



February 14, 2018

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

### Benefits

- Modify language on tax sheltered annuities to delete outdated language
- Modify language regarding eligibility for childrearing and “other” unpaid leaves and list criteria to be considered when processing “other” unpaid leave requests
- Modify language to provide flexibility for open enrollment dates
- Add Vision and Short Term Disability Insurance to the list of benefit offerings\*
- Modify the language on the timing of the commencement/ending of benefits\*

### Teachers

- Modify language to include a stipend for National Certification for School Psychologists\*
- Modify inconsistent personal leave day language\*
- Modify the job posting language for BRS to be consistent with the teacher language
- Modify snow day language for BRS to be consistent with current practice\*
- Modify Ready Set Go provisions to delete outdated language\*
- Modify language on elementary planning time to reflect current practice
- Modify language on class size to incorporate alternative means to address class size concerns

### Substitute Teachers

- Modify the language regarding compensation for summer school substitutes to reflect actual practice.\*
- Modify the health insurance language to clearly state the minimum threshold to be eligible for District contribution\*.

### Educational Assistants

- Consolidate the EA and SEA salary schedules into a single schedule so they are compensated at the same rate of pay.

### Custodians/Food Service

- Include a provision giving District employees hired into these units credit for months of service in the District consistent with the language applicable to other employee groups.

## **Recommendation**

I recommend that the Board adopt the above-referenced modifications to the MMSD Employee Handbook with the modifications marked with an \* to take effect immediately.

## **Budgetary Items**

*The two items below will be presented through the normal course of the budget process. They will be incorporated into the Handbook pending a successful vote on the 2018/19 Preliminary Budget and would be effective July 1, 2018.*

In addition to the language items listed above, the Review Committee was able to reach consensus on the following:

### Substitute Teachers

- Increase the long-term rate of pay to be calculated off of Track 1, Level 6 of the Teacher Salary Schedule (currently calculated off of Track 1, Level 4) in order to make the long-term rate more competitive with other districts.

### Educational Assistants

- Adjust step increases to recognize years of service due to compression caused by increase in the starting wage

These items will be presented to the Board through the budget process.

## **Language Modifications**

### **SECTION 5 PAY PERIODS**

#### **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. 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 biweekly, 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) biweekly 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.
9. New enrollments are permitted anytime during the calendar year if the proper form is filed with Human Resources. ~~Forms must be received by the District at least twenty (20) working days prior to a payday in order for deductions to begin.~~
10. ~~Internal Revenue Service regulations provide that a salary reduction agreement for a tax deferred annuity program must be for a period of at least one (1) year except that this requirement does not apply to the first agreement that has less than one (1) year to run. The District rules for making a change in a salary reduction agreement are as follows:~~
  - a. ~~No more than two (2) changes in a salary reduction agreement (either an increase or a decrease) are permitted over a calendar year. This may be accomplished at any time during the calendar year but the proper form must be received by the District at least twenty (20) working days prior to a payday on which the change in deduction is to be implemented.~~
  - b. ~~A salary reduction agreement may be stopped during a calendar year at any time if the proper form is submitted to the District at least twenty (20) working days prior to a payday on which the deduction is to be stopped.~~
11. ~~10.~~ If two (2) programs are selected, the salary reduction agreements for both programs must be combined to determine if the total is within the legally allowable maximum deposit.

## **SECTION 14 UNPAID LEAVES OF ABSENCE**

### **14.02 Child Rearing Leave**

A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the Benefits Department at least 90 days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. An employee must have worked for the District for one year in order to be eligible to apply for a child rearing leave.

...

### 14.03 Other Unpaid Leave

A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the anticipated beginning of the leave. Such application will be reviewed and granted or denied in District’s sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year. An employee must have worked for the District for one year in order to be eligible to apply for an other unpaid leave.

#### B. Criteria Considered When Processing Leave Requests:

1. Length of Leave
2. Ability to find a qualified substitute
3. Number of open positions in the department, school and District
4. Turnover within the department/school that would amplify the disruption caused by the leave
5. Is the employee on a performance improvement plan
6. Purpose of the leave
7. Likelihood of employee returning after the leave
8. Number of other non-FMLA or non-medical type of leaves the employee has taken
9. Benefit that granting the leave would provide to the District
10. Supervisor support for the leave

...

## SECTION 15 BENEFITS

### 15.03 Health Insurance

....

**Open Enrollment:** Each year, ~~between October 15 and November 15,~~ During the first semester of the school year prior to December 1, the District will hold an Open Enrollment Period. During this time, any eligible employee, who does not carry health insurance with the District, may enroll in one of the available District health plans with coverage beginning January 1 of the following year.

#### **15.12 Vision Insurance**

The Board shall provide vision insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are set forth in the applicable part of the Handbook covering such employees.

## **Addendums**

### **Eligibility**

Employees who are employed nineteen (19) hours or more per week are eligible for vision insurance provided they make application within thirty (30) days of employment.

OR

Teachers who are employed half-time (.5) or more are eligible for vision insurance.

### **Contribution**

The vision insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

## **15.13 Short-Term Disability Insurance**

The Board shall provide short-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are set forth in the applicable part of the Handbook covering such employees.

## **Addendums**

### **Eligibility**

Employees who are employed nineteen (19) hours or more per week are eligible for short-term disability insurance provided they make application within thirty (30) days of employment.

### **Contribution**

The short-term disability insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

## **Insurance Coverage**

### **Eligibility**

Coverage shall be available the 1<sup>st</sup> day of the month following the commencement of employment.

### **Termination**

#### **12 month employees**

Benefits will cease at the end of the month the resignation/retirement/termination is effective.

10 month employees

If the resignation/termination has an effective date prior to the end of the school year, benefits will cease at the end of the month the resignation/retirement/termination is effective.

If the resignation/termination is effective at the conclusion of the school year, benefits will continue through the end of August.

**ADDENDUM A – TEACHERS**

**SECTION 1 PROFESSIONAL COMPENSATION**

. . .

5. ~~National Board Certification~~ National Board Certification for Professional Teaching Standards  
Upon submission of evidence of completion, a teacher who completes National Board for Professional Teaching Standards (NBPTS) certification, National Certification for School Psychologist (NCSP), or Master Educator license shall be paid one thousand five hundred dollars (\$1,500) per year above the salary placement. This stipend will cease should the employee fail to retain such certification.

. . .

**SECTION 4 PROFESSIONAL HOURS/WORKDAY**

**4.02 Planning Time**

**Teacher Planning Time – Elementary**

Except as provided below, ~~a~~All full-time elementary teachers shall be provided four and one-half (4.5) hours of individual planning time per week during the school day. All such planning time shall be in at least one-half (.5) hour lots.

**~~Monday Professional Collaboration Time (Early Release) – Elementary~~**

~~The use of Monday Professional Collaboration~~ Early Release time will be determined collaboratively at the building level between the principal and the leadership team by the time School Improvement Plans (SIP) are approved for the following year. If consensus is not reached by the time the plan is submitted for approval, the principal makes the final decision.

**~~Monday Professional Collaboration~~ Early Release Time will be used for:**

Structured team planning – ~~On t~~Three Mondays a month teachers will engage in structured collaborative planning with an established grade level or content team for one hour. Structured means guaranteed planning in which teams of teachers plan their core instruction, including use of instructional materials, strategies, and assessments, and reflect on student progress. For the remainder of these three

Early Release Mondays, teachers will engage in individual planning. For teacher teams that engage in this structured team planning during the school day rather than during Monday Early Release Time, Monday Early Release Time will be used for individual planning.

. . . .

## **SECTION 10 LEAVES/ABSENCES**

### **10.04 Personal Leave**

Five (5) personal leave days shall be permissible as follows:

Teaching personnel will be permitted to be absent from school responsibilities for any purpose without pay. Such absence will be in at least one-half (1/2) day increments and shall be for a reason which necessarily cannot be met outside the school day.

The teacher will be expected to notify the school principal at least three (3) working days prior to such absence. Personal leave will not be granted during the first or last ~~two (2)~~ weeks of any semester except under extenuating circumstances which may be approved by the Superintendent.

. . . .

## **SECTION 13- BRS**

### **13.05 Assignment, Reassignment and Involuntary Transfer**

. . . .

#### **Job Posting**

. . . .

Vacancies occurring during the four (4) weeks prior to the first week of school and during the first two (2) weeks of school need not be posted. Vacancies occurring after the last Friday in June through the first four (4) weeks of school will not be posted.

. . . .

### **13.09 Snow Days or Emergency Situations**

Should there be extreme weather conditions causing a "snow day," each Bilingual Resource Specialist is expected to arrive at his work site as scheduled. Tardiness on such days not to exceed one (1) hour will be permitted without penalty. Tardiness in excess of one (1) hour will result in the employee losing pay for the period of tardiness in excess of the first hour. Tardiness or absence from work for a period in excess of one (1) hour may be compensated by the employee's request in writing to the ~~Department of Human~~

Resources the supervisor or his/her designee to use personal illness leave (12-month BRS may also elect to use floating holiday and/or vacation time). Employees who choose not to use such time may elect to make up the lost work time as set forth below.

...

## **SECTION 15- MISCELLANEOUS**

### **15.02 Ready, Set, Go (RSG) Conferences**

If the District decides to conduct RSG conferences the following provisions will apply:

<https://hr.madison.k12.wi.us/files/hr/ready-set-go.pdf>

#### **Ready, Set, Go Conferences**

...

3. Teachers who participate in the conferences, during times other than the scheduled school day(s)/hours, shall be compensated for such services, at their option, in accordance with the following:

- a. In accordance with Section 1.05 – Extended Employment, and/or
- b. Via the accumulation of the time performing the services referenced above. Paid RSG leave is accumulated. Paid RSG leave will be taken at the option of the teacher. Teachers are encouraged to take such paid RSG leave during the first semester. For those who wish to take the leave during the second semester, notice should be submitted to the District by February 15. Such time, however, cannot be taken during the first or last two weeks of a semester; the week of Thanksgiving; the week before or after winter break or spring break; ~~the week of SWEIO and WEAC conventions or the day after;~~ and District inservice days, without the approval of the principal, or

...

6. Teachers shall be compensated for up to two parent “no shows” per student at 15 minutes per conference. Teachers are not obligated to schedule a RSG conference after there have been two parent “no shows.” However, a teacher will be compensated pursuant to Section ~~2b~~ 3 above if the teacher should thereafter hold a RSG conference for the student.

### **15.06 Class Size**

For Board Policy regarding class size recommendations/limitations see:

<https://board.madison.k12.wi.us/policies/3450>

Concerns regarding ~~violations of the class size or class composition limitations~~ may be called to the attention of the building principal, utilizing the Collaborative Problem-Solving

Process, if desired. Should that process not resolve the issue, the concerns regarding class size may be forwarded to a committee which shall consist of six (6) members, three (3) appointed by the Superintendent or his/her designee and three (3) by the teachers' employee group, previously referred to as "bargaining unit." ~~Alleged violations~~ Specific class size concerns shall be sent to the Superintendent or his/her designee. The committee shall then meet within five (5) days from the receipt of the ~~alleged violation(s) concerns~~. If the committee is able to reach a mutually acceptable solution, the Superintendent will implement the solution. The five (5) day limit may be extended by agreement of the parties. Should the committee fail to reach agreement, and should the issue include a violation of the class size limitation set forth in Board policy, the issue may be addressed under the grievance procedure.

## **ADDENDUM H – SUBSTITUTE TEACHERS**

### **SECTION 2 COMPENSATION**

#### **2.02 Summer School**

Substitute teachers who work as substitutes for summer school shall be paid hourly at the rate of \$25 per hour ~~calculated by dividing the summer school teacher salary at Base 1 by thirty (30).~~

#### **8.01 Health Insurance**

. . . .

##### **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 single coverage to eligible substitute teachers who elect to participate in HMO coverage available through the District. Eligible substitute teachers will be those who work a minimum of 140 days in the previous school year or those that qualify under the Affordable Care Act. ~~meet the criteria for being a full-time employee under the Affordable Care Act (i.e. working 30 hours per week during the eligibility period) and who remain in the active substitute pool during the coverage year.~~

——— ~~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.)~~

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.

Eligibility for the District contribution is determined annually.

Unless the substitute is eligible for District contribution as set forth above, the full premium payments are the responsibility of the substitute.

Premium payments are made by the substitute via payroll deduction or prepaid by substitute when insufficient money has been earned in the report period to allow premiums to be deducted.

## **ADDENDUM C- FOOD SERVICE AND ADDENDUM D – CUSTODIANS**

### **District Employee Hired Into the Unit**

A District employee hired into the unit from outside the unit but as a District employee shall have the following rules applicable:

1. The employee's seniority within the unit for purposes of wages, promotion, transfer, layoff, recall and bumping shall be the date the employee entered the unit.
2. The employee shall be given credit for the employee's total months of service from the date of original hire in the District for vacation and longevity.
3. "Date of original hire" means the employee's last date of hire followed by continuous service. Sick leave will be converted based on dollar value of earned days/hours from the previous position to the new position.
4. The employee's "total years of service" as used in this section means fiscal years (July 1 to June 30) in which the employee worked a minimum of one hundred (100) work days.
5. District employees hired new to this unit shall serve the probationary period for this unit set forth in Section 4.01.