

<u>Section</u>	<u>Title</u>	<u>Proposal</u>	<u>Status</u>
	Effective Dates	MTI 4/14/BOE 4/14	SAME
II-A-2-a	Conference & Negotiations (dates)	MTI 4/14/09	SAME
III-A	Salary (wages)		SAME
III-A-5	Salary	BOE 4/28/09	SAME
III-A-6	Salary	BOE 4/28/09	SAME
III-A-7	Salary	BOE 4/28/09	SAME
III-A-8	Salary	BOE 4/28/09	SAME
III-A-9	Salary	MTI 5/20/09	SAME
III-D	Paydate	BOE 4/14/09	SAME
III-F-1	Schedule Placement Credit for Teaching	MTI 5/11/09	SAME
III-H-2	Professional Advancement Credit		SAME
III-H-4	Professional Advancement Credit	MTI 9/17/09 6:45 p.m.	SAME
III-I-5	Extended Employment Schedule	BOE 4/14/09	SAME
III-I-7	Extended Employment Schedule (counter to BOE 4/28/09)	MTI 5/07/09	SAME
III-K-2-d-3	Learning Coordinator/Department Chair Unit Leaders/Program Support Teacher	BOE 5/11/09	SAME
III-L-1	Extra Duty Compensation Schedule	MTI 9/17/09 6:45p.m.	SAME
III-L-12	Extra Duty Compensation Schedule Title (Asst. Advisor Cheerleader)	BOE 4/14/09	SAME
III-L-12	Extra Duty Compensation Schedule (Concert*/Drama*) *includes any teacher	MTI 5/14/09	SAME
III-L-12-F	Extra Duty Compensation Schedule (safety patrol)	BOE 4/27/09	SAME

III-P	Compensation for Performing Additive Duties in Special Education	MTI 5/20/09	SAME
IV-B-1-c-1-b	Substitutes, New Hires (Teachers) and Replacement Teachers (Compensation, Substitute/Temporary Contract)	BOE 5/06/09 (costing to be allocated to MTI's substitute teacher Contract)	SAME
IV-B-3	Substitutes, New Hires (Teachers) and Replacement Teachers		SAME
IV-F-2-c	Voluntary Transfer of Assignment	MTI 4/28/09	SAME
IV-G-1-b	Probationary Period	BOE 4/14/09	SAME
IV-H-3-b	Teacher Evaluation	BOE 9/17/09 6:00 p.m.	SAME
IV-S-3	Teachers on Part-Time Contracts	BOE 9/17/09 6:00 p.m.	SAME
IV-S-5	Teachers on Part-Time Contracts	BOE 9/17/09 6:00 p.m.	SAME
IV-T	Compensation for the Assumption of Other Duty, Teacher in Charge	MTI 9/22/09	
IV-NEW	Packing/Unpacking	MTI 9/21/09	
V-C-3	Class Size	MTI 5/06/09 3:02 p.m.	SAME
V-C-4	Class Size		
V-I-2-c	Hours of School	MTI 6/3/09 3:00 p.m.	SAME
V-K	School Calendar		
V-L	Calendar Reopener	BOE 5/06/09	SAME
V-L	Calendars (2009-10, 2010-11, 2011-12, 2012-13)	MTI 4/14/09	SAME
V-P	Planning Time	BOE 6/3/09 16:00	SAME
VI-A-1	Absence Allowance	BOE 5/14/09	SAME
VII-B-1,4	Health Insurance	BOE 4/27/09	SAME

VII-B-10	Health Insurance		SAME
VII-C-1	Income Protection/Long Term Disability	BOE 5/14/09	SAME
VII-C-2,3	Income Protection/Long Term Disability	BOE 4/27/09	SAME
VII-C-5,6	Income Protection/Long Term Disability	MTI 5/08/09	SAME
VII-E-intro, 4, 9, 10, 11	Tax Deferred Annuity	BOE 4/14/09	SAME
VII-F-4	Dental Insurance (during layoff)	BOE 5/18/09	SAME
VII-F- 5	Dental Insurance (following layoff; returning from leave of absence)	MTI 5/07/09	SAME
VII-G-1-f NEW	Income Continuation Plan	BOE 5/6/09	SAME
VII-G-2-a	Income Continuation Plan (temporary contract)	BOE 5/13/09 12:30 p.m.	SAME
VII-G-2-d-2	Income Continuation Plan (Access for Serious Health Condition in Family)	MTI 9/17/09 6:45pm	SAME
VII-G-2-f-2	Income Continuation Plan (notice of PSLA division)	BOE 5/07/09	SAME
VII-G-6-c	Income Continuation Plan (access by partner after member's death)	BOE 5/07/09	SAME
VIII-B	Adoption of Board Policies (dates of Contract)	MTI 4/14/09	SAME
VIII-D	Workstoppage (dates of Contract)	MTI 4/14/09	SAME
	Addendum A (dates; wages open)	MTI 4/14/09	SAME (dates)
	Addendum B (dates; wages open)	MTI 4/14/09	SAME (dates)
	Addendum G (wages open)		SAME

Addendum F

Addendum H	Compensation for Non-Contract Work Overnights and Summer Staff Development (Notice shall be per the 2007-09 M of U, unless modified by MTI/MMSD Agreement)	MTI 9/17/09 6:45pm	SAME
M of U	Ready, Set, Goal Conferences	MTI 4/14/09	SAME
M of U	Gateway to Literacy	MTI 4/14/09	SAME
M of U	LEA Representative	MTI 4/14/09	SAME
M of U	Voluntary Health Risk Assessment	MTI 5/07/09	SAME
M of U	Scheduling of Art, Music, Physical Education & REACH	MTI 5/26/09 4:00 p.m.	SAME
M of U	Assignment of Art, Music, Physical Education & REACH	BOE 5/7/09 10:30 a.m.	SAME
M of U	Intermittent Absences & SLB Eligibility		SAME
M of U	Hall Supervision	MTI 9/17/09 6:45pm	SAME
M of U	Joint Committee on Arena Scheduling	MTI 5/26/09 4:00 p.m.	SAME
M of U	Planning Time Grievances	BOE 9/17/09 6:00 p.m.	SAME
M of U	TERP (2013)		SAME
M of U	Elementary & Middle School report Cards	MTI 5/20/09	SAME
M of U	Four Year Old Kindergarten		

Planning Time/Staff Meetings – Letters to Teachers, Principals

### **EFFECTIVE DATES**

This document entitled Collective Bargaining Agreement (Master Contract) - Madison Board of Education - Madison Teachers Incorporated, July 1, ~~2007~~ 2009 - June 30, ~~2009~~ 2011 is effective as of July 1, ~~2007~~ 2009 and shall continue in force until changed by later agreement. If new agreements are reached, a new master agreement shall be published which shall contain all present agreements published herein and such changes, additions or deletions as shall be mutually agreed to.

### **CONTRACT DEADLINES WHICH OCCUR ON WEEKENDS**

Deadline dates, as referenced in this Agreement, which occur on a weekend will be extended to the following Monday.

### **GENDER REFERENCE**

It is hereby agreed by and between the parties hereto that words imparting one gender shall be extended and implied to either gender, i.e. such words, as used in this Agreement, shall henceforth be interpreted to mean either gender, e.g. "his" shall mean "his/her", "he" shall mean "he/she". This provision shall not apply to Section VI-B-2: Leave of Absence.

### **NOTICE OF ACTING SUPERINTENDENT**

Should there be occasion when the Superintendent of Schools is unavailable to conduct business on behalf of the District, he/she shall designate a District administrator to act on his/her behalf and shall so advise the Executive Director of Madison Teachers Inc.

## II - Procedure - A

### A. CONFERENCE AND NEGOTIATION

2. The Board of Education and Madison Teachers each recognize its legal obligation imposed by Section 111.70 of the Wisconsin Statutes to meet for the purposes of negotiating in good faith at reasonable times in a bona fide effort to arrive at a settlement on questions of wages, hours and conditions of employment. Without limiting this legal obligation, the parties to this agreement agree as follows:
  - a. All terms initially proposed to be negotiated for the contract period commencing July 1, ~~2009~~ 2011 shall be submitted to the duly authorized agent of the other party in writing and according to the timetable set forth in this Agreement. The limitation of initially proposed items for negotiation to those in written form and in accordance with the attached timetable shall not prevent the unilateral introduction of new items by either party from time to time during the period of negotiation.

**A. SALARY SCHEDULE**

The following schedule may not be deviated from. The base (Level 2, Track 1) shall be as follows:

<del>The base (Level 4, Track 1) effective 7/1/07 through 6/30/08</del>	<del>\$32,568</del>
<del>The base (Level 4, Track 1) effective 7/1/08 through 6/30/09</del>	<del>\$32,913</del>
<u>The base (Level 4, Track 1) effective 7/1/09 through 6/30/10</u>	<u>\$33,242</u>
<u>The base (Level 4, Track 1) effective 7/1/10 through 6/30/11</u>	<u>\$33,575</u>
<u>(i.e. increased by 1% for each year)</u>	

Any increase negotiated for the successor agreement shall be effective with the first day of the ~~2009-2010~~ 2011-2012 school year pursuant to Section II-A-2(b)(2). In addition, the Board of Education shall for the duration of the agreement deposit with the Wisconsin State Teachers' Retirement System the sum required by Sec. 40.05(1)(a), Wis. Stats. Such payments by the Board of Education shall be made in lieu of the required salary deduction in accordance with S.40.05(1)(b), Wis. Stats.

**A. Salary Schedule**

5. Social Workers and Psychologists.

Initial placement of social workers and psychologists with a master's degree and no previous experience shall be placed at the sixth (6<sup>th</sup>) level on the teachers' salary schedule.

Effective July 1, 2009, for social workers and psychologists initially hired on or after July 1, 2009 but before July 1, 2010, a social worker and a psychologist with a master's degree and no previous experience shall be placed at the seventh (7<sup>th</sup>) level on the teachers' salary schedule.

Effective July 1, 2010, for social workers and psychologists initially hired on or after July 1, 2010, a social worker and a psychologist with a master's degree and no previous experience shall be placed at the eighth (8<sup>th</sup>) level on the teachers' salary schedule.

6. Occupational Therapists and Physical Therapists

Commencing with the 1992-93 school year newly hired occupational therapists and physical therapists shall be placed at the sixth (6<sup>th</sup>) level on the salary schedule.

Effective July 1, 2009, for occupational therapists and physical therapists initially hired on or after July 1, 2009 but before July 1, 2010, an occupational therapist and a physical therapist with no previous experience shall be placed at the seventh (7<sup>th</sup>) level on the teachers' salary schedule.

Effective July 1, 2010, for occupational therapists and physical therapists initially hired on or after July 1, 2010, an occupational therapist and a physical therapist with no previous experience shall be placed at the eighth (8<sup>th</sup>) level on the teachers' salary schedule.

7. Guidance Counselors.

A guidance counselor employed by the District following June, 1971 whose certification requires one year cumulative work experience as established by the Department of Public Instruction, shall have his/her initial placement on the salary schedule advanced one year.

Effective with new employees hired for the 1999-2000 contract year, initial placement of guidance counselors with a master's degree and no previous experience shall be placed at the sixth (6<sup>th</sup>) level on the teachers' salary schedule.



Effective July 1, 2009, for guidance counselors initially hired on or after July 1, 2009 but before July 1, 2010, a guidance counselor with a master's degree and no previous experience shall be placed at the seventh (7<sup>th</sup>) level on the teachers' salary schedule.

Effective July 1, 2010, for guidance counselors initially hired on or after July 1, 2010, a guidance counselor with a master's degree and no previous experience shall be placed at the eighth (8<sup>th</sup>) level on the teachers' salary schedule.

#### 8. Speech & Language Therapists

Effective July 1, 2009, for speech and language therapists initially hired on or after July 1, 2009 but before July 1, 2010, a speech and language therapist with no previous experience shall be placed at the seventh (7<sup>th</sup>) level on the teachers' salary schedule.

Effective July 1, 2010, for a speech and language therapists initially hired on or after July 1, 2010, a speech and language therapist with no previous experience shall be placed at the eighth (8<sup>th</sup>) level on the teachers' salary schedule.

#### 9. National Board for Professional Teaching Standards

Upon submission of evidence of completion, a teacher who completes National Board for Professional Teaching Standards (NBPTS) certification or Master Educator license shall be paid one thousand five hundred dollars (\$1,500) per year above the salary placement as determined by other terms and conditions of this Collective Bargaining Agreement. This stipend will cease should the employee fail to retain such certification.

**D. PAYDATE**

The first day of each calendar month shall be designated as the paydate for all teachers subject to the following conditions.

1. All teachers shall be paid, on the above-referenced schedule, by direct deposit. The teacher's paycheck will be directly deposited into the financial institution of the teacher's choice. For teachers electing the twelve (12)-month pay plan, checks No. 11 and No. 12 will be directly deposited to their financial institution on the last day of the school year.
2. The first pay day shall be on October 1. ~~However, if October 1 falls on a Saturday or a Sunday, the pay day shall be the previous Friday. Thereafter, with the exception of that set forth in #3 below, When the first day of the month is a Saturday, or a Sunday, or banking holiday or occurs during spring vacation, the paydate shall be the last work day banking day~~ of the previous month.
3. ~~In a year in which November 1 falls on a Saturday or Sunday and the Wisconsin Education Association Council Convention occurs on the previous Thursday and Friday, the pay check due on November 1 shall be deposited on the Wednesday before the WEAC Convention.~~
3. The paycheck due on January 1 shall be deposited on the first banking day in January.
4. Paycheck No. 10 will be issued the last day of the school year.
5. Extra-Duty Compensation earned by the teacher during the pay period shall be itemized separately on each paycheck according to the above-referenced schedule.

**F. SCHEDULE PLACEMENT CREDIT FOR TEACHING EXPERIENCE**

1. Effective for employees hired on or before June 30, 2001: Teachers shall be granted full credit on the salary schedule for up to four (4) years teacher experience. Except for additional credit granted by the District pursuant to this Section, such credit cannot exceed four (4) years. The District shall have the discretion to grant additional credit for teaching experience. Such discretion, however, is limited to granting an additional eight (8) years, i.e. a maximum of twelve (12) years.

Effective for employees hired on or after July 1, 2001: Teachers shall be granted full credit on the salary schedule for up to five (5) years teacher experience. Except for additional credit granted by the District pursuant to this section, such credit cannot exceed five (5) years. The District shall have the discretion to grant additional credit for teaching experience. Such discretion, however, is limited to granting an additional ten (10) years, i.e. a maximum of fifteen (15) years.

Teachers reemployed by the Madison Metropolitan School District shall be granted full credit on the salary schedule for prior teaching experience.

Effective for teachers initially hired for the 2009-10 school year, and for those hired thereafter, the District may pay a one-time bonus up to five thousand dollars (\$5,000) to one accepting his/her initial contract with the District, provided such payment is justified to attract the individual because of his/her experience and/or academic achievement.

The District will timely notify MTI when an employee is awarded the bonus provided for above. This provision is not retroactive.

No new employee will be provided a signing bonus which would cause that employee's annual compensation (wage plus bonus) to exceed the annual compensation (wage) of a present employee(s) in the same assignment across the District unless the new employee has greater teaching experience and/or education than the present employee(s) in the referenced assignment. For the purpose of this section, the term assignment is defined as the position held by the teacher, e.g. first grade, biology, physical education, etc.

**H. PROFESSIONAL ADVANCEMENT CREDIT**

2.
  - d. Committee Work
    - 1) School-related committee work such as Joint MMSD/MTI Instructional Committees established on or after July 1, 2001, other Joint MMSD/MTI School-Related Committees established on or after July 1, 2001 in which ~~both parties~~ the Professional Advancement Credit Committee agrees to provide credit, curriculum or textbook committees, or any other committee of this nature whose work and study entails a minimum of fifteen (15) hours of meetings per contract year during noncontract time shall qualify for credit.
4. a. Special Provision for Professional Advancement Credit for Completion of the Initial Educator License.
  1. An initial educator who voluntarily participates in the District offered initial educator program and qualifies for advancement under Wisconsin Administrative Code PI 34.17(4) shall be credited with six (6) professional advancement credits (PACs) upon receipt of his/her first professional educator license under Wisconsin Administrative Code PI 34.17 subject to the following conditions:
    - a. The goals and objectives of the Professional Development Plan (PDP), as developed by the teacher are aligned, at least in part [i.e. one of the goals], with the school/department/district improvement plan goals.
    - b. The PDP is submitted and reviewed by the teacher's principal/supervisor prior to submission to the PDP review team.
    - c. The PDP is submitted to the PDP review team. If the PDP is not found acceptable by the PDP review team the teacher may request a meeting with the review team. At said meeting the teacher shall be provided reasons for the denial and shall receive recommendations from the review team for amendments to the PDP. After such meeting, the teacher may amend the PDP for acceptance.
    - d. PACs and/or academic credits which are part of the PDP, and have already been submitted, are consumed as part of the six (6) credits earned under this section.
    - e. Should the teacher complete more than six (6) PACs as part of the PDP, all credits shall be credited.
    - f. If the six (6) credits qualify the employee for track movement on the salary schedule, such movement shall be in accordance with credits earned pursuant to the procedure for track advancement under Section III-G.
- b. Special Provision for Professional Advancement Credit for Completion of the Professional Educator License.

1. A professional educator who voluntarily participates in the District offered professional educator program and qualifies for advancement under Wisconsin Administrative Code PI 34.18 shall be credited with six (6) professional advancement credits (PACs) upon receipt of his/her renewal of his/her professional educator license under Wisconsin Administrative Code PI 34.18 subject to the following conditions:
  - a. The goals and objectives of the Professional Development Plan (PDP), as developed by the teacher are aligned, at least in part [i.e. one of the goals], with the school/department/district improvement goals.
  - b. The PDP is submitted and reviewed by the teacher's principal/supervisor prior to submission to the PDP review team.
  - c. The PDP is submitted to the PDP review team. If the PDP is not found acceptable by the PDP review team the teacher may request a meeting with the review team. At said meeting the teacher shall be provided reasons for the denial and shall receive recommendations from the review team for amendments to the PDP. After such meeting, the teacher may amend the PDP for acceptance.
  - d. PACs and/or academic credits which are part of the PDP, and have already been submitted, are consumed as part of the six (6) credits earned under this section.
  - e. Should the teacher complete more than six (6) PACs as part of the PDP, all credits shall be credited.
  - f. If the six (6) credits qualify the employee for track movement on the salary schedule, such movement shall be in accordance with credits earned pursuant to the procedure for track advancement under Section III-G.
  - g. The professional educator shall only be eligible for the movement of one track movement per five (5) years as a result of the renewal of the professional educator license. The preceding does not preclude track movement for other permissible reasons under Section III-H.
- c. In lieu of 4-a and b above, the initial and/or professional educator may pursue the acquisition of his/her professional educator license through a non-District offered program. Nothing in this section shall preclude said teacher from submitting a request(s) for PACs under Section III-H.
- d. The parties agree that the conditions referenced in 4-a-1-a, b and 4-b-1-a,b (above) shall first be applied to those initiating a PDP after July 1, 2009.

**I. EXTENDED EMPLOYMENT SCHEDULE**

5. A request for advancement on the ~~Professional~~ Extended Employment Schedule is initiated by the teacher and verified by the building administrator and further checked against the experience record file in the Department of Human Resources.
  
7. Summer School, Driver Education and Diploma Completion Program extended employment opportunities shall be posted for not less than five (5) days before applications for such a position(s) are due. Posting shall be in the office(s) and faculty lounge(s) of each school. Summer School, Driver Education and Diploma Completion teachers who are interested in extended employment will complete and return an application. Applications for such employment shall be considered based on a teacher's license, experiences and competencies. Notification of employment shall be provided to current District teachers at least thirty (30) calendar days prior to the commencement of summer school. Notification of assignment shall be provided to the current District teachers at least seven (7) calendar days prior to the commencement of summer school provided there are at least seven (7) calendar days prior to the commencement of summer school at the time the assignment is known.

**K. LEARNING COORDINATOR-DEPARTMENT CHAIRPERSON-  
UNIT LEADER-PROGRAM SUPPORT TEACHER**

2. d.

3) Travel requests must be approved by the ~~Area Director~~ Assistant Superintendent.

**L. EXTRA DUTY COMPENSATION SCHEDULE**

1. Teachers performing in a professional extra duty situation as listed on the extra duty compensation schedule shall be paid a percent of one of three base rates. ~~For the duration of the 2007-2009 Collective Bargaining Agreement the wage calculation shall be made using levels (steps) 2, 6, 9 of the Salary Schedule, Section III-A.~~
  - a. ~~Base 1 is Step 2 of the regular BA schedule and is applied to the teacher's first involvement in this program.~~
  - b. ~~Base 2 is Step 6 of the regular BA schedule. It is reached after four previous years of service in a position covered by this schedule.~~
  - c. ~~Base 3 is Step 9 of the regular BA schedule. It is reached after eight years of service in a position covered by this schedule.~~

For the duration of the 2009-2010 and thereafter the wage calculation shall be made using levels (steps) 3, 7, 10 of the Salary Schedule, Section III-A.

- a. Base 1 – is step 3 of the regular BA schedule and is applied to the teachers' first involvement in this program.
- b. Base 2 – is step 7 of the regular BA schedule. It is reached after four previous years of service in a position covered by this schedule.
- c. Base 3 – is step 10 of the regular BA schedule. It is reached after eight years of service in a position covered by this schedule.

For the duration of the 2012-2013 and thereafter the wage calculation shall be made using levels (steps) 4, 8, 12 of the Salary Schedule, Section III-A.

- a. Base 1 – is step 4 of the regular BA schedule and is applied to the teachers' first involvement in this program.
- b. Base 2 – is step 8 of the regular BA schedule. It is reached after four previous years of service in a position covered by this schedule.
- c. Base 3 – is step 12 of the regular BA schedule. It is reached after eight years of service in a position covered by this schedule.

The above will revise the dollar amount of the percentage base rates in subsection (13).



L. EXTRA DUTY COMPENSATION SCHEDULE

<u>12. Activity</u>	<u>% of Base</u>	
Head Coach:	Freshman Baseball, Track, Volleyball, Softball, Soccer, Golf, Tennis	
Assistant Coach:	<del>Cheerleader</del> Freshman Track (when squad exceeds 35)	
Athletic Trainer:	Spring	
Spring Equipment Manager		
Manager:	Bookstore	
Advisor:	High School Literary Magazine	
Asst. Advisor	Pom Pon, <u>Cheerleader</u>	5
<hr/>		
Coach:	Freshman Cross Country, <u>High School Dramatics</u> (1 3-act production), <u>Middle School Drama</u>	
Director:	High School Choir, High School Orchestra	
Director:	Musical <u>Middle &amp; High School</u> ; (4% per play) ( <del>H.S. only</del> )	
Intramurals – all levels (one period per week)		
Club* Advisor		4
<hr/>		

F. Each elementary school which ~~as of October 1, 1991~~ has a coordinator of elementary ~~school crossing guards~~ safety patrol may have the equivalent of one Coordinator of Elementary School ~~Crossing Guards Safety Patrol~~. ~~per year – i.e., When two or more may teachers share the job, but~~ the District shall pro-rate the compensation pay for only one Coordinator per school. ~~After October 1, 1991 any elementary school without a Coordinator of Elementary School Crossing Guards may seek approval for a Coordinator from the Assistant Superintendent for Elementary Education.~~

**P. COMPENSATION FOR PERFORMING ADDITIVE DUTIES  
IN SPECIAL EDUCATION PROGRAM**

1. Special education classroom teachers in the following areas shall not be required to complete more than the maximum number of Individual Educational Program (IEP) evaluations per school year as set out below:

An ~~individual~~ IEP evaluation shall include those individuals who are appointed to an IEP team for one or more of the following purposes: IEP Evaluation Team Chairperson, IEP Team participant conducting new testing and/or data collection and submitting a summary of finding report, IEP Evaluation Team participant reviewing existing data and sharing this information at IEP Team meeting.

Teacher

- A. Elementary and Middle School Special Education Teacher - Responsible for a maximum of four (4) IEP evaluations (re-evaluation and initial) for students at their school.
  - B. High School Special Education Teacher - Responsible for a maximum of seven (7) IEP evaluations (re-evaluation and initial) for students at their school.
  - C. Early Childhood (5 year old program) - Responsible for only reevaluations for students assigned to them not to exceed six (6) evaluations.
  - D. Occupational and Physical Therapists - Responsible for all reevaluations for students assigned to them. May also be assigned initial evaluations of students enrolled in the therapist's assigned schools and/or students whose home school is one of the therapist's assigned schools up to a combined maximum (reevaluations and initial evaluations) of twenty-four (24) per year.
2. The maximum number of individual IEP evaluations shall be prorated for part-time staff in accordance with the limits set above.
  3. The following professional disciplines or assigned positions shall be excluded from the maximum caps provided in paragraph 2 above:

Audiologists	Minority Student Coordinator
Chapter 1 Teachers	Nurses
Child Find	Program Support Teachers
Counselors	Psychologists
Early Childhood (other than above)	Regular Education
English as a Second Language	Social Workers
Low Incidence (VI, HI, OI) Itinerant	Speech and Language Therapists

## Teachers

4. IEP evaluations which exceed the maximums set out shall be completed as follows:
  - a. ~~First, by program support staff up to a maximum number of individual IEP evaluations as assigned by the District. IEP Team meetings shall be scheduled at the mutual agreement of all participants. IEP evaluations and re-evaluations will not be scheduled after the contract day unless all affected teachers so agree. Teachers who meet under such circumstances shall be compensated pursuant to Section III J (Compensation Beyond the Regular School Year [Extended Contract Pay]. Meetings, not less than biweekly, will occur between each program support staff member and their respective administrator. Said meetings will be for the purpose of reviewing and monitoring the work load of the program support staff member to ensure that the work load is not unreasonable. When requested, the classroom teacher may volunteer to complete evaluations over the maximum. Said teacher shall be compensated at the extended contract rate for actual hours worked. The teacher is not required to complete any IEP initial or reevaluation above the maximum.~~
  - b. ~~Second, when requested, the classroom teacher may volunteer to complete evaluations over the maximum. Said teacher shall be compensated at the extended contract rate for actual hours worked. The teacher is not required to complete any IEP initial or reevaluation above the maximum. Program support staff will complete IEP evaluations up to a maximum number as assigned by the District. IEP Team meetings shall be scheduled at the mutual agreement of all participants. IEP evaluations and re-evaluations will not be scheduled after the contract day unless all affected teachers so agree. Teachers who meet under such circumstances shall be compensated pursuant to Section III-J (Compensation Beyond the Regular School Year [Extended Contract Pay]. Meetings, not less than biweekly, will occur between each program support staff member and their respective administrator. Said meetings will be for the purpose of reviewing and monitoring the work load of the program support staff member to ensure that the work load is not unreasonable.~~
  - c. Third, current substitute and/or part-time qualified special education teachers will be hired at times determined by the District to work on IEP evaluations at the extended contract rate. Any additional time worked under this subsection shall not qualify an employee for any additional benefits.
  - d. Fourth, the ~~d~~District shall be permitted to temporarily hire qualified special education teachers for temporary periods of time during the school year to complete IEP evaluations. The daily rate of pay shall be Track 1, Level 1 of the Teachers Collective Bargaining Agreement divided by 192 days. They shall be included as members of the Substitute Teachers Unit except that they shall not be expected to be assigned to classroom substitute work under the provisions of the agreement. (The parties shall negotiate which sections of the Substitute Collective Bargaining Agreement are applicable to these employees.) Said individual shall be employed to supplement, not supplant regularly employed members of the Teachers Bargaining Unit. No classroom teacher shall have supervisory responsibilities for these temporarily hired Special

Education staff members.

5. Teachers referenced in Section III-P-3, who are appointed by an administrator as a member of an IEP Team, shall be compensated via Section III-J (Compensation Beyond Regular School Year on Regular Assignment [Extended Contract Pay]) for participation in an official IEP Team meeting which extends beyond or occurs after the workday to accommodate a parent's schedule. IEP meetings shall be held at a time mutually agreeable to all participants.

For time worked by a PST beyond the workday specified in V-I-1, the PST shall be compensated pursuant to Section III-J or, by mutual agreement between the PST and his/her supervisor, the PST may work a flexible schedule to accommodate an IEP meeting that extends beyond the workday specified in V-I-1, to avoid working additional hours. If such flexible schedule results in no additional hours worked that week due to the IEP meeting, no additional compensation shall be paid. This flexible scheduling shall not result in adjusted time off beyond the week in which the "after-hours" IEP meeting took place. (For example: The IEP meeting lasts from 4:00 p.m. to 6:00 p.m. on Tuesday. If the PST flexes his/her schedule, he/she will adjust his/her work schedule with his/her supervisor to provide for two hours of time off during that same week.)

- a. Should the participants agree to schedule IEP meetings during instructional time, teachers who are appointed by an administrator as a member of the IEP Team shall be accorded release time.
- b. Should the teacher agree to hold such meeting during their contractual planning time, said teacher shall be additionally compensated for the time met at the class coverage rate set forth in Section III-R.
- c. Should the teacher agree to hold such meeting during their contractual lunch as provided for in Section V-J, said teacher shall be additionally compensated for the time met during their contractual lunch in accordance with the rate set forth in Section III-J of the Collective Bargaining Agreement.

## 6. Special Education Policies and Procedures

- a. ~~Time Lines: The ninety (90) day time line for the referral to offer of placement is mandated by state and federal law (PI 11.05(2)), a teacher may request an extension from the student's parent(s) by completing the Individualized Education Program (IEP) Approval for Extension of Time form (P-20). It shall be the policy of the District to adhere to all IDEA rules and regulations. All IEP requirements including timeline provisions must be met by staff and the District will provide staff with updates relative to IDEA changes.~~
- b. Referral: Any teacher may act as the referent for an IEP evaluation. Teachers are encouraged to use the existing ~~Building Consultation Team (BCT)~~ Student Support and Intervention Team (SSIT) and/or the principal for consultation and advice when completing the needed forms [Referral Form - Special Education and Related Services

(R-1)] and Notice of Receipt of Referral and Consent for Initial Evaluation (R-11 and 12).

Teachers maintain the authority to refer students to an IEP evaluation, with or without the approval or consultation with the ~~BCT~~ SSIT.

- c. The District may appoint school-based staff to chair initial IEP Evaluations (Referral through placement) for Speech and Language Only and Early Childhood referrals. Initial IEP Evaluations (Referral through placement), except for Speech and Language Only and Early Childhood referrals, will be chaired by non-building based staff unless the rate for initial referrals received by central office exceeds the ability of non-school based staff to complete them within the legally required timelines. School-based staff may be appointed to chair initial IEP Evaluations (Referral through placement) under such circumstances. However, prior to the appointment, the District will consult with said staff for the purpose of reviewing and monitoring the workload to ensure that the workload is not unreasonable.
- d. IEP Chairperson
  - 1) Each school staff, including the principal, the special education coordinator, and building staff normally assigned to IEPs will devise a plan within the first six (6) weeks from the commencement of each school year in an attempt to make chair assignments as equitable as possible.
    - a) When requested by the IEP Chairperson and according to the schedule of available clerical help, the District will provide the IEP Chairperson with said help in cases where the District knows in advance that the IEP team contains more than five (5) participants (excluding the LEA representative). ~~Clerical support is defined as recording and transcribing the minutes of the IEP meeting. District staff will provide to schools a schedule of the times that clerical support is available for this use.~~ Clerical support may be requested by contacting the Educational Services Department in advance of the meeting.
    - b) Members of the bargaining unit (excluding PSTs) who serve as IEP (re-evaluation and initial) chairperson shall be additionally compensated at the rate of seventy-five (\$75) dollars per IEP appointment.
  - 2) Members of the bargaining unit, including IEP chairs who are members of the bargaining unit, will not serve in a supervisory and/or evaluatory capacity.
  - 3) IEP initial and re-evaluation meetings for individual schools will be scheduled and confirmed by a master calendar prepared by clerical staff assigned to the District Educational Service Office after first consulting with members of the bargaining unit who are requested to attend such meetings about their date/time availability.

- 4) Clerical assistance will be provided by clerical staff assigned to the Division of Educational Service Office for the purpose of copying and distribution of IEP documents.
  - 5) IEP Team Document - Following the IEP meeting, IEP chairs will be responsible for synthesizing the proposed IEP Document, by using statements prepared by IEP Team members.
  - 6) IEP Meetings - An IEP meeting occurs if the child's parent (or designee), LEA Representative, regular education teacher, and special education teacher are present. It shall be the responsibility of the building principal to assign and notify bargaining unit members of their assignment to an IEP Team. ~~Depending upon the child's needs and the purpose of the specific IEP team meeting,~~ Per IDEA when the parent and the District agree in writing the regular education teacher may be excused from attending part or all of the IEP meeting. ~~need not be required to participate in all decisions made as part of the meeting or to be present throughout the entire meeting or attend every meeting.~~ The extent to which it is appropriate for the regular education teacher member of the IEP team to participate in IEP meetings must be decided on a case-by-case basis. ~~(Note: this change in regular education teacher participation is subject to DPI approval.)~~
- e. Bargaining unit members will not appoint participants to any IEP team.

## IV - Individual Contract - B

### B. SUBSTITUTES, NEW HIRES (TEACHERS) AND REPLACEMENT TEACHERS

#### 1. Temporary Vacancies

##### c. Temporary vacancies created by medical disability.

If the employer determines to fill a vacancy created by an employee who is medically not capable of returning to work for an indefinite period of time, said vacancy will be filled as follows:

- 1) The employee's physician will provide notice to the Department of Human Resources as to the projected duration or continuation of the absence.
  - a) If the remaining portion of the teacher's absence is anticipated to be forty-five (45) school days or less, the position will be filled by a substitute teacher. However, should the total duration be ninety (90) school days or more, the substitute teacher shall be paid salary as if they had been issued a temporary contract from the date he/she was initially placed in that assignment. All monies already paid to the teacher as a substitute will be offset against any additional salary owed under the temporary contract.
  - b) If the remaining portion of the absence is forty-six (46) school days or more and the total duration is ninety (90) school days or more, the substitute teacher will continue in the position under temporary contract in accordance with Section IV-B-2 of this Agreement, with such contract commencing on the date notice, defining the duration of the absence, was received by Department of Human Resources from the attending physician, provided such substitute teacher is in, or is qualified by the District to be in, the teacher employment pool. Once eligibility for a temporary contract is established, for one replacing a teacher who is absent due to medical reasons, the substitute teacher's salary shall be adjusted and he/she shall receive such salary back to the date he/she was initially placed in the assignment, as if he/she had been issued a temporary contract. Eligibility for benefits shall be communicated to the substitute teacher within seven (7) calendar days from the date the Department of Human Resources receives notice from the physician. Benefits shall commence the first of the month following one month from the date the completed application is submitted to the Department of Human Resources provided said application is submitted in accordance with application procedures.

## IV - Individual Contract - B

### B. SUBSTITUTES, NEW HIRES (TEACHERS) AND REPLACEMENT TEACHERS

3.
  - a. If a teacher is hired to work in either a temporary or permanent vacancy and the teacher has only a provisional DPI license for the position, the teacher shall be hired under a temporary contract.

An individual employed under a temporary contract in a permanent vacancy due to a provisional license (other than a permit license) shall be issued a regular contract upon receipt of a regular license. Seniority shall be retroactive to the first date of hire followed by continuous service.

- b. An individual employed under a temporary contract in a permanent vacancy due to a provisional license (other than a permit license) shall be given preference for early re-hire for the following school year when the position to which they have been assigned has been eliminated.



## **IV - Individual Contract - F**

### **F. VOLUNTARY TRANSFER OF ASSIGNMENT**

#### 2. Vacancy Posting

- c. Vacancy notices shall be posted on the District's website and, in the office and faculty lounge(s) of each school immediately upon their receipt.

## IV – Individual Contract - G

### G. PROBATIONARY PERIOD

1.
  - a. A contract of less than two-tenths (.2) shall not count as service of the probationary time required to be served under this section (Section IV-G).
  - b. ~~For new hires for 2001-02 and thereafter,~~ A contract of two-tenths (.2) to four-tenths (.4) shall count as one-half (1/2) year of service as a probationary employee. This provision is not retroactive. Teachers hired under this provision who are on a contract of two-tenths (.2) to four-tenths (.4) shall not be subject to the evaluation timetable set forth in Section IV-H-3-a, but rather shall be evaluated one (1) time each year on or before February 1. This evaluation shall be the final evaluation for the school year unless the evaluator has recommended nonrenewal.

**H. TEACHER EVALUATION**

3. Evaluation Timetable:

- b. Nonprobationary Teachers shall be evaluated by ~~May 15~~ May 25 for the year the evaluation is applicable. During a school year in which an issue of an employee's continuing employment status is raised by the commencement of nonrenewal proceedings pursuant to Section IV-J, the evaluation shall be completed no later than February 15 of the then current school year.

## IV - Individual Contract - S

### S. TEACHERS ON PART-TIME CONTRACTS

1. The provisions of the Agreement concerning issuance of teacher contracts apply to all regular part-time teachers equally unless a provision specifically excludes or qualifies the rights of part-time teachers.
2. Regular part-time teachers who are employed by the Madison Metropolitan School District shall receive their annual contracts in conformity with the terms and conditions of the Agreement.
3. The individual contracts of regular part-time and temporary part-time teachers may be adjusted by the Board within the first 25 school days of the school year as the need for their services is determined by the Board of Education. Any such reduction at a given school will be first of teachers employed under temporary part-time contract as a result of not holding a license for the position to which he/she is assigned, if they are assigned to the grade/department in which the reduction must occur. If the contract of a part-time teacher under regular contract must be reduced, such action shall be of the least senior, based upon the seniority provision of this Contract. Revisions after such time may be made with the approval of the individual. The Executive Director of Madison Teachers shall be notified of all adjustments.
4. Teachers employed under part-time contracts may substitute during time they are not contracted to perform services under their individual contracts.
5. Teachers, who are employed in a part-time position, may file notice with the Director of Human Resources of their desire to increase to full-time. Such individuals shall be given equal consideration in receiving available/compatible assignments to increase their contract subject to the restrictions set forth in Section IV-O.

## IV – Individual Contract – T

### T. ASSUMPTION OF OTHER DUTY; TEACHER IN CHARGE

1. When the building principal is to be out of the building, said principal shall designate, in writing, a person to be in charge of the building and the operation of the school. If the same person is to be designated for the school year, notice to the staff upon appointment shall suffice. The staff will be notified prior to the principal's departure, should there be any variance in the designation of the person in charge. Commencing July 1, 2011, the allocation of the “teacher in charge” may be adjusted to provide such assignment
2. Should a teacher be appointed, said teacher shall be given the name of a central office or other administrator who will be available to make any crucial decisions. Should circumstances necessitate the designee, if a classroom teacher, to act for the principal, staff will be designated to cover the class to enable contact with the principal, contact with central office or to take other appropriate action.
3. A teacher so appointed shall not, as regards other staff members, evaluate, discipline, or effectively recommend same.
4. Commencing July 1, 2011, any teacher who assumes the duty of “teacher in charge”, and whose contract allocation has not been adjusted in recognition of being designated as “teacher in charge”, shall be provided professional leave (compensatory time) for the time spent performing the duties of the absent principal. The “teacher in charge” shall be provided one (1) hour of professional leave for each hour he/she performed the duties of the principal. Professional leave must be approved in advance by the principal. Requested professional leave may not be denied for arbitrary reasons. The “teacher in charge” shall document the time worked as “teacher in charge”, to access professional leave. Any unused professional leave days may be carried over for future use by one notifying his/her principal by May 1.

In the alternative, the time accrued as “teacher in charge” (professional leave) may be converted, at the option of the teacher, to one’s Personal Sick Leave Account (PSLA) or Retirement Insurance Account (RIA). To achieve the latter, the individual may notify the building principal by May 1 of their election to convert any unused professional leave days to the teacher’s Personal Sick Leave Account (PSLA) or, if the teacher has the maximum amount in that account, the day or days may be added to the teacher’s Retirement Insurance Account (RIA).

Bargaining Note: It is agreed that if anyone acting as “teacher in charge” wishes to retire prior to July 1, 2011, and wishes to convert their accrued professional leave to their PSLA or RIA that such will be accomplished by a Memorandum of Understanding between the Union and the

District. To accomplish this, a teacher must document time worked as “teacher in charge” as described in #4 above.

**PACKING AND UNPACKING OF TEACHING MATERIALS**

1. Teachers will not be required to pack, and/or unpack, teaching materials, either during the school year or during a school recess period, due to cleaning, construction projects, repairs, electrical upgrades, etc., due to their classroom being moved at management’s request, or when the District deems it is necessary to utilize the teacher’s classroom for classes or other activities during a school recess period. The District will arrange for the teacher’s materials to be moved to his/her new assigned location, by a person not represented by MTI. If materials are relocated during a period when school is in recess, they will be returned by the District for the resumption of school.

2. Other than to accommodate an employee under the Americans with Disability Act [ADA] or Wisconsin Fair Employment Act [WFEA] where his/her disability prohibits him/her from packing, unpacking and moving his/her materials, a teacher who requests to move from one classroom to another in the same school may be required to move his/her own teaching materials. As regards an accommodation required under the ADA and WFEA associated with the movement of the teacher’s classroom location, the District will pack and unpack the individual’s teaching materials, as set forth in paragraph one (1) above.

**V - Factors Relating to Employment -  
Classroom - C**

**C. CLASS SIZE**

3. The administration will deliver the initial and third Friday enrollment to Madison Teachers on a timely basis after receipt by the administration of same.

Charges of violation of paragraph 2 may be called to the attention of a committee which shall consist of six (6) members, three (3) appointed by the Superintendent of Schools and three (3) by the President of Madison Teachers Incorporated. Charges shall be sent to the designated co-chairpersons and to the Superintendent or his/her designee. The committee shall then meet within five (5) days from their receipt of the aforementioned charge of violation and report their findings and recommendations, within ten (10) days of the date of their meeting, to the Superintendent with a copy to the Executive Director of Madison Teachers. If a solution is mutually acceptable, the Superintendent shall so order the solution. The five (5) day limit may be extended by stipulation of the parties. ~~Should the committee fail to agree, the study and findings by the committee shall be appealable to the Board of Education and arbitration in accordance with the grievance procedure set forth herein.~~ Should the committee fail to agree, the issue may be submitted to a mutually agreeable arbitrator for resolution.

4. RESOLUTIONS OF THE JOINT DISTRICT-MTI SPECIAL EDUCATION COMMITTEE
  - a. Education of ~~Special Education~~ Students with Disabilities

Consistent with the provisions of IDEA students with disabilities shall be educated in general education classes unless, ~~in the opinion of~~ as determined by the student's Individualized Education Program (IEP) Team, such students would be restricted from the general education program. When making programming and placement decisions, IEP teams will adhere to the provisions of IDEA and be mindful of the long-standing commitment to educating students with disabilities in the least restrictive environment. ~~not benefit from such programming, or the student's presence in the general education classes is seriously detrimental, despite provision of supplementary aids and services, to the ability of students who have not been identified as having disabilities to learn or to the safety of other students and teachers, even if the student with disabilities could benefit from the general education classroom setting.~~

In determining the least restrictive environment for a student with disabilities, the following ~~will~~ may be considered:

- 1) The educational benefits available to the student in a general education classroom, supplemented with appropriate aids and services.
- 2) The benefits of interaction and modeling with students who are non-disabled.



~~3) The positive and negative effects of the student's presence on teacher(s) and other students in the classroom.~~

~~4) The commitment of resources by the District to implement the IEP.~~

5) 3) Other factors as deemed appropriate by the IEP Committee.

The aforementioned factors shall not replace the standards and criteria set forth by the least restrictive environment elements in the IDEA and its implementing regulations. The IEP Team shall, in all cases, make least restrictive environment determinations using the criteria established by the IDEA and its implementing regulations.

The District shall not prohibit a student with disabilities from enrolling in school. The new IEP of an incoming student with disabilities will not be implemented until one work day after the affected teachers have been provided with a copy of the individualized education program of the incoming student by the principal or his/her designee. IEP Team meetings shall be scheduled at the mutual agreement of all participants. In order to accommodate parent/guardian needs for flexible scheduling, formally appointed participants on an IEP team will, from time to time, need to meet beyond the work day. In scheduling such meetings, teachers will seek prior approval from their building principal. Confirmation of the decision will be communicated to the teacher within one work day. Teachers who participate in such meetings will be compensated through extended contract pay (Section III-J of the Teacher Collective Bargaining Agreement) for meeting time beyond the work day.

b. Significant Concerns Regarding Behavior or Learning

1) If a teacher(s) to whom the student is assigned for instruction is of the opinion that the ~~inclusion~~ behavior or learning of a student with disabilities results in a significant concern ~~regarding the student's behavior or learning~~, the teacher(s) to whom the student is assigned for instruction may request in writing, assistance from the principal. If feasible, by the end of the contractually defined workday, following the day on which the request was made, the circumstances of the concern will be examined by the student's IEP Implementation Team and the teacher who initiated the request. This Team may also include the student's parent(s). They will determine the procedures to remedy the situation, which may include addressing the concern informally with the IEP implementation team or convening a formal IEP Team meeting.

(3) If any teacher referenced in b-1 (above) disagrees with the outcome of this process, he/she may request ~~District conflict resolution from the District or mediation through the Department of Public Instruction.~~ conflict resolution from the MMSD

Department of Educational Services.

c. Disciplining Students with Disabilities

- 1) If an identified student with disabilities engages in misconduct which could result in suspension or expulsion as referenced in the District's discipline policy, the following process shall be used to immediately address the situation:
  - a) The District shall immediately respond to the student's misconduct pursuant to the District's discipline policy, the student's ~~behavioral intervention plan (if one exists for the students)~~, IEP, state law, and the IDEA rules and regulations.
  - b) All decisions of the IEP Team shall be recorded in writing ~~by the chair, and~~ distributed to Team members and preserved. IEP Team members shall be released, without loss in either compensation or contractually guaranteed planning time, from their regular duties to serve on the IEP Team.
- 2) If, after following the provisions of ~~20 U.S.C. sec. 1415(k)(4)~~, IDEA the IEP Team determines that the conduct in question was not a manifestation of the student's disability, the following options may be considered:
  - a) The IEP Team ~~shall~~ may determine whether the misconduct should be dealt with by changing the IEP (if the IEP is not appropriate) and/or by disciplinary action sanctioned and imposed by a District administrator in accordance with MMSD Board Policy.
  - b) If the IEP Team elects to address the misconduct through a change in educational placement, it may decide that an alternative appropriate education program be provided to the student in lieu of expulsion. The IEP Team must comply with IDEA when changing a student's placement. Said placement change shall be implemented as soon as possible, and within a reasonable period of time as defined by current law.
- 3) If, after following the provisions of ~~20 U.S.C. sec. 1415(k)(4)~~ IDEA the IEP Team determines the misconduct was a manifestation of the student's disability, the following options ~~shall~~ may be considered:
  - a) The IEP Team ~~shall~~ may determine whether the student's IEP should be modified. Any modification of the IEP shall result in new placement notice to be implemented immediately.
  - b) If the IEP Team determines that the student's educational placement should be changed, it shall decide upon an alternative appropriate education program to be provided to the student. Said placement change shall be implemented as

soon as possible, and within a reasonable period of time as defined by current law.

d. Special Education Training and Inservice

- 1) ~~The use of new service delivery models shall include the provision of support in the planning and implementation of such models in their buildings. In addition, the~~ The District shall provide teaching staff with resources and technical support, (e.g. time, Program Support Teacher consultation, materials, & District courses) to implement new instructional programming strategies for students with disabilities.
- 2) Annually, by October 1, all members of the bargaining unit shall receive written notice as to whether there have been any changes in special education law and/or District special education policy/procedures changes. Thereafter, all staff will be informed verbally or in writing, on a timely basis, of any changes.

All new special education and support services staff (teachers), within the first 60 days of employment, will be provided orientation regarding District special education policies and procedures and current law. For all other new teachers said orientation will be held within the first sixty (60) days of each semester. Staff will be released from their regular duties to attend such orientation or be compensated through extended employment (Section III-I) or Professional Advancement Credit (Section III-H), at the option of the teacher. The inservice program shall be designed by a committee which includes half District and half MTI appointed representatives. Criteria for membership on the Committee will be established by MTI and the District. Bargaining unit members designated to design special education inservice programs shall be released from their regular duties for said purpose without loss of compensation.

**TO: MMSD Staff**  
**FROM: Daniel Nerad, Superintendent, Madison Metropolitan School District**  
**John A. Matthews, Executive Director, MTI**  
**DATE: June 2, 2009**  
**RE: Supporting students who demonstrate behaviors that lead to significant safety concerns for other students and staff**

The District and MTI strive to assure a safe learning and working environment for all in MMSD schools.

Ongoing confidential communication is essential in developing and subsequently implementing plans of support for a student who demonstrates a behavior that leads to a safety concern for other students or staff. Among the means of doing so is by addressing concerns regarding possible serious injury, as well as specific methods taken by the District to address the inappropriate behavior of the student. (For additional means, refer also to Section V-C-4-b of the MTI/MMSD Collective Bargaining Agreement.)

We call your attention to the District's practice for communicating significant concerns about safety and/or behavior of students with disabilities, which is summarized below.

**Communication among regular education teachers and special education staff/administration regarding significant concerns about the safety and/or behavior of students with disabilities:**

- Teacher(s) of a student with a disability who engages in behaviors which threaten the safety of others or significantly disrupt the educational process of self or others may request, in writing, assistance from the principal. Efforts will be made to have the circumstances of the concern examined by the student's IEP implementation team and the teacher initiating the request by the end of the workday following the day on which the written request was made. The student's parent(s) may also be included in the Team review. The Team will determine the procedures to remedy the situation, which may include addressing the concern informally with the IEP implementation team or convening a formal IEP Team meeting.
- If the teacher(s)' significant concerns include facts indicating that the student has previously inflicted serious bodily injury on another person while at school, on school premises, or at a school function, the student's IEP Team shall review the educational environment proposed for the student, with the objective of identifying and reducing physical risks, identifying and obtaining possible additional training for those who work with the student in order to reduce physical risks, and communicating to those assigned to the student procedures to be put in place to remedy the situation.

- If the requesting teacher finds that the student's behavior or learning remains a concern, the teacher may raise those concerns in writing and the District shall repeat the steps of above, specifically for the purpose of addressing the newly identified safety issue.
- If the teacher disagrees with the outcome of this process, he/she may request conflict resolution from the MMSD Department of Educational Services.

Keep in mind that the District Department of Educational Services Team is available to assist in developing plans to serve the needs of MMSD students. Please do not hesitate to contact the Department of Educational Services, at any time, with your suggestions, questions, and/or concerns.

I. HOURS OF SCHOOL

2. Elementary

- c: Elementary principals, in setting student hours, shall conform to the following standards on minutes of the teacher's responsibility with students.

<u>Grades</u>	<u>Monday</u>	<u>Tuesday through Friday</u>
Half-Day K 1,2,3,4,5 & Full Day K	285  285	337  377

The elementary student day is five (5) hours and fifteen (15) minutes (continuous time) on Mondays starting between 7:30 a.m. and 8:45 a.m.; and six (6) hours and forty-seven (47) minutes (continuous time) on Tuesdays through Fridays starting between 7:30 a.m. and 8:45 a.m. Said times include the duty-free lunch period referenced in Section V-J. MTI will be notified of the starting and ending times of the elementary student day for elementary schools prior to May 15<sup>th</sup> of the school year preceding the upcoming school year.

The Monday early ~~dismissal~~ release time may be used, at the option of the teachers, for parent-teacher conferences, elementary teacher planning, and staff development (inservice) except as modified by Section V-K-5; and the monthly staff meeting when the principal deems such meeting necessary. In addition to the above, this Monday early release time may be designated as the team planning time referred to in Section V-P-3. Staff members shall be required to attend such meeting. Such meetings ~~should~~ shall conclude by the end of the ~~regular school~~ teacher contract day.

Staff meetings may be scheduled once per month during Monday early release. To enable time for staff development, the business meeting portion of said staff meeting will not normally exceed thirty (30) minutes. The remaining portion of the time may be used for staff development, as determined by the principal. Said meeting should end by the end of the student day, as defined in Section V-I, but may, if the principal deems such necessary, last until the end of the teacher contract day, as defined in Section V-I.

Kindergarten teachers will be provided one (1) hour released time for each four (4) kindergarten pupils, or major fraction thereof. Such time shall be used for the purpose of conducting parent-teacher conferences. The early Monday afternoon dismissal will fulfill the afternoon required released time.

- e. The District shall make every reasonable effort to schedule elementary specials teachers in such a manner as to cluster the assignment of sections by similar grade level (i.e., first grades scheduled consecutively, second grades scheduled consecutively, etc.) and to insure that no specials teacher is assigned more than two (2) consecutive hours

without a planning period, duty-free lunch or at least ten (10) minutes of non-student contact time.





- 1) The last afternoon of the third quarter is utilized for recording and reporting by teachers at the elementary schools. Students are not present during this session. ~~On this day students will be dismissed 180 minutes after the start of the school day.~~

4. School closing or delay

- a. Should it become necessary to close or delay the opening of school due to inclement weather, power failures or other circumstances, notice shall be delivered prior to 6:30 a.m. to those in the bargaining unit over radio stations whose broadcast studios are located within the city limits of the City of Madison.
- b. Teachers shall be compensated for such day in their regular monthly payroll check. However, if it is necessary to extend the school year to enable the District to qualify for state aid, because of school being closed due to inclement weather, power failure or other circumstances, then in consultation with MTI, the District will increase the length of the remaining school days and/or with the mutual agreement of MTI, the District will increase the number of school days as is necessary to meet state standards on the days and hours of instruction.

5. Inservice Days.

There will be one (1) full inservice/staff development day and two (2) inservice/staff development partial days which will be held during the school year. One of the partial days will be held during Monday early dismissal time. This partial day shall occur other than on a Monday early dismissal time where the principal has deemed that a monthly staff meeting is necessary. ~~On the other partial day students will be dismissed, other than on a Monday, three (3) hours after the start of the student school day.~~ Staff members shall be required to attend such meetings and such meetings shall conclude at the end of the regular contract day. Interpreters and Therapy Assistants will participate in such programs.

Each School Improvement Committee will develop the inservice activities for the partial day inservice ~~in the second semester~~ occurring on the Monday early dismissal time.

**SCHOOL CALENDAR  
2010-2011, 2011-2012, 2012-2013**

*Note: The District would agree to the MTI calendars as set forth in the 2010-11, 2011-12 and 2012-13 as set forth in MTI's proposal of April 14, 2009.*

The calendars set forth in Section V-L shall be reopened for negotiations if the September 1<sup>st</sup> start date requirement in section 118.045(3) Wis. Stats. is repealed. If the District and MTI are unable to reach an agreement on the revised school calendar by February 1<sup>st</sup> of the school calendar year preceding the next affected school calendar year, the calendar set forth in V-L shall remain in effect. For example, if section 118.045(3) is repealed on July 1, 2009 the parties would reopen negotiations on the 2010-2011, 2011-2012 and 2012-2013 calendars. If the parties are unable to agree to a revised 2010-2011 calendar by February 1, 2010 the 2010-2011 calendar would remain as set forth in Section V-L. Similarly, if the parties are unable to agree to a revised 2011-2012 calendar by February 1, 2011 the 2011-2012 calendar would remain as set forth in Section V-L. Finally, if the parties are unable to agree to a revised 2012-2013 calendar by February 1, 2012 the 2012-2013 calendar would remain as set forth in Section V-L.

## SCHOOL CALENDAR 2009-2010

AUGUST (3NT) (1AS) (1SD)					SEPTEMBER (21)					OCTOBER (20)					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
						(1	2	3	4					1	2
					H7	8	9	10	11	5	6	7	8	9	
					14	15	16	17	18	12	13	14	15	16	
		NT	NT	NT AS	21	22	23	24	25	19	20	21	22	23	
SD	25	26	27	28	28	29	30			26	27	28	C29	C30	
31															
NOVEMBER (19)					DECEMBER (14)					JANUARY (19)					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
2	3	4	5	6		1	2	3	4					V1	
9	10	11	12	13	7	8	9	10	11	4	5	6	7	8	
16	17	18	19	20	14	15	16	17	18	11	12	13	14	15	
23	24	25	H26	V27	V21	V22	V23	V24	V25	H18	19	20	21	22	
30					V28	V29	V30	V31		(25	26	27	28	29	
FEBRUARY (19)					MARCH (20)					APRIL (19)					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
1	2	3	4	5	1	2	3	4	5				V1	V2	
8	9	10	11	12	8	9	10	11	12	V5	6	7	8	9	
15	16	17	18	19	15	16	17	18	19	12	13	14	15	16	
22	23	24	25	C26	22	23	24	25	26	19	20	21	22	23	
					V29	V30	V31			26	27	28	29	30	
MAY (20)					JUNE (9)										
M	T	W	TH	F	M	T	W	TH	F						
3	4	5	6	7		1	2	3	4						
10	11	12	13	14	7	8	9	10	11						
17	18	19	20	21											
24	25	26	27	28											
H31															

**HOLIDAYS-CONVENTION DAYS**

September 7	Labor Day
October 29-30	WEAC Convention
November 26	Thanksgiving
January 18	Martin Luther King Day
February 26	SWEIO Convention
May 31	Memorial Day

First Semester	90 days
Second Semester	92 days
<b>New Teachers:</b>	
Required Attendance	185 days
Paid Conventions	3 days
Paid Holidays	<u>4 days</u>
	192 days

**SYMBOLS:**

NT	New Teachers
AS	All Staff
SD	Staff Development
H	Holiday
V	Vacation Days (NonPaid)
C	Convention
(	Beginning of Semester
)	End of Semester

**Other Staff:**

Required Attendance	182 days
Paid Conventions	3 days
Paid Holidays	4 days
Voluntary Days	<u>3 days</u>
	192 days

## SCHOOL CALENDAR 2010-2011

AUGUST (3NT) (1AS) (1SD)					SEPTEMBER (21)					OCTOBER (19)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
							(1	2	3					1
					H6	7	8	9	10	4	5	6	7	8
		NT	NT	NT	13	14	15	16	17	11	12	13	14	15
AS	SD	25	26	27	20	21	22	23	24	18	19	20	21	22
30	31				27	28	29	30		25	26	27	C28	C29

NOVEMBER (20)					DECEMBER (13)					JANUARY (20)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
1	2	3	4	5			1	2	3	3	4	5	6	7
8	9	10	11	12	6	7	8	9	10	10	11	12	13	14
15	16	17	18	19	13	14	15	16	17	H17	18	19	20	21)
22	23	24	H25	V26	V20	V21	V22	V23	V24	(24	25	26	27	28
29	30				V27	V28	V29	V30	V31	31				

FEBRUARY (19)					MARCH (23)					APRIL (16)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1	2	3			1	2	3					1
	7	8	9	10	7	8	9	10	11	4	5	6	7	8
14	15	16	17	18	14	15	16	17	18	11	12	13	14	15
21	22	23	24	C25	21	22	23	24	25	V18	V19	V20	V21	V22
28					28	29	30	31		25	26	27	28	29

MAY (21)					JUNE (8)				
M	T	W	TH	F	M	T	W	TH	F
2	3	4	5	6			1	2	3
9	10	11	12	13	6	7	8	9	10)
16	17	18	19	20					
23	24	25	26	27					
H30	31								

**HOLIDAYS-CONVENTION DAYS**

September 6            Labor Day  
 October 28-29        WEAC Convention  
 November 25         Thanksgiving  
 January 17            Martin Luther King Day  
 February 25          SWEIO Convention  
 May 30                 Memorial Day

First Semester	89 days
Second Semester	93 days
<b>New Teachers:</b>	
Required Attendance	185 days
Paid Conventions	3 days
Paid Holidays	<u>4 days</u>
	192 days

**SYMBOLS:** NT New Teachers  
 AS All Staff  
 SD Staff Development  
 H Holiday  
 V Vacation Days (NonPaid)  
 C Convention  
 ( Beginning of Semester  
 ) End of Semester

<b>Other Staff:</b>	
Required Attendance	182 days
Paid Conventions	3 days
Paid Holidays	4 days
Voluntary Days	<u>3 days</u>
	192 days

## SCHOOL CALENDAR 2011-2012

AUGUST (3NT) (1AS) (1SD)					SEPTEMBER (21)					OCTOBER (19)					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
								(1 2		3	4	5	6	7	
					H5	6	7	8	9	10	11	12	13	14	
			NT NT		12	13	14	15	16	17	18	19	20	21	
NT	AS	SD	25	26	19	20	21	22	23	24	25	26	C27	C28	
29	30	31			26	27	28	29	30	31					
NOVEMBER (20)					DECEMBER (17)					JANUARY (16)					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
	1	2	3	4				1	2	V2	V3	V4	V5	V6	
	7	8	9	10	11	5	6	7	8	9	9	10	11	12	13
14	15	16	17	18	12	13	14	15	16	H16	17	18	19	20)	
21	22	23	H24	V25	19	20	21	22	23	(23	24	25	26	27	
28	29	30			V26	V27	V28	V29	V30	30	31				
FEBRUARY (20) (Leap Year)					MARCH (22)					APRIL (15)					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
		1	2	3				1	2	V2	V3	V4	V5	V6	
	6	7	8	9	10	5	6	7	8	9	V9	10	11	12	13
13	14	15	16	17	12	13	14	15	16	16	17	18	19	20	
20	21	22	23	C24	19	20	21	22	23	23	24	25	26	27	
27	28	29			26	27	28	29	30	30					
MAY (22)					JUNE (8)										
M	T	W	TH	F	M	T	W	TH	F						
	1	2	3	4					1						
	7	8	9	10	11	4	5	6	7	8					
14	15	16	17	18	11	12)									
21	22	23	24	25											
H28	29	30	31												

**HOLIDAYS-CONVENTION DAYS**

September 5            Labor Day  
 October 27-28        WEAC Convention  
 November 24         Thanksgiving  
 January 16            Martin Luther King Day  
 February 24          SWEIO Convention  
 May 28                Memorial Day

First Semester	88 days
Second Semester	94 days
<b>New Teachers:</b>	
Required Attendance	185 days
Paid Conventions	3 days
Paid Holidays	<u>4 days</u>
	192 days

**SYMBOLS:** NT New Teachers  
 AS All Staff  
 SD Staff Development  
 H Holiday  
 V Vacation Days (NonPaid)  
 C Convention  
 ( Beginning of Semester  
 ) End of Semester

<b>Other Staff:</b>	
Required Attendance	182 days
Paid Conventions	3 days
Paid Holidays	4 days
Voluntary Days	<u>3 days</u>
	192 days

## SCHOOL CALENDAR 2012-2013

AUGUST (3NT) (1AS)					SEPTEMBER (18) (1SD)					OCTOBER (21)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
										1	2	3	4	5
					H3	SD4	(5	6	7	8	9	10	11	12
					10	11	12	13	14	15	16	17	18	19
		NT	NT	AS	17	18	19	20	21	22	23	24	C25	C26
		28	29	30	24	25	26	27	28	29	30	31		

  

NOVEMBER (20)					DECEMBER (15)					JANUARY (18)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1	2	3	4	5	6	7	V1	V2	V3	V4	
5	6	7	8	9	10	11	12	13	14	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	14	15	16	17	18)
19	20	21	H22	V23	V24	V25	V26	V27	V28	H21	(22	23	24	25
26	27	28	29	30	V31					28	29	30	31	

  

FEBRUARY (19)					MARCH (16)					APRIL (21)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
				1					1	V1	2	3	4	5
4	5	6	7	8	4	5	6	7	8	8	9	10	11	12
11	12	13	14	15	11	12	13	14	15	15	16	17	18	19
18	19	20	21	C22	18	19	20	21	22	22	23	24	25	26
25	26	27	28		V25	V26	V27	V28	V29	29	30			

  

MAY (22)					JUNE (10)				
M	T	W	TH	F	M	T	W	TH	F
		1	2	3	3	4	5	6	7
6	7	8	9	10	10	11	12	13	14)
13	14	15	16	17					
20	21	22	23	24					
H27	28	29	30	31					

**HOLIDAYS-CONVENTION DAYS**

September 3            Labor Day  
 October 25-26        WEAC Convention  
 November 22         Thanksgiving  
 January 21            Martin Luther King Day  
 February 22          SWEIO Convention  
 May 27                Memorial Day

First Semester	86 days
Second Semester	96 days
<b>New Teachers:</b>	
Required Attendance	185 days
Paid Conventions	3 days
Paid Holidays	<u>4 days</u>
	192 days

**SYMBOLS:** NT New Teachers  
 AS All Staff  
 SD Staff Development  
 H Holiday  
 V Vacation Days (NonPaid)  
 C Convention  
 ( Beginning of Semester  
 ) End of Semester

<b>Other Staff:</b>	
Required Attendance	182 days
Paid Conventions	3 days
Paid Holidays	4 days
Voluntary Days	<u>3 days</u>
	192 days

**V - Factors Relating to Employment -  
Classroom - P**

**P. PLANNING TIME**

1. ~~In addition to the hour of planning time provided by early dismissal on Mondays, all full-time elementary teachers and all full-time Special Education Services teachers assigned to elementary and middle schools shall have at least three and one-half hours per week of planning time within the established school day for pupils. Such planning hours shall be scheduled in at least one-half hour lots.~~

All full-time elementary teachers shall be provided one (1) hour of planning time during the Monday early release of students except for the weeks on which the monthly staff meeting as set forth in Section V-I-2-c is held. Except when the principal designates Monday early release as team planning time per Section V-I-2-c, the time resulting from Monday early release of students may be used, at the teacher's option, for planning, parent-teacher conferences or staff development (inservice), except as modified by Section V-K-5 of the Collective Bargaining Agreement.

2. ~~In addition to the plan time set out in the first paragraph of this section (Section V-P-1), all full-time elementary classroom teachers (limited to full-day kindergarten and first through fifth-grade teachers) and full-time special education classroom teachers shall have an additional one hour per week of planning time within the established school day for pupils. This additional one hour planning time per week shall be designated for team planning time e.g., grade-level team planning time. This one hour of team planning time may occur during the Monday early release time, at the discretion of the principal. The one hour of team planning shall be designated for instructional purposes only.~~

Full-time elementary teachers and full-time special education teachers, who are assigned to elementary and/or middle schools shall, in addition to the planning time provided in paragraph one (1) above, be provided at least three and one-half (3.5) hours of planning time per week within the school day for pupils, as defined in Section V-I.

3. Full-time elementary classroom teachers, who are assigned kindergarten through grade five (5), and full-time special education classroom teachers, shall additionally be provided one (1) hour of team planning time per week within the school day for pupils, as defined in Section V-I. Team planning shall be for instructional purposes only through collaboration among teachers; however, the principal may recommend items for discussion during team planning. A principal may schedule said team planning time during Monday early release. If such occurs, it shall not satisfy the hour of individual planning time set forth in Section V-P-1, above.
4. All such planning time referenced in paragraph one (1) through three (3) above shall be in one-half (.5) hour lots.
5. It shall not be a violation of this provision if a teacher loses planning time due to schedule changes made necessary as a result of an emergency(ies) or has voluntarily surrendered such planning time.

6. School Nurses shall have five (5) hours per week, with such being prorated for nurses employed part-time, for planning such things as classroom presentations, resource development and other instructional services. Such time shall be scheduled by the School Nurse; however, such may be interrupted should the Nurse's nursing services be required. If any of this planning time is outside the scheduled building, prior approval from the building principal or his/her representative must be received. Should a nursing emergency occur, and the School Nurse is not present, the procedure established by the administration for such circumstances, shall be implemented.
7. The District may cover absent teachers by offering same to teachers assigned to the building part-time.



**A. ABSENCE ALLOWANCE**

1. A new teacher employed under a regular contract shall be advanced nine (9) days sick leave at the time of hire with one (1) additional day being contributed to the sick leave bank in Section VII-G-2. A teacher who has had sick leave advanced under this provision shall not be able to earn sick leave during the first year of employment. Thereafter, sick leave is earned at the rate of one (1) day per payroll period for each teacher provided that the teacher receives pay for one-half or more of the days included in the payroll report period. Sick leave is not advanced.
  - a. Sick leave may not be used prior to the time it is earned, unless approval is obtained from the Superintendent. If the Superintendent approves the advancement of sick leave such sick leave is vested only upon completion of the contract year. Any employee whose employment ceases will be credited only with those days earned at the time employment ceases. Days used in excess of those earned will be deducted from the employee's final paycheck.
  - b. A teacher employed under a temporary contract earns one (1) day of sick leave per month of pay. Said day is earned when one works within a pay period. Days earned and unused will be carried forward and deposited in his/her PSLA should a teacher so employed continue to be employed under a temporary contract be employed under a regular contract in the following school year.

**B. HEALTH INSURANCE**

1. The Wisconsin Physicians Service, ~~Dane County Health Maintenance Program (HMP)~~ statewide PPO, under WPS Policy Group #1202, via WPS' Statewide Preferred Provider Network (and Beech Street Network for non-emergency services outside Wisconsin), is available at the option of the eligible teacher. All bargaining unit members who are employed half-time (.5) or more are eligible for health insurance coverage. All references in this section to "Insurance" will also apply to "The Administrative Services Only Plan ['The Plan']."
4. The School District shall contribute ninety 90% of the monthly premium for both single and family coverage.
10. Teachers On Long Term Disability

Waiver of Premium

The policy will contain a waiver of premium clause for an employee in non-pay status due to medical leave of absence.

\*The Waiver of Premium benefit for an employee on temporary contract is for the duration of the temporary contract for those employee under a full-time temporary contract due to provisional license. Such benefit is subject to availability under, and the terms and conditions of, the LTD carrier.

**C. INCOME PROTECTION/LONG TERM DISABILITY**

1. The Madison Metropolitan School District shall provide to teachers, who are employed half-time or more, as well as those employed under a full-time temporary contract due to provisional licensure\*, employed half-time or more, at no cost to the employee, long term disability income protection insurance. The commencement of disability is the date on which the attending physician certifies that the employee is medically incapable of performing the duties of his/her job.

\*benefit for duration of temporary contract for those employed under full-time temporary contract due to provisional licensure is subject to availability under, and the terms and conditions of, the LTD carrier.

2. Disability benefits, from all sources, shall be 80% of the eligible employee's monthly salary at the commencement of the disability, excluding any overtime, bonus, extra pay or additional remuneration of any kind. This benefit may be periodically increased by a cost of living adjustment (COLA) according to the calculation and decision of the carrier. The maximum monthly plan benefit is \$6500. The monthly benefit shall be reduced by the amount of any Other Income Benefit to which the employee is entitled as defined in the LTD certificate dated ~~January 1, 1996~~ April 1, 1998. The minimum monthly benefit under the plan is \$50.00.
3. Benefit payments are payable up to age 70 as required by law and as set out in the LTD certificate dated ~~January 1, 1996~~ April 1, 1998. Said table shall be changed if necessary to comply with all applicable federal guidelines. ~~(MTI's agreement to this provision is not to be construed as accepting the legality of the tables in the LTD certificate dated January 1, 1996.)~~
5. The method of calculating monthly benefits shall be according to the following formulas:
  - a. First Year of Disability:
    - 1) Annual Salary Paid Contract Days = Daily Earnings Rate
    - 2) Daily Earnings Rate times (X) eighty percent (80%) = Daily Benefit Rate
    - 3) Daily Benefit Rate times (X) Paid Contract Days = Total Benefits During Period of Disability
  - b. Disability Beyond the First Year:
    - 1) Annual Salary divided by twelve (12) = Monthly Earning Rate
    - 2) Monthly Earning Rate times (X) eighty percent (80%) = Monthly Benefits\*

\* Said benefits shall be paid on the first of each month ~~monthly~~ as long as the teacher qualifies

for same.

6. The LTD plan will be amended, effective July 1, 2009, to enable claimants to elect to have federal taxes withheld from their LTD checks.

**E. TAX DEFERRED ANNUITY**

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 School District's 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. ~~Companies which~~ Agents who do not maintain an office in the Madison Metropolitan School District Area and/or are not affiliated with a licensed company with an office located in said area will be approved by mutual agreement between MTI and the District. The School 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:

4. Agreements to permit initial participation in a tax deferred annuity program shall be made on the proper form to be provided by the ~~Office of Accounting and Payroll~~ Human Resources. Completed agreements will be submitted to the Department of Human Resources by the authorized agents.
9. New enrollments are permitted anytime during the calendar year if the proper form is filed with ~~the Secretary of the Board of Education~~ Human Resources. Forms must be received by the School 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 year except that this requirement does not apply to the first agreement that has less than one year to run. The Madison Metropolitan School District rules for making a change in a salary reduction agreement are as follows:
  - a. No more than ~~four (4)~~ two (2) changes in a salary reduction agreement (either an increase or a decrease) are permitted over a ~~period of two (2)~~ calendar years. This may be accomplished at anytime during the calendar year but the proper form must be received by the School 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 anytime if the proper form is submitted to the School District at least twenty (20) working days prior to a payday on which the deduction is to be stopped. ~~A new agreement may be started in a subsequent calendar year.~~
11. ~~Employees eligible to participate in the State Teachers Retirement System may participate in the Teachers Retirement tax deferred annuity program in addition to one tax deferred private company annuity program if they so desire.~~ If two 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. ~~(Those not eligible for participation in the State Teachers Retirement System may participate in only one tax deferred annuity program approved by the Secretary of the Board of Education.)~~

F. DENTAL INSURANCE

4. Dental Insurance Benefits During Layoff

An employee on layoff may continue group dental insurance coverage available through the Collective Bargaining Agreement during the recall period, but not to exceed thirty-six (36) months from the effective date of layoff by reimbursing the District for premium costs. The thirty-six (36) month period set forth above runs concurrently with any rights provided for under State law and Federal COBRA benefit provisions.

5. Dental Insurance Resumption

a. For employees on layoff:

- 1) Employees recalled on or before August 10 shall not be required to re-enroll in the insurance plan.
- 2) Employees recalled after August 10 shall have insurance coverage effective September 1 provided the employee completes the necessary forms and delivers same to the Department of Human Resources by or before the last work day in August.

b. For employees who are given an increase in contract or hours which make them eligible for benefits:

- 1) Employees who, on or after new teacher orientation day, or on or before the last work day in August, are provided an increase in hours or percentage of contract which makes them eligible for insurance coverage, shall have such coverage effective September 1 providing the employee completes the necessary forms and delivers same to the Department of Human Resources by or before the last work day of August.
- 2) All other employees who receive an increase in hours or percentage of contract before the new teacher orientation day are expected to complete the necessary forms and deliver same to the Department of Human Resources on or before new teacher orientation day.

c. Employees returning from leave of absence:

- 1) Employees who have continued their insurance while on leave of absence shall have resumption of the District's contribution for coverage effective September 1.
- 2) Employees who have not continued insurance while on leave shall have the enrollment forms mailed to them, by the District, during the month of June and shall deliver same to the Department of Human Resources on or before all staff day in order to have insurance effective September 1.

**G. INCOME CONTINUATION PLAN**

1. Definitions:

f. Retirement Insurance Account, hereinafter referred to as RIA, is an account established at retirement from unused sick leave days for the sole purpose of providing health, dental, ~~and life and long term care~~ insurance coverage as provided by this Agreement, at no cost to the retiring teacher and his/her eligible dependents. ~~(Also amend to enable deductions for long term care, if Long Term Care is added to the contract.)~~

2. Sick Leave Bank

a. Eligibility: Teachers, including those employed under temporary contract due to provisional license, will participate in the SLB. /1 Teachers who are returning to teaching in the Madison Metropolitan School District after a termination will participate in the SLB. Participation in the SLB is mandatory for all teachers, including those employed under temporary contract due to provisional license.

1/ Sick leave deposits made by part-time teachers shall be on a prorata basis. However, such deposits shall be accounted for in the SLB on a full-term basis. Teachers on approved leave shall not be assessed sick leave for deposits in the SLB.

b. Balance: The minimum SLB balance for the first year of operation shall be established by the rules governing initial deposits into the SLB as described herein. The maximum SLB balance shall be equal to ~~five (5)~~ six (6) days per teacher ~~for any year in which the SLB is in operation.~~

c. Deposits:

1. Three (3) sick leave days per teacher, as defined above shall be deposited in the SLB upon the establishment of said bank. Annually thereafter, on February 1, one (1) sick leave day per teacher shall be deposited in the SLB until the maximum SLB balance as defined above is reached. Such deposits cease when said balance is reached to the nearest one year deposit. When the SLB drops below the minimum balance as defined above, one (1) sick leave day per teacher shall be deposited into the SLB.

2. The above-mentioned deposits shall be made from each teacher's "accumulated" and "earned" sick leave days. Sick leave days which are deposited in a manner set forth above are nonrefundable. Upon death or resignation of a teacher, eighty percent (80%) of said teacher's unused PSLA and Retirement Insurance (RIA) shall be deposited in the SLB. A teacher who resigns who has unused PSLA and/or RIA shall have his/her unused PSLA and/or RIA deposited in the SLB if the teacher does not return to the District within twelve (12) months of his/her termination of employment.

d. Withdrawals:



1. Teachers may request the use of sick leave days from the SLB for any medically approved personal disability as defined herein for which the teacher is expected to be off work for more than eleven (11) consecutive work days. One's return to work of no more than one day's duration shall not count as a break in absence for determining the eleven (11) work day eligibility period.
2. Effective July 1, 2009, teachers may also request the use of sick leave days from the SLB for a serious health condition, as defined in Section VI-A-3-d, of a member of the teacher's immediate family as defined in Section VI-A-3-b-1). 2). 3) and 4) for which the teacher is expected to be off work for more than eleven (11) consecutive work days. One's return to work of no more than one day's duration shall not count as a break in absence for determining the eleven (11) work day eligibility period for this provision.
3. Before receiving sick leave day(s) from the SLB under subsection d, paragraph 1 or 2, however, such teachers must first have exhausted their individual PSLA or utilized fifty-five (55) days of sick leave from the PSLA, whichever comes first. Requests for use of sick leave from the SLB shall be made in writing by the teacher when capable and/or his/her representative to the Benefits Manager of the Madison Metropolitan School District and shall be accompanied by said teacher's doctor report identifying the teacher's disability and the anticipated length of such disability. Withdrawals under subsection d, paragraph 1, shall not exceed forty-four (44) consecutive work days. Withdrawals under subsection d, paragraph 2, shall not exceed ten (10) work days.
4. The Benefits Manager of the Madison Metropolitan School District shall notify the teacher on a timely basis if his/her SLB withdrawal request has been approved or disapproved.

e. Appeal Procedure:

A SLB withdrawal request which is denied by the Benefits Manager may be appealed to the Superintendent of Schools by the teacher so denied or if the teacher desires, by MTI on behalf of said teacher. Should the Superintendent sustain the action of the Benefits Manager by denying said appeal, MTI may appeal such denial as per the grievance procedure contained in this Agreement, Section II-B.

f. Notification and Reporting:

1. A copy of any denial by the Benefits Manager or the Superintendent as described above shall be sent by the Benefits Manager to the teacher so denied and to the Executive Director of Madison Teachers Incorporated at the time of such denial.
2. By ~~September 1~~ November 1<sup>st</sup> of each year, the Benefits Manager of the Madison Metropolitan School District shall send to the Executive Director of Madison Teachers Incorporated a report showing PSLA, SLB usages and balances for the operating year.

g. The Department of Human Resources shall administer the SLB per the terms set forth herein.

6. Retirement Insurance Account

c. If a retired employee dies and is receiving benefits under Section VII-G-6, his/her spouse or designated family partner (partner provision not applicable unless the IRS deems the provision of such a benefit to be a non-taxable benefit) will continue to receive benefits which are in force at the time of the death of the retired employee until the first of the following occurs:

- 1) Said funds are exhausted;
- 2) The spouse elects to discontinue coverage in the District benefits programs;
- 3) The spouse dies; or
- 4) The spouse remarries.

e. Eligibility:

- 1) Teachers who retire after reaching age fifty-five (55) or under age fifty-five (55) and eligible for TEERP, are eligible to use their RIA.

f. The Retirement Insurance Account (RIA) may be used for the payment of insurance premiums from the District's health insurance plans or from a non-District sponsored group health insurance plan and/or Medicare supplement plan. The following delineates the procedure for the retiree's election and enrollment in the RIA.

1. The retiree (and/or the retiree's spouse or partner [partner provision not applicable unless the IRS deems the provision of such a benefit to be a non-taxable benefit]) shall have the option to select in writing at the time of application for retirement pursuant to the timelines in paragraph a) below, and annually on or before August 1<sup>st</sup> prior to the beginning of the subsequent school year once retired to either continue in the District's health insurance or to participate in a non-District sponsored group health insurance plan or Medicare supplemental subject to the following terms and conditions.

a) Such written election shall be filed with the Department of Human Resources by August 1<sup>st</sup> prior to the beginning of the subsequent school year.

b) The retiree shall be notified at the time of retirement of the total amount of funds available under the RIA.

c) If the retiree (and/or the retiree's spouse or partner [partner provision not applicable unless the IRS deems the provision of such a benefit to be a non-taxable benefit]) elects to continue or re-enroll in the District's health insurance he/she shall only be eligible to participate in the District's health insurance coverage(s) pursuant to the eligibility and enrollment terms of the District's insurance carrier(s).

d) If the retiree (and/or the retiree's spouse or partner [partner provision not applicable unless the IRS deems the provision of such a benefit to be a non-taxable benefit]) elects to enroll in a non-District sponsored group health insurance plan, he/she shall be eligible for insurance subject to the eligibility and enrollment terms of the applicable non-District sponsored group health insurance carriers. The retiree may be eligible to re-enroll in the District's health insurance after the retiree has enrolled in a non-District sponsored group health insurance plan pursuant to the eligibility and enrollment terms of the District's insurance carrier(s).

## VIII - Other Board and MTI Agreements - B

### B. ADOPTION OF BOARD POLICIES

All policies of the Board of Education affecting teachers' wages, hours and conditions of employment shall remain in effect unless changed by mutual agreement by the Board of Education and Madison Teachers. This agreement shall be binding on each of the parties for the period July 1, ~~2007~~ 2009 to June 30, ~~2009~~ 2011, the duration of this Collective Bargaining Agreement.

## **VIII - Other Board and MTI Agreements - D**

### **D. WORKSTOPPAGE**

The Board of Education and MTI subscribe to the principle that differences of opinion between the parties should be resolved by the peaceful means available without interruption of the school program.

Therefore, MTI agrees that there will not be any strikes, work stoppages or slow downs during the life of this Agreement, i.e., for the period commencing July 1, ~~2007~~ 2009 and ending June 30, ~~2009~~ 2011. Upon the notification of the President and Executive Director of MTI by the President of the Board of Education of the Madison Metropolitan School District of any unauthorized concerted activity, as noted above, MTI shall notify those in the collective bargaining unit that it does not endorse such activity. Having given such notification, MTI shall be freed of all liability in relation thereto.

The Board of Education agrees that it will not lock-out collective bargaining unit members during the period specified above.

## ADDENDUM A

RE: Alternative High Schools: Malcolm Shabazz High School and Charter Schools

RECOGNITION: This is an addendum to the "Teacher" Collective Bargaining Agreement, July 1, 2007 2009 - June 30, 2009 2011. This addendum sets forth the additions, exclusions and amendments to that Agreement as it affects the positions of those employed as paraprofessionals at Shabazz High School.

The terms "employee" and "paraprofessionals" as used herein shall refer to all staff employed at Shabazz High School and Charter Schools, excluding regularly contracted "teachers," clerical/technical employees, education assistants and supervisors as defined in Wisconsin Statute 111.70.

### TERMS

- I. GENERAL: The terms set forth below shall apply solely to the operation of Shabazz High School and Charter Schools and shall establish no precedent.

Except as noted hereafter, the terms and conditions of the "Teacher" Collective Bargaining Agreement shall apply to paraprofessionals. The word "teacher" and "employee" or similar designation in the Agreement shall mean "paraprofessionals" when such contract provision is being applied to such an employee.

- II. COLLECTIVE BARGAINING AGREEMENT MODIFIED AS IT APPLIES TO SHABAZZ HIGH SCHOOL AND CHARTER SCHOOLS

1. Sections I-B-3, paragraph a, of the Agreement shall not apply to the operation of Shabazz High School and Charter Schools.
2. Sections III-A, B, C, D, F, G, H, and I of the Agreement shall not apply to those employed in the positions covered by this Addendum. However, deposits will be made to the Wisconsin Retirement System pursuant to Section III-A.

~~(Implementation of the above-referenced employees' participation in the Income Continuation Plan will be in accordance with Section VII-G-7 of the Collective Bargaining Agreement with amendment to the last sentence of same, for the instant purpose, as follows: Effective with the 1995-96 school year, the division of such days between the person's PSLA and his/her RIA shall be of the remaining days of current sick leave, at the conclusion of the school year.)~~

3. Sections IV-E, F, O shall apply to those employed in the positions covered by this Addendum; however, the terms set forth in Section IV-E, F, O shall apply only within the category of "paraprofessionals" and only within the schools designated above for said employees. Seniority shall be as of the employee's original date of hire.
4. Sections IV-I, J, N shall apply in procedure only to the employees governed by this Addendum; i.e., it is agreed that the Board and the employees shall not be governed by Wisconsin Statute 118.22 for the employees governed by this Addendum, but the procedure set

forth in the Agreement shall apply for "nonrenewal" and/or "dismissal" as though a contract did exist between the Board and the employee.

5. Sections IV-Q and S shall not apply to those governed by this Addendum.
6. The employees governed by this Addendum shall be salaried on an hourly basis under the ~~2007-2009~~ 2009-2011 Collective Bargaining Agreement, as follows:

Index  
(100 = .0007 x Teacher Base)

	<u>Index</u>	<u>2009-10</u>	<u>2010-11</u>
Level 1 (1st year of service)	100 - \$1.50		
Level 2 (2nd year of service)	100 - \$ .50		
Level 3 (3rd year of service)	100		
Level 4 (4th year of service)	105		
Level 5 (5th year of service)	110		
Level 6 (6th year of service)	115		
Level 7 (7th year of service)	120		
Level 8 (8th year of service)	125		
Level 9 (9th year of service)	130		
Level 10 (10th year of service)	135		
Level 11 (11th year of service)	140		
Level 12 (12th year of service)	145		
Level 13 (13th year of service)	150		
Level 14 (14th year of service)	155		
Level 15 (15th year of service)	160		

- a. The salary of the said employees is determined on the above scale with said individual placed at level one when hired. Said individual shall advance annually to the next level. The above amounts shall be revised proportionally to reflect modification of the Base Salary, Section III-A of the Collective Bargaining Agreement.
- b. Said employees shall be compensated biweekly.
- c. Any individuals so eligible will advance on the salary schedule set forth in Addendum A in accordance with Section III-G-15 of the Collective Bargaining Agreement.

Compensation for those above Level 15:

Level 15 (15 <sup>th</sup> and 16 <sup>th</sup> years of service)	160
Level 16 (17 <sup>th</sup> and 18 <sup>th</sup> years of service)	Level 15 + 2%
Level 17 (19 <sup>th</sup> and 20 <sup>th</sup> years of service)	Level 16 + 2%
Level 18 (21 <sup>st</sup> and 22 <sup>nd</sup> years of service)	Level 17 + 2%
Level 19 (23 <sup>rd</sup> and 24 <sup>th</sup> years of service)	Level 18 + 2%

Level 20 (25 <sup>th</sup> and 26 <sup>th</sup> years of service)	Level 19 + 2%
Level 21 (27 <sup>th</sup> and 28 <sup>th</sup> years of service)	Level 20 + 2%
Level 22 (29 <sup>th</sup> and 30 <sup>th</sup> years of service)	Level 21 + 2%
Level 23 (31 <sup>st</sup> and 32 <sup>nd</sup> years of service)	Level 22 + 2%

It is further agreed that the above shall apply only to those individuals employed as "paraprofessionals." The teachers employed and assigned to the above noted schools shall be governed in accordance with the "Teachers" Collective Bargaining Agreement. The duration of this Addendum shall coincide with the duration of the "Teachers" Collective Bargaining Agreement.

7. "Paraprofessionals" covered by this Addendum working in Charter Schools may be hired for short blocks of time - i.e. six-week or twelve-week blocks.
- ~~8. It is further agreed that the individuals hired to perform services in the Charter Schools for the 1994-95 school year will be retroactively compensated in accordance with this Agreement.~~
9. The Board of Education shall hold all bargaining unit employees of the District employed in Charter Schools harmless from civil liability for any act or omission done in good faith in attempting to prevent a pupil's suicide attempt to the extent such immunity would have been provided if Sec. 118.295, Wis. Stats. applied.
10. The Board of Education shall hold said bargaining unit employees of the District employed in Charter Schools harmless from civil liability because of their referring a pupil enrolled in the School District to law enforcement authorities or their removing a pupil from the school premises or from participating in a school sponsored activity because of suspicion of, possession of, distribution or consumption of alcoholic beverages or controlled substances to the extent such exemption from liability would have been provided if Sec. 118.257, Wis. Stats. applied.
11. Paragraphs 9 and 10 hereof shall be rendered null and void on the day following enactment of a law restoring liability exemptions of Sec. 118.295 and 118.257, Wis. Stats. to Charter Schools personnel.



## ADDENDUM B

RE: Group 1 Therapy Assistants  
Group 2 Interpreters/Braillists  
Group 3 Science Materials Specialists  
Group 4 Special Needs Nurse

RECOGNITION: This is an addendum to the "Teachers" Collective Bargaining Agreement, July 1, ~~2007~~ 2009 - June 30, ~~2009~~ 2011. This addendum sets forth the additions, exclusions and amendments to that agreement as it affects the positions of those employed as Therapy Assistants, Interpreters, Science Materials Specialists and/or Special Needs Nurse.

### TERMS

1. Addendum A of the Teachers' Collective Bargaining Agreement, which sets forth the wages, hours, and working conditions for "paraprofessionals and/or teaching assistants" at the Alternative High School, shall be amended so as to include said employees, based on the following terms and conditions:
  - a. Except as noted hereafter, the terms and conditions of the Teachers' Collective Bargaining Agreement shall apply to the employees identified in Groups 1, 2, 3, and 4 above. The word "teacher" and "employee" or similar designation in the Agreement shall mean "Therapy Assistants", "Interpreters", or "Science Materials Specialists" when such contract provision is being applied to such an employee.
    - 1) Section I-B-3, paragraph a, of the Agreement shall not apply to the employees identified in Groups 1, 2, 3 and 4.
    - 2) Sections III-A, B, C, D, F, G, H, and I of the Agreement shall not apply to those employed in positions covered by this Addendum, except Section III-F shall apply to interpreter positions only. However, deposits will be made to the Wisconsin Retirement System pursuant to Section III-A.

~~(Implementation of the above referenced employees' participation in the Income Continuation Plan will be in accordance with Section VII G of the Collective Bargaining Agreement with amendment to the last sentence of same, for the instant purpose, as follows: The division of such days between the person's PSLA and his/her RIA shall be of the remaining days of current sick leave, at the conclusion of the school year.)~~
    - 3) Sections IV-E, F, O shall apply to those employed in the positions covered by this Addendum; however, the terms set forth in Section IV-E, F, and O shall apply solely within each group as herein defined. The seniority date, of the employees governed by this Addendum, shall be that which is on record with the District as of August 13, 1980.
    - 4) Section IV-I, J and N shall apply in procedure only to the employees governed by this Addendum; i.e., it is agreed that the Board and the employees shall not be governed by

Wisconsin Statute 118.22 for the employees governed by this Addendum, but the procedure set forth in the Agreement shall apply for "nonrenewal" and/or "dismissal" as though a contract did exist between the Board and the employee.

- 5) Section IV-Q (Individual Teacher Contract) and S (Teachers on Part-Time Contracts) shall not apply to those governed by this Addendum.
- 6) Section V-I (Hours of School) shall not apply to those governed by this Addendum. Work Schedules (hours) shall be determined by the Employer.
- 7) Section V-K (School Calendar) shall not apply except for subsection 4, and except that the Employer agrees to schedule work (hours) only on the calendar days set forth in the school calendar(s) that are found in said Section V-K, except as may be needed for summer school programs and the four (4) paid holidays: Labor Day, Thanksgiving, Memorial Day and Martin Luther King Jr. Day.
- 8) Salaries

The employees governed by this Addendum shall be salaried on an hourly basis under the ~~2007-2009~~ 2009-11 Collective Bargaining Agreement as follows:

<u>Step</u>		<u>Index</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	1st year of employment	100		
2	2nd year of employment	108		
3	3rd year of employment	113		
4	4th year of employment	118		
5	5th year of employment	123		
6	6th year of employment	128		
7	7th year of employment	133		
8	8th year of employment	138		
9	9th year of employment	143		
10	10th year of employment	148		
11	11th year of employment	153		
12	12th year of employment	158		
13	13th year of employment	163		
14	14th year of employment	168		
15	15th year of employment	173		

\* Hourly rate based on X - (.0007 X Teacher Base - \$2.50)

- a) The salary of the said employees is determined on the above scale with said individual (except interpreters) placed at Level one when hired. The salary of interpreters is determined on the above scale with said individuals placed pursuant to Section III-F of the Agreement. All employees covered by this Addendum shall advance annually to the next level. The above amounts shall be revised proportionally to reflect modification of the Base Salary, Section III-A of the

Collective Bargaining Agreement.

The salary placement of persons hired as Special Needs Nurses will be as follows:

- Step 1 - Licensed Practical Nurse
- Step 3 - Associate Degree Registered Nurse
- Step 4 - Diploma Completion Registered Nurse
- Step 7 – Bachelor’s Degree Registered Nurse

- b) Said employees shall be compensated biweekly.
- c) Effective with the 1989-90 school year any individual so eligible will advance on the salary schedule set forth in Addendum B in accordance with Section III-G-15 of the Collective Bargaining Agreement.

Levels will be as follows:

	<u>Step</u>	<u>2009-2010</u>	<u>2010-2011</u>
Level 15 (15 <sup>th</sup> , 16 <sup>th</sup> years of service)	173		
Level 16 (17 <sup>th</sup> , 18 <sup>th</sup> years of service)	Level 15 + 2%		
Level 17 (19 <sup>th</sup> , 20 <sup>th</sup> years of service)	Level 16 + 2%		
Level 18 (21 <sup>st</sup> , 22 <sup>nd</sup> years of service)	Level 17 + 2%		
Level 19 (23 <sup>rd</sup> , 24 <sup>th</sup> years of service)	Level 18 + 2%		
Level 20 (25 <sup>th</sup> , 26 <sup>th</sup> years of service)	Level 19 + 2%		
Level 21 (27 <sup>th</sup> , 28 <sup>th</sup> years of service)	Level 20 + 2%		
Level 22 (29 <sup>th</sup> , 30 <sup>th</sup> years of service)	Level 21 + 2%		
Level 23 (31 <sup>st</sup> , 32 <sup>nd</sup> years of service)	Level 22 + 2%		
Level 24 (33 <sup>rd</sup> , 34 <sup>th</sup> years of service)	Level 23 + 2%		

- 2. The duration of this Addendum shall coincide with the duration of the Teachers' Collective Bargaining Agreement.

## **ADDENDUM F**

The Parties agree that the WPS policy in effect under Group 1202 on ~~December 31, 1999~~ July 1, 2007 under the Wisconsin Physicians Service, Dane County Health Maintenance Program (HMP) under WPS Policy Group 1202 is contained in the Collective Bargaining Agreement by reference in this Addendum. It is agreed that such will be amended to include modifications mutually agreed upon in the future and the inclusion of all state and federally mandated benefits [including COBRA] for those covered by health insurance, established henceforth on the effective date of the mandated benefit.

## ADDENDUM G

### RE: Bilingual Resource Specialists

This is an addendum to this Collective Bargaining Agreement (Agreement), July 1, ~~2007~~ 2009 – June 30, ~~2009~~ 2011. This addendum consists of additions, exclusions and amendments to the Agreement as it affects the Bilingual Resource Specialist positions. No provision of the Agreement applies to the Bilingual Resource Specialists unless specifically set forth herein.

The Board of Education recognizes Madison Teachers, Inc. as the exclusive collective bargaining representative for Bilingual Resource Specialists (also referred to herein as “teacher” or “employee”). The duties and responsibilities of Bilingual Resource Specialists shall be performed only by such “teachers.”

Effective with the 2009-10 school year, BRS will be compensated for days on which the WEAC Convention is held.

On Thursday of said Convention, BRS may attend the Convention or work on regularly assigned responsibilities. If the District schedules inservice on this Thursday, BRS may attend that supplemental inservice.

On Friday of said Convention, the District will hold an inservice for BRS.

The District will supplant the Thursday of WEAC State Teachers’ Convention inservice/staff training with another calendar day of District scheduled inservice/staff training which will occur on one of the five working days prior to the first day of school for students as presently scheduled for BRS employees as set forth in subsection F, paragraph 3, below.

- I. The following sections of the Agreement apply to Bilingual Resource Specialists:
- I-A MANAGEMENT RIGHTS CLAUSE
  - II-A CONFERENCE AND NEGOTIATION
  - II-B GRIEVANCE PROCEDURE
  - III-E PAYROLL DEDUCTIONS
  - III-L EXTRA DUTY COMPENSATION SCHEDULE (except III-L-9-a; III-L-12-A; and BRS shall not be considered “qualified faculty members” for purposes of III-L-4-c-2)
  - III-N TRAVEL REIMBURSEMENT
  - IV-A NOTICE OF BOARD AGENDA/NEW HIRES
  - IV-C NONDISCRIMINATION
  - IV-D PHYSICAL EXAMINATION
  - IV-K RESIGNATION
  - IV-U REPRESENTATION
  - V-B TRANSPORTATION FOR FIELD TRIPS AND EXTRACURRICULAR ACTIVITIES
  - V-F STUDENT DISCIPLINE
  - V-G TEACHER MAILBOX

V-H	SOLICITATION OF TEACHERS
V-O	EMERGENCY SITUATION
V-S	CARE OF ILL CHILDREN (current language suspended until mutually agreeable provider can be identified)
VI-A	ABSENCE ALLOWANCE
VI-C	ACCIDENT LEAVE/WORKER'S COMPENSATION
VI-D	MILITARY LEAVE PEACE CORP/VISTA/AMERICORP
VI-F	RELIGIOUS HOLIDAYS
VI-G-2, 3, 4	EXCUSED AND UNEXCUSED ABSENCES
VI-I	PROFESSIONAL CONFERENCE
<u>VI-J</u>	<u>STATE TEACHERS' CONVENTION, AS SET FORTH IN THIS ADDENDUM</u>
VI-K	ROYALTIES
VI-L	TUTORING
VI-M	SOLICITATION OF PARENTS
VI-N	POLITICAL ACTIVITY
VI-O	GIFTS
VI-P	COMMERCIAL PRODUCTS ENDORSEMENT
VI-Q	OUTSIDE EMPLOYMENT
VI-R	TEACHER RESIDENCE
VI-S	AVAILABILITY OF HEALTH SERVICES
VI-T	TRANSPORTATION OF PUPILS IN PRIVATE CARS
VI-U	PERSONNEL FILES
VI-V	LEAVE FOR UNION BUSINESS
VI-W	EMPLOYEE ASSISTANCE PROGRAM
VII-A	GROUP LIFE INSURANCE
VII-B	HEALTH INSURANCE
VII-C	INCOME PROTECTION/LONG TERM DISABILITY
VII-D	RETIREE HEALTH INSURANCE
VII-E	TAX DEFERRED ANNUITY
VII-F	DENTAL INSURANCE
VII-G	INCOME CONTINUATION PLAN
VII-H	REIMBURSEMENT FOR LOSS OF, OR DAMAGE TO, PERSONAL PROPERTY
VII-I	LONG TERM CARE
VIII-A	CONTRACT PRINTING
VIII-B	ADOPTION OF BOARD POLICIES
VIII-C	EXPENSE OF TRANSCRIPTS
VIII-D	WORKSTOPPAGE
VIII-E	SEVERABILITY CLAUSE
M of U	TEACHER EMERITUS RETIREMENT PROGRAM

II. The following sets forth the remaining wages, hours and conditions of employment applicable to Bilingual Resource Specialists:

A. WAGES

1. Effective July 1, ~~2007~~ 2009, the employees governed by this Addendum shall be compensated bi-weekly according to the following hourly wage schedule:

Index (100 = .0007 x Teacher Base - \$2.50)

~~2003/04 Rates = Index x 80%~~

~~2004/05 Rates = Index x 85%~~

<u>Step</u>	<u>Index</u>	<u>2009-10</u>	<u>2010-11</u>
1 1st year of employment	100		
2 2nd year of employment	108		
3 3rd year of employment	113		
4 4th year of employment	118		
5 5th year of employment	123		
6 6th year of employment	128		
7 7th year of employment	133		
8 8th year of employment	138		
9 9th year of employment	143		
10 10th year of employment	148		
11 11th year of employment	153		
12 12th year of employment	158		
13 13th year of employment	163		
14 14th year of employment	168		
Level 15 (15th, 16th years of service)	173		
Level 16 (17th, 18th years of service)	Level 15 + 2%		
Level 17 (19th, 20th years of service)	Level 16 + 2%		
Level 18 (21st, 22nd years of service)	Level 17 + 2%		
Level 19 (23rd, 24th years of service)	Level 18 + 2%		
Level 20 (25th, 26th years of service)	Level 19 + 2%		
Level 21 (27th, 28th years of service)	Level 20 + 2%		
Level 22 (29th, 30th years of service)	Level 21 + 2%		
Level 23 (31st, 32nd years of service)	Level 22 + 2%		
Level 24 (33rd, 34th years of service)	Level 23 + 2%		

2. The Lead BRS shall be additionally compensated at the rate of seven percent (7%) of their hourly wage.

4. Snow Days or Emergency Situations

- a. 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 hour will be permitted without penalty. Tardiness in excess of one 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 hour may be compensated by the employee’s request in writing to the Department of Human Resources 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 in paragraph c below.

b. Should there be an emergency situation caused by a power failure, water main break, or other extreme condition causing a school or group of schools to be closed, employees affected may elect to be absent on such day, such absence may be compensated by the employee's request in writing to the Supervisor or his/her designate to use personal illness time or compensatory time (12 month BRS may also 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 in paragraph c.

c. Employees, at their option, may elect to make up work time missed above, unless the school year is extended pursuant to paragraph d below, in the following manner:

1. Employees may make up all of the regularly assigned time which was lost on the days referenced in paragraph a or b through completion of the current school year.

2. Payment at their regular hourly rate for services will occur in the payroll period in which the missed time occurs. If the makeup time is not completed by the end of the school year, a pay dock will occur for the balance of the hours not completed on the last payday in June of the school year in which the snow/emergency day occurred.

3. The time set for makeup plus the regular assigned hours cannot exceed forty (40) hours per week.

4. Makeup hours (i.e. moving from part-time to full-time status) cannot be used to qualify for benefits (except for sick leave) eligibility, nor will the loss of hours for the reasons referenced herein cause the loss of benefits.

5. Duties for the makeup time will include staff development/training opportunities offered by the District, or, at the employee's option and with the approval of the employee's supervisor, work traditionally assigned by the supervisor.

d. For employees that work less than twelve (12) months, if it is necessary to extend the school year to qualify for State aid then the regularly scheduled hours must be made up during the extended school year.

## 5. Inservice Days

On teacher inservice days, a Bilingual Resource Specialist shall, at his/her option: 1) participate in teacher inservice programs at the schools; 2) work their regular hours at the school, performing duties as assigned by the principal or ESL Coordinator; or 3) take the day off without pay. The District will provide an inservice day on one of the five working days prior to the first day of school for students as presently scheduled for BRS employees as set forth in subsection F, paragraph 3, above; an optional inservice day on Thursday of WEAC State Teachers' Convention and will provide an inservice day on Friday of State Teachers' Convention.



6. Convention Days

~~On teacher convention days, Bilingual Resource Specialists shall participate in District-provided training, if available. If no training is available, a Bilingual Resource Specialist shall work in his/her building if requested by his/her supervisor, or take the day off without pay.~~

Thursday of the State Teachers' Convention is a paid day to enable BRS to attend the Convention. BRS may attend an optional inservice day on Thursday or may work, at on regularly assigned responsibilities. If the District schedules inservice on this Thursday, BRS may attend that supplemental inservice.

On Friday of said Convention, the District will hold an inservice for BRS.

**ADDENDUM H**  
**COMPENSATION FOR NON-CONTRACT WORK/OVERNIGHTS**  
**AND SUMMER STAFF DEVELOPMENT OPPORTUNITIES**

1. The District agrees that when opportunities to participate in voluntary activities or staff development opportunities during the summer recess are presented to teachers, it shall be done in a manner which clearly conveys the fact that teachers will not be penalized or suffer harm for choosing not to volunteer.
2. ~~The attached~~ Unless modified by the parties, notice, as agreed for the 2007-09 Contract, shall be sent with the Professional Advancement Newsletter, when such is distributed, as well as included on the MMSD Staff Development web page. In either case, a copy of the ~~attached~~ notice will be simultaneously sent to the MTI Executive Director by the District's Director of Human Resources.
3. Teachers who volunteer to participate in non-contract time activity offered by the District during the school year shall, at their option, be entitled to receive one of the following forms of compensation:
  - a. Professional advancement credits as are available under the Collective Bargaining Agreement Article III-H, if such are requested and approved by the Joint MTI/MMSD Professional Advancement Credit Committee.
  - b. Extended employment salary per Collective Bargaining Agreement Article III-I-1, if such is offered by the District to bargaining unit personnel.
  - c. Payment for graduate credits, if such is offered by the District to bargaining unit personnel.
  - d. Professional advancement credit or extended employment salary or UW-Madison graduate credits or any combination thereof.
4. Teachers who are invited or requested by the District to attend staff development opportunities during the summer recess will, in addition to having the options set forth in Item #3 above, be accommodated by the District paying any costs for registration, texts and other required learning materials, housing, transportation and meals, if funds are available. There will be no other form of compensation associated with these staff development opportunities. There will be no retribution toward the employee if the employee declines to participate.
5. Teachers who wish to volunteer to participate in non-contract time activities for no compensation of any kind, may do so.
6. If the activity is a District sponsored field trip/retreat which includes overnight activity, participants and their supervisor may mutually agree to the provision of meals, lodging, time off the following day, and/or substitutes at no cost to the participants.
- 7.. Recognizing that such is a mandatory subject of bargaining, the District or its agents, will not grant compensatory time off to members of the collective bargaining unit, for service other than that specified in agreement(s) between MTI and the District without first bargaining with MTI.

**MEMORANDUM OF UNDERSTANDING**  
**RE: Ready, Set, Goal Conferences**

It is hereby agreed by and between the undersigned, acting on behalf of the principal parties, that:

1. If the Board decides to continue Ready, Set, Goal (RSG) Conferences for a given school year, conferences shall be held for the parents of all pupils. Teachers who participate shall have sole discretion as to the time, date and place of the conferences. However, to the extent that the time selected would conflict with teaching duties, said time shall be approved by the building principal. If the teacher elects to hold the conferences during "new teacher" orientation, such shall be considered, for the purposes of this agreement, as being held during non-school days. If the teacher holds the conferences during regular school hours, the teacher shall be provided substitute coverage.
2. Tentative class lists, as they exist as of the last day of school, will be provided to teachers to enable them to schedule RSG during the summer, should they desire to do so. Prior to June 30 the principal will make available to teachers amended class lists, should such exist. Teachers will be provided their most current class list on or before the first New Teacher Day as defined in the Collective Bargaining Agreement.
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 III-I of the Collective Bargaining Agreement, 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
  - c. As regards teachers who completed service pursuant to this Memorandum and whose request for leave pursuant to paragraph 3.b. above could not be accommodated due to the unavailability of a substitute teacher may, upon written notice to the principal by May 1:
    - i. request to be compensated for same pursuant to paragraph 3.a.(above); or
    - ii. have said day(s) added to the teacher's Personal Sick Leave Account (PSLA) or, if the teacher has the maximum amount in that account, the day(s) may be added to the teacher's Retirement Insurance Account (RIA). Any such days accumulated to one's RIA from RSG services are not subject to the PSLA or RIA maximum; or
    - iii. carryover one (1) paid RSG leave day into the following school year to be taken under the same restrictions set forth above.

Ready, Set Goal Conferences

Page 2

When RSG leave cannot be taken by May 1, teachers may request to be compensated through a combination of the above options.

4. Compensation as referenced in “a” and/or “b” above shall include the teacher conducting said conferences; traveling to/from the homes of parents or other mutually agreed upon meeting places; or traveling to/from school if the conferences are not at a time adjacent to the contract day; and up to 15 minutes per conference for any reasonable administrative time associated with each conference. Mileage shall be paid in accordance with the terms and conditions of the Collective Bargaining Agreement and reasonable expenses for refreshments shall be reimbursed.
5. Under no circumstances will the conferences or the lack of goal achievement by a student set at or as a result of these conferences result in a teacher receiving negative comments upon his/her evaluation or the evaluation itself being negative.
6. This Memorandum and shall expire at the conclusion of the ~~2008-09~~ 2010-11 school year.

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Duane M. McCrary  
Director of Labor Relations  
Madison Metropolitan School District

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John A. Matthews  
Executive Director  
Madison Teachers Inc.

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Date

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Date

**MEMORANDUM OF UNDERSTANDING**  
**RE: Gateway to Literacy**

WHEREAS, literacy is a gateway to success; and

WHEREAS, the Madison Metropolitan School District (MMSD) is dedicated to providing this gateway for all of its students with a special emphasis on literacy in the K-3 grades; and

WHEREAS, the MMSD desires to continue the school-based Gateway to Literacy Program utilizing teachers as literacy coaches for other classroom teachers.

NOW, THEREFORE,

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

1. A member of MTI's teacher collective bargaining unit who is selected for participation in the program will be assigned as a school-based literacy coach for a mutually agreed upon percentage of contract. The individual will remain a member of MTI's teacher collective bargaining unit. As such, he/she will not discipline, evaluate or participate in the evaluation process of other District employees. Any information gathered by the literacy coach, as regards other District employees, will remain in confidence by the literacy coach.
2. The District will communicate to MTI the names of bargaining unit members selected as literacy coaches no later than 10 days after selection.
3. Assignment as a literacy coach may continue from year-to-year. If the individual is not reappointed to the assignment or chooses not to continue, at the conclusion of the assignment, the individual will return to his/her previous position provided a vacancy exists. If a vacancy is not available, the teacher will be reassigned according to Section IV-O of the Collective Bargaining Agreement.
4. The vacancy created by a bargaining unit member's participation as a literacy coach will be filled via regular contract.
5. The terms set forth in this Memorandum of Understanding shall continue through June 30, 2009 2011. If the program should continue thereafter, the District shall inform MTI and the parties will bargain as to the above-referenced terms and such other items as required by law or contract.

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Duane M. McCrary  
Director of Labor Relations  
Madison Metropolitan School District

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John A. Matthews  
Executive Director  
Madison Teachers Inc.

## MEMORANDUM OF UNDERSTANDING

### RE: LEA Representative

1. It is hereby agreed by and between the undersigned, John Matthews, acting on behalf of Madison Teachers Inc., and Duane McCrary, acting on behalf of the Madison Metropolitan School District, that because of the urgency necessitating the completion of IEPs in a manner consistent with the Individuals with Disabilities Education Act, that Program Support Teachers (PSTs), Learning Coordinators, Psychologists, Social Workers, Speech and Language Clinicians\*, and High School Special Education Department Chairs, all of whom are members of MTI's Teacher Bargaining Unit, may serve as Local Education Agency (LEA) Representatives on Individualized Education Program (IEP) Committees provided that:
  - a. Any such individual who is assigned as LEA Representative has the necessary qualifications to provide or supervise the provision of specially designed instruction to meet the unique needs of children with disabilities; and
  - b. The IEP in question is one of the following: (1) a routine annual IEP; (2) a routine IEP re-evaluation of a student already determined to be eligible for special education services, as defined by the IDEA; (3) the IEP is a routine re-evaluation for a student transferring from another district in Wisconsin; or (4) is an initial IEP evaluation where the consideration is solely restricted to Speech and Language; and
  - c. Said individual who is assigned as an LEA Representative has the authority to continue all prior services received by the student, who is the subject of the IEP; and
  - d. Meetings which occur after the teacher's contract day are held at times mutually agreeable between the teacher and other participants.

\* Speech and Language Clinicians may only be assigned to serve as LEA Representative under the following conditions: (1) re-evaluations and annual IEPs of students on their case list; and (2) initial Speech and Language only referrals of students at the clinician's assigned school(s).
2. Members of the teacher bargaining unit **will not** be assigned as LEA Representative in the following situations:
  - a. The commitment of resources exceeds the school's capacity.
  - b. A placement is made outside of student's current or projected school of residence.
  - c. An expulsion/suspension manifestation determination is occurring; and/or
  - d. It is a difficult/potentially litigious case.

## MEMORANDUM OF UNDERSTANDING

RE: LEA Representative

Page 2

3. Program Support Teachers (PSTs) may only be assigned to serve as LEA Representative for initial IEPs and may be assigned as LEA Representative in the situations described in 2.a, b, and d. In circumstances where a PST serving in an LEA Representative capacity anticipates or encounters an unusually complex case related to any of the situations in 2.a, b and d, she/he will first consult with a Special Education administrator prior to completing his/her assigned LEA Representative duties.
4. If a member of the teacher bargaining unit, excluding PSTs, who is assigned as an LEA Representative, encounters a situation in which, during the meeting of the IEP Committee, the factors listed in paragraph 2 above arise, the LEA Representative will not have authority to commit District resources under discussion and must adjourn the IEP Committee until an administrator who has the authority to commit the District resources under discussion is available to continue as LEA Representative. Program Support Teachers will not serve as an LEA Representative in situations involving expulsion/manifestation determinations.
5. Members of the teacher collective bargaining unit will have the authority to commit any of the remaining resources set forth on the District form "School Resource Capacity Profile," which have not been committed to date. Said form shall be provided by the principal to the teacher LEA Representative not less than 24 hours prior to the IEP meeting.
6. If an extension of statutory time lines is required because the teacher assigned as LEA Representative had insufficient authority to complete the IEP as originally scheduled, and the parent is resistant to the proposed extension, obtaining the extension from the parent of the child whose IEP is the subject of the meeting will be the responsibility of the District administrator referenced in paragraph 4 above.
7. Members of the teacher bargaining unit not identified in paragraph 1 above, may voluntarily serve as an LEA Representative, if formally requested by an administrator, and be eligible pursuant to paragraph 1, a-d. In such cases, said teachers will be compensated at the extended contract rate for all hours worked in such assignment(s). Bargaining unit members who are assigned as an LEA Representative shall be released, without loss in either compensation or contractually guaranteed planning time, where such has been the practice, from their regular duties to enable their service as an LEA Representative.

MEMORANDUM OF UNDERSTANDING

RE: LEA Representative

Page 3

The principal, Special Education Coordinator, and the teachers of each school who are designated as eligible to be assigned as LEA Representatives, will within two weeks of the signing of this agreement, devise a plan to make LEA Representative assignments as equitable as possible among bargaining unit members who are eligible to be assigned as LEA Representatives at the school.

Upon request, meetings will be held between the bargaining unit members and their respective administrators to ensure that the workload of teacher collective bargaining unit members who are serving as LEA Representatives within the IEP process is not unreasonable.

8. The parties to this Memorandum of Understanding agree that service as an LEA Representative, as described herein, will not be cause to remove any teacher from the definition of “municipal employee” as set forth in Section 111.70, Wis. Stats., on the grounds that service as an LEA Representative constituted managerial, confidential, or supervisory functions. Therefore, the District will not seek unit clarification, via the Wisconsin Employment Relations Commission, relative to any member of the teacher bargaining unit performing the services of LEA Representative.
9. The District agrees that it will not recriminate against any member of the teacher collective bargaining unit whom they assigned as an LEA Representative, as a result of services performed or not performed in conjunction with said assignment.
10. The terms set forth herein shall not establish precedent and shall expire on June 30, ~~2009~~ 2011.

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Duane M. McCrary  
Director of Labor Relations  
Madison Metropolitan School District

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John A. Matthews  
Executive Director  
Madison Teachers Inc.

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Date

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Date



## MEMORANDUM OF UNDERSTANDING

### Re: Voluntary Health Risk Assessment for Employees on the District's Health Plan

The Madison Metropolitan School District Board of Education (hereinafter referred to as the "Board" or "District") and the Madison Teachers Inc (hereinafter referred to as "MTI") have reached the following side letter agreement (hereinafter referred to as the "Agreement") regarding the implementation of a voluntary health risk assessment.

1. The District and MTI agree to the following contract language regarding the implementation of a voluntary health risk assessment, Section VII-B, subsection 15 for the 2009-2010 and 2010-2011 Contract years.

#### Voluntary Health Risk Assessment for Employees on the District's Health Insurance.

- a. At the time of the execution of this agreement the health risk assessment consists of a screening process with a nurse that may include blood pressure checks, blood checks, blood sugar, body fat, fitness profile and cholesterol. In addition, prior to a meeting with the nurse, the employee receives a personal wellness questionnaire to complete and bring to the nurse.
  - b. The health risk assessment must be completed every other year for those employees who volunteer to take the assessment pursuant to paragraph c. below. The first health risk assessment shall be applicable for the 2009-2010 contract year (the next contract year shall be 2011-12 if this Agreement is continued).
  - c. The eligible employee will have to select whether to participate in the health risk assessment on or before December 1, 2009. The selection should be made in writing on the District provided form that will be mailed to each individual employee. The District shall pay the full cost of the District approved health risk assessment for those employees covered by WPS-Statewide PPO or GHC-SCW and who choose to participate in the health risk assessment.
  - d. New employees have thirty (30) calendar days to select whether to participate in the health risk assessment.
  - e. The District will schedule health risk assessments four (4) times each school year. The District will offer the assessment on-site after school hours.
  - f. The only information that the District will receive from the health provider is aggregate data indicating major health risks.
2. The District and MTI agree that this Agreement has no value as precedent and shall not be cited as a precedent by either the District or MTI in any interest arbitration proceedings or in any other disputes between the parties except for the sole purpose of enforcing the terms of this Agreement. The District and MTI also agree that this side bar agreement will

not be considered as an existing fringe benefit under Section 111.70(1)(nc), Wis. Stats. MTI, by signing this document, explicitly waives its right to claim that the benefits provided in sidebar agreement are an existing fringe benefit under Section 111.70(1)(nc), Wis. Stats.

3. The parties agree that the implementation of this sidebar agreement does not affect any of the rights the District has under Section 111.70, Wis. Stats.
4. This Agreement expires on June 30, 2011, and shall not be considered the status quo, if any, during any contractual hiatus period unless both parties in writing agree to the continuation of this Agreement.
5. There will be no cost charged to Contract costing or to MTI members for this program.

\_\_\_\_\_  
Duane M. McCrary  
Director of Labor Relations  
Madison Metropolitan School District

\_\_\_\_\_  
John A. Matthews  
Executive Director  
Madison Teachers Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**  
**RE: Scheduling of Art, Music and Physical Education Staff**

WHEREAS, the parties recognize that the current provisions of the Teacher Collective Bargaining Agreement does not provide for the most efficient assignment of Art, Music, and Physical Education teachers; and

Whereas, the parties wish to explore an alternative process to assign Art, Music and Physical Education teachers.

NOW, THEREFORE,

The undersigned, Duane McCrary, on behalf of the Madison Metropolitan School District, and John Matthews, on behalf of Madison Teachers Inc., hereby agree to the following.

1. The District and MTI will explore an alternative process for the annual assignment of Art, Music and Physical Education staff. In lieu of posting and filling positions pursuant to Section IV-F, Voluntary Transfer of Assignment, of the Collective Bargaining Agreement, the process will include the following assignment of Art, Music and Physical Education staff:
  - a. MTI Bargaining unit members who are assigned to Art, Music and Physical Education will separately design, by curriculum area, a staffing plan within the allocations determined by the District. Said Art, Music and Physical Education staff, however, may request the District and MTI to design a staffing plan which, thereafter, will be presented to the Art, Music and Physical Education staff for modification and/or acceptance. The District retains the right to veto any plan unilaterally developed by the Art, Music and Physical Education staff. If such a plan is vetoed, the District will provide the rationale in writing (on or before June 30<sup>th</sup>) to the Art, Music, Physical Education bargaining unit members and to the Executive Director of MTI. If no plan is agreed upon, the terms of the Collective Bargaining Agreement will be followed.
  - b. Vacancies that remain after all current teaching staff are assigned shall be posted and filled pursuant to the terms of the Collective Bargaining Agreement.
2. This process will be initiated in the spring of 2010 and the spring of 2011 and thereafter may be extended by mutual agreement of the parties.
3. This agreement shall not establish precedent.

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Duane M. McCrary  
Director of Labor Relations  
Madison Metropolitan School District

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John A. Matthews  
Executive Director  
Madison Teachers Inc.

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Date

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Date

**MEMORANDUM OF UNDERSTANDING**  
**RE: Assignment of Elementary Art, Music and Physical Education Staff**

WHEREAS, the Madison Metropolitan School District (District) administration has determined that at the current time it desires to assign one classroom of elementary students per art, music, physical education class and REACH; and

WHEREAS, the Superintendent will make a recommendation to the Board of Education that the District add teachers in the areas of art, music, physical education and REACH in order to change the allocation of elementary art, music and physical education teachers from one and one-half classroom of students to one classroom of students per elementary art, music and physical education class and REACH; and

WHEREAS, the Board of Education will act on the Superintendent's recommendation as part of the 2009-2010 District budget process.

NOW, THEREFORE,

the undersigned, Duane McCrary, on behalf of the District, and John Matthews, on behalf of Madison Teachers Inc. (MTI), hereby agree to the following:

1. Upon receipt of the approval of the Board of Education, the District administration agrees that for the 2009-2010 and 2010-2011 contract years, it will not assign elementary students from more than one regular classroom to one art, music, physical education and REACH class.
2. Assignment of Art, Music and Physical Education staff shall be per the attached.
3. MTI agrees to withdraw its proposals dated April 14, 2009 on section III-R-6 and V-I-2-e-1 regarding the assignment of art, music and physical education teachers (attached).
4. Should the Board of Education not approve the recommendation set forth above, the terms of this Memorandum shall be null and void. It is further agreed that should the Board of Education not approve, on or before May 11, 2009, the recommended elimination of class and one-half for art, music, physical education and REACH teachers, MTI's proposals referenced in paragraph 3 above shall be returned to negotiations.
5. This agreement shall not establish precedent and may not be cited by either party for any purpose other than to enforce the terms of this agreement.
6. This agreement shall expire on June 30, 2011.

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Duane M. McCrary  
Director of Labor Relations  
Madison Metropolitan School District

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John A. Matthews  
Executive Director  
Madison Teachers Inc.

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Date

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Date

**MEMORANDUM OF UNDERSTANDING**

**Re: Intermittent Absences and Sick Leave Bank Eligibility**

1. The parties recognize that certain employees may have medical conditions which require intermittent time off work. A teacher under such circumstance who has exhausted his/her PSLA, has already accessed the sick leave bank under the conditions set forth in Section VII-G-2 and is in need of intermittent medical treatment, causing or requiring his/her absence from work may wish to access benefits under the parties' sick leave bank on an intermittent basis. In such situations, the parties shall meet and confer to negotiate a Memorandum to extend sick leave bank benefits to such individuals, examples of which are attached *[personally identifiable medical information has been redacted where applicable]*.
2. The duration of this Memorandum will be July 1, 2009 through June 30, 2011.
3. The District and Union agree that this Memorandum has no value as precedent and may not be cited as precedent by either the District or the Union in any interest arbitration proceedings or in any other disputes between the parties, except for the sole purpose of enforcing the terms of this Memorandum. The District and MTI also agree that this Memorandum will not be considered the status quo, if any, during any contract hiatus period after the expiration of this Memorandum as defined above in Section 2.

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Daniel Nerad  
Superintendent  
Madison Metropolitan School District

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John A. Matthews  
Executive Director  
Madison Teachers Inc.

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Date

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Date

**MEMORANDUM OF UNDERSTANDING  
RE: HIGH SCHOOL BUILDING SUPERVISION**

*(The following would be retroactively applied for the 2008-09 solely for the option under 1-a-1) provided the employee has a full class period of time for carryover purposes. Such retroactive application only affords the employee the opportunity to “bank” such days and utilize such days in the 2009-10 contract year.)*

1. Teachers who have completed the training program outlined and designed by the Joint MTI-MMSD High School Supervision Committee (created under a Memorandum of Understanding entitled “High School Building Supervision” dated 1/30/90), may volunteer to supervise the halls of high school buildings.
  - a. Teachers who volunteer for such service may elect to receive compensation via 1-a-1 or 1-a-2, or a combination thereof.
    1. Take one paid hall leave day for every twenty-five (25) class periods\* ~~hours~~ of service up to a maximum of four (4) days per school year. *Where the District schedules service in less than twenty five (25) class period increments the teacher who volunteers for such service shall receive equivalent prorated paid hall leave days (e.g., 12.5 ~~hours-class periods~~ of service shall be granted one-half (.5) paid hall leave day). These four (4) paid hall leave days may be taken at the option of the teacher; however, such may not be taken during the first or last two weeks of a semester, the week of Thanksgiving, the week before or after winter break and spring break, the week of SWEIO and WEAC conventions or the day after and the District inservice days. These paid personal leave days are not cumulative, except as modified by paragraph 5, below.*

(\*A “class period” for the purpose of this memorandum, for LaFollette High School is 50 minutes.), or
    2. Receive twenty-two (\$22.) per class period for such duty. Teachers shall notify their principal on or before May 1 to elect paid leave *under a-1 above, receive compensation pursuant to a-2 above, or a combination of the above.*
  - b. Should the number of volunteers for supervision be insufficient to meet the needs of the building, the District shall notify MTI and the parties will establish a joint committee which shall immediately meet to seek resolution. If the parties are unable to reach resolution within two (2) weeks of the District request for the joint meeting, the issue shall be reopened for negotiations with an expedited final offer resolution available to the parties in accordance with Wis. Stat. 111.70.

2. Each teacher serving in the capacity of hall supervisor in the high school shall:
  - a. be provided with an electronic communication device by which he/she can make immediate contact with building administrator or his/her designee.
  - b. in no case be required to insert himself/herself into a potentially violent situation. In such a circumstance, or if a weapon of any kind is visible or suspected, the teacher may withdraw from the situation and call for assistance immediately.
  - c. in no case be required to supervise outside of any building.
  - d. be held harmless in any situation in which he/she acts in good faith.
3. If an individual is acting on good faith, in no case will the individual's position as a teacher be affected as a result of his/her service as a hall supervisor.
4. As part of this plan, MTI and its leadership agree to actively encourage volunteers to assist with hall supervision.
5. In lieu of taking the paid hall leave day(s) during the same school year as provided in paragraph 1.a. above, a teacher who has completed service pursuant to this Memorandum may notify the building principal by May 1 that:
  - a. he/she intends to carry over ~~one or two~~ any unused paid hall leave days into the following school year to be taken under the same restrictions set out in paragraph 1.a. above (~~days may only be carried over for one year~~); or
  - b. ~~up to two paid hall leave days per year may be~~ any unused paid hall leave days may be added to the teacher's personal sick leave account (PSLA) or, if the teacher has the maximum amount in that account the day or days may be added to the teacher's retirement insurance account (RIA).
6. The duration of this Memorandum will be July 1, ~~2007~~ 2009 through June 30, ~~2009~~ 2011.

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Duane M. McCrary  
Director of Labor Relations  
Madison Metropolitan School District

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John A. Matthews  
Executive Director  
Madison Teachers Inc.

Date \_\_\_\_\_

Date \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**RE: Joint MTI/MMSD Committee on Arena Scheduling, Posting, Transfer, Assignment**

1. The Superintendent of MMSD and the Executive Director of MTI will each appoint six (6) members to a Joint Committee to study Arena Scheduling and other variances in the current posting and transfer provisions set forth in the Collective Bargaining Agreement in order to effectuate the early hiring of teachers. The Joint Committee will report its findings and recommendation to the Superintendent and the MTI Executive Director not later than January 15, 2010, with the intention that if consensus is reached, Arena scheduling will be implemented not later than February 15, 2010, provided MTI and the District agree to modify Sections of the Collective Bargaining Agreement impacted by an agreement regarding Arena Scheduling. The Committee will commence its work on or about November 1, 2009.
2. Issues other than Arena Scheduling, i.e. posting, transfer, and assignment, will be subject to agreement between MTI and the Board of Education.
3. If MTI and the District do not reach agreement, the terms of the existing contractual provisions on posting, transfer, and assignment shall remain unchanged.
4. The District and MTI agree that this Memorandum of Understanding has no value as precedence and shall not be cited as precedence by either the District or MTI in any interest arbitration proceedings or in any other disputes between the parties.

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Duane M. McCrary  
Director of Labor Relations  
Madison Metropolitan School District

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John A. Matthews  
Executive Director  
Madison Teachers Inc.

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Date

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Date



MEMORANDUM OF UNDERSTANDING

RE: Elementary Staff Meetings Verbal Reprimands

Gerald Anderson, Paula-Ferrara-Parrish, Julie Fitzpatrick,  
Bari Lopez and Sandra Wenzel, Susan Conant, Lori Shackett, Greg Vallee, Dana Hanson,  
Marcia Thieling, Kari Carden, Andy Mayhall, Clare Gilmore, Maren Hill and Cathy  
Chenoweth

The undersigned, Duane McCrary, on behalf of the Madison Metropolitan School District, and John Matthews, on behalf of Madison Teachers Inc., hereby agree to the following:

1. The record of verbal reprimand dated March 13, 2009 to Gerald Anderson, Paula Ferrara-Parrish, Julie Fitzpatrick, Bari Lopez and Sandra Wenzel from Principal Craig Campbell shall be removed from ~~their personnel files~~ the District's files and destroyed.
2. The record of verbal reprimand dated April 29, 2009 to Susan Conant, Lori Shackett, Greg Vallee, Dana Hanson, Marcia Thieling, Kari Carden, Andy Mayhall, Clare Gilmore, Maren Hill, and Cathy Chenoweth from Principal Liz Fritz shall be removed from their ~~personnel~~ the District's files and destroyed.
3. This agreement fully resolves MTI's grievances as amended dated April 29, 2009.
4. This agreement shall not establish precedent between the parties.

\_\_\_\_\_  
Duane M. McCrary  
Director, Labor Relations Department  
Madison Metropolitan School District

\_\_\_\_\_  
John A. Matthews  
Executive Director  
Madison Teachers Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING  
RE: TEACHER EMERITUS RETIREMENT PROGRAM**

This program will run concurrently with the Teacher's Collective Bargaining Agreement, ~~2007-2009~~  
2009-2013.

**GUIDELINES FOR OPERATION**

1. The program shall be completely voluntary.
2. Only teachers as defined in MTI's "Teacher" Collective Bargaining Agreement with the District may participate in this program.
3. The Eligibility Factor for a teacher to participate shall be the participant's age and total service to the Madison Metropolitan School District, including annexed districts, totaling at least seventy-five (75) or total service to the District of at least thirty (30) years.
4. Teachers must be at least 55 years of age by August 30 or total service to the District at least thirty (30) years prior to participation in the program in order to be eligible. Up to ten teachers may retire per year under part-time contracts, if these teachers are otherwise eligible and have worked full-time within the last ten years. The purpose of this latter provision is to allow teachers to participate in "phased retirement" without losing their benefits under this Memorandum.
5. Participants must enroll, by signing an agreement form mutually developed by the parties and provided by the District, by February 15 of the year he/she wishes to begin participation in the program, with termination of their current individual teacher contract effective at the end of the then current school year in which they wish to begin participation in the program. Insurances provided by the Collective Bargaining Agreement will be paid, on the basis provided in the Agreement, through August 31. Thereafter insurances shall be paid, at the option of the teacher, from the Retirement Insurance Account, so long as such has a balance.
6. Should the participant elect to return to active employment as a teacher in the District, said individual shall apply for a vacant position through the Director of Human Resources and, all factors being equal, will be given preference for said position.
7. Said program is subject to all applicable laws or judicial findings.
8. In the event of the death of a participant, the benefits under this program shall cease at the end of the pay period in which death occurs.

### **OPERATIONAL CRITERIA**

1. Compensation, under the program shall be considered a retirement benefit and shall be paid monthly, by the District, to the participating teacher. Payment shall be made only for the duration of the teacher's participation in the program and shall cease upon the employee's death or exhaustion of funds.
2. Compensation shall be calculated as specified below:
  - A. Retirement Remuneration Benefit Duration
    1. The District shall pay all eligible retirees the sum of nineteen percent (19%) of the eligible retiree's highest annual salary per year. The District shall pay all eligible employees the amount set forth above for three (3) years.
    2. Payment of compensation set out in this section shall commence October 1. Payments shall be made in equal monthly installments over the course of the election year.
  - B. Retirement Insurance Account - Accumulated sick leave in the Retirement Insurance Account shall be used to continue insurance premium payments by the District pursuant to Section VII-G-4(a) & (b).
  - C. Section 125 Plan for Payments: The District will create or amend its section 125 plan to require teachers participating under TERP to participate in the District's section 125 plan. Before July 1<sup>st</sup> following retirement, and annually thereafter, (until exhaustion of the retiree's TERP benefit), each eligible retired employee shall elect, under the section 125 plan, between cash (as outlined above in Section 2-A-2) and/or eligible flexible spending account benefits. The retiree shall be responsible for any applicable employee taxes that arise under the implementation of this benefit. The District and MTI will mutually agree to the terms and implementation of the section 125 plan for retirees under TERP.
3. Such funds as noted above shall then be distributed, in whole or in part, at the option of the participant, directly to the participant or through direct deposit.

4. It is further agreed by the parties to this Agreement, that participants in the Teacher Emeritus Retirement Program shall be eligible for participation in the Group Hospital and Surgical Insurance Program, Life and Dental Insurance Programs as set forth in MTI's "Teacher" Collective Bargaining Agreement with the District. Teachers and their spouse, regardless of whether both are employees, may elect separate single plans under the above with the premium for both individuals paid from the above-noted funds.
  
5. It is further agreed that the individual may elect to substitute in the District. Such service shall be compensated for as set forth in the United Substitutes Organization - MTI Collective Bargaining Agreement between the District and MTI and shall have no effect on the individual's participation in this program.

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Duane M. McCrary  
Director of Labor Relations  
Madison Metropolitan School District

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John A. Matthews  
Executive Director  
Madison Teachers Inc.

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Date

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Date

**MEMORANDUM OF UNDERSTANDING**  
**RE: Report Cards, Elementary & Middle Schools**

It is hereby agreed by and between the undersigned, acting on behalf of the principal parties, that:

1. MTI and the District will appoint two (2) committees, each consisting of five (5) appointees of the Union and five (5) appointees of the District to review and make recommendations as to the content and frequency of standards based report cards. There will be separate joint committees for elementary and middle schools. If the Committee(s) reaches consensus, they will report their results to the Superintendent and to the MTI Board of Directors no later than November 30, 2009, and the consensus reached will be implemented. If consensus is not reached, the Superintendent retains the right to finalize the report card plan at the elementary and middle school level.
  
2. This Memorandum shall expire on November 30, 2009.

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Duane M. McCrary  
Director of Labor Relations  
Madison Metropolitan School District

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John A. Matthews  
Executive Director  
Madison Teachers Inc.

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Date

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Date

**MEMORANDUM OF UNDERSTANDING**  
**Four Year Old Kindergarten (4-K)**

The undersigned, on behalf of MMSD and MTI agree as follows:

1. Providing an excellent 4-K program is in the best interest of the families and children of the District.
2. Initiating such a program should proceed without unnecessary delay.
3. To provide the excellent 4-K program which the children deserve, it must be consistent with the quality of instruction and programming which is provided by MMSD teachers; i.e. it is understood that students learn best from qualified teachers.
4. To accommodate the number of children who will commence 4-K during the term of this Memorandum, the 4-K program will consist of both sites within District buildings (owned, rented, leased) [Model I and II] and locally licensed and accredited preschool/child care (PS or CCP) providers' site instruction [Model III]. Locally licensed and accredited PS/CCP (hereinafter referred to as "PS/CCP") shall be defined for these purposes as a PS/CCP licensed in the City of Madison or other legally recognized licensing entity and accredited by either the National Association of Education of Young Children or the City of Madison Child Care Center Accreditation. The term "certified teacher" as used herein shall be defined as a Wisconsin DPI 4-K certificated teacher.

There shall be three (3) models of instruction, as follows:

- a) Model I  
The District shall provide the certified teacher and site for District based 4-K program instruction under this Memorandum. The District and Union agree that certified teachers as defined above are District employees and, therefore, are members of the Union's bargaining unit. As such, they are subject to all terms and conditions of the Collective Bargaining Agreement between the District and the Union, and shall receive all wages, benefits and rights set forth in said Collective Bargaining Agreement.
- b) Model II  
The District provides the certified teacher and the PS/CCP provides the site for PS/CCP based 4-K program instruction under this Memorandum. The District and Union agree that certified teachers as defined above are District employees and, therefore, are members of the Union's bargaining unit. As such, they are subject to all terms and conditions of the Collective Bargaining Agreement between the District and the Union, and shall receive all wages, benefits and rights set forth in said Collective Bargaining Agreement.
- c) Model III
  1. The local PS/CCP provides the certified teacher and site for PS/CCP based 4-K program instruction under this Memorandum that is provided for and delivered at the local PS/CCP site.

2. The PS/CCP and District will collaboratively address joint professional development of said PS/CCP teachers hired by the PS/CCP to perform 4-K program instruction.

3. To insure the quality of 4-K programming and 4-K instruction, MMSD will require:

- That any 4-K Model III teachers hired following commencement of Model III, be hired from applicants for the District's Model I or Model II program, except as provided below, if said applicants grant consent to be considered for Model III employment. In such a case, the names of the applicants will be provided to PS/CCP Model III providers for consideration in the provider's hiring process. These applications will constitute an employment pool from which Model III may hire, or the Model III provider may hire on its own provided the candidate selected meets District prescribed pre-employment screening requirements: background checks, reference checks, and license verification.
- That all Model I, II, and III programming be evaluated by District personnel to assure accountability to and compliance with District standards;
- That the District assures that all Model III instruction be in conformance with standards used by the District for evaluation of teachers in its employ. The foregoing does not prohibit the PS/CCP from having a more rigorous evaluation process for Model III teachers than the District has for Model I or Model II teachers.
- It is further agreed that said Model III employees who are not represented by another Union, will be provided employment security, regardless of whether the Model III provider is located in the City of Madison, will be covered by the Personnel Policies provisions set forth in Section E.3 of the City of Madison Child Care Accreditation Standards [*as established in February 2007 and as attached*]; with the understanding that (1) "fair hearing" shall be defined consistent with the terms of the Due Process Protocols for Arbitration as adopted by the Federal Mediation and Conciliation Service, the American Association of Arbitrators, and the National Academy of Arbitrators; and (2) all determinations regarding probation, discipline and discharge shall be based upon such practices, policies and work rules, as are appropriate under said Personnel Policies.

Any reduction in force by a PS/CCP [Model III] provider shall only result from the provider giving due consideration to each employee's seniority and qualifications.

5. MTI's representation rights under Section I B of the MTI/MMSD Collective Bargaining Agreement and under the Municipal Employment Relations Act continue without modification, and that any agreement to enable District funds to employ DPI Model III teachers will not be used in any way to claim precedent or exemption to the afore-referenced Contract provision. As regards any claims regarding employment under Model III, the District agrees to hold MTI harmless.

6. To support the prompt commencement of 4-K programming, MTI agrees that, for the duration of this Memorandum; i.e. ending June 30, 2015, it will forbear from any action demanding that 4-K teachers employed by 4-K providers PS/CCP (Model III) be deemed within its collective bargaining unit; i.e.

Model III teachers are not members of MTI's bargaining unit for the duration of this Memorandum provided that,

(a) at no time during the term of this Memorandum will the number of such non-unit 4-K teachers (DPI Model III [FTE]), whose employment is/was enabled by District funds, exceed the number of 4-K teachers (FTE) employed by the District to perform 4-K services for the District pursuant to Models I and II. Full-time equivalent (FTE) for the purpose of this paragraph is defined as 7.5 hours per day, including a thirty (30) minute duty free lunch.

(1) That the total number of non-bargaining unit PS/CCP based 4-K teachers shall be reviewed by November 1 and March 1 each school year, during the term of this Memorandum, by a joint MTI-MMSD Task Force, three (3) appointed by the MTI Executive Director and three (3) appointed by the Superintendent, to assure compliance with the criteria set forth in 6(a) above, and to explore the potential to maximize the number of bargaining unit members performing said services under Model I or Model II.

(b)The District and Union agree that Section I B of the Collective Bargaining Agreement does not permit the District to allow or enable anyone other than an MTI represented District "teacher" to perform duties that require Department of Public Instruction certification. The parties further agree that the exception noted herein expires June 30, 2015.

7. That effective commencing with the period following expiration of this Memorandum, i.e. June 30, 2015, the 4-K teachers who were employed by providers under Model III, via funds made available by MMSD, shall be provided preferential hiring by the District for vacant positions for which they are certified/certificated, qualified, and for which external applications are being received. Upon said hiring, such individuals will become members of MTI's teacher bargaining unit. Seniority of said individuals will be established as of the date his/her service to the referenced provider (Model III) was impacted by District funds.

1. Model III Teachers Subsequently Employed by the District

(a) During the Term of the Memorandum:

That Model III teachers who, during the term of this Memorandum, apply for a teaching position in the Madison Metropolitan School District, shall be given equal consideration among the other external applicants. Such consideration shall be based upon years of service to the PS/CCP, certification, qualifications, experience and prior District service, if any. Any such individuals who are hired shall become members of MTI's teacher bargaining unit.

Seniority for said individuals will be established as of the date his/her service to the referenced provider was impacted by District funds. Seniority (service to the PS/CCP) brought into the District will apply to Contract Sections IV-E-, IV-F, and IV-O. Individuals so employed will be credited on the salary schedule set forth in the MTI/MMSD Collective Bargaining Agreement, for all service to the referenced provider(s), which service was impacted by District funds, and consistent with the terms



and conditions of the MTI/MMSD Collective Bargaining Agreement.

(b) Subsequent to the Term of the Memorandum:

That effective commencing with the period following expiration of this Memorandum, i.e. June 30, 2015, the 4-K teachers who were employed by providers under Model III, via funds made available by MMSD, shall, commencing with District employment, be credited on the salary schedule set forth in the MTI/MMSD Collective Bargaining Agreement, for all service to the referenced provider(s), which service was impacted by District funds, and consistent with the terms and conditions of the MTI/MMSD Collective Bargaining Agreement.

Seniority for said individuals will be established as of the date his/her service to the referenced provider was impacted by District funds. Seniority (service to the PS/CCP) brought into the District will apply to Contract Sections IV-E-, IV-F, and IV-O.

8. That the 4-K program will not be referenced as “early childhood”.
9. The District and the Union agree that bargaining unit members shall not be affected by adverse actions such as layoff, surplus (except as provided below), and reduction of hours/contract percentage due to the District’s establishment of, and continuance of community based 4-K [Model III] programs. Surplus shall only be permitted under a situation where the teacher is reassigned to a position in the same education program, e.g. early childhood, but the location(s) of his/her assignment changes.
10. That this Memorandum, except as provided in paragraph #11 below, has no value as precedent and may not be cited as precedent by either the District or the Union in any interest arbitration proceedings or in any other disputes between the parties, except for the sole purpose of enforcing the terms of this Memorandum, and that this Memorandum will not be considered the status quo, if any, during any contract hiatus period after the expiration of this Memorandum as defined herein.
11. That other than to enforce the terms of this Memorandum which continue past June 30, 2015, i.e. Section 6(b), 7, 7(a), 7(b), this Memorandum expires June 30, 2015. If there is a delay in commencing 4-K later than 2010, the aforementioned expiration dates will be adjusted to enable the 4-K program to remain in effect for five (5) consecutive years.

For Madison Metropolitan School District

For Madison Teachers Inc.

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Dan Nerad  
Superintendent

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John A. Matthews  
Executive Director