superintendent of Schools or designee. Reimbursement for expenses will be provided in accordance Administrative Regulations.

## 22. Terminations and Resignations Notice

## a. Certification Required Positions

- (1) The positions requiring DPI Certification shall provide an advance notice of at least thirty (30) calendar days prior to resignation of his/her employment.
- (2) Administrators covered by Wisconsin Statute 118.24 shall be given notice in accordance therewith.
- (3) Recommendations for non-renewal of contracts shall be referred to the Board of Education in Executive Session no later than the first Board of Education meeting in December each year.

## b. Non-Certification Required Positions

- (1) An administrator not required to hold DPI Certification but covered by this policy shall provide notice of at least ten (10) working days before resignation of employment.
- (2) The District must give those identified above either twenty (20) working days notice or ten (10) working days severance pay before termination of employment.

## 23. Liquidated Damages

If an administrator with an employment contract resigns before June 1st for the upcoming school year, no liquidated damages will be assessed.

Administrators who resign from their individual employment contract for other than health or retirement purposes shall be required to reimburse the District in accordance with the following schedule of liquidated damages not to exceed \$5000:

- a. 2% of their current salary when the resignation is received in the month of June;  
or

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- b. 4% of their current salary when the resignation is received in the month of July;  
or
- c. 6% of their current salary when the resignation is received between August 1<sup>st</sup> and the last day of the current school year.

If monies are due to an administrator from the District as of the last day worked, the liquidated damages amount may be deducted from any remaining paychecks. The Department of Human Capital, at its sole discretion, may waive the right to pursue collection of liquidated damages from an administrator.

## 24. Dispute Resolution Procedure

- a. A dispute resolution over the interpretation or application of this policy can be made by the administrator affected as follows:
  - (1) The administrator discusses the dispute informally with his/her immediate supervisor or Chief of Human Capital in the event the Superintendent of Schools is the immediate supervisor.
  - (2) If the dispute is not resolved satisfactorily, the administrator should present the dispute in writing to the Chief of Human Capital.
  - (3) If the dispute is not satisfactorily resolved in fifteen (15) working days, the administrator then may present the dispute to the Superintendent of Schools.
  - (5) An administrator whose dispute is not satisfactorily settled by the Superintendent of Schools within twenty (20) working days may present the dispute to the Board of Education for a final determination.
- b. A dispute over discipline, discharge, or alleged workplace safety issues as defined in Section 66.0507, Wis. Stats. may be in the following manner:
  - (1) The process to follow begins with submission of a written grievance to the Chief of Human Capital within fifteen (15) calendar days of the event giving rise to the grievance, a meeting between the grievant and the Chief of Human Capital, and a written notice of appeal within five (5) calendar days of the meeting to an Independent Hearing Officer (IHO).
  - (2) The District shall select the IHO, who shall convene a hearing between the parties, consider the evidence, and issue a written decision.

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- (3) The decision of the Administration shall be upheld unless it was arbitrary or capricious, or was not in the best interest of the District.
  - (4) The decision of the IHO may be appealed to the Board of Education by notice in writing to the other party within fifteen (15) calendar days of the date of the IHO's decision; the decision of the Board shall be final.
- c. With the exception of material put into an administrator's personnel file before his/her date of employment, recommendations for upgrading or change of position, medical or health reports, administrator evaluations and other material routinely kept in the ordinary course of business, any material adverse to an administrator will be removed from the administrator's personnel file after seven (7) years, upon the administrator's written request or before seven (7) years at the discretion of the Superintendent of Schools or designee.

## 25. Available Benefits at Termination

- a. Health Insurance - An administrator may continue coverage under provisions of COBRA, as provided by law. An administrator electing COBRA will be required to pay the FULL premium cost. Notification of continuation rights and costs will be furnished no later than thirty (30) days after effective date of termination.
- b. Life Insurance - A conversion option is available and will be included with COBRA notification. Any administrator with at least twenty (20) years of service in the District may elect to continue coverage at the current group rate premium.
- c. Dental Insurance - Coverage will be provided under the same provisions as health coverage.

## 26. Temporary Promotions

There are occasions when an administrator is absent for an extended period of time. In such cases, another administrator from that department assumes the responsibilities and duties of his/her supervisor.

In such circumstances, with the Superintendent's recommendation, the administrator who assumes his/her supervisor's responsibilities and duties for twenty (20) or more consecutive work days shall also assume the supervisor's higher rate of pay.

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If, at the time of the supervisor's absence, it is not known how long the absence will be, an adjustment will be made and will consist of the difference between the employee's regular rate and the supervisor's regular rate once the employee reaches day twenty (20). This adjustment will be retroactive to day one (1) of assuming the additional duties.

Assistant principals who substitute for a directing principal for twenty (20) or more consecutive work days will be paid at the rate of the directing principal of that school if the salary is greater than the assistant principal's current salary. Such adjustment will be retroactive to day one (1) of assuming the additional duties.

## 27. Policy Maintenance

The Superintendent of Schools shall ensure that a handbook is developed and maintained for administrators which include copies of the relevant Board of Education policies relating to employment conditions and benefits and other matters of personal interest to administrators. The handbook shall be updated as needed. The Superintendent of Schools may include in such handbook such attachments or notes relating to Board of Education policy as appear desirable, as well as attachments or notes relating to conditions or benefits of employment not addressed in Board of Education policy. In maintaining the handbook, the Superintendent of Schools and/or designee(s) shall work in conjunction with the designees of the Racine Administrator's Association, and they shall jointly strive to see that all administrative employees are furnished with copies.

Legal Reference: Wisconsin Statute 118.24

Policy adopted: April 11, 1977	Policy revised: May 18, 1998
Policy revised: February 13, 1978	Policy revised: September 8, 1998
Policy revised: February 21, 1983	Policy revised: December 7, 1998
Policy revised: May 16, 1983	Policy revised: March 19, 2001
Policy revised: January 16, 1984	Policy revised: August 20, 2001
Policy revised: September 16, 1985	Policy revised: September 15, 2008
Policy revised: April 13, 1987	Policy revised: May 20, 2013
Policy revised: February 6, 1989	Policy revised: March 16, 2015
Policy revised: September 17, 1990	Policy revised: December 21, 2015
Policy revised: February 15, 1993	
Policy revised: November 20, 1995	
Policy revised: August 18, 1997	