



November 10, 2016

To: Board of Education
From: Jennifer Cheatham, Superintendent of Schools
RE: Modifications to the MMSD Employee Handbook

Handbook Review Process

Pursuant to the terms of the Handbook, a Review Committee comprised of District and employee representatives will meet at least annually to review the Handbook for possible revision. Revisions on which the Review Committee can reach consensus will be forwarded by the Superintendent to the Board for final approval. On any area where a consensus is not reached, the Superintendent shall make a determination and recommendation to the Board for final approval.

Proposed Revisions

The Review Committee and several subcommittees met throughout the summer. The Review Committee was able to reach consensus on several items. The Review Committee agreed to the following (language changes are attached):

Substitute Teachers

- Modify the assignment language to reflect actual practice.
- Modify the health insurance language to conform to ACA requirements.

Special Education

- Minor language changes on procedural updates and the providing of class coverage in order to provide clarity.
- Delete outdated reference to five-year old early childhood teachers.

Calendar

- Add an additional training day for new teachers (for a total of 3) to better meet the needs of and provide information to staff new to the District.
- Eliminate the language requiring a 10 day winter break and a 6 day spring break in order to provide flexibility when determining the school calendar.
- Provide the District with discretion to add up to two additional professional development days during the school year as a means of offering more training opportunities without incurring additional costs.

Additional Pay

- Codify the current practice for paying a stipend for career internship advisors.
- Create language giving the District discretion to provide stipends for work not otherwise covered in the Handbook. This provides the District with the flexibility to compensate staff for additional work.
- Modify the extended employment language to have a single hourly rate. The prior language which required paying a different rate based on years of experience was cumbersome to implement and now everyone receives the same pay for the same work.
- Create language to provide for a \$25 per hour rate for working on Central Office developed curriculum and attending Central Office professional development that is aligned to District priorities. The purpose of paying a higher hourly rate than the extended employment rate is to encourage participation and recognize the importance of Central Office curriculum work and professional development on District priorities.
- Modify the language on summer school to change the hours required for summer school teachers from 30 hours per week to 25 (go from 22.5 hours instruction and 7.5 hours prep to 22.5 hours instruction and 2.5 hours prep). Such a change will increase the hourly rate of pay for summer school teachers and hopefully increase the interest in these positions.

HR Issues

- Provide for a modest increase in the resignation fees. Our fees are far lower than surrounding districts and hopefully the higher fees will deter late resignations.
- Modify the surplus placement language to include physical education in the process currently used to place art and music surplus staff. This placement process results in a more efficient means of staffing schools.
- Modify the Professional Advancement Credit (PAC) language to streamline the process for reviewing and granting credit.
- Create notification language regarding Bone Marrow Donor Rights as required by law.
- Include notice language on the use of medical information obtained as part of the Wellness Program as required by law.
- Modify the language regarding tax sheltered annuities to limit participation to three plans. There are currently 19 plans which are difficult to administer and with fewer plans employees can be provided with more comprehensive information to inform their choices.

Recommendation

I recommend that the Board adopt the above-referenced modifications to the MMSD Employee Handbook with such modifications being effective July 1, 2017.

Language Modifications

Substitute Teachers

1.01 Daily

Principal's A school's and/or teacher's requests preferences for a given substitute, ~~as communicated via the building principal to the Department of Human Resources,~~ shall be given priority for all assignments of six (6) days or less.

Should no request be made, the following sequence will apply:

1. Substitute teachers who hold like certification to the vacant position shall next be called for assignments.
2. If the District is not able to place a substitute per 1. above, the District may call other substitutes holding teacher certification or permit-holding substitutes

1.02 Long Term

Principal's A school's and/or teacher's requests preferences for a given substitute, ~~as communicated via the building principal to the Department of Human Resources,~~ shall be given priority for all assignments of seven (7) days or more provided the requested substitute teacher holds like certification to the vacant position.

If the assignment remains unfilled, the District will contact substitutes holding like certification to the vacant position and if the assignment continues to remain unfilled, the District will call other qualified substitutes.

1.03 Job Notification

When offering an assignment, the District shall notify the prospective substitute teacher of the following information:

- 1) School Name/Location
- 2) Teacher Name (when applicable)
- 3) Start time of the assignment
- 4) End time of the assignment
- 5) Assignment
- 6) Expected amount of compensation or FTE
- 7) Special instructions related to the assignment

~~The District shall make every reasonable effort to inform the substitute of his/her assignment twelve hours in advance of said assignment. (Reasonable effort shall include, when possible, when making assignments the afternoon before the day of the assignment, that the District shall call the substitute at the school to which he/she is assigned for that day).~~

When possible, where the teacher for whom a substitute is teaching planned a field trip, the substitute will be notified of the field trip when he/she is notified of the assignment. The substitute, with the concurrence of the principal, will attend. If the substitute was not notified of the field trip prior to accepting the assignment and is uncomfortable attending

same, the building principal, or designee, may provide other suitable work in the building.

When on assignment the building principal, or his designee, shall make available for the substitute a copy of the appropriate school policies (including school district emergency procedure booklet), a map of the school, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule, bell schedule when applicable, the name and phone number of any individual designated in charge of discipline or who may provide assistance if necessary (e.g., Dept. Chair, Learning Coordinator, etc.) and access to the classroom at least 30 minutes before assignment is to commence or upon arrival. Seating charts, class schedule and lesson plans for all classes to be taught should be provided to the substitute. Board of Education policies will be available to the substitute upon request.

8.01 Health Insurance

Eligibility

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Contribution

Extended long-term substitutes who are eligible for health insurance as set forth in Section 2.01 above and who elect such coverage shall receive the same District contribution toward their health insurance as contracted teachers.

Subject to paragraph a. below, the District will contribute the full premium cost for the lowest cost individual plan single coverage to eligible substitute teachers who elect to participate in HMO coverage available through the District. Eligible substitute teachers will be those who meet the criteria for being a full-time employee under the Affordable Care Act (i.e. working on average 30 hours per week during the eligibility measurement period) and who remain in the active substitute pool during the coverage year. All hours worked for the District in any capacity will be counted toward the 30 hour per week average.

~~Eligibility Period = Previous School Year Available Work Days~~

~~Coverage Period = School Year when receiving benefits, based on Eligibility Period~~

~~Avg. 30 hours per week = 1000 hours per school year in combined District employment, including part-time hours in other positions (e.g. Teacher, SEA, etc.)~~

- a. The District can require employees to make insurance premium contributions not to exceed 10% of the monthly insurance premium for both single and family coverage.

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Special Education

5.02 Training and Inservices

Staff will be provided with updates to IDEA and District procedures on an annual basis or when revised guidance is issued due to federal, state or district procedural changes.

Required professional development for special education teachers will include CMI training (including recertification), OASYS training and LEA training (including recertification). At the building level, special education team/student services team meetings are required at least monthly. Within the first two years of employment all special education teachers will be required to complete Responsive Classroom and/or Developmental Designs professional development.

5.03 EP Evaluations

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C. Early Childhood (~~5-year-old program~~) - Responsible for only reevaluations for students assigned to them not to exceed six (6) evaluations.

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5.06 Compensation for Meetings

Teachers who participate in an official IEP Team meeting which extends beyond or occurs after the workday to accommodate a parent's schedule shall be compensated at their extended contract rate.

A PST may work a flexible schedule to accommodate IEP meetings, trainings and/or other meetings/events that extend beyond the workday. The PST will work with his/her supervisor to determine the amount of flex time and when the time will be taken.

When IEP meetings are held during instructional time, teachers who are appointed by an administrator as a member of the IEP Team shall be ~~accorded release time~~ provided class coverage.

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Calendar

4.06 School Calendar

The calendar consists of 1945 days for teachers new to MMSD and 192 days for teachers beyond their first year of employment in MMSD. The days are delineated as follows: 4 days of learning/ preparation prior to the start of the school year, 1 voluntary day prior to the start of the school year, 4 paid legal holidays (Labor Day, Thanksgiving Day, Martin Luther King Jr. Day and Memorial Day), 4 up to 6 staff only days during the

student school year (to be determined by the District) and between 177 and 179 other required attendance days (actual number is contingent on the number of staff only days). The calendar will also continue to include a ~~two week (10 day)~~ winter break and a ~~one week (six day)~~ spring break the length of breaks will be determined annually as part of the Handbook process.

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During the school year there will be up to ~~one (1)~~ six (6) full staff only day per ~~quarter~~ year. The structure of the day will be determined collaboratively at the building level by the principal and the SBLT. Such time shall include collaborative learning that supports and enhances the quality of teaching and is aligned to each school’s SIP goals and strategies.

Teachers new to MMSD will have ~~two~~ three additional work days prior to the four days referenced above for induction and training. Teachers will receive a total of ~~two (2)~~ three (3) Professional Advancement Credits for these induction/training days (i.e. 1 PAC credit per day).

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If there is a need to make up instructional minutes due to inclement weather, the District, in consultation with the Handbook Review Committee, will determine how best to add the time necessary to meet state standards on hours of instruction (including eliminating Staff Only days, eliminating Monday Early Release time or adding minutes to the instructional day).

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Additional Pay

1.05 Additional Compensation

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Career Internship Stipend

Career Internship instructors will receive a stipend for time spent performing their roles and responsibilities outside of the school day and/or school year. The stipend will be based on the number of students successfully placed in an internship position(s) prior to March 1. Successful placement, for the purposes of stipend allocation, is defined as at least a 45-hour experience. The 45-hours may be accumulated from one or more than one internship placement in a business/organization and/or community location.

Number of Students Placed	Stipend
5-10	\$750
11-15	\$1000
16-20	\$1250
21-35	\$1500
26-30+	\$1750

Stipends

The District has the discretion to pay stipends to teachers for additional work which is not otherwise compensated under the terms of the Handbook.

Extended Employment

Librarians and teachers working on Curriculum, Staff Development, Federal Projects, and professional non-pupil contact positions after school is recessed for the summer and before school commences in the fall according to the official calendar of the District, shall be compensated at the rate of \$15.30 per hour. ~~one of the following three (3) base rates:~~

~~Base 1 is applied to the teacher's first involvement in this program. Teachers so employed shall be compensated at the rate of three hundred and thirty dollars (\$330) per week.~~

~~Base 2 is reached after four (4) previous years of service in a position covered by this schedule but not less than a total of sixteen (16) weeks during those four (4) years. For credit in any one (1) year a teacher must have worked a minimum of one (1) week in summer school or in covered activities. Teachers so employed shall be compensated at the rate of three hundred and ninety three dollars (\$393) per week.~~

~~Base 3 is reached after eight (8) years of service in a position covered by this schedule but not less than a total of thirty two (32) weeks during those eight (8) years. For credit in any one (1) year a teacher must have worked a minimum of one (1) week in summer school or in covered activities. Teachers so employed shall be compensated at the rate of four hundred and fifty nine dollars (\$459) per week.~~

The District may adjust these ~~Base Rates~~ this rate but they it shall not be lower than the rates reflected above.

Central Office Provided Professional Development

Teachers who attend Professional Development offered by Central Office that is aligned to District priorities (e.g. report cards, tech plan, CMI, new core materials) and/or is determined to be a critical part of sound fundamental teaching practices (e.g. Interventions, Developmental Designs) will be additionally compensated at \$25 per hour for such attendance beyond their contract day/year as such is defined herein. The District will clearly designate those course offerings to which this additional compensation applies.

Central Office Developed Curriculum

Teachers working under the direction of Central Office staff on curriculum (including writing, development, materials selection) that is designed to benefit the District and/or be used District-wide will be additionally compensated at \$25 per hour for such service beyond their contract day/year as such is defined herein.

3.05 Summer School Assignments

Wages

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Hours of Employment

The hours of employment listed below are to be construed as relating directly to the current salary agreement for summer employment. It is understood that directors of various summer projects may have flexibility in the scheduling and operation of their various activities. The weekly hours of employment are based on ~~thirty (30)~~ twenty-five (25) hours per week.

Summer School teaching –four and one-half (4.5) hours plus preparation/mandatory staff meetings

Librarians (in school libraries) – ~~six (6)~~ five (5) hours

HR Issues

3.02 Surplus, Vacancies and Transfers

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Art, Physical Education and Music Assignments

~~The parties agree that~~ It is in the best interests of staff and students to assign Art, Physical Education and Music teaching staff in the most efficient way possible, limiting the number of sites and travel time and filling fulltime positions with one teacher whenever possible. The District will annually prepare a staffing plan for each discipline (i.e. Art, Physical Education and Music) based on the following parameters:

- a. Full-time teachers shall remain full-time unless they agree to a contract reduction;
- b. Full-time teachers who are assigned to one location will not be reassigned unless the allocation at that school is reduced or unless said teacher requests a reassignment;
- c. The District will configure school combinations considering geographic location and schedules;
- d. The District will consider the preferences of teachers, seniority and the available assignments when placing teachers, including full-time teachers already assigned to one location, who formally request to be considered for other positions.

3.04 Resignation

1. The resignation of an employee should be made in writing to the Executive Director of Human Resources for presentation to the Board of Education as early as possible. The sum referenced below is a reasonable estimate of the actual damages caused by late resignation, and shall be accordingly assessed to the employee:

- a. Resignation after the last day of the school year or the date that individual contracts are due, whichever is later, \$200 400.
 - b. Resignation after July 1, \$250 450.
 - c. Resignation after August 1 through the subsequent school year, \$300 500.
 - d. Any teacher who resigns without providing at least 30 days written notice prior to the next scheduled day of work (including paid voluntary attendance days) shall be assessed an additional \$ 100.
2. The liquidated damages will be deducted from the employee's last paycheck(s).
3. The District has the discretion to waive the resignation fee in extenuating circumstances.

Professional Advancement Credit

~~1. A Professional Advancement Credit Committee (PACC) of six (6) members—three (3) members appointed by the Superintendent of Schools and three members appointed by the President of Madison Teachers—has the responsibility to review professional advancement courses, conditions necessary to obtain credits, and credit allotted for each course.~~

~~a. The committee shall meet four (4) times per year, or at the direction of the joint co-chairpersons of the Committee. Regular meetings shall be held in September, October, February, and May at a time and place mutually agreed upon by the co-chairpersons. Any of the above meetings can be waived upon mutual agreement of the co-chairpersons. One member will be appointed as recording secretary. The committee's decision relative to the granting of Professional Advancement Credit shall be final.~~

~~b. Between the regularly scheduled meetings, approving action can be taken on inservice course proposals via the following criteria:~~

- ~~1) A copy of the course proposal along with a reaction form will be mailed to each PACC member by the administration's co-chairperson.~~
- ~~2) PACC members will react in writing in one of three (3) ways to the mailed proposal:~~
 - ~~a) I approve this inservice course proposal.~~
 - ~~b) I reject this inservice course proposal for the following reason(s):~~
 - ~~c) I wish to discuss this inservice course proposal with the PACC membership before rendering a decision.~~
- ~~3) Only by unanimous approval of PACC members will inservice course approval be allowed via the mail. One or more "dissenting" reactions (rejection or call for discussion) will table the proposal until the next regularly scheduled meeting.~~
- ~~4) The administration committee appointees shall designate one of their members to be responsible for all paper work.~~

~~c. 1)~~

1. A standard form shall be used by teachers who request professional advancement credit for any activity other than approved inservice courses and academic credit.

2) 2. The teacher submits a request for a credit, in writing on the appropriate form, to the Department of Human Resources and a bona fide proof of eligibility for credit on or before October 1 and February 1 of each year. Even though credits earned are above those required for movement over an improvement/incentive level, said credits must be reported/requested within the school year during which the experience occurred; however, if a teacher earns credits which are not required to cross an improvement level or incentive level, said excess credits can be used in the subsequent improvement/incentive level.

3. The Department of Human Resources will review professional advancement courses, conditions necessary to obtain credits, and credit allotted for each course in order to determine whether credit should be granted. A decision by the Department of Human Resources not to grant credit can be appealed to the Professional Advancement Credit Committee (PACC). MTI shall be notified in those instances where credit has been denied. The PACC shall consist of six (6) members -- three (3) members appointed by the Superintendent of Schools and three members appointed by the President of Madison Teachers. The committee's decision relative to the granting of Professional Advancement Credit shall be final.

4. Timeline for Review

September Meeting – Activity during past school year and most recent summer with payroll adjustments appearing on the October 1st paycheck.

October Meeting – Activity during past school year and most recent summer submitted after the September 10 meeting with payroll adjustments appearing on the November 1st paycheck.

February Meeting – Activity during first semester of current school year and most recent summer with payroll adjustments appearing on the March 1st paycheck.

May Meeting – Activity during the current school year and most recent summer with payroll adjustments appearing on the following October 1st paycheck.

~~3) The Professional Advancement Credit Committee meets to evaluate and grant credits and cause the same to be posted on the teacher's permanent record.~~

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2.10 Bone Marrow or Organ Donor Leave Policy

Employees who have worked for the District for more than 52 consecutive weeks and worked at least 1,000 hours during the preceding 52 weeks are eligible for leave to be a bone marrow or organ donor. The employee may take up to six weeks of leave in a 12-month period for the purpose of serving as a bone marrow or organ donor if the employee provides the District with written certification that: (1) the donee has a serious health condition that necessitates a bone marrow or organ transplant; (2) the employee is eligible and has agreed to be a bone marrow or organ donor for the donee; and (3) the

amount of time expected to be necessary for the employee to recover from the donation procedure.

The employee must give notice of the need for leave in a reasonable and practicable manner and must schedule the donation procedure so that it does not unduly disrupt the District's operations, subject to the donee's health care provider's approval.

Leave under this policy is unpaid, but employees may substitute paid or unpaid time of any other type provided by the District. Employee benefits, including group health insurance coverage, will be maintained as they would be in the event of a leave under the Wisconsin Family and Medical Leave Act. Taking leave under this policy will not entitle an employee to a right, employment benefit, or position to which the employee would not have been entitled had he/she not taken the leave, including accrual of seniority. Employees returning from a leave under this policy will be returned to their position, if vacant. If their position is no longer vacant, they will be returned to a position having equivalent compensation, benefits, working shift, hours of employment, and other terms and conditions of employment.

3.47 Wellness

The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees. Find more information at: <https://hr.madison.k12.wi.us/wellness-program>

Notice Regarding Wellness Program – [link]

New rules under the ADA require employers that offer wellness programs that collect employee health information to provide a notice to employees informing them what information will be collected, how it will be used, who will receive it, and what will be done to keep it confidential.

5.04 Salary Deferrals –Tax Sheltered Annuities (TSA)

Employees, upon written request to the Department of Human Resources, may participate in a group tax deferred annuity program of their choice from plans authorized by the Board of Education and on file in the Human Resources Department. Employee's currently participating in plans authorized by the Board as of January 1, 2016 shall be able to continue to participate in those plans. As of July 1, 2017 any new participants and those employee's wishing to change plans may only participate in the three (3) plans selected by the District, in consultation with employee representatives. New agents wishing to market tax deferred annuity programs must apply to the Board of Education for authorization to solicit employees. In order to be considered and approved, an agent must be licensed in Wisconsin and maintain an office and residence in the Madison Metropolitan Area or be affiliated with a licensed company with an office located in the Madison Metropolitan Area. The District reserves the right to reject any new company for which additional services are required by such company's operating procedures beyond those provided for companies already authorized. The following rules shall govern said annuity programs:

1. There shall be no solicitation of employees during working hours by the authorized agents.
2. Authorized agents may contact employee representatives during non-contract time in order to request the scheduling of a work site presentation. An employee representative may arrange for a time and location for said meeting. Such meetings may be held only after the contracted teaching day. Notice of such meetings may be posted in the school office and the employee lounge. Individual mailboxes shall not be used for this purpose.
3. ~~The School District reserves the right to require a minimum total of five (5) participants before establishing deductions for any new company. This provision may be invoked if the number of participating companies reaches thirty (30) and it is determined that the provision is necessary for efficiency of operation.~~
4. Agreements to permit initial participation in a tax deferred annuity program shall be made on the proper form to be provided by Human Resources. Completed agreements will be submitted to the Department of Human Resources by the authorized agents.
5. A minimum of ten dollars (\$10) per paycheck shall be permitted for payroll deduction. All other amounts must be in multiples of five dollars (\$5).
6. The employee is responsible for computing a legally allowable maximum deposit.
7. There will be ten (10) deductions for employees paid monthly on a ten (10)-pay basis, and twelve (12) deductions for those on a twelve (12)-pay basis. For employees paid bi-weekly, a deduction will be made from each paycheck with the exception of those employed on a ten (10)-month basis. Such employees will have deductions from each check except the four (4) bi-weekly payrolls during the summer. The District shall deduct the authorized amount from each participant's regular salary check and forward such directly to the company.
8. ~~Employees transferring into the District who have been enrolled in a tax deferred program in another school system may be permitted to continue said program with the approval of the Secretary of the Board of Education subject to the provision noted in #4 above.~~

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