

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into for and in consideration of the commitments set forth herein on this 23rd day of December, 2020, by and between Madison Teachers Incorporated (“MTI”), and the Madison Metropolitan School District (“MMSD” or “the District”) (together, “the Parties”).

WHEREAS, MTI filed a prohibited practice complaint with the Wisconsin Employment Relations Commission (“WERC”) on June 8, 2020, Case ID 88.0038 (“the June PPC”); and

WHEREAS, MTI filed a second prohibited practice complaint with the WERC on December 2, 2020, Case ID 88.0038 (“the December PPC”); and

WHEREAS, with the assistance of WERC staff attorney Peter Davis, the parties engaged in settlement discussions connected with the June PPC prior to scheduling a hearing; and

WHEREAS, MTI and MMSD wish to avoid the expense and disruption of any further litigation between them by amicably entering into this full and final settlement. NOW, THEREFORE, in consideration of their mutual promises as set forth herein with their intention to be mutually and legally bound hereby, MTI and MMSD covenant and agree as follows:

1. In consideration of MMSD’s acknowledgements and promises below, MTI agrees to withdraw its Complaints in both the June PPC and the December PPC.
2. MMSD acknowledges and will respect that MTI is the certified, elected

representative of the bargaining units of (1) teachers, comprised of approximately 2835 MMSD employees; (2) educational support staff, comprised of approximately 910 MMSD employees; and (3) substitute teachers, comprised of approximately 639 MMSD employees; over 79% of whom affirmatively cast votes selecting MTI as their representative in the annual certification elections administered by the WERC in November 2019.

3. MMSD acknowledges and will respect that as the certified representative of these approximately 4,384 MMSD employees, it shall bargain with MTI in good faith over base wages for these employees. MMSD acknowledges that it mistakenly informed all MMSD employees, including all MTI members, in the “MMSD Connect,” distributed by email on November 30, 2020 at 5:17 pm, that “The MMSD Board of Education, MTI and the trades have ratified the agreement to increase base wages by 0.50%...” MMSD further acknowledges that there was neither an agreement between MTI and MMSD on base wages, nor was there a ratification of an agreement on base wages. MMSD recognizes that it mistakenly made a false statement, regrets it, apologizes, understands that it caused harm to its relationship with MTI, and wishes to remedy that harm. Although the Board of Education had passed a budget with a 0.5% base wage increase, and MMSD unilaterally implemented it, MTI had neither agreed to nor ratified that outcome.

4. The parties agree to resume good faith bargaining over base wages as soon as practicable, and to that end, will prioritize scheduling bargaining sessions.

5. The Parties mutually agree that the process for such bargaining shall be collaborative and conducted pursuant to principles of Collaborative Problem Solving. To that end, the Parties mutually adopt the attached Joint Statement of Principles, which will govern such sessions going forward. The parties agree that the Joint Statement of Principles and their performance under it is relevant as to the parties' good faith bargaining should that be an issue for dispute resolution under paragraph 9 below, but otherwise is not subject to dispute resolution under paragraph 9.

6. The Parties will together prepare a media alert announcing this Settlement Agreement and releasing the Settlement Agreement and the Joint Statement of Principles to the press.

7. The District will also circulate the Joint Statement of Principles and this Settlement Agreement in the MMSD Connect in the first issue following the date this Settlement Agreement is finalized.

8. The Parties represent and certify that they have carefully read and fully understand all of the provisions and effects of this Settlement Agreement and have thoroughly discussed all aspects of this Agreement with their attorneys, that they are voluntarily entering into this Agreement, and that neither of the Parties nor their attorneys made any representation concerning the terms or effects of this Settlement Agreement other than those contained herein.

9. This Settlement Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Wisconsin. Any alleged violation of this

Settlement Agreement shall be addressed before the Wisconsin Employment Relations Commission, but if the WERC determines that it does not have jurisdiction to enforce this Settlement Agreement, the parties agree to resolve such dispute using WERC staff counsel Peter Davis, or, if Mr. Davis is not available, before another mutually-agreed upon experienced Wisconsin labor arbitrator or hearing officer.

10. Should any provision of this Settlement Agreement be declared or be determined by any court or administrative agency to be illegal, invalid, and/or against public policy, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal and invalid provision or term shall be deemed not to be part of the Agreement.

11. This Settlement Agreement sets forth the entire Agreement between the Parties hereto, and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof.

12. A facsimile, scanned, or e-mailed version of this Settlement Agreement shall be valid as the original.

IN WITNESS WHEREOF, and intending to be legally bound hereby, MTI and MMSD have executed the foregoing Settlement Agreement.

MADISON TEACHERS INCORPORATED MADISON METROPOLITAN SCHOOL DISTRICT

By: Edward Sadlowski, Executive
Director By: Dr. Carlton D. Jenkins, Superintendent

By: Andy Waity, President