

DISTRICT’S RESPONSE TO WEA’S LAST PROPOSAL
Presented to WEA on November 20, 2023

1. All tentatively agreed upon additions are noted with green underlining, and all tentatively agreed upon deletions are noted with ~~green~~.
2. The WEA’s proposed additions are noted with red underlining, and the WEA’s proposed deletions are noted with ~~red~~.
3. The District’s proposed additions are noted with blue underlining, and the District’s proposed deletions are noted with ~~blue~~.
4. Explanatory items are noted in *italics*.

TENTATIVE AGREEMENTS

ISSUE 1 (WEA) – ARTICLE X, SECTION 7, COMPENSATION FOR TRAVEL BETWEEN BUILDINGS. Article X, Section 7 states: “The school district will pay the established district mileage (established annually by the school board) reimbursement for travel between school buildings if the teacher assignment involves travel between buildings to complete classroom duties in the same day. Payment will be made at the end of each term and shall be requested by the teacher and approved by the building administrator.” Article X, Section 7 also contains a chart listing one-way mileage between buildings. WEA and the District tentatively agree to amend the chart as follows with the express understanding that the following chart will be in effect for only two years and that new mileage calculations will be applied when regular routes are available because current road construction projects are completed.

	Southview	Bayview	Laketown	WMS	WHS	ESC/WEC	WLC	Transitions
Southview		.6 miles	1.7 miles	1.5 miles	2.2 miles	1.0 miles	2.5 miles	.1 miles
Bayview	.6 miles		2.0 miles	1.6 miles	2.3 miles	1.4 miles	3.1 miles	.6 miles
Laketown	1.7 miles	2.0 miles		2.8 miles	3.5 miles	2.1 miles	3.8 miles	1.6 miles
WMS	1.5 miles	1.6 miles	2.8 miles		.8 miles	1.1 miles	1.7 miles	1.7 miles
WHS	2.2 miles	2.3 miles	3.5 miles	.8 miles		1.8 miles	.5 miles	2.4 miles
ESC/WEC	1.0 miles	1.4 miles	2.1 miles	1.1 miles	1.8 miles		2.1 miles	1.0 miles
WLC	2.5 miles	3.1 miles	3.8 miles	1.7 miles	.5 miles	2.1 miles		2.7 miles
Transitions	1 miles	.6 miles	1.6 miles	1.7 miles	2.4 miles	1.0 miles	2.7 miles	

ISSUE 7 (WEA) – ARTICLE XVII, SECTION 2, DEFINED CONTRIBUTION PROGRAM. WEA and the District agree to modify Article XVII, Section 2, subdivision 1, so it reads as follows:

Subd. 1. The School District shall contribute, under this subdivision, matching funds according to the following schedule not to exceed the yearly amount as listed below and not to exceed the lifetime maximum allowed by law.

Years of Service in District	District Matching Contribution
Probationary	No District Match.
Continuing contract-4 yrs.	\$525 Match
5-8 yrs.	\$900 Match
9-12 yrs.	\$1,400 Match
13-16 yrs.	\$2,200 Match
17-20 yrs.	\$2,400 Match
21 + yrs.	\$2,825 Match

~~Lifetime Maximum District Contribution \$50,000 (As of September 1, 2021)~~

~~Lifetime Maximum District Contribution \$55,000 (As of September 1, 2022)~~

ISSUE 9 (WEA) – MASTER CONTRACT ATTACHMENT E. WEA and the District tentatively agree to amend Attachment E, Section 3, subdivision 4, as follows:

Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service or an email time stamp within the time period.

ISSUE 15 - (WEA) - ARTICLE IX, SECTION 2, BASIC COMPENSATION. WEA and the District tentatively agree to amend Article IX, Section 2, as follows:

Section 2. Career Increment: Teachers shall qualify for the career increment above the basic salary schedule after a year’s credit on the last step of the BA+60/MA, MA+15, MA+30 or MA+45 lane. Beginning in ~~2022-2023~~ 2023-2024, the annual salary including the career increment equates to a ~~4.25%~~ 4.5% increase over the last step of the BA+60/MA, MA+15, MA+30 or MA+45

ISSUE 19 (WEA) - SALARY SCHEDULES - LANE ADVANCEMENT. WEA and the District tentatively agree that teachers who qualify for a lane advancement under the contract in 2023-2024 or in 2024-2025 will receive the lane advancement specified in the contract.

ISSUE 20 (WEA) - SALARY SCHEDULES A & B - STEP ADVANCEMENT. WEA and the District tentatively agree that teachers who qualify for step advancement under the contract in 2023-2024 and in 2024-2025 will receive the step advancement specified in the contract.

RESPONSE TO WEA LANGUAGE PROPOSALS

ISSUE 1 (WEA) – *TENTATIVE AGREEMENT*

ISSUE 2 (WEA) – ARTICLE XI, SECTION 8, INSURANCE COMMITTEE

WEA PROPOSAL: WEA maintained its previous proposal to add language to the Master Agreement that would establish an insurance committee and would identify the members of the committee, including an established number of members from other bargaining units in the District.

DISTRICT RESPONSE: The District maintains its previous response and respectfully declines WEA's proposal for the same reasons it has provided in the past. Those reasons are stated below.

1. The establishment of an insurance committee is not a term or condition of employment; it is an inherent managerial right. The District will not negotiate over inherent managerial rights and has no willingness to move forward with this proposal.
2. As noted in the current contract, the appropriate venue for discussion of the establishment and function of an insurance committee is meet and confer. The District will openly accept input and feedback from teachers' representative at meet and confer.
3. The District cannot negotiate with WEA over the rights of employees in other bargaining units.
4. The District wants an inclusive committee process that values all employees. The varied perspective of employees from all groups is critical. The District did not have any concerns this year with the involvement and engagement of the committee members.
5. The Master Agreement is not the appropriate place to include guidelines.
6. WEA's proposal states that it is based on guidelines that were agreed upon with previous administrators many years ago, but not with the school board, the current administration, or even the administration that immediately preceded the current administration.

ISSUE 3 (WEA) – ARTICLE XII, SECTION 2, LEAVES OF ABSENCE

WEA PROPOSAL: WEA modified its previous proposal and proposed to include language providing an annual “Wellness Bonus” by inserting language in the contract stating: “Teachers who use 8 or less sick days each year will receive a wellness bonus of \$1,000.” WEA’s rationale for this proposal is that it will encourage WEA member attendance.

DISTRICT RESPONSE: The District respectfully declines WEA’s proposal for the following reasons:

1. WEA’s proposal would have significant financial implications for the District. There are 287.5 FTE positions in the WEA bargaining unit. If half the WEA members received the “wellness bonus,” the District would incur a cost of \$143,750.
2. WEA’s proposal would encourage employees to go to work when they are sick.
3. The rationale that WEA provided for its proposal (i.e. the bonus would encourage WEA member attendance) indicates that WEA believes its members are choosing to use sick leave and could choose to use it less often. Employees should use sick leave when they are *unable* to perform their job duties because of an illness, injury, or other qualifying reason. Employees do not have discretion, and should not be choosing, to use sick leave for other reasons.
4. Employees may argue that WEA’s proposal would violate Minnesota’s Parental and Pregnancy Leave Act and the Americans with Disabilities Act. These laws prohibit an employer from penalizing an employee for taking statutorily protected leave. Employees could assert that the denial of a “wellness bonus” to employees who have taken statutorily protected leave (i.e. leave under the MPPLA or the ADA) is an unlawful penalty and discriminates against individuals who have taken leave because of pregnancy or a disability.

ISSUE 4 (WEA) – ARTICLE XII, SECTION 3, LEAVES OF ABSENCE

WEA PROPOSAL: WEA maintained its proposal to amend the first paragraph of Article XII, Section 2, subdivision 3. The proposed amendment, which is shown below, would allow WEA members to earn an additional day of personal leave sooner.

Section 3. Personal Leave:

Subd. 1. Each teacher will be granted personal leave days based on their completed years of experience in the school district according to the following schedule:

0-10 <u>0-7</u> years	2 days
11-20 <u>8-15</u> years	3 days
21+ <u>15+</u> years	4 days

DISTRICT RESPONSE: The District maintains its previous response and respectfully declines WEA’s proposal for the same reasons it has provided in the past. Those reasons are stated below.

1. In a time in which the District has difficulty finding substitutes, the District cannot increase the number of days of personal leave that teachers receive. Additionally, the District is in statutory operating debt.
2. Any increase in the number of personal leave days available has financial implications and would result in less new money being put on the salary schedule. The District understood WEA to state that additional money on the salary schedule is its priority.
3. WEA has not presented any information showing that the number of days of personal leave the District offers is out of line with what other school districts offer.
5. The District would be willing to agree to WEA’s proposal in exchange for WEA agreeing to blackout dates for the use of personal leave during the first and last week of school and on Fridays and Mondays around holidays and breaks. The District wants to focus on what is best for students and, to that end, wants to ensure teachers are present during key times of the year for students and at times when the District has significant difficulty finding substitutes. The District is seeking to find middle ground and hopes WEA will do the same.

ISSUE 5 (WEA) – ARTICLE XII, SECTION 3, LEAVES OF ABSENCE

WEA PROPOSAL: WEA maintained its proposal to change the last sentence of Article XII, Section 3, subdivision 1, as indicated below, to increase the number of personal days that may be carried over from one year to the next. WEA stated that it is unwilling to consider a trade-off for black out days.

A maximum of ~~3~~ 4 days of personal leave may be carried over to the next school year.

DISTRICT RESPONSE: The District maintains its response and respectfully declines WEA’s proposal for the same reasons it has provided in the past. Those reasons are stated below.

1. As previously stated, the District has difficulty finding substitutes and cannot increase the number of days that a teacher may be absent on personal leave during a given school year.
2. Having the licensed teacher of record available to teach as much as possible is imperative to ensuring a consistent educational experience for students.

3. The District understands this is an important issue to WEA. Accordingly, during the last round of negotiations, the District agreed to increase the maximum number of days of personal leave that could be carried over from 2 to 3. The District also agreed to increase the number of teachers who could take personal leave in a building with 71-80 teachers. These increases did not appear to make a significant difference to WEA members who initially voted down the tentative agreement.
4. The District disagrees with WEA's statement that its proposal would result in a cost savings to the District because it would save on the cost of substitute teachers. At most, WEA's proposal would delay the cost to the District. With each year, a teachers' wages rise, meaning that personal leave taken in the future has the effect of costing the District more than personal leave taken now.
5. Despite the concerns with WEA's proposal, the District would be willing to agree to it if WEA would agree to blackout dates for the use of personal leave during the first and last week of school and on Fridays and Mondays around holidays and breaks.
6. WEA stated that the District appears to be more concerned with controlling dates when days are taken versus the cost. WEA's statement is inaccurate. The District is concerned about costs, but the District recognizes the need to balance these costs against the needs of students. The District's first priority is the needs of its students, and having teachers be absent on key dates is not good for students.

ISSUE 6 (WEA) – *WITHDRAWN BY WEA*

ISSUE 7 (WEA) – *TENTATIVE AGREEMENT*

ISSUE 8 (WEA) – *TENTATIVE AGREEMENT*

ISSUE 9 (WEA) – **PRESCHOOL AND TIER 1 TEACHERS**

WEA PROPOSAL: WEA proposes that preschool instructors enter Article XVIII, which addresses early childhood family education. WEA also proposes to insert language “such that all hours worked July 1 to June 30 be applied to full-time status.”

DISTRICT RESPONSE: The District agrees that preschool instructors should be governed by Article XVIII. However, placing preschool instructors on the existing wage scale would result in dramatic wage increases for most of the preschool instructors. Please see the chart below. These increases would need to be costed against the total package settlement and would result in less money being available to provide increases for K-12 teachers in the bargaining unit. Therefore, as stated in the District's previous proposal under Issue 17, the District again proposes that school readiness instructors receive the same percentage increase to their current wages that K-12 teachers receive.

Preschool Instructors	Current	Step	No Master's	Master's	Hours 23-24	Increase without Master's	Increase with Master's	ECFE w/o M.A.	ECFE w/ M.A.
1	26.21	7	8.91	11.76	1,252	\$11,155.32	\$14,723.52	35.12	37.97
2	22.26	2	8.71	11.06	1,383	\$12,045.93	\$15,295.98	30.97	33.32
3	25.43	6	9.69	12.54	1,263	\$12,238.47	\$15,838.02	35.12	37.97
4	24.63	5	9.4	12.11	1,146	\$10,772.40	\$13,878.06	34.03	36.74
5	21.44	1	8.58	10.8	276	\$2,368.08	\$2,980.80	30.02	32.24
6	29.69	11	5.43	8.28	1,232	\$6,689.76	\$10,200.96	35.12	37.97
					Total Increase in 23-24	\$55,269.96	\$72,917.34		

The District respectfully declines WEA’s proposal to add language to Article XVIII stating that “all hours worked July 1 to June 30 be applied to full-time status.” Full-time or part-time status is not determined by the number of days an employee works in a school year; it is determined by the number of hours an employee works per week.

The District again proposes that Tier 1 teachers be governed by Article XVIII. However, the District proposes to add language stating: “Tier 1 teachers are in a probationary period of employment so long as they are working under a Tier 1 license.” Consistent with past practice, Tier 1 teachers would continue to be paid at Step B under the BA lane of the contract and, thus, would receive the same percentage increase that K-12 teachers receive.

The District does not believe Tier 1 teachers should be treated the same as licensed teachers. Tier 1 teachers do not have the same legal rights as regular teachers. For example, Tier 1 teachers do not have the ability to acquire a continuing contract (i.e. tenure).

ISSUE 10 (WEA) – SPECIALIST COMPACTING – WITHDRAWN BY WEA

ISSUE 14 (WEA) – MOA SCHOOL LIBRARY AID – WITHDRAWN BY WEA

DISTRICT'S LANGUAGE PROPOSALS

ISSUE 11 (DISTRICT) – HIGH DEDUCTIBLE PLAN – WITHDRAWN BY DISTRICT

ISSUE 12 (DISTRICT) – SICK LEAVE BANK – WITHDRAWN BY DISTRICT

NOTE: The District has informed WEA that it has been taxing donations to the sick leave bank, as required by the IRS. The District has also provided detailed and specific information about what the IRS requires in order to avoid tax liability for WEA members who donate sick leave. On September 5, 2023, the District proposed to modify Article XII, Section 2, subdivision 12 (sick leave bank) to bring the language into compliance with IRS rulings and thereby eliminate tax liability for WEA members who donate sick leave.

On September 19, 2023, WEA made its second language proposal. In that proposal, WEA stated that it “declines changing sick bank language.” In response, on September 19, 2023, the District withdrew its sick leave bank proposal.

On October 2, 2023, WEA made a new language proposal. WEA proposed adding a “sick bank form as an appendix” with the belief that donations to the sick leave bank would no longer taxable. The District rejected WEA’s proposal and explained that using WEA’s proposed form would not impact the taxable nature of donations that are made to the sick leave bank. WEA’s proposed form does not satisfy IRS requirements. The District cannot simply accept WEA’s position as being correct when the IRS revenue rulings indicate that the donations would continue to be taxable.

On October 25, WEA stated that its October 2nd proposal to add the sick leave bank form as an appendix was intended to be a “new WEA language proposal.” This is not permitted under the Process Agreement. The mutually agreed upon Process Agreement states that new language items after the second proposal may only be presented if they relate to a new practice for the 2023-2024 school year. Taxing donations to the sick leave bank is not a new practice for the 2023-2024 school year.

ISSUE 13 (DISTRICT) – FLEX LEARNING DAYS – WITHDRAWN BY THE DISTRICT

NOTE: The District presented an MOA reflecting current practices. WEA rejected the proposal. The District is now withdrawing its proposal. Missed days will be made up at the end of the school year.

ISSUE 23 (DISTRICT) – GRIEVANCE PROCEDURE – WITHDRAWN BY DISTRICT

DISTRICT RESPONSE TO WEA FINANCIAL PROPOSALS

ISSUE 15 - (WEA) – *TENTATIVE AGREEMENT*

ISSUE 16 - (WEA) - ARTICLE XI GROUP INSURANCE

WEA PROPOSAL: WEA proposed to increase the District’s group health insurance premium contributions by modifying Article XI, Section 2, subdivision 1, as follows:

Year		Single		Single+1		Family	
2021-22 2023-224		\$767.13 \$866.86		\$1,185.91 \$1,340.08		\$1,476.88 \$1,668.87	
2022-23 2024-2025		\$767.13 \$944.88		\$1,185.91 \$1,460.69		\$1,476.88 \$1,819.07	

DISTRICT RESPONSE: The District must respectfully decline WEA’s proposal for financial reasons.

1. WEA’s proposal reflects a **13%** increase for 2023-2024 and an **9%** increase in 2024-2025.
2. In dollars, WEA’s proposal would cost the District additional \$245,503 in 2023-2024 and \$437,561 in 2024-2025. The total over two years is \$683,064. The District is not in a financial position to absorb these costs.
3. The current premium contributions are generous. When WEA makes comparisons to other contracts, WEA focuses only salary schedule payments and does not make comparisons to the insurance benefits that District 110 provides or the premium contributions that District 110 makes.
4. Not all employees benefit from increased insurance premium contributions. Conversely, all employees benefit from salary schedule improvements. Accordingly, the District prefers to place the funds it has on the salary schedule so employees can choose where to spend their own money.

ISSUE 17 (WEA) - ARTICLE XVIII, EARLY CHILDHOOD FAMILY EDUCATION, STEP AND LANE IMPROVEMENT

WEA PROPOSAL: WEA maintained its proposal to increase the salary schedule for ECFE teachers by 8% in Year-1 and by 8% in Year-2. WEA’s rationale is that these employees operate under the Community Education budget with a healthy fund balance.

DISTRICT RESPONSE: The District must respectfully decline WEA’s proposal. The District has shared information showing that the community education budget has been supplemented by the general fund. As a counterproposal, the District would agree to

provide the same percentage increase to the salary schedule for ECFE teachers, school readiness instructors, and Tier 1 teachers that is provided to other teachers in the bargaining unit.

ISSUE 18 (WEA) - ARTICLE XVIII, EARLY CHILDHOOD FAMILY EDUCATION, STEP AND LANE ADVANCEMENT

WEA PROPOSAL: WEA maintained its proposal to add language to the contract providing the following “longevity stipend” to ECFE, school readiness, and Tier 1 teachers. WEA’s rationale is that these groups operate under the Community Education budgets with a healthy fund balance.

Section 10 - Longevity Stipend
7-9 years of service = \$1,000 stipend per year
10-12 years of service = \$2,000 stipend per year
13+ years of service = \$3,000 stipend per year

DISTRICT RESPONSE: The District must respectfully decline WEA’s proposal for financial reasons. The District notes that the community education budget has been supplemented from the general fund. The District prefers to place the limited funds it has on the salary schedules for members of the WEA bargaining unit.

ISSUE 19 (WEA) – *TENTATIVE AGREEMENT*

ISSUE 20 (WEA) – *TENTATIVE AGREEMENT*

ISSUE 21 (WEA) - SALARY SCHEDULES A & B - SCHEDULE

WEA PROPOSAL: WEA maintained its previous proposal to increase the salary schedule by 5.5% in Year-1 and 4% in Year-2. WEA’s rationale is that teachers have continued to do more with less and have burdened the last 5 years on their own shoulders and need “competitive benefits” to attract new and retain current employees.

DISTRICT RESPONSE: The District must respectfully decline WEA’s proposal. The District will not bid against itself. The District maintains its counterproposal to provide a 1% increase to the salary schedule in 2023-2024 and a 1% increase to the salary schedule in 2024-2025.

1. The District is in Statutory Operating Debt (SOD) and does not have the funds to pay for such an increase. Please refer to the information presented in the State of the District Update, to the Settlement History on the District’s webpage and to the FAQ on the District’s webpage.
2. It is a false narrative to state that the teachers have “burdened the last 5 years on their own shoulders. The District has provided wage increases that have been

highly competitive and were more than the District could afford. The District provided the following increases during the last three rounds of negotiations:

- 9.35% total package improvement in 2018-2019
 - 2.95% total package improvement in 2020-2021
 - 8.24% total package improvement in 2022-2023.
3. Contrary to statements in WEA’s proposal, the School Board did not promise to make up “lost wages.” And wages were not lost.
 4. WEA falsely states that it is “funding the District’s decisions.” By a large measure, teacher compensation is the District’s largest expenditure. In the past, the District has used taxpayer dollars to fund increases that were more than the District could afford. Funding comes from taxpayers, not from teachers.
 5. Contrary to WEA’s proposal COVID monies were spent on teachers. Additionally, COVID monies were a one-time source.

ISSUE 22 (WEA) – SUBSTITUTE COMPENSATION

WEA PROPOSAL: WEA proposes to add language and pay rates related to current and new sub practices.

DISTRICT RESPONSE: Article IX, Section 7 already addresses substitute pay. It states: “Substitute teachers shall be compensated pursuant to school district policy.” School District policy 436 states that the School Board will determine the substitute rate. The current substitute rate is \$130 per day, \$67.50 for half a day, or \$22 per hour for less than 2 hours.