

SCHOOL DISTRICT OF WAUKESHA

EXECUTIVE ADMINISTRATOR POLICIES

February 4, 2011

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ARTICLE I

MANAGEMENT RIGHTS

The School Board reserves all rights not normally delegated to Executive Administrators. Nothing herein shall be construed to limit the Board in the exercise of its management rights. The rights of the Board include, but are not limited to, the following:

- a. To direct all operations of the District;
- b. To establish reasonable work rules and schedules of work;
- c. To delegate authority at its discretion. Unless specifically reserved by the Board, all day-to-day authority for operating the District shall be delegated to the Superintendent of Schools;
- d. To hire, promote, transfer, schedule and assign employees in positions within the District;
- e. To suspend, demote, discharge and take other disciplinary action against employees;
- f. To relieve employees from their duties because of lack of work or any other legitimate reasons;
- g. To maintain efficiency of District operations;
- h. To take whatever action is necessary to comply with State or Federal laws;
- i. To introduce new or improved methods or facilities;
- j. To change existing methods or facilities;
- k. To determine the kinds and amounts of services to be performed as pertains to District operations; and the number and kind of classifications to perform such services;
- l. To contract out for goods or services;
- m. To take whatever action is necessary to carry out the functions of the District in situations of emergency.

ARTICLE II

DEFINITIONS

2.01 As used in this agreement:

- a. Board or District shall mean Board of Education of the School District of Waukesha.
- b. Superintendent shall mean the Superintendent of Schools, or his designee.
- c. Executive Administrator shall mean all Executive Positions including Asst. Superintendents, Executive Directors, Chief Financial Officer and Chief Academic Officer.

ARTICLE III

DEFINITION OF ADMINISTRATION TEAM

- 3.01 Executive Administrators shall be considered part of the administration team and as such shall be responsible to implement and administer the policies and programs of the Board of Education, subject to the direction of the Superintendent of Schools. The Superintendent will consider recommendations of Executive Administrators in developing recommendations and proposals to be submitted to the Board of Education.
- 3.02 These policies are subject to annual review between Executive Administrators and the School Board.

ARTICLE IV

PAYROLL

- 4.01 The total salary, shall be paid in twenty-six (26) installments payable per contract year.
- 4.02 The following voluntary payroll deductions will be made upon properly signed authorizations:
 - a. Waukesha United Fund spread equally over five (5) months with ten (10) deductions beginning with the January 1st check. Authorization shall be in the Business Office by December 1st.
 - b. Any District approved tax sheltered annuity. Authorization shall be submitted to the Payroll Office.
 - c. U.S. Savings Bonds. Authorization to be in the Business Office by August 15th for September 1st check and December 15th for the January 1st check.

ARTICLE V

SALARIES

- 5.01 The salaries of all individuals covered by this agreement are set forth by the Superintendent in consultation with the Board of Education.

ARTICLE VI

TEMPORARY ABSENCE

- 6.01 Personal Illness: Executive Administrators may be absent for twelve (12) days in a school year with full pay. Unused sick leave is cumulative up to a total of one hundred and twenty (120) days with full pay. Executive Administrators will be credited with 12 days of sick leave at the beginning of the contract year.
- 6.02 Civil Needs: Executive Administrators shall be allowed time off, without loss of pay or sick leave, when performing jury duty, when subpoenaed to appear before a public body, commission or court (unless named the defendant and is convicted). Any pay received for service performed while so absent must be endorsed over to the Waukesha School Board up to an amount equal to payments from the Board.
- 6.03 Family Needs: Of the sick leave days granted annually, five (5) days may be granted for death or serious illness in the immediate family. Immediate family is described as husband, wife, children, parents, brothers and sisters of Executive Administrators or their spouse, or any person living in their household.
- 6.04 Other Cases:
- a. Two (2) days of the annual sick leave days may be used for personal business and/or funerals of other than persons in the immediate family. Such absence is to be approved by the Superintendent in advance.
 - b. Absence for other reasons may be arranged for with the Superintendent and will not ordinarily be with pay.
 - c. The Superintendent, or appropriate administrator, may approve absence with pay for committee work or attendance at conferences which the administration deems are beneficial to the educational process.
- 6.05 Sabbatical leave may be granted upon recommendation of the Superintendent and approval of the Board.
- 6.06 A sabbatical will be paid in the amount of 50%. Recipients of the leave agree to return to their position for three (3) years. Failure to do so will require repayment of the leave stipend. One-third will be forgiven for each of the three required years.
- 6.07 Upon return from a sabbatical leave, individuals shall be restored to their former position or to a position of at least like nature and status. All accrued rights of retirement, leave with pay, salary increments, and other benefits shall be preserved and available to Executive Administrators during the sabbatical leave of absence.

- 6.08 The Board may grant extended leaves of absence, without pay, for a period of up to two (2) years to an Executive Administrator who has completed more than three (3) years of employment in the District. Requests for such leaves shall be applied for, in writing, stating the starting and ending dates for the leave and the purpose of the leave. Upon return from such leave, Executive Administrators will be reinstated as if they had been actively employed by the Board during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent.
- 6.09 Executive Administrators whose personal illness extends beyond the period compensated for will be granted a leave of absence, without pay, for a period of one year, renewable for such time as is necessary for complete recovery from such illness. Upon return from such leave, Executive Administrators will be assigned to a substantially equivalent position as available. Notice of fitness and intent to return shall be given so as to allow adequate time to arrange an appropriate vacancy.

ARTICLE VII

INSURANCE

- 7.01 Life insurance shall be compensated at the rate of 2.0 times the annual salary.
- 7.02 During the 2007-08 school year the Employer shall provide the Wisconsin Education Association Trust Preferred Option #3 to include a \$250.00 single plan and \$500.00 family plan deductible. Employees participating in the health insurance coverage will contribute five percent (5%) per month towards the health insurance premium. Future health insurance benefits will be determined through formal approval by the Board of Education.
- 7.03 Effective February 1, 2010 employees are enrolled in the United Healthcare Choice Plus Plan. Beginning February 1, 2011 employees participating in the health insurance coverage and having met the requirements for the Wellness Plan participation shall contribute 5% per month of the applicable health insurance premium. If the employee has not met the requirements for participation in the Wellness Plan the premium share shall be 10% (5% additional).
- 7.04 Option Plan: In lieu of health insurance, Executive Administrator members may participate in the District's Option Plan that includes a tax sheltered annuity. The total available for each employee that opts for this plan shall be \$399.70. For mid-managers hired into their current positions after January 1, 2011, when the Executive Administrator member is eligible to be covered by the District's health insurance plan through another person employed by the School District of Waukesha, the Executive Administrator employee(s) shall not access the Option Plan in lieu of health insurance.

ARTICLE VIII

WELLNESS PROGRAM

- 8.01 Employees are required to participate in a wellness program consistent with District norms. Employees are able to submit a waiver to request out of the wellness requirement.

ARTICLE IX

PERSONAL INJURY AND LIABILITY BENEFITS AND PROTECTION

- 9.01 Whenever Executive Administrators are absent from school as a result of personal injury caused by an assault, occurring in the course of employment, they will be paid full salary for the period of such absence and no part of such absence will be charged to annual sick leave. Any benefits received under Workmen's Compensation Act will be turned over to the CFO/Director of Business Services. At such time as Executive Administrators are eligible for long term disability payments, that program shall be invoked and the Board's obligation to make payments under this section shall terminate.

ARTICLE X

PHYSICAL EXAMINATIONS

- 10.01 All new Executive Administrators shall have a TB screening and physical examination. These shall be paid for by the Board if done as directed by the administration.

ARTICLE XI

AUTOMOBILE ALLOWANCE

- 11.01 Automobile allowance paid by the School District of Waukesha will normally include in-district and out of district mileage that is incurred as part of an assignment for Executive Administrators. Mileage expenses for conferences, workshops, in-services and curriculum study are excluded from the regular transportation reimbursement account. Compensation for mileage reimbursement shall be handled in the same manner as defined in 11.02.
- 11.02 All Executive Administrators will receive a stipend for in-district mileage that is incurred as part of an assignment for Executive Administrators. Stipend will be determined for Executive Administrators groups as defined by level (elementary, middle, high) of school.

ARTICLE XII

CONTRACTUAL YEAR

- 12.01 The Executive Administrators contractual year shall start on July 1 and end June 30 of odd numbered years in accordance with state statutes.

ARTICLE XIII

TRANSFERS

- 13.01 The Superintendent has the authority to make administrative assignments and transfers. Staff members who are reassigned or transferred involuntarily will have an opportunity to discuss the reassignment or transfer with the Superintendent.

ARTICLE XIV

RETIREMENT FOR EMPLOYEES HIRED BEFORE JANUARY 1, 2005

- 14.01 Retirement shall be in accordance with the appropriate provisions of Wisconsin state statutes.
- 14.02 Executive Administrators who retire at age fifty-five (55) or older may carry the group health insurance by paying the premium in advance by September 15th.
- 14.03 Executive Administrators who are retired and are over sixty-five (65) years of age may remain in the school health insurance group by paying the Medicare carve-out rate in advance by September 15th. This implies that they must carry the supplementary Medicare plan.
- 14.04 If a retiree and spouse are on the school health insurance, the surviving spouse may remain in the plan if they desire and make the payments as provided in 13.02/13.03 above.
- 14.05 Terminal bonus will be the same as that granted under the teacher contract.
- 14.06 Group Life Insurance for retirees is as follows:

The Board shall provide for all employees a group term life insurance policy to be equal to 200% of the employee's annual salary. The policy shall include an extended term benefit in accordance with the following table of coverage reductions:

From 65th birthday until 66th birthday-75% of full benefit
From 66th birthday until 67th birthday-50% of full benefit
From 67th birthday and thereafter-25% of full benefit

- a. Employees retiring as an administrator for the School District of Waukesha with less than ten (10) years of service shall have life insurance terminated at date of retirement.
- b. Employees retiring with ten (10) or more years of service for the School District of Waukesha are entitled to up to three (3) years of life insurance paid by the District. Employees may continue to pay premiums after such three (3) years to age sixty-five (65). At age sixty-five (65), the District will pay premiums until death.
- c. Employees retiring at sixty-five (65) or older, with less than ten (10) years of service for the School District of Waukesha, may continue by paying their own premiums.
- d. Employees retiring at sixty-five (65) or older, with ten (10) or more years of service for the School District of Waukesha, will be continued with the Board paying the premium.
- e. Employees who became totally disabled before age sixty (60) will be continued during period of disability with premium paid by WEA.
- f. Employees who become totally disabled between the ages of 60-65 may continue by payment of his/her own premium. Those reaching sixty-five (65) years of age, with ten (10) or more years of service for the School District of Waukesha, will qualify under (d) above.

14.07 WRS and Insurance Benefits:

Retirement benefits shall be available to employees fifty-five (55) and older, who retire from their regular duties.

- a. Eligibility: Employees who have been employed at least ten (10) years in the District as an administrator for the School District of Waukesha.
- b. Retirement will normally be effective at the end of the school year. Retirement requests must be received prior to February 1.
- c. Contribution: The District will pay the actuarial reduction penalty of a retirement annuity for the employee who has worked in the unit for 15 years to a maximum of two years as determined by WRS. This payment will be made in full directly to WRS upon receipt of the final calculation of the actuarial reduction penalty. Employees shall be eligible to receive retirement benefits from the Wisconsin Retirement System (WRS) as authorized by Wisconsin Statute 40.23(2m)(g), and the administrative rules, as amended or re-codified from time to time.
- d. Insurance Coverage:
 1. The Board shall make the same hospital/surgical insurance contributions on behalf of retirees that is made on behalf of all other unit employees; except that, where a retiring employee becomes eligible for Medicare, the Board shall pay the cost of the Medicare policy plus the cost of additional insurance coverage which when added to Medicare, is equivalent to the coverage provided all unit employees. This Board-paid coverage will remain in effect for three (3) years. An additional four and one-half (4.5) years of the same coverage will be paid by the Board fixed at the same premium as in the third year of retirement. If there is additional amounts due, the retiree will pay that amount directly to the carrier. Spouses would continue to be covered for the same period in the event of the employee's death. Employees who retire with at least fifteen (15) years in the unit may apply the value of accumulated sick leave in excess of ninety (90) days to the maximum sited in 6.01 to offset any premiums due. The value of the unused sick leave will be calculated at the rate of the employee's daily rate.
 2. Retirees who wish to maintain other insurance coverages shall, subject to the rules of the carrier, make the necessary payments directly to the carrier for the desired coverages. In the event payment cannot be made directly to the carrier, payment shall be made directly to the District.
 3. Retirees may continue participation in the District health insurance program following termination of District-paid coverage by paying the premium as outlined in paragraph (1) above.

14.08 Unused vacation payout: Executive Administrators who have been with the unit for ten (10) years and retire are eligible to be reimbursed up to a maximum of fifty (50) days for unused vacation days. The administrator can elect to use unused vacation to pay for District sponsored health insurance premiums. The purpose of this section is not to encourage the forgoing of vacation but to compensate those who are forced to forgo use because of District demands.

Vacation will be prorated for Executive Administrators when their date of retirement occurs on a date other than July 1.

ARTICLE XV

RETIREMENT FOR EMPLOYEES HIRED AFTER JANUARY 1, 2005

- 15.01 Retirement shall be in accordance with the appropriate provisions of Wisconsin state statutes.
- 15.02 Executive Administrators who retire at age fifty-seven (57) or older may carry the group health insurance by paying the premium in advance by September 15th.
- 15.03 Executive Administrators who are retired and are over sixty-five (65) years of age may remain in the school health insurance group by paying the Medicare carve-out rate in advance by September 15th. This implies that they must carry the supplementary Medicare plan.
- 15.04 If a retiree and spouse are on the school health insurance, the surviving spouse may remain in the plan if they desire and make the payments as provided in 15.02/15.03 above.
- 15.05 Terminal bonus will be the same as that granted under the teacher contract.
- 15.06 Group Life Insurance for retirees as follows:

The Board shall provide for all employees a group term life insurance policy to be equal to 200% of the employee's annual salary. The policy shall include an extended term benefit in accordance with the following table of coverage reductions:

From 65th birthday until 66th birthday-75% of full benefit
From 66th birthday until 67th birthday-50% of full benefit
From 67th birthday and thereafter-25% of full benefit

- a. Employees retiring as an administrator for the School District of Waukesha with less than ten (10) years of service shall have life insurance terminated at date of retirement.
- b. Employees retiring with ten (10) or more years of service for the School District of Waukesha are entitled to up to three (3) years of life insurance paid by the District. Employees may continue to pay premiums after such three (3) years to age sixty-five (65). At age sixty-five (65), the District will pay premiums until death.
- c. Employees retiring at sixty-five (65) or older, with less than fifteen (15) years of service for the School District of Waukesha, may continue by paying their own premiums.
- d. Employees retiring at sixty-five (65) or older, with ten (10) or more years of service for the School District of Waukesha, will be continued with the Board paying the premium.
- e. Employees who became totally disabled before age sixty (60) will be continued during period of disability with premium paid by WEA.
- f. Employees who become totally disabled between the ages of 60-65 may continue by payment of his/her own premium. Those reaching sixty-five (65) years of age, with fifteen (15) or more years of service for the School District of Waukesha, will qualify under (d) above.

15.07 Insurance Benefits:

Retirement benefits shall be available to employees fifty-seven (57) and older, who retire from their regular duties.

- a. Eligibility: Employees who have been employed at least fifteen (15) years in the District as an administrator for the School District of Waukesha.
- b. Retirement will normally be effective at the end of the school year. Retirement requests must be received prior to February 1.
- c. Insurance Coverage:
 1. The Board shall make the same hospital/surgical insurance contributions on behalf of retirees that is made on behalf of all other unit employees; except that, where a retiring employee becomes eligible for Medicare, the Board shall pay the cost of the Medicare policy plus the cost of additional insurance coverage which when added to Medicare, is equivalent to the coverage provided all unit employees. This Board-paid coverage will remain in effect for three (3) years. An additional two years of the same coverage will be paid by the Board fixed at the same premium as in the third year of retirement. If there is an additional amount due, the retiree will pay that amount directly to the carrier. Employees who retire with at least fifteen (15) years in the unit may apply the value of accumulated sick leave in excess of ninety (90) days to the maximum sited in 6.01 to offset any premiums due. The value of the unused sick leave will be calculated at the rate of the employee's daily rate. Spouses would continue to be covered for the same period in the event of the employee's death.
 2. Retirees who wish to maintain other insurance coverages shall, subject to the rules of the carrier, make the necessary payments directly to the carrier for the desired coverages. In the event payment cannot be made directly to the carrier, payment shall be made directly to the District.
 3. Retirees may continue participation in the District health insurance program following termination of District-paid coverage by paying the premium as outlined in paragraph (2) above.
 4. For employees hired after February 9, 2011: Payments under the retirement provisions shall not exceed \$75,000 for each employee. Notwithstanding any other provision of this agreement, the Board's contribution towards health insurance or any other repayment shall cease once this cap is reached.

- 15.08 Unused vacation payout: Executive Administrators who have been with the unit for ten (10) years and retire are eligible to be reimbursed up to a maximum of forty five (45) days for unused vacation days. The administrator can elect to use unused vacation to pay for District sponsored health insurance premiums. The purpose of this section is not to encourage the forgoing of vacation but to compensate those who are forced to forgo use because of District demands.

APPENDIX A

1. Procedure for Evaluation:

1.01 Executive Administrators will be evaluated annually during the first three years in a position and every other year alternating with the contract renewal year thereafter. The evaluation will be conducted in accordance with board policy #4117.

2. Vacation Schedule:

2.01 The school year for Executive Administrators is a fifty-two (52) week schedule less the vacation listed.

2.02 Schedule of Vacation Time:

a. Four (4) weeks vacation = 10 years or less experience in education.

b. Five (5) weeks vacation = 11-15 years experience in education.

c. Six (6) weeks vacation = 16 or more years experience in education. Individuals must have been employed in an Executive Administrator position during or before the 1980-81 school year to receive six (6) weeks vacation. Individuals employed after the 1980-81 school year will receive a maximum of five (5) weeks vacation.

2.03 Carryover: Executive Administrators are expected to use vacation during the fiscal year, July 1 through June 30. Carryover may be requested from the Superintendent. Any carryover must be used within the next fiscal year. The District will limit the amount of vacation allowed for carryover each year to an amount no larger than 50% of the Executive Administrator's annual allocation of vacation for that given year.

2.04 No vacation payout: There is no payout for unused vacation days for any staff except as outlined in Articles XIV and XV retirement. Anyone who leaves the District for any reason other than retirement forfeits any unused vacation.

2.05 Holidays - 10 days:

- | | |
|---------------------|---------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Day after Thanksgiving |
| 3. Memorial Day | 8. Day before Christmas |
| 4. Independence Day | 9. Christmas |
| 5. Labor Day | 10. Day before New Year's |

If any of the above named holidays fall on a Saturday or Sunday, a different day will be designated as the holiday.

3. Fringe Benefits:

- 3.1 Retirement: The Board shall contribute the current percentage rate as determined by the Wisconsin Retirement System.
- 3.2 Liability Insurance: The Board shall continue to carry a liability policy for each member according to established policies now in effect.
- 3.3 Executive Administrators will be reimbursed for professional development coursework. (Actual cost not to exceed the credit cost charged by UWM for the term in which the course was taken.) This course work may be either graduate or undergraduate up to a maximum of fifteen (15) credits every five (5) years. Courses are subject to approval, in advance, and evidence of credits shall be submitted to the Superintendent or designee.

The District will not reimburse Executive Administrators for course work that is taken to fulfill licensure requirement relating to the position for which they are currently assigned.

Executive Administrators will need to repay the District in those situations per a plan as follows:

- Employee will reimburse the District 100% of the monies paid if they resign within one year from date of reimbursement.
- Employee will reimburse the District 50% of the monies paid if they resign within two years from date of reimbursement.
- Employee will reimburse the District 25% of the monies paid if they resign within three years from date of reimbursement.

APPENDIX B

(NON-RENEWAL, LAYOFF)

- A. The District will adhere to appropriate Wisconsin state statutes regarding the renewal and refusal to renew an administrative contract.
- B. Executive Administrators affected by the elimination of an administrative position may exercise their rights to Section 19.12 of the teachers' Master Agreement at the initial time of layoff, providing the administrator has previously taught in the District. Section 19.11 plus Appendix A of the teachers' Master Agreement will determine the place of Executive Administrators on the teachers' salary schedule.

The Board and central office will make reasonable effort to provide employment for Executive Administrators who are laid off and who are not covered by Section 19.11 of teachers' Master Agreement.

- C. Executive Administrators affected by the elimination of a position will be granted an interview for future administrative vacancies for which the individual is presently certifiable.

APPENDIX C

PROCEDURE FOR EXECUTIVE ADMINISTRATOR PROPOSALS AND CONSIDERATIONS

The purpose of establishing procedures for Executive Administrator proposals and considerations is to establish a tone of trust and purposefulness to the discussions:

- a. The Superintendent and/or his designees and Executive Administrators should enter into yearly discussions at a time when decisions on budget, salary, and conditions are being made. The Superintendent is in the best position to know when input is appropriate.
- b. Discussion of procedures, as established in the previous year, should be an early item for discussion.
- c. Items for discussion should be developed on two levels. One level would be on the proposal. The object would be to adjust salary items or working conditions included in the Executive Administrators Salary Policy. The second level would be "items for consideration." These would be concerns that relate directly to the working effectiveness of Executive Administrators but do not fall under the definition of salary policy items. Items for consideration can be presented by either the Superintendent or by Executive Administrators Committee. Their purpose may be to simply raise awareness of concern or they may be a request to probe for a solution over a period of time. The intent would not be to add them to Executive Administrators Policy.
- d. Non-salary items can come either from Executive Administrators or from the Superintendent. The reasoning behind an item should be discussed and there should be an opportunity to develop and present alternative approaches.
- e. Initial proposals on salary items and salary structures should be made by Executive Administrators. The proposals would normally be based on the "standards" listed below.
- f. Decisions on salary should be made after an analysis and discussion of the following standards:
 1. Inflation rates
 2. Equity with other groups in the School District of Waukesha
 3. Comparison with area districts
 4. Ability to pay and budget considerations
- g. The Superintendent will take the opportunity to share considerations with the full Board before decisions are made.
- h. Executive Administrator's Salary Policy should be brought up-to-date each year.