

# **COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2007 – June 30, 2009**

Master Contract

**Between**

Board of Education  
**Madison Metropolitan School District**  
545 West Dayton Street  
Madison, WI 53703-1995

**and**

Madison Teachers Incorporated  
821 Williamson Street  
Madison, WI 53703

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### **EFFECTIVE DATES**

This document entitled Collective Bargaining Agreement (Master Contract) - Madison Board of Education - Madison Teachers Incorporated, July 1, 2007 - June 30, 2009 is effective as of July 1, 2007 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.

**I - Recognition - A**

**A. MANAGEMENT RIGHTS CLAUSE**

1. The Board of Education on its own behalf hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law, rules, and regulations to establish the framework of school policies and projects including, (but without limitation because of enumeration), the right:
  - a. To the executive management and administrative control of the school system and its properties, programs and facilities.
  - b. To employ all personnel and, subject to the provisions of law or State Department of Public Instruction regulations, determine their qualifications and conditions of employment, or their dismissal or demotion, their promotion and their work assignment.
  - c. To establish and supervise the program of instruction and to establish and provide supervision under agreed upon rules for such programs of an extracurricular nature as the Board of Education feels are of benefit to students.
  - d. To determine means and methods of instructions, selection of textbooks, and other teaching materials, the use of teaching aids, class schedules, hours of instruction, length of school year, and terms and conditions of employment.
2. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the terms of this agreement and Wisconsin Municipal Employment Relations Act.
3. The Board further recognizes the unique value of the teaching staff and the administrative officers of the Board of Education to advise the Board on matters of policies relating to pupils, the building construction and maintenance of schools, and especially the instruction of pupils; and instructs the Superintendent to seek the advice and counsel of the teaching staff and the administrative staff whenever the Superintendent deems the advice and counsel pertinent.

**I - Recognition - B**

**B. COLLECTIVE BARGAINING REPRESENTATIVE**

1. The Board of Education recognizes Madison Teachers Incorporated as the exclusive collective bargaining representative for:

- a. All regular full-time and regular part-time certificated teaching and other related professional personnel who are employed in a professional capacity to work with students and teachers, employed by Madison Metropolitan School District including psychologists, psychometrists, social workers, school nurses, attendants and visitation workers, work experience coordinator, remedial reading teacher, University Hospital teachers, trainable group teachers, librarians, cataloger, educational reference librarian, text librarian, guidance counselor, project assistant, principal investigators, researchers, photographer technician, teachers on leave of absence, and teachers under temporary contract, but excluding supervisor - cataloging and processing, on-call substitute teachers, interns and all other employees, principals, supervisors and administrators.
- b. All staff, including paraprofessionals employed at Shabazz High School and Charter Schools, but excluding regularly contracted "teachers," clerical/technical employees, educational assistants and supervisors as defined in Section 111.70, Wis. Stats.
  - 1) The wages, hours and conditions of employment for those employed as paraprofessionals at Shabazz High School and Charter Schools are specified in Addendum A.
- c. All employees identified as therapy assistants, interpreters, science materials specialists and special needs nurses.
  - 1) The wages, hours and conditions of employment for those employed as therapy assistants, interpreters, science materials specialists and/or special needs nurses are specified in Addendum B.
- d. All employees identified as non-faculty personnel in the capacity of athletic directors, athletic coaches, dramatics coaches, newspaper advisors, yearbook advisors, band directors, bookstore managers, choir directors, orchestra directors, cheerleading advisors, pom pon advisors and drama assistants, pursuant to WERC Certification of the Results of an Election Decision 26881A.

The language of Section I(B)(1) herein is only to be interpreted as describing the bargaining representative and the bargaining unit covered by the terms of this Agreement.

2. Hereinafter the term "teacher" refers to anyone in the collective bargaining unit.
3.
  - a. The parties recognizing the value of a qualified teaching staff as it relates to the instructional process, hereby agree that instructional duties where the Wisconsin Department of Public Instruction requires that such be performed by a certificated teacher, shall be performed only by "teachers."
  - b. Substitutes are excepted and may take the place of absent "teachers" pursuant to Section IV-B. In an emergency and/or when a substitute is not available, certificated administrators may serve as substitutes.
4. Administrators, may under the terms of this agreement, perform work under Section III-I.

**II - Procedure - A**

## A. CONFERENCE AND NEGOTIATION

1. This agreement effective upon execution between the BOARD OF EDUCATION OF THE MADISON METROPOLITAN SCHOOL DISTRICT hereinafter referred to as the "Board of Education", and also referred to as "the Employer", or "Madison Public Schools", or "the District"; and MADISON TEACHERS INCORPORATED, hereinafter referred to as "Madison Teachers", and also referred to as "MTI", or "the Union".
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 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.
  - b. Timetable - All items initially proposed for negotiations shall be presented as follows:
    - 1) The presentation of initial proposal for the succeeding Agreement shall be made on or about the forty-fifth (45<sup>th</sup>) day prior to the expiration of the Agreement and shall be open to the public. Subsequent sessions shall be closed unless the parties mutually agree otherwise.
    - 2) Ideally, agreement by the agents should be reached by June 15 preceding the expiration of the contract at which such time ratification by the principal parties will be considered. At such time as the Agreement is reached, the economic benefits agreed upon will be retroactively provided teachers to the beginning of the then current school year.
  - c. Each party to this agreement desiring to be represented by agents for negotiating agrees to furnish to the other party a list of its duly authorized agents for such purposes. Each party agrees to negotiate only with said agents and no others, including their principals, namely, the Board of Education or Madison Teachers, as the case may be, unless the latter as principals authorize negotiations with others or themselves.
  - d. If matters which are proper subjects of negotiations are brought, whether in the form of a grievance, petition or otherwise, to the attention of either of the parties to this agreement by any individual, group of individuals or organization other than the other party to this agreement or its duly authorized agents, such latter party shall be punctually informed of such action.

- e. Each party to this agreement, at its own expense, may utilize the service of legal counsel, professional negotiators and other such expert persons, as well as clerical assistants, at negotiations.
- f. The Board of Education agrees to furnish to Madison Teachers, upon reasonable request, all available public information concerning its financial resources.
- g. Individual teacher contracts shall be deemed to incorporate all of the terms of agreements concerning wages, hours and conditions of employment made between the Board of Education and Madison Teachers, and no other terms except those imposed by law.
- h. Madison Teachers recognize the legal obligation of the Board of Education to give to each teacher employed by it a written notice of renewal or refusal of his or her contract for the ensuing school year on or before March 15 of the school year during which said teacher holds a contract, pursuant to Section 118.22 of the Wisconsin Statutes. Preliminary notice shall be given at least fifteen (15) days prior should the Board be considering nonrenewal. Such teachers have five (5) days from the date of receipt of such notice to request a conference. In the event an agreement concerning wages, hours and conditions of employment has not been reached by the Board of Education and Madison Teachers by the date teacher contracts are given to said teachers, all such contracts shall be governed by the terms of any agreement concerning wages, hours and conditions of employment for said ensuing year subsequently reached by the parties to this agreement.

## **II - Procedure - B**

### **B. GRIEVANCE PROCEDURE**

1. The Board of Education and Madison Teachers each recognize the legal right of any individual employee or any minority group of employees at any time, within the following terms, to present grievances to their employer in person or through representatives of their own choosing and the corresponding legal duty of the employer to confer with them in relation thereto, provided that Madison Teachers has been afforded the opportunity to be present in conferences concerning grievances and that any adjustment resulting from such conferences is not inconsistent with the conditions of employment established in any procedures, policies or agreements then in effect between the parties to this Agreement. The District will send, on a timely basis, to the Executive Director of Madison Teachers, notice of any adjustment resulting from said conference. Without limiting the preceding legal right and duty, the parties to this Agreement agree as follows:
2. The following grievance procedure is designed to ensure prompt consideration and appropriate solution of grievances as hereafter defined at the lowest possible administrative level.
3. Definition:
  - a. A "Grievance" is defined to be a dispute concerning the interpretation or application of any of the terms of any "written" agreement establishing salaries, hours, or other conditions of employment for the employees of the Board of Education for whom Madison Teachers is the

collective bargaining representative. Aggrieved parties may be Madison Teachers or any such employees.

- b. "School Day" used herein shall mean weekdays during the summer months.
4. The time limits indicated at each level of the Grievance Procedure shall be considered maximum. However, the time limits may be extended or reduced in any case by mutual agreement, in writing, signed by the duly authorized representatives of the Board and Madison Teachers. If denied at a specific level, grievances not appealed to the next level within the prescribed time limits shall be considered withdrawn.
5. An aggrieved party must submit to the principal the alleged grievances within sixty (60) days after the aggrieved party knew of the act or condition on which the grievance is based, or the grievance will be deemed waived. If the act or condition reoccurs, the time limits will be renewed.
6. The procedural steps for Madison Teachers shall commence at Level 3. Organizational (Class) Grievance: Madison Teachers must submit the alleged grievance within sixty (60) days after Madison Teachers knew of the act or condition on which the grievance is based, or the grievance will be deemed waived. If the act or condition reoccurs the time limit will be renewed.

LEVEL 1:

- a. An aggrieved party shall identify the grievance and attempt to resolve same through discussion with the principal or supervisor either by himself/herself or with a representative of Madison Teachers or anyone else of his/her own choosing.

LEVEL 2:

- a. If the grievance is not settled, Madison Teachers Incorporated may then act on behalf of the aggrieved party or the teacher, acting on his/her own, shall submit a written grievance to the principal. The written grievance shall, to the extent possible, include the facts upon which the grievance is based, the Contract sections alleged to be violated, and the relief sought.
- b. Within ten (10) school days after receiving the written grievance the principal or supervisor shall deliver the written answer to the aggrieved and the Executive Director of Madison Teachers. The answer shall be reasonably clear and concise and shall contain the reasons therefore. Should the response not be made within the above period, the grievance will automatically proceed to the next level.

LEVEL 3:

- a. Should the matter remain unresolved at the conclusion of Level 2, then Madison Teachers and only Madison Teachers may present grievances in writing on behalf of an aggrieved party or itself to the Superintendent or his/her designee.



- b. The Superintendent or his/her designee shall meet with a representative of Madison Teachers within ten (10) school days from the date of receipt of the written grievance in an attempt to resolve same. The meeting shall be at a time and place mutually acceptable.
- c. The Superintendent or his designee shall respond in writing within ten (10) school days after the aforementioned meeting to the Executive Director of Madison Teachers and the aggrieved party. The answer shall be reasonably clear and concise and shall contain the reasons therefore. Should the response not be made within the above period, the grievance will automatically proceed to the next level.
- d. Any grievance not so referred to Level 3 within fifteen (15) school days after the receipt of the Level 2 answer shall be considered withdrawn.
- e. Grievances initiated by Madison Teachers on behalf of bargaining unit members as a class or in an organizational grievance are commenced at this level of the procedure. Grievances as a result of alleged action/inaction by a principal/immediate supervisor and affecting only one teacher will be filed at Level 1. Grievances as a result of alleged action/inaction by a principal and affecting only teachers in that principal's school building will also be filed at Level 1.

LEVEL 4:

- a. To the extent the grievance remains unresolved at the conclusion of Level 3, Madison Teachers may call for compulsory, final, and binding arbitration. Said call must be within thirty (30) school days after the receipt of the answer at Level 3.

If mutually agreeable between the parties to this contract, the Wisconsin Employment Relations Commission shall appoint an arbitrator from their staff upon receipt of the letter. If mutually agreeable between the parties to this contract, the Wisconsin Employment Relations Commission (WERC) will be requested to provide a panel of five (5) potential arbitrators from the WERC's staff. The panel of potential arbitrators shall be selected according to the arbitrator selection procedures set forth in section "b," below.

- b. If it is not mutually agreeable to utilize the Wisconsin Employment Relations Commission to arbitrate the matter, a copy of the letter calling for arbitration shall be forwarded by Madison Teachers to the Wisconsin Employment Relations Commission with a request for the names of five (5) private arbitrators from which the parties may select a mutually acceptable arbitrator to hear and decide the issue. A copy of this letter shall be sent at the same time to the Board of Education. Said arbitrator shall be selected within five (5) school days after receiving suggestions from the Wisconsin Employment Relations Commission. Each party shall have the right to alternately strike two names from the list with the aggrieved party striking first.
- c. The parties agree to share equally the costs arising from the employment of the arbitrator mutually selected and all other costs of the arbitration proceedings.

- d. The decision of the arbitrator shall be final and binding on all parties except as forbidden by law and shall be rendered within thirty (30) days following the final day of hearings or receipt of briefs, whichever is later. Any brief not postmarked on or before the date set by the parties at the conclusion of the arbitration hearing as the date for submission of briefs shall not be considered or accepted by the arbitrator and shall be returned to the party submitting same with a letter of transmittal. The other party shall receive a copy of the letter of transmittal.
7. Employment Complaint - An "Employment Complaint" is a complaint founded upon some incident of the employment relation not covered by any agreement between the parties to this Agreement but which involves a question of salaries, hours or other conditions of employment. Such complaints shall be processed through Level 3 only of the above grievance procedure upon presentation by an aggrieved party.

### III - Salary - A

#### A. SALARY SCHEDULE

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

The base (Level 4, Track 1) effective 7/1/07 through 6/30/08	\$32,568
The base (Level 4, Track 1) effective 7/1/08 through 6/30/09	\$32,913

Level 2 shall only be applied, for the 2005-07 Contract, to Section III-L.

Any increase negotiated for the successor agreement shall be effective with the first day of the 2009-2010 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 - the following rules govern the salary schedule index, Table B. The dollar conversion of the Index for periods noted above appear on Table C.
1. There shall be 8 tracks on the Madison Salary Schedule. These tracks shall be:
    - Track 1 - BA
    - Track 2 - BA + 12
    - Track 3 - BA + 24
    - Track 4 - MA
    - Track 5 - MA + 12
    - Track 6 - MA + 24
    - Track 7 - 6th year or equivalency (MA + 48 academic credits or second MA, if second MA was earned after 9/1/85)
    - Track 8 - PH.D., M.F.A.
  2. Six Professional Advancement Credits (Sec. III-G-1 and 12) and/or academic credits are required before one may cross an improvement level. Three Professional Advancement Credits

and/or academic credits are required before one may cross an incentive level (e.g., level 15 to 16, et al.). An improvement level constitutes the barrier between salary levels, e.g., 8 and 9, 12 and 13 of the salary index.

3. Track 1 (BA), Track 4 (MA), Track 7 (the 6th year or 48 academic credits or second MA if the second MA was earned after 9/1/85), and Track 8 (PH.D., Ed.D., M.F.A.) shall be achieved only on degree evidence presented.
4. There shall be no limitations on the type of approved credits which may be used for Track 2, 3, 5 and 6 or the incentive levels except for nurses whose credits for advancement on the salary schedule must have prior approval from the Health Services Coordinator.
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.

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.

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.

- a. 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.

8. National Board for Professional Teaching Standards

Upon submission of evidence of completion, a teacher who completes National Board for Professional Teaching Standards (NBPTS) certification 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.

9. Alternative School Credit

Any individual who is reemployed in a regular school program after being assigned to an alternative school, will be given credit on the teachers' salary schedule only if said individual held a degree and teacher certification during the time of alternative experience employment.

10. Academic Leave

A teacher on academic leave will progress on the salary schedule, for up to one year, provided that such is relevant to the teacher's instructional work for the District, there is District pre-approval of the academic content of the teacher's course of study, and that the teacher submits documentation of academic success.

**B. INDEX BASIS OF SALARY**

LEVEL	TR 1 BA	TR 2 BA+12	TR 3 BA+24	TR 4 MA	TR 5 MA+12	TR 6 MA+24	TR 7 MA+48*	TR 8 Ph.D.
2.0	100	102.5	105	110	112.5	115	120	125
2.5	102	104	106	112	114	116	122	126
3.0	104	106	108	114	116	118	124	128
3.5	106	108	110	116	118	120	126	130
4.0	108	110	112	118	120	122	128	132
4.5	110	112	114	120	122	124	130	134
5.0	112	114	116	122	124	126	132	136
5.5	115	117.5	120	125	127	130	135	139
6.0	117.5	120	122.5	127.5	130	132.5	137.5	142.5
6.5	120	122.5	125	130	132.5	135	140	145
7.0	122.5	125	127.5	132.5	135	137.5	142.5	147.5
7.5	125	127.5	130	135	137.5	140	145	150
8.0	127.5	130	132.5	137.5	140	142.5	147.5	152.5
IMPROVEMENT LEVEL NO. 1								
8.5	130	132.5	135	140	145	147.5	152.5	157.5
9.0	132.5	135	137.5	142.5	150	152.5	157.5	162.5
9.5	135	137.5	140	145	152.5	155	160	165
10.0	137.5	140	142.5	147.5	155	157.5	162.5	167.5
10.5	140	142.5	145	150	157.5	160	165	170
11.0	142.5	145	147.5	152.5	160	162.5	167.5	172.5
11.5	145	147.5	150	155	162.5	165	170	175
12.0	147.5	150	152.5	157.5	165	167.5	172.5	177.5
IMPROVEMENT LEVEL NO. 2								
12.5	150	152.5	155	160	172.5	175	180	185
13.0	152.5	155	157.5	162.5	180	182.5	187.5	192.5
13.5	155	157.5	160	165	182.5	185	190	195
14.0	157.5	160	162.5	167.5	185	187.5	192.5	197.5
14.5	160	162.5	165	170	187.5	190	195	200
INCENTIVE LEVELS								
***	101.75	101.75	101.75	102	102	102	102	102

\*48 Academic Credits  
Or 2<sup>nd</sup> Master's

\*\*\* Effective July 1, 2000, upon reaching the top of the salary schedule (level 15.0 and up) the salary for Tracks 1 thru 3 will be 1.75% above the previous cell. For Tracks 4 thru 8, the salary will be 2% above the previous cell.

MADISON METROPOLITAN SCHOOL DISTRICT  
Human Resources

SALARY SCHEDULE EFFECTIVE JULY 1, 2007 THRU JUNE 30, 2008

LEVEL	TR 1 BA	TR 2 BA+12	TR 3 BA+24	TR 4 MA	TR 5 MA+12	TR 6 A+24	TR 7 MA+48*	TR 8 Ph.D. M.F.A.
4.0	32568	33172	33775	35584	36187	36790	38600	39806
4.5	33172	33775	34378	36187	36790	37393	39203	40409
5.0	33775	34378	34981	36790	37393	37997	39806	41012
5.5	34679	35433	36187	37695	38298	39203	40711	41917
6.0	35433	36187	36941	38449	39203	39957	41465	42972
6.5	36187	36941	37695	39203	39957	40711	42218	43726
7.0	36941	37695	38449	39957	40711	41465	42972	44480
7.5	37695	38449	39203	40711	41465	42218	43726	45234
8.0	38449	39203	39957	41465	42218	42972	44480	45988
IMPROVEMENT LEVEL NO. 1								
8.5	39203	39957	40711	42218	43726	44480	45988	47496
9.0	39957	40711	41465	42972	45234	45988	47496	49004
9.5	40711	41465	42218	43726	45988	46742	48250	49757
10.0	41465	42218	42972	44480	46742	47496	49004	50511
10.5	42218	42972	43726	45234	47496	48250	49757	51265
11.0	42972	43726	44480	45988	48250	49004	50511	52019
11.5	43726	44480	45234	46742	49004	49757	51265	52773
12.0	44480	45234	45988	47496	49757	50511	52019	53527
IMPROVEMENT LEVEL NO. 2								
12.5	45234	45988	46742	48250	52019	52773	54281	55789
13.0	45988	46742	47496	49004	54281	55035	56543	58050
13.5	46742	47496	48250	49757	55035	55789	57296	58804
14.0	47496	48250	49004	50511	55789	56543	58050	59558
14.5	48250	49004	49757	51265	56543	57296	58804	60312
15.0	49094	49861	50628	52291	57673	58442	59980	61518
INCENTIVE LEVELS								
16.0	49953	50734	51514	53336	58827	59611	61180	62749
17.0	50827	51621	52416	54403	60003	60803	62403	64004
18.0	51717	52525	53333	55491	61203	62019	63652	65284
19.0	52622	53444	54266	56601	62427	63260	64925	66589
20.0	53543	54379	55216	57733	63676	64525	66223	67921
21.0	54480	55331	56182	58888	64950	65816	67548	69280
22.0	55433	56299	57165	60065	66249	67132	68898	70665
23.0	56403	57284	58166	61267	67574	68475	70276	72078
24.0	57390	58287	59184	62492	68925	69844	71682	73520
25.0	58395	59307	60219	63742	70303	71241	73116	74990
26.0	59416	60345	61273	65017	71710	72666	74578	76490
27.0	60456	61401	62345	66317	73144	74119	76070	78020
28.0	61514	62475	63437	67643	74607	75601	77591	79580
29.0	62591	63569	64547	68996	76099	77113	79143	81172
30.0	63686	64681	65676	70376	77621	78656	80726	82795
31.0	64801	65813	66826	71784	79173	80229	82340	84451
32.0	65935	66965	67995	73219	80757	81833	83987	86140
33.0	67088	68137	69185	74684	82372	83470	85667	87863

\*48 Academic Credits  
Or 2nd Master's

MADISON METROPOLITAN SCHOOL DISTRICT  
Human Resources

SALARY SCHEDULE EFFECTIVE JULY 1, 2008 THRU JUNE 30, 2009

LEVEL	TR 1 BA	TR 2 BA+12	TR 3 BA+24	TR 4 MA	TR 5 MA+12	TR 6 MA+24	TR 7 MA+48*	TR 8 Ph.D. M.F.A.
4.0	32914	33524	34133	35962	36571	37181	39009	40228
4.5	33524	34133	34743	36571	37181	37790	39619	40838
5.0	34133	34743	35352	37181	37790	38400	40228	41447
5.5	35047	35809	36571	38095	38705	39619	41143	42362
6.0	35809	36571	37333	38857	39619	40381	41905	43428
6.5	36571	37333	38095	39619	40381	41143	42666	44190
7.0	37333	38095	38857	40381	41143	41905	43428	44952
7.5	38095	38857	39619	41143	41905	42666	44190	45714
8.0	38857	39619	40381	41905	42666	43428	44952	46476
IMPROVEMENT LEVEL NO. 1								
8.5	39619	40381	41143	42666	44190	44952	46476	48000
9.0	40381	41143	41905	43428	45714	46476	48000	49524
9.5	41143	41905	42666	44190	46476	47238	48762	50285
10.0	41905	42666	43428	44952	47238	48000	49524	51047
10.5	42666	43428	44190	45714	48000	48762	50285	51809
11.0	43428	44190	44952	46476	48762	49524	51047	52571
11.5	44190	44952	45714	47238	49524	50285	51809	53333
12.0	44952	45714	46476	48000	50285	51047	52571	54095
IMPROVEMENT LEVEL NO. 2								
12.5	45714	46476	47238	48762	52571	53333	54857	56381
13.0	46476	47238	48000	49524	54857	55619	57143	58666
13.5	47238	48000	48762	50285	55619	56381	57904	59428
14.0	48000	48762	49524	51047	56381	57143	58666	60190
14.5	48762	49524	50285	51809	57143	57904	59428	60952
15.0	49615	50390	51165	52845	58285	59062	60617	62171
INCENTIVE LEVELS								
16.0	50483	51272	52061	53902	59451	60244	61829	63414
17.0	51367	52169	52972	54980	60640	61449	63066	64683
18.0	52266	53082	53899	56080	61853	62678	64327	65976
19.0	53180	54011	54842	57202	63090	63931	65614	67296
20.0	54111	54956	55802	58346	64352	65210	66926	68642
21.0	55058	55918	56778	59512	65639	66514	68264	70015
22.0	56021	56897	57772	60703	66952	67844	69630	71415
23.0	57002	57892	58783	61917	68291	69201	71022	72843
24.0	57999	58905	59812	63155	69656	70585	72443	74300
25.0	59014	59936	60858	64418	71050	71997	73891	75786
26.0	60047	60985	61923	65707	72471	73437	75369	77302
27.0	61098	62052	63007	67021	73920	74906	76877	78848
28.0	62167	63138	64110	68361	75398	76404	78414	80425
29.0	63255	64243	65232	69728	76906	77932	79983	82033
30.0	64362	65368	66373	71123	78444	79490	81582	83674
31.0	65488	66511	67535	72545	80013	81080	83214	85348
32.0	66634	67675	68717	73996	81614	82702	84878	87054
33.0	67800	68860	69919	75476	83246	84356	86576	88796

\*48 Academic Credits  
Or 2nd Master's

**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 occurs during spring vacation, the paydate shall be the last work 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.
4. The paycheck due on January 1 shall be deposited on the first banking day in January.
5. Paycheck No. 10 will be issued the last day of the school year.
6. Extra-Duty Compensation earned by the teacher during the pay period shall be itemized separately on each paycheck according to the above-referenced schedule.

**E. PAYROLL DEDUCTIONS**

1. In addition to those salary deductions required by law, salary deductions are permitted for:
  - a. Group life insurance.
  - \* b. Health insurance and unreimbursed medical expenses.
  - c. Income protection insurance.
  - d. Tax Sheltered Annuities as authorized by this Agreement, Roth IRAs.
  - e. Union dues -- those authorized by Madison Teachers Incorporated.
  - f. The Fair Share deduction as authorized by this agreement.
  - \*g. Dental insurance.
  - h. Charitable Organizations which have met qualifications of the Board.
  - \*i. Dependent care.
  - j. Group automobile and homeowner insurance program(s) authorized by MTI. Such shall not exceed one (1) carrier.<sup>1</sup>

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<sup>1</sup> MTI shall save the Board and the District harmless against any and all claims, demands, suits,



k. Long Term Care Insurance

l. MTI Solidarity Fund\*\*

- \* Pursuant to the relevant sections (Section 105, Section 125 and 129) of the Internal Revenue Service Code, employees shall be allowed to elect to use pre-tax dollars for the payment of monthly employee health insurance contributions, and/or unreimbursed medical expenses. Pursuant to Section 125 and 129 of the IRS Code, employees shall be allowed to elect to use pretax dollars for the payment of monthly employee dental insurance contributions and qualified dependent care costs - the District shall choose the carrier for the dependent care pre-tax provisions.

Any employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of five thousand dollars (\$5,000) of eligible health and dental care expenses not covered by the insurance plan (§105, §125) per calendar year.

Dependent care costs (§129) are subject to the limitations of the Internal Revenue Service Code.

- \*\* MTI will design, print, distribute and collect appropriate forms for the implementation of this deduction and submit this information to Payroll Services by November 15<sup>th</sup> of each contract year. Deductions will commence on the first paycheck of the following calendar year.

2. Dues Deduction.

- a. The Board of Education shall collect and forward the dues of members of Madison Teachers to Madison Teachers with a list of employees from whom deductions were made. Such deductions shall be made by deducting such amounts as determined by Madison Teachers from the payroll checks of members who have authorized such deductions in writing. Madison Teachers shall make changes to the amount of the deduction for a school year prior to September 15 of the year for which the deduction is made, except that Madison Teachers may change the amount of the deduction no more than one other time during the school year after giving the District at least forty-five (45) days prior written notice. Deductions shall be made in ten installments. Any balance due on termination will be deducted on the final check. Authorization to collect dues via payroll deduction shall remain in effect permanently unless countermanded in writing to the Executive Director of Madison Teachers prior to September 15. Where possible authorizations will be submitted to Payroll Services in June of the preceding year with the balance by September 15. Annual dues which are an exception to the standard dues shall be listed in the upper right hand corner by Madison Teachers prior to submission to Payroll Services. For membership authorizations received in Payroll Services after September 15, those received between the 1st and 15th day of any month will be honored with deduction of dues beginning on the next month's paydate; those

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orders, judgments or other forms of liability that may arise should an employee not have sufficient funds available to cover said deduction. Amounts deducted pursuant to this provision shall be forwarded directly by the District to the authorized carrier. This provision shall not be operative until at least fifty (50) employees elect to so participate.

received between the 15th day and the end of a month will be processed with deductions beginning on the second monthly payday thereafter.

- b. A three-part authorization shall be used, providing a copy for Madison Teachers, Payroll Services, and the teacher. Payroll Services will automatically resume collection of dues from teachers after their return from an approved leave of absence. All resignations would be removed under the same auspices and Madison Teachers shall be notified of all whose cards are removed.
3. Fair Share.
    - a. Personnel in the bargaining unit described herein who do not voluntarily become members of Madison Teachers via cash payment or who have not authorized the deduction of dues pursuant to the conditions set forth in paragraph 2 above, are required to pay their proportionate share of the cost of the collective bargaining process and the administration of this collective bargaining agreement, measured by the amount of dues uniformly required of all members of Madison Teachers and in that regard, the Board, shall deduct such amount from each payroll check of the bargaining unit personnel involved. The employer will provide Madison Teachers with a list of employees from whom such deductions are made with each monthly remittance. As new employees are hired during the school year, the first dues or Fair Share deductions shall be made from their first paycheck. Changes in the amount of dues or Fair Share to be deducted shall be certified by Madison Teachers 45 days before same is to be effective.
  4. Payroll Services may refer complaints to the Executive Director and shall notify Madison Teachers of names of teachers in case of long term illness or death. If any error is discovered with respect to deduction of dues or fair share, the District shall correct said error by making appropriate adjustments in the next paycheck of the employee or the next submission of funds to MTI. When such adjustments are made by the District, the District shall notify MTI in writing. The District shall not be liable to MTI, its officers and/or agents for the remittance or payment of any sum other than that contributing the actual deductions made from the employee's wages. Any amount due MTI shall be paid by the District from the liquidated damages collected as a result of late resignation. Should an amount due MTI be collected from liquidated damages, such shall not exceed \$150.00.
  5. MTI shall save the Board and District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of, or by reason of actions taken or not taken by the Board or District pursuant to paragraphs 1, 2, 3 and 4 above.

### **III - Salary - F**

#### **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.

2. Military service, or service in the Peace Corps, Americorp or Vista, prior to actual teaching, is given full credit to a maximum of two years. Credit shall be granted for Vista teaching for teachers initially employed commencing January 1, 1976 and thereafter. Credit shall be granted for Americorp experience for teachers initially employed commencing July 1, 1999, and thereafter.
3. Salary schedule placement at the time of initial appointment for teachers with practical experience.
  - a. Practical experience shall be of two classifications:
    - 1) Practical work experience.
      - a) Practical experience must be directly related to the teaching field for which the teacher is certified. Practical experience will relate only to the following vocational fields:
        - (1) Agriculture
        - (2) Business Education
        - (3) Distributive Education
        - (4) Home Economics
        - (5) Trade & Industrial Education
        - (6) Other vocational fields as may be established by Madison Public Schools.
      - b) A teacher receiving credit for practical experience shall be subject to the same rules for placement as those teachers receiving credit for previous teaching experience.
      - c) If practical experience occurred within five (5) years immediately preceding initial employment by the District, full credit may be allowed for this experience.

- d) Half credit shall be allowed for experience occurring more than five (5) years before initial employment.
  - e) Credit shall be allowed for one-half year units.
  - f) Practical work experience may consist of either consecutive months of work or cumulative experience gained during summer, vacation or part-time work.
  - g) Twenty (20) distinct eight (8)-hour days shall constitute a work month. Nine (9) work months shall constitute a work year. Cumulative experience under four and one-half (4 ½) work months shall not be considered for placement.
- 2) Technical Experience.
- a) Teachers who have attended technical classes within five (5) years of their initial employment shall be granted professional advancement credit for such courses according to the rules stated in Section III H 2 f (1)(b).
  - b) The applicant should be prepared to supply proof of such experience as reported on his/her application for work experience credit.
- b. Application for credit for vocational experience shall be made on forms supplied by the Director of Department of Human Resources.

### **III - Salary - G**

#### **G. IMPROVEMENT LEVELS AND TRACK TRANSFER**

1. A teacher must earn six (6) professional advancement credits every four (4) years to cross an improvement level on the salary schedule and earn three (3) professional advancement credits every two (2) years to cross an incentive level. Evidence of such credits must be received in the Office of the Department of Human Resources no later than 5:00 p.m., October 1 to effect a retroactive adjustment in the teacher's salary for the first semester and no later than 5:00 p.m. February 1 to effect a retroactive adjustment in the teacher's salary for the second semester. For those teachers having the necessary credits on file no later than 5:00 p.m., July 1, the salary adjustment will be reflected in the paycheck received on October 1. Any retroactive payments due teachers pursuant to this subsection (Section III-G-1) shall be paid in equal monthly installments on each of the remaining paychecks of the school year, commencing November 1 for the first semester adjustment and March 1 for the second semester adjustment. (On the salary schedules, Improvement Level One will follow Step 8 and Improvement Level Two will follow Step 12).

2. A professional advancement credit may be:
  - a. An academic credit as evaluated by the University of Wisconsin, or
  - b. Such credit as is established by the Professional Advancement Study Committee.
3. Academic credits in addition to or in combination with professional advancement are accepted for vertical movement on the teachers' salary schedule. Either academic and/or professional advancement credits may be used for track transfer to Tracks 2, 3, 5, and 6.
4. Credits granted on initial employment because of proximity to improvement levels are:
  - a. 4th step schedule placement – six (6) credits (none required)
  - b. 3rd step schedule placement – four (4) credits (two (2) required)
  - c. 2nd step schedule placement – two (2) credits (four (4) required)
  - d. Procedures for advancement on the schedule are the same for between step placements as for the next highest step.

Such "granted" credits may be used for improvement level purposes only and not for horizontal or track transfer purposes.

5. Recommendation that a teacher cross an improvement level of salary schedule is made in accordance with the following:
  - a. The principal or supervisor submits to the Department of Human Resources a review and evaluation of the teacher's performance during the years of employment in the current improvement level bracket, and recommends that the teacher be or not be advanced to the next improvement level bracket.
  - b. When the teacher is not recommended, the principal or supervisor shall notify the teacher by November 15 of the year preceding the issuance of a contract for which the teacher has met all other requirements for attaining a higher improvement level.
  - c. Notification shall also be sent to the Executive Director of Madison Teachers unless the teacher requests in writing that such action not be taken. Should the teacher choose not to notify Madison Teachers a copy of his/her request will be sent to the Executive Director of Madison Teachers by the principal or supervisor involved.
  - d. The teacher who is not recommended for advancement to the next improvement level may apply for a hearing before the Board of Education, and the Board of Education conducts the hearing in accordance with "Nonrenewal of Nonprobationary Teacher Contract" (Section IV, J).

- e. The Board of Education decision is limited to the crossing of the teacher to the next improvement level in question and is not construed as relating to the teacher's right to continued employment at the teacher's attained level.
  - f. When there is no recommendation that the teacher be denied advancement in accordance with the terms and conditions of this provision, she/he shall automatically be advanced.
6. No professional advancement credits or academic credits earned previous to the first day of teaching service in the Madison Metropolitan School District are accepted for improvement/incentive level purposes on the salary schedule with the exception of those required or approved by the District during the summer immediately preceding the employee's first day of service under a regular contract with the District.
  7. Academic credits earned prior to employment in the Madison Metropolitan School District may be accumulated for horizontal transfer placement (track transfer) purposes on the salary schedule.
  8. Credit to be acceptable for improvement/incentive level purposes must have a grade of "satisfactory" or "B" or better; a grade of "progress" is incomplete and not acceptable.
  9. Credits which a teacher earns during a period of nonemployment which follows a resignation are not consumed upon subsequent reemployment.
  10. All credits for improvement/incentive level purposes are consumed when an improvement/incentive level is crossed; however, all credits earned can be accumulated for horizontal track transfer where such credits can be applied. Effective first for individual contracts issued for the 2002-2003 school year: credits for improvement/incentive level purposes are consumed when an improvement/incentive level is crossed. Credits in excess of those required for crossing the improvement/incentive level may be banked. All credits earned can be accumulated for horizontal track transfer where such credits can be applied. Evidence of such credits must be received in the Office of the Department of Human Resources no later than 5:00 p.m., October 1 to effect a retroactive adjustment in the teacher's salary for the first semester and no later than 5:00 p.m., February 1 to effect a retroactive adjustment in the teacher's salary for the second semester. For those teachers having the necessary credits on file no later than 5:00 p.m., July 1, the salary adjustment will be reflected in the paycheck received on October 1. Any retroactive payments due teachers pursuant to this subsection (Section III-G-13) shall be paid in equal monthly installments on each of the remaining paychecks of the school year, commencing November 1 for the first semester adjustment and March 1 for the second semester adjustment.
  11. No additional time is allowed twelve (12)-month employees to earn improvement level credits.
  12. Upon reaching the top of the schedule (Level 15) a teacher on Tracks 1-3 shall be given a one and three-quarters percent (1.75%) increase in salary above the prior incentive level every two

(2) years, thereafter providing he/she has a balance of at least three (3) Professional Advancement Credits and receives the recommendation of his/her principal or supervisor. Upon reaching the top of the schedule (Level 15) a teacher on Tracks 4-8 shall be given a two (2%) incentive increase in salary above the prior incentive level every two (2) years thereafter providing he/she has a balance of three (3) Professional Advancement Credits accrued and receives the recommendation of his/her principal or supervisor.

13. A staff member inducted into or volunteering for military service is granted three (3) improvement/incentive level credits for each year of military service; they are consumed upon crossing an improvement/incentive level and can be used for improvement/incentive level purposes only. Effective first for individual contracts issued for the 2002-2003 school year: credits for improvement/incentive level purposes are consumed when an improvement/incentive level is crossed. Credits in excess of those required for crossing the improvement/incentive level may be banked. All credits earned can be accumulated for horizontal track transfer where such credits can be applied.
14. In totaling days taught for increment purposes, the same method of counting shall be employed as issued by the Business Services Office for State Teachers Retirement reporting.

Schedule increments (Salary schedule level advancements) shall reflect a teacher's year(s) of teaching experience as calculated below. Such shall be either full or half increments and are made annually. Teachers who are passed-over for the annual increment because of their failure to earn sufficient credits shall regain proper placement to reflect their years of service at such time as such credits earned are sufficient to warrant new placement. However, in such replacement the teacher shall have no claim to monies lost in the interim. One-half (.5) increment is earned by teaching three-tenths (.3) or more time, but less than seven-tenths (.7) for the full school term or by teaching full-time sixty (60) days or more but less than one hundred and twenty (120) days. Any combination of tenths and days must equal the limits stated above.

One-half (.5) increments are one-half (.5) the scheduled increment except at improvement levels where one-half (.5) increment becomes two and one-half percent (2.5%) less than the full increment scheduled.

15. Credits from other colleges, especially those on the quarterly basis, are accepted on their rated value as determined by policies of the University of Wisconsin. Credits not acceptable to the University are not acceptable to the Salary Committee, except in such instances as the Superintendent shall rule them especially applicable and, therefore, acceptable.
16. When the salary of a teacher falls between the stated salaries as listed in the schedule, the teacher shall advance at the regularly scheduled increment except that such scheduled increment shall not permit the passage of unwarranted improvement levels or exceed the final salary on the schedule.
17. Any teacher who shall be assigned to teach an additional class beyond the full teaching load (five [5] classes per day, or four [4] classes plus a study hall, or any combination thereof), shall receive an additional fifteen percent (15%) of his/her regular contract salary for the school year.

For classes in addition to the above noted standard (that in parentheses) but less than five (5) per week, the extra compensation shall be prorated.

18. The location of improvement levels and incentive levels is shown in "Salary Schedule".
19. Annual written notification of the number of credits required to cross an improvement/incentive level shall be noted on each individual teacher's contract.

### **III - Salary - H**

#### **H. PROFESSIONAL ADVANCEMENT CREDIT**

1. A Professional Advancement Credit Committee (PACC) of six (6) members -- three (3) members appointed by the Superintendent of Schools and three members appointed by the President of Madison Teachers -- has the responsibility to review professional advancement courses, conditions necessary to obtain credits, and credit allotted for each course.
  - a. The committee shall meet four (4) times per year, or at the direction of the joint co-chairpersons of the Committee. Regular meetings shall be held in September, October, February, and May at a time and place mutually agreed upon by the co-chairpersons. Any of the above meetings can be waived upon mutual agreement of the co-chairpersons. One member will be appointed as recording secretary. The committee's decision relative to the granting of Professional Advancement Credit shall be final.
  - b. Between the regularly scheduled meetings, approving action can be taken on inservice course proposals via the following criteria:
    - 1) A copy of the course proposal along with a reaction form will be mailed to each PACC member by the administration's co-chairperson.
    - 2) PACC members will react in writing in one of three (3) ways to the mailed proposal:
      - a) I approve this inservice course proposal.
      - b) I reject this inservice course proposal for the following reason(s):
      - c) I wish to discuss this inservice course proposal with the PACC membership before rendering a decision.
    - 3) Only by unanimous approval of PACC members will inservice course approval be allowed via the mail. One or more "dissenting" reactions (rejection or call for discussion) will table the proposal until the next regularly scheduled meeting.
    - 4) The administration committee appointees shall designate one of their members to be responsible for all paper work.



- c. 1) A standard form shall be used by teachers who request professional advancement credit for any activity other than approved inservice courses and academic credit.
- 2) The teacher submits a request for a credit, in writing on the appropriate form, to the Department of Human Resources and a bona fide proof of eligibility for credit on or before October 1 and February 1 of each year. Even though credits earned are above those required for movement over an improvement/incentive level, said credits must be reported/requested within the school year during which the experience occurred; however, if a teacher earns credits which are not required to cross an improvement level or incentive level, said excess credits can be used in the subsequent improvement/incentive level.

September Meeting – Activity during past school year and most recent summer with payroll adjustments appearing on the October 1<sup>st</sup> paycheck.

October Meeting – Activity during past school year and most recent summer submitted after the September meeting with payroll adjustments appearing on the November 1<sup>st</sup> paycheck.

February Meeting – Activity during first semester of current school year and most recent summer with payroll adjustments appearing on the March 1<sup>st</sup> paycheck.

May Meeting – Activity during the current school year and most recent summer with payroll adjustments appearing on the following October 1<sup>st</sup> paycheck.

- 3) The Professional Advancement Credit Committee meets to evaluate and grant credits and cause the same to be posted on the teacher's permanent record.
2. A Professional Advancement Credit experience must occur after the school's last regularly scheduled class and does not require release of a teacher from his/her teaching duties and without any financial support from the Madison Metropolitan School District. Inservice classes, committee work, professional writing and conferences for credit must be scheduled after the teacher's contractual work day. Professional Advancement Credits may be earned in accordance with the following schedule:

- a. MMSD Organized Class

- 1) An organized class refers to a study class that is created by any person, group of persons, or department within the Madison Metropolitan School District. Such a class must be approved by the Superintendent or his/her designee PRIOR to the first meeting of the class. No deviation from this policy is allowed. Before a previously-approved class can be reoffered to a new group of participants, that class must be reapproved by the Superintendent or his/her designee.

- 2) Ten (10) hours of organized class study during noncontract time is equal to one credit.
- 3) The coordinator of the class must certify to the Department of Human Resources, in writing, a list of teachers who have satisfactorily completed the class and therefore are eligible for credit.

b. Non-District Courses

- 1) If a course is listed on a transcript for a certain number of credits, it may not receive a higher number of PAC credits than is possible through credits given by the course provider.
- 2) Courses designed to build general life-enhancement skills or improve general health and wellness are not considered for PAC credit.
- 3) Under certain conditions as specified below the Professional Advancement Credit Committee will grant inservice credit for organized noncredit classes offered by other institutions, e.g., the University of Wisconsin, the University of Wisconsin Extension Division, the Madison Area Technical College, or Edgewood College. To be eligible for inservice credit each course:
  - a) must be presented to the PACC for review at least thirty (30) days prior to the first meeting of the course on the "Request for Advance Approval for Professional Advancement Credit" form.
  - b) must be judged by a majority of the PACC as providing an acceptable professional growth experience.
  - c) must be assigned an inservice credit estimate as agreed upon by a simple majority of the PACC.
  - d) must provide the participant with a certificate or letter of participation signed by an accountable agent of the institution (e.g., instructor, department head, registrar, etc.).
  - e) credits must be reported/requested within the school year during which the experience occurred (please refer to the timeliness definition under Section III-H-1-c-2).
- 4) Instructors for an organized class may, in lieu of other compensation, choose to receive one (1) professional advancement credit for each ten (10) hours of in-class instructional time.

c. Independent Study Contract

- 1) An independent study contract represents an agreement between a teacher and the Professional Advancement Credit Committee for a specified body of professional improvement work to be performed by the teacher. Approval by the Professional Advancement Credit Committee must be obtained prior to undertaking any such activities for credit. A maximum of three (3) credits are available for any single learning experience.
  - a) objectives: what the teacher wishes to learn
  - b) rationale: why such learning is desirable
  - c) procedures, activities, timeline: how and when the learning will be accomplished
  - d) evaluation: how it will be known if the learning occurs
  - e) credit: the number of professional advancement credits to be earned by successful completion of the contract.
- 2) None of the activity (e.g., workshop, conference, organized class) specified in the independent study contract shall be used by the teacher to earn professional advancement credit apart from that to be earned through completion of the contract.

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 agree 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.
- 2) Fifteen (15) hours of school-related committee work are equal to one credit.
- 3) Committee chairpersons are responsible for submitting, in writing on the “In-District Committee Work” form, to Staff and Organization Development the names of teachers who have performed satisfactorily on the committee and are requesting credit.

e. Committee Work (nonlocal)

- 1) Refers to serving on committees of a state or national professional organization that requires an expenditure of a minimum of fifteen (15) hours of time in a contract year.
- 2) Fifteen (15) hours of nonlocal committee work are equal to one credit. Credits may be granted in one-half or whole increments only.
- 3) Verification of committee membership must be made, in writing, to the Department of Human Resources with the teacher's request for credit.

f. Professional Writing and Research

- 1) Professional articles that appear in any recognized professional publication, or are formally presented at any recognized professional convention or conference are eligible for credit consideration. The decision as to the credit granted for salary advancement purposes is determined by the Professional Advancement Credit Committee.
- 2) Upon the approval by the Professional Advancement Credit Committee such professional activity is equal to one credit.
- 3) An official copy of each published work or published abstract as it appears in a recognized publication or presented paper must be submitted to the Professional Advancement Credit Committee through the Department of Human Resources with each request for credit.

g. Conferences and Convention

- 1) Professional meetings such as the NEA's annual convention, a subject matter area meeting of one day or more, or any other such professional meetings.
- 2) No credit is granted for subject area meetings that take place at WEAC and SWEIO during their fall and spring conventions.
- 3) Attendance at professional workshops, institutes, seminars, conferences and conventions of one day's duration or more (exclusive of WEAC, SWEIO, MTI) is equal to one-half credit if attendance is on noncontract time and no financial support has been received from the Madison Metropolitan School District.
- 4) Credits may be granted in one-half or whole increments only. Half-credits may be carried forward but not into a subsequent improvement/incentive level effective July 1, 2001: the provisions set forth in this paragraph (paragraph 4) will be null and void.
- 5) Written certification of attendance by an appropriate convention or conference officer must accompany any request for credit.
- 6) Credits must be reported/requested within the school year during which the experience occurred per the timelines outlined in Section III-H-1-c-2.

h. Credit for Practical Experience Attained by Teachers Employed by the Madison Metropolitan School District.

- 1) Practical Experience shall be of three classifications:
  - a) Practical -- Employment covered by WORKER'S COMPENSATION (excluding agriculture teachers) in which the teachers use skills, attitudes and knowledge in their vocational field.

- (1) Practical work experience may consist of either consecutive months of work experience or may be cumulative experience gained during summer and vacation work in no less than four-hour increments and documented by the Employer.
  - (2) Eight (8) hours will constitute a work day.
  - (3) One professional advancement credit shall be granted for each twenty work days reported.
  - (4) A maximum of four (4) credits can be earned in one calendar year of which three professional advancement credits can be earned in one summer.
  - (5) No more than three (3) professional advancement credits shall be granted for practical work experience from the same employer unless such experience is sufficiently varied to warrant such granting. If the experiences have been at least five (5) years apart, approval may be given for additional credit.
  - (6) Practical experience will relate only to the following vocational fields:
    - (a) Agriculture
    - (b) Business Education
    - (c) Distributive Education
    - (d) Home Economics
    - (e) Trade and Industrial Education
    - (f) Other vocational fields as may be established by Madison Metropolitan School District.
  - (7) The applicant will supply proof of such experiences as reported on his/her application for vocational experience credit.
- b) Technical - Vocational and technical school experience from an institution accredited by the North Central Association Commission on Accreditation and School Improvement, Higher Learning Commission, factory workshops, and like technical endeavors.
- (1) Technical experience cannot be used for both college credit and professional advancement credit.
  - (2) One hour of technical experience will count as eight (8) hours of practical work experience. One professional advancement credit shall be granted for each twenty (20) work days reported.
- c) Guidance - Employment covered by Worker's Compensation in which counselors will learn attitudes and knowledge to help them counsel students.

- (1) Guidance experience may consist of either consecutive months of work experience or may be cumulative experience gained during summer and vacation work in no less than four hour increments. Only experience gained after January 1, 1971 shall be considered. (Counselors hired after January 1, 1971 are not eligible for this section.)
  - (2) Eight (8) hours will constitute a work day.
  - (3) One professional advancement credit shall be granted for each twenty (20) work days reported.
  - (4) A maximum of three (3) professional advancement credits can be earned in one summer. A maximum of twelve (12) credits may be used for professional guidance experience.
  - (5) No more than three (3) professional advancement credits shall be granted for practical work experience from the same employer unless such experience is sufficiently varied to warrant such granting. If the experiences have been at least five (5) years apart, approval may be given for additional credit.
  - (6) The applicant should be prepared to supply proof of such experiences as reported on his/her application for vocational experience credit.
- 2) Application for credit for vocational experience shall be made on forms supplied by the Director of Department of Human Resources.
  - 3) Any counselor hired after January 1, 1970 whose certification requires one year of cumulative work experience as established by the Department of Public Instruction shall be granted said experience on the salary schedule.
3. The Board of Education and MTI will appoint three (3) members to a joint committee which will recommend to the principal parties criteria to be applied regarding which courses, conferences (type of) and conventions will qualify for credit and the number of hours which qualify for a credit.

### **III - Salary - I**

#### **I. EXTENDED EMPLOYMENT SCHEDULE**

1. Librarians and teachers working on Curriculum, Staff Development, Federal Projects, and professional non-pupil contact positions after school is recessed for the summer and before school commences in the fall according to the official calendar of the Madison Metropolitan School District, shall be compensated at one of the following three (3) base rates:
  - a. Base 1 - is applied to the teacher's first involvement in this program. Teachers so employed shall be compensated at the rate of three hundred and thirty dollars (\$330) per week.
  - b. Base 2 - is reached after four previous years of service in a position covered by this schedule but not less than a total of sixteen (16) weeks during those four (4) years. For credit in any one year a teacher must have worked a minimum of one week in summer school or in covered activities. Teachers so employed shall be compensated at the rate of three hundred and ninety-three dollars (\$393) per week.
  - c. Base 3 - is reached after eight (8) years of service in a position covered by this schedule but not less than a total of thirty-two (32) weeks during those eight years. For credit in any one year a teacher must have worked a minimum of one week in summer school or in covered activities. Teachers so employed shall be compensated at the rate of four hundred and fifty-nine dollars (\$459) per week.
2. "Teachers" employed in the following pupil-contact positions: Summer School (including special education teachers supplementing the regular education summer school), School Forest program, Detention Summer School program, Remedial Reading program, Summer Reading Academy, or other programs which require the actual teaching of students, which are not an extension of work performed during the school year, and which occur after school is recessed for the summer and before school commences in the fall, both relative to the school calendar as set forth in this Agreement, shall be compensated according to the appropriate base indicated above, except that the following rates shall be applicable to these "teachers":
  - (1) Base 1 rate = four hundred and nine dollars (\$409) per week
  - (2) Base 2 rate = four hundred and seventy-two dollars (\$472) per week
  - (3) Base 3 rate = five hundred and forty-five dollars (\$545) per week

Driver Education Program:

- a. Teachers performing behind the wheel Driver Education Instruction, which is not part of their regular teaching assignment, will be paid an hourly rate of twenty-two dollars (\$22). Teachers performing classroom instruction within the Driver Education program during the summer will be paid an hourly rate of twenty-two dollars (\$22).
3. Base rates change on the effective dates of salary schedule changes. A change in compensation will be calculated for such periods of employment as lie within such new base rate periods.

4. Previous experience in Madison in the activities covered in the schedule are calculated at full value and become effective immediately in establishing the teacher's placement.
5. A request for advancement on the Professional 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.
6. Hours of Employment:
  - a. The hours of employment listed below are to be construed as relating directly to the current salary agreement for summer employment. It is understood that directors of various summer projects may have flexibility in the scheduling and operation of their various activities. The weekly hours of employment are based on thirty (30) hours per week.
    - (1) Driver education (behind the wheel) – six (6) hours
    - (2) Driver education (classroom) – four and one-half (4.5) hours, plus preparation
    - (3) Summer School teaching – four and one-half (4.5) hours, plus preparation
    - (4) Curriculum committees – six (6) hours
    - (5) School forest – six (6) hours
    - (6) Librarians - (in school libraries) – six (6) hours
  - b. It is recognized that federal or experimental projects may involve unique programs which cannot be covered by the above recommendations. In these cases the recommendations are to be used as guidelines whenever feasible.
  - c. A professional employee may work in more than one program or in consecutive programs, but his/her weekly salary shall not exceed his/her rate as determined by his/her placement on the Summer Employment Salary Schedule.
  - d. Other than for absence qualifying for sick leave or for death in the family, a professional employee will not be paid for time absent from his/her work unless the nature of his/her responsibilities permits such time to be made up.
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.
8. Music teachers providing instruction in the Summer Music Experience, which is not part of their regular teaching assignment, will be paid an hourly rate of twenty-two dollars (\$22) per hour for work performed during the summer.



9. Staff salaried under Section III-I-2, above, who work in any summer school program shall be compensated for the July 4<sup>th</sup> holiday, provided they work the weekday before and the weekday following the July 4<sup>th</sup> holiday.

### **III - Salary - J**

#### **J. COMPENSATION BEYOND REGULAR SCHOOL YEAR ON REGULAR ASSIGNMENT (EXTENDED CONTRACT)**

1. A teacher who is employed after school is recessed for the summer and before school commences in the fall, both relative to the school calendar as set forth in this Agreement at his/her regular assignment is compensated by prorating his/her contractual salary from the prior school year for each hour of such employment.
  - a. The teacher's regular assignment excludes any position listed on the Extra Duty Compensation Schedule.
2. Any work performed in the summer which is an extension of work performed during the school year, and which by its very nature, cannot be completed by the end of the school year will be compensated as outlined in paragraph 1 above. (Examples include but are not limited to: all work required by extended school year Individual Educational Programs (IEP), state or federally mandated reporting IEP evaluation which have been approved to extend beyond the regular school year, formal program analysis, scheduling, registration, learning coordinators, and staff who facilitate staff development inservices or act as in-house trainers.
3. Teachers who will be employed after school is recessed for the summer and before school commences in the fall to work with students with disabilities in vocational settings on site in the regular summer school session shall be paid extended contract.
4. In the event that a dispute arises relative to the correct rate of pay between Sections III-I and III-J for a given program, MTI and the District shall defer the decision to a permanent referee mutually selected by the parties.

### **III - Salary - K**

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

1. Learning Coordinator
  - a. A learning coordinator receives seven percent (7%) of the base salary of the teachers' salary schedule.
    - 1) Compensation for a learning coordinator who is required to work beyond the contract year is at the rate specified for curriculum work on summer schedules.

- 2) Learning coordinator shall teach an average of at least one day per month as part of their duties.

## 2. Department Chairperson

- a. The District shall have full authority in selecting department chairpersons; however, department members shall be accorded the opportunity to express their choice for department chairperson by secret, nonbinding ballots which shall be delivered to the school principal.
- b. A department chairperson receives seven percent (7%) of the base salary of the teachers' salary schedule.
  - 1) Compensation for a department chairperson who is required to work beyond the contract year is at the rate specified for curriculum work on summer schedules.
- c. When a department exceeds eight (8) full-time "teachers", the department chairperson will be provided one period of release time daily.
- d. Approved conference attendance is granted annually to each department chairperson.
  - 1) Two department chairpersons per high school per year shall be granted released time, with pay, for the purpose of conference attendance. Such shall be on a rotational basis within each school among the department chairpersons.
  - 2) Conference travel is limited to the continental United States.
  - 3) Travel requests must be approved by the Area Director.
  - 4) Expenses paid by the Board of Education include transportation, lodging, meals, and gratuities.

## 3. Program Support Teacher (PST)

- a. Said teachers shall be compensated at the rate of seven percent (7%) of the base salary per year in addition to their regular compensation per Section III-A of the Collective Bargaining Agreement. Program Support Teachers who work at their regular or comparable assignment beyond their regular contract year shall be compensated as per Section III-J of the Agreement.

## **III - Salary - L**

### **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.

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

2. Base rates change on the effective dates of salary schedule changes. A change in compensation will be calculated for such periods of employment as lie within such new base rate periods.

Previous experience in Madison in the activities covered in the schedule are calculated at full value and become effective immediately in establishing the teacher's placement.

Initiation of a request for advancement on the Professional Employment Schedule is made by the teacher concerned and verified by the building administrator and further checked against the experience record file in the Department of Human Resources.

3. Employment of teachers for supervision at athletic events, social activities and other school related functions is governed by the following:
  - a. All such employment shall be voluntary. No position shall require assignment of teachers.
  - b. Teachers assigned to a particular school who wish to volunteer for such employment as listed below, shall submit their names to their principal. The principal shall place these names on a list and make assignments from the list.
  - c. If there are fewer applicants than there are openings, teachers from other schools may be solicited to volunteer.
  - d. Teachers who volunteer for this employment shall be paid at the rate of \$9.50 per hour.

Athletic Events (high school)  
Supervisors

Football  
Basketball

Swimming and Gymnastics  
Wrestling  
Hockey

Ticket Sellers and Takers

Football  
Basketball  
Swimming and Gymnastics  
Hockey

Social Events not sponsored by the Recreation Department:

Supervisors and/or ticket sellers and takers in such numbers and for such periods as requested by the principal of the high school.

- e. Teachers who volunteer for employment in other needed positions - timers, scorers, scoreboard operators, announcers, field judges, line judges - shall be paid at the rate of \$9.50 per hour.
4. Placement on the Extra Duty Compensation Schedule is as follows:
- a. Experience in a scheduled activity in Madison is honored at the full credit for placement on the schedule.
  - b. Experience in a scheduled activity outside Madison is honored at half credit for placement on the schedule.
  - c. The principal places the teacher on the schedule.
    - 1) No later than May 10 of the current school year teachers employed in an extra duty position, under Section III-L, shall be notified by their principal if the teacher will not be reappointed to the position for the ensuing school year. In conjunction with any non-reappointment, the principal shall notify the teacher of the reasons therefore. However, any teacher who holds an extra-duty position in which the season/activity extends beyond May 10 such notice shall be made by their principal no later than fifteen (15) days beyond the conclusion of such extra duty activity/season. Any teacher willing to be relieved of such extra duty position shall notify the principal in writing by May 1.
    - 2) Qualified faculty members who apply for positions covered in Section III-L-12, will be given preference for such positions over other individuals who apply. When a vacancy occurs, the principal will send notice of the vacancy to each school. Said notice when sent will be posted for five (5) days prior to the date requests for

application for said position are due. Such notice shall be posted in a conspicuous place.

- 3) A teacher may be removed from an extra duty assignment during the term of the assignment for good cause.
  - d. Placement on the schedule is determined by the teacher's extra duty activity experience only.
  - e. Past experience as a noon lunch or playground supervisor has no credit for placement on the schedule.
  - f. Pursuant to past practice, base rates for newly added positions will include prior years' service in extra duty positions.
5. No more than one year of experience can be earned in any one contract year on the Extra Duty Compensation Schedule.
  6. If a teacher moves from one scheduled activity to another, the years of experience earned at the earlier position are given full credit in calculating the new position.
  7. A request for advancement on the Extra Duty Compensation Schedule is initiated by the teacher and verified by the building administrator.
  8. Intramurals are established on a three (3)- season basis; each period receives one-third (1/3) of the compensation designated although periods may vary in length.
    - a. Full employment for intramurals is defined as thirty-five (35) weeks. If an intramural activity is terminated before the season is completed, the teacher's compensation shall be calculated by multiplying the number of weeks worked during the period by one-thirty-fifth (1/35) of the yearly rate, but in no case shall the amount exceed one-third (1/3) of the yearly rate.
  9. Payment for extra duty is made in accordance with the following schedule:
    - a. Monthly
      - 1) Lunch duty and noon hour supervision
    - b. Three paydates: 1) one-third (1/3) payment on or before the 5th weekday of November; 2) one-third (1/3) payment on or before the 5th weekday of March and 3) one-third (1/3) payment on the last day of school.
      - 1) Athletic director
      - 2) Newspaper advisor

- 3) Yearbook advisor
- 4) Dramatics coach
- 5) H.S. Band director
- 6) Bookstore manager
- 7) H.S. Choir director
- 8) H.S. Orchestra director
- 9) H.S. Cheerleader advisor
- 10) Drama assistant (stage lighting and technical)
- 11) Pom Pon Advisor
- 12) Advisor: High School Literary Magazine

c. First monthly payroll in January

- 1) Debate coach
- 2) Two (□□ Elementary School Safety Patrol Coordinator
- 3) One-half (½) Club Advisor

d. Monthly payroll on the last day of the school year

- 1) Forensics coach
- 2) Two (□□ Elementary School Safety Patrol Coordinator
- 3) One-half (½) Club Advisor

e. Five (5) paydates as follows:

Athletic Activity

Payment Schedule

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>1. Positions for fall sports with seasons ending on or before 10/25.</li> <li>2. Positions for fall sports with seasons ending after 10/25.<br/>Athletic trainer</li> <li>3. Positions for winter sports with seasons ending on or before 2/25.</li> <li>4. Positions for winter sports with seasons ending after 2/25.<br/>Winter equipment Manager</li> <li>5. Positions for Spring Sports</li> </ul> | <ul style="list-style-type: none"> <li>1. On or before the 5th weekday of November.</li> <li>2. On or before the 15th weekday of November.</li> <li>3. On or before the 5th weekday of March.</li> <li>4. On or before 15th weekday of March.</li> <li>5. Last day of school.</li> </ul> |
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10. Extra Duty Compensation shall be itemized separately on checks or separate checks shall be issued for same (this governs Section III-L and III-M only).

11. Teachers who teach the language of the deaf to parents of the hearing impaired shall be paid at the rate of \$15.00 per hour with a guarantee of pay for three (3) hours per night for such employment with payments being made in accordance with subsection 10 above.

12.	<u>Activity</u>	<u>% of Base</u>
	Athletic Directors	18
Head Coach: Coach:	Football, Basketball Dramatics (3 3-act productions)	12
Head Coach:	Gymnastics, Hockey, Swimming	11
Head Coach: Advisor:	Track, Wrestling Newspaper (eight (8) to fourteen (14) issues) Yearbook	10
Head Coach:	Baseball, Softball, Cross Country, Soccer, Tennis, Volleyball, Golf	9
Head Coach: Coach: Assistant Coach: Assistant:	Freshman/Sophomore Basketball and Football Dramatics (Two 3-act productions), Junior Varsity Basketball and Football Football, Basketball, Swimming, Gymnastics, Hockey Drama (Stage, Lighting, Technical)	8
Head Advisor:	Pom Pon, Cheerleaders	8
Coach: Assistant Coach: Fall Equipment Manager Athletic Trainer:	Debate, Forensics Track, Wrestling Fall	7
Head Coach: Assistant Coach: Winter Sports Equipment Manager Athletic Trainer:	Freshman Wrestling, Track Volleyball, Baseball, Softball, Soccer, Golf, Tennis, Cross Country (when squad exceeds 35) Freshman Football Winter	

Director:	High School Band	
Strength Coaches:	Fall, Winter, Spring	6

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Head Coach:	Freshman Baseball, Track, Volleyball, Softball, Soccer, Golf, Tennis	
Assistant Coach:	Cheerleader Freshman Track (when squad exceeds 35)	
Athletic Trainer:	Spring	
Spring Equipment Manager		
Manager:	Bookstore	
Advisor:	High School Literary Magazine	
Asst. Advisor	Pom Pon	5

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Coach:	Freshman Cross Country, Dramatics (1 3-act production)	
Director:	High School Choir, High School Orchestra	
Director:	Musical (4% per play) (H.S. only)	
Intramurals – all levels (one period per week)		
Club* Advisor		4

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Coordinator:	Elementary School Safety Patrol Crossing Guard	3
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\* Club is defined as a school club consisting of at least five (5) pupils authorized by the building principal that meets at least one period per week. The following are the only clubs that will be compensated, provided they meet the criteria set forth above: Science Olympiad, Math Team Future Problem Solving, and Robotics Competition Team.

- A. Supervision during the noon lunch period; e.g. playground, lunchroom, and/or school-community recreation programs; and transportation supervision (except for teacher taking classes on field trips and/or extra duty events for which a teacher is paid on the above schedule and/or teachers who perform such duty as a part of the instructional process within the pupil-teacher contact time [Section V-K]), shall be compensated at the rate of \$9.10 per hour. Compensation shall be computed in one-half (1/2) hour lots. Such does not apply toward experience credit for base placement.
- B. Assistant Coaches assigned to any one of the above, but not so delineated, shall be paid seventy percent (70%) of the rate for the coaching of the activity in which he/she is assisting.
- C. The Athletic Director's hours of work shall be flexible based upon the needs of the school. Athletic Directors shall only be assigned athletic director responsibilities.



- D. Should the WIAA change the official length of the season for any sport covered by this schedule, and the District participates in that sport as sponsored by WIAA, then the above positions may be adjusted reflecting the length of the season for that sport relative to the length of the season for the other above activities. Such rate shall be negotiated.
- E. Should the District fill the position of Athletic Trainer for a given school, such individual shall be compensated at Base 3, Section III-L-1.
- F. Each elementary school which as of October 1, 1991 has a coordinator of elementary school crossing guards may have the equivalent of one Coordinator of Elementary School Crossing Guards per year - i.e., two or more may share the job, but the District shall 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.

**III - Salary - M**

### **M. DIPLOMA COMPLETION PROGRAM**

Teachers performing professional services as authorized by the appropriate administrator shall receive \$22.25 per hour with a minimum of three (3) hours per night.

**III - Salary - N**

### **N. TRAVEL REIMBURSEMENT**

- 1. Work-related travel by an employee, other than those whose assignment requires regular travel, must be approved in advance by the employee's administrative supervisor.
- 2. An employee assigned to more than one school per day shall be reimbursed at the rate recognized by the Internal Revenue Service (IRS) as nontaxable reimbursement business travel.
- 3. Trips longer than two hundred (200) miles will be reimbursed at the rate of lowest feasible commercial fare; however if an automobile is used the teacher shall be reimbursed at the rate noted above.
- 4. Travel reimbursement is authorized by the appropriate administrator on the basis of the employee's monthly travel report. Payment shall be made each month.
- 5. Teachers who experience parking charges, excluding fines for illegal parking, during the time when they are rendering professional services on behalf of the District, shall be reimbursed in full or same provided their administrator or supervisor has approved the reimbursement for same in advance. Reimbursement shall be made at the end of each semester.

6. Teachers utilizing their automobile in a manner by which they receive reimbursement pursuant to this Section shall file with the Director of Business Services proof of coverage relative to their automobile liability insurance.
7. Teachers who receive approval to attend out-of-district conferences for students will be reimbursed for travel (as per the IRS reimbursement provision referenced above), lodging and the District meal allowance.

**III - Salary - O**

**O. INVENTORY, MAINTENANCE, REPAIR**

Teachers may only be required to inventory capital items under their charge unless such teacher is approved for extended employment for the purpose of inventory of items other than capital items.

Teachers may be granted extended employment for the following purpose: 1) inventory of capital items not under their charge; and/or 2) the repair and/or maintenance of machinery, equipment or instruments related to the instructional program. The compensation of teachers employed as provided herein shall be as provided under Section III-I.

**III - Salary - P**

**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 Teachers	Speech and Language Therapists

- 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.
  - 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.
  - 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 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).

- b. Referral: Any teacher may act as the referent for an IEP evaluation. Teachers are encouraged to use the existing Building Consultation Team (BCT) 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.

- 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.
  - 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, the regular education teacher 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.

### **III - Salary - Q**

#### **Q. POST SCHOOL DAY COMPENSATION FOR PROFESSIONAL SERVICES**

Teachers who do not teach professional development courses as part of their regular duties, but who teach a professional development course that has been approved by the Joint MTI/MMSD Professional Advancement Credit Committee, will be paid pursuant to Section III-J Extended Contract for each hour of instruction, plus one (1) hour of preparation for each hour of instruction, if the course is taught after the teacher's normal work day or during the summer. In lieu of compensation, a teacher may elect to receive one (1) professional advancement credit for each ten (10) hours of in-class instructional time.

### **III - Salary - R**

#### **R. CLASS COVERING**

1. When it is desirable to have a teacher cover a class assignment to permit another scheduled teacher to be absent for one or two hours, arrangements may be made as follows:
  - a. If the teacher requests such temporary absence from assignment and the principal or supervisor agrees that it is desirable, it is the teacher's responsibility to arrange such staff coverage as may be necessitated as a result of the temporary absence with other teachers subject to the principal's or supervisor's agreement.
  - b. If the administration requests such temporary absence from assignment, the administration may arrange for such staff coverage as may be necessitated as a result of the temporary absence with no time loss to the teacher excused.

2. When it is desirable to have a teacher cover a class assignment in the event another teacher is absent, and the District is unable to obtain a substitute teacher, arrangements shall be made as follows:
  - a. The principal shall first solicit volunteers from those teachers available to cover the class in question.
  - b. If no teacher volunteers, the principal may assign a teacher to cover the class period.
3. When it is desirable to have a special education teacher cover special education student responsibilities during the special education teacher's regularly scheduled planning time due to the fact that the special education assistant (SEA) is absent, if no teacher volunteers, and the District is unable to obtain a substitute SEA, the principal may assign a special education teacher to cover the special education student responsibilities normally performed by the absent SEA. Special education teachers covering for an absent SEA in these circumstances shall be paid \$22 for each hour of lost planning time, in addition to the teacher's regular salary.
4. Teachers substituting pursuant to paragraph (1) or (2) or (3) shall be paid \$22 for each hour of such service. No additional compensation, except for the teacher's regular salary, shall be claimed by or on behalf of any teacher receiving compensation pursuant to this provision.

**IV - Factors Relating to Employment - A  
(Individual Contract)**

**A. NOTICE OF BOARD AGENDAS/NEW HIRES**

1. The Madison Metropolitan School District shall send on a timely basis, prior to the meeting, to the Executive Director of MTI copies of the Board minutes and Board agendas, with Human Resources transactions attached, for each School Board meeting held in open session by placing them in the MTI mail box located in the Central Administration Office.
2. The District shall send to MTI, on or before October 1 of each school year, an alphabetical list of all members of the teacher collective bargaining unit noting each individual's work location, assignment and percentage of contract. Said notice shall be updated by the District on or before the first of each month and forwarded to MTI on a timely basis.

**IV - Individual Contract - B**

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

1. Temporary Vacancies
  - a. Temporary vacancies of a semester or less.

The employer may fill a vacancy, created by either (1) an employee temporarily vacating his/her position for a semester or less or (2) the creation of a temporary position which is expected to exist for a semester or less, with a substitute.

b. Temporary vacancies of more than a semester including a full school year.

If the employer determines to fill a vacancy created either: (1) by an employee temporarily vacating his/her position for a period of more than one semester including a full school year but not more than one school year; or (2) the creation of a temporary position which is expected to exist for more than one semester including a full school year, but not more than one school year, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures (Sec. IV-O) have been exhausted, do so with a teacher under temporary contract.

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. 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.



d. Temporary vacancies of more than one school year.

- 1) If the employer determines to fill a vacancy created by an employee temporarily vacating his/her position for a period of more than one school year, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures (Sec. IV-O) have been exhausted, do so with a teacher employed under a regular teacher contract.
- 2) This subsection shall not be applicable, however, in situations in which the temporary vacancy of more than one school year is created as a result of an employee who is granted a medical or maternity leave of absence for less than one semester and later extends a non-medical leave into the following school year - e.g., an employee commences a pregnancy leave during second semester and extends a child rearing leave into the next school year. In this case, if the District determines to fill the position for the full school year, the District shall do so with a teacher under temporary contract. If the teacher on leave does not return from leave after the full school year, the position shall be filled pursuant to Section IV-B-1-d-1. The partial previous semester may be filled with a substitute teacher pursuant to Section IV-B-1-a.

2. Permanent Vacancies

a. Permanent vacancies of less than one semester.

If the employer determines to fill a permanent vacancy of less than one semester created by the resignation, dismissal, death, a new allocation or other permanent action of a contracted employee, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures (Sec. IV-O) have been exhausted, do so with a teacher under temporary contract.

b. Permanent vacancies of one semester or more.

If the employer determines to fill a permanent vacancy of one semester or more created by the resignation, dismissal, death, or other permanent action of a contracted employee, it shall, provided that such position remains vacant after the surplus reassignment and recall procedures (Sec. IV-O) have been exhausted, do so with a teacher employed under a regular contract.

- 1) Teachers hired to work in permanent vacancies of one semester or more pursuant to Section IV-B-2 may be employed under temporary contract provided that:
  - a) The teacher to be employed under the temporary contract holds a valid one-year Department of Public Instruction (DPI) license classified as a Special License and Permit (emergency license), and

- b) The District, within three (3) work days of the referenced hiring notifies the Executive Director of MTI of the hiring.
  - 2) Teachers hired who possess a "Minor Deficiencies License" or a "One-Year License" (license renewal deficiency), issued by the DPI, shall be employed under regular contact with all rights, privileges, and benefits thereto appertaining.
3. 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.

4. The Director of Department of Human Resources shall forward to Madison Teachers Inc., on a timely basis, a list of names of those teachers granted one year temporary contracts.

#### **IV - Individual Contract - C**

### **C. NONDISCRIMINATION**

The nationality, race, color, creed, sex, age, or handicap shall neither restrict nor prevent the employment of an applicant by the Board of Education.

#### **IV - Individual Contract - D**

### **D. PHYSICAL EXAMINATION**

The Board of Education shall pay in full for employment physical examinations, X-rays and tuberculin tests required of teachers at the time of hiring, as provided in Section 118.25 Wis. Stats. Such examinations and services shall be administered by the clinics or health providers with whom the District has a financial agreement.

#### **IV - Individual Contract - E**

### **E. ASSIGNMENT, REASSIGNMENT AND INVOLUNTARY TRANSFER**

1. A teacher beginning employment in the Madison Metropolitan School District shall be given a preliminary notification of building and/or position assignment upon employment.
2. The Department of Human Resources shall confirm the beginning teacher's assignment and shall notify the teacher of the same in writing by August 1. (Where deviation is necessary, it shall be as per No. 3 below.)

3. There may be a number of beginning teachers each year who will be assigned to a teaching pool. These teachers shall be accorded the wages, hours and conditions of employment to which they would be entitled under the Collective Bargaining Agreement then in force if they had been assigned to a teaching position during the time they are assigned to such teaching pool.
4. The contract for continuing teachers shall have the location of the teaching position they are being offered when it is issued on March 15. This assignment is contingent upon the school population and instructional program remaining substantially unchanged. Additionally, when practical, to provide greater preparation time designed to accommodate the individual needs of the pupil, teachers will be advised as to the pupils assigned to their classes by June 1 of the preceding school year.
5. The Superintendent may, within the first twenty-five (25) school days of the then current semester, unilaterally transfer a teacher because of substantial change in the school's enrollment or substantial program change. Transfers made for any other reason shall be made only for just cause (the best interest of the District shall constitute just cause for such a transfer). Prior to transfers being made within the first twenty-five (25) school days as set forth herein, volunteers shall first be solicited. If the employee volunteering does not meet the percentage of contract necessary for reduction from the grade level (i.e., unit, grade or grade combination e.g.: 1-2) and/or Department or subject (whichever is appropriate) from which the transfer must be made, the District shall transfer the least senior teacher (per Section IV-O-1) in the grade level (i.e., unit, grade or grade combination e.g.: 1-2) and/or Department or subject (whichever is appropriate) from which the transfer must be made. Any teacher so transferred shall, when reasonably possible, be provided five school day's notice of the transfer unless the teacher waives the notice, or a portion thereof, in writing, and shall be afforded at least two (2) school days in the school to which he/she is transferred to prepare lesson plans prior to assuming the new assignment. The Superintendent or his/her designee shall advise the Executive Director of MTI of such transfers and the reasons therefore when the transfer is made.
6. School Nurses: The location assignment (not hours) of School Nurses will be done in accordance with pupil demographics at the applicable work site(s) and the proximity of the work site(s), unless said assignment is revised pursuant to Section IV-E, F or O.
7. Cluster Assignment. Occupational Therapists, Physical Therapists and Therapy Assistants will be assigned by cluster. Transfer will be in accordance with the terms and conditions of the Collective Bargaining Agreement. A cluster is defined as the schools in each of the high school attendance areas.
  - a. Those assigned to a cluster will be assigned as a team. A team is hereby defined as an Occupational Therapist, a Physical Therapist, and at least one Therapy Assistant except where the Occupational Therapist, Physical Therapist and Coordinator mutually agree a Therapy Assistant is not necessary. A team, when feasible, will only be assigned to one cluster.

- 1) No team will be responsible for pupils in more than four sites, without the written agreement of the Executive Director of MTI. Each team member will be assigned to a work base, with said position and work location(s) set forth on the staff assignment roster which will be distributed to all therapy staff, with a copy to the Executive Director of MTI.
- 2) When assigning sites and caseloads to therapists and therapy teams, the following standards should be met:
  - a) Whenever feasible a full-time therapist will have no more than forty (40) students on his/her caseload. The caseload of part-time therapists will be prorated.
  - b) The number of sites assigned per team will not exceed four sites for a full-time team and three sites for a half-time team. The number of sites assigned to each team shall be established by the Coordinator of Occupational Therapists and Physical Therapists in consultation with therapy staff with consideration given to the following factors:
    - (1) complexity of students;
    - (2) number of students; and
    - (3) travel time between the therapy sites.
  - c) Any team may be assigned IEP evaluations for students in private or parochial schools.
  - d) The Administrator assigned to coordinate Occupational Therapy and Physical Therapy will determine the work assignment for each cluster in consultation with therapy staff.
- b. There will be no less than three individuals assigned to each cluster team, with proportionate assignment from each therapy area designated in (a) above, unless caseload discrepancies are greater than five (5) (from the number referenced in 2.a. above), where any position is less than full-time (i.e., if Physical Therapist is full-time and a person is assigned to two areas, then another person will be assigned to the cluster to complete the 1.0 allocation).
- c. Any reassignment or involuntary transfer will be of the individual, in the cluster, who is the least senior in each discipline (OT, PT or TA).
8. a. Speech and language clinicians will, unless transferred in accordance with the terms and conditions of the Collective Bargaining Agreement, be assigned to a "cluster" consisting of the high school attendance area.
  - 1) Within a cluster, no clinician will be responsible for pupils in more than two buildings and no more than two clinicians will be assigned to a building; unless the allocation of

speech and language clinicians per building in the cluster is greater than 2.0, or where there exists a language impaired class in the building.

- 2) For those assigned to the cluster, declaration of surplus, or involuntary transfer will be in accordance with the terms of the Collective Bargaining Agreement with the least senior speech and language clinician within the cluster being the first so designated.
- b. Vacancies of less than one-half (.5) time will not be posted unless there is insufficient staff allocated to the cluster to fill the vacancy. If additional staff is needed, vacancies will be posted and filled pursuant to the Collective Bargaining Agreement.
- c. The clinicians within the cluster will design a plan for delivery of service. Said clinicians, however, may request the District to design a plan for the cluster which, thereafter, will be presented to the clinicians for modification and/or acceptance. The District retains the right to veto any plan unilaterally developed by the clinicians. If such a plan is vetoed, the District will provide the rationale in writing, on or before August 1, to the clinicians within the cluster.

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

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

1. Voluntary Transfer Where Vacancies Exist
  - a. Vacant positions shall whenever practical be filled by the voluntary transfer of "teachers", except involuntary transfers made pursuant to Section IV-E.
  - b. Minimum qualifications shall be established by the "Employer" and equally applied to all persons. Posted positions will be filled on the basis of qualifications as determined by the Employer. When same are relatively equal between "teachers", the senior teacher making the transfer request for the position shall be transferred.
  - c. A teacher wishing to transfer applies to the principal of the building in which the vacancy exists, or to such other person indicated on the notice. Upon request of said principal or other appropriate individual, such transfer shall be made provided said teacher has greater seniority than the teacher in the surplus pool (IV-O) who is qualified for the same position for which the above mentioned teacher has applied. When granting such transfer request causes the District to have an insufficient number of vacancies to which to assign staff who are in surplus, the District may deny a teacher's request to transfer.
  - d. The teacher shall also file a statement with the Director of Department of Human Resources requesting such transfer. The Director will, upon receipt of a principal or other appropriate individual request, process the transfer. This will occur so long as the instructional requirements of the school(s) are not disrupted. The Director of Department of Human Resources will notify the teacher of the decision.

- e. If any posted vacancy does not materialize due to a substantial change in the school's population or program, the transfer may not be implemented.
- f. This provision does not apply to temporary contracted teachers.

## 2. Vacancy Posting

- a. A building principal shall immediately notify the Director of Department of Human Resources upon learning of a potential vacancy.
- b. A vacancy notice will be promptly posted when a vacancy occurs, either as a result of termination, resignation, retirement, transfer (voluntary or involuntary), or the creation of a new position, and the employer intends to fill such position. Said notice of vacancy, which shall be posted for four (4) working days will advise of the date requests for transfers are due, and to whom application for transfer is to be made. However, vacant positions which the employer intends to fill by an involuntary transfer pursuant to Section IV-E need not be posted. Notice of the latter will be timely sent by the Director of Human Resources to the Executive Director of MTI.
- c. Vacancy notices shall be posted in the office and faculty lounge(s) of each school immediately upon their receipt.
- d. Vacancies occurring during the two weeks prior to the first week of school and during the first two weeks of school will not be posted. Teachers shall not be permitted to voluntarily transfer during this four-week period.
- e. Notice of vacancies occurring during the summer shall be sent, by the Director of Department of Human Resources, to all individuals in the collective bargaining unit who have previously notified the Director of Department of Human Resources in writing of their desire to transfer for the ensuing school year. Such notices shall be mailed at least four (4) days prior to the date requests for such transfers are due.
- f. Notices shall contain the location of the position(s), the date transfer requests are due and to whom the request for transfer shall be directed and any other pertinent data, including, but not limited to, minimum qualifications for the position.
- g. An updated list of vacancies may be examined by teachers at any time in the Office of the Department of Human Resources.
- h. Should a job become vacant which the employer does not intend to fill, the employer shall notify MTI that the position is being eliminated.
- i. At such time as a selection is made to fill the vacancy, the Director of Human Resources shall cause timely written notification of same to be sent to all candidates for the position.

A grievance regarding the timeliness of notice may not proceed beyond Step 3 of the grievance procedure.

3. All factors being equal, the Madison staff members should be given preference for positions for which they have applied.
4. School Closing

In the event of a school building being closed all teachers assigned to the school shall move to other positions pursuant to the terms set forth for the reassignment of "surplus" teachers, Section IV-O.

## **IV – Individual Contract - G**

### **G. PROBATIONARY PERIOD**

1. A teacher employed under regular contract will serve a three (3) year probationary period. Service under a temporary contract does not satisfy the probationary period.

At the conclusion of the probationary period, if the teacher's service is satisfactory, the teacher will have completed probationary status and will be awarded a regular annual contract. Such teachers will then hold nonprobationary status.

- 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.
  - c. The probationary period for a teacher employed under a contract of two-tenths (.2) to four-tenths (.4) at any time prior to completion of their probationary period shall end on the last day of the school year following accumulation of a total of three years of service.
2. A teacher who leaves District employment for three (3) school years or more, and is re-employed by the District as a teacher, must again serve the above-referenced three-year probationary period. A teacher who leaves District employment for less than three (3) years, and is re-employed by the District as a teacher, must serve a one (1) year probationary period.
  3. A probationary teacher, who has been identified by his/her administrator as having a performance problem(s), may be denied requests for voluntary transfer during probation. A

description of any performance problem will be reduced to writing by the administration and furnished, on a timely basis, to the teacher and the Executive Director of MTI.

#### **IV - Individual Contract - H**

##### **H. TEACHER EVALUATION**

1. A staff member's effectiveness as a professional employee shall be evaluated by a District administrator and/or his/her designee. The District and MTI shall mutually agree to the identity of the evaluator if the evaluator is not a District administrator. Bargaining unit members will not evaluate fellow bargaining unit members.
2. Any written response by the teacher shall be made a part of the original evaluation report and shall remain in the teacher's evaluation file in the Department of Human Resources. Staff members will be requested to sign the evaluation as completed by the administrator and they may retain a copy for their records. The teacher's signature does not indicate approval, but merely that it has been reviewed as set forth above. The administrator and the staff member shall jointly review the evaluation.
3. Evaluation Timetable:
  - a. Probationary Teachers on a contract of more than four-tenths (.4) shall be evaluated each contract year at least twice; on or before December 15 and on or before February 15. Teachers who are on a contract of two-tenths (.2) to four-tenths (.4) shall be evaluated one (1) time each year on or before February 15. During the school year in which an issue of a probationary teacher's continuing employment status is raised by the consideration of the commencement of nonrenewal proceedings pursuant to Section IV-I an additional final evaluation shall be completed on or before the last day in February.
  - b. Nonprobationary Teachers shall be evaluated by May 15 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.
  - c. The evaluator(s) may file, and the teacher may request, a special evaluation at a time other than the specified times for evaluations.
4. All assessments and evaluations become part of the staff member's permanent file in the Department of Human Resources.
5. In completing the evaluations referenced above, the evaluator shall make:
  - a. An analysis of points of strength and weakness, with specific examples;



- b. Definite suggestions for ways in which improvements may be made, if such be necessary; and
  - c. A statement of what has been done by the teacher and the evaluator to strengthen classroom instructions.
6. The criteria which are to be used in measuring a teacher's performance are:
- a. All teacher collective bargaining unit members except those referenced in Section IV-H-6-b & c: professional knowledge, professional interest, assignments to pupils, instructional preparation, rapport with and control of pupils, techniques of teaching.
  - b. Social Workers, Nurses, Guidance Counselors, Occupational Therapists, Program Support Teachers, and Physical Therapists, Psychologists: professional knowledge/development; assessment/evaluation effectiveness; intervention/consultation effectiveness; organization and management; and communication skills.
  - c. Speech and Language Clinicians: professional knowledge and development; assessment and evaluation effectiveness; consultation effectiveness; scheduling/time management; effectiveness of program therapy; and communication skills.
  - d. Library Media Personnel: Professional Knowledge/Growth/Interest; Assistance to, Rapport with, and Control of Students; Assistance to and Rapport with Staff; Techniques/Strategies for Teaching; Library Media Materials Collection, Development and Management; Library Media Technology Development and Management; Library Media Staff Management; and Effective Management of Total Library Media Program. In schools with Department Chairpersons, only the Department Chair shall be evaluated on Effective Management of the Total Library Media Program.
  - e. Brailist, Hearing Impaired Interpreter, Therapy Assistant: Job Competence; Motivation; Reliability; and Interpersonal Skills.
7. If any changes are made to the evaluation form(s), such shall be provided on a timely basis, to the Executive Director of MTI.
8. Should there be an evaluation of teachers holding temporary contract, the time designation in Section IV-H-3 does not apply.

## **IV - Individual Contract - I**

### **I. PROCEDURE FOR CONSIDERING THE NONRENEWAL OF THE CONTRACT OF A PROBATIONARY TEACHER**

1. The District shall counsel teachers concerning the proper discharge of the assigned duties of the probationary teacher.
2. A probationary teacher on a contract of more than four-tenths (.4)'s performance shall be evaluated on or before December 15 of each contract year during the probationary period. Teachers will be requested to sign the evaluation. The teacher shall retain a copy of the evaluation. If nonrenewal is recommended by the evaluator on the evaluation form, MTI shall be notified of the recommendation.
3. The second evaluation of a probationary teacher on a contract of more than four-tenths (.4) should be completed on or before February 15 and shall include a recommendation for renewal or nonrenewal of the teacher's contract. Teachers will be requested to sign the evaluation. The teacher shall retain a copy of the evaluation. This evaluation shall be the final evaluation for the school year unless the evaluator has recommended nonrenewal. If the evaluator recommends nonrenewal on this evaluation form, MTI shall be notified of this recommendation. If this evaluation does not contain a recommendation for nonrenewal, the teacher's contract shall be renewed for the ensuing year.
4. The evaluation of a probationary teacher on a contract of two-tenths (.2) to four-tenths (.4) should be completed on or before February 15 and shall include a recommendation for renewal or nonrenewal of the teacher's contract. Teachers will be requested to sign the evaluation. The teacher shall retain a copy of the evaluation. This evaluation shall be the final evaluation for the school year unless the evaluator has recommended nonrenewal. If the evaluator recommends nonrenewal on this evaluation form, MTI shall be notified of this recommendation. If this evaluation does not contain a recommendation for nonrenewal, the teacher's contract shall be renewed for the ensuing year.
5. Before March 1, the Board of Education or its designee shall inform the probationary teacher in writing that the Board of Education is considering nonrenewal of the teacher's contract. A copy of the notice shall be sent to Madison Teachers, unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board of Education.
6. A probationary teacher may, upon request, have a private conference with the Board of Education after the teacher receives notice that the Board is considering nonrenewal of the teacher's contract if the teacher files a written request with the Board of Education within five (5) days after receiving this notice.

7. This provision does not apply to temporary contract teachers. MTI and the Board, under authority of Section 118.22(4) Stats., agree that temporary contracts are for a limited term and that the non-renewal process under 118.22 Stats. does not apply to such contracts. An exception to the latter sentence are those individuals who are filling permanent vacancies but who hold temporary contracts pursuant to Section IV-B-3.
8. All evaluations in this section shall detail with specificity the concern of the District and points of weaknesses of the teacher. Said evaluation shall also provide specific recommendation to the teacher for correcting the alleged deficiencies and inform the teacher of the assistance and counseling that is available for the teacher to improve his/her performance.

#### **IV - Individual Contract - J**

##### **J. NONRENEWAL OF NONPROBATIONARY TEACHER**

1. No non-probationary teacher holding a regular annual contract may be nonrenewed except for just cause.
2. It is the duty of the District to counsel teachers concerning the proper performance of the assigned duties of the teacher.
3. Prior to the recommendation for nonrenewal of a nonprobationary teacher, and no later than the last day in February of the then current school year, the District shall provide said teacher and the Executive Director of Madison Teachers with a written explanation of the specific alleged deficiencies of the teacher. Said explanation shall include an analysis of points of weakness with specific examples, recommendations for overcoming the alleged deficiencies, specification of the available assistance, and a reasonable period of time for correction.
4. Before March 1, the Board of Education or its designee shall inform the teacher in writing if the Board of Education is considering nonrenewal of the teacher's contract. The notice shall outline the rationale upon which the consideration is based and indicate that the teacher may have a private conference with the Board of Education if a written request is filed with the Board within five (5) days of receiving the notice of consideration for nonrenewal. A copy of the notice shall be forwarded to the Executive Director of Madison Teachers unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board of Education.
5. On or before March 15 of the school year for which the teacher holds a contract, the Board of Education shall give the teacher written notice of renewal or refusal to renew the teacher's contract for the ensuing year.
6. Madison Teachers on behalf of the teacher may appeal an adverse decision by the Board of Education to arbitration. Said call for arbitration must be made within fifteen (15) days after receipt of notice of the decision of the Board.

7. The issue to be determined by the arbitrator shall be whether the provisions of this section have been violated. If the arbitrator determines the actions of the Board violated the provisions of the section, he/she shall, in addition to his/her determination of the issue, grant appropriate relief.
8. Nothing herein is intended to prevent the Board of Education from granting an individual teacher his/her right to due process with respect to his/her nonrenewal. If such be the case, the Board of Education shall notify Madison Teachers, in writing, in order that Madison Teachers may, as the bargaining representative, exercise its right to be present at the proceedings.
9. This provision does not apply to temporary contract teachers. MTI and the Board, under authority of Section 118.22(4) Stats., agree that temporary contracts are for a limited term and that the non-renewal process under 118.22 Stats. does not apply to such contracts.

#### **IV - Individual Contract - K**

##### **K. RESIGNATION**

1. The resignation of an employee should be made in writing to the Director of Human Resources for presentation to the Board of Education as early as possible. The sum referenced below is a reasonable estimate of the actual damages caused by late resignation, and shall be accordingly assessed to the employee:
  - a. Resignation after the last day of the school year, \$200.
  - b. Resignation after July 1, \$250.
  - c. Resignation after August 1 through the subsequent school year, \$300.
  - d. Any teacher who resigns without providing at least 30 days written notice prior to the next scheduled day of work (including paid voluntary attendance days) shall be assessed an additional \$100.
2. The liquidated damages will be deducted from the employee's last paycheck(s).

## **IV - Individual Contract - L**

### **L. ADMINISTRATIVE LEAVE WITH PAY**

1. The Superintendent of Schools, or the designated Acting superintendent in his/her absence, may place a teacher on leave with pay, if and when, in the judgment of the Superintendent, or the designated Acting Superintendent in his/her absence, a grave condition or situation warrants such emergency action. Notice of the leave with pay and the alleged reasons therefore, shall be delivered in writing by the District to the teacher at the time the leave with pay commences. A copy shall be sent, by the District, to the Executive Director of Madison Teachers immediately thereafter.
2. If a teacher has any reason to believe that he/she may be placed on leave with pay under this section, or if the District agent has any reason to believe that the teacher may be placed on leave with pay, the teacher shall be entitled to representation by MTI, during any discussion, investigatory conference, meeting or interview with the District, or its representatives, in which the above-referenced condition or situation is a subject. Information obtained by the District from any discussion, investigatory conference, meeting or interview with the teacher in which the above-referenced condition or situation is a subject and which the District has any reason to believe involves the teacher, during which the teacher did not have representation by MTI, shall not be used against said teacher in any disciplinary action or proceeding, unless said teacher knowingly waived his/her right to such representation.
3. If the Superintendent elects not to issue formal charges, within thirty (30) school days, the teacher shall be returned to his/her position. Such time limit may be extended by mutual agreement between MTI and the District. Any such extension shall be placed in writing and signed by both parties. If no charges are issued, the personnel records of the teacher and all District records shall be expunged of any and all reference to the leave with pay.
4. Should the Superintendent issue written charges such shall be provided to the teacher within the above-referenced timeline, or any agreed upon extension. A copy of same shall be sent, by the District, immediately thereafter, to the Executive Director of Madison Teachers, unless the teacher requests in writing that such action not be taken. Should the teacher elect not to notify Madison Teachers, a copy of said request shall be sent immediately by the District, to the Executive Director of Madison Teachers. Following the filing of charges, the Superintendent may impose discipline pursuant to Section IV-M. Should written charges be issued, by the Superintendent, which include a recommendation for dismissal, the teacher shall have the right to request a hearing before the Board of Education pursuant to the terms of Section IV-N of this Agreement. The teacher shall remain on leave with pay until the Board has rendered its decision.

## **IV - Individual Contract - M**

### **M. DISCIPLINE**

1. No teacher shall be disciplined (except as provided for in 1-a-1 below), without just cause. If just cause exists:
  - a. The District may impose a verbal or written reprimand on a non-probationary teacher.
    1. A verbal or written warning shall not constitute discipline. A verbal or written reprimand shall not be issued to a probationary teacher for reasons that are arbitrary or capricious.
  - b. The Superintendent, or the Acting Superintendent in his/her absence, may suspend the teacher for a period of up to five (5) days without pay.
  - c. The Superintendent, or the Acting Superintendent in his/her absence, may recommend to the Board of Education that the teacher be suspended without pay, for more than five (5) days.
  - d. The Superintendent, or the Acting Superintendent in his/her absence, may recommend to the Board of Education that the teacher be dismissed pursuant to Section IV-N of this Agreement.
2. A copy of these charges shall be sent to the Executive Director of Madison Teachers, unless the teacher requests in writing that such action not be taken. Should the teacher choose not to notify Madison Teachers, a copy of his/her request will be sent to the Executive Director of Madison Teachers.
3. Madison Teachers may appeal, on behalf of the teacher, actions referenced above to arbitration, via the Grievance Procedure. A copy of the issue to be arbitrated shall be filed by MTI with the District Director of Labor Relations, with the call for arbitration. Said call for arbitration must be made within twenty (20) days after receipt of notice of the action.

#### **IV - Individual Contract - N**

##### **N. DISMISSAL OF TEACHER DURING CONTRACT YEAR**

1. No teacher holding a regular annual contract may be dismissed, except for just cause.
2. If a teacher is recommended, by his/her principal and/or supervisor, for discharge or dismissal prior to the end of the contract year, the teacher shall immediately be notified, in writing, of this action. A copy of the notice shall be forwarded to the Executive Director of Madison Teachers, unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent, on a timely basis, to the Executive Director of Madison Teachers by an agent of the Board of Education.
3. The Superintendent shall investigate the recommendation and either quash the recommendation or prepare written charges. Said charges, including the reason for the recommendation, will be

provided to the teacher with a copy sent, on a timely basis, by the District, to the Executive Director of Madison Teachers, unless the teacher requests in writing that such action not be taken. Should the teacher elect not to notify Madison Teachers, a copy of said request shall be sent by the District, on a timely basis, to the Executive Director of Madison Teachers.

4. The teacher shall have the right to request a hearing before the Board of Education. The request for hearing shall be filed no later than ten (10) days following receipt of charges from the District. The matter shall then be heard by the Board of Education within twenty-one (21) days of the teacher's request for hearing. This time requirement may be extended in writing by mutual agreement between the parties.
5. The teacher shall have the right to be represented by Madison Teachers or by private counsel, to confront and cross-examine all witnesses against him/her and the right to present witnesses and evidence in his/her own behalf at the hearing. Madison Teachers may attend as a party to the proceedings on their own volition.
6. The hearing before the Board of Education shall be closed unless a request for an open hearing is made by the teacher. The Board of Education, may, after the hearing, reinstate the staff member or quash the charges against the staff member or for just cause, either immediately dismiss, discipline, transfer, reprimand, or suspend the staff member without pay. Action by the Board of Education and/or Superintendent does not limit their liability as may be determined by a court of law.
7. Madison Teachers may appeal, on behalf of the teacher, the above-referenced actions by the Board of Education to arbitration, on the same terms as provided in the Grievance Procedure. A copy of the issue to be arbitrated shall be filed by MTI with the District Director of Labor Relations, with the call for arbitration. Said call for arbitration must be made within twenty (20) days after receipt of notice of the action by the Board of Education.
8. The issue to be determined by the arbitrator shall be whether the provisions of this section have been violated. If the arbitrator determines the actions of the Board violated the provisions of the section, he/she may, in addition to his/her determination of the issue, grant appropriate relief.

#### **IV - Individual Contract - O**

##### **O. REDUCTION IN STAFF**

1. Seniority
  - a. Regular Contract Teacher

- 1) Seniority except as noted below, within the Madison Metropolitan School District is established by the total years of continuous service as a teacher in the District under regular contract with such calculation commencing with the first day for which compensation was paid to the teacher by the District followed by continuous service. An approved leave of absence, for up to two (2) years, shall not constitute a break in seniority.

A layoff for up to three (3) years shall not constitute a break in seniority. When a teacher notifies the District, pursuant to Section IV-O-4-e that he/she wishes to remain on the recall list and is thereafter recalled, he/she shall retain his/her original seniority date.

- 2) For teachers employed prior to 5/24/77, seniority shall be established by the total years of continuous service as a teacher in the District with such calculation commencing as of the first (1st) day taught followed by continuous service. An approved leave of absence, for up to two (2) years, shall not constitute a break in seniority. A layoff for up to three (3) years shall not constitute a break in seniority.
- 3) For teachers employed prior to 8/1/76, seniority shall be established as of the first (1st) day taught while employed by the District. A teacher, who was initially employed prior to 8/1/76 and who resigned his/her employment with the District, but who is subsequently reemployed after 10/16/78, shall have his/her seniority commence with the first day for which compensation was paid to said teacher by the District followed by continuous service. An approved leave of absence, for up to two (2) years, shall not constitute a break in seniority. A layoff for up to three (3) years shall not constitute a break in seniority. If a teacher is reemployed before 10/16/78 his/her seniority shall be established as of the first (1st) day taught while employed by the District.

b. Temporary contract teachers

Teachers who are newly employed after August 23, 1977 under temporary contract and who subsequently are employed for the school semester immediately following the temporary contract period, under either regular contract, shall have their seniority date established commencing the first day compensated under temporary contract. Teachers who were employed during the 1976-77 school year under temporary contract and who were subsequently employed under temporary contract for the first semester of the 1977-78 school year will be considered new employees per the above (IV-O-1-b).

- c. No teacher shall receive credit toward his/her seniority based on temporary contract employment except as per IV-O-1-b.
- d. Seniority for school nurses shall be established as of the first day worked while employed by the District, followed by continuous service. An approved leave of absence for up to two (2) years shall not constitute a break in seniority. A layoff for up to three (3) years



shall not constitute a break in seniority. The seniority date for any school nurse who was previously employed as a nurse by the City of Madison and was assigned to work within the Madison Metropolitan School District shall have his/her seniority established within the District as the first day worked for the City, with all other criteria contained in subsection IV-O-1(d) above applicable.

2. Assignment to Surplus Pool.

a. A "surplus teacher" is defined as any teacher presently teaching on a regular full time or regular part time contract who has been declared by their principal to be above staff requirements. Surplus declarations shall be made on the following basis:

1) Elementary and Middle Schools

Teachers shall be declared surplus in the inverse order of seniority, as defined above, except where the instructional requirements of the school are disrupted. It is understood that in making the necessary adjustment in assignments within a school after declarations of surplus that prior experience, certification, seniority and qualifications of the remaining school staff will be duly considered.

2) High Schools

Teachers, within a department, shall be declared surplus based upon inverse seniority, as defined above, and certification.

3) Tie in Seniority

When it becomes necessary for a teacher to be declared surplus and those eligible for such declaration have equal seniority, teachers shall be selected for surplus by a random drawing of numbers via a procedure mutually agreed upon between MTI and the District.

b. When it becomes necessary to declare a teacher(s) surplus, volunteers shall first be requested. If no volunteers are available or if there is an insufficient number of volunteers, then the principal shall declare teacher(s) to be Surplus Teachers in the manner as set forth above. Should a person volunteering to be surplus result in the remaining teachers being uncertified to teach the remaining assignments or in a partial reduction in assignment, the principal shall not be bound to accept the volunteer as surplus.

c. Declarations of surplus must be made by July 1 for the ensuing school year or the fall semester of the ensuing school year and by December 1 for the spring semester of the school year.

d. Any teacher(s) declared surplus under the provisions herein shall be provided written notice of same by the date set forth in (c) above. Notice(s) shall also be sent, on a timely

basis, to the Executive Director of Madison Teachers by the Director of Department of Human Resources regarding such declaration of surplus.

### 3. Reassignment From Surplus Pool

A teacher who has been declared surplus for an ensuing school year will be reinstated, at his/her option, if the allocation is reinstated at least ten (10) week days (Monday-Friday) prior to All Staff Day.

Unless filled by the above-referenced provision, reinstated positions will result in the position being considered a vacancy and subject to all terms and conditions of the Collective Bargaining Agreement.

Teachers who have been declared surplus shall be permitted to declare their preference(s) for reassignment to position(s) for which they are certificated by listing same with as much specificity as the teacher desires, i.e., instructional level, attendance area, school, grade or grade combination, subject area. The District shall make every reasonable effort to assign surplus teachers to vacant positions in accordance with their preference(s) on or before thirty (30) days prior to the first day of compensation for the school year/December 15 (for the second semester), provided, of course, such vacancies become available.

The District shall not be obligated, however, to make reassignments in accordance with such preference(s) after thirty (30) days prior to the first day of compensation for the school year or December 15 for the second semester, or under the following circumstances.

- a. Where a part-time teacher prefers reassignment to a full-time position, and where the honoring of such preference for reassignment would cause the District the inability to assign the remaining full-time surplus teachers due to a lack of available full-time vacancies, or the inability to assign the remaining part-time surplus teachers to available part-time vacancies.
- b. Where a teacher has been declared surplus in a given subject area, but prefers reassignment to another subject area for which that teacher also happens to be certified, and where the honoring of such preference for reassignment would cause the District the inability to assign the remaining surplus teachers to available vacancies due to their certifications.

Preference(s) for said reassignment shall be based upon seniority in the Madison Metropolitan School District among those surplus teachers with prior experience in the grade level and/or department and/or program in the available vacancy. Should the teacher have no preference(s) among the available vacancies, said teacher may be reassigned in accordance with Section IV-E (Involuntary Transfer) to any position for which they are certificated. Full-time teachers shall not be reassigned to positions which are less than full time. For teachers holding part-time contracts, every reasonable effort shall be made to reassign them to positions of at least the same percentage of contract currently held.

Teachers from the surplus pool who get reassigned to positions which were formerly held by teachers on sabbatical leave or medical leaves of absence, shall be returned to the surplus pool for reassignment pursuant to the procedure set forth herein, upon return of the teacher from leave to his/her former position.

Teachers shall have the right to refuse assignment from the surplus pool to Shabazz/City High School and/or the Work and Learning Center without jeopardizing their contract rights or seniority provided; however, if all qualified teachers refuse the assignment, the District shall assign the most qualified certified individual to fill the vacant position.

#### 4. Layoff

- a. If the District determines to reduce the number of "teachers" employed by the District for the ensuing school year, such reduction shall occur as follows: The Board may release the necessary number of teachers, by providing them with notice of layoff on or before ten (10) school days before the last day of school. However, such action can only be taken via the inverse order of seniority, as defined above, within the instructional level, grade level or subject area. A teacher, who is identified for layoff as herein set forth shall be permitted to replace (bump) the teacher with the least seniority in a position for which she/he is certificated. A teacher who replaced (bumped) another teacher shall be actually assigned to the position into which the teacher bumped; however, the teacher who bumps in the position shall retain rights to transfer under the terms and conditions of the Collective Bargaining Agreement. In lieu of permitting teachers identified for layoff to replace (bump) the least senior teacher as set forth above, the District shall reassign teachers with multiple certification to an existing vacancy or vacancies of the same type of full-time equivalency (i.e., full-time to full-time or part-time to part-time). Such reassignment shall count toward the full-time equivalency reduction in that grade level or subject area. Also, where multiple vacancies exist, such teachers shall be permitted to declare their preferences for reassignment and be treated as surplus teachers as provided in Section IV-O-3. Twenty percent (20%) of the positions subject to layoff may be excluded from the layoff procedure in order to accommodate the District's Affirmative Action Program. Such twenty percent (20%) shall not be less than five (5) persons. The latter provision may be implemented at any time the minority population of this Collective Bargaining Unit falls below the community norm./Footnote 1
- b. When teachers with appropriate certification have identical seniority dates, teachers shall be selected for layoff by a random drawing of numbers via a procedure mutually agreed upon between MTI and the District.
- c. The District shall provide in writing to MTI the information it used in making layoffs pursuant to this subsection 4(a) at the same time the teachers are provided with notice of layoff. Within fifteen (15) days of receipt by MTI of said information, the District and MTI shall meet for the purpose of reviewing the information and procedures used by the District in making the layoffs, if such a meeting is requested by MTI. Alleged violations

of this subsection 4(a) may be processed through Section II-B (Grievance Procedure), with such grievances commencing at Level 3 of the procedure.

d. Recall - Any additional employment by the District following the layoff will be first offered to those previously laid-off in the order of seniority of those on layoff status, should they still wish to resume employment in the Madison Metropolitan School District provided they hold proper certification for the position. When teachers with the same seniority are laid off as referenced in Section IV-O-4-c, recall shall then be in the reverse order. A laid-off teacher shall be entitled to recall for a period of three (3) years from the date of the notification of layoff, unless said teacher thereafter affirmatively notifies the District annually by May 1 that he/she wishes to remain on the recall list.

- 1) An academic "overload" assignment must first be offered, on the basis of seniority, to those teachers on layoff who hold certification appropriate to teach classes contractually provided for as "overloads". The acceptance of such a position, if less than full-time will not negate the individual's right to recall to a full-time position. Overloads as a result of study hall assignment will not be offered to persons on layoff unless there are more than two (2) such study hall assignments (.40 FTE) in any high school.
- 2) The District shall have the option, based upon the needs of the District, to increase the percentage of contract of those currently employed under part-time contract or to assign teachers on layoff under such circumstances.
- 3) Of those teachers on layoff status, a full-time teacher may refuse any offer of employment as a teacher with the District at less than a full-time contract and still retain recall rights for future offers of employment. If a full-time teacher accepts an offer for a part-time position, said acceptance does not negate that individual's right to recall to subsequent full-time positions. A part-time teacher on layoff may refuse any offer of employment as a teacher with the District on a full-time contract basis and still retain recall rights for future offers of employment. However, a part-time teacher on layoff who refuses any offer of any part-time employment as a teacher with the District forfeits all recall rights for future offers of employment. A full-time teacher on layoff who refuses any offer of any full-time employment as a teacher with the District forfeits all recall rights for future offers of employment. However, a full-time teacher on layoff may refuse any offer of employment for teaching positions in certification areas in which he/she has not taught during the last three years and still retain, via this Recall Procedure, rights for future offers of employment.

Any summer school/night school position occupied by a laid off teacher shall not in any way affect that teacher's right to recall under Section IV-O(4) of the Teachers' Collective Bargaining Agreement.

- 4) Teachers who get recalled to positions which were formerly held by teachers on sabbatical leave or medical leave of absence will be placed in the surplus pool for

reassignment pursuant to the terms of this Section IV-O should the teacher on such a leave return to teaching after the expiration of his/her leave. Should the teacher temporarily vacating the position not return to his/her former assignment, the teacher reemployed from the layoff list who fills such assignment shall continue in that assignment.

- e. A teacher, while on layoff, may, at his/her option, be placed in the substitute pool.
  - f. Health Insurance Benefits during Layoff: An employee on layoff may continue group health 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.
- 1/ The District agrees not to invoke the last three (3) sentences of this subsection until or unless the Wisconsin Employment Relations Commission, and, the Courts on appeal, make a final determination that this provision is lawful. Either party reserves the right to raise the issue of legality.

#### **IV - Individual Contract - P**

##### **P. RETIREMENT**

Employees who plan to retire shall file written notice of same with the Department of Human Resources on or before February 15 of the school year in which their retirement will occur, unless another date is mutually agreed upon by the employee, MTI and the District.

- 1. Teachers, upon retirement from the District, may be rehired into the substitute unit at the discretion of the District.
- 2. With the effective date of retirement, a teacher forfeits all rights to, or expectation of, re-employment with the District. A retired teacher who is reemployed under a temporary or regular contract is compensated at his/her achieved salary level and track. Said teacher will be subject to all applicable terms and conditions of the Collective Bargaining Agreement.
  - a. Teachers returning to the Madison Metropolitan School District under a contract of fifty percent (50%) or greater within six (6) months of retirement shall, at their option, have all of their accumulated personal illness leave accounts and retirement insurance accounts reinstated and shall continue to accrue such days in accordance with the Collective Bargaining Agreement. Should said teacher opt to retire, the value of such accounts shall be calculated pursuant to the collective bargaining agreement language then in effect.
  - b. Teachers returning to the Madison Metropolitan School District under a contract of less than fifty percent (50%) shall have all of their accumulated personal illness leave in excess of the maximums allowed pursuant to Section VII-G reinstated.
  - c. Should a retired teacher return to the Madison Metropolitan School District under a contract of less than fifty percent (50%), but subsequently have their contract increased to

fifty percent (50%) or greater, their PSLA and RIA shall be reinstated pursuant to "a" above.

Q. INDIVIDUAL TEACHER CONTRACT

MADISON METROPOLITAN SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
MADISON, WISCONSIN 53703

CERTIFICATED PERSONNEL
NOTICE OF ELECTION

Dated

To:

You are hereby notified that you have been elected by the Board of Education of the Madison Metropolitan School District to the position and at the annual salary rate for the school year as shown below:

Table with 5 columns: School Year, Position(1)\*, School(1) Track, Level(3), Annual(2) Salary Rate

The annual salary rate for such position is for a school year of \_\_\_\_ weeks of teaching service, payable in 10 equal installments over a period of 40 weeks, or in 12 equal installments over a period of 52 weeks, at the option of the teacher. Such appointment for the school year is subject to the following express conditions: (A) the Board of Education policies, and (B) applicable statutes of the State of Wisconsin. Upon your acceptance of this notice of election such provision shall be express conditions to the contract of employment between yourself and the Board of Education.

BREACH OF CONTRACT may result in dismissal rather than acceptance of resignation.

RESIGNATION should be made in writing to the Director of Department of Human Resources for presentation to the Board of Education at least 30 days prior to the effective date of the resignation subject to the liquidated damages provision Section IV-K.

It is further agreed, that this contract incorporates herein by reference, to have the same effect as if made a part hereof, a current collective bargaining agreement entered into by and between Madison Teachers Incorporated and said Board of Education and is subject to all terms and conditions of such collective bargaining agreement. This contract is also subject to all policies, rules or regulations of said Board of Education now existing, not inconsistent or in conflict with said collective bargaining agreement, and said Board of Education agrees to furnish each building with a written copy of such policies, rules, and regulations, in effect as of the signing hereof and also agrees to furnish said teacher with a written copy of the collective bargaining agreement when printed.

On the attached copy at your earliest convenience, please notify the Director of Department of Human Resources of your acceptance or non-acceptance of the position to which you have been

elected. By State Statute 118.22(2) nonreturn of this contract offer to the Department of Human Resources on or before April 15 of the current year shall be considered a resignation.

- (1) Assignment and school are contingent on the school population and instructional program remaining substantially unchanged.
- (2) The full-time annual salary rate is indicated even though a teacher may be employed on a part-time basis or for a period of time less than a full year. Salary is prorated in terms of the amount of time served.
- (3) Number of credits needed to cross the next improvement or incentive level is \_\_\_\_\_.

\*"Teacher" means all regular full-time and regular part-time certificated teaching and other personnel who are employed in a professional capacity to work with students and teachers employed by the Madison Metropolitan School District including psychologists, psychometrists, social workers, attendants and visitation workers, work experience coordinator, remedial reading teacher, University Hospital teachers, trainable group teachers, librarians, guidance counselors, if the individual is employed as such, or individuals noted above who are on leave of absence.

\_\_\_\_\_  
Superintendent of Schools

I accept all provisions and conditions contained in the notice of election described above.

Signature \_\_\_\_\_ Dated



**IV - Individual Contract- Q - 1**

MADISON METROPOLITAN SCHOOL DISTRICT  
Madison, Wisconsin

TEMPORARY CONTRACT  
Notice of Election

To \_\_\_\_\_

You are hereby notified that you have been elected by the Board of Education of the Madison Metropolitan School District to the position of \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_ full-time \_\_\_\_\_ part-time % \_\_\_\_ for the period of time from \_\_\_\_\_ to \_\_\_\_\_. The annual salary rate\* for such position is \_\_\_\_\_ (Track \_\_\_\_\_ Level \_\_\_\_\_) for a school year of 38.4 weeks of teaching service, payable in 10 equal installments over a period of 40 weeks, or in 12 equal installments over a period of 52 weeks, at the option of the employee. It is further agreed, that this contract incorporates herein by reference, to have the same effect as if made a part hereof, a current collective bargaining agreement entered into by and between Madison Teachers Incorporated and said Board of Education and is subject to all terms and conditions of such collective bargaining agreement. This contract is also subject to all policies, rules or regulations of said Board of Education now existing, not inconsistent or in conflict with said collective bargaining agreement, and said Board of Education agrees to furnish each building with a written copy of such policies, rules and regulations, in effect as of the signing hereof and also agrees to furnish said teacher with a written copy of the collective bargaining agreement when printed.

BREACH OF CONTRACT may result in dismissal rather than acceptance of resignation.

RESIGNATION should be made in writing to the Department of Human Resources for presentation to the Board of Education at least 30 days before the resignation is to take place subject to the liquidated damages provision of Section IV-K.

It is expressly understood and agreed that the term of this temporary contract is only for the period of time specified upon it. No claim shall be made or exist for employment beyond the term of this contract. MTI and the Board have agreed that this contract is for a limited term and that the provisions of 118.22 Stats. do not apply to this contract. Accordingly, the School Board shall not be obligated to non-renew this contract.

Assignment and school are contingent on the school population and instructional program remaining substantially unchanged.

The yellow copy should be signed and returned to the Department of Human Resources, 545 West Dayton Street, Madison, Wisconsin 53703 by \_\_\_\_\_, or this notification of election shall expire and be null and void. Retain the original for your records.

Date \_\_\_\_\_  
\_\_\_\_\_  
Superintendent of Schools

\*The full-time annual salary rate is indicated even though a teacher may be employed on a part-time basis or for a period of less than a full year. Salary is prorated in terms of the amount of time served.

.....

### A C C E P T A N C E

I, \_\_\_\_\_ hereby accept my election by the Board of Education to the position in the public schools in the Madison Metropolitan School District, and at the annual salary rate for the school year as shown above.

I expressly accept all further provisions and conditions contained in this notice of election and said notice of election is made a part of this acceptance. I understand that Section 118.22, Stats. does not apply to this contract and this contract ends on the date indicated above without further action of the Board. I understand that I have the right to confer with counsel or a union representative concerning this contract.

Name \_\_\_\_\_  
Dated \_\_\_\_\_

## **IV - Individual Contract - R**

### **R. INTERN TEACHER, STUDENT TEACHER, AND STUDENT RESIDENT**

1. No intern, student teacher or student resident shall be assigned to work with a teacher unless the teacher accepts in writing the assignment.
2. Intern Teachers, Student Teachers and Student Residents shall not be used to replace or substitute for bargaining unit employees.
3. The District shall not discipline, suspend or dismiss a cooperating teacher because of the actions of any Intern Teacher, Student Teacher or Student Resident, unless the cooperating teacher has engaged in culpable actions giving rise to the misconduct of said Intern Teacher, Student Teacher or Student Resident; and in such case only for just cause.

## **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. 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.

## **IV - Individual Contract - T**

### **T. ASSUMPTION OF OTHER DUTY**

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.

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.

#### **IV - Individual Contract - U**

### **U. REPRESENTATION**

Teachers shall be entitled to representation by Madison Teachers in any meeting which in the opinion of the administrator affects the teacher's continued employment.

#### **IV - Individual Contract - V**

### **V. JOB SHARING**

Teachers, on a full time regular contract, may elect, based on the District's determination of positions available for job sharing, to participate in such program. Such participation shall be dependent upon the principal and/or supervisor and Director of Department of Human Resources or his/her designee approval.

Teachers, who participate in this program as outlined above, may return to a full time contract when a full time contract vacancy occurs providing there are no teachers on layoff or surplus and the principal/supervisor so approves.

Teachers requesting to participate in job sharing or teachers requesting to temporarily reduce their contract pursuant to Section IV-W when such reduction results in a job share, will have the District's contribution toward health insurance, dental insurance, and life insurance, as set forth in the Agreement, divided between them, as they decide, provided the teacher is eligible for District contribution toward health, dental, and/or life insurance. It is understood that the aforementioned does not apply to individuals who are employed under part-time contracts other than via the referenced contract sections.

1. A teacher (A) who is in a job share assignment where the teacher also holds another position resulting in the teacher being employed under a full-time contract qualifies for benefits due full-time employees. In the circumstances described above, the individual (B) job sharing with the person described above, if said person holds a contract of 0.5 or greater, qualifies for full-time benefits available via the terms of the Collective Bargaining Agreement, given that individual (A) qualifies for benefits in a position other than via the job share.
2. A teacher working part-time due to medical reasons is not considered job sharing, provided the teacher submits to the District Benefits Manager rationale for same from his/her physician, and is approved by the District.

Teachers covered by this shall receive a letter explaining the benefit options available to them, and an election form to designate their choice. Said teachers may divide the District contribution between them, e.g., 50%/50%, 75%/25%, 100%/0%. A copy of the letter explaining the benefit options available to the teachers covered by the job share will be sent to the MTI Executive Director.

A copy of the letter confirming each job sharer's benefit election shall be sent to the MTI Executive Director.

#### **IV - Individual Contract - W**

##### **W. TEMPORARY REDUCTION OF CONTRACT TO PART-TIME WITH THE RIGHT TO RETURN TO FULL-TIME**

To be eligible to apply for contract reduction under this Section, a teacher must have completed five (5) years of service with the District as a teacher by the time the contract reduction will become effective.

Full-time teachers who wish to work part-time may request to do so for a period of one year, and shall have the right to full-time regular contracts at the end of such period. Requests for part-time contracts must be made in writing to Human Resources on or before March 1 of the preceding school year.

The percentage of part-time contract requested shall be specified by the teacher at the time of the request. If the District is not able to accommodate the teacher's request, or should said request result in a job share involving the sharing of benefits pursuant to Section IV-V, the District will so advise the teacher by August 15. The teacher may then adjust the percentage specified in his/her request to that which the District has available, or withdraw the request. The District shall consult with the teacher prior to any action to increase the teacher's contract percentage. The teacher's contract cannot thereafter be decreased for the year without the teacher's consent. Any request which would involve job sharing shall be governed by the provisions of Section IV-V of the Collective Bargaining Agreement.

Upon return to a full-time contract, the percentage of contract which had been reduced shall be reinstated for the ensuing school year at the school to which the teacher had been assigned full-time, if such is available. If it is not available, then that percentage of contract will be placed in the surplus pool and the teacher reassigned according to Section IV-O-3 of the Collective Bargaining Agreement. Further, under such condition, the District reserves the right to involuntarily transfer the teacher, pursuant to Section IV-E of the Collective Bargaining Agreement, for his/her entire contract, to another school.

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

**A. ACADEMIC FREEDOM**

1. No teacher may be disciplined or discriminated against in regard to terms or conditions of employment by the District on the basis of the teacher's instructional presentations to students regarding facts and ideas concerning any subject of learning where such presentations are consistent with accepted standards of the teaching profession and relevant Board policies, including:
  - a. develops a classroom atmosphere in which pupils feel free to express opinions and to challenge ideas,
  - b. teaches respect for the opinions of others and develops skills of critical thinking,
  - c. chooses suitable instructional materials presenting data on major points of view on issues being discussed,
  - d. demonstrates by his/her own interpretations and actions rational methods of arriving at decisions,
  - e. maintains at all times a decent respect for the dignity and worth of each individual,
  - f. undertakes the presentation of a controversial issue to pupils only after careful study and planning,
  - g. confers with the principal or staff specialist if there is doubt regarding the appropriateness of discussing a controversial issue,
  - h. determines whether or not an issue raised by pupils is to be considered at the moment it arises,
  - i. guides discussion toward constructive courses of action available within our framework of values,
  - j. keeps in mind his/her position as moderator and participant in the classroom forum, and
  - k. withholds the expression of his/her own opinion unless he/she is asked a direct question.
2. No teacher may be disciplined or discriminated against in regard to terms or conditions of employment by the District for inviting a resource person into the school where the teacher has:
  - a. informed the school administration of the plan to invite such resource person;

- b. received advance approval for the invitation of such resource person from the school administration. The teacher may appeal any denial of approval by the school administration to the Board of Education and shall abide by its decision. The District shall not discipline or discriminate against any teacher in regard to terms or conditions of employment because of the teacher having appealed the school administration's decision to the Board of Education.

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

**B. TRANSPORTATION FOR FIELD TRIPS AND  
EXTRACURRICULAR ACTIVITIES**

Teachers shall neither be required nor expected to provide transportation, via their own vehicles, for field trips and/or extracurricular activities.

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

**C. CLASS SIZE**

1. The minimum enrollment for a class is fifteen (15) pupils, the Superintendent of Schools may approve a class of less than fifteen (15) pupils when economic and educational implications warrant such approval.
2. Wherever feasible under the circumstances (e.g., availability of staff and facilities) in elementary, middle and high schools, the following standards are recommended for classes (excluding music, physical education, etc.):
  - a. No class should have more than thirty (30) pupils.
  - b. Classes containing concentrations of disadvantaged pupils should be reduced to a number which permits optimum learning opportunities for such pupils.
  - c. No teacher should be assigned the class responsibility regardless of the size of his/her classes, for more than one hundred and thirty-five (135) pupils.
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.

#### 4. RESOLUTIONS OF THE JOINT DISTRICT-MTI SPECIAL EDUCATION COMMITTEE

##### a. Education of Special Education Students

Consistent with the provisions of IDEA students with disabilities shall be educated in general education classes unless, in the opinion of the student's Individualized Education Program (IEP) Team, such students would 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 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) 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 of a student with disabilities results in a significant concern regarding that 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 Implementation Team or convening a formal IEP Team meeting.
- 2) 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.

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), state law, and the IDEA rules and regulations.
  - b) All decisions of the IEP Team shall be recorded in writing by the chair, 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), 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 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) the IEP Team determines the misconduct was a manifestation of the student's disability, the following options shall be considered:
- a) The IEP Team shall 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 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.

5. Instructional Material Staffing

a. Wherever feasible (as determined by the Board of Education) and consistent with the needs of the instructional program of the school, the following standards are recommended:

- 1) Every Library Media Center (LMC) shall be staffed by a full-time certificated librarian.
- 2) On the high school and middle school levels additional library staff may be assigned as needed.
- 3) One audiovisual specialist may be allocated for each middle and high school.

Violations of the above mentioned standards may be called to the attention of the MTI-BOE Joint Committee on Class Size as per Section 3 of this provision.

b. LMC staff of each school shall regularly conduct an evaluation of the program and service in that school. A report of that evaluation shall be submitted to the principal.

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

**D. TEXTBOOK ADOPTION**

No textbook will be adopted unless such has been recommended by a committee of teachers elected by the appropriate grade level and/or school and/or area teachers with whom they work.

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

**E. SUPERVISION OF ELEMENTARY PLAYGROUNDS**

1. School grounds are supervised by school personnel fifteen minutes before classes convene in the morning, during the school day when pupils are participating in a scheduled school activity, and until school is officially dismissed.
2. Elementary teachers shall not be required as part of their regular teaching duties to supervise playground activity during the noon lunch period and more particularly during that period

fifteen minutes before school opens at noon, except as provided in Article V-J hereof (Duty Free Lunch).

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

**F. STUDENT DISCIPLINE**

1. When student conduct represents a threat to the physical safety of teachers, the District shall take appropriate steps including, but not limited to, the immediate removal of the student(s) from the classroom.
2. No teacher may be disciplined or discriminated against by the District in regard to terms or conditions of employment on the basis of any action taken by the teacher to implement and maintain student control and discipline, provided that such action is consistent with existing Board policies governing student discipline of which the teacher has been informed.
3. The District, subject to the teacher's cooperation, shall defend and hold harmless the teacher against personal liability for actions taken during the course of his/her employment and within the scope of his/her authority.
4. A teacher assaulted in the performance of teaching duties, who as a result is unable to resume work, shall be compensated according to the workers' compensation provisions in Accident Leave/Workers' Compensation (Section VI-C).

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

**G. TEACHER MAILBOX**

1. Madison Teachers Incorporated and its representatives shall be permitted to use teachers' mailboxes and the School District's internal school mail distribution system for noncommercial and nonpolitical material.
2. MTI will hold the District harmless from any fines or liability for postage that may be imposed upon the District as a result of such continuing use of the inter-school mail delivery system.
3. No other competing labor organization shall be permitted to have access to teachers' mailboxes or the internal school mail distribution system unless said labor organization has filed with the WERC a petition seeking a representative election pursuant to Section 111.70, et. seq., Wis. Stats.
4. A copy of all publications mailed shall be sent to the Superintendent of Schools.

5. The District will treat fax messages received at the workplace in the same manner as regular or intra-district mail to the extent the medium so permits.

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

**H. SOLICITATION OF TEACHERS**

Representatives of Madison Teachers Incorporated shall be permitted to solicit teachers during teachers' nonteaching time.

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

**I. HOURS OF SCHOOL**

1. Itinerant, District-Wide as Directed and Teachers Assigned to Doyle Administration Building

Teachers assigned across elementary and secondary levels (itinerant), District-Wide as Directed, or assigned to the Doyle Administration Building shall be governed by Section V-I-3 below.

2. Elementary

- a. Elementary teachers' work day shall conform to the fifth (5<sup>th</sup>) grade schedule with the teacher's day commencing fifteen (15) minutes prior to the start of the fifth (5<sup>th</sup>) grade student school day and terminating thirty (30) minutes following the end of the fifth (5<sup>th</sup>) grade dismissal as per Tuesday through Friday as set forth below.

The contract day for teachers assigned responsibilities to elementary level programs at more than one elementary school shall conform to the school in which the teacher commenced his/her assigned workday.

- b. Special education teachers who are assigned to non-school sites shall be governed by such hours as the principal shall file with the Director of Special Education concerning their special duties in relation to the normal operation of the site. The length of the special education teachers' normal daily workday shall equal the length of the normal daily workday of regular education teachers and shall be a continuous time between 7:00 a.m. and 5:00 p.m.
- 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	285	337

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 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-2. Staff members shall be required to attend such meeting. Such meetings should conclude by the end of the regular school day.

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.

- d. Except during his/her duty-free lunch period, a teacher is to be in his/her assigned building continuously when school is in session unless excused by the principal. Should a teacher leave the school/worksites during his/her duty-free lunch period, he/she shall first notify the office staff.
- 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.

### 3. Senior and Middle

- a. Middle and Senior High School hours are 8:00 - 4:00. Schools may make adjustment to these times, but the total time shall be maintained. High school teachers may, on a voluntary basis, start work at an earlier starting time than 8:00 a.m. and leave work at an earlier release time if they teach in a high school instructional program which starts prior to 8:00 a.m. The total time for the teachers in these programs shall be the same as the total work hours for all other teachers in the same building. The ending time of day will be moved proportionate to the adjusted starting time, e.g. 7:00 a.m.-3:00 p.m.; 7:30 a.m.-3:30

p.m. Lunch hours will vary from school to school and Middle and Senior High staff meetings are governed by the rules outlined above.

- b. School may be dismissed in middle and high schools prior to the regular dismissal time of students during the regular school day for the purpose of staff development in the middle and high school and parent-teacher conferences in the middle school. The Area Assistant Superintendent must approve such early dismissal. Staff members shall be required to attend such meetings. Every reasonable effort shall be made to conclude such meeting by the end of the regular school day. In the event of an early dismissal under this section, each class in the class schedule shall be shortened by the necessary number of minutes.
- c. Full-time is established as twenty-five (25) hours of classroom instruction per week, five (5) classes per day, or four (4) classes plus a study hall, or any other combination of assigned regular teaching duties.
- d. A teacher is to be in his/her assigned building continuously when school is in session unless excused by the principal.
- e. Advisor/Advisee High School (ninth grade only) and Middle School Programs - Teachers who are required by their administrator to serve as an "advisor" in the advisor/advisee program, also known as "home room," "home base," and/or "faculty and students together" shall be permitted to leave work twenty-five (25) minutes prior to the contractual quitting time on the two days per week that activities are scheduled in said programs, or, at their option, accumulate the time and take compensatory time off at their option during non-scheduled times excluding Inservice, Conferences and Team Meeting times.

Teachers, not to exceed three (3) per middle school and three (3) per ninth grade shall, on a voluntary basis, prepare all materials to be used in the program. These teachers shall:

- 1) not be assigned students during the advisor/advisee time period, and
- 2) if requested by the teacher be provided a substitute for one-half day per month or one full day every other month to allow time to prepare materials for use in the program.

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

**J. DUTY FREE LUNCH**

- 1. All teachers shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.
- 2. Teachers shall not be required to work in any capacity for the District during the duty-free lunch period.





- b. The last afternoon of the first semester and the last afternoon of the final calendar day of the second semester are utilized for recording and reporting days by the teacher. Students are not present during these sessions. On the final calendar day of the year students are present for an hour and one-half, which time will end not later than 10:30 a.m.
    - 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 2008-2009

AUGUST (3NT) (1AS)					SEPTEMBER (21)					OCTOBER (21)					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
					H1	(2	3	4	5				1	2	3
					8	9	10	11	12	6	7	8	9	10	
					15	16	17	18	19	13	14	15	16	17	
		NT	NT	NT AS	22	23	24	25	26	20	21	22	23	24	
		26	27	28 29	29	30				27	28	29	C30	C31	

NOVEMBER (18)					DECEMBER (15)					JANUARY (19)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
3	4	5	6	7	1	2	3	4	5				V1	V2
10	11	12	13	14	8	9	10	11	12	5	6	7	8	9
17	18	19	20	21	15	16	17	18	19	12	13	14	15	16
24	25	26	H27	V28	V22	V23	V24	V25	V26	H19	20	21	22	23)
					V29	V30	V31			(26	27	28	29	30

FEBRUARY (19)					MARCH (22)					APRIL (16)					
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
2	3	4	5	6	2	3	4	5	6				1	2	3
9	10	11	12	13	9	10	11	12	13	V6	V7	V8	V9	V10	
16	17	18	19	20	16	17	18	19	20	V13	14	15	16	17	
23	24	25	26	C27	23	24	25	26	27	20	21	22	23	24	
					30	31				27	28	29	30		

MAY (20)					JUNE (10)					
M	T	W	TH	F	M	T	W	TH	F	
				1	1	2	3	4	5	
	4	5	6	7	8	8	9	10	11	12)
	11	12	13	14	15					
	18	19	20	21	22					
H25	26	27	28	29						

**HOLIDAYS-CONVENTION DAYS**

September 1	Labor Day
October 30-31	WEAC Convention
November 27	Thanksgiving
January 19	Martin Luther King Day
February 27	SWEIO Convention
May 25	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
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 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	30	
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

**M. PARENT-TEACHER CONFERENCE**

Elementary School

1. Parent-teacher conferences, if scheduled, shall be scheduled within the normal school day. In addition to the Monday early release time, conferences shall be held on one contract day per year. The teachers/principals may mutually agree to adjust the starting and ending time for this day in order to accommodate parents who work during the day. Should a parent be unable to be present during the specified time and the teacher agrees to hold the conference on other than regular school hours, said teacher shall be granted flexible\* time to be taken at a time approved by the principal. No flexible\* time shall be available for conferences held prior to one-half (1/2) hour following 5th grade dismissal as per Tuesday-Friday.
2. The conferences will be held in lieu of the report cards for the reporting periods in which they are held. No written summary of the conference by the teacher is required.

Middle School

3. Parent-teacher conferences, if scheduled, shall be scheduled within the normal school day. Should a parent be unable to be present during the specified time and the teacher agrees to hold the conference on other than regular school hours, said teacher shall be granted flexible\* time to be taken at a time approved by the principal.

High School

4. Parent-teacher conferences, if scheduled, shall be scheduled within the normal school day. Should a parent be unable to be present during the specified time and the teacher agrees to hold the conference on other than regular school hours, said teacher shall be granted flexible\* time to be taken at a time approved by the principal. No written record of the conference need be made by the teacher. Any clerical/scheduling work will be performed by individuals not represented by MTL.

\* “Flexible” as used herein means that the teacher who has engaged in service to earn “flexible” time will be granted the requested time off during his/her contract time equal to that of the service performed.

**N. SPECIAL TEACHERS IN KINDERGARTEN**

It shall be the policy of the Board of Education within the limitations of budget to provide additional staff in the special subject fields (art, music, physical education) in order that these special teachers may be used to supplement the kindergarten curriculum.

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

**O. EMERGENCY SITUATION**

1. Teachers shall report suspicious object(s) or person(s) to the Principal or his/her designee. All staff will be notified if the Security Coordinator and/or the Superintendent (or Acting Superintendent) and/or the Chief of Staff believes the suspicious objects or person(s) create a danger to the school environment and that notification to the staff is appropriate under the circumstances.
2. Teachers shall not be required to search for suspicious object(s) or person(s).
3. On or before September 30 of each year, the principal will review with the staff at each work site, the District's crisis management plan.

**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.
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.
3. 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.
4. 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.

5. The District may cover absent teachers by offering same to teachers assigned to the building part-time.

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

**Q. SCHOOL SAFETY/DISCIPLINE**

The parties will continue the three (3) school safety committees (elementary, middle and high) each party appointing two (2) persons to each committee. The committees will continue to study the issues of safety as regards both pupils and staff and the implementation of and compliance with the current MMSD Code of Conduct Plan. The committee will meet regularly and will periodically issue reports to the MTI Board of Directors and the Board of Education. Copies of the plan shall be included in each school handbook and distributed at the beginning of each school year.

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

**R. COMPUTERIZATION OF INDIVIDUALIZED EDUCATIONAL PROGRAMS**

The District will continue to provide for the computerization of IEP forms and interactive data bases for use by teachers in completing IEPs.

**V - Factors relating to Employment-  
Classroom - S**

**S. CARE OF ILL CHILDREN**

*This section has been suspended until such time as a mutually agreeable institutional care provider can be identified.*

1. The Employer agrees to contribute to each employee who uses the sick child care services of Meriter Hospital's Ginger Ail Program or other mutually agreeable Institutional Care Providers an amount equal to one-half of the daily cost per day per dependent child.
2. The parties agree that employees will be eligible for the reimbursement provided herein only on days for which the employee is scheduled to and reports for work.
3. This program shall be available on a first come first serve basis. The funding for this program is limited to five thousand dollars (\$5,000).
4. The parties further agree that the Employer is under no obligation to renew the funding for this benefit.

**VI - Factors - Personal - A**

**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. Sick leave may not be used prior to the time it is earned.
  - a. 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.
2. Staff members employed to teach at least four (4) weeks during summer school sessions will earn one (1) day sick leave. This shall be cumulative with their regular sick leave. Staff members who teach in the six (6)-week summer school session may use sick leave accumulated during the regular school term during the summer. However, a day of sick leave during the summer shall consume a full day of accumulated sick leave. No other summer employment qualifies for sick leave benefits.
3. The following absences will be without loss of salary provided an adequate balance exists in the teacher's personal sick leave account.
  - a. Personal illness.
  - b. Illness in the immediate family requiring the presence of the teacher; immediate family interpretation of this subsection shall be limited to the following relatives of the employee, the employee's spouse or designated family partner:
    - 1) Husband or Wife (including designated family partner)
    - 2) Child (including foster, step and grandchild)
    - 3) Son-in-law or Daughter-in-law residing in the employee's household
    - 4) Father, Mother or stepparent residing in the employee's household
  - c. Serious health condition in the immediate family requiring the presence of the teacher; immediate family interpretation of this subsection shall be limited to the following relatives of the employee, the employee's spouse or designated family partner:
    - 1) Son-in-law or Daughter-in-law
    - 2) Father, Mother or stepparent
    - 3) Brother or Sister
    - 4) Brother-in-law or Sister-in-law
    - 5) Grandmother or Grandfather
  - d. Serious Health Condition as used in Section VI-A-3-c means a disabling physical or mental illness, injury, impairment or condition involving any of the following:



- 1) Inpatient care in a hospital, nursing home, or hospice.
  - 2) Outpatient care that requires continuing treatment or supervision by a health care provider.
- e. Absences not covered in items a. through b. may be approved by the Superintendent of Schools.
- f. Medical or Dental Appointments: Teachers

There will be no deduction from a teacher's personal sick leave account for absences due to medical or dental appointments which cannot be scheduled outside the contract day and are less than or equal to two (2) hours in duration, provided at least one of the hours of absence occurs during the teacher's planning time. The teacher shall notify the school principal at least three (3) working days prior to such absence, except in cases of emergency in which case the teacher shall notify the school principal as soon as possible.

- g. Medical or Dental Appointments: Teacher Bargaining Unit Members Not Assigned Regular Classroom Teaching Responsibilities:

For those members of the teacher collective bargaining unit who are not assigned regular classroom teaching responsibilities (e.g., counselors, social workers, psychologists, nurses, et al), there will be no deduction from a teacher's personal sick leave account for absences due to medical or dental appointments which cannot be scheduled outside of the contract day and are less than or equal to two hours in duration. The individual shall notify the school principal at least three (3) working days prior to such absence, except in cases of emergency in which case the individual shall notify the school principal as soon as possible.

4. The following absences will be without loss of salary and will not be deducted from the Personal Sick Leave Account (PSLA):

- a. Death in the immediate family not to exceed five (5) school days per year for each death in the immediate family for the purpose of bereavement (not to be used as vacation); immediate family interpretation for this subsection shall be limited to the following relatives of the employee or his/her spouse:
  - 1) Father, Mother or stepparent (including the father or mother of the designated family partner)
  - 2) Husband or Wife (including designated family partner)
  - 3) Child (including foster, step and grandchild, and including the child, foster child, stepchild and grandchild of the designated family partner)
  - 4) Son or Daughter-in-law (including son or daughter-in-law of designated family partners)
  - 5) Brother or Sister (including brother or sister of designated family partners)
  - 6) Brother or Sister-in-law (including brother or sister-in-law of designated family partners)

- 7) Grandfather or Grandmother (including grandfather or grandmother of designated family partners)
- 8) Grandfather or Grandmother-in-law
- 9) Aunt or Uncle
- 10) Aunt or Uncle-in-law
- 11) First Cousin
- 12) Niece or Nephew

The above, 4. a. 1) – 12), shall be available to teachers who are employed by the District during the summer recess to teach summer school and who hold a regular contract with the District or under a temporary contract for at least the preceding semester and are employed under a temporary or regular contract for the District by the last day of summer school for the ensuing school year.

Teachers may be absent up to one (1) day for bereavement leave to attend the funeral of a close personal friend with such absence charged to the teacher's PSLA. Requests for any other funeral leave must be submitted by the teacher for approval to the Department of Human Resources. In the absence of written approval, pay will be deducted for the absence.

5. The following absences will not be deducted from the PSLA:

- a. Personal leave days (Section VI-A-6).
- b. Attendance required by an officer of a court and/or summoning of a governmental agency if said attendance is related to District employment. For service during contract days, such teacher shall, however, remit to the Board of Education an amount equal to the compensation received for required attendance, if any, upon receipt of same. Such can be accomplished by signing over to the District, the check one receives for the referenced service. Said absence must be accompanied by a subpoena.
  - 1) For such service during non-contract days, the teacher shall be compensated pursuant to Section III-J.
- c. Teachers who are required to serve on jury duty shall receive full pay from the MMSD during the period of such service. Such teacher shall, however, remit to the Board of Education an amount equal to the compensation received for required attendance, if any, upon receipt of same, for service during contract days. Such can be accomplished by signing over to the District, the check one receives for the referenced service.

6. Personal leave

Five personal leave days shall be permissible as follows:

- a. Teaching personnel will be permitted to be absent from school responsibilities for any purpose without pay. Such absence will be in at least one-half (1/2) day increments and shall be for a reason which necessarily cannot be met outside the school day.

The teacher will be expected to notify the school principal at least three (3) working days prior to such absence. Personal leave will not be granted during the first or last two weeks of any semester except under extenuating circumstances which may be approved by the Superintendent.

- b. Teaching personnel will be permitted to be absent for two (2) days per year from school responsibilities for certain purposes without loss of compensation. The purposes will be defined basically as legal reasons, i.e., adoption proceedings, settlement of wills, certain court actions, real estate closings. The teacher will be expected to notify the school principal at least three (3) working days prior to such absence. The teacher will be expected to be absent only as long as necessary and the school principal will provide class covering as determined by the principal.
- c. Personal Leave Days Earned: Teaching personnel will be permitted to be absent for one day (out of the five (5) days listed in VI-A-6) per year from the school responsibilities without loss of compensation, provided such days are available in their Personal Sick Leave Account. The personal leave day when used shall be deducted from the PSLA account of the employee.

Personal Leave Notification: Requests for personal leave should be made five (5) working days in advance of taking such leave, except in the case of an emergency.

Personal Leave Day Restrictions: Personal leave days shall not be used to extend a holiday, vacation, teacher convention, or school recess period. However, the principal and/or his/her designee may grant an employee a personal leave day before or after a holiday, vacation, teacher convention or school recess period in an emergency situation, such as cancellation of a return flight due to weather or other situations beyond the employee's control. The personal leave day will not be granted the first or last week of a semester or after April 23 without the approval of the Superintendent.

Total Number of Employees on Personal Leave:

Elementary Schools: No more than two (2) employees per building may take personal leave on any given day when school is in session, unless the principal and/or his/her designee grants approval to exceed the two (2) employee limit.

Middle Schools: No more than three (3) employees per building may take personal leave on any given day when school is in session, unless the principal and/or his/her designee grants approval to exceed the three (3) employee limit.

High Schools: No more than four (4) employees per building may take personal leave on any given day when school is in session, unless the principal and/or his/her designee grants approval to exceed the four (4) employee limit.

- 7. A teacher earns sick leave during a period of personal illness, however, this is subject to the maximum sick leave in force.
- 8. Accumulated sick leave shall be provided on each check stub.

9. Family and Medical Leave Act Leave: A designated family partner, as set forth in Addendum E, shall be considered to be a spouse for benefit purposes of eligibility under the Wisconsin Family and Medical Leave Act and/or the Federal Family and Medical Leave Act provided said individual is otherwise eligible under the Act(s).

## **VI - Factors - Personal - B**

### **B. LEAVES OF ABSENCES**

All requests for a leave of absence must be submitted on the Teacher Leave of Absence Request form. Such forms are available in each school's office.

#### 1. Non-Medical (without pay)

A non-medical leave of absence shall be granted to a member of the professional staff, under the following conditions:

- a. The teacher has completed his/her probationary period.
- b. All non-medical leaves except academic, adoption or 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.
- c. Other than for academic leaves of absence or extension of same, a request for leave of absence, or a request to extend a leave of absence must be made through the Principal/Supervisor, to Department of Human Resources by March 1 for a leave of absence for the first semester or the ensuing school year. A request for an academic leave or for an extension of same must be made to the Department of Human Resources by May 1 for the first semester or the ensuing school year.
- d. Requests for an academic or childrearing leave of absence for the second semester must be filed by December 1.
- e. The reason(s) for the non-medical leave request must be stated on the leave request form and shall include:
  - 1) Academic (a copy of the applicant's proposed academic plan and/or acceptance to an academic program shall accompany all academic requests.)
  - 2) Career exploration (an explanation must accompany the request)
    - a) No leave shall be approved for a teacher who desires to teach in a similar position in another Wisconsin school district.
  - 3) Childrearing
  - 4) Adoption (may begin and conclude during a semester)
  - 5) Other

All leaves are subject to verification by Department of Human Resources.

- f. Leaves referenced in VI-B-1-e above for career exploration may not exceed one (1) school year. All other leaves may not exceed two (2) consecutive school years or four (4) consecutive semesters.
  - g. Leaves, and leave extensions, are granted to teachers under either (1) or (2) below:
    - 1) Initial request: One (1) 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.
    - 2) Initial request: One (1) full school year.  
Extension: One (1) extension consisting of the following school year.
  - h. Academic and Childrearing leaves may be repeated following one year of return to work. All other non-medical leaves may be repeated only after a three year return to work.
  - i. Upon the expiration of a leave of absence, a teacher must return to teaching or resign his/her employment with the District.
  - j. No leave will be granted which allows a teacher to continue to work part time. A teacher wishing to work less time than he/she presently works must reduce his/her individual teaching contract by seeking the approval of the Board.
  - k. The teacher on leave may continue insurance benefits provided via this Agreement if premiums for such coverage are paid monthly in advance by the teacher to the Madison Metropolitan School District.
  - l. If the leave is for one semester teachers who receive leaves of absence pursuant to this Section shall be entitled to return to the position held at the time the leave was granted. If the leave is for more than one semester, the teacher will be returned to the position previously held, should the position be filled by a teacher under temporary contract. If the former position is filled by a teacher under regular contract, the returning teacher will be placed in the surplus pool for reassignment in accordance with Section IV-O. However, teachers who receive a sabbatical leave for the entire school year, or who receive a full-year Fulbright Scholarship/Fellowship or the equivalency, will be returned to the position held at the time the leave was granted.
  - m. Teachers on temporary contract may be granted such leave(s), however, such leaves may not extend beyond the date of expiration of the temporary contract.
2. Pregnancy
- a. Pregnancy will be treated as any other temporary medical disability in accordance with the law. Thus a teacher may, with her doctor's consent, teach as long as she is physically and emotionally capable of performing her professional duties. Pregnancy leaves may commence during the term of a semester. The teacher shall provide Department of Human Resources and the principal a physician's statement as to the anticipated date of birth of the

child and projected period of temporary disability. Such form, furnished by Department of Human Resources, is entitled "Physician's Pregnancy Confirmation". Medical information will be required by the District to support a teacher's disability should the teacher's physician certify disability in excess of six (6) weeks. A teacher absent for such disability is expected to return to her professional duties when medically capable of returning. For the period the teacher is considered by her physician to be temporarily disabled due to pregnancy said teacher shall be entitled to receive, at her option, compensation and fringe benefits in accordance with this Agreement.

- b. A teacher may request an unpaid leave of absence in conjunction with her pregnancy disability leave pursuant to Section VI-B-3.
- c. Teachers on temporary contract may be granted such leave(s), however, such leaves may not extend beyond the date of expiration of the temporary contract.

### 3. Medical

- a. A medical leave of absence shall be granted to a member of the professional staff provided they support their leave request with medical certification from their physician in order to:
  - 1) Be paid via their Personal Sick Leave Account and/or Sick Leave Bank while medically disabled.
  - 2) Retain the right to be returned to the position formerly held at the time the leave was requested for up to two (2) years.
  - 3) Not be limited in the number or length of extensions.
- b. A teacher temporarily absent (with or without pay) by reason of medical disability, which disability is expected to end during the term of a semester, may at the teacher's option, extend such absence to the end of the then current semester provided written notice of such option (extension) is made to the Department of Human Resources prior to the commencement of such disability leave of absence. A teacher shall, at the conclusion of such leave(s), be returned to the position held immediately prior to such leave per 3-a-2 above.
- c. If a teacher requests an additional unpaid leave of absence pursuant to Section VI-B, the teacher will be returned to the position previously held, should the position at that time, be filled by a teacher under temporary contract. If the former position is, at that time, filled by a teacher under regular contract, the returning teacher will be placed pursuant to Section VI-B-1-1 of the Collective Bargaining Agreement in the surplus pool, for reassignment in accordance with Section IV-O.
- d. Teachers on leave of absence for medical reasons must have their physician complete a Return-to-Work form before they can resume teaching.

- e. No medical leave will be granted which allows a teacher to work part time unless a rehabilitation program is approved by the District. The District will notify the Executive Director of MTI, on a timely basis, when a plan is approved.
  - f. A medical leave may become effective during the term of a semester.
  - g. The Board shall continue to pay such insurance premiums as provided via this Agreement for the teacher who is drawing compensation via one's Personal Sick Leave Account or Sick Leave Bank.
  - h. Teachers who remain on medical leave of absence for a period which exceeds two (2) years as of March 1 of any school year shall not be issued regular annual contracts by the District.
    - 1) The District need not provide the employee who remains on a medical leave of absence for a period which exceeds two (2) years with any notice of intent to non-renew his/her contract, or notice that the contract has been non-renewed.
    - 2) The employee who remains on medical leave of absence for a period which exceeds two (2) years need not write the District annually to accept a contract for the ensuing school year, nor is it necessary for him/her to file a request to extend said medical leave of absence.
    - 3) The employee who remains on a medical leave of absence for a period which exceeds two (2) years will continue to accrue seniority and receive benefits while on the leave of absence as provided in the Collective Bargaining Agreement.
    - 4) Should a teacher who has been on an extended leave of absence [beyond two (2) years] be medically released to return to employment, he/she will be offered the next available position for which they are certificated, subject to the terms and conditions of the Collective Bargaining Agreement.
    - 5) The District will, on or about March 1 of each year, provide the Executive Director of MTI with a list of all "teacher" bargaining unit personnel who have been on a medical leave of absence for two (2) years or more.
  - i. Teachers on temporary contract may be granted such leave(s), however, such leaves may not extend beyond the date of expiration of the temporary contract.
4. All medical, pregnancy and non-medical leaves are subject to the following conditions:
- a. Absences of consecutive days consisting of half or more of the paid days from the beginning of the contract year to the end of the first semester or from the beginning of the second semester to the end of the contract year will result in a full semester being counted toward the two year limitation of leave of absence. Absences of less than half of the paid days will not count toward the two year limitation of leave of absence.
  - b. The leave of absence period is not credited as experience on the salary schedule.

## **VI - Factors - Personal - C**

### **C. ACCIDENT LEAVE/WORKERS' COMPENSATION**

1. All employees shall be covered by Workers' Compensation insurance. Any employee who is injured on the job shall report the injury to the Benefits Division of the Department of Human Resources as soon as practical after the injury occurs.
2. Benefits while on Workers' Compensation: If any employee is injured while in the performance of duties for the District, the District shall continue to provide Workers' Compensation insurance and the employee will be compensated in the following manner:

When an employee is in pay status, the employee shall be paid by the District at one hundred percent (100%) of the salary schedule rate he/she was paid prior to such injury, and the District shall retain all Worker's Compensation pay received from the carrier on the employee's behalf. Said pay shall continue for a period not to exceed one hundred and eighty (180) working days for any one such injury or illness. During such period that the employee is receiving pay under the provisions of this Section, he/she shall continue to accrue sick leave credits (if applicable). No employee by reason of this Section shall receive pay for more than fifty-two (52) weeks in any calendar year, provided however, that employees shall not be entitled to the provisions of this Section during periods when they are not scheduled to be paid by the District. The employee must provide a physician's report substantiating the injury and the District's return to work form must be completed and filed by the physician before the employee returns to work.

3. Challenge of Workers' Compensation Claim: If a worker's compensation claim is contested, the Board of Education continues to pay the employee's full salary during the period of disability up to a maximum of the number of teaching days following the date of the accident equal to the number of sick leave days then accumulated by such employee providing the employee files a written request for such payment with the Human Resources Division of the Board of Education. If the contested claim is settled in favor of the employee, the provisions of paragraph 2 are retroactively applicable and the number of sick leave days consumed is restored to the credit of the employee.

## **VI - Factors - Personal - D**

### **D. MILITARY LEAVE PEACE CORPS/VISTA/AMERICORP**

1. A leave of absence is granted to the teacher for induction into or voluntary enlistment into the armed forces, Peace Corps, Vista or Americorp by filing a request for such a leave in writing in the office of the Department of Human Resources.
2. Each approved year of military leave of absence is credited as a year of teaching experience on salary schedule. Approved Americorp experience earned after July 1, 1999 will be credited as a year of teaching experience on the salary schedule.
3. The teacher retains his/her Personal Sick Leave Account and Retirement Insurance Account but does not accumulate additional personal illness days.



4. Upon return from military leave the teacher is assigned to his/her former assignment or a position of like status providing he/she is qualified for said assignment.
5. The teacher must indicate his/her intention for reemployment within ninety (90) days of his/her armed forces termination date; if the teacher is hospitalized for a service-connected disability during the ninety-(90) day period, he/she must indicate his/her intention for reemployment within ninety (90) days of the hospitalization release date.
6. The teacher retains his/her right to continue insurance protection provided by insurance programs available via the Collective Bargaining Agreement, providing the teacher maintains the premiums required by such insurance.
7. The aforementioned provisions shall also apply to teachers for service in the Peace Corps or VISTA.
8. Teachers on temporary contract may be granted such leave(s), however, such leaves may not extend beyond the date of the expiration of the temporary contract.

## **VI - Factors - Personal - E**

### **E. SABBATICAL LEAVE**

1. The Board of Education budgets \$45,000 for sabbatical leaves for teachers for the purpose of advanced study and research.
2. Said individuals shall have served at least five consecutive years in the Madison schools in order to establish service eligibility for sabbatical leave.
3. Either one year's leave at half pay or one semester's leave at full pay may be granted.
4. The recipient of a sabbatical leave must agree by contract to return to the Madison system and render at least two full years of service following the sabbatical leave, or to repay the sabbatical leave fund amounts received as stipulated in the contract. Teachers who receive sabbatical leaves will be permitted to return to the position held at the time the leave was granted.
5. Application for sabbatical leave shall be made to the Sabbatical Leave Committee consisting of three (3) appointees by the Superintendent, three (3) appointees by the President of Madison Teachers, and a seventh who is mutually selected. The committee shall carefully consider the value to both the teacher and Madison school system of the proposed study and/or research. The Committee's decision(s) as to the recipients of such leave shall be final.
6. If a recipient of a sabbatical leave receives income from employment or from scholarship aid or emolument funds from other sources during the time he/she is on sabbatical leave, the Board of Education shall reduce the sabbatical leave payments, otherwise payable, by an amount equal to such income to the extent when such income, when added to the sabbatical leave payments, exceeds the salary which the recipient would have received if he/she had signed an individual teacher's contract for full time employment.

7. The recipient will advance via yearly increments while on Sabbatical Leave.

**VI - Factors - Personal - F**

**F. RELIGIOUS HOLIDAYS**

1. The Board of Education will allow absence from work subject to the terms set forth below for the purpose of observing religious holidays providing the doctrine of the teacher's religion and the teacher's religious convictions prohibit the teacher from working on such holiday. The employee may elect to utilize sick leave provided for under Section VI-A-1 in order to remain in paid status on such observance day(s). If the employee does not elect to utilize sick leave provided for under Section VI-A-1, such days shall be without pay. The employee shall notify the District of his/her intent to utilize sick leave days when making his/her application as set forth below.
2. A request for absence for the purpose of observing religious holidays shall be made in writing to the Director of Department of Human Resources at least ten (10) school days prior to the requested absence, except for religious holidays that are celebrated between the first day of school and September 15. In the event of the latter, a seven (7) school day prior notice is required.

**VI - Factors - Personal - G**

**G. EXCUSED AND UNEXCUSED ABSENCES**

1. 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 three (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.
2. If school is in session, a teacher is not paid for an absence the teacher claims was caused by inclement weather.
  - a. The Superintendent may review on request circumstances and conditions involved in all such cases.
3. A teacher is to remain on the job until school officially recesses before a vacation.
  - a. A principal may excuse the teacher who has no assigned responsibilities involving the teaching or supervision of students the last hour of the school day.
4. A teacher is not paid for time away from his/her assigned responsibilities to officiate or judge school or other contests or meets unless such activity is part of and contributes to the school program and the teacher absence is approved by an Assistant Superintendent.

**VI - Factors - Personal - H**

## **H. VISITATION DAY**

1. One day per teacher contract year is granted to the teacher to observe, by visitation, good instructional practices in other schools. Said visitation day may not be taken after April 23 of each school year.
  - a. The teacher's request for a visitation day is submitted to the principal for approval; the principal may request a teacher to have a visitation day.
  - b. The teacher is reimbursed for visitation expenses providing the visitation day was requested by a school supervisor or administrator.
  - c. This provision does not apply to temporary contract teachers.
2. The above provision shall not apply to school nurses; however, said employees shall have time available to allow them to provide assistance to, or to observe other Health Services professionals within the District with prior approval from the nurse practitioner and building principal. Visitation outside the District may be granted by the Health Services Coordinator.

## **VI - Factors - Personal - I**

### **I. PROFESSIONAL CONFERENCE**

1. The Board of Education recognizes the importance of improving the professional and administrative functions of a staff member through his/her attendance at a professional meeting in his/her respective field.
2. A request for a staff member's attendance at a professional meeting may be approved by the Superintendent of Schools upon the recommendation of an appropriate administrator.
3. Expenses considered germane to attendance that may be reimbursed by the Board of Education are:
  - a. Registration
  - b. Travel
  - c. Lodging
  - d. Meals
  - e. Gratuities
  - f. Miscellaneous, as itemized
4. A staff member who requests attendance at a professional meeting in his/her field of teaching and pays his/her own expenses may be permitted to attend without loss in pay providing a suitable substitute teacher is procured.
5. A staff member who is invited on an honorarium basis to attend a professional meeting for the purpose of being a participant on the official program does so with loss of pay and without expense reimbursement.

- a. When appearance on a program is incidental to attendance at a professional meeting in the teacher's field, the teacher pays his/her expenses but does not lose pay.

**VI - Factors - Personal - J**

**J. STATE TEACHERS' CONVENTION**

1. When the Wisconsin Education Association and the American Federation of Teachers state conventions are scheduled on different dates, the certified bargaining agent for the teachers employed by the Board of Education shall designate, subject to legal limitations, which convention is to be the official convention.
2. A teacher who does not attend the official convention shall work in his/her assigned school at professional work.
3. Psychologists, social workers, speech and language therapists, physical and occupational therapists, nurses, and counselors may, at their option, attend other appropriate professional conventions/conferences as determined by the parties to this Agreement so long as such consume no more than three days. Such, if so utilized, will be in lieu of the days set forth for attendance at the WEAC and/or SWEIO Convention(s).
4. No more than three (3) days per year are provided for convention purposes.

**VI - Factors - Personal - K**

**K. ROYALTIES**

Any royalties occurring from the sale to the Madison Metropolitan School District of any textbooks, published materials or other teaching equipment, written or created by a staff member, shall be refunded by such member to the Board of Education.

**VI - Factors - Personal - L**

**L. TUTORING**

1. A staff member shall not during the school year tutor for pay any student enrolled in the Madison Metropolitan School District without the written permission of the Superintendent of Schools.
2. No announcements may be made in the school by staff members who wish to tutor pupils during vacation periods.

**VI - Factors - Personal - M**

**M. SOLICITATION OF PARENTS**

An employee of the Madison Metropolitan School District shall not solicit for school purposes without the approval of the Board of Education.

**VI - Factors - Personal - N**

**N. POLITICAL ACTIVITY**

1. The Board of Education shall guarantee to teachers full equality with other citizens in the exercise of their political rights and responsibilities, such as voting, discussing political issues, campaigning for candidates, and running for and serving in public office, but teachers shall refrain from exploiting the institutional privileges of their professional positions to promote candidates or parties and activities.
2. When serving in a public office interferes with the teaching duties of a regular contract teacher, leaves shall be granted in accordance with Section VI-B.

**VI - Factors - Personal - O**

**O. GIFTS**

1. The acceptance of gifts of substantial value by certified or noncertified personnel from students or parents is prohibited.
  - a. Exception may be made by the Superintendent of Schools in case of bereavement, long illness, or death.

**VI - Factors - Personal - P**

**P. COMMERCIAL PRODUCTS ENDORSEMENT**

Employees of the Board of Education may appear on the TV and radio programs sponsored by taverns or firms that promote the sale of beer, liquor, or cigarettes providing the appearance is via video tape or recording and providing no endorsement of the sponsoring firm or product is stated or implied immediately prior to, during, or immediately following the appearance of the employee.

**VI - Factors - Personal - Q**

**Q. OUTSIDE EMPLOYMENT**

A member of the staff, during the period of his/her contract with the Board of Education, shall not engage in other employment or private enterprise for gain if such employment or private enterprise interferes or conflicts with the primary obligations of his/her contract with the Madison Metropolitan School District.

**VI - Factors - Personal - R**

### **R. TEACHER RESIDENCE**

Although there is no ruling stipulating the residence location of a teacher, the Board of Education encourages teachers to live within the school district.

**VI - Factors - Personal - S**

### **S. AVAILABILITY OF HEALTH SERVICES**

The Board of Education shall notify all teachers through the Staff News of all health services which the Madison Board of Health or Wisconsin State Department of Health may make available to teachers.

**VI - Factors - Personal - T**

### **T. TRANSPORTATION OF PUPILS IN PRIVATE CARS**

1. Teachers shall not be required by an Administrator/Supervisor to transport pupils in any private vehicle, other than his/her private car or station wagon (i.e., vans shall not be used unless such has been inspected as a school bus and driver has a school bus driver's license). No teacher shall be required or requested by an Administrator/Supervisor to transport pupils in his/her private car or station wagon, except under the following circumstances:
  - a. his/her immediate supervisor has previously approved such transportation, in writing, and;
  - b. his/her immediate supervisor has determined that such transportation is in compliance with the requirements of the Wis. Stats., and
2. Any teacher who is authorized, in writing, to transport students per this section, shall carry insurance in the amount of:
  - a. \$100,000 bodily injury liability for one person,
  - b. \$300,000 bodily injury liability for each accident,
  - c. \$50,000 for property damage.

The Board of Education pays this difference in premium between liability coverage of \$15,000/\$30,000/\$5,000 and the above (2, a, b, c). Upon the submission of evidence of such required amount to the Director of Business Services.

**VI - Factors - Personal - U**

**U. PERSONNEL FILES**

1. Teachers shall have the right to see all information in their personnel folder relating to their performance during employment in the Madison Metropolitan School District upon request.
  - a. Pre-employment recommendations, credentials, practice teaching or intern evaluations and medical reports are confidential and not subject to review by the teacher or his/her representative.
  - b. No official reports or derogatory statements about a teacher's conduct, service, character, or personality shall be filed by an administrator or supervisor unless the teacher is sent a copy at the same time. The teacher shall have the right to submit a response to the report or statement. The response shall be attached and filed with the report or statement in the teacher's official personnel file.
2. An individual or group representing a teacher shall be accorded the same opportunity to review all information in the teacher's file relating to the teacher's performance during employment in the Madison Metropolitan School District if the teacher consents in writing to the review.

**VI - Factors - Personal - V**

**V. LEAVE FOR UNION BUSINESS**

1. The District shall permit MTI representatives, upon the request of its Executive Director to the Assistant Director of Department of Human Resources, leave not to exceed twelve (12) days per year in total.
2. MTI will reimburse the District for the cost of the substitute who replaces said teacher. Such leave shall not be deducted from the individual's personal sick leave account.

**VI - Factors - Personal - W**

**W. EMPLOYEE ASSISTANCE PROGRAM**

If the Madison Metropolitan School District continues to offer an Employee Assistance Program, the District shall confidentially maintain all information provided to a person representing EAP, with the only exception being potential self-harm or harm to others. The District agrees it will not use any information made available to it via the aforementioned sources in disciplinary proceedings.

**X. DISTRICT/SCHOOL SPONSORED ATHLETIC EVENTS**

The Madison Metropolitan School District shall issue, upon request, a pass for the employee and his/her immediate family (including designated family partner) to all District/School sponsored athletic events.

**VII - Insurance - A**

**A. GROUP LIFE INSURANCE**

1. Group Life Insurance is available to teachers, including those employed under temporary contract, employed half-time (.5) or more effective the first day of the month following the completion of one month of employment. New hires will be provided by the District, along with other initial employment materials, application forms so they may enroll should they wish such coverage. A teacher may enroll within one month after becoming eligible for such coverage without having to provide evidence of insurability.
  - a. The life insurance policy shall enable coverage of designated family partners and their children as dependents in the same manner it is for other staff for purposes of dependent life insurance benefits.
  - b. Teachers who have enrolled in such coverage shall be able to continue such coverage, on a self-pay basis, when on a leave of absence or on layoff.
2. The Board shall contribute eighty-five percent (85%) of the premium for basic coverage for each teacher who opts for coverage in the group life insurance program. The teacher so participating shall contribute any premium payment required in addition to the Board's contribution. Such contributions shall be made via payroll deduction.
3. The benefit structure, as currently provided shall remain in effect until modified by mutual agreement.
4. Employee and employer participation for payment of premium is required.



**B. HEALTH INSURANCE**

1. The Wisconsin Physicians Service, Dane County Health Maintenance Program (HMP), 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]."
2.
  - a. Teachers new to the Madison Metropolitan School District who are hired to begin at the beginning of the school year shall have such coverage available effective September 1, provided completed applications for such coverage are received in the Benefits Department on or before the first day of New Teacher Orientation. For new teachers who submit their application for coverage after the first day of New Teacher Orientation and for teachers beginning employment after the first day of New Teacher Orientation, such coverage shall be available the 1st day of the month following one month of employment.
  - b. A teacher who is employed under temporary contract under Section IV-B of the Agreement and who qualifies for health insurance will have said coverage continue over the summer and for the subsequent school year if he/she is issued a contract, temporary or regular, for the ensuing school year by July 10.
  - c. Employees will be considered "new employees" for eligibility purposes when they seek to enroll in the District group plan because of loss of their insurance coverage. A "new employee" under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination of employment; (3) divorce; or (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance for the spouse via his/her employer, or (5) when the spouse of the employee, who has carried the family health insurance, experiences a significant reduction in benefits. Employees will also be considered "new employees" for eligibility purposes when their hours have been increased allowing them to qualify for health insurance benefits. They must submit application for insurance within 30 days of receipt of the notification of increased hours. The term "employees" when used for health insurance eligibility purposes shall refer only to current and eligible employees who seek to enroll in the District group plan and not to their spouses and/or dependents. Coverage under this section will become effective the first day following the termination date of the spouse's other coverage.

A bargaining unit member may, pursuant to the terms and conditions set forth in Addendum D-1, add his/her designated family partner as their spouse. In such cases, his/her designated family partner's dependent child(ren) may also be added.

3. Participation in the program is optional.
4. The School District shall contribute 90% of the monthly premium for both single and family coverage.
5. The benefit structure of the WPS Statewide PPO plan shall be that as agreed between MTI and the District under WPS Policy Group #1202.1.

- a. Prescriptions which are prescribed for periods in excess of a three-month period may be purchased in three-month lots, with one co-payment.
- b. The policy will be amended to include a thirty (30) day open enrollment period from October 15 through November 15 each year commencing on the ensuing January 1, and coverage for oral contraceptives and other physician prescribed methods of birth control, acupuncture, the refraction portion of the eye exam, to delete the section of the policy which limits the insurer's responsibility for care in a nursing home to the rate established for reimbursement under the Medical Assistance Program and to establish payment for such services at the usual customary and reasonable rate, and to extend nursing home care from thirty (30) to ninety (90) days, and to enable disputed claims to be decided by a permanent referee selected by MTI and the MMSD. Such amendments will also be incorporated into the Administrative Services Only (ASO) plan.

Effective July 1, 2005, the prescription drug co-pay shall be adjusted to \$6 (generic)/ \$15 (formulary)/ \$30 (non-formulary).

Effective January 1, 2008, the office visit co-payment shall be ten dollars (\$10) per visit.

Effective January 1, 2008, the emergency room visit co-payment shall be seventy-five dollars (\$75) per visit.

For non-emergent services out of network, except as provided via Beech Street, the employee is responsible for twenty percent (20%) of the costs to a maximum of \$800 per year, two (2) maximums per family per year.

Charges for mental health counseling, including counseling for alcohol and drug addiction do not apply to the out-of-pocket limits.

A \$250 per year maximum prescription co-pay for one taking non-formulary prescription drugs for which there is no formulary or generic alternative.

6. The Board shall offer the teachers the option of membership in a qualified health maintenance organization which is engaged in the provision of basic and supplemental health services in the areas in which the teacher resides, all in accordance with P.L. 93-222 and such regulations as the Secretary of Labor shall prescribe thereunder. The Board shall pay the premiums up to the

amount paid for the regular group hospital and surgical insurance but shall not be required to pay any more to such health maintenance organization than it is required to pay under provision VII-B-4.

Effective January 1, 2008, the office visit co-payment shall be ten dollars (\$10) per visit.

Effective January 1, 2008, the emergency room visit co-payment shall be seventy-five dollars (\$75) per visit.

7. Retirees: A teacher participating in one of the health insurance programs available under this Collective Bargaining Agreement may continue participation in one of the health insurance programs currently available under the Collective Bargaining Agreement following retirement provided they pay one hundred percent (100%) of the premiums for same directly to the insurance carrier, or via their Retirement Insurance Account (RIA), further provided they are over fifty-five (55) years of age upon retirement or under fifty-five (55) and eligible for the TERP.
  - a. Employees eligible for disability retirement benefits (i.e., Wisconsin Retirement System or Social Security) may continue with the Group Health Insurance Program provided they pay the full monthly premium.
  - b. Eligibility to remain under the Insurance Program will terminate upon eligibility for Medicare/Medicaid.
8. The District shall continue to contribute to health insurance premiums at the above rates through the month of August for teacher(s) who are laid off at the end of the prior school year. Teacher(s) who remain on the layoff (recall) list at the commencement of the following school year may continue their group health insurance while on layoff, for the period of time required by law provided they timely pay the full monthly premium beginning in the month of September.
9. Resignations:
  - a. If a teacher holding a regular contract submits a resignation with an effective date prior to the end of the school year, health insurance benefits cease at the end of the month following the month in which the termination is effective.
  - b. If a teacher holding a regular contract submits a resignation
    - 1) during the school year and with an effective date after the end of the school year,
    - 2) submits a resignation effective with the conclusion of the last day of the school year,

- 3) does not sign a contract for the next school year,  
health insurance benefits continue through the end of August.

#### 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.

#### 11. Health Insurance Benefits during Layoff:

An employee on layoff may continue group health 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.

#### 12. Health 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.
- 13. If death should occur to an employee who had been actively carrying designated family partner (DFP) insurance, his/her designated family partner and the partner's dependent children, if also enrolled, will continue to receive benefits which are in force at the time of the death of the employee, provided they pay the full premium, until the first of the following occurs:
  - a. Eighteen (18) months from the death of the employee; or
  - b. The partner elects to discontinue coverage in the District's benefits program.
- 14. The parties have created a plan to self-fund health insurance benefits (Administrative Services Only [ASO]) "The Plan". "The Plan" will be implemented when the parties mutually agree to do so.
  - a. Not less than thirty (30) days prior to implementation of "The Plan," the District shall provide each eligible bargaining unit member, who so elects, with the benefits of the Health Benefit Plan (The Plan). Bargaining unit members who select The Plan shall enjoy not less than the rights and health benefits which they enjoyed/would have enjoyed under Group 1202 on July 1, 2003 under Wisconsin Physicians Service Statewide PPO, under WPS Policy Group 1202 (hereinafter the Policy).
    - 1) For employees hired after the date of implementation, The Plan will be explained by the District or, at the District's option, by The Plan Administrator at employee orientation. Thereafter, the benefit booklet explaining The Plan's benefits will be timely distributed to each collective bargaining unit member who elects The Plan.
    - 2) Amendments to The Plan will be timely distributed by the District or, at the District's option, by The Plan Administrator to all Plan enrollees.
  - b. Modifications mutually agreed upon after December 31, 2000, and the inclusion of all state and/or federally mandated benefits [including COBRA], for those covered by health insurance, established henceforth on the effective date of the mandated benefit.
  - c. Be administered by WPS [*Provided the District receives a letter from WPS stating that they will administer the Plan. If WPS does not provide such a letter, The Plan will be administered by WPS or one of its subsidiaries*].

- d. The Plan shall be overseen by representatives: one appointed by the Board of Education, one appointed by the Madison Teachers Incorporated Board of Directors, and one mutually appointed. The representatives shall assist the parties in overseeing the administration of the Administration Services Only Plan, at the date of the switch to ASO as mutually agreed upon by the parties, and be delegated other responsibilities as agreed upon by the principal parties including serving as the final appellate body on claims, after the WPS appeals process is complete.

1) Claims Dispute Resolution:

- MTI, on behalf of an employee, may appeal, within sixty (60) days of receipt of a final decision by the insurer/ASO, to the ASO Oversight Representatives Committee. The decision of the Oversight Representatives Committee shall be final and binding and shall be rendered within twenty (20) days of hearing the appeal. The cost of the appeal and the fees/expenses of the mutual appointee shall be borne by The Plan.
- 2) The premium to fund The Plan will be established by the District and MTI, after receiving the recommendation of the Oversight Representatives, whose recommendation shall be resultant from their review of WPS' recommendation and the well-being of The Plan.
- e. Those who waive coverage can enter via Section VII-B of criteria or annual open enrollment.
- f. The Plan can only be amended in writing by mutual agreement of the parties. Signatories to be MTI's Executive Director and Superintendent or his/her designee.
- g. The District shall require The Plan Administrator to make all records and reports regarding the Plan available to both MTI and the District. The District shall further require The Plan Administrator to provide any reports or records provided to one party simultaneously to the other.
- h. All personally identifiable medical and benefit records to be kept confidential by the Plan Administrator and shall be exempt from disclosure pursuant to Sec. 19.36(1), Wis. Stats. Such records shall be released only with the prior, written, informed consent of the informed consent of the involved individual.
- i. Effective with the implementation of "The Plan," unless the parties mutually agree otherwise, the District will provide liability insurance for wrongful action under the ASO to be purchased by the District with limits of five million dollars (\$5,000,000) per incident.
- j. If The Plan and the provider are unable to come to an agreement and a participant is sued by the provider, the subscriber will notify The Plan in writing as soon as possible so that The Plan can make arrangements for the participant to be defended. The Plan will assume any liability a court determines was due from the participant to the physician solely because of

the charges. But the liability The Plan assumes does not include any part of the total charges due to either (1) a participant's intentional disregard of a physician's instructions in the course of treatment; or (2) neglect in paying charges for professional services, resulting in interest, collection costs, attorneys' fees and similar charges. Also, any liability The Plan assumes in this way will be limited to what is legally determined to be the reasonable value of the services performed, even if the participant contracted for a specific higher amount. It is agreed that the word 'subscriber' henceforth also means 'participant in The Plan,' and the word 'physician' as used herein also means 'provider.'

## VII - Insurance - C

### C. INCOME PROTECTION/LONG TERM DISABILITY

1. The Madison Metropolitan School District shall provide to teachers 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.
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. 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. 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.)
4. Benefits under this plan commence after seventy five (75) calendar days or fifty-five (55) work days of absence, whichever is sooner. An employee is allowed the use of accumulated sick leave during this waiting period. Sick leave is not available for wage continuation while an employee is eligible for LTD benefits.
5. The method of calculating monthly benefits shall be according to the following formulas:
  - a. First Year of Disability:
    - 1)  $\text{Annual Salary} \div \text{Paid Contract Days} = \text{Daily Earnings Rate}$
    - 2)  $\text{Daily Earnings Rate times (X) eighty percent (80\%)} = \text{Daily Benefit Rate}$

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 monthly as long as the teacher qualifies for same.

## **VII - Insurance - D**

### **D. RETIREE HEALTH INSURANCE**

1. Retired teachers may continue with the Health Insurance Program provided they are fifty-five (55) years of age or older at retirement or under age fifty-five (55) and eligible for TEERP, and pay 100% of their premiums. Premiums will be paid from the Teacher's Retirement Insurance Account (Sec. VII-G-6-a) until such is exhausted.
2. Retired teachers, upon reaching Medicare eligibility, may enroll in one of the Medicare Supplement Options available through the Health Insurance Provision. Premiums are paid by the retired teacher. Premiums will be paid from the Teacher's Retirement Insurance Account (Sec. VII-G-6-a) until such is exhausted.

## **VII - Insurance - E**

### **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 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:

1. There shall be no solicitation of employees during working hours by the authorized agents.
2. Solicitation may be made by the authorized agents in the following manner:



- a. Authorized agents may place advertising in the publications of Madison Teachers with an application for employees to complete requesting solicitation, or Madison Teachers may place such an application in its publication.
  - b. Authorized agents may contact a Faculty Representative of Madison Teachers during non-contract time in order to request the scheduling of a work site presentation.
  - c. The Faculty Representative may arrange for a time and location for said meeting. Such meetings may be held only after the contracted teaching day. Notice of such meetings may be posted in the school office and the employee lounge. Individual mailboxes shall not be used for this purpose.
3. The School District reserves the right to require a minimum total of five participants before establishing deductions for any new company. This provision may be invoked if the number of participating companies reaches thirty (30) and it is determined that the provision is necessary for efficiency of operation.
  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. Completed agreements will be submitted to the Department of Human Resources by the authorized agents.
  5. A minimum of ten dollars (\$10) per paycheck shall be permitted for payroll deduction. All other amounts must be in multiples of five dollars (\$5).
  6. The employee is responsible for computing a legally allowable maximum deposit.
  7. There will be ten (10) deductions for teachers paid monthly on a ten (10)-pay basis, and twelve (12) deductions for those on a twelve (12)-pay basis. For employees paid bi-weekly, a deduction will be made from each paycheck with the exception of those employed on a ten (10)-month basis. Such employees will have deductions from each check except the four bi-weekly payrolls during the summer. The School District shall deduct the authorized amount from each participant's regular salary check and forward such directly to the company.
  8. Employees transferring into the Madison Metropolitan School District who have been enrolled in a tax deferred program in another school system may be permitted to continue said program with the approval of the Secretary of the Board of Education subject to the provision noted in #4 above.
  9. New enrollments are permitted anytime during the calendar year if the proper form is filed with the Secretary of the Board of Education. Forms must be received by the School District at least twenty (20) working days prior to a paydate 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) 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.)

## **VII - Insurance - F**

### **F. DENTAL INSURANCE**

The dental insurance carrier shall be Delta Dental. The policy shall be Delta Dental Policy Q20D02 dated October 1, 2005, and shall be self-funded. The provisions of the policy shall remain unchanged from that provided by WEA Trust.

#### **1. General Provisions**

- a. **Eligibility and Coverage:** Current teachers and their dependents who are eligible for the group health insurance program, including teachers opting for GHC, are eligible and are covered by this dental insurance program. Teachers shall become eligible for dental insurance under the same criteria as health insurance. All bargaining unit members who are employed half-time (.5) or more are eligible for dental insurance coverage.
- b. **Leave of Absence, Layoff and Retirement:** Teachers on leave of absence or layoff, or who retire, may continue their coverage under this dental insurance program on the same basis as they would continue their health insurance coverage while on leave of absence, layoff, or upon retirement.

2. Benefit Structure

a. Maximums: \$1,000 per person per policy year (January 1 - December 31)  
Orthodontia: \$2,000 lifetime per person  
Preventive: Twice per year

b. Deductible: Preventive \$0  
Basic Benefits \$0  
Major Services \$0  
Orthodontia \$0

c. Co-Insurance\*:  
Preventive 100% UCR  
Basic Benefits 50% UCR  
Major Services 50% UCR  
Orthodontia 65% UCR

\* Reimbursement Subject to Reasonable and Customary Fee

d. Description of Benefits:

- 1) Preventive: Bitewing X-Ray  
Cleaning  
Fluoride Treatments (dependents under age 17)  
Examinations  
Sealants  
Panoramic X-Ray (Once per 24-month period)
- 2) Basic Benefits:  
Extractions (Local or General Anesthesia)    Periodontics  
Fillings    Root Canal Therapy  
Oral Surgery    Denture Repair  
Inlays    Crown Restoration  
Emergency Treatment to Relieve Pain    Prophylaxis  
Space Maintainers (Dependents under Age 19)    Endodontics
- 3) Major Services:  
Crowns    Bridges  
Dentures    Onlays  
Implants
- 4) Orthodontia: All procedures

*Note: Preauthorization is recommended for any dental service expected to exceed \$300.*

e. Exclusions #: No benefit will be provided for dental services if:

- 1) Covered by Worker's Compensation or similar legislation, regardless of whether the participant elects to claim its benefits.
- 2) Furnished by the United States Veterans Administration, any federal or state agency, or any local political subdivision, when the participant or his/her property is not liable for their costs.
- 3) Required because of an injury, sickness or disease caused by atomic or thermonuclear explosion, or radiation resulting there from, or any type of military action whether friendly or hostile.
- 4) Performed for cosmetic purposes.
- 5) Performed either before the effective date or after the termination date of the participant's coverage under this contract.
- 6) For replacement of lost or stolen dentures or other prosthetic devices.
- 7) Surgical services are covered by a health insurance plan.
- 8) Charges exceed the carriers Reasonable and Customary amount.
- 9) Crowns, bridges or dentures are replaced prior to five (5) years, then a prorated amount is paid.

# This is a partial listing of exclusions.

- f. Coordination of Benefits: If an eligible member has dental benefits under other group plan(s), the MMSD plan will coordinate allowance expenses from this plan with the other plan(s). An "allowable expense" is a necessary, reasonable and customary charge for an item covered at least partly by one or more plans covering the person making the claim.

When another plan is primary, the MMSD plan is the secondary plan. Depending on the benefit paid by the primary plan, up to one hundred percent (100%) benefit between the two plans, but not more than that, may be paid. The secondary plan's payment may be reduced when the sum of all plans' payments exceed the allowable expense.

### 3. Employer Contribution

The District shall contribute:

- a. The School District shall contribute ninety percent (90%) of the monthly premium for both single and family coverage. Those who have a designated family partner pursuant to Addendum E shall qualify for family coverage.

## **VII - Insurance - G**

### **G. INCOME CONTINUATION PLAN**

1. Definitions:

- a. Long Term Disability, hereinafter referred to as LTD, is an income protection insurance program provided under this Agreement.
- b. Disability, as reported by a physician and defined by the LTD Insurance Contract.
- c. Sick Leave, shall mean earned personal illness leave. The sick leave days remaining at the end of any school year shall be known as "earned" and "accumulated" sick leave. Same shall be accumulated in accordance with Section VI-A, except as modified by this Section VII-G.
- d. Personal Sick Leave Account, hereinafter referred to as PSLA, is an individual teacher's accumulation of sick leave days which may be used for any disability up to a maximum of fifty-five (55) sick days or for any reason(s) as authorized by this Agreement, except as herein modified.
- e. Sick Leave Bank, hereinafter referred to as SLB, is defined as a reserve of sick leave days, beyond any individual accumulations, which is deposited by teachers for use by any eligible teacher as defined herein, during periods of extended disabilities.
- 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 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 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.

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) 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 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. Before receiving sick leave day(s) from the SLB, 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 shall not exceed forty-four (44) consecutive work days.
2. 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 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.



(2) Use of Funds in the Retirement Insurance Account: These funds will be utilized to pay the full premium of the teacher's continued participation in the life, long term care, dental, hospital, surgical, and medical group insurance plan or Medicare supplement then in force for employees until said funds are exhausted.

- (a) Employees who (1) retire; (2) have spouses actively working on the District's staff at the time of retirement; (3) transfer to their spouse's District coverage, may, at the option of the employee, bank their retirement insurance account until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.

Employees who (1) retire; (2) are participating in TERP, may, at the option of the employee, bank their retirement insurance account until such time as they elect to utilize it.

- (b) Upon retirement, a teacher may switch his/her health and dental insurance coverage to that of a working spouse and return to coverage available under the Collective Bargaining Agreement at such time as a qualifying event occurs. The retiree under this section must submit application for insurance, with evidence of the qualifying event, within thirty (30) days of the loss of family coverage as a result of the following qualifying events: (1) their spouse's death; (2) their spouse's termination; (3) divorce; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance for the spouse via his/her employer; or (5) when the spouse of the employee who has carried the family health insurance experiences a significant reduction in benefits.

- b. In the event a new health insurance program is established for teachers employed by the Madison Metropolitan School District, retired teachers shall be eligible to participate in same with their premiums being paid from their RIA.
- c. If a retired employee dies and is receiving benefits under Section VII-G-6, his/her spouse or designated family partner 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.
- d. Teachers who continue on LTD more than three months may elect to use their RIA to pay the total health insurance premiums for month thirteen and thereafter.
- e. Eligibility: 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.

## 7. Division of Days: PSLA and RIA



At the conclusion of each school year, one's remaining earned sick leave will be divided with seventy percent (70%) being deposited in his/her PSLA and thirty percent (30%) in his/her RIA, to the maximums referenced above.

8. Teachers who are returning to the Madison Metropolitan School District within twelve (12) months of a termination shall have all of their accumulated personal illness leave and accounts reinstated.
9. This provision does not apply to temporary contract teachers.

## **VII - Insurance - H**

### **H. REIMBURSEMENT FOR LOSS OF, OR DAMAGE TO, PERSONAL PROPERTY**

1. Private Cars, Station Wagons or Vans.

A teacher may, as part of his/her duties, be required or requested by an administrator/supervisor to transport students in his/her private car, station wagon or van (which seats 6 or less).

The District shall reimburse teachers for the cost of repairing any damage caused to such private vehicle, station wagon or van (as above defined), whether accidentally or intentionally caused, by student(s) being transported by a teacher.

2. Damage to Vehicle: Bargaining unit members who in the prudent course of duty have their vehicle damaged by vandalism shall receive reimbursement for the damage of the vehicle provided all of the following conditions are met:
  - a. The bargaining unit member was on paid status at the time the damage occurred to his/her vehicle.
  - b. The teacher requested law enforcement come to the site to file a report. If the law enforcement refuse such service, police documentation as to the date and time of the call for assistance shall suffice. The Madison Police Department self-reporting form shall suffice as "police documentation."
  - c. The maximum amount of reimbursement that the District would provide to an eligible bargaining unit member under this section is limited to the lesser of two hundred and fifty dollars (\$250), the actual cost of the repair or the actual deductible reimbursement amount.
  - d. In order to receive reimbursement from the District the teacher shall subrogate to the District his/her ability to recoup the amount of damages provided to teacher under Section VII-H-2-d and the teacher shall provide to the District department of motor vehicle documentation demonstrating that the vehicle is registered to the teacher.
  - e. The request for reimbursement shall be filed with the District's Department of Human Resources.

3. Personal Property Utilized in the Educational Process with the Written Approval of the Administration.

A teacher may, in his/her discretion, or at the request of an administrator or supervisor, bring personal property upon the District premises for use in the educational process.

The District shall reimburse such teachers for the cost of repairing or replacing such property if it is damaged or destroyed upon the school premises, provided, however, that the involved teacher has notified his/her principal or supervisor of his/her bringing such personal property on the school premises for use in the educational process, on a form to be provided by the District and has further obtained, in writing, on said form, his/her principal or supervisor's approval for his/her doing so.

Principals and/or supervisors shall not approve personal property use under this provision if the property can otherwise be obtained in the District. The principal shall indicate the appropriate time period (i.e. days or hours) covered by the approval, and said time period shall not include days when school is not in session for more than two days. The teacher who uses personal property pursuant to this section shall take precautions with said property to the degree of care that a reasonably prudent owner would exercise.

4. Personal Property Damaged as a Result of Battery Being Committed Upon an Employee.

The District shall reimburse employee(s) for the cost of repairing or replacing personal property which is damaged or destroyed as a result of a physical altercation initiated by a student.

#### RESTRICTIONS APPLICABLE TO ABOVE PROVISIONS

1. Damage and/or loss due to teacher negligence is excluded from the above coverage provisions. The bargaining unit member was not disciplined or discharged by the District for his/her involvement in the incident that resulted in the damage to the employee's vehicle.
2. Damage or loss for any individual claim shall be limited to \$350 per claim except for a claim under #4 above which shall be limited to \$450 and a claim under #2 which shall be limited to the lesser of \$250, the actual cost of the repair or the actual deductible reimbursement amount.
3. Within five (5) days of any loss or damage herein, the teacher must submit a claim form to his or her principal for reimbursement for all items except under #2, damage to vehicle. The principal or supervisor will approve or deny said claim within ten (10) days. Claims for items listed under #2, damage to vehicle will be filed with the District's Department of Human Resources.
4. Disputes arising under these provisions shall be resolved by submitting the same to an independent third party chosen by the District and MTI. The costs of this procedure, if any, shall be shared equally by the parties.
5. Teachers who receive reimbursement under this agreement shall cooperate with the District in any and all attempts to recover damages from the student or parents of said student.

6. The above agreement does not include damage to vehicles parked on school property except as provided for in Section VII-H-2.

## **VII - Insurance - I**

### **I. LONG TERM CARE**

The District will offer a voluntary long term care insurance program, mutually agreed to by the parties. All bargaining unit members who are employed half-time (.5) or more are eligible for long term care insurance. The long term care insurance premium will be paid in full by the employee. The cost of the premium will be deducted on a schedule of premiums from the insurance carrier.

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

### **A. CONTRACT PRINTING**

The Collective Bargaining Agreement shall be printed and distributed to all teachers at the expense of the Board of Education. The parties will make every reasonable effort to accomplish same within sixty (60) days of a completed camera ready copy.

## **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 to June 30, 2009, the duration of this Collective Bargaining Agreement.

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

### **C. EXPENSE OF TRANSCRIPTS**

If a transcript of hearing is desired the party so desiring will bear the cost. If mutually agreed between the parties, or if the other party desires a copy the cost shall be shared.

## **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, workstoppages or slow downs during the life of this Agreement, i.e., for the period commencing July 1, 2007 and ending June 30, 2009. 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.

**VIII - Other Board and MTI Agreements - E**

**E. SEVERABILITY CLAUSE**

If the preceding Agreement is declared void by a court in whole or in part, then, to that extent, the Agreement shall be void, but to no greater extent than so declared.

THIS AGREEMENT SHALL BE BINDING ON THE PARTIES TO THIS AGREEMENT.

BOARD OF EDUCATION OF THE MADISON  
METROPOLITAN SCHOOL DISTRICT

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Date Signed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

MADISON TEACHERS INCORPORATED

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Executive Director

Date Signed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

## 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 - June 30, 2009. 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 Collective Bargaining Agreement, as follows:

Index  
(100 =  $.0007 \times \text{Teacher Base}$ )

	<u>Index</u>	<u>2007-08</u>	<u>2008-09</u>
Level 1 (1st year of service)	100 - \$1.50	21.30	21.54
Level 2 (2nd year of service)	100 - \$ .50	22.30	22.54
Level 3 (3rd year of service)	100	22.80	23.04
Level 4 (4th year of service)	105	23.94	24.19
Level 5 (5th year of service)	110	25.08	25.34
Level 6 (6th year of service)	115	26.22	26.50
Level 7 (7th year of service)	120	27.36	27.65
Level 8 (8th year of service)	125	28.50	28.80
Level 9 (9th year of service)	130	29.64	29.95
Level 10 (10th year of service)	135	30.78	31.10
Level 11 (11th year of service)	140	31.92	32.26
Level 12 (12th year of service)	145	33.06	33.41
Level 13 (13th year of service)	150	34.20	34.56
Level 14 (14th year of service)	155	35.34	35.71
Level 15 (15th year of service)	160	36.48	36.86

- 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	36.48	36.86
Level 16 (17 <sup>th</sup> and 18 <sup>th</sup> years of service)	Level 15 + 2%	37.21	37.60
Level 17 (19 <sup>th</sup> and 20 <sup>th</sup> years of service)	Level 16 + 2%	37.95	38.35
Level 18 (21 <sup>st</sup> and 22 <sup>nd</sup> years of service)	Level 17 + 2%	38.71	39.12

Level 19 (23 <sup>rd</sup> and 24 <sup>th</sup> years of service)	Level 18 + 2%	39.48	39.90
Level 20 (25 <sup>th</sup> and 26 <sup>th</sup> years of service)	Level 19 + 2%	40.27	40.70
Level 21 (27 <sup>th</sup> and 28 <sup>th</sup> years of service)	Level 20 + 2%	41.08	41.51
Level 22 (29 <sup>th</sup> and 30 <sup>th</sup> years of service)	Level 21 + 2%	41.90	42.34
Level 23 (31 <sup>st</sup> and 32 <sup>nd</sup> years of service)	Level 22 + 2%	42.74	43.19

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 - June 30, 2009. 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 Collective Bargaining Agreement as follows:

<u>Step</u>	<u>Index</u>	<u>2007-2008</u>	<u>2008-2009</u>
1 1st year of employment	100	20.30	20.54
2 2nd year of employment	108	21.92	22.18
3 3rd year of employment	113	22.94	23.21
4 4th year of employment	118	23.95	24.24
5 5th year of employment	123	24.97	25.26
6 6th year of employment	128	25.98	26.29
7 7th year of employment	133	27.00	27.32
8 8th year of employment	138	28.01	28.35
9 9th year of employment	143	29.03	29.37
10 10th year of employment	148	30.04	30.40
11 11th year of employment	153	31.06	31.43
12 12th year of employment	158	32.07	32.45
13 13th year of employment	163	33.09	33.48
14 14th year of employment	168	34.10	34.51
15 15th year of employment	173	35.12	35.53

\* 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>2007-2008</u>	<u>2008-2009</u>
Level 15 (15 <sup>th</sup> , 16 <sup>th</sup> years of service)	173	35.12	35.53
Level 16 (17 <sup>th</sup> , 18 <sup>th</sup> years of service)	Level 15 + 2%	35.82	36.24
Level 17 (19 <sup>th</sup> , 20 <sup>th</sup> years of service)	Level 16 + 2%	36.54	36.96
Level 18 (21 <sup>st</sup> , 22 <sup>nd</sup> years of service)	Level 17 + 2%	37.27	37.70
Level 19 (23 <sup>rd</sup> , 24 <sup>th</sup> years of service)	Level 18 + 2%	38.02	38.45
Level 20 (25 <sup>th</sup> , 26 <sup>th</sup> years of service)	Level 19 + 2%	38.78	39.22
Level 21 (27 <sup>th</sup> , 28 <sup>th</sup> years of service)	Level 20 + 2%	39.56	40.00
Level 22 (29 <sup>th</sup> , 30 <sup>th</sup> years of service)	Level 21 + 2%	40.35	40.80
Level 23 (31 <sup>st</sup> , 32 <sup>nd</sup> years of service)	Level 22 + 2%	41.16	41.62
Level 24 (33 <sup>rd</sup> , 34 <sup>th</sup> years of service)	Level 23 + 2%	41.98	42.45

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

## **ADDENDUM C**

RE: Teachers Who Work During Summer Only and Non-Faculty Personnel

1. The extra duty positions listed on the Extra Duty Compensation Schedule (Section III-L-12) of the Collective Bargaining Agreement are teacher bargaining unit positions.
2. Teachers, be they faculty or non-faculty personnel, performing in an extra duty position shall be paid pursuant to the provisions of Section III-L.
3. The District will deduct dues or a fair-share, as the case may be, from the wages or salaries paid to non-faculty personnel employed in the positions listed on the Extra Duty Compensation Schedule (Section III-L), all as provided in Sections III-E-2 and III-E-3 of the Collective Bargaining Agreement. The dues or fair share for non-faculty personnel shall be (1) uniform, (2) deducted once annually from an individual's first pay period and (3) shall be limited to only one deduction regardless of the number of extra duty positions a person fills in one school year. If the District inadvertently misses a union dues or fair share deduction of a non-faculty extra-duty personnel employee who only receives one payment from the District then the District shall not be liable to MTI for any deduction missed.
4. No other provision of the Teachers' Collective Bargaining Agreement is applicable to the non-faculty personnel filling extra duty positions other than those provisions referred to herein.

## **ADDENDUM D**

### **PROCEDURES FOR DESIGNATION OF "FAMILY PARTNER"**

Purpose: The procedure for designating a "family partner" to access specified benefits set forth in the Collective Bargaining Agreement, is as follows:

A person designated in writing on an agreed upon form, and filed with the District's Department of Human Resources by the teacher as one's family partner shall make the teacher eligible for certain benefits set forth in the Agreement which include "designated family partner."

1. Upon initial employment by the Madison Metropolitan School District, unmarried employees will be offered an opportunity to designate a single "family partner."
2. Current MMSD employees who wish to designate a "family partner" must complete a designation form, and submit same to the District's Benefits Manager, prior to being eligible to use the terms set forth in the Agreement.
  - a. Employees designating a "family partner" must be unmarried;
  - b. Only one "family partner" designation may be on file for a given employee at any time;
3. One copy of the "family partner" designation form shall be returned to the employee and the original placed in a limited access file separate from the employee's personnel file, and shall be kept in the office of the District's Benefits Manager.
4. "Family partner" designations may be withdrawn by the individual who filed by filing a written notification with the District Benefits Manager.

ADDENDUM D-1

CRITERIA: HEALTH BENEFITS  
TO DESIGNATED FAMILY PARTNERS

- PARTICIPANTS MUST BE IN A COMMITTED RELATIONSHIP (RELATIONSHIP OF MUTUAL SUPPORT, CARING AND COMMITMENT AND INTEND TO REMAIN IN SUCH A RELATIONSHIP IN THE IMMEDIATE FUTURE)
- REGISTRATION OF DESIGNATED FAMILY PARTNER WITH EMPLOYER
- EACH REGISTRANT MUST BE 18 YEARS OF AGE OR OLDER
- REGISTRANTS MUST NOT BE MARRIED OR LEGALLY SEPARATED IN MARRIAGE, AND MUST NOT HAVE BEEN A PARTY TO AN ACTION OR PROCEEDING FOR DIVORCE OR ANNULMENT WITHIN SIX MONTHS OF REGISTRATION, OR, IF ONE HAS BEEN MARRIED, AT LEAST SIX MONTHS HAVE LAPSED, SINCE THE DATE OF THE JUDGMENT TERMINATING THE MARRIAGE
- COMPETENT TO CONTRACT
- NEITHER PARTNER IS CURRENTLY REGISTERED IN ANOTHER DESIGNATED PARTNERSHIP, AND IF EITHER PARTY HAD BEEN IN SUCH A REGISTERED RELATIONSHIP, AT LEAST SIX (6) MONTHS HAVE LAPSED SINCE THE EFFECTIVE DATE OF TERMINATION OF THAT REGISTERED RELATIONSHIP
- A PARTICIPANT MAY BE REGISTERED IN ONLY ONE SUCH PARTNERSHIP AT A TIME
- THERE MAY BE NO BLOOD TIES CLOSER THAN THAT PERMITTED FOR MARRIAGE, FOR ONE TO QUALIFY FOR DESIGNATED FAMILY PARTNERS REGISTRATION
- DESIGNATED FAMILY PARTNERS MUST LIVE TOGETHER TO QUALIFY FOR THIS BENEFIT (I.E. OCCUPY THE SAME DWELLING UNIT AS A SINGLE NON-PROFIT HOUSEKEEPING UNIT AND HAVE A RELATIONSHIP WHICH IS OF PERMANENT AND DOMESTIC CHARACTER)
- RELATIONSHIP MUST NOT BE MERELY TEMPORARY, SOCIAL, POLITICAL, COMMERCIAL OR ECONOMIC IN NATURE, I.E. THERE MUST BE MUTUAL FINANCIAL INTERDEPENDENCY

## **ADDENDUM E MENTORING**

### **I. Mentor Teachers - First Three Weeks of Employment**

Retired teachers and other qualified persons shall be allowed to offer their services on an unpaid volunteer basis to provide mentoring services to new teachers during the new teachers' first three weeks of employment. Such services shall include routine orientation assistance for new teachers during these three initial weeks of their employment. No other provisions of the Collective Bargaining Agreement shall be applicable to these mentor teachers. The selection and assignment of the mentor teachers shall be made by the District.

### **II. Mentoring for Teachers After the First Three Weeks of the Teacher's Employment**

For teachers, both probationary and non-probationary, who have completed at least three weeks of employment, the following teacher mentoring provision shall apply:

1. A joint committee consisting of three District appointees and three MTI appointees will be responsible for the establishment of and the rules for a mentor program, under which current or former members of MTI's "teacher" collective bargaining unit may assist teachers. Decisions of the Committee will be by consensus. If there is opposition by any Committee member, then four votes shall be necessary for a matter to be approved. Such mentor assistance will commence at the request of a District administrator. If such is to assist with overcoming a performance problem or in an area in which the administrator wishes the mentee to benefit from an area of expertise of the mentor, the administrator will outline in writing the matters with which the mentor's assistance is requested. A copy shall be timely provided, by the administrator, to the Executive Director of MTI.
2. Mentors shall be assigned by the Joint Committee, as is appropriate to the individual to be assisted. Mentor positions will be posted pursuant to the terms and conditions of the Collective Bargaining Agreement with the District establishing qualifications. If assistance is necessary more quickly than the Joint Committee can reasonably accommodate, the assignment can be made by the mutual agreement of the District Labor Contract Manager and the MTI Executive Director.
3. If the mentor selected is an actively employed teacher, he/she shall be released, for sufficient time, from his/her then current duties and a substitute provided, to enable mentoring during the regular work day. In such cases, the mentor will not be compensated additionally for said service during the work day. He/she, however, will be additionally compensated at the rate set forth in Section III-M (Diploma Completion Program) of the Collective Bargaining Agreement for time spent in preparation, travel, and counseling provided to the teacher, which time and/or counseling occurs before or after the mentor's regular work day. Mileage will be reimbursed pursuant to the terms and conditions of the Collective Bargaining Agreement.
4. Mentors who, at the time of selection, are teachers who have retired from the District will be placed in the teacher collective bargaining unit for the period they serve as a mentor. Except as set out in Section I above, the retired teacher mentor will be compensated at the rate of pay per hour which is generated by the track and level, when they were last

employed as a teacher in the District, using the salary schedule in effect at the time of service as the base for the calculation (annual  $\div$  192  $\div$  8).

5. The duration of the mentor's assignment shall be established by the Joint Committee in consultation with the administrator of the building/program in which the mentee is assigned.
6. All communication between the mentor and the mentee shall remain confidential, i.e. exclusively between them. The mentor shall not release information gained in his/her work with the teacher and shall not be involved either directly or indirectly in evaluating the teacher.



## **ADDENDUM F**

The Parties agree that the WPS policy in effect under Group 1202 on December 31, 1999 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 – June 30, 2009. 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.”

- 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
  - 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

- Effective July 1, 2007, 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>2007-08</u>	<u>2008-09</u>
1 1st year of employment	100	\$20.30	\$20.54
2 2nd year of employment	108	\$21.92	\$22.18
3 3rd year of employment	113	\$22.94	\$23.21
4 4th year of employment	118	\$23.95	\$24.24
5 5th year of employment	123	\$24.97	\$25.26
6 6th year of employment	128	\$25.98	\$26.29
7 7th year of employment	133	\$27.00	\$27.32

8 8th year of employment	138	\$28.01	\$28.35
9 9th year of employment	143	\$29.03	\$29.37
10 10th year of employment	148	\$30.04	\$30.40
11 11th year of employment	153	\$31.06	\$31.43
12 12th year of employment	158	\$32.07	\$32.45
13 13th year of employment	163	\$33.09	\$33.48
14 14th year of employment	168	\$34.10	\$34.51
Level 15 (15th, 16th years of service)	173	\$35.12	\$35.53
Level 16 (17th, 18th years of service)	Level 15 + 2%	\$35.82	\$36.24
Level 17 (19th, 20th years of service)	Level 16 + 2%	\$36.54	\$36.96
Level 18 (21st, 22nd years of service)	Level 17 + 2%	\$37.27	\$37.70
Level 19 (23rd, 24th years of service)	Level 18 + 2%	\$38.02	\$38.45
Level 20 (25th, 26th years of service)	Level 19 + 2%	\$38.78	\$39.22
Level 21 (27th, 28th years of service)	Level 20 + 2%	\$39.56	\$40.00
Level 22 (29th, 30th years of service)	Level 21 + 2%	\$40.35	\$40.80
Level 23 (31st, 32nd years of service)	Level 22 + 2%	\$41.16	\$41.62
Level 24 (33rd, 34th years of service)	Level 23 + 2%	\$41.98	\$42.45

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

#### B. WISCONSIN RETIREMENT SYSTEM

1. The District shall continue participation in the Wisconsin Retirement Fund so long as it is a part of a participating municipality as provided by Wisconsin Statutes or for the duration of the period of this Agreement, whichever is longer. With respect to earnings paid to participating employees who are members of the bargaining unit represented by MTI the District shall pay to the Wisconsin Retirement Fund the full amount in lieu of the retirement contribution required to be deducted from each payment of earnings by such participating employee.
2. All of such payments of contributions made by the District shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of said participating employees and all such payments of contributions made by the District shall be available for all Retirement Fund benefit purposes to the same extent as normal contributions which are deducted from the earnings of participatory employees, it being understood that such payments made by the District shall not be considered a municipal contribution.
3. A retired employee who is re-employed in this unit in the same classification by the District shall be compensated at that wage and step which said employee was earning at the time of their retirement. A retired employee who is re-employed in this unit shall be given credit for the employee's total months of service with the Madison Metropolitan School District for the Agreement provisions related to wages.

### C. PROBATIONARY PERIOD

Newly hired Bilingual Resource Specialists shall be on probation for up to the first three (3) years of employment and shall, during that period, have all the rights provided in this Addendum except the right to appeal a suspension or discharge to arbitration pursuant to Section II-B of the Agreement. However, the District shall provide to any suspended or terminated probationary employee, and the Executive Director of MTI, a statement setting forth the cause for such action. The probationary period may be extended by mutual agreement of MTI and the District. Any employee who is retained in a position covered by this Addendum beyond three (3) years of employment, unless extended per above, shall be considered to have completed his/her probationary period and no other notice shall be necessary to establish such status.

If a Bilingual Resource Specialist, who completed the probationary period in the Bilingual Resource Specialist's initial term of employment with the District, leaves the District for more than three (3) years, he/she shall serve a one (1)-year probationary period upon his/her return.

A probationary Bilingual Resource Specialist, who has been identified by his/her administrator as having a performance problem(s), may be denied requests for voluntary transfer during probation. A description of any performance problem will be reduced to writing by the administration and furnished to the Bilingual Resource Specialist and the Executive Director of MTI.

### D. EVALUATION

Probationary employees shall be evaluated annually, in writing, by the District. Concerns relative to an employee's performance shall be brought to the employee's attention in a timely manner. Employees who have achieved nonprobationary status shall be evaluated at least once every three years on a form mutually agreeable to the District and MTI. The evaluator shall review the evaluation with the employee and provide him/her with a copy of the completed instrument. The employee shall have the right to respond in writing to his/her evaluation. The response shall be attached and filed with the evaluation in the employee's official personnel file.

### E. SENIORITY

1. Accumulation – Seniority shall be within the classification of “Bilingual Resource Specialists.” An employee shall have his/her anniversary date established as the original date of last hire and shall be provided credit for all time followed by continuous service. An approved leave of absence shall not cause a break in seniority.
2. Loss of Seniority – An employee shall cease to have seniority if the employee:

- a. quits;
- b. is discharged for just cause;
- c. fails to return to work upon expiration of a leave of absence;
- d. fails to return to work after being on a medical/disability leave of absence for two years;
- e. is on layoff for more than twenty-four (24) months;
- f. fails, within seven (7) days after delivery of notice, to respond to recall from layoff when written notice by certified mail is sent to the employee at the last address appearing on the District's records;
- g. is absent without authorization in excess of five (5) consecutive days unless for circumstances beyond the individual's control (e.g., severe illness, automobile accident).

## F. FACTORS RELATING TO EMPLOYMENT – ASSIGNMENT

### 1. Assignment, Reassignment and Involuntary Transfer

#### Filling Positions

Vacant positions shall, whenever practical, be filled by a voluntary transfer of employees, except administrative transfers (involuntary transfers). The latter shall not be for arbitrary or capricious reasons.

Minimum qualifications, performance and experience shall be established by the District and equally applied to all persons. Posted positions will be filled on the basis of qualifications, as determined by the District. When qualifications are relatively equal between employees, the senior employee making application for said position shall be transferred/promoted.

Bilingual Resource Specialists may seek transfers by making application for such transfer to the Department of Human Resources, in writing, before the date when transfer requests are due. Vacant Bilingual Resource Specialists positions shall be filled when practical, by the voluntary transfer of employees, as determined by the District.

#### Job Posting

- a. Whenever a vacancy occurs, either as a result of termination, transfer (voluntary or involuntary) or the creation of a new position, and the District intends to fill such position, notice of such vacancy shall be posted for three (3) working days prior to the date requests for transfer are due. During the summer (first Friday after closing of school through two weeks prior to the beginning of school), the job posting period will begin on Fridays and the District will fax copies of job postings to MTI on the first day of the posting.

However, vacant positions which the employer intends to fill by an involuntary transfer need not be posted.

- b. Vacancies occurring during the two weeks prior to the first week of school and during the first two weeks of school need not be posted.
- c. Job posting notices shall include the work location, the minimum qualifications required of applicants, the procedure used to fill the position and other information which the employer deems necessary.
- d. Application forms shall be available to each employee. Such forms shall suggest that the applicant provide all information relative to his/her experience and training, related to the job applied for.

## 2. Discipline, Suspension, Discharge

- a. Employees shall not be disciplined, suspended with or without pay, and/or discharged without good cause.
- b. A suspension shall not exceed ten (10) working days, except as provided in “e” below.
- c. Written notice of discipline, suspension, and/or discharge and the reasons therefore, shall be provided in writing to the employee, at the time of such action, with a timely copy provided by the District to the Executive Director of MTI.
- d. MTI, on behalf of the disciplined employee may appeal such action within ten (10) working days after receiving a copy of the written notice per “c” above by filing a grievance with the Department of Human Resources per Level 3 of the grievance/arbitration procedure.
- e. If the grievance is submitted to arbitration the arbitrator may fashion a remedy without regard to the suspension time limit set forth in “b” above. The parties in attempting to resolve the grievance, may also by mutual agreement, extend such time limitation.

## 3. Work Year and Hours of Work

The work year for Bilingual Resource Specialists shall commence five working days prior to the first day of school for students and shall end the last day of school for students. Work days during the school year shall conform with the teacher calendar as set forth in Section V-K, except as noted herein. The hours of work shall be established and assigned by the supervisor. Full-time for BRS is an assignment of at least 37.5 hours per week. Bilingual Resource Specialists

working four (4) hours or more will be provided an unpaid lunch period. The unpaid lunch period shall be thirty (30) minutes.

4. Reassignment and Lay Off

- a. Bilingual Resource Specialists shall be assigned from the Doyle administration building on a district-wide basis (with the exception of the Lead BRS, Twelve-month BRS and Migrant Recruiter, which will constitute separate assignments for the purpose of reassignment and layoff); it is agreed, however, that the District-Wide As Directed (DWAD) Memorandum of Understanding does not apply to Bilingual Resource Specialists. When reassigning BRSs within the District, seniority, employee preference, and location will be considered.
- b. When the District determines it is necessary to reassign BRS staff, every reasonable effort will be made to maintain the number of hours per week currently worked by the employee to be reassigned. Full-time employees will not be reassigned to positions that are less than full-time except through use of the lay off procedure.
- c. When, in the sole judgment of the District, the District determines to reduce the number of BRSs employed by the District, such employees shall be laid off according to the following procedure:
  - 1) Bilingual Resource Specialists shall be laid off within the language area to which they are assigned in inverse order of seniority, provided the remaining BRSs in the language area are qualified to perform the work of the least senior BRS.
  - 2) The least senior Bilingual Resource Specialist may choose to:
    - a) Assume a BRS position held by the least senior BRS within another language, provided he/she is qualified for the position.
    - b) Be laid off.
    - c) Should the District determine that it is necessary to lay off any employee, the District will provide written notice to the employee so affected not less than two (2) weeks prior to the effective date of the layoff. A copy of the notice will simultaneously be sent to the Executive Director of MTI.  
Such employees, while on layoff, may continue insurance benefits, not to exceed thirty-six (36) months, if premiums for such coverage are paid monthly in advance to the District by the employee.



5. Recall

- a. The Employer shall maintain a list of employees who have been laid off for a period not to exceed twenty-four (24) months from the date such employees were laid off.
- b. Employees on layoff status shall be hired in the order of their seniority, before any new applicants are hired into positions for which laid off employees are qualified. Employees called back within a twenty-four (24) month period from date of layoff, shall return to the same step in the salary range they had attained prior to being laid off and shall receive full credit for all prior service. Employees laid off for a period of more than twenty-four (24) months, who are rehired, shall be treated as any new employee.

G. LEAVES OF ABSENCE

All requests for a leave of absence must be submitted on the Leave of Absence Request form. Such forms are available in each school's office. All medical, pregnancy and non-medical leaves are subject to the following conditions: a) Absences of consecutive days consisting of half or more of the paid days from the beginning of the contract year to the end of the first semester or from the beginning of the second semester to the end of the contract year will result in a full semester being counted toward the two-year limitation of leave of absence. Absences of less than half of the paid days will not count toward the two-year limitation of leave of absence; b) The leave of absence period is not credited as experience on the wage schedule; and c) No leave may exceed two years.

1. Non-Medical (without pay)

A non-medical leave of absence shall be granted to an employee under the following conditions:

- a. The employee has completed his/her probationary period.
- b. All non-medical leaves except academic, adoption or 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.
- c. Other than for academic leaves of absence or extension of same, a request for a leave of absence or a request to extend a leave of absence must be made through the Principal/Supervisor, to Department of Human Resources by March 1 for a leave of absence for the first semester or the ensuing school year. A request for an academic leave or for an extension of same must be

made to the Department of Human Resources by May 1 for the first semester or the ensuing school year.

- d. Requests for an academic or childrearing leave of absence for the second semester must be filed by December 1.
- e. The reason(s) for the non-medical leave request must be stated on the leave request form and shall include:
  - 1) Academic (a copy of the applicant's proposed academic plan and/or acceptance to an academic program shall accompany all academic requests)
  - 2) Career exploration (an explanation must accompany the request)
  - 3) Childrearing
  - 4) Adoption (may begin and conclude during a semester)
  - 5) Other

All leaves are subject to verification by the Department of Human Resources.

- f. Leaves referenced above for career exploration may not exceed one (1) school year. All other leaves may not exceed two (2) consecutive school years or four (4) consecutive semesters.
- g. Leaves and leave extensions may be granted to employees under either (1) or (2) below:
  - 1) Initial request: One (1) 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.
  - 2) Initial request: One (1) full school year  
Extension: One (1) extension consisting of the following school year.
- h. Academic and childrearing leaves may be repeated following one year of return to work. All other non-medical leaves may be repeated only after a three-year return to work.
- i. Upon the expiration of a leave of absence, an employee must return to work or resign his/her employment with the District.

- j. No leave will be granted which allows an employee to continue to work part time. An employee wishing to work less time than he/she presently works must seek the approval of the Department of Human Resources.
- k. The employee on leave may continue insurance benefits provided via this Agreement if premiums for such coverage are paid monthly in advance by the employee to the Madison Metropolitan School District.
- l. If the leave is for one semester, employees who receive leaves of absence pursuant to this Section shall be entitled to return to the position held at the time the leave was granted, if the position exists. If the position is no longer in existence, the employee shall be allowed to assume the position held by the least senior BRS working an equivalent number of hours, provided he/she is qualified for that position. If the leave is for more than one semester, the employee will be reassigned to the next available position for which he/she is qualified.

## 2. Pregnancy

- a. Pregnancy will be treated as any other temporary medical disability in accordance with the law. Thus, an employee may, with her doctor's consent, work as long as she is physically and emotionally capable of performing her professional duties. Pregnancy leaves may commence during the term of a semester. The employee shall provide Department of Human Resources and the principal a physician's statement as to the anticipated date of birth of the child and projected period of temporary disability. Such form, furnished by Department of Human Resources, is entitled "Physician's Pregnancy Confirmation." Medical information will be required by the District to support an employee's disability should the employee's physician certify disability in excess of six (6) weeks. An employee absent for such disability is expected to return to her professional duties when medically capable of returning. For the period the employee is considered by her physician to be temporarily disabled due to pregnancy said employee shall be entitled to receive, at her option, compensation and fringe benefits in accordance with this Agreement.
- b. An employee may request an unpaid leave of absence in conjunction with her pregnancy disability leave pursuant to Section G-3-b.

## 3. Medical

- a. A medical leave of absence shall be granted to an employee provided he/she supports his/her leave request with medical certification from his/her physician in order to:

- 1) Be paid via his/her Personal sick Leave Account and/or Sick Leave Bank while medically disabled.
  - 2) Retain the right to be returned to the position formerly held at the time the leave was requested for up to one (1) semester. If the leave is for more than one semester, or if the position is no longer in existence, the employee shall be allowed to assume the position held by the least senior BRS working an equivalent number of hours, provided he/she is qualified for the position.
- b. An employee temporarily absent (with or without pay) by reason of medical disability, which disability is expected to end during the term of a semester, may at the employee's option, extend such absence to the end of the then current semester provided written notice of such option (extension) is made to the Department of Human Resources prior to the commencement of such disability leave of absence.
  - c. Employees on leave of absence for medical reasons must have their physician complete a Return-to-Work form before they can resume work.
  - d. No medical leave will be granted which allows an employee to work part time unless a rehabilitation program is approved by the District. The District will notify the Executive Director of MTI, on a timely basis, when a plan is approved.
  - e. A medical leave may become effective during the term of a semester.
  - f. The Board shall continue to pay such insurance premiums as provided via this Addendum for the employee who is drawing compensation via one's Personal Sick Leave Account or Sick Leave Bank.

4. Snow Days or Emergency Situations

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 leave.

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.

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.

7. Parent-Teacher Conferences

Employees, upon request, will be granted time off to participate in their child's/children's parent-teacher conference provided the child's teacher(s) does not offer evening parent-teacher conferences. Requests shall be made to the employee's supervisor at least three (3) days in advance of the requested time off. An employee may use personal leave, take the time off without pay, or, with the approval of his/her supervisor, make up the time lost.

8. Twelve-Month Bilingual Resource Specialists

a. Holidays

1) Twelve-month BRSs shall be entitled to the following days off with pay or a compensatory day off in lieu thereof. Should an employee be required to work on any of the holidays listed in paragraph 2, such employees shall receive double time for hours worked in addition to holiday pay or compensatory time off at a straight time rate. All employees who work in the pay period in which the holiday falls and work their last scheduled shift before, and their first scheduled shift after the holiday, or are off on account of an excused absence, shall be entitled to regular holiday pay.

2) Holidays:

a) New Year's Day; b) Birthday of Martin Luther King Jr.; c) First Friday of Spring Break; d) Memorial Day; e) Independence Day; f) Labor Day; g) Thanksgiving Day; h) Day after Thanksgiving; i) December 24; j) December 25; k) December 31; l) one floating holiday with the permission of the employee's supervisor as to the date; and m) one floating holiday for 12-month bargaining unit employees to be taken between June 15 and August 15 with the permission of the employee's supervisor as to date (this floating

holiday will not be carried over for employee use beyond August 15).

- 3) If December 25 or New Year's Day falls on Saturday, either the previous Thursday or the following Monday shall be paid days off work to coincide with the Winter Break for that particular year (December of each year) as designated on the school year calendar. Independence Day shall be observed as a paid day off on the day designated by Congress.
- 4) In the event that December 25 and New Year's Day fall on a Sunday or Monday, the employees shall observe the December 24 and December 31 holidays on either the previous Friday or following Tuesday to coincide with the Winter Break for that particular year (December of each year) as designated on the school year calendar.
- 5) If any of the holidays in paragraph 2 fall on the employees' scheduled day off, the employees shall be given another day off at a time which is agreeable to the employees and the Department or Division Head.
- 6) An employee is not eligible for a floating holiday during the first six months of employment.

b. Annual Paid Vacation

1) Rate of Earning

Twelve-month BRS shall earn vacation leave as follows:

- a) First 36 months of service, .83 day per month of service (maximum of ten (10) days per year).
- b) 37<sup>th</sup> month through 79<sup>th</sup> month of service, 1.04 days per month of service (maximum of 12-1/2 days per year).
- c) 80<sup>th</sup> month through 132<sup>nd</sup> month of service, 1.25 days per month of service (maximum of 15 days per year).
- d) 133<sup>rd</sup> month through 192<sup>nd</sup> month of service, 1.46 days per month of service (maximum of 17-1/2 days per year.)
- e) 193<sup>rd</sup> month through 259<sup>th</sup> month of service, 1.67 days per month of service (maximum of 20 days per year).

- f) 260<sup>th</sup> month through 359<sup>th</sup> month of service and thereafter, 2.08 days per month of service (maximum of 25 days per year).
  - g) 360<sup>th</sup> month of service and thereafter, 2.16 days per month of service (maximum of 26 days per year).
- 2) Employees shall not be granted vacation credits until satisfactory completion of their first six (6) months of employment. Upon completion of six (6) months of satisfactory employment, employees shall be entitled to use vacation during the calendar year in which the vacation is earned, plus any earned but unused vacation credit from the probationary period which was earned during the previous year.
  - 3) The Employer shall designate vacation periods by job title or work location during which employees may select their vacations. The designated periods shall provide each employee the opportunity to use his/her vacation. Employees shall be entitled to select their vacations during periods so designated in a manner which shall allow those with the greatest seniority first choice. Vacations will be permitted during the school year in accordance with this provision and the requirements of the school functions.
  - 4)
    - a) The Employer agrees to provide each employee an opportunity to use all earned vacation credits annually and employees are encouraged to use vacation in extended periods of several days. This provision shall not, however, preclude variations in the use of vacation credits according to peculiar individual circumstances provided such variations shall be agreed to by the Employer.
    - b) Vacation days are earned and used on a calendar year basis, and unused days are not carried over from one employee's calendar year to another, except by recommendation of the employee's supervisor and approval of Human Resources, or per paragraph c) below.
    - c) In cases where carryover is approved, it shall be limited to five (5) days and carryover must be used prior to May 31 of the next year. In addition to the five (5) carryover days, an employee may request to deposit a maximum of five (5) unused vacation days in his/her sick leave account.

A request to carryover or deposit in an employee's sick leave account must be made not later than 5:00 p.m. on December 10.

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