

WEA’S RESPONSE TO THE DISTRICT’S OCTOBER 25, 2023 RESPONSE
Response Presented to the District on November 20, 2023

1. All tentatively agreed upon additions are noted with green underlining, and all tentative 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*.
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TENTATIVE AGREEMENTS

ISSUE 1 (WEA) – ARTICLE X, SECTION 7, COMPENSATION FOR TRAVEL BETWEEN BUILDINGS

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

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.

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.

5. 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.

11/20 WEA Response: 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.

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 10 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 the Family Medical Leave Act, Minnesota’s Parental and Pregnancy Leave Act, and the Americans with Disabilities Act. The first two laws prohibit an employer from penalizing an employee for taking statutorily protected leave. The ADA prohibits employers from discriminating because of disability. Employees could assert that the denial of a “wellness bonus” to employees who have taken statutorily protected leave (i.e. leave under the FMLA or MPPLA) is an unlawful penalty and discriminates against individuals who have taken leave because of a disability. While such arguments would likely fail based on language in the federal regulations and existing case law, the District is not interested in being a test case in Minnesota.

11/20 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.

RATIONALE: The intent is not to have someone work while sick, or that leave is being abused, but that it is an incentive to make dentist, ortho, or other medical appointments outside of the workday or over breaks. Reward those who are dedicated to their career and don’t look at sick leave as an entitlement. Encouraging employees to be creative with appointments can be a cost savings as a sub would not need to be compensated.

The district’s rationale alluding to violating the Family Medical Leave act is contradicted by two other District 110 work agreements which have Wellness Bonus language.

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:

0-7 years	2 days
8-15 years	3 days
15+ years	4 days

DISTRICT RESPONSE: The District maintains its previous response 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.

11/20 WEA Response: The WEA maintains its proposal as it's a highly requested item to earn an additional personal day. This rewards members who have endured higher and higher workloads.

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 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.

11/20 WEA RESPONSE: This WEA maintains its previous proposal as it is a cost savings in year 1, and no additional cost after that. This proposal also creates a fair practice as all members are able to carry over what they earned, and benefit from this change. This also encourages the district to utilize any money saved in year 1 and invest in other areas and grow interest off money saved.

ISSUE 6 (WEA) – ULA – WITHDRAWN BY WEA

ISSUE 7 (WEA) – ARTICLE XVII, SECTION 2, DEFINED CONTRIBUTION PROGRAM

WEA PROPOSAL: WEA maintained its proposal to strike the lifetime maximum to the District contribution (matching benefit) that appears in 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.

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)~~

DISTRICT RESPONSE: The District maintains its previous response, namely that the District would be willing to agree to WEA’s proposal 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. The District’s matching contribution would still be subject to any limits established by law. While WEA’s proposal does not present a cost today, it will result in increased costs in the future.

11/20 WEA RESPONSE: The WEA maintains its proposal to strike the lifetime maximum to the District contribution. There is no need for this in the terms of this agreement, as a maximum is already governed by law. The WEA also notes blackout dates and 403 contributions are wholly unrelated as the district mentioned in Issue 13.

ISSUE 8 (WEA) – *TENTATIVE AGREEMENT*

ISSUE 9 (WEA) – ECFE/PRESCHOOL

WEA PROPOSAL: WEA proposes that school readiness 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 ECFE and school readiness instructors should be governed by Article XVII. The District also proposes that Tier 1 teachers be governed by Article XVII, but that language be included stating that Tier 1 teachers are in a probationary period of employment so long as they are working under a Tier 1 license.

11/20 WEA RESPONSE: The WEA agrees that ECFE and school readiness instructors should be governed by Article XVIII. (Please note: District response listed Article XVII instead of Article XVIII.)

The WEA does not agree that Tier 1 teachers should be governed by Article XVIII. These teachers have the same job descriptions and job responsibilities as K-12 teachers.

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

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

DISTRICT’S PROPOSALS

ISSUE 11 (DISTRICT) – ARTICLE XI, SECTION 6 GROUP INSURANCE

DISTRICT PROPOSAL: The District proposes to add Article XII, Section 8, which would read as follows:

Section 8. High Deductible Health Plan Option: Beginning with the 2024-2025 insurance plan year, the School District will make available a high deductible health plan (HDHP) for single, single plus one, and family insurance plans. The School District will make a contribution to an HRA/VEBA account for any teacher that selects this option. The School District's contribution towards a teacher's health insurance premium and HRA/VEBA combined will not exceed the contribution amounts provided in Article XI, Section 2, subdivision 1.

DISTRICT RATIONALE: With the exception of teachers, the District's HDHP has been available to ISD 110 employees for approximately eighteen years. Employees who select this plan receive an annual contribution of \$1,000 (deposited monthly in the amount of \$83.33) to an HRA/VEBA account on their behalf. Money deposited in an HRA/VEBA can be used to pay for qualified health-related expenses and any balance remaining at the end of the plan year rolls forward to the next plan year. The HDHP is popular among employees who are conscientious consumers of their medical care, because it allows them the opportunity to build up a balance in their HRA/VEBA account to be used at a later date. The plan is also popular with employees seeking single plus one and family plans as the monthly premium is lower than the other available health insurance plans. At a time when health insurance premiums are very high, it seems reasonable to provide this option to our teachers.

WEA RESPONSE: WEA rejected this proposal, stating that "members lose value" under this proposal and that the proposal creates "major risk and gambling on health insurance."

DISTRICT REPLY: While a high deductible plan is not the right plan for everyone, many employees would benefit from such a plan. High deductible plans are now the industry standard in the private sector.

11/20 WEA Response: The WEA respectfully declines the high deductible option. The WEA has not been approached by a single member advocating for this plan.

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

11/20 WEA Response: The WEA maintains its proposal to add the sick leave bank application as an appendix. This was a proposal following the district's initial proposal.

This appendix does not implicate any legal responsibility to the district, in return this releases the district from the responsibility.

ISSUE 13 (DISTRICT) – MEMORANDUM OF AGREEMENT: FLEX LEARNING DAYS

DISTRICT PROPOSAL: The District has presented an MOA reflecting current practices.

WEA RESPONSE: WEA requested that the District delete the following sentence from the MOA: “The District and WEA agree that any personal costs associated with an e-learning day are offset by the benefits of an e-learning day.” WEA stated no other objections to the MOA, but stated that it would agree to the MOA only if the District agreed to insert the WEA sick leave bank application into the contract as an appendix and stop taking the donation of days to the sick leave bank.

DISTRICT REPLY: The MOA on flex learning days and the sick leave bank are wholly unrelated issues. Moreover, the District cannot legally negotiate over whether a donation to the sick leave bank is taxable. The District has repeatedly informed WEA that WEA’s proposed application form does not eliminate the tax concerns with the sick leave bank.

11/20 WEA RESPONSE: The WEA maintains its previous response. The WEA is not asking to negotiate the taxation of sick leave bank donations; we are asking for the application to be put in as an appendix.

RESPONSE TO WEA’S FINANCIAL PROPOSALS

ISSUE 15 - (WEA) - ARTICLE IX, SECTION 2, BASIC COMPENSATION

WEA PROPOSAL: 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

DISTRICT RESPONSE: The District agrees to WEA’s proposal.

ISSUE 16 - (WEA) - ARTICLE XI, SECTION 2 SUBD. 1, GROUP INSURANCE

WEA PROPOSAL: WEA proposes that the District cover 100% of the premium cost for health and dental insurance for singles, 72% of the premium cost for health and dental insurance for singles +1, and 72% of the premium cost for health and dental insurance for families. WEA’s rationale for this proposal is that health insurance premiums have increased 13% in year-1, and any increase will be capped at 9% in year-2.

DISTRICT RESPONSE: The District must respectfully decline WEA’s proposal for financial reasons. The District cannot absorb the cost of premium increases going forward and will not agree, under any circumstances, to change from a defined contribution expressed in a dollar amount to a contribution expressed in a percentage. Additionally, the plans WEA has are extremely generous in terms of the District’s current contribution and the benefits provided under the plans. WEA declines to compare insurance benefits when comparing its contract to the contracts in other districts. The District prefers to place the funds it has on the salary schedule so employees can choose where to spend their own money. The district also offers a high deductible health plan (HDHP) which has the potential to decrease health insurance premiums or help hold them stable in the future.

11/20 WEA PROPOSAL: The WEA proposes to increase the district insurance contribution to the following amounts.

2023-2024	Single \$866.86	Single + one \$1,340.08	Family \$1,668.87
2024-2025	Single \$944.88	Single + one \$1,460.69	Family \$1,819.07

RATIONALE: The district did not entertain the percentage proposal, so we are proposing dollar increase amounts.

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

WEA PROPOSAL: WEA proposes to increase the salary schedule by 8% in Year-1 and by 8% in Year-2. WEA’s rationale is that these groups operate under the Community Education budgets with a healthy fund balance.

DISTRICT RESPONSE: The District agrees 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. The District notes that the community education budget has been supplemented from the general fund.

11/20 WEA Response: The WEA requested documentation related to the supplemented community education budget at the Oct. 25th meeting. As of today, we have not received this information.

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

WEA PROPOSAL: WEA proposes 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.

11/20 WEA RESPONSE: The WEA maintains its response as many of district 110 bargaining groups are rewarded with longevity pay.

ISSUE 19 (WEA) - SALARY SCHEDULES - LANE ADVANCEMENT

WEA PROPOSAL: WEA proposes that qualifying teachers receive lane advancements in Year-1 and Year-2. WEA states that the average cost of lanes over the past three years was \$76,820.

DISTRICT RESPONSE: The District agrees to WEA's proposal 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 ENTERED A TENTATIVE AGREEMENT ON 10/25/23

ISSUE 20 (WEA) - SALARY SCHEDULES A & B - STEP ADVANCEMENT

WEA PROPOSAL: WEA proposes that qualifying teachers receive step advancements in Year-1 and Year-2.

DISTRICT RESPONSE: The District agrees to WEA's proposal 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.

ISSUE ENTERED A TENTATIVE AGREEMENT ON 10/25/23

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

WEA PROPOSAL: The WEA Proposes 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 is in Statutory Operating Debt (SOD) and does not have the funds to pay for such an increase. Please refer to the attached information and information presented in the State of the District Update. Additionally, the District has provided wage increases that have been highly competitive, including a 9.35% total package improvement in 2018-2019, a 2.95% total package improvement in 2020-2021, and an 8.24% total package improvement in 2022-2023. This was more than the District could afford. As a counter-proposal, the District is offering to provide an increase to the salary schedule by 1% in Year-1 and 1% in Year-2.

11/20 WEA RESPONSE: The WEA maintains its previous proposal as they have shown the district that it is an affordable proposal.

- The 2019-21 contract was funded by the teachers, to save the district 2 million dollars per year.
 - Teachers did not receive retro-pay.
 - Teachers experienced delayed steps and lanes
 - Teachers funded a 0.5% increase to the salary schedule in year 1.
 - Teachers funded a 0.5% increase to the salary schedule in year 2.
 - All stipends were removed.
 - Sick leave buy back was suspended for both years.
 - The settlement was also funded through teacher retirements.
- Covid funding was not spent on teachers.
 - Other districts spent some of their Covid money on teachers
- The 2021-23 contract did not fulfill the district promises to recover lost wages from the previous round.
- Teachers have continuously taken on more responsibilities and students due to cuts over the last six years. They have risen to the occasion to assist the district to provide a quality education to the students of ISD110.
- The WEA cannot continue to sacrifice and or fund the district’s financial decisions.
- The WEA is concerned that 51 highly qualified teachers have left and that number will continue to grow as qualified applicants are becoming harder to obtain.

ISSUE 22 - SUBSTITUTE COMPENSATION

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

RATIONALE: This is an issue mandated by the state and briefly discussed as an additional item at the Oct. 12th meeting. The WEA requests to keep this simple by asking what the district already does, what the current stipends are, and when were they last modified?

ISSUE 23 - ATTACHMENT E - GRIEVANCE PROCEDURE

RESPONSE: The WEA received feedback regarding grievance language and proposes to make the changes below. This was an item discussed at the Oct. 2nd and Oct. 12th negotiation meetings.

PROPOSAL:

ATTACHMENT E GRIEVANCE PROCEDURE

Section I. Grievance Definition: A "grievance" shall mean an issue about which there is disagreement, confusion or dispute regarding the interpretation or application of this Agreement and its provisions. Section 2. Representative: The Union teacher, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement and must be put in writing.

Subd. 2. Days: Reference to days regarding the timelines in this procedure shall refer to working days. A working day is defined as all weekdays, Monday through Friday, not designated as holidays by State Law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the actual event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served, emailed on the District email system, or if it bears a certified postmark of the United States Postal Service within the time period.

Subd. 5. Association: The Waconia Education Association shall be the designated representative of grievants who wish to pursue a grievance.

Section 4. Time Limitation and Waiver: Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. Failure by the School Board or its designee to issue a decision and/or written response within the time periods provided shall constitute a denial of the grievance, and the Union teacher may appeal to the next level. Any agreements to extend or waive the timelines shall be put forth in writing by the parties.

Section 5. Adjustment of Grievance: The parties shall attempt to adjust all grievances that may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1. Level I: The teacher(s) and their his/her WEA representative and the school board's designee shall meet in an attempt to resolve the grievance within twenty (20) days after the grievant(s), through the use of reasonable diligence, should have had knowledge of its occurrence.

Subd. 2. Level II: If informal discussion does not resolve the grievance, the grievant and ~~their his/her~~ WEA representative will submit in writing a statement which sets forth the facts, the specific provision(s) of the Agreement violated, and the relief sought. The written grievance must be submitted to the building principal within ten (10) days of the informal meeting with the school board's designee.

Subd. 3. Level III: The parties will meet within ten (10) days of the receipt of the written grievance to attempt to resolve it. The school board designee will respond in writing to the grievant and the WEA within ten (10) days of the meeting.

Subd. 4. Level IV: If the level III meeting was not with the Superintendent, the Superintendent, the grievant, and ~~their his/her~~ WEA representative shall meet within ten (10) days of receipt of the Level III written response. The Superintendent will respond in writing to the grievant and the WEA representative within ten (10) days of the meeting.

Section 6. School Board Review: The school board may review any decision issued by the Superintendent under Level III or IV of this procedure or at the request of the Association provided the school board or its representative notify the parties of its intention to review within ten (10) clays after a decision at Level IV has been rendered. The school board may affirm, reverse or modify such decision and at the option of the school board, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school board. The school board shall then render its decision within fifteen (15) days after notification of its intent to review. In the event the grievance is not resolved, the grieving party may appeal the decision to the next level.

Section 7. Denial of Grievance: Failure by the school board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the Union teacher may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the Association and the school board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd.]. Request: A request to submit a grievance to arbitration must be in writing signed by the Association, and such a request must be filed in the office of the superintendent within twenty (20) days following the decision at Level IV or within twenty (20) days after the decision of the school board if the school board reviews a decision pursuant to Section 6 of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: ~~Within ten (10) days after the request to arbitrate,~~ the Association shall request the Director of the Bureau of Mediation Service to submit a list of seven (7) five (5) arbitrators. The parties shall alternatively strike names until one remains and that person shall be the arbitrator. ~~The request shall ask that the appointment be made promptly after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Director of Bureau of Mediation Service within the time periods provided herein shall constitute a waiver of the grievance.~~

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions ~~by the arbitrator~~ in cases properly before the arbitrator ~~him~~ shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in P.E.L.R.A. and other applicable Minnesota statutes.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by ~~either or~~ both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public schools to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Grievance Form: Grievances must be filed on the form provided in this Section. Forms shall be supplied by the school district.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive their ~~his/her~~ right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This

Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.