

PETER C. ANDERSON
CIRCUIT COURT, BR. 17

STATE OF WISCONSIN

CIRCUIT COURT

DANE COUNTY

Norman Sannes
5345 Queensbridge Road
Madison, WI 53714

Plaintiff,

v.

Madison Metropolitan School District Board of Education,
545 West Dayton Street, Room 110
Madison, WI 53703,

Madison Metropolitan School District
545 West Dayton Street, Room 110
Madison, WI 53703,

and

Madison Teachers Inc.
821 Williamson Street
Madison, WI 53703,

Defendants.

Declaratory Judgment
Case Code: 30701
Case No. 15-CV-

15CV0974

FILED

APR 13 2015

DANE COUNTY CIRCUIT COURT

THIS IS AN AUTHENTICATED COPY OF THE
ORIGINAL DOCUMENT FILED WITH THE DANE
COUNTY CLERK OF CIRCUIT COURT.

CARLO ESQUEDA
CLERK OF CIRCUIT COURT

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

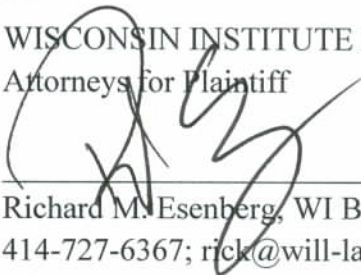
Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is: **Clerk of Circuit Court, Dane County Courthouse, 215 S. Hamilton St., Madison, WI 53703**, and to Wisconsin Institute for Law & Liberty, Inc., plaintiff's attorney, whose address is: 1139 E. Knapp Street, Milwaukee, WI 53202.

You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 8 day of April, 2015.

WISCONSIN INSTITUTE FOR LAW & LIBERTY
Attorneys for Plaintiff



Richard M. Esenberg, WI Bar No. 1005622
414-727-6367; rick@will-law.org
Brian McGrath, WI Bar No. 1016840
414-727-7412; brian@will-law.org
Thomas C. Kamenick, WI Bar No. 1063682
414-727-6368; tom@will-law.org
Wisconsin Institute for Law & Liberty, Inc.
1139 East Knapp Street
Milwaukee, WI 53202
414-727-9455; FAX: 414-727-6385

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COMPLAINT

Plaintiff, Norman Sannes, by his attorneys, Wisconsin Institute for Law & Liberty, as and for his Complaint against Defendants, the Madison Metropolitan School District Board of Education (the "Board"), the Madison Metropolitan School District (the "School District") and Madison Teachers Inc. ("MTI") alleges and shows to the Court as follows:

INTRODUCTION

1. This is a taxpayer action for declaratory judgment under Wis. Stat. § 806.04 and for an injunction under Wis. Stat. § 813.02. Plaintiff seeks a declaration that the 2014-2015 and the 2015-2016 collective bargaining agreements (the "CBAs") between the School District and MTI are unlawful, invalid and void on the grounds that: (a) the CBAs are the product of unlawful collective bargaining in violation of Wis. Stat. § 111.70(4)(mb); (b) the CBAs contain terms that violate Wisconsin law; and (c) the CBAs violate the rights of teachers under Wis. Stat. § 111.70(2).

2. Plaintiff seeks a declaration that the CBAs are unlawful, invalid and void, and seeks an injunction prohibiting the CBAs from being enforced.

PARTIES

3. Plaintiff Norman Sannes is a citizen of the State of Wisconsin, a resident of the City of Madison and the County of Dane, and a taxpayer whose taxes are used to fund the School District. He resides at 5345 Queensbridge Road, Madison, WI 53714.

4. Defendant School District is a “school district” as that term is used in Chapters 115 through 121 of the Wisconsin Statutes. The School District is a “municipal employer” as defined in Wis. Stat. § 111.70(1)(j).

5. Defendant Board is the governing body of the School District as defined in Wis. Stat. § 115.001(7). The School District and the Board have offices at 545 West Dayton Street Madison, WI 53703.

6. Defendant MTI is a domestic non-stock corporation that represents School District public school teachers and other School District employees under the provisions of Wis. Stats. §111.70 in collective bargaining with the Board and the School District. MTI has a principal office at 821 Williamson Street, Madison, WI 53703.

JURISDICTION AND VENUE

7. This Court has jurisdiction pursuant to Wis. Stat. § 806.04 in that: (a) there is a controversy between the parties as to the validity and binding effect of the CBAs; (b) the interests of Plaintiff and Defendants are adverse in that the Board authorized the negotiation of and ratified the CBAs and the School District and MTI are parties to the CBAs and Plaintiff seeks a declaration that the CBAs are unlawful, invalid and void; (c) Plaintiff Sannes on behalf of himself and other taxpayers has a legally protected interest because he and other taxpayers have suffered and will continue to suffer a pecuniary loss as a result of the Defendants’ illegal conduct in that under the CBAs, taxes will be spent in a manner which is unlawful and in violation of the public policy of the State of Wisconsin; and (d) the controversy is ripe for determination in that the Board and the School District are continuing to implement the CBAs but the CBAs are unlawful, invalid and void.

8. Venue is proper in this Court pursuant to Wis. Stat. § 801.50(2)(a) and (c).

FACTS

Act 10

9. In 2011, the Wisconsin Legislature enacted sweeping changes to the statutes that govern collective bargaining between public employees and their employers. These changes included 2011 Act 10 and 2011 Act 32, which amended and modified Act 10. Act 10 became the law in Wisconsin on June 29, 2011; Act 32 on July 1, 2011.

10. Act 32 and Act 10 (together known as “Act 10”), among other things, amended Wis. Stat. § 111.70, the statute that governs collective bargaining between municipal employers and municipal employees. Section 111.70(4)(mb), as amended by Act 10, prohibits municipal employers such as the School District from bargaining collectively with a union representing its employees with respect to any of the factors or conditions of employment except for total base wages. Base wages do not include overtime, premium pay, merit pay, pay schedules, or automatic pay progression. Wis. Stat. § 111.70(4)(mb).

11. Pursuant to Act 10, teachers have the right, among other things, to (a) refrain from union activity, (b) not pay union dues, and (c) not pay any amount under any so-called “fair share” agreements, i.e. non-union teachers being forced to pay union dues against their wishes.

Act 10 Litigation

12. In the wake of its passage by the Legislature, several lawsuits were filed challenging the validity of Act 10 on constitutional or other grounds. Act 10 has been upheld in every challenge. *WEAC v. Walker*, 705 F.3d 640 (7th Cir. 2013), *Wisconsin Law Enforcement Ass'n v. Walker*, Dane County Circuit Court No. 12CV4474; *Laborers Local 236, AFL-CIO v. Walker*, 749 F.3d 628 (7th Cir. 2014), and *Madison Teachers, Inc. v. Walker*, 2014 WI 99 (Wisconsin Supreme Court, July 30, 2014).

History of the School District and MTI

Negotiations In Violation of Act 10

13. After the effective date of Act 10 - July 1, 2011 - and despite its enactment, the Defendants continued to collectively bargain on subjects prohibited by Act 10, reaching collective bargaining agreements containing terms prohibited by Act 10 for the 2014-2015 and the 2015-2016 school years.

14. Under the CBAs, MTI was the collective bargaining agent for five different bargaining units of employees of the District.

15. In May, 2013, MTI requested that the District collectively bargain a contract for the 2014-2015 school year. The District and the Board agreed to do so and such collective bargaining occurred in September 2013. A true and correct copy of a joint letter from the District and MTI describing the decision to collectively bargaining and the dates for such bargaining is attached hereto as Exhibit A.

16. On October 3, 2013, counsel for the Plaintiff wrote to the District and stated that:
If the School District were to collectively bargain in a way that violates Act 10, it would be exposed to litigation by taxpayers or teachers who do not wish to be bound to an unlawful agreement or to be forced to contribute to an organization that they do not support.

A true and correct copy of the October 3, 2013 letter is attached hereto as Exhibit B.

17. As a result of the collective bargaining which occurred in September, 2013, and despite the notice received on October 3, 2013, on October 7, 2013, the Board ratified the collective bargaining agreements for the 2014-2015 school year.

18. On May 15, 2014, the Board voted unanimously to enter into collective bargaining with MTI's five bargaining units for an additional year, namely 2015-2016.

19. On that same date, May 15, 2014, Plaintiff's counsel wrote a letter to the School Board informing them that Act 10 prohibits terms in collective bargaining agreements that are inconsistent with the provisions of Act 10, and likewise that any such provisions cannot be included in any extension, modification or renewal of a preexisting contract. Plaintiff's counsel further stated that, "[i]f the CBA is unlawfully extended, then every taxpayer in Madison would have a valid claim arising from the illegal expenditure of tax dollars, and every teacher in Madison would have a valid claim for violation of their rights under Wis. Stat. §111.70(2)." A true and correct copy of the letter from Plaintiff's counsel is attached hereto as Exhibit C.

20. Plaintiff's counsel closed its May 15th letter by stating that "Obviously, you cannot be forced to use the tools provided by Act 10 to better serve Madison's children and taxpayers. But you do have to comply with the law, and we hope that you will at least choose to avoid the litigation costs that will likely result from a decision to extend the CBA in violation of Act 10."

21. After the Board's vote on May 15, 2014, and despite the notice from Plaintiff's counsel that such collective bargaining would be illegal, representatives of the Board and/or School District met and collectively negotiated with MTI as representatives of the teachers.

22. On June 2, 2014, those representatives reached tentative agreements on collective bargaining agreements for the 2015-2016 school year. On June 3, 2014, the membership of MTI's five bargaining units ratified the tentative agreements and on June 4, 2014, the Board unanimously approved the tentative agreements.

23. Thus, there are currently collective bargaining agreements in place between the School District and MTI for the 2014-2015 school year and the Defendants have entered into collective bargaining agreements for the 2015-2016 school year.

24. The conduct of the Board and the School District in entering into the CBAs has and continues to cost taxpayers money, including but not limited to the costs of negotiating the CBAs, making payments to teachers under the CBAs, paying stipends to supervisors and coaches, providing additional paid leave, administering dues deductions, and otherwise implementing the CBAs. The costs also include legal exposure to the School District for claims by teachers to recoup illegal forced deductions of union dues under the CBAs.

25. On November 26, 2014, Plaintiffs' counsel wrote another letter to the Defendants, a true and correct copy of which is attached hereto as Exhibit F and incorporated herein by reference. The November 26th letter informed the Defendants yet again that the CBAs were illegal and, among other things, requested an acknowledgment from the Defendants that the CBAs are unlawful, void, and of no force and effect; and the cessation of any and all actions by the Board and/or the School District to implement or enforce the CBAs.

26. In response to the November 26th letter, Plaintiffs' counsel received a notice of disallowance from the Board and the District dated March 24, 2015. Defendants continue to take actions that are based on the premise that the CBAs are valid and enforceable. A true and correct copy of which is attached hereto as Exhibit G and incorporated herein by reference

The CBAs

27. The CBAs include numerous provisions which are unlawful subjects of collective bargaining under Act 10. On June 3, 2014, the School District published a summary of the material terms of the 2015-2016 collective bargaining agreement with MTI. MTI, likewise, published its own summary. A true and correct copy of the summary of the CBAs published by

the School District is attached hereto as Exhibit D. A true and correct copy of the summary of the CBAs published by MTI is attached hereto as Exhibit E. The provisions that are not permissible under Act 10, as listed in the summaries, include but are not limited to provisions on working conditions, teacher assignments, fringe benefits, teacher tenure, deduction of union dues, “fair share” payments, employee healthcare contributions, retiree healthcare, pension, sick leave, and pay schedules.

28. Collectively, the CBAs run from July 1, 2014 through June 30, 2016.

FIRST CAUSE OF ACTION

For a Declaration that the CBAs are unlawful, and therefore void, in that they violate Wis. Stats. §§111.70(2) and (111.70(4)(mb))

29. Plaintiff incorporates the allegations of the previous paragraphs as if fully set forth herein.

30. Under Wis. Stat. § 111.70(2) teachers have the right to refrain from union activities, the right to refrain from paying union dues and the right not to be bound by a so-called “fair share” agreement.

31. Under Wis. Stat. § 111.70(1)(a), collective bargaining is defined as:

The performance of the mutual obligation of a municipal employer, through its officers and agents, and the representative of its municipal employees in a collective bargaining unit, **to meet and confer at reasonable times, in good faith, with the intention of reaching an agreement**, or to resolve questions arising under such an agreement, with respect to wages, hours, and conditions of employment for public safety employees or transit employees and **with respect to wages for general municipal employees** . . . Collective bargaining includes the reduction of any agreement reached to a written and signed document.

(Emphasis added.)

32. Wis. Stat. § 111.70(4)(mb)(1) limits the subject of authorized collective bargaining to wages as therein defined, and prohibits bargaining with respect to any other factors or conditions of employment:

A municipal employer is prohibited from bargaining collectively with a collective bargaining unit containing a general municipal employee with respect to . . . any factor or condition of employment except wages, which includes only total base wages and excludes any other compensation, which includes, but is not limited to, overtime, premium pay, merit pay,

performance pay, supplemental compensation, pay schedules, and automatic pay progressions.

33. Taken together, Wis. Stats. §§ 111.70(4)(mb)(1) and 111.70(1)(a) prohibit the School District from collectively bargaining with any collective bargaining representative on any factors or conditions of employment other than total base wages.

34. In spite of this prohibition, the Defendants collectively bargained on numerous factors and conditions of employment, violating § 111.70(4)(mb)(1).

35. In addition, the CBAs violate Wis. Stat. § 111.70(2) by forcing teachers to pay union dues or “fair share” payments even if the teacher does not want to belong to the union.

36. Wisconsin courts have long held that labor agreements that violate law or public policy are invalid and unenforceable. *Bd. of Ed. of Unified Sch. Dist. No. 1 v. WERC*, 52 Wis. 2d 625, 635 (1971) (“A labor contract term that is violative of public policy or a statute is void as a matter of law.”); *Glendale Prof'l Policemen's Ass'n v. City of Glendale*, 83 Wis. 2d 90, 106, (1978) (“When an irreconcilable conflict exists [between law and a CBA], we have held that the collective bargaining agreement should not be interpreted to authorize a violation of law.”).

37. The Board and the School District unlawfully spent taxpayer funds in collectively bargaining the CBAs and will spend substantial addition taxpayer funds in implementing the CBAs.

38. The CBAs violate the public policy of the State of Wisconsin.

39. Pursuant to Wis. Stat. § 806.04, Plaintiff is entitled to a declaration that the CBAs are unlawful, invalid and void.

SECOND CAUSE OF ACTION

For an Injunction prohibiting the Unlawful CBAs from being enforced

40. Plaintiff incorporates the allegations of the previous paragraphs as if fully set forth herein.

41. The Plaintiff and other taxpayers are irreparably harmed by the CBAs. The CBAs require the expenditure of tax monies that cannot be recovered.

42. The CBAs require continuing payments in violation of Act 10 relating to monetary compensation including fringe benefits agreed to in the CBAs which will impose

continuing costs on the School District, and the School District must expend money to administer the CBAs including but not limited to administering the dues deductions for MTI.

43. In addition, the CBAs require School District employees covered under the CBAs to pay union dues or “fair share” payments in violation of Act 10 and prohibit them from negotiating their own terms and conditions of employment. Continuing to implement the CBAs exposes the School District to financial exposure for claims by teachers for violation of this provision.

44. The Plaintiff lacks an adequate remedy at law to prevent these payments and costs and an injunction is necessary to preserve the status quo.

WHEREFORE, the Plaintiff respectfully requests this Court grant the following relief:

- A. A declaratory judgment stating that the Board and the School District violated Wis. Stats. §§ 111.70 by entering into collective bargaining with MTI over prohibited topics;
- B. A declaratory judgment that the CBAs are unlawful, void and of no force and effect;
- C. An injunction prohibiting enforcement of the CBAs;
- D. A judgment directing the Defendants to pay the costs of this lawsuit; and
- E. Granting Plaintiff such other and further relief as the Court deems appropriate.

Dated this 8 day of April, 2015.

WISCONSIN INSTITUTE FOR LAW & LIBERTY
Attorneys for Plaintiff


Richard M. Esenberg, WI Bar No. 1005622

414-727-6367; rick@will-law.org

Brian McGrath, WI Bar No. 1016840

414-727-7412; brian@will-law.org

Thomas C. Kamenick, WI Bar No. 1063682

414-727-6368; tom@will-law.org

Wisconsin Institute for Law & Liberty, Inc.

1139 East Knapp Street

Milwaukee, WI 53202

414-727-9455; FAX: 414-727-6385

Madison Metropolitan School District

Doyle Administration Building
545 West Dayton Street
Madison, Wisconsin 53703-1995

Madison Teachers Inc.

821 Williamson Street
Madison, Wisconsin 53703-4503
(608) 257-0491 Fax - (608) 257-1168

September 6, 2013

Dear MMSD Staff,

The new school year is off to a terrific beginning. The School District's new professional development program for new teachers was a success, as was MTI's luncheon for them, where a former District teacher discussed the huge difference MTI made in her family's life. We are off to a great start together.

The undersigned have been working together and agree that there is a lot of hard work ahead of us this year to ensure that every school is a thriving school that prepares every student for college, career and community, and we strongly agree that one of the strengths of the District is that MMSD has a very high-quality, committed staff who are up to the challenge.

Further, we agree that to be successful this year and in the years to come, District employees must have a work environment that is both challenging and rewarding. Having high expectations of employees' performance and supporting them in meeting those high expectations, benefits everyone – especially students. And, we agree that to achieve such accomplishments employees need both economic and employment security.

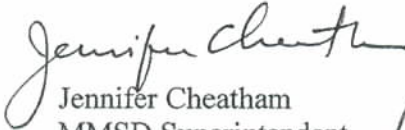
In May, MTI requested that the District collectively bargain a successor agreement to the current Collective Bargaining Agreements between them. MTI has five bargaining units of District employees. The current contracts run through June, 2014. We are pleased to announce that we have agreed to commence negotiations later this month with MTI units, as well as with AFSCME-Local 60 and Trades units.

The District and MTI, working together, can make decisions in the best interest of students and ensure that employees have a collective voice which will provide a stable environment that will allow us to stay focused on what we need to accomplish.

We are going to hold true to the central theory of our framework – that schools must be the driving force of our District. Each employee will focus on the day-to-day work of great teaching and learning and supporting schools in that work.

We are pleased that we have been able to establish a positive working relationship which will enable the District and MTI to proceed together on the important task of securing these necessary components of a good learning and working environment. We look forward to working with each of you.

Sincerely,


Jennifer Cheatham
MMSD Superintendent

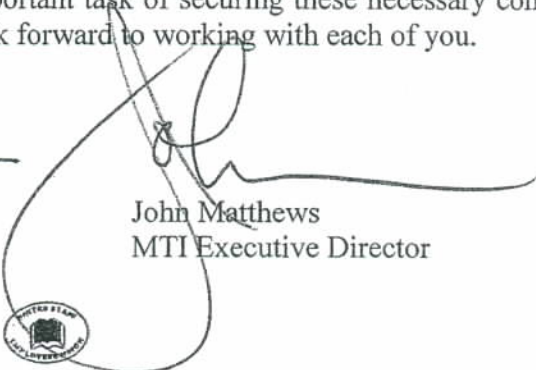

John Matthews
MTI Executive Director



EXHIBIT A

A



WISCONSIN INSTITUTE FOR LAW & LIBERTY, INC.
1139 E. Knapp Street, Milwaukee, WI 53202-2828
414-727-WILL
Fax 414-727-6385
www.will-law.org

Richard M. Esenberg
Michael Fischer
Brian W. McGrath
Thomas C. Kamenick
Charles J. Szafir III

Executive Director
Stacy A. Stueck

October 3, 2013

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

VIA EMAIL

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

Dear Superintendent Cheatham:

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

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

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

EXHIBIT B

B


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

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

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

Respectfully yours,

WISCONSIN INSTITUTE FOR LAW & LIBERTY



RICHARD M. ESENBERG
President & General Counsel
414-727-6367 (direct); 414-213-3957 (mobile)
rick@will-law.org

cc School Board Members via email:

Mary Burke, mburke2@madison.k12.wi.us
James Howard, jlhoward@madison.k12.wi.us
Ed Hughes, ejhughes@madison.k12.wi.us
Dean Loumous, dgloumos@madison.k12.wi.us
TJ Mertz, tjmertz@madison.k12.wi.us
Marj Passman, mpassman@madison.k12.wi.us
Arlene Silveira, asilveira@madison.k12.wi.us
Luke Gangler, lgangler@madison.k12.wi.us



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1139 E. Knapp Street, Milwaukee, WI 53202-2828
414-727-WILL
Fax 414-727-6385
www.will-law.org

Richard M. Esenberg
Michael Fischer
Brian W. McGrath
Thomas C. Kamenick
Charles J. Szafir III

Executive Director
Stacy A. Stueck

May 15, 2014

School Board Members of the
Madison Metropolitan School District
545 W. Dayton St.
Madison, WI 53703-1967

VIA EMAIL

Re: Illegality of extending the collective bargaining agreement with MTI

Dear Board Members of the Madison Metropolitan School District:

This week, it was reported that Madison Teachers Inc. ("MTI") is lobbying you to extend the existing collective bargaining contract until June 2016. Last October, the current contract was extended for the 2014-2015 school year. Given that the Wisconsin Supreme Court is set to rule on *MTI v. Walker* any day now – and given the other state court and federal court decisions now in place, it is a near certainty that Judge Colas' decision will be overturned. As a result, the timing of the request by MTI is obviously intended to evade the upcoming decision by the Wisconsin Supreme Court.

Act 10 has been upheld in every court that has considered it, except for Judge Colas. It was ruled to be constitutional by the U.S. Court of Appeals for the Seventh Circuit, the U.S. District Court of the Western District of Wisconsin, and by Dane County Circuit Court Judge John Markson. Consequently, the likelihood of Act 10 being declared constitutional in the Wisconsin Supreme Court is extremely high.

This presents a major problem as you debate whether to grant MTI's request to collectively bargain and extend the current CBA. Act 10 prohibits terms that are inconsistent with its provisions in any extension, modification or renewal of a preexisting contract. Both the previous extension and any new extension would, thus, violate Act 10.

While MTI might argue that an extension is lawful because the existing decision by Judge Colas has not yet been overturned, that decision has no effect outside of the parties involved in that one

EXHIBIT C

C

specific case. Keep in mind that neither you, the School District, the nearly 5,000 individual teachers employed by the School District, nor individual Madison taxpayers, are parties to *MTI v. Walker*. As a result, neither you nor the School District could rely on Judge Colas' decision as a defense to any claim that we, or other counsel, might bring on behalf of a taxpayer and/or teacher.

Moreover, if the Supreme Court overturns Judge Colas' decision, then his declaratory ruling in *MTI v. Walker* would become null and void—as if it never existed. If the CBA is unlawfully extended, then every taxpayer in Madison would have a valid claim arising from the illegal expenditure of tax dollars, and every teacher in Madison would have a valid claim for violation of their rights under Wis. Stat. §111.70(2).

We remind you that the risk of legal action is a very real one. Last spring we filed a lawsuit against the Milwaukee Area Technical College (MATC) for violating Act 10 by collectively bargaining with the employees' unions, as well as approving a contract that included terms that violated Act 10. More recently, in November 2013, when the Kenosha Unified School District (KUSD) violated Act 10, we filed a lawsuit against the District, School Board and the unions on behalf of a taxpayer and teacher.

We ask that you weigh these costs as you determine the best course of action for the Madison Metropolitan School District, teachers, and taxpayers. Obviously, you cannot be forced to use the tools provided by Act 10 to better serve Madison's children and taxpayers. But you do have to comply with the law, and we hope that you will at least choose to avoid the litigation costs that will likely result from a decision to extend the CBA in violation of Act 10.

Very truly yours,
WISCONSIN INSTITUTE FOR LAW & LIBERTY

A handwritten signature in black ink, appearing to read "RME", with a horizontal line extending to the right.

Richard M. Esenberg
President & General Counsel
414-727-6367 Direct



TO: Members of the Board of Education

FROM: Bob Nadler, Executive Director of Human Resources
Heidi Tepp, Director of Labor Relations

DATE: June 3, 2014

RE: **Summary of Settlements**
2015-2016 Teacher Collective Bargaining Agreement
2015-2016 EA-MTI Collective Bargaining Agreement
2015-2016 SEE-MTI Collective Bargaining Agreement
2015-2016 SSA-MTI Collective Bargaining Agreement
2015-2016 USO-MTI Collective Bargaining Agreement
2015-2016 Trades Collective Bargaining Agreement
2015-2016 Custodial Collective Bargaining Agreement
2015-2016 Food Service Collective Bargaining Agreement

On Monday June 2, 2014, the District and MTI reached tentative agreements for all MTI represented bargaining units for the 2015-2016 contract year. The Union is scheduled to ratify the agreements on June 3, 2014. On Tuesday June 3, 2014 the District and the Building and Construction Trades Council of South Central Wisconsin Union and Local 60-AFSCME reached tentative agreements for the 2015-2016 contract year for their respective units. The Trades union has scheduled its ratification meeting for June 3, 2014. Local 60-AFSCME has scheduled its ratification meeting for June 4, 2014.

The following summarizes the major elements of the tentative agreements for a one-year Collective Bargaining Agreement between the District and the above-referenced units for the 2015-2016 contract year:

Teacher Agreement

1. Effective Dates
Change effective dates to be consistent with a one-year contract
2. Section II-A Conference and Negotiation
Change dates to be consistent with the new contract term
3. Section III-A Salary Schedule
.25% wage increase and retain the right to unilaterally increase wages during the term of the contract.
4. Section III-B Salary
Change dates to be consistent with the new contract term

EXHIBIT D

5. Section III-E Payroll Deductions – (Effective 7-1-14)
Permit MTI to add an additional carrier for group automobile and homeowner insurance
6. Section III-L Extra Duty Compensation Schedule
The District agreed to add DECA, FCCLA, FBLA, FFA, HOSA and Skills USA to the list of clubs that provide pay to the supervisor under the extra-duty schedule
7. Section III-P Compensation for Performing Additive Duties in Special Education
 - Increased the caps for IEP evaluations that can be assigned at elementary and middle school from 4 to 6 but providing compensation if a 6th evaluation is assigned
 - Agreed to a \$75 stipend for Section 504 evaluation chairpersons
8. Section IV-F Teacher Assignments, Surplus, Vacancies and Transfers – (Effective 9-1-14)
 - Allow principal discretion in accepting surplus volunteers
 - Do not allow teachers on a plan of improvement to seek a voluntary transfer
 - After surplus teachers are placed, allow the District to select the most qualified applicant for vacancies from both internal and external applicants
 - Change the no post period to July 16th
9. Section IV-H Teacher Evaluation – (Effective 9-1-14)
 - Agree to a timeline for evaluations.
 - Confirm that walk-throughs and deep dives are not part of the teacher evaluation process
10. Section V-I Hours of School – (Effective 7-1-14)
Delete out dated language regarding Monday Early Release time
11. Section V-K School Calendar – (Effective 7-1-14)
Agree to the creation of 212 contract day positions for central office staff
12. Sections V-L School Calendar
Agree to reconfigure use of the five days before school starts
13. Section V-P Planning Time/Monday Early Release – (Effective 7-1-14)
Provide language regarding the use of Monday Early Release time at both the elementary and secondary level for structured team planning and other SIP-aligned activities
14. Section V-Q School Safety/Discipline – (Effective 7-1-14)
Resume school safety committees in relation to the implementation of the MMSD Behavior Education Plans
15. Section VI-A Absence Allowance
 - Allow teachers in 212 contract day positions to earn an additional PI day – (Effective 7-1-14)
 - Allow teachers who work extended school year (ESY) contracts as part of the High School Transition program requiring 30 or more hours per week for 4 or more weeks to earn an additional PI day

16. Section VII-B Health Insurance – (Effective 7-1-14)
Provide for a joint committee to review plan design changes to help reduce premium costs
17. Section VIII-B Adoption of Board Policies
Change dates to be consistent with the new contract term
18. Section VIII-D Work stoppage
Change dates to be consistent with the new contract term
19. Addenda A, B, F, G
Change dates to be consistent with the new contract term
20. LaFollette Four-Block MOU – (Effective 7-1-14)
 - Add 5 minutes of instructional time to the current blocks
 - Have the work day end at 4:00 p.m. on Mondays
 - Delete outdated equipment standards language
21. Extended the following MOUs through 2016
 - TERP
 - Ready Set Go Conferences
 - LEA Representative
 - Evening At-Risk Alternative Programs
 - Guidance Counselors for Evening At-Risk
 - Intermittent Absences and Sick Leave Bank
 - Missed Transfer Deadlines
 - Layoff-Retirement
 - Leave of Absence
 - Personal Leave – MTI Bargaining Unit
 - Reduction in Contract
 - Substitute Pay – Social Workers, Braillists, Guidance Counselors, Teachers for the Visually Impaired or Hearing Impaired
 - Substitute Pay – Psychologists, Nurses, Speech and Language Pathologists, Occupational and Physical Therapists
 - Retired Psychologists, Social Workers, Nurses, Speech and Language Pathologists, Occupational and Physical Therapists, Braillists, Guidance Counselors, Teachers for the Visually Impaired or Hearing Impaired
 - Maintaining Benefits During a Leave for Student Teaching

Educational Assistant (EA) Agreement

1. Section II-A Conference and Negotiation
Change effective dates to be consistent with a new one-year contract.
2. Section III-A Salary
.25% wage increase and retain the right to unilaterally increase wages during the term of the contract.

3. Section III-B Salary
Add an additional step for longevity to pay 15% over base after 28 years of service
4. Section III-E Payroll Deduction– (Effective 7-1-14)
Permit MTI to add an additional carrier for group automobile and homeowner insurance
5. Section VII-B Health Insurance – (Effective 7-1-14)
Provide for a joint committee to review plan design changes to help reduce premium costs
6. Section VIII-G Duration
Change effective dates to be consistent with a new one-year contract.
7. Addendum A
Change tutor hours from 320 to 480 per school year and change effective dates to be consistent with a new one-year contract.
8. Addendum C
Change effective dates to be consistent with a new one-year contract

Supportive Educational Employees (SEE) Agreement

1. Section II-A Conference and Negotiation
Change effective dates to be consistent with a new one-year contract.
2. Section III-A Salary
.25% wage increase and retain the right to unilaterally increase wages during the term of the contract.
3. Section III-I Payroll Deduction– (Effective 7-1-14)
Permit MTI to add an additional carrier for group automobile and homeowner insurance
4. Section VII-A Health Insurance – (Effective 7-1-14)
Provide for a joint committee to review plan design changes to help reduce premium costs
5. Section VIII-H Effective Dates
Change dates of contract to be consistent with a new one-year contract.
6. Addenda C, D, E, F
Change effective dates to be consistent with a new one-year contract

School Security Assistant (SSA) Agreement

1. Section II-A Conference and Negotiation
Change effective dates to be consistent with a new one-year contract.

2. Section III-A Salary
.25% wage increase and retain the right to unilaterally increase wages during the term of the contract.
3. Section III-E Payroll Deduction– (Effective 7-1-14)
Permit MTI to add an additional carrier for group automobile and homeowner insurance
4. Section VII-B Health Insurance – (Effective 7-1-14)
Provide for a joint committee to review plan design changes to help reduce premium costs
5. Section VIII-H Duration
Change effective dates to be consistent with a new one-year contract

Substitute (USO) Agreement

1. Section I-C Effective Dates
Change effective dates to be consistent with a new one-year contract
2. Section II-A Conference and Negotiation
Change effective dates to be consistent with a new one-year contract
3. Section III-B Salary
.25% wage increase in the daily rate
4. Section III-E Payroll Deduction– (Effective 7-1-14)
Permit MTI to add an additional carrier for group automobile and homeowner insurance
5. Section VII-A Health Insurance – (Effective 7-1-14)
Provide for a joint committee to review plan design changes to help reduce premium costs
6. Section VIII-E Work Stoppage
Change effective dates to be consistent with a new one-year contract
7. Section VIII-F Duration of Contract
Change effective dates to be consistent with a new one-year contract.

Trades Agreement

1. Section 5.01 Rates of Pay
.25% wage increase and retain the right to unilaterally increase wages during the term of the contract
2. Section 11.01 Medical-Surgical and Major Medical Insurance
Retain the right to unilaterally implement an insurance contribution
3. Section 16.01
Change effective dates to be consistent with a new one-year contract

Custodial Agreement

1. Section 5.01 Wage Plan
.25% wage increase and retain the right to unilaterally increase wages during the term of the contract
2. Section 11.01 Medical-Surgical and Major Medical Insurance
Retain the right to unilaterally implement an insurance contribution
3. Section 16.01
Change effective dates to be consistent with a new one-year contract

Food Service Agreement

1. Section 2.04 Management Rights
Change effective dates to be consistent with a new one-year contract.
2. Section 5.01 Salary Plan
.25% wage increase and retain the right to unilaterally increase wages during the term of the contract
3. Section 9.01 Medical-Surgical and Major Medical Insurance
Retain the right to unilaterally implement an insurance contribution
4. Section 13.01 Agreement Effective Dates and Negotiation
Change effective dates to be consistent with a new one-year contract.



Madison Teachers Inc. Contract Ratification Meeting June 3, 2014

2015-16 Collective Bargaining Agreements MTI, EA-MTI, SEE-MTI, SSA-MTI, USO-MTI

This Document has been Prepared by MTI Executive Director John A. Matthews

NOTE: The following is a synopsis of the tentative agreements reached in negotiations between MTI and the Madison Metropolitan School District which, upon ratification, along with the unchanged terms and conditions of the 2014-15 Collective Bargaining Agreements for each of the above-referenced MTI bargaining units, will become the Collective Bargaining Agreement for MTI's respective bargaining units for 2015-16.

DISCLAIMER: *This synopsis is designed to provide a brief overview of the new and revised Contract provisions. Thus, it is NOT written to provide legal descriptions of same.*

It is a pleasure to advise that MTI continues to be a leader for those it represents. While Governor Walker and the right-wing attempted through Act 10 (2011) to destroy public sector unions, and the economic and employment security they provide to Union members, *MTI has fought on.* Of 423 school districts, only seven have contracts for the current school year, and MTI is the only union to have contracts for 2014-15, and now, upon ratification, for 2015-16. *MTI's victory, wherein Judge Colas agreed with MTI's position that Act 10 is, in great part, unconstitutional, has enabled the negotiation of these Contracts.* The Attorney General appealed Judge Colas' decision, and the Wisconsin Supreme Court, which heard oral arguments in November, is set to rule before their term ends June 30, 2014.

It is notable that in addition to those items which have been modified in these negotiations, are those important economic benefits and employment security rights which have been preserved, and are guaranteed to continue at least through the 2015-16 school year, and hopefully beyond, given that we have gained agreement with the District that our Collective Bargaining Agreements provide the foundation for the Act 10 mandated Handbook. *These are rights which sadly are no longer guaranteed to any other education employee in Wisconsin.*

- Grievance procedure to enforce the terms and conditions of the Contract, with final binding arbitration by a neutral third party, and discipline/dismissal only for just cause and due process, with final and binding arbitration by a neutral third party.
- A defined salary schedule which continues to compensate teachers based on education and experience. For MTI's bargaining units, the negotiated salaries and classification schedules continue.
- Extra duties, such as coaching, etc. are 100% voluntary.
- Limitations on IEP work.
- Compensation for class covering.
- Surplus and layoff determined by seniority.
- Reassignment rights from surplus and layoff.
- Processes to address significant concerns regarding student behavior or learning.
- Defined work day.
- Defined school year.
- Paid sick leave.
- Paid use of sick leave for family illness.
- Paid bereavement leave.
- Academic or childrearing leave for a semester, a school year or two school years.
- Career exploration leave for up to one year.

EXHIBIT E

- Worker's Compensation benefits to provide 100% of wages lost for up to one year due to work-related injury/illness, rather than the 2/3rd's pay as provided by Statute. Worker's Compensation from day one of work-related injury/illness, than day four as provided by Statute.
- The right to be absent on the religious holiday of *your* religion.
- Group life insurance 85% employer paid.
- Group health insurance 100% employer paid.
- Group long-term disability insurance providing 80% pay, 100% employer paid.
- Group Dental insurance 90% employer paid.
- Sick Leave Bank (teachers) provides short term disability benefits when one's paid personal illness leave is depleted.
- Sick Leave Bank (teachers).
- Access to unused sick leave to pay post-retirement insurance premiums.
- Teacher Emeritus Retirement Program (TERP) (teachers).

Also of note is the recently achieved benefit that should a spouse/domestic partner die and both are District employees, the surviving spouse/domestic partner is granted the other's Personal Sick Leave Account/Retirement Insurance Account.

HANDBOOK: Among the topics addressed in our 2013 negotiations was how the Act 10 mandated "Employee Handbook" would be developed. In last year's negotiations MTI gained agreement with the District, that while most school boards acted unilaterally to develop the Handbook, MTI has 5 appointees to the Committee which will develop the Handbook. That agreement also provides that MTI's 2014-15 Collective Bargaining Agreements serve as the foundation for the Handbook. That has now been amended to provide that the 2015-16 Contracts will serve as the foundation for the Handbook. *Some school boards have rolled back employee rights to the 1950's or 1960's, when unilaterally creating the Handbook for their school districts. For example, teachers in some districts cannot wear sandals, open-toed shoes and women must wear skirts or dresses at least to the knee. The Janesville School Board just eliminated wages for any credits or degrees beyond the BA.*

MTI's 2013-14 Contract also contained joint MTI/District Committees to address issues of common interest. This included parent-teacher conferences, teacher assignments and transfer, professional collaboration time, school calendar, teacher evaluation, as well as the Act 10 mandated Handbook. The discussion and recommendations/non-action by these committees impacted negotiations for the 2015-16 Contract.

2015-16 TERMS TENTATIVELY AGREED UPON

All Five MTI Bargaining Units:

Wages: Blaming unknown funding from the State, the Board of Education pulled very tight on the strings of their money bag. Wage increases effective July 1, 2015 will be at least .25, with discretion for a greater wage increase in the hands of the Board.\

Posting/Transfer: The teacher bargaining unit agreed to the modifications noted on page 3, "Teacher Assignments, Vacancies & Transfer" with the stipulation that the District would drop their proposals on this topic for EA-MTI, SSA-MTI and SEE-MTI.

Payroll Deduction: Agreement was reached to enable deductions for an additional company as regards premiums for auto & homeowners insurance. Currently only one company is authorized. Having premiums deducted results in the premium being reduced.

Teachers Bargaining Unit

Extra Duty Compensation: Section III-L-12 is amended to provide additive compensation for advisors of the following clubs: DECA, FBLA, FCCLA, FFA, HOSA, Skills USA, in addition to Science Olympiad, Math Team, Future Problem Solving, and Robotics Competition.*

- *Distributive Education Clubs of America
- Future Business Leaders of America
- Family, Career and Community Leaders of America
- Future Farmers of America
- Health Occupations Students of America

Compensation for Performing Additive Duties in Special Education Programs: Section III-P is amended to increase the maximum IEPs (initial and re-evaluation) for which a teacher is responsible from 4 to 5 at the elementary and middle school levels, with teachers being compensated at their regular contract rate should they be assigned or 6th IEP (Extended Contract Rate/see Contract Section III-J).

Further, members of MTI's teacher bargaining unit, excluding PSTs, who serve as Chairperson for Section 504 (initial and re-evaluation) will be additionally compensated \$75.00 per appointment. This provides these individuals equal compensation to those who Chair IEP Committees. 504 applies to students needing accommodations, but who have not been identified as needing special education services. Examples of 504 students includes those who are deaf, visually impaired, ADHD, physical handicapped, et al. These negotiations were conducted by MTI Bargaining Team members Peggy Coyne and Sara Bringman, who are special education teachers. MTI Assistant Director Sara Bringman also participated in the discussions. She has MTI responsibility for special education.

Teacher Assignments, Vacancies and Transfers: Section IV-F is amended to extend the time until July 15 (another month) during which vacant positions must be posted. This was a quid pro quo for the District's proposal that external candidates be considered at the same time as internal candidates for a vacant position. By the teacher unit agreeing to such a change we were also successful at getting the District to drop similar proposals for SEE, EA, SSA bargaining units. Teachers who have been declared Surplus must be placed before transfers are considered.

It is agreed that teachers employed under a provisional license may now transfer to a position which requires the same DPI provisional license which they currently hold.

It is further agreed that a teacher who is placed on an improvement plan may not voluntarily transfer.

Revisions in this Section will become effective September 1, 2014

Teacher Evaluation: Section IV-H is amended to provide that teachers on probation (one's first three years of employment, unless working under provisional license) will be evaluated not less than once during their first year of employment, and every third year thereafter. Non-probationary teachers will be evaluated no less than every three years. This Section was modified to comply with the new State Educator Effectiveness provision. It is agreed that the current Contract evaluation criteria will remain in effect until the new State system is implemented.

Walk-throughs and Deep Dives: It is agreed, and will be included in the above-referenced Contract provision, that "Walk-throughs and Deep Dives are processes to collect school-wide data to monitor implementation of a school's improvement plan. The evidence collected for teacher evaluation occurs outside of those processes."

Hours of School: See Section V-P

School Calendar: Section V-K is amended to enable the District to provide 212 day contracts for certain central office teachers. 192 days of said positions will be in accordance with the agreed-upon school calendar. The additional days will be during the summer break, with compensation at one's daily contract amount (Extended Contract Pay/see Contract Section III-J). The days to be worked during the summer will be determined by the supervisor, in consultation with the teacher. Accepting a 212 day position is voluntary. New positions will be posted as 212 day positions. For those currently in such a position which the District converts to a 212 day position, the District will notify the teacher by February 15 that the position henceforth will be a 212 day position. The teacher has until March 1 to accept or decline the position. If one declines the position, s/he will be declared Surplus, and reassigned according to that Contract provision (see Contract Section IV-F). Teachers in a 212 day position will earn an additional day of Personal Illness Leave (see Contract Section VI-A).

Revisions in this Section will become effective July 1, 2014

School Calendar: Section V-L is amended by redistribution of days both at the beginning of the school year, as regards Staff Development, and with the addition of a Compensatory Day, which will be the day before Thanksgiving, for the time spent in parent-teacher conferences. This will provide a 5 day break in November. All Staff Day will be on the Tuesday before school begins, followed by two Staff Development Days. *The following Friday and Monday will be Voluntary Days for returning staff, i.e., teachers are not obligated to report to work.* Days identified as "Voluntary Days" are obligatory days for new hires.

For 2015 -16, school will begin on September 1, with Labor Day September 7. There will be a Compensatory Day (see above) on November 25, Thanksgiving November 26, and a vacation day on November 27. Winter break will be December 21 - January 1, MLK Holiday on January 18. Spring break will be March 21-28, and school will end June 10. Staff Development will occur November 13, February 5, March 11.

Planning Time/Monday Early Release: Section V-I, V-P, Professional Collaboration Time 25%

Amendments were made to Section V-I, V-P and the PCT Memoranda of Understanding to provide more regular, effective time for teacher collaboration, as well as to insure that all teachers have the opportunity to participate in decisions regarding the use of such Professional Collaboration Time. The principal is obligated to provide all teachers with written notice of the day, time and place of the meeting, at which the purpose of PCT will be determined. This will correct the situation at several schools where teachers have been excluded from PCT planning meetings. PCT will now be contained in the Collective Bargaining Agreement.

Elementary Teachers

Full-time elementary teachers will continue to receive 4 and ½ hours of planning time per week *during the student day*.

The use of Monday Early Release Time will be determined collaboratively at the building between the principal and the leadership team and **any other member of the teaching staff who wishes to participate**. *The principal will provide written notice to all teachers of the date, place and time of the meetings at which the use of Monday Early Release time is being determined.* These additions were added to insure that all teaching staff are provided the opportunity to participate in these determinations.

Revisions were also made to the scheduling of Monday Early Release Time. **Currently** at the elementary level, the District has discretion over two (2) Monday afternoons per month - one for professional development and one for a staff meeting. Teachers currently receive two (2) Monday afternoons per month for individual planning time. In months in which there are five (5) Mondays which are work days, the District has an additional afternoon for professional development.

Commencing this fall, the District will have discretion over one (1) Monday afternoon each month regarding the School Improvement Plan (SIP) – aligned activities such as professional development. **On the remaining Monday afternoons in the month, the first hour is reserved to teachers** to engage in **“structured team planning”**, and **the remainder of the time reserved for teachers’ individual planning**. Structured team planning means *guaranteed planning in which teams of teachers plan their core instruction, including use of instructional materials, strategies and assessments, and reflect on student progress.* **In months in which there are five (5) Mondays which are work days, one of the Monday afternoons will be used entirely for individual planning time.**

Secondary Teachers

The Professional Collaboration Time (PCT) Memorandum of Understanding has been replaced with Contract language providing Monday Early Release at the secondary level, similar to that for elementary. The use of Monday Early Release Time will be determined collaboratively at the building between the principal and the leadership team and *any other member of the teaching staff who wish to participate. The principal will provide written notice to all teachers of the date, place and time of the meetings at which the use of Monday Early Release time is being discussed.* These additions were added to insure that all teaching staff were provided the opportunity to participate in these determinations.

Monday Early Release days at the secondary level will be used for *structured team planning as well as SIP-aligned activities* such as PD, with *structured team planning being utilized approximately 75% of the time* over the course of the year. Structured team planning means guaranteed planning in which teams of teachers plan their core instruction, including use of instructional materials, strategies and assessments, and reflect on student progress.

Revisions in these Sections and PCT will become effective September 1, 2014.

School Safety/Discipline: Section V-Q will renew three School Safety Committees, elementary, middle school and high school, to study the issues of school safety and implementation of and compliance with the new MMSD Behavior Education Plans. The Committee will report periodically to the MTI Board of Directors and to the Superintendent. MTI and the District will each appoint three (3) individuals to each committee.

Revisions in this Section will become effective July 1, 2014

Absence Allowance: Section VI-A is modified to provide an additional day of Personal Illness Leave for 212 day positions (see Section V-K), and to provide an additional day of Personal Illness Leave for staff working Extended School Year (ESY) as part of the High School Transition Program for 30 hours or each four (4) week period.

Health Insurance: Section VII-B: The MTI Executive Director and the Superintendent will each appoint four (4) individuals to a Joint Committee to explore plan designs to help control the increasing cost of health insurance premiums. Work shall begin July 1 and conclude by September 1, 2014.

La Follette Four Block Memorandum of Understanding:

MTI engaged five (5) MTI Faculty Representatives for La Follette High School to engage in discussions with the La Follette Principal, et al, as regards modification of the Memorandum which were sought by the Principal. MTI Assistant Director Jeff Knight also participated in the discussions. He has MTI responsibility for the La Follette Four Block. As a result, a minor adjustment in the number of minutes for a “block” was agreed upon. The requirement that full time equaled 270 per day was replaced with full time being defined as teaching three (3) blocks. Monday's work day for La Follette teachers will be 8:00 a.m. - 4:00 p.m. Obsolete language on Equipment Standards was deleted.

Revisions in this Memorandum will become effective September 1, 2014.

Memoranda of Understanding:

MTI has gained agreement that the **following Memoranda of Understanding**, which have been negotiated by MTI over the years and run concurrently with the term of the Collective Bargaining Agreement, **will continue through the 2015-16 Contract.**

MTI proposes that the following Memoranda between the parties be renewed for the Contract governing 2015-16:

- Teacher Emeritus Retirement Program
- Ready Set Goal Conferences (to include any MTI/MMSD agreed-upon revisions)
- LEA Representative
- La Follette Four Block (* see revisions above)
- Evening At-Risk Alternative Programs
- Guidance Counselors for Evening At-Risk
- Intermittent Absences and Sick Leave Bank
- Missed Transfer Deadlines
- Layoff-Retirement
- Leave of Absence
- Personal Leave – MTI Bargaining Unit
- Reduction in Contract
- Substitute Pay–Social Workers, Braillists, Guidance Counselors, Teachers for the Visually Impaired or Hearing Impaired
- Substitute Pay–Psychologists, Nurses, Speech and Language Pathologists, Occupational and Physical Therapists, Retired Psychologists, Social Workers, Nurses, Speech and Language Pathologists, Occupational and Physical Therapists, Braillists, Guidance Counselors, Teachers for the Visually Impaired or Hearing Impaired, Maintaining Benefits During a Leave for Student Teaching
- Four Year-Old Kindergarten
- High School and Middle School Professional Collaboration Time (Moved into Collective Bargaining Agreement, see Sections V-I and V-P above.)

Supportive Educational Employees (SEE-MTI)

The Joint Committee on Health Insurance (see Teacher Contract revisions, Section VII-B also applies to SEE-MTI).
For wages, see page 2.

Educational Assistants (EA-MTI)

The number of hours a Limited Term Employee (tutor) can work in a school year has been increased from 320 hours to 480 hours.

Longevity pay was increased by adding a step which will pay 15% over Step 8, to be achieved after 28 years of service.

The Joint Committee on Health Insurance (see Teacher Contract revisions, Section VII-B also applies to SEE-MTI).

For wages, see page 2

Substitute Teachers (USO-MTI)

The Joint Committee on Health Insurance (see Teacher Contract revisions, Section VII-B also applies to SEE-MTI).

For wages, see page 2.

Security Assistants (SSA-MTI)

The Joint Committee on Health Insurance (see Teacher Contract revisions, Section VII-B also applies to SEE-MTI).

For wages, see page 2.



WISCONSIN INSTITUTE FOR LAW & LIBERTY, INC.

1139 E. Knapp Street, Milwaukee, WI 53202-2828

414-727-WILL

Fax 414-727-6385

www.will-law.org

Richard M. Esenberg

Michael Fischer

Brian W. McGrath

Thomas C. Kamenick

Charles J. Szafir III

Executive Director

Stacy A. Stueck

Education Research Director

Martin F. Lueken, Ph.D.

NOTICE OF CLAIM AND INJURY PURSUANT TO SEC. 893.80

November 26, 2014

School Board Members of the
Madison Metropolitan School District
545 W. Dayton St.
Madison, WI 53703-1967

VIA EMAIL AND FIRST CLASS MAIL

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

Re: Illegality of extending the collective bargaining agreement with MTI

Dear Ms. Cheatham and Board Members of the Madison Metropolitan School District:

The Wisconsin Institute for Law & Liberty ("WILL") is a public policy law firm that seeks to advance the rule of law and the public interest in open and transparent government. WILL represents Norman Sannes of 5345 Queensbridge Road, Madison, WI, a taxpayer of the Madison Metropolitan School District ("MMSD"). Our client has serious concerns about the collective bargaining agreements that MMSD has entered into with Madison Teachers, Inc. ("MTI") after the effective date of Act 10 ("CBAs"). This includes both the CBA for the 2014-2015 school year and the CBA for the 2015-2016 school year.

On July 31, 2014, Act 10 was ruled to be constitutional by the Wisconsin Supreme Court. That decision made it clear that any continuing action by the Board and/or the School District in alleged reliance on the previous decision of Judge Colas was no longer appropriate. The CBAs include numerous terms and conditions that violate Act 10. The conduct of the Board and the School District in entering into the CBAs, and in continuing to enforce and implement the CBAs is unlawful because the CBAs violate Act 10. This unlawful conduct by the Board and the School District has and continues to cost taxpayers money, including but not limited to the costs of negotiating the CBAs, making payments to teachers under the CBAs, paying stipends to supervisors and coaches, providing additional paid leave, administering dues deductions, and

EXHIBIT F

otherwise implementing the CBAs. The costs also include legal exposure to the School District for claims by teachers to recoup illegal forced deductions of union dues under the CBAs. Each expenditure made by the School District in implementing and enforcing the CBAs imposes harm on taxpayers. We ask that you weigh these costs, and the harm to taxpayers, as you determine the best course of action for the Madison Metropolitan School District and taxpayers.

Our client does not seek monetary damages. The relief that he seeks is: (a) an acknowledgment that the CBAs are unlawful, void, and of no force and effect; and (b) the cessation of any and all actions by the Board and/or the School District to implement or enforce the CBAs.

Should these claims be disallowed our client intends to seek appropriate relief in a court of competent jurisdiction. We urge you to review and decide these claims as promptly as possible. Should the Board and/or the School District continue to take any actions that are based on the premise that the CBAs are valid and enforceable, we will consider our client's claims to have been disallowed and proceed accordingly.

WISCONSIN INSTITUTE FOR LAW & LIBERTY



RICHARD M. ESHENBERG
President & General Counsel
414-727-6367 Direct



March 24, 2015

Via Certified Mail, Return Receipt Requested

Norman Sannes
5345 Queensbridge Road
Madison, Wisconsin 53714

✓ Atty. Richard M. Esenberg
1139 E. Knapp Street
Milwaukee, Wisconsin 53202

NOTICE OF DISALLOWANCE OF CLAIMS
PURSUANT TO WIS. STAT. §893.80

Dear Mr. Sannes and Atty. Esenberg:

The Madison Metropolitan School District has received the Notice of Claim on behalf of Mr. Norman Sannes that was mailed and emailed to the Board of Education and Superintendent on November 26, 2014.

On March 23, 2015, at a duly noticed meeting of the Board of Education of the Madison Metropolitan School District, the School Board acted by motion to disallow, in their entirety, all of Mr. Sannes' claims. This letter serves as notice of disallowance pursuant to Wis. Stat. §893.80.

By state statute, no action on any disallowed claim may be brought after six (6) months from the date of service of the Notice of Disallowance.

Dated March 24, 2015 at Madison, Wisconsin

A handwritten signature in cursive script, appearing to read "Dean Loumos".

Dean Loumos
Clerk of the Madison Metropolitan School District

cc: Sarah Zylstra