

**UNITED
SUBSTITUTES
COLLECTIVE
BARGAINING
AGREEMENT**

**between
Board of Education
Madison Metropolitan School District
545 W. Dayton St.
Madison, Wisconsin 53703**

and

**Madison Teachers Inc.
821 Williamson St.
Madison, Wisconsin 53703**

July 1, 2007 - June 30, 2009

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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".

I - Recognition - A

A. COLLECTIVE BARGAINING REPRESENTATIVE

1. The Board of Education, pursuant to a Certification of Representatives for Madison Metropolitan School District (Case number XL No. 19636 ME-1242 Decision No. 14508-B dated January 31, 1977) made by the Wisconsin Employment Relations Commission on January 17, 1977 under criteria mutually agreed upon by the parties, recognizes Madison Teachers Incorporated as the exclusive collective bargaining representative for all per diem substitute teachers, including Off Campus Neutral Site Programming (OCP) teachers, but excluding all other employees and supervisors.
2. Notice to the Union: The Board of Education will provide the Union a written list once per month during the school year of the substitutes employed by the District. Such list shall be sent on or about the 1st of the month. It shall be understood that a substitute shall remain in the Bargaining Unit until such time as his/her name no longer appears on the list. Between the issuance of such lists the Union may verbally inquire and shall receive an answer regarding such membership.
3. Hereinafter the term "substitute" or "substitute teacher" refers to anyone in the USO-MTI Collective Bargaining Unit. Off Campus Neutral Site Programming (OCP) teachers shall be included in the above defined employee classification.
4. Hereinafter the term "Board", "Board of Education" or "District" refers to the "Madison Metropolitan School District."

I - Recognition - B

B. 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 extra-curricular nature as the Board of Education feels are of benefit to students.
 - d. To determine means and methods of instruction, 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 substitute 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 substitute teaching staff and the administrative staff whenever the Superintendent deems the advice and counsel pertinent.

I - Recognition - C

C. EFFECTIVE DATES

This document entitled United Substitutes Collective Bargaining Agreement between the Madison Board of Education and Madison Teachers Incorporated, July 1, 2007 through June 30, 2009 is effective as of July 1, 2007 and shall continue in full 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.

II - Procedure - A

A. CONFERENCE AND NEGOTIATION

1. This agreement is effective upon execution between the Board of Education for Madison Metropolitan School District, hereinafter referred to as the "Board of Education," and Madison Teachers Incorporated, hereinafter referred to as "Madison Teachers."
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 negotiations.
- b. Timetable - All items initially proposed for negotiations shall be presented as follows, unless modified through the mutual agreement of the parties:
 1. The presentation of the initial proposal for the succeeding Agreement shall be made on or about the 45th day prior to the expiration of the Agreement and shall be open to the public.
 2. The first negotiation session for the succeeding Agreement shall be scheduled by mutual agreement of the parties to be held on or about 45 days prior to the expiration of this Agreement and shall be open to the public. Subsequent sessions shall be closed unless the parties mutually agree otherwise.
 3. 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 substitutes 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 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. When agreement is reached, it shall be reduced to writing and when approved by Madison Teachers and the Board of Education, it shall be signed by duly authorized representatives.

II - Procedure - B

B. GRIEVANCE AND ARBITRATION PROCEDURE

- A. A "Grievance" is defined to be a dispute concerning the interpretation or application of any of the terms of this agreement which establishes wages, hours or other conditions of employment for the employees of the Board of Education for whom Madison Teachers is the collective bargaining representative.
- B. Time limits: The 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 of Education 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. School day or work day shall mean week days during the summer months.
- C. Grievances of substitute teachers will be considered and processed in the following manner:
 - 1. LEVEL 1:
 - a. The substitute teacher shall identify the grievance and attempt to resolve same through discussion with the principal or supervisor either by himself or with representation by Madison Teachers. The grievance shall be submitted to the principal or supervisor within twenty (20) school days after the employee knew of the cause of the grievance. If the act or condition reoccurs, the time limits will be renewed.
 - b. The principal or supervisor shall within five (5) school days after presentation of the grievance orally inform the employee and Union representative accompanying the employee, if any, of his decision.
 - 2. LEVEL 2:
 - a. If the grievance is not settled, Madison Teachers may then act on behalf of the aggrieved party or the substitute teacher, acting on his own, shall submit a written grievance to the principal or supervisor. 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. This written statement must be submitted to the principal or supervisor within five (5) school days of the oral answer received at Level 1.

- c. Within five (5) school days after receiving the written grievance, the principal or supervisor shall deliver a written answer to the aggrieved party. The answer shall be reasonably clear and concise.

3. LEVEL 3:

- a. Should the matter remain unresolved at the conclusion of Level 2, Madison Teachers may present grievances in writing on behalf of an aggrieved party to the Superintendent or his designee. The appeal to Level 3 must be delivered to the Superintendent, or his designee within five (5) school days of the written answer received by the aggrieved at Level 2.
- b. The Superintendent or his designee shall meet with a representative of Madison Teachers within ten (10) school days from the date of the receipt of the written grievance in an attempt to resolve the 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 Madison Teachers and the aggrieved party. The answer shall be reasonably clear and concise.
- d. Grievances initiated by Madison Teachers on behalf of bargaining unit members as a class or as an organizational grievance are commenced at this level of the Grievance Procedure. Grievances initiated by Madison Teachers as class grievances or an organizational grievance must be submitted to the Superintendent or his designee within twenty (20) school 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 limits will be renewed. Grievances, as a result of alleged action/inaction by a principal/immediate supervisor and affecting only one substitute, will be filed at Level 1.

4. 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. The call for arbitration must be within fifteen (15) school days after the receipt of the answer at Level 3.
- b. 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 it is not mutually agreeable the Wisconsin Employment Relations Commission after receiving a copy of the letter calling for arbitration shall supply the parties the names of five (5) 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. The 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 (2) names from the list with the aggrieved party striking first.

- c. Should the grievance be upheld by the arbitrator, the employer shall pay all costs of the arbitration; should the grievance be denied, Madison Teachers shall pay all such costs. If an arbitrator splits the decision, each party shall pay one-half (.5) of the cost of the arbitrator, court reporter and transcript. The above shall include the fee and expenses of the arbitrator, the court reporter, and the cost of the transcript of the hearing.
- d. The decision of the arbitrators 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 brief, 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.

III - Salary - A

A. CLASSIFICATION

To be employed as a substitute teacher in the Madison Metropolitan School District such individual must hold at least a Bachelor's Degree.

Upon being notified of their employment in the Madison Metropolitan School District as a substitute teacher and prior to being assigned, said substitute teacher shall file with the Director of Department of Human Resources a copy of their teacher certification or evidence of certifiability.

III - Salary - B

B. SALARY

1. Daily Rate

Per diem substitutes shall be compensated at the following rates:

a. Effective 7/1/07:

1. Licensed substitutes working for the District for up to three (3) years shall be compensated at the daily rate of \$137.74.
2. Licensed substitutes working for the District after three (3) years but less than five (5) years of substitute teaching shall be compensated at the daily rate of \$140.15.
3. Licensed substitutes working for the District after five (5) years but less than seven (7) years of substitute teaching shall be compensated at the daily rate of \$142.56./1
4. Licensed substitutes working for the District after seven (7) years shall be compensated at the daily rate of \$147.55.
5. Permit holding substitutes working for the District for up to three (3) years shall be compensated at the daily rate of \$131.78.
6. Permit holding substitutes working for the district after three (3) years but less than five (5) years shall be compensated at the daily rate of \$134.08.
7. Permit holding substitutes working for the District after five (5) years but less than seven (7) years shall be compensated at the daily rate of \$136.37.
8. Permit holding substitutes working for the District after seven (7) years shall be compensated at the daily rate of \$141.17.

b. Effective 7/1/08:

1. Licensed substitutes working for the District for up to three (3) years shall be compensated at the daily rate of \$141.87.
2. Licensed substitutes working for the District after three (3) years but less than five (5) years of substitute teaching shall be compensated at the daily rate of \$144.35.
3. Licensed substitutes working for the District after five (5) years but less than seven (7) years of substitute teaching shall be compensated at the daily rate of \$146.84./1
4. Licensed substitutes working for the District after seven (7) years shall be compensated at the daily rate of \$151.98.
5. Permit holding substitutes working for the District for up to three (3) years shall be compensated at the daily rate of \$135.73.

6. Permit holding substitutes working for the district after three (3) years but less than five (5) years shall be compensated at the daily rate of \$138.10.
7. Permit holding substitutes working for the District after five (5) years but less than seven (7) years shall be compensated at the daily rate of \$140.46.
8. Permit holding substitutes working for the District after seven (7) years shall be compensated at the daily rate of \$145.41.

* Effective at the start of the pay period following the anniversary date of hire following the requisite number of years of substitute teaching. Regular teachers formerly employed by the Madison Metropolitan School District and subsequently employed as a substitute teacher shall be given full credit on the substitute teacher salary schedule for years taught in the Madison Metropolitan School District.

2. Long-Term Rate

- a. A substitute teacher who teaches a minimum of seven (7) consecutive teaching days for the same regular teacher shall qualify for the long-term rate of pay. Such shall be paid retroactively to the beginning date of such service.
- b. The long-term daily rate of pay shall be Track 1.0, Level 4.0 of the Teachers Collective Bargaining Agreement ÷ 189 days.

Effective 7/1/07 a substitute so assigned shall be paid 100% of daily rate (189 days) computed on \$32,568.

Effective 7/1/08 a substitute so assigned shall be paid 100% of daily rate (189 days) computed on \$32,913.

3.
 - a. At the elementary school level, per diem substitutes shall be called in and compensated in half-day (.5) or full-day increments. At the elementary school level, long-term substitutes shall be compensated at the full daily rate for a full day, or a prorata of the full daily rate, based upon the regular teacher's class assignment (example: (.2), (.4), (.6), (.8)).
 - b. At the middle school and high school levels, substitutes shall be called in and compensated at the full daily rate for a full day, or a prorata of the full daily rate, based upon two-tenths of the full daily rate for each assigned class taught. (example: an employee working three classes would receive (.6) and an employee working six classes would receive (1.2)).
 - c. A substitute working in a single assignment that crosses the elementary and secondary levels shall be compensated based on the percent of contract held by the teacher for whom the substitute is working.

4. a. Substitute teacher call-in pay - A substitute teacher, who is called in error for an assignment which does not materialize, and is not subsequently offered a reassignment, shall receive one-half (.5) of the applicable per diem rate, unless notified that the assignment is canceled 12 hours or more before said assignment is to commence, provided the substitute teacher calls the substitute placement office to request reassignment no later than 6:30 a.m. on the day of the canceled assignment. The District may reassign the substitute to any work location to perform work typically performed by a teacher, special education assistant, or educational assistant. If the substitute declines the reassignment, the substitute forfeits the .5 per diem call-in pay.
- b. Should the substitute teacher arrive at the work site and find out that the assignment is canceled and is not subsequently reassigned, the substitute shall receive one-half (.5) of the applicable per diem rate provided the substitute teacher calls the substitute placement office to request reassignment. Should the substitute teacher be reassigned to another school or work location for that day, said substitute would be reimbursed for mileage in accordance with Section III-G of the Collective Bargaining Agreement.

III - Salary - C

C. RETIREMENT

A substitute teacher will become eligible for participation in the Wisconsin Retirement System (WRS) if, after any year of service, the employee has actually worked more than one-third of full-time (440 hours) and is still employed. The Board of Education shall deposit with 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.

All such payments or contributions made by the Board shall be reported and deposited with WRS in the same manner as though deducted from the earnings of the employee. All such payments by the Board of Education shall be available for all retirement purposes.

III - Salary - D

D. PAYDATE

1. The first day of each calendar month shall be designated as the payday for all substitute teachers subject to the following conditions:
 - a. The first payday shall be on or about 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 1.b. 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.

- b. In a year in which November 1 falls on a Saturday or Sunday and the Wisconsin Education Association Council Convention (WEAC) occurs on the previous Thursday and Friday, the pay check due on November 1 shall be deposited on the Wednesday before the WEAC Convention.
 - c. The paycheck due on January 1 shall be deposited on the first banking day in January.
 - d. The final paycheck will be provided substitutes one week following the end of the school year.
 - e. In determining pay periods during the course of the school year, the District shall make every effort to include twenty (20) work days in each monthly pay period.
- 2. Substitutes payroll check stubs shall include information regarding earnings by work location and paid illness days, if any, during the payroll period.
 - 3. Paychecks will be directly deposited into the financial institution of the substitute's choice.

III - Salary - E

E. EXTRA DUTY

- 1. No substitute teacher, who is replacing a teacher, as per diem or long-term substitute may be required to perform extra duty assignments as defined in Section III-L of the Teachers' Collective Bargaining Agreement. If substitutes volunteer to do so, they will be compensated in accordance with Section III-L of the Teachers' Collective Bargaining Agreement. A substitute teacher may be employed in extra duty assignments provided the District is unable to fill the assignments(s) with "qualified teachers" as defined in the Teachers' Collective Bargaining Agreement.
- 2. Employees performing duties set forth in Section III-L of the "Teacher" Collective Bargaining Agreement shall receive the negotiated wage increase provided to the members of the teacher collective bargaining unit, commencing with the effective date of said increase to such individuals.

III - Salary - F

F. CLASS COVERING

Per diem or long-term substitutes who agree to be assigned by a building principal or assistant principal to cover an additional class, shall be compensated at the rate set forth in the Teacher Collective Bargaining Agreement.*

- * Increases in these rates of pay resulting from increases in these rates in the Teacher Collective Bargaining Agreement shall be prospective only in this unit - i.e. changes shall not result in retroactive payments for this work in this unit.

III - Salary - G

G. MILEAGE

Substitute teachers assigned and working the same day at more than one school or work location, shall be reimbursed mileage at the rate recognized by the IRS as non-taxable reimbursements.

III - Salary - H

H. EXTENDED EMPLOYMENT AND/OR SUMMER SCHOOL

1. Substitute teachers working as substitute teachers other than during the regular school year shall be accorded compensation and fringe benefits in accordance with the terms and conditions of this Collective Bargaining Agreement during such employment.
2. Substitute teachers who are employed in pupil-contact positions on a regular basis other than during the regular school year shall be compensated in accordance with Section III-I of the "Teachers" Collective Bargaining Agreement.

III - Salary - I

I. PAYROLL DEDUCTION/FAIR SHARE

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. Union organization dues - those authorized by Madison Teachers Incorporated
 - d. The Fair Share deduction as authorized by this Agreement
 - * e. Dental insurance
 - f. Group automobile and homeowner insurance program(s) authorized by MTI. Such shall not exceed one (1) carrier for all bargaining units represented by MTI.**
 - g. Long-Term Care Insurance
 - h. Tax Sheltered Annuities as authorized by this Agreement, Roth IRAs

- i. Charitable organizations which have met the qualifications of the Board of Education
 - * j. Dependent care
 - k. MTI Solidarity Fund***
 - l. Wisconsin Retirement funds
 - m. Income protection insurance
- * Pursuant to the relevant sections (Section 105, 125 and 129) of the IRS Code, employees shall be allowed to elect to use pre-tax dollars for the payment of monthly employee health and dental insurance contributions, and/or unreimbursed medical expenses. In addition, pursuant to Section 125 and 129 of the IRS Code, employees shall be allowed to elect to use pre-tax dollars for the payment of qualified dependent care costs.
- ** MTI shall save the Board and the District harmless against any and all claims, demands, suits, 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.
- *** MTI will design, print, distribute and collect appropriate forms for the implementation of this deduction and submit this information to Payroll Services by November 15th 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 United Substitutes Organization of Madison Teachers Incorporated 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 the Board of Directors of USO-MTI from the payroll checks of members who have authorized such deductions in writing. The dues payroll deduction will be made, provided the substitute has performed substitute teacher work during that payroll period. 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 payday; those received between the 15th day and 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 substitute teacher. Payroll Services will update their file each year making it necessary for those on leaves of absence without pay to sign a

new card if they return. 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. Substitutes who do not voluntarily become members of the United Substitutes Organization of Madison Teachers Incorporated 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 administration of this collective bargaining agreement, measured by the amount of dues uniformly required of all members of USO-MTI and in that regard, the Board shall deduct such amounts from each payroll check in 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.
 - b. The fair share payroll deduction will be made, provided the substitute has performed substitute teacher work during that payroll period.
4. 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.
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 2 and 3 above.

III - Salary - J

J. NOON LUNCH SUPERVISION

Substitute teachers perform noon lunch supervision as follows:

- a. Substitutes may volunteer for said duty.
- b. Substitutes, when replacing a teacher who normally performs noon lunch supervision will perform said duty upon request of school principal.

Substitutes performing such supervision shall be compensated in accordance with the Teacher Collective Bargaining Agreement.*

- * Increases in these rates of pay resulting from increases in these rates in the Teacher Collective Bargaining Agreement shall be prospective only in this unit - i.e. changes shall not result in retroactive payments for this work in this unit.

IV - Factors Relating to Employment - A

A. NON-DISCRIMINATION

The Union and Board of Education mutually agree not to discriminate on the basis of nationality, race, color, creed, sex, age, disability or union membership against any substitute teacher.

IV - Factors Relating to Employment - B

B. PHYSICAL EXAMINATION

If an employee is required, as a condition of employment, to have a physical examination, the cost of the examination, including any required tests as outlined on forms provided by the District, shall be paid by the Board of Education. The employee may take such examination with any physician in a clinic retained by the District, or his/her own physician. However, in no case shall the cost for such examination exceed the District's clinic agreement(s) regarding maximum cost. If necessary, a continuing employee will be released, by his/her supervisor for the physical examination; but such release shall be only for the time needed for the examination and necessary travel for same. The release for physical examination shall be with pay and not charged to sick leave.

IV - Factors Relating to Employment - C

C. ASSIGNMENT

1. For teachers absent up to the equivalent of one semester, the District may employ substitute teachers, as defined in Section I-A.
2. If the District employs substitutes, such assignment shall be according to the following rules:
 - a. **DAILY ASSIGNMENTS.**
 - 1) Principal's and teacher's requests for a given substitute, as communicated via the building principal to the Department of Human Resources, shall be given priority for all assignments of six (6) days or less.
 - 2) Should no request be made, the following sequence will apply:
 - a) Substitute teachers who hold like certification to the vacant position shall next be called for assignments in seniority order.
 - b) If the District is not able to place a substitute per a) above, the District may call other substitutes holding teacher certification or

permit-holding substitutes. At the beginning of each semester, the District shall provide the Executive Director of MTI with a report identifying teacher certification and permit holders and the subjects/grade levels to which they may be assigned.

b. LONG-TERM ASSIGNMENTS

- 1) Principal's and teacher's requests for a given substitute, as communicated via the building principal to the Department of Human Resources, shall be given priority for all assignments of seven (7) days or more provided the requested substitute teacher holds like certification to the vacant position.
- 2) Should no requests be made, long-term substitute assignments which are known to the building principal or to the Department of Human Resources before the vacancy occurs shall be offered to the most senior qualified substitute not currently assigned and holding like certification to the vacant position.
- 3) If the assignment remains unfilled, the District may call other qualified substitutes.

c. When offering an assignment, the District shall notify the prospective substitute teacher of the following information:

- 1) School Name/Location
- 2) Teacher Name (when applicable)
- 3) Start time of the assignment
- 4) End time of the assignment
- 5) Assignment

d. The District shall make every reasonable effort to inform the substitute of his/her assignment twelve hours in advance of said assignment. (Reasonable effort shall include, when possible, when making assignments the afternoon before the day of the assignment, that the District shall call the substitute at the school to which he/she is assigned for that day).

e. When on assignment the building principal, or his designee, shall make available for the substitute a copy of the appropriate school policies (including school district emergency procedure booklet), a map of the school, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule, bell schedule when applicable, the name and phone number of any individual designated in charge of discipline or who may provide assistance if necessary (e.g., Dept. Chair, Learning Coordinator, etc.) and access to the classroom at least 30 minutes before assignment is to commence or upon arrival. Seating charts, class schedule and lesson plans for all classes to be taught should be provided to the substitute. Board of Education policies will be available to the substitute upon request.

- f. The principal has up to 7 school days to replace the substitute in the assignment for any reason with a one-day written notice. This notice will be given to the substitute on or before the sixth (6th) day of the assignment. In addition, with a one-day written notice the principal may at any time replace a substitute who is not certified for the assignment with a substitute who is certified for the assignment.

A copy of the notice will be sent to MTI. This notice requirement does not apply to substitutes who are removed pursuant to Section IV-H-4. After the initial 7 days, a substitute teacher assigned to a position shall remain in said position until the regular teacher returns to the position. However, should the substitute exhibit substandard performance while on assignment, the substitute may be removed after the principal has observed the substitute's teaching in accordance with Section IV-H. Should the substitute teacher be unable to report to her/his assignment for absences authorized by this Agreement of two (2) days or less, unless extended by his/her principal and Employment Manager, she/he shall be returned to the same assignment she/he held previously.

- 1) Should a substitute be replaced per the above paragraph in an assignment that lasts seven or more days, the replaced and the replacement substitute will be paid at the long-term rate of pay for all days worked in said assignment. This section does not apply when a substitute is removed from an assignment pursuant to Section IV-H-4.

- g. A bargaining unit member shall be permitted, based upon his/her seniority, to declare at the beginning of each semester their availability for assignments (one to five days per week).

- 3. The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting which includes the following:

- a. It is the substitute teacher's obligation to conduct the instructional program in a manner which contributes to and enhances the education of children.
- b. It is the substitute teacher's obligation to notify, in writing, the teacher and/or principal with an analysis of the teaching situation which occurred during the period for which they substituted.
- c. It is the professional responsibility of the substitute to follow the individual school policies, practices and procedures, the Board of Education's policies, practices and procedures and the Collective Bargaining Agreement.

- 4. A substitute teacher shall be paid for the initially requested amount of time if he/she (a) is initially given an assignment by telephone from the sub office for a particular amount of time, (b) goes to the school and works in the assignment but the time in the assignment turns

out to be less than the initially requested time, and (c) is sent home early because other suitable work is not available.

5. A substitute teacher shall be paid only for work performed regardless of the initially requested amount of time if he/she (a) is given an assignment by telephone from the sub office for a particular amount of time, (b) goes to the school and works in the assignment but the time in the assignment turns out to be less than the initially requested time, and (c) the substitute chooses to leave early even though there is other suitable work available.
6. Suitable work for substitutes may include the following:

- Correcting papers
- Supervising study halls
- Working in the FAST (Family and Schools Together) program
- Tutoring
- Chaperoning buses on field trips
- Recess duty
- Hall supervision
- Any other duties normally assigned teachers

IV - Factors Relating to Employment - D

D. SENIORITY

Seniority date is defined as the first day hired by the Madison Metropolitan School District as a substitute teacher followed by continuous service as a substitute teacher on the substitute list. When two or more substitute teachers have the same seniority date, seniority shall be determined by lot.

IV - Factors Relating to Employment - E

E. HIRING AS A REGULAR TEACHER

1. Substitutes who are qualified and available and who apply for a teaching position in the Madison Metropolitan School District, shall be given equal consideration (said consideration shall only be at the application and teacher employment pool levels) among the other applicants. Such consideration shall be based upon certification, qualifications, experience, and District service.
2. Qualified substitute teachers who:
 - a. are in the District's active candidate teacher pool (i.e. have successfully completed all screening steps);
 - b. have been employed in one continuous long-term substitute teacher position of twenty (20) work days or more, or on a temporary contract;

- c. have been rated in writing by the supervisor of said long-term teacher assignment as highly qualified candidates with maximum points available under the current rating system

shall be given stronger consideration than other external applicants for regular contracted teaching positions. Supervisors are not required to rate candidates.

IV - Factors Relating to Employment - F

F. DISCIPLINARY ACTION

1. Any substitute teacher may be disciplined for just cause. Discipline may be suspension for up to five (5) days, or removal from the substitute pool. Should any disciplinary action be taken, the Executive Director of Madison Teachers shall be so notified in writing by the Director of Department of Human Resources, or his designee, at the same time that the disciplinary action is sent or provided to the employee.
2. Madison Teachers, on behalf of a disciplined substitute teacher, may appeal disciplinary action taken. Such appeal shall be filed at Level 3 of the Grievance Procedure within twenty (20) days after receiving a copy of the disciplinary action.

IV - Factors Relating to Employment - G

G. REPRESENTATION

Substitute teachers shall be entitled to representation by Madison Teachers in accordance with the Wisconsin Statutes 111.70, and the Administrative Codes developed therefrom.

IV - Factors Relating to Employment - H

H. EVALUATION

1. Should a principal choose to evaluate the teaching performance of a substitute assigned to his/her building, the principal may, at his/her request, receive input from the teacher for whom the substitute worked, team teachers, and/or department chairpersons, unit leaders, learning coordinators and program coordinators. "Teachers" shall not, however, be asked by the principal to conduct such evaluation. All evaluations shall, upon completion, be sent to the Employment Manager. Substitute teachers assigned outside their area of certification will not have an evaluation form completed for that assignment. Permit holders may be evaluated in any assignment.
2. The criteria which are to be used in measuring a substitute's performance: ability to discipline, whether plans were followed, whether notes were left, rapport with students, punctuality, whether substitute positively contributed to the instructional program.

3. A copy of any "poor" or "unsatisfactory" evaluation shall be provided the substitute and the Executive Director of MTI by the Employment Manager on a timely basis. The substitute shall have the right to submit a response to any such evaluation. The response shall be attached and filed with the evaluation in the substitute's official personnel file. Substitute teachers who allege their evaluation(s) to be unfair and/or inaccurate may file an employee complaint at Level 1 using the grievance procedure (Section II-B (C 1, 2, 3)). The complaint may be processed only through Level 3 of that procedure.
4. When the degree of substandard performance becomes sufficient to cause consideration of removal from an assignment and/or the substitute list, such consideration and/or recommendation may only be made after an observation of at least 30 continuous minutes by the principal or assistant principal. A copy of the evaluation shall be forwarded on a timely basis to the substitute and the Executive Director of MTI by the Employment Manager. The substitute shall have the right to submit a response to any such evaluation. The response shall then be attached and filed by the Department of Human Resources Division with said evaluation in the substitute's official personnel file.
5. Where an observation pursuant to Section IV-H-4 is not conducted, a principal may request to restrict a substitute teacher from assignments at that principal's school.
 - a. If an observation is not performed, the principal may request to restrict a substitute teacher from assignments at that principal's school. In such cases, the principal will offer to meet with the substitute teacher within ten (10) days of the assignment to discuss the reason for, information about, and duration of the requested restriction. Should the principal want to remove the substitute's name from the school's substitute list, such request shall be honored. The substitute teacher may request that the restriction be reviewed on an annual basis.
 - b. MTI may then file its grievance at Level 3. If the matter is unresolved at the conclusion of Level 3, MTI may call for final and binding arbitration pursuant to the grievance and arbitration procedure in Section II-B of the MTI-USO Collective Bargaining Agreement. The issue before the Arbitrator will be whether the principal's stated reason(s) for the request to restrict the substitute teacher from assignments at the principal's school were not arbitrary or capricious.
 - c. The parties agree that a principal's request to restrict a substitute teacher from assignments at the principal's school will not be placed in the substitute teacher's personnel records unless such is done in conjunction with disciplinary action pursuant to an observation of at least thirty (30) continuous minutes by a District administrator. A copy of the evaluation shall be forwarded on a timely basis to the substitute and the Executive Director of MTI by the Employment Manager.
6. The District shall provide MTI with a list of substitute teachers restricted from Madison Schools at the end of each semester.

IV - Factors Relating to Employment - I

I. EMERGENCY SITUATION

Substitute teachers, under no circumstances, shall be required to search for suspicious objects or persons.

IV - Factors Relating to Employment - J

J. ORIENTATION

The District and MTI recognize the need for the continuing education of substitute teachers. Part of this continuing education may be achieved through orientation meetings and mandatory inservice sessions for substitutes. Should the District require substitutes to attend such orientation/mandatory inservice sessions, the substitutes will be compensated at the rate of \$25.00 per two-hour session, or a proration thereof, for their attendance at such meetings. Whenever feasible, the District will schedule the orientation sessions in the fall.

IV - Factors Relating to Employment - K

K. EXPERIENCE CREDIT FOR SUBSTITUTE TEACHERS

If a substitute is subsequently hired as a regular teacher, experience credit for initial placement on the salary schedule will be given as follows:

100+ full substitute days, including days accrued under a temporary contract, in one school year = 1 full step.

Said substitute experience must have been within the last five (5) school years.

Above credit is limited to five (5) years total pursuant to the Teachers Collective Bargaining Agreement.

V - Factors Relating to Employment - Classroom - A

A. DUTY FREE LUNCH

All substitute teachers shall be provided with an unpaid daily duty-free lunch period of at least 30 continuous minutes.

V - Factors Relating to Employment - Classroom - B

B. USE OF PHYSICAL FORCE

1. Any use of physical force when dealing with pupils must be in accordance with the Board policy. A copy of the Board Policy on Physical Force will be provided to all bargaining unit members upon initial employment and upon subsequent revision(s), with a copy of said communication simultaneously provided to the Executive Director of MTI.
2. The substitute shall report use of physical force to the principal.
3. No substitute teacher may be disciplined or discriminated against by the District in regard to terms or conditions of employment on the basis of the use of physical force by the substitute teacher to maintain student control and discipline, provided that such action is consistent with the Board Policy on Physical Force.

V - Factors Relating to Employment - Classroom - C

C. MAIL BOX/BULLETIN BOARDS

MTI may use space on bulletin boards and the school mails to disseminate information about official Union business - provided such utilization does not disrupt or cause substantial cost to the District and is not commercial or political. A copy of such MTI materials shall be provided to the Director of Labor Relations. 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 District mail delivery system.

V - Factors Relating to Employment - Classroom - D

D. FIELD TRIPS

Where the teacher for whom a substitute is teaching planned a field trip such will be conducted at the option of the substitute with the concurrence of the principal. When possible, the substitute will be notified of the field trip when he/she is notified of the assignment.

VI - Factors Relating to Employment - Personal - A

A. NOTIFICATION OF PERSONAL ILLNESS LEAVE

Substitutes shall be notified on or before November 3 of each year of the number of days of personal illness leave accrued as of the end of the previous school year.

VI - Factors Relating to Employment - Personal - B

B. PERSONAL ILLNESS LEAVE

1. Substitutes earn paid personal illness leave at the rate of one day for each 20 full days worked. For accumulation purposes, the days worked in a payroll period are rounded to the nearest half-day. Substitutes may accumulate up to 70 days of personal illness leave.
2. Substitutes who teach homebound students earn paid personal illness leave by dividing the number of hours of homebound instruction (rounded to nearest half-hours worked) and dividing that total by 7.5.
3. Substitutes may use their paid personal illness leave if ill and unable to accept an assignment or if they should become ill while on assignment and become unable to continue on said assignment. Compensation due the substitute shall be at the contractual rate then in effect.
4. Substitute teachers who 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. Substitute teachers who teach in the 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.

VI - Factors Relating to Employment - Personal - C

C. ILLNESS IN FAMILY

1. No deduction of salary is made for absence for the following reason:
 - a. Severe illness in the immediate family requiring the presence of the substitute not to exceed five days in any school year; immediate family interpretation of this subsection shall be limited to the following relatives of the employee:
 - 1) Husband or Wife (including designated family partner)
 - 2) Child (including foster, step and grandchild, and including the child, foster child, stepchild and grandchild of the designated family partner)
 - 3) Son or Daughter-in-law (including son or daughter-in-law of designated family partners)
 - 4) Father or Mother of employee or spouse (including the father or mother of the designated family partner)
 - 5) Brother or sister (including brother or sister of designated family partners)
 - 6) Grandmother or Grandfather (including grandfather or grandmother of designated family partners)
 - 7) Brother or Sister-in-law (including brother or sister-in-law of designated family partners)

- b. Death in the immediate family not to exceed five school days per year for each death in the immediate family, immediate family interpretation for this subsection shall be limited to the following relatives of the employee or his/her spouse:
- 1) Father or Mother (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 partner)
 - 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 grandmother or grandfather of designated family partners)
 - 8) Aunt or Uncle
 - 9) First Cousin
 - 10) Niece or Nephew

Requests for any other funeral leave must be submitted by the substitute for approval to the Department of Human Resources Division. In the absence of written approval, pay will be deducted for the absence.

2. Compensation due the substitute shall be from accumulated sick leave and only if the substitute teacher would have been assigned to work except for the above-referenced death.

VI - Factors Relating to Employment - Personal - D

D. PREGNANCY ABSENCE LEAVE

Pregnancy will be treated as any other temporary medical disability in accordance with the Federal Civil Rights Act of 1964, as amended, and Subchapter II, Chapter 111 of the Wisconsin Statutes in accordance with the terms of this Agreement.

VI - Factors Relating to Employment - Personal - E

E. MILITARY LEAVE

1. A military leave of absence is granted to the substitute teacher for induction into or voluntary enlistment into the armed forces by filing a request for such leave in writing in the office of the Department of Human Resources.
2. The substitute teacher retains accumulated personal illness leave but does not accumulate additional personal illness days. Each approved year of leave referenced in #1 (above) is credited as a year of teaching experience on the salary schedule.

3. Upon return from military leave the substitute teacher is placed back on the substitute list as a bargaining unit member and assigned as per the terms of this Agreement.
4. The substitute teacher must indicate his intention for reemployment within thirty (30) days of his armed forces termination date; if the substitute teacher is hospitalized for a service-connected disability during the ninety (90) day period, he must indicate his intention for reemployment within ninety (90) days of hospitalization release date. Such reemployment notification does not apply to substitute teachers who participate in reserve summer camp.
5. The substitute teacher retains his right to continue insurance protection provided by insurance programs available via the Collective Bargaining Agreement, provided the substitute teacher maintains the premiums required by such insurance.
6. The aforementioned provisions shall also apply to substitute teachers for service in the Peace Corps, Americorp and Vista.

VI - Factors Relating to Employment - Personal - F

F. LEAVE OF ABSENCE

Substitute teachers who have been in the substitute pool for at least the equivalent of one (1) year may be granted a leave of absence without pay up to the equivalent of one (1) school year. A request for such leave shall be made in writing to the Employment Manager at least five (5) days prior to the commencement of the requested leave. Denial shall not be for arbitrary or capricious reasons.

VI - Factors Relating to Employment - Personal - G

G. RELIGIOUS HOLIDAYS

1. The Board of Education will allow long-term substitutes to be absent from work subject to the terms set forth below, for the purpose of observing religious holidays providing the doctrine of the substitute's religion and the substitute's religious convictions prohibit the substitute from working on such holiday. The substitute may elect to utilize sick leave provided for under Section VI-B-1 in order to remain in paid status on such observance day(s). If the substitute does not elect to utilize sick leave provided under Section VI-B-1, such days shall be without pay. The substitute 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 Employment Manager 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.

3. Such absence for a religious holiday shall not break the continuity of an assignment and the substitute shall return to the assignment, following the holiday, if the regular teacher has not returned.

VI - Factors Relating to Employment - Personal - H

H. INSERVICE DAYS

When the employer deems it appropriate, each per diem substitute may participate in teacher inservice day programs in the schools. Per diem substitutes shall be paid at their regular salary for inservice participation. Long-term substitutes will be required to attend inservice days and will receive their daily rate.

VI - Factors Relating to Employment - Personal - I

I. STAFF DEVELOPMENT

Substitutes may participate in staff inservice programs sponsored through the District on space available basis. Such participation shall not be during the school day or with pay.

VI - Factors Relating to Employment - Personal - J

J. TRANSPORTING STUDENTS

Substitutes shall not transport pupils in private cars on school business.

VI - Factors Relating to Employment - Personal - K

K. PERSONNEL FILES

1. Substitutes shall have the right to see all information in their personnel folder relating to their performance during employment as a substitute in the Madison Metropolitan School District upon appropriate request.
 - a. Pre-employment recommendations, credentials, and medical reports are confidential and not subject to review by the substitute or MTI.
 - b. No derogatory statements other than those pursuant to Section IV-H (Evaluation) about a substitute shall be filed unless the substitute is sent a copy at the same time. The substitute shall have the right to submit a response to the evaluation or

statement. The response shall be attached and filed with the report or statement in the substitute's official personnel file.

2. Madison Teachers, when representing a substitute, shall be accorded the same opportunity to review all information in the substitute's file relating to the substitute's performance during employment in the Madison Metropolitan School District if the substitute consents in writing to the review.

VI - Factors Relating to Employment - Personal - L

L. SEPARATION FROM SERVICE

1. Retirement Sick Leave Payment
 - a. Employees who (1) retire and currently have any of the following District insurance coverage: (a) life insurance; (b) dental insurance; (c) health insurance; or (d) Medicare supplemental insurance as of the date of retirement; (2) are 55 years of age or older; (3) have been employed by the District for a minimum of 10 years and have worked more than 90 days in each of the five (5) years preceding retirement; and (4) are an immediate annuitant of the Wisconsin Retirement Fund shall receive the equivalent value of their accumulated unused sick leave credits, up to a maximum of two hundred (200) days, computed at the employee's prevailing wage rate. These funds will be utilized to pay the full premium of his/her continued participation in the life, dental, health, Medicare supplemental and/or long term care insurance plan then in force for employees until said funds are exhausted.
 - b. If a retired employee dies and is receiving benefits under Section VI-L-1-a his/her spouse 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.
 - c. Employees who (1) retire; (2) have spouses actively working on the District's staff at the time of retirement; and (3) transfer to their spouse's District coverage may, at the option of the employee, bank their accumulated sick leave until such time as they elect to utilize it or their spouse leaves District employment, whichever occurs first.
2. Upon retirement, an employee 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 via his/her

employer; or (5) when the spouse of the employee who has carried the family insurance experiences a significant reduction in benefits.

VII - Insurance - A

A. HEALTH INSURANCE

1. The Wisconsin Physicians Service, Dane County Health Maintenance Program (HMP), or conventional program under WPS Policy Group 1202, is available at the option of the eligible substitute teacher. All substitute teachers are eligible for health insurance coverage provided that they work at least one (1) day per month (September through May), unless off of work due to an approved leave of absence. Notwithstanding the above, the benefit plans shall be the same as that provided to "teachers" in the teachers' collective bargaining unit.
2. 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 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; (4) the reduction of one's spouse's hours of work which results in the loss of eligibility of health insurance via 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. Coverage under this section will become effective the first day of the month following 31 days of eligibility.

A bargaining unit member may, pursuant to the terms and conditions set forth in Addendum C, 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. Premium payments are made by the substitute via payroll deduction or prepaid by substitute when insufficient money has been earned in the report period to allow premiums to be deducted unless the provisions of paragraph 4 infra apply.
4. Participation in the program is optional.
- 5.a. The monthly premium, as is paid under the teacher collective bargaining agreement, shall be paid by the Board of Education for full-semester long- term substitutes who had previously elected to participate in the program.
- b. Commencing with the December 2007 payroll check, the Board of Education shall contribute three hundred and thirty-five dollars (\$335) towards the premium for eligible substitute teachers who elect to participate in either the WPS or HMO coverage available through the District. Commencing with the October 2008 payroll check, the Board of Education shall contribute three hundred and sixty dollars (\$360) towards the premium for eligible substitute teachers who elect to participate in either the WPS or HMO coverage available through the District.

- (1) Eligible substitute teachers will be those who worked 90 or more full work days for the District during the previous school year and who remain in the active substitute pool during the coverage year.
 - (a) Partial days worked shall be accumulated.
 - (b) Coverage year will be September 1 through August 31 or October 1 through August 31 depending upon receipt of application.
 - (c) An active substitute is defined as working five (5) or more full work days per month during the school year (September through May).
- (2) A maximum of eighty (80) substitute teachers will be eligible for this contribution annually. These eighty (80) substitute teachers will be selected in the following manner:
 - (a) First, substitute teachers who have been eligible for the health insurance in the prior year, who remain active in the substitute pool during the coverage year, and who work a minimum of ninety (90) full school days each school year, shall continue to receive the Board of Education premium contribution. If this does not result in hitting the maximum of eighty (80) substitute teachers, then paragraph (b) will apply.
 - (b) Second, by offering the contribution to the substitute with the highest number of full work days in the previous school year first. This method of selection will continue down the days worked list until eighty (80) substitutes have elected the insurance contribution or the 90 full work-day minimum is reached.
- (3) Effective for the 2008-2009 school year, a maximum of one-hundred (100) substitute teachers will be eligible for this contribution annually. These one-hundred (100) substitute teachers will be selected in the following manner:
 - (a) First, substitute teachers who have been eligible for the health insurance in the prior year, who remain active in the substitute pool during the coverage year, and who work a minimum of ninety (90) full school days each school year, shall continue to receive the Board of Education premium contribution. If this does not result in hitting the maximum of one-hundred (100) substitute teachers, then paragraph (b) will apply.
 - (b) Second, by offering the contribution to the substitute with the highest number of full work days in the previous school year first. This method of selection will continue down the days worked list until one-hundred (100) substitutes have elected the insurance contribution or the ninety (90) full work-day minimum is reached.

- (4) Eligibility will be determined annually.
 - (5) Eligible substitute teachers will have such coverage available September 1 provided they opt for such coverage on or before the first day of New Teacher Orientation.
 - (6) Temporary contract work days will count toward the 90-day accumulation.
6. The benefit structure of the health insurance plan shall be that announced as effective April 1, 1974, i.e., under WPS Policy Group #1202.
 7. The Board shall offer the substitutes 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 substitute 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 per the terms in #4 above.
 8. Retirees may continue with the Group Health Insurance Program currently available to substitutes provided: (a) they pay 100% of the premiums for the same directly to the insurance carrier, or via their accumulated personal illness leave account; and (b) they meet the qualifications set forth in Section VI-L-1-a.

VII - Insurance - B

B. LIABILITY INSURANCE

The Board of Education shall carry liability insurance to protect substitutes from recourse for acts performed in accordance with their duties.

VII - Insurance - C

C. WORKERS' COMPENSATION

1. If a substitute teacher employed by the Board of Education becomes entitled to workers' compensation pursuant to Chapter 102 of the Wisconsin Statutes, the Board of Education shall pay the substitute's full salary during the period of disability as determined by the Department of Industry, Labor and Human Relations, Worker's Compensation Division. However, such payment of full salary shall be reduced by an amount equal to the amounts paid to the employee as workers' compensation.
2. If a workers' compensation claim is contested, the Board of Education shall pay the substitute's full salary during the period of disability up to a maximum of the number of work 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 Director of Department of Human Resources. When a contested claim is settled in favor of the substitute, the provisions of the preceding paragraph shall be

retroactively applicable and the number of sick leave days consumed shall be restored to the credit of the employee.

VII - Insurance - D

D. DENTAL INSURANCE

The District shall provide Dental Insurance identical to the plan provided to teachers under the Teachers' Collective Bargaining Agreement:

1. General Provisions

- a. Eligibility and Coverage: Current substitutes and their dependents, who are eligible for the group health insurance program, including substitutes opting for GHC, are eligible to be covered by this dental insurance program. Substitutes shall become eligible to participate after their first assignment under the same timelines as health insurance.
- b. Leave of Absence and Retirement: Substitutes on leave of absence 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 a leave of absence 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 policy 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 19)
Examinations

Sealants (Dependents under age 17)
Panoramic X-ray (once per 24-month period)

2. Basic Benefits:

Prophylaxis	Periodontics
Simple Extractions	Root Canal Therapy
Fillings	Denture Repair
Inlays	Crown Restoration
Oral Surgery	Endodontics
Space Maintainers (dependents under age 19)	

3. Major Services:

Bridges
Crowns
Dentures
Implants
Onlays

4. Orthodontia: All procedures

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

1. Covered by Workers' 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 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 therefrom, 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.

- 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. Premium
Premium payments are made by the substitute via payroll deduction or prepaid by the substitute when insufficient money has been earned in the report period to allow premiums to be deducted.
4. The above-referenced terms and conditions will be modified to be consistent with any change in the MTI/MMSD Teacher Collective Bargaining Agreement as regards dental coverage. The effective date will be pursuant to that for members of the teacher collective bargaining unit.

VII - Insurance - E

E. REIMBURSEMENT FOR LOSS OF, OR DAMAGE TO, PERSONAL PROPERTY

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

A substitute 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 substitute 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 substitute 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 substitute

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.

2. 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.

3. Damage to Vehicle: A bargaining unit member who in the prudent course of duty has his/her 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 substitute 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 substitute teacher shall subrogate to the District his/her ability to recoup the amount of damages provided to the substitute teacher under Section VII-E-3-c and the substitute teacher shall provide to the District department of motor vehicle documentation demonstrating that the vehicle is registered to the substitute teacher.
- e.) The request for reimbursement shall be filed with the District's Department of Human Resources.

RESTRICTIONS APPLICABLE TO ABOVE PROVISIONS

1. Damage and/or loss due to substitute 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 #2 above which shall be limited to \$450 and a claim under #3 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 substitute teacher must submit a claim form to his or her principal for reimbursement for all items except under #3, damage to vehicle. The principal or supervisor will approve or deny said claim within ten (10) days. Claims for items listed under #3, 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. Substitute 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-E-3.

Section VII - Insurance - F

F. LONG TERM CARE

The District will offer a voluntary long-term care insurance program, mutually agreed to by the parties. The long-term care insurance premium will be paid in full by the employee. The cost of the premium will be dictated on a schedule of premiums from the insurance carrier.

MTI shall save the Board and the District harmless against any and all claims, demands, suits, 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.

VIII - Other MTI/Board of Education Agreements - A

A. CONTRACT PRINTING

The Collective Bargaining Agreement shall be printed and distributed to all substitutes, with such distribution to take place within sixty (60) days after the contract has been signed by the parties, at the expense of the Board of Education.

VIII - Other MTI/Board of Education Agreements - B

B. VERBAL AGREEMENTS

There shall be no verbal agreements during the life of this contract and both parties agree that all disputes, grievances, and claims will be settled exclusively in accordance with the contract procedures as set forth herein except where such matters are within the jurisdiction of governmental

agencies. Any prior verbal agreements are herewith agreed to be considered null and void and no longer in effect.

VIII - Other MTI/Board of Education Agreements - C

C. SEVERABILITY

If any article or section of this Agreement or any addendums thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with an enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

VIII - Other MTI/Board of Education Agreements - D

D. EXTENT OF AGREEMENT

This contract expresses, embodies and includes the full and complete agreement between the parties, for the full term hereof and shall not during such term be reopened except as mutually agreed upon. This agreement supersedes any previous agreements, whether oral or in writing, between the parties.

VIII - Other MTI/Board of Education Agreements - E

E. WORK STOPPAGE

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 interruptions of the school program.

Therefore, MTI agrees that there will not be any strikes, work stoppages or slowdowns 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 of USO-MTI and the 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 MTI/Board of Education Agreements - F

F. DURATION OF CONTRACT

The provisions of this Agreement will be effective as of July 1, 2007 and shall continue and remain in full force and effect as binding on the parties hereto through June 30, 2009, except where herein noted.

In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives

BOARD OF EDUCATION OF THE CITY OF MADISON

By: _____
President

Attest: _____
Secretary

Date Signed: _____

Date Approved: _____

MADISON TEACHERS INCORPORATED

By: _____
President

Attest: _____
Executive Director

Date Signed: _____

Date Approved: _____

ADDENDUM A

RE: OFF CAMPUS/NEUTRAL SITE PROGRAMMING [OCP] TEACHERS

I. All provisions of the USO-MTI Collective Bargaining Agreement shall apply to OCP teachers, except the following:

- III-B Salary
- III-E Extra Duty
- III-F Class Covering
- III-J Noon Lunch Supervision
- IV-C Assignment
- V-D Field Trips
- VI-B Personal Illness Leave

II. The following wages, hours and conditions of employment shall apply only to OC/NSP teachers:

A. Salary

OCP teachers shall be compensated per the following rate:

$$\text{Hourly Rate} = \frac{\text{Current Substitute Daily Rate}}{5}$$

B. Compensation for student cancellations and “no-shows”

If an OCP teacher arrives at a work location for a scheduled session and the student fails to show within 45 minutes of the scheduled start time of the session or gives a cancellation notice at the work site within 45 minutes of the scheduled start time of the session, the OCP teacher shall be paid in full for the scheduled duration of the session. The teacher shall call the student’s school and report the student’s absence.

If a student cancels within 12 hours but more than 45 minutes of a scheduled session, either to the OCP office or to the OCP teacher directly (in which case the teacher will call the OCP office immediately upon learning of the cancellation), the teacher shall receive one-half of the scheduled compensation for the assignment provided the teacher calls the substitute placement office to request reassignment no later than 6:30 a.m. on the day of the cancelled assignment, or as soon as the teacher learns of the cancellation.

The District may reassign the teacher to any work location to perform work typically performed by a teacher, special education assistant or educational assistant. The substitute placement office shall make reassignment in a manner which does not conflict with previously scheduled assignments, provided the teacher informs the substitute placement of previously scheduled assignments. If the teacher declines the reassignment, the teacher forfeits the pay.

C. Assignment

1. Principals' and teachers' requests for given OCP teachers will be honored when the request does not conflict with the given OCP teacher's current assignment.
2. In cases of specific student needs and OCP teacher qualifications, the OCP administrator may make an assignment other than that requested by the principal or teacher. Denials shall not be for arbitrary and capricious reasons.
3. In the absence of a request or in the event that a request cannot be honored due to a scheduling conflict, OCP assignments will be made based upon specific student needs and OCP teacher qualifications.
4. Should there be no specific student needs or OCP teacher qualifications required, seniority shall be the determining factor, provided the assignment does not conflict with any current assignment held by the OCP teacher.

D. Personal Illness Leave

1. OCP Teachers earn paid personal illness leave at the rate of one day for each twenty (20) full days worked. A day worked shall be calculated by dividing the number of hours of homebound instruction (rounded to the nearest half-hours worked) and dividing that total by 7.5. OCP teachers may accumulate up to 70 days of personal illness leave.
2. OCP Teachers may use their paid personal illness leave if ill and unable to accept an assignment or if they should become ill while on assignment and become unable to continue in said assignment. Compensation due the OCP Teacher shall be at the contractual rate then in effect.

E. School Calendar

The OCP Teacher shall follow the School District calendar for instructional staff and schedule only on teacher-student contact days.

F. Planning Time

Each OCP Teacher shall receive one (1) hour of planning time for each five hours of student instruction time per week.

G. Compensation for Meeting Attendance

If an OCP Teacher is assigned by the District to attend a meeting regarding his/her student, said OCP teacher shall be compensated at the applicable hourly rate.

H. Health Insurance

Workdays, as related to health insurance eligibility (Section VII-A-4(b)(1), for OCP teachers shall be calculated by dividing the total number of hours worked in a day by 7.0

ADDENDUM B

RE: Sub SEAs

The following provisions are applicable to substitute teachers performing Special Education Assistant (SEA) work:

II-B	Grievance Procedure
III-B-1	Daily Rate
III-B-2	Long-term Rate
III-B-5.a., b.	Call-in Pay
III-C	Retirement
III-D	Paydate
III-G	Mileage
III-I	Payroll Deduction/Fair Share
III-J	Noon Lunch Supervision
IV-A	Non-Discrimination
IV-F	Disciplinary Action
IV-I	Emergency Situation
IV-K	Experience Credit for Substitute Teachers
V-A	Duty Free Lunch
V-B	Use of Physical Force
VI-B	Personal Illness Leave
VI-C	Illness in the Family
VI-G	Religious Holiday
VI-J	Transporting Students
VI-K	Personnel Files
VII-A-4-b(2)	Insurance Eligibility
VII-B	Liability Insurance
VII-C	Workers Compensation

If a substitute teacher is requested by the District to substitute in an SEA position, the District, at the time the request is made, will advise the substitute that the position is that of an SEA. A substitute who accepts such an assignment may be removed by the District from said assignment without recourse to the grievance procedure.

The District will not evaluate substitute teachers working as substitute SEAs.

Substitute teachers working as substitute SEAs will be compensated on an hourly basis, up to the full daily and long-term rate specified in Section III-B-1 and 2. Compensation will be calculated based on a percentage of the substitute teacher's daily rate of pay and shall be rounded up to the next highest hourly increment, pursuant to the following schedule.

1 Hour	0.15
2 Hours	0.30
3 Hours	0.45
4 Hours	0.60
5 Hours	0.75
6 Hours	0.90
7 Hours	1.00

ADDENDUM C

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 C-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

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