Proposal #1

**PREAMBLE**

This collective bargaining agreement was made and entered into by and between

the Board of Madison Area Technical College District (hereinafter “College,”

“Board,” or “Employer”) and the Madison Area Technical College Part-time Teachers’ Union, Local 6100, AFT-Wisconsin, AFT, AFL-CIO (hereinafter the “Federation” or “Union”).

Proposal #2

**ARTICLE I — Board Responsibility**

It is the responsibility of the Board to administer the schools within the district in accordance with Wisconsin Statutes, Chapter 38, and in conformance with the Constitution and Laws of the State of Wisconsin and the Constitution and Laws of the United States of America.

Proposal #3

**ARTICLE II — Recognition and Scope**

**Section A – Recognition**

1. The Board recognizes the Union as the sole and exclusive bargaining representative

of all part-time teachers in Madison Area Technical College District

as defined below:

2. Part-time teachers are professional employees employed by the Board falling

into one of the following categories:

a. Teachers teaching less than fifty (50%) of a normal teaching schedule;

or

b. Counselors working less than half of a normal counselor’s schedule.

(Re: WERC Certification of Representative. Case 83 No. 52492 ME-3455 Decision No. 28655-A, April 11, 1996)

3. Part-time teacher does not, however, include teachers teaching exclusively

600 level courses nor administrative, supervisory, managerial or confidential

employees of the Board, even if said employee is engaged in teaching on a

part-time basis.

4. This article is set forth merely to describe the bargaining representative

and the bargaining unit covered by the terms of this agreement and shall not be

interpreted for any other purpose.

**Section B – Implementation**

1. The Board agrees to provide the Union with information it may from time to

time request which is necessary for the Union to bargain with the College or to

enforce the terms of this agreement provided:

a. Such information is not reasonably available to the Union.

b. The Union’s request is made in writing to Human Resources.

c. The union shall, upon request, be entitled to the names, addresses, telephone numbers, e-mail addresses, course assignments and work locations for all persons currently employed by the college as part-time faculty members.

d. The union shall, upon request, be entitled to receive any data regarding wages or other compensation for any member or members of its bargaining unit.

e. The data provided in response to requests in (c) or (d) above shall be in a form of an editable Microsoft Excel file unless otherwise specified by the union.

f. The College shall notify the union of any person teaching on a part-time basis and excluded from the bargaining unit under Article II, Section A (3) of this agreement within thirty (30) days of that individual’s assignment to a part time teaching position.

5. The Union shall be notified of the name and address of any newly hired teacher within thirty (30) days of the teacher’s appointment.

Proposal #4

**Section F – Management Rights**

Except as expressly modified by other provisions of the contract, the Board

possesses the sole right to operate the District and all management rights repose

in it. These rights include, but are not limited to, the following:

1. To direct all operations of the District;

2. To hire, promote, transfer, schedule and assign employees in positions

within the District;

3. To suspend, demote, discharge and take other disciplinary action against

employees;

4. To relieve employees from their duties;

5. To maintain efficiency of District operations;

6. To take whatever action is necessary to comply with State or Federal law;

7. To introduce new or improved methods or facilities;

8. To change existing methods or facilities;

9. To determine the kinds and amounts of services to be performed as pertains

to District operations; and the number and kind of classifications to perform

such services;

10. To determine the methods, means and personnel by which District operations

are to be conducted;

11. To take whatever action is necessary to carry out the functions of the District

in situations of emergency;

12. To contract out for goods and services;

13. To create, revise and eliminate positions;

14. To determine the educational policies of the District.

15. To establish and require observance of reasonable work rules and schedules of work;

16. To select employees, establish quality standards and evaluate employee

performance.

Proposal #5

**Article II, Section G- Definitions (new language)**

1. For the purposes of this agreement the following terms shall be defined as follows:
   1. “Teacher” means an individual engaged in teaching the students of Madison Area Technical College.
   2. “Student” means an individual who has enrolled in a course or program to receive instruction from Madison Area Technical College.
   3. “Teaching” means any of the following:
      1. the communication of knowledge or information; or
      2. to assist in learning how to do something; or
      3. to guide the studies of a student
      4. For purposes of this agreement, “Teaching” does not include informal communication between students under the direction or supervision of a teacher.
   4. “Manager” means an individual employed by the Board as a Dean, Associate Dean, Regional Campus Administrator, Vice President or Officer of the College.
   5. “Administrator” means a “manager”.
   6. “600-level course” means non-credit educational offerings that are leisure-time, self-enrichment activities including arts, crafts, games, hobbies, sports, recreation, and foreign language conversation and are classified as such using the procedures established by the Classification of Instructional Programs (CIP) criteria maintained by the National Center of Education Statistics.
   7. “Normal Teaching Schedule” refers to the workload of the full-time faculty, defined as follows:
      1. The formula for determining load for the learning facilitation portion of a professional faculty workload shall be 3.65 percent (3.65%) for each class period and one-half percent (0.5%) assigned for prep for each unduplicated credit (prorated where appropriate), and one-tenth percent (0.1%) for each student (prorated where appropriate). Open lab shall be three percent (3%) for each class period and no additional percentage for preparation or for the number of students. The student count shall be based on the average number of students in the particular class in the previous two (2) semesters taught as reported to the State WTCS Board. For new classes, the student count shall be determined by the College based upon class capacity.
   8. “Counselor” means means a person employed by a district who is responsible for counseling students on vocational, career and personal concerns.
   9. “Normal Counselor’s schedule” refers to the workload of a full time counselor, defined as a forty (40) hour work week.
   10. “Information” means facts, or data, or knowledge of specific events or situations that has been gathered or received by study, communication; intelligence or news.
   11. “College” means Madison Area Technical College and all affiliated campuses, programs, organizations and entities.

Proposal #6

**Article IV Section A- Dues Deduction (Modified language)**

1. Upon receipt of a written authorization from an employee, the Board shall deduct an amount authorized by the employee as Union dues from each paycheck of the employee.

2. Such authorization for deduction of dues shall continue in force and effect until the teacher submits a written revocation of such authorization to the Board and the Union within the required window period, but not less than thirty (30) calendar days prior to the effective date of such written revocation.

3. The amounts so deducted shall be promptly remitted directly to the Union. Union dues shall be electronically transferred to the Union at no cost to the Union.

Proposal #7

**ARTICLE VI**

**Article VI Section F – Teacher Files (Modified Language)**

1. The College and the Union recognize the right of the Union to access employee personnel files pursuant to Wisconsin Statute § 19.36 (10).

Proposal #8

**ARTICLE VI Section I- Teaching Assignments (modified language)**

1. For the purposes of Appendix U of the 2011-2014 Collective Bargaining Agreement between Madison Area Technical College and the Madison Area Technical College Full Time Faculty Union, Local 243, AFT, “Non-Probationary Part-time Faculty” shall be defined using reference to a probationary period defined as follows:

a. Probation ends at the conclusion of the semester in which all other conditions are met. 600 level courses are not counted toward meeting the probationary requirements.

b. Employees initially hired after January 1, 1998, shall be on probation until the following conditions are met:

1. Total hours worked equal 110, and

2. The teacher has worked in at least 6 semesters (fall, spring, or summer).

c. Employees who worked between January 1, 1993, and January 1, 1998, and continue employment after January 1, 1998, shall be on probation until the following conditions are met:

1. Total hours worked equal 110, with no more than 72 hours being prior to January 1, 1998, and

2. A minimum of 6 semesters (fall, spring, or summer), with no more than 4 semesters being prior to January 1, 1998.

d. Employees who worked between January 1, 1993, and January 1, 1998, and continue employment after January 1, 1998, shall serve no probation if the following conditions are met:

1. Total hours worked is 150 hours or greater, and

2. The teacher has worked in at least 8 semesters (fall, spring, or summer) prior to January 1, 1998.

Proposal #9

**Section K: Supervisor Course Assignments**

1. An administrator shall not teach more than one course in any semester (two courses in any given academic year total). Teaching assignments will be made only by the Learning Center that has the responsibility for assignments, with the approval of the Provost or designee.

If, after reasonable efforts, qualified part-time faculty are not available to teach a course, an exception to these limitations may be approved by the Provost or designee, provided notice is given to the union.

Proposal #10

**Article IX Section A- Wages (modified language)**

The compensation for bargaining unit employees is listed in Appendix A hereto and incorporated herein by this reference. Bargaining unit employees will be paid for all work performed for the college.

Proposal #11

**ARTICLE X — Rules Governing this Agreement**

**Section A – Conformity to Law**

If any article or section of this Agreement, or any addendum thereto, is held to

be invalid by operation of law or any tribunal of competent jurisdiction, or if

compliance with or enforcement of any article or section should be restrained

by such tribunal, the remainder of this Agreement and addenda shall not be

affected thereby.

**Section B – Complete Agreement and Changes**

This Agreement has been reached as a result of collective bargaining, represents

the full and completed agreement between the parties, and supersedes

and cancels all previous agreements, verbal or written or based on alleged

practices between the parties. Any amendment or agreement supplemental to

this Agreement shall not be binding upon either party unless executed in writing

by the parties hereto. Waiver of any breach of this Agreement by either

party shall not constitute a waiver of any future breach of this Agreement.

**Section C – Conflict with Handbook**

The provisions of this Agreement will control in the event of a conflict between

this Agreement and any staff handbook produced unilaterally by the Board.

**Section D – Reopener for Successor Contract**

1. At any time after January 1, 2013, and prior to April 1, 2013, either party may give written notice of its intention to open negotiations for a new agreement.

2. Negotiations for subsequent agreement shall begin thereafter on mutually

agreeable dates and times.

**Section E – Duration**

In accordance with Wisconsin Statute 111.70, this agreement and each of its

provisions shall be binding on both parties from July 1, 2012, and shall

continue in effect through June 30, 2013. In witness whereof the following

have set unto their signatures and seal this day \_\_\_\_\_\_\_\_\_\_.

Proposal #12

**LIMITED COPYRIGHT LICENSE AGREEMENT**

**This Agreement** made the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20 \_\_, by and between the Madison Area Technical College Part-Time Teachers’ Union, acting as licensing agent ("Licensor") for the adjunct faculty members identified in the addendum to this agreement (Exhibit A) and Madison Area Technical College ("Licensee").

**Recitals**

WHEREAS, the Licensor represents adjunct faculty members employed by the Licensee to teach technical college courses at its campuses; and

WHEREAS, in teaching these courses, adjunct faculty members are generally not provided with tests, lesson plans, classroom presentations, student exercises, student projects, teaching aids or other learning materials (“Teaching Materials”); and

WHEREAS, adjunct faculty members are therefore obligated to prepare their own teaching materials and documents; and

WHEREAS, adjunct faculty prepare these materials and documents on their own time and using their own production resources; and

WHEREAS, the adjunct faculty, as individuals, own the copyright on all materials they produce under these circumstances; and

WHEREAS, the parties, by this Agreement, desire to establish the Licensee’s right to use these materials in the courses it offers to its students, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein, the parties hereto agree as follows:

**THE LICENSOR AND LICENSEE AGREE THAT:**

**1. Rights Granted**

The Licensor grants to the Licensee for the full term of this Agreement the non-exclusive right to the Teaching Materials produced by the adjunct faculty members identified in Exhibit A, (hereinafter called "Licensed Material") for use in the courses it offers to its students.

The Licensee shall have the right to reproduce and distribute the Licensed Material to its own employees for use it its own classrooms for the full term of the agreement.

Licensee shall be able to modify or create derivative works based on the Licensed material during the term of the agreement, provided that notice is given to the original creator of the material. Licensee shall be able to remove, obscure or modify any copyright or other notices included in the Licensed Material, notwithstanding the copyright notice requirement of Section 4.

**2. Fees**

Licensee shall pay Licensor a licensing fee equal to $2.50 for each classroom contact hour worked by the adjunct faculty members identified in Exhibit A.

**3. Credit & Samples**

Licensee shall include on the first page of the Licensed material, the copyright notice as follows: © MATC Adjunct Faculty. Type face must be legible and at a size no less than 75% of body text.

**4. Specific Restrictions on Use of Licensed Material**

Licensed Material is solely for use by the Licensee and Licensee’s employees (including independent contractors) authorized by Licensee to exercise these rights specifically granted in Section 1 above, regardless of the physical location of such persons.

Licensee shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell or otherwise convey Licensed Material obtained from Licensor in any way not specifically granted in Section 1 above without the prior written consent from Licensor.

Licensee shall not use Licensed Material for any purpose that is unlawful or prohibited by these Terms of Use.

**5. Revisions**

The Licensor shall retain the right to revise the source Licensed Material without notice. The provisions of this Agreement shall apply to each revision of the Licensed Material by the Licensor as though that revision were the Licensed Material being published for the first time under this Agreement.

**6. Licensor's Warranty**

The Licensor warrants that he is the sole owner of the Licensed Material and has full power and authority to make this Agreement; that the Licensed Material does not infringe any copyright, violate any property rights, or contain any unlawful matter. The Licensor shall defend, indemnify, and hold harmless the Licensee and/or its licensees against all claims, suits, costs, damages, and expenses that the Licensee and/or its licensees may sustain by reason of any unlawful matter contained or alleged to be contained in the Licensed Material or any infringement or violation by the Licensed Material of any copyright or property right.

**7. Limitations on Warranties**

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Material.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Material, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Material are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Material or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

**8. Indemnities**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

**9. Independent Business Relationship**.

Licensor and Licensee are independent contractors and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

**10. Term and Termination**

(a) This Agreement shall remain in effect for one (1) year unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 10(b), or upon earlier termination in accordance with Section 10(c), the rights granted in the Licensed Material shall revert to the Licensor.

(b) Upon the expiration of the term of this Agreement, the parties may agree to renew this Agreement for an additional (1) year term, upon the same terms and conditions as set forth herein.

(c) In the event that either party to this Agreement shall fail to comply with this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the thirty (30) day period.

(d) Upon termination or expiration of this Agreement, Licensee shall cease reproducing and distributing the Licensed Material.

(e) Termination or expiration of this Agreement shall not extinguish any of Licensee's or Licensor's obligations under this Agreement.

**11. Amendments**

The written provisions contained in this Agreement constitute the sole and entire Agreement made between the Licensor and the Licensee concerning this Licensed Material, and any amendments to this Agreement shall not be valid unless made in writing and signed by both parties.

**12. Dispute Resolution**

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within 60 days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within 30 (thirty) days after such meeting, the dispute shall be submitted to binding arbitration in accordance with the Arbitration provision of this Agreement.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party shall select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, Material, and information in the possession of each party that are in any way relevant to the claim(s) or dispute(s) shall be made available to the other party for review and copying no later than 14 (fourteen) days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**13. Governing Law and Forum**

This Agreement shall be governed according to the laws of the State of Wisconsin, applicable to agreements made and to be wholly performed therein.

**14. Assignment and Transfer**

The Licensee may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed.

**15. Notice**

The address of each party hereto as set forth below shall be the appropriate address for the mailing of notices, checks and statements, if any, hereunder. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Licensor: Madison Area Technical College Part Time Faculty Union  
Address: 1310 Mendota St, Suite 125 Madison, WI 53714

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

Licensee: Madison Area Technical College   
Address: 1701 Wright St. Madison, WI 53704  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_