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Solidarity!

Elections are Won One Vote at a Time

Tomorrow (11/6) is another crucial Election Day especially for education, educators and those who work in education-related positions! Polls throughout Wisconsin open at 7:00 a.m. and close at 8:00 p.m.

Wisconsin is one of the *highest priority battleground states* in the country for both the U.S. Senate and President. We know that Dane County has a reputation for very high voter turnout and good results will depend on that. Do not leave your voice out of this election, **vote for MTI endorsed candidates Barack Obama, Tammy Baldwin and Mark Pocan!** Make sure you vote and have the discussion with your family, friends, neighbors and co-workers. Your future and education depend on it. Remember, *one can register at the polls with proof of residence!* Use your MTI Palm Card for all MTI and/or SCFL recommended candidates.



MTI Again Overturns Governor Walker's Legislation

MTI was again successful in challenging legislation forced through the Legislature by Governor Walker. **Dane County Circuit Court Judge Amy Smith agreed with MTI's argument that Act 21, as it pertains to the State Superintendent, is unconstitutional.**

Act 21 was created to enable the Governor to control all state agencies' creation of Administrative Rules. Historically an agency wrote a proposed Administrative Rule, sent it to the Legislature which held a hearing, and if no modifications were made, the Administrative Rule became law. **Act 21 mandated that a Agency send a "proposed" Administrative Rule to the Governor, who could change it before it could go to the Legislature.** Walker even forced his appointees to the Wisconsin Employment Relations Commission to make the calculation of "*base wage*" for teachers even more restrictive than WERC had proposed.

MTI's challenge to Act 21 was based on the fact that the State Superintendent is a Constitutional Officer - has been since 1848. Based on that, and that the Wisconsin Supreme Court previously ruled that the State Superintendent has the authority not only to "*advocate, but (is) an officer with the ability to put plans into action*", MTI, joined by WEAC, claimed that **as a Constitutional Officer the State Superintendent is equal to, not subordinate to, the Governor.** Judge Smith agreed, and voided that part of Act 21, as it applied to the State Superintendent.

MTI was represented by Lester Pines, Tamara Packard and Susan Crawford, Cullen Weston Pines Bach.

American Education Week November 11-17

The 91st annual American Education Week aims to spotlight the importance of the "*public in American education*". Though the federal and state governments are obligated to provide public education, both fail to fully fund their mandates on schools.



American Education Week presents all Americans with a wonderful opportunity to celebrate public education and honor individuals who are making a difference in ensuring that every child receives a quality education.

While every child in America deserves a quality public education - *A Basic Right for Children and the Responsibility of the Public* - the failure of federal and state governments and the **state usurping the authority of local school boards to adequately fund their schools places American education in very poor light.** **America must provide students with quality public schools so that the next generation can grow, prosper, and achieve.**

Wednesday, November 14, is *Educational Support Day* to honor the educational assistants, nurse assistants, clerical/technical workers, security assistants, cafeteria workers, custodians and others who positively impact our schools. Friday, November 16, is a special day to honor the work of *Substitute Teachers*.

Flexible Spending Account

Now is the time to act. MTI's various Collective Bargaining Agreements enables one to set wages aside, tax free, to cover employee contributions toward health insurance premiums, policy deductibles, co-pays and uninsured medical, dental and optical expenses, as well as for childcare expenses. Money set aside and not used during the calendar year for such expenses is lost - gone to the District.

Plan now to: ● *Use the balance of funds set aside for 2012, before December 31. These can be used for unplanned expenses such as prescription glasses, hearing devices, over-the-counter medications, or mental health therapy;* and ● *Adjust your deposit into your flexible spending account for next year* (see Benefits Design Group, Inc. (www.bdgflex.com)). **The deadline for changing one's deduction for 2013 is November 15.**

Our Union Makes Us Strong!

MTI's web page - www.madisonteachers.org

MTI's email - MTI@madisonteachers.org

**Parent-Teacher Conferences:
MTI Brochures in Several Languages**

For parents of all elementary pupils, MTI will be distributing a brochure “*Talking with Your Child’s Teacher.*” This year, it has been sent to MTI Faculty Representatives in schools where there are at least 20 students who speak a language. However, Faculty Representatives can receive the brochures in any of the languages in which the family primarily speaks the language. The brochures will be distributed to the elementary staff for distribution to all students to take to their parents. Brochures for non-English speaking parents will be distributed via the District’s Bilingual Resource Specialists. The BRS are members of MTI’s teacher bargaining unit.



The terms and conditions of the MTI/MMSD Collective Bargaining Agreement relative to Parent-Teacher Conferences provides the following:

Elementary School: Parent-teacher conferences, if scheduled, shall be scheduled within the normal school day. The Contract also provides that, in addition to the Monday early release time, conferences shall be held on one scheduled workday per year. The Contract enables teachers and the principal, by mutual agreement, to adjust the starting and ending time for this day in order to accommodate parents who work during the day. Principals cannot unilaterally change school hours. Should a parent be unable to be present during the school day and a teacher agrees to hold the conference on other than regular school hours, the Contract provides that the teacher be granted *flexible* time off*. The terms for flexible time off are set forth in the Contract. Principals *cannot* unilaterally set evening conferences. The date of the flexible day for a teacher who works beyond the regular contractual day *cannot be unilaterally established by management*, or even a vote of the teachers; i.e. it is an individual choice. Conferences are in lieu of the report cards for the reporting periods in which they are held. The Contract provides that no written summary of the conference by the teacher is required.

Middle School: Parent-teacher conferences, if scheduled, shall be scheduled within the school day. Should a parent be unable to be present during the specified time and a teacher agrees to hold the conference on other than regular school hours, the Contract provides that the teacher be granted *flexible time off*. The terms for flexible time off are set forth in the Contract. Principals *cannot* unilaterally set evening conferences. The date of the flexible day for a teacher who works beyond the regular contractual day *cannot be unilaterally established by management*, or even a vote of the teachers; i.e. it is an individual choice.

High School: Parent-teacher conferences, if scheduled, shall be scheduled within the school day. Should a parent be unable to be present during the specified time and a teacher agrees to hold the conference on other than regular school hours, the Contract provides that the teacher be granted *flexible time off*. The terms for flexible time off are set forth in the Contract. Principals *cannot* unilaterally set evening conferences. The date of the flexible day for a teacher who works beyond the regular contractual day *cannot be unilaterally established by management*, or even a vote of the teachers; i.e. it is an individual choice. With the shortness of funds available to the District, as a result of the State revenue controls, MMSD is reluctant to enable conferences to be held after work hours and then have to provide flexible time off. The Contract provides that no written record of the conference need be made by the teacher. Any clerical or scheduling work relative to conferences is to be performed by the PTO or similar group.

Teacher’s Own Child: Section VI-G of MTI’s Collective Bargaining Agreement provides that, “*Teachers, upon request, will be granted time to participate in their child’s/children’s parent-teacher conference provided the referenced child’s teacher(s) does not offer evening parent-teacher conferences. Requests shall be made to the teacher’s supervisor at least 3 days in advance of the requested time off. The teacher will be responsible for arranging the covering of his/her class pursuant to Section III-R*” (class covering).

*“*Flexible time*” was previously called “*compensatory time*”.



**Calendar of
Events**

- **Tuesday, November 6, ELECTION DAY**
- **Wednesday, November 7, 4:30 p.m., MTI**
SEE-MTI Board of Directors
- **Thursday, November 8, 4:15 p.m., MTI**
Special Education Sub-Committee
- **Monday, November 12, 4:30 p.m., MTI**
MTI Board of Directors
- **Tuesday, November 13, 4:15 p.m., MTI**
MTI VOTERS Political Action Committee
- **Tuesday, November 20, 4:30 p.m., SCFL**
MTI Faculty Representative Council
- **November 22/23, THANKSGIVING BREAK**



As a show of
SOLIDARITY, wear
MTI RED every
MONDAY!