

**MEMORANDUM AGREEMENT**  
**Re: Voluntary Impasse Resolution Procedure**

- Whereas, the parties have dedicated themselves to developing respect for the opinions of the other in an effort to create a positive climate for employment relations and to enable resolution of issues which arise between them by the most positive means, and
- Whereas, the parties share the same deep commitment to achieving a negotiated voluntary settlement of the 2005-07 Collective Bargaining Agreement; and
- Whereas, the parties to this Agreement recognize that a protracted labor dispute between them is not in the best interests of the students, the teachers or the community; and
- Whereas, the parties to this Agreement recognize that the collective bargaining units in the District which do not consist of school district professional employees have access to interest arbitration pursuant to Wisconsin Statutes §111.70(4)(cm), and
- Whereas, in the event that a voluntary settlement cannot be reached in negotiations for the 2005-07 Teacher Collective Bargaining Agreement, the parties wish to establish an impasse resolution procedure which assures continued educational programming, labor peace, and facilitates a climate of mutual cooperation.

Now, therefore,

the undersigned, Art Rainwater, on behalf of the Madison Metropolitan School District and John Matthews, on behalf of Madison Teachers Inc, hereby agree as follows:

1. Negotiations for a successor Contract for the teacher collective bargaining unit will commence on or about April 5; with negotiations at least weekly thereafter.
2. Pursuant to the statutory authority set forth in Wisconsin Statute §111.70(4)(cm)(5), should the parties become deadlocked or unable to reach a voluntary settlement of the 2005-07 Teacher Collective Bargaining Agreement by May 2, 2005, the parties will retain the services of Howard Bellman to assist them in mediating their differences. Should mediation not result in settlement by May 18, 2005, the parties will submit the dispute, both mandatory economic and mandatory non-economic issues, to binding interest arbitration in accordance with procedures set forth in the 2001-02 Wisconsin Statutes §111.70(4)(cm)(6), (7), (7g) and (7r). William Petrie will serve as arbitrator to hear and issue an award in accordance with Wisconsin Statutes §111.70(4)(cm)(6)am.
  - a. Should legislation be introduced which would remove or amend the Statutory Qualified Economic Offer (QEO) and/or Revenue Controls, the above-referenced time lines will be amended by mutual consent to enable the parties to negotiate a resolution considering the modified Statutes. If the referenced Statutes are modified, the modified Statutes will apply.



- b. If agreement over the terms and conditions of the Collective Bargaining Agreement is reached and the above-referenced Statutes are amended to be effective during the term of the Agreement, the Agreement will be reopened, as regards economic issues, so long as there is at least one semester remaining in the school year as set forth in the calendar in the parties' Collective Bargaining Agreement, with the terms and time line set forth herein amended by mutual agreement to govern said negotiations.
3. Upon the WERC certifying final offers, the parties shall notify the arbitrator of his selection, request hearing dates and shall request an expedited arbitration proceeding, which arbitration proceeding shall commence within thirty (30) days of the date the arbitrator is notified of his selection.
4. The parties shall submit briefs within two (2) weeks after the close of the hearing by simultaneous exchange through the arbitrator. Each party may submit reply briefs within seven (7) days of receipt of the opposing party's initial brief.
5. The arbitrator shall issue his award within twenty (20) days of his receipt of the reply briefs.
6. The arbitrator shall on or about July 31, 2005, select either the District's final offer or MTI's final offer in its entirety.
7. Madison Teachers Inc. agrees that it will not engage in, authorize, encourage, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services historically provided to the District by members of its bargaining units including but not limited to the services listed on Attachment A. In the event that any of its members, acting individually or in concert with one another engage in or encourage any strike or work stoppage against the employer, the MTI Board of Directors will immediately advise them that MTI does not sanction such activity and that MTI will not represent them in any discipline resulting from such activity, if it continues after receipt of the referenced notice. This paragraph is effective as of the date this memorandum is executed through the date of the ratification by both the District and MTI of the 2005-07 Collective Bargaining Agreement.
8. The Board of Education and/or its agents agree that it/they will not lock-out members of MTI's collective bargaining units. This paragraph is effective as of the date this memorandum is executed through the date of the ratification by both the District and MTI of the 2005-07 Collective Bargaining Agreement.
9. Nothing in this Agreement prohibits either party from lawful communication with employees, public officials or the community.



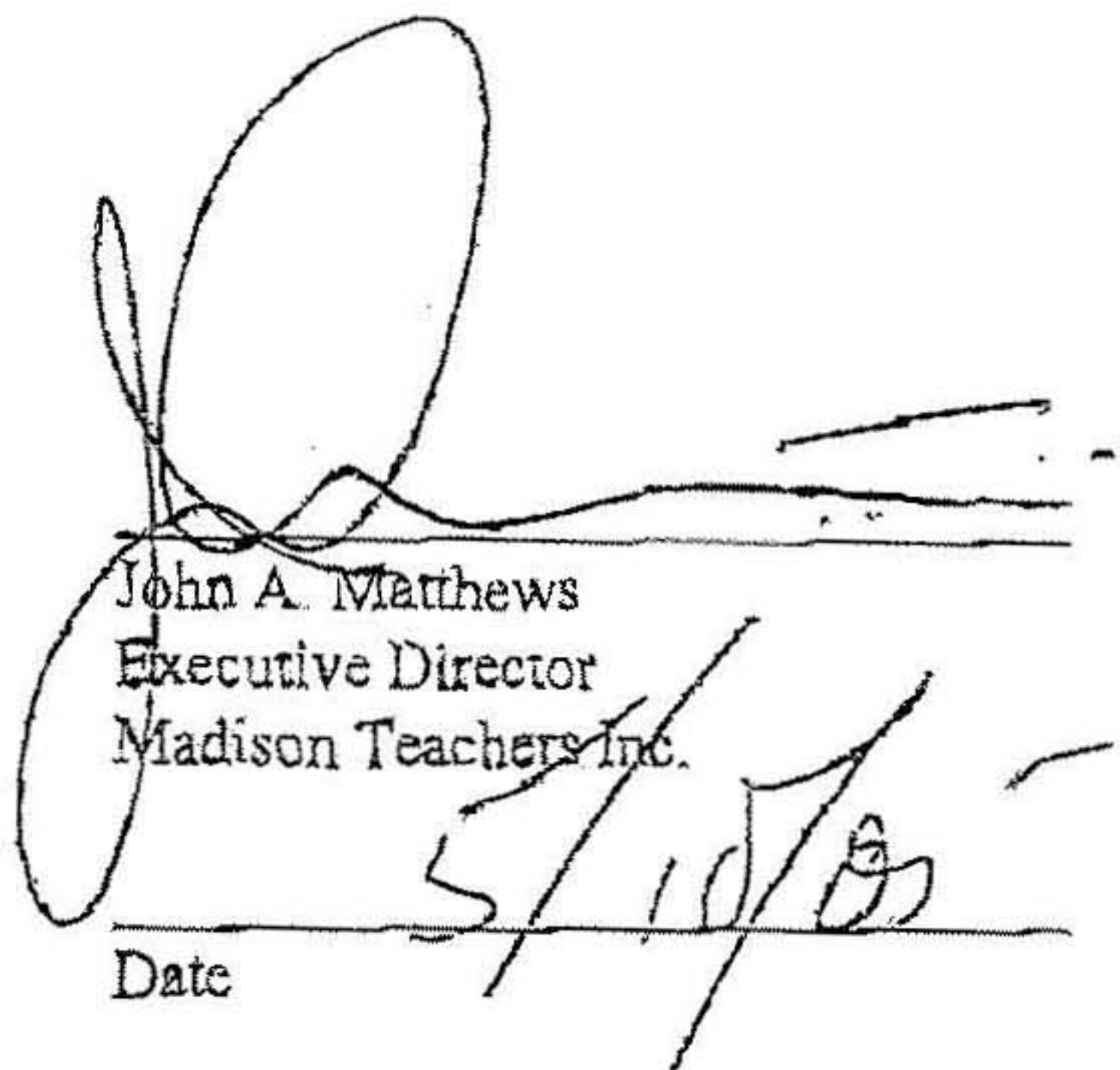
10. Neither party's final offer will include any modification of Section VII-B of the Collective Bargaining Agreement, i.e. Group Health Insurance. However, this Agreement shall not preclude the District or MTI from proposing modifications to Section VII-B of the Collective Bargaining Agreement during negotiations.
11. Neither party's final offer will contain a provision to alter the structure of the salary schedule, i.e. Section III-B of the Collective Bargaining Agreement.
12. The total compensation cost will be calculated according to the provisions of Wis. Stat. 111.70(4)(cm)8s, with the exception of the 90<sup>th</sup> day provision. Instead, the parties will use February 1, 2005 as the date for determining the professional employees represented by MTI as the basis for costing. The parties, however, shall not be limited to this method of costing in their case before an arbitrator, should the Contract be placed before an arbitrator for resolution.
13. A copy of this Agreement shall be filed by MTI with the Wisconsin Employment Relations Commission in accordance with Wisconsin Statutes §111 70(4)(cm)5
14. This Agreement shall establish no precedent for future negotiations.



Art Rainwater  
Superintendent  
Madison Metropolitan School District

4-7-05

Date



John A. Matthews  
Executive Director  
Madison Teachers Inc.

5/10/05

Date



## ATTACHMENT A

Pursuant to paragraph 7, it is agreed that as a quid pro quo for the District's agreement to arbitrate, that teachers will continue to perform services which they have historically performed. Though the services may differ from building to building, examples follow:

1. Participation in committee meetings.
2. Participation in management team meetings.
3. Participation in SIP meetings.
4. Provide student help before or after school or prep periods.
5. Supervision outside of classroom door during passing time between classes.
6. Close labs before and after school and during lunch.
7. After contract day conferences.
8. Close library before and after school.
9. Monitor detention.
10. Attend inservice classes during the contract day.
11. Voluntary duties within school day and after school.
12. Attend PTO meetings.
13. Art shows/displays.
14. Any non-contracted activities before and after school (e.g., science olympiad, ski club, math club, math meets, computer lab, drama club, student council meetings).
15. Supervision at dances.
16. Perform non-coaching duties at athletic events.
17. Attend Open House.
18. Participate in overnights or field trips.
19. Write letters of reference.
20. Hall Supervision.
21. Lunch duty.
22. Report quarter grades in a timely manner.
23. Hold M-Team or IEP meetings after school hours.
24. Pick up mail in school mailbox.
25. Return phone calls from parents.
26. Respond to all curriculum and classroom related student questions.
27. Correct papers in a timely manner, review student work, and provide appropriate feedback.
28. Develop individualized lessons and activities beyond the regular curriculum for those students with unique needs.
29. Organize educational field trips during the school day.
30. Assign homework if it has been a past practice.

The above does not mean that teachers will be required to perform services which they have not historically performed.