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Ms. Jennifer Cheatham  
Superintendent  
Madison Metropolitan School District  
545 W Dayton St  
Madison WI 53703-1967

**VIA EMAIL**

Re: The legal effect of Act 10 on the Madison Metropolitan School District

Dear Superintendent Cheatham:

Last night, the Madison Teachers Incorporated (MTI) voted to approve a new labor contract that would extend their ability to collectively bargain through June 2015. MTI President John Matthews explained that the labor contract needed to be extended earlier than usual because of the upcoming Supreme Court decision on Act 10. The Madison School Board of Education is set to ratify the agreement on Monday. According to press reports, you are supportive of their efforts.

We would like to remind you – and the members of the School Board – that school districts have no “window of opportunity” to ignore Act 10. The decision of Dane County Circuit Court Judge Colas in Case No. 11CV3774 has no effect outside of the parties involved in that one specific case and neither the School District nor the many individual teachers employed by the School District were parties to that case. As a circuit court case, it has no precedential value and does not order anyone to do anything. As a declaratory judgment, it will, if overturned, simply become null and void – as if it never existed.

As you know, Act 10 has already been upheld in the United States Court of Appeals for the Seventh Circuit and, just last month, the United States District Court for the Western District of Wisconsin rejected the very arguments that the Dane County Circuit accepted. School Districts that ignore Act 10, including negotiating contracts with terms that violate Act 10, run the risk of having those contracts declared unlawful.

If the School District were to collectively bargain in a way that violates Act 10, it would be exposed to litigation by taxpayers or teachers who do not wish to be bound to an unlawful agreement or to be forced to contribute to an organization that they do not support. The risk is not theoretical. We currently represent the plaintiff in just such a case pending in the Circuit Court for Milwaukee County. *Marone v. Milwaukee Area Technical College*, Case No. 2013-CV-004154.

Moreover, to the extent that the School District is violating the rights of individual teachers under Act 10, by, for example, deducting dues or "fair share" payments from their wages, it is exposed to liability to those teachers.

The Wisconsin Institute for Law & Liberty, as always, remains vigilant for any unit of government that does not follow the law.

Respectfully yours,

WISCONSIN INSTITUTE FOR LAW & LIBERTY



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