

What Does Your MTI Contract Do for You? Rights to & following Contract Reduction

Reducing one's teaching contract by any percentage used to be a major risk. In doing so, one not only *was at peril to remain part-time for the rest of their career, but their contract percentage could be varied year-to-year by the District, and worse yet, the District could unilaterally decide not to continue the contract.* This is because part-time contracts are not covered by the "continuing contract law" by which teachers' contracts are renewed annually.



Because of the demands by MTI members, the Union negotiated the right of one to temporarily reduce their contract and return to full-time the following year. This enables one to spend time with a child, an aging parent, or for any reason the teacher desires. Additionally, MTI negotiated that those employed under part-time contracts in Madison are issued individual contracts annually.

Requests to reduce one's contract for a one-year period, with the right to return to full-time the following year, must be made in writing to the District's office of Human Resources on or before March 1 for the 2013-14 school year.

Reducing one's contract without using Section IV-W of MTI's Contract has major negative implications. Members considering this are urged to contact MTI Headquarters (257-0491).

These steps seem like steps every employer should have to follow. They are not, but MMSD must follow them because of MTI's Contracts. *Governor Walker's Act 10 destroys these protections*. MTI is working to preserve them.

Leave of Absence Deadline March 1

Section VI-B (Leaves of Absences) of **MTI's Teacher Collective Bargaining Agreement** provides that all *non-medical leaves except academic, adoption and childrearing leaves, must be for a minimum of one full school year* and must commence at the beginning of the first semester. Academic or childrearing leaves must be for a minimum of one semester. Leaves and leave extensions are granted to teachers as follows:

Initial Request: One semester (academic or childrearing). **Extension**: One extension will be allowed for the semester following the semester of the initial leave, unless the initial request is for the second semester or the school year, then the extension must be for the entire school year.

Initial Request: One full school year (academic or childrearing). **Extension**: One extension consisting of the following school year.

Other than for *academic* leaves of absence or extension of same, leave of absence requests for the first semester or the full school year for 2013-14, or to extend a leave of absence, must be made in writing through the principal/supervisor to Human Resources by March 1, 2013. A request for an *academic* leave or for an extension of same must be made to the Department of Human Resources by May 1, 2013 for the first semester or the ensuing school year.

One remains a member of MTI's bargaining unit while on leave and has benefits available while on leave. Given this, partial dues while one is on leave can be paid during the leave or upon return.

Calendar of Events

- Monday, February 18, Doyle Room 103 BOE Operational Supports Committee (5:45 p.m.)
- Tuesday, February 19, 4:15 p.m., SCFL MTI Faculty Representative Council
- Wednesday, February 20, 4:15 p.m., MTI MTI VOTERS Political Action Committee
- Monday, February 25, Doyle Auditorium BOE Regular Meeting (6:00 p.m.)
- Tuesday, March 5, 4:15 p.m., MTI MTI Finance Committee
- Wednesday, March 6, 4:00 p.m., SCFL EA-MTI General Membership



Tuesday, February 19 Spring Primary

Substitute Teachers: Checking Your Work History

The District provides the ability for one to check his/her work history online. This will enable one to verify their day-to-day records of time worked, date and location worked, rate of pay, earnings and check date.

The link to **this query can be found here:** <u>https://www.madison.k12.wi.us/staffonly</u>. Staff members must sign-in on the **Staff Only** area of the website to access this query, and may only access their own records (*the employee's b number is the username and the password, unless previously changed by the employee, is the employee's 6 digit birth date* <u>preceded</u> by the letter x). Staff will be asked to enter a "from date" and "to date" range and click on Search to bring up pay records. For example, the May 1 payroll will have "from/to" dates of March 16 to April 15.

The query will only provide payment information that was processed in Munis. This query will not provide any time record dates that were processed on a payment prior to May 1, 2012 for substitute teachers or April 6, 2012 for biweekly paid substitute staff. The District is working on an updated report to provide employees with additional payroll information. Check the USO-MTI section of the MTI Website (www.madisonteachers.org), under "Bargaining Units," for the link.

Student Behavior Concerns

MTI's Teacher Collective Bargaining Agreement, Section V-C-4-b, contains provisions for dealing with students whose behavior or learning is of significant concern to their teacher. Under V-C-4-b, if a teacher is of the opinion that the inclusion of a student with disabilities in the teacher's classroom results in a significant concern regarding said student's behavior or learning, the teacher can request, in writing, assistance from the principal. Said request should be in the form of a letter laying out the nature of the concern as it relates to the student's IEP. The principal is required, if feasible, to respond to the request by the following day.

This Contract section was bargained in the early 90's, and was reaffirmed in negotiations for the 2011-13 Contract. During the subsequent years since it was bargained, numerous MTI members have taken advantage of the protections and have been able to help correct behavior and/or learning concerns. Unfortunately, however, many MTI members are persuaded by their administrator to not use these protections. Administrators have told teachers that, should they request assistance in writing, they would be admitting fault or admitting that they are incapable of dealing with these students. *Such claims by the administrators are unfounded.*

Instead, requesting assistance in writing is an effort to put the District on notice that IT is failing to provide federally mandated services to the students in question. The request is a *notice that the District is failing to meet the goals and provide the protections mandated by the student's IEP and thereby making it more difficult for all students in the classroom to achieve.* This is not a failure on the part of the teachers, but a failure on the part of the District. The protections provided by V-C-4-b were hardwon and must be utilized.

Anyone with questions regarding this Contract section or its usage should contact **Sara Bringman** at <u>bringmans@madisonteachers.org</u>.

Working Class Social Documentary Photo Exhibit at Edgewood College

The Edgewood College Gallery is pleased to present *Eye Witness: Milton Rogovin, Social Documentary Photography*. Milton Rogovin (1909-2011) dedicated his life's work - as an optometrist, a political activist, and a photographer - to enabling people to see more clearly.

Born into a Russian Jewish immigrant family in New York City, Rogovin grew up in Harlem and Brooklyn and attended Columbia University. Radicalized by the widespread deprivations he witnessed during the Depression, he dedicated himself to working for social and economic justice. He and his wife Anne were politically active, engaging in union organizing and voter registration in Buffalo's African-American community. For nearly fifty years, he photographed working people and people living in poverty, people at work and at home, and people out of work. The exhibition features photographs from three bodies of work, *Lower West Side, Working People*, and *Family of Miners*.

The exhibition runs March 1 through April 1, 2013. A public reception is scheduled for Thursday, March 7, 4:00-7:00 p.m., with a gallery lecture by Professor of Art History Melanie Herzog at 4:00 p.m.

Our Union Makes Us Strong! MTI's web page - <u>www.madisonteachers.org</u> MTI's email - <u>MTI@madisonteachers.org</u>