

MEMORANDUM OF UNDERSTANDING
RE: Ready, Set, Goal Conferences

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

1. If the Board decides to continue Ready, Set, Goal (RSG) Conferences for a given school year, conferences shall be held for the parents of all pupils. Teachers who participate shall have sole discretion as to the time, date and place of the conferences. However, to the extent that the time selected would conflict with teaching duties, said time shall be approved by the building principal. If the teacher elects to hold the conferences during "new teacher" orientation, such shall be considered, for the purposes of this agreement, as being held during non-school days. If the teacher holds the conferences during regular school hours, the teacher shall be provided substitute coverage.
2. Tentative class lists, as they exist as of the last day of school, will be provided to teachers to enable them to schedule RSG during the summer, should they desire to do so. Prior to June 30 the principal will make available to teachers amended class lists, should such exist. Teachers will be provided their most current class list on or before the first New Teacher Day as defined in the Collective Bargaining Agreement.
3. Teachers who participate in the conferences, during times other than the scheduled school day(s)/hours, shall be compensated for such services, at their option, in accordance with the following:
 - a. In accordance with Section III-I of the Collective Bargaining Agreement, and/or
 - b. Via the accumulation of the time performing the services referenced above. Paid RSG leave is accumulated. Paid RSG leave will be taken at the option of the teacher. Teachers are encouraged to take such paid RSG leave during the first semester. For those who wish to take the leave during the second semester, notice should be submitted to the District by February 15. Such time, however, cannot be taken during the first or last two weeks of a semester; the week of Thanksgiving; the week before or after winter break or spring break; the week of SWEIO and WEAC conventions or the day after; and District inservice days, without the approval of the principal, or
 - c. As regards teachers who completed service pursuant to this Memorandum and whose request for leave pursuant to paragraph 3.b. above could not be accommodated due to the unavailability of a substitute teacher may, upon written notice to the principal by May 1:
 - i. request to be compensated for same pursuant to paragraph 3.a.(above); or
 - ii. have said day(s) added to the teacher's Personal Sick Leave Account (PSLA) or, if the teacher has the maximum amount in that account, the day(s) may be added to the teacher's Retirement Insurance Account (RIA). Any such days accumulated to one's RIA from RSG services are not subject to the PSLA or RIA maximum; or

Memorandum of Understanding

Ready, Set Goal Conferences

Page 2

iii. carryover one (1) paid RSG leave day into the following school year to be taken under the same restrictions set forth above.

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

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

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

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

MEMORANDUM OF UNDERSTANDING
RE: Gateway to Literacy

WHEREAS, literacy is a gateway to success; and

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

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

NOW, THEREFORE,

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

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

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

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

MEMORANDUM OF UNDERSTANDING
RE: LEA Representative

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

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

MEMORANDUM OF UNDERSTANDING

RE: LEA Representative

Page 2

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

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

MEMORANDUM OF UNDERSTANDING

RE: LEA Representative

Page 3

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

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

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

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

MEMORANDUM OF UNDERSTANDING

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

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

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

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

- a. At the time of the execution of this agreement the health risk assessment consists of a screening process with a nurse that may include blood pressure checks, blood checks, blood sugar, body fat, fitness profile and cholesterol. In addition, prior to a meeting with the nurse, the employee receives a personal wellness questionnaire to complete and bring to the nurse.
- b. The health risk assessment must be completed every other year for those employees who volunteer to take the assessment pursuant to paragraph c. below. The first health risk assessment shall be applicable for the 2009-2010 contract year (the next contract year shall be 2011-12 if this Agreement is continued).
- c. The eligible employee will have to select whether to participate in the health risk assessment on or before December 1, 2009. The selection should be made in writing on the District provided form that will be mailed to each individual employee. The District shall pay the full cost of the District approved health risk assessment for those employees covered by WPS-Statewide PPO or GHC-SCW and who choose to participate in the health risk assessment.
- d. New employees have thirty (30) calendar days to select whether to participate in the health risk assessment.
- e. The District will schedule health risk assessments four (4) times each school year. The District will offer the assessment on-site after school hours.
- f. The only information that the District will receive from the health provider is aggregate data indicating major health risks.

2. The District and MTI agree that this Agreement has no value as precedent and shall not be cited as a precedent by either the District or MTI in any interest arbitration proceedings or in any other disputes between the parties except for the sole purpose of enforcing the terms of this Agreement. The District and MTI also agree that this side bar agreement will not be considered as an existing fringe benefit under Section 111.70(1)(nc), Wis. Stats. MTI, by signing this document, explicitly waives its right to claim that the benefits provided in sidebar agreement are an existing fringe benefit under Section 111.70(1)(nc), Wis. Stats.
3. The parties agree that the implementation of this sidebar agreement does not affect any of the rights the District has under Section 111.70, Wis. Stats.
4. This Agreement expires on June 30, 2011, and shall not be considered the status quo, if any, during any contractual hiatus period unless both parties in writing agree to the continuation of this Agreement.
5. There will be no cost charged to Contract costing or to MTI members for this program.

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

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

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

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

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

NOW, THEREFORE,

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

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

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

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

MEMORANDUM OF UNDERSTANDING

RE: Assignment of Elementary Art, Music and Physical Education Staff

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

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

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

NOW, THEREFORE,

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

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

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

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

MEMORANDUM OF UNDERSTANDING
Re: Intermittent Absences and Sick Leave Bank Eligibility

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

Daniel Nerad
Superintendent
Madison Metropolitan School District

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

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

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

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

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

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

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

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

MEMORANDUM OF UNDERSTANDING

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

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

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

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

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

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

GUIDELINES FOR OPERATION

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

OPERATIONAL CRITERIA

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

4. It is further agreed by the parties to this Agreement, that participants in the Teacher Emeritus Retirement Program shall be eligible for participation in the Group Hospital and Surgical Insurance Program, Life and Dental Insurance Programs as set forth in MTI's "Teacher" Collective Bargaining Agreement with the District. Teachers and their spouse, regardless of whether both are employees, may elect separate single plans under the above with the premium for both individuals paid from the above-noted funds.

5. It is further agreed that the individual may elect to substitute in the District. Such service shall be compensated for as set forth in the United Substitutes Organization - MTI Collective Bargaining Agreement between the District and MTI and shall have no effect on the individual's participation in this program.

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

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

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

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

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

2. This Memorandum shall expire on November 30, 2009.

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

John A. Matthews
Executive Director
Madison Teachers Inc.

Date

Date

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

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

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

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

a) Model I

The District shall provide the certified teacher and site for District based 4-K program instruction under this Memorandum. The District and Union agree that certified teachers as defined above are District employees and, therefore, are members of the Union's bargaining unit. As such, they are subject to all terms and conditions of the Collective Bargaining Agreement between the District and the Union, and shall receive all wages, benefits and rights set forth in said Collective Bargaining Agreement.

b) Model II

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

c) Model III

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

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

5. MTI's representation rights under Section I B of the MTI/MMSD Collective Bargaining Agreement and under the Municipal Employment Relations Act continue without modification, and that any agreement to enable District funds to employ DPI Model III teachers will not be used in any way to claim precedent or exemption to the afore-referenced Contract provision. As regards any claims regarding employment under Model III, the District agrees to hold MTI harmless.
6. To support the prompt commencement of 4-K programming, MTI agrees that, for the duration of this Memorandum; i.e. ending June 30, 2015, it will forbear from any action demanding that 4-K teachers employed by 4-K providers PS/CCP (Model III) be deemed within its collective bargaining unit; i.e. Model III teachers are not members of MTI's bargaining unit for the duration of this Memorandum provided that,
 - (a) at no time during the term of this Memorandum will the number of such non-unit 4-K teachers (DPI Model III [FTE]), whose employment is/was enabled by District funds, exceed the number of 4-K teachers (FTE) employed by the District to perform 4-K services for the District pursuant to Models I and II. Full-time equivalent (FTE) for the purpose of this paragraph is defined as 7.5 hours per day, including a thirty (30) minute duty free lunch.
 - (1) That the total number of non-bargaining unit PS/CCP based 4-K teachers shall be reviewed by November 1 and March 1 each school year, during the term of this Memorandum, by a joint MTI-MMSD Task Force, three (3) appointed by the MTI Executive Director and three (3) appointed by the Superintendent, to assure compliance with the criteria set forth in 6(a) above, and to explore the potential to maximize the number of bargaining unit members performing said services under Model I or Model II.
 - (b) The District and Union agree that Section I B of the Collective Bargaining Agreement does not permit the District to allow or enable anyone other than an MTI represented District "teacher" to perform duties that require Department of Public Instruction certification. The parties further agree that the exception noted herein expires June 30, 2015.
7. That effective commencing with the period following expiration of this Memorandum, i.e. June 30, 2015, the 4-K teachers who were employed by providers under Model III, via funds made available by MMSD, shall be provided preferential hiring by the District for vacant positions for which they are certified/certificated, qualified, and for which external applications are being received. Upon said hiring, such individuals will become members of MTI's teacher bargaining unit. Seniority of said individuals will be established as of the date his/her service to the referenced provider (Model III) was impacted by District funds.

1. Model III Teachers Subsequently Employed by the District

(a) During the Term of the Memorandum:

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

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

(b) Subsequent to the Term of the Memorandum:

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

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

8. That the 4-K program will not be referenced as "early childhood".
9. The District and the Union agree that bargaining unit members shall not be affected by adverse actions such as layoff, surplus (except as provided below), and reduction of hours/contract percentage due to the District's establishment of, and continuance of community based 4-K [Model III] programs. Surplus shall only be permitted under a situation where the teacher is reassigned to a position in the same education program, e.g. early childhood, but the location(s) of his/her assignment changes.

10. That this Memorandum, except as provided in paragraph_#11 below, has no value as precedent and may not be cited as precedent by either the District or the Union in any interest arbitration proceedings or in any other disputes between the parties, except for the sole purpose of enforcing the terms of this Memorandum, and that this Memorandum will not be considered the status quo, if any, during any contract hiatus period after the expiration of this Memorandum as defined herein.

11. That other than to enforce the terms of this Memorandum which continue past June 30, 2015, i.e. Section 6(b), 7, 7(a), 7(b), this Memorandum expires June 30, 2015. If there is a delay in commencing 4-K later than 2010, the aforementioned expiration dates will be adjusted to enable the 4-K program to remain in effect for five (5) consecutive years.

For Madison Metropolitan School District

For Madison Teachers Inc.

Dan Nerad
Superintendent

John A. Matthews
Executive Director

Date

Date