

**WEA’S RESPONSE TO DISTRICT’S LAST PROPOSAL**  
**Presented to District on December 4th, 2023**

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

<b>Years of Service in District</b>	<b>District Matching Contribution</b>
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.

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## WEA'S RESPONSE

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### ISSUE 1 (WEA) – *TENTATIVE AGREEMENT*

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

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

**12/4/23 WEA RESPONSE:** The WEA currently maintains its position to insert language establishing an insurance committee. The most recent insurance committee guidelines had some changes that the whole group was unaware of. This proposal has a goal of ensuring administrators, all bargaining groups, and school board members all have an understanding of how the insurance committee operates. The WEA values all district 110 employees and seeks input from everyone, but seeks to have appropriate representation and guidelines visible by everyone.

**The WEA makes the proposal to attach insurance committee guidelines along with the Flex day learning plans (with the proposed struck out language) as MOAs.**

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

**DISTRICT RESPONSE:** The District respectfully declined WEA's proposal.

**12/4/23 WEA RESPONSE:** The WEA currently maintains the idea to add a wellness bonus as an initiative to ratify a future TA between the WEA and District. When members lost the ability to sell back their unused sick days prior to retirement some members saw this as a lost benefit, while others planning to retire with the district saw it as an added benefit. Thus, resulting in mixed reviews and contributing to a past TA being voted down. The WEA is reiterating that members are not choosing when to use sick days, rather encouraging members to be creative with appointments. In regards to Parental and Pregnancy Leave Act and Americans with Disabilities Act, the WEA would entertain including language for proportional amounts upon the agreed upon numbers. A wellness bonus proposal could also help with the sub shortage, as a concern by the district in Issue 4.

Unfortunately, some WEA members already come to work sick as sub plans are typically unexpected and unpaid labor and often feel like more work than coming into school and making it through the day.

**Proposal:** The WEA is modifying its proposal to include language providing an annual "Wellness Bonus" by inserting language in the contract stating: "Teachers who use 6 or less sick days each

year will receive a wellness bonus of \$750.” WEA’s rationale for this proposal is that it will encourage WEA member attendance.

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

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

**12/4/23 WEA RESPONSE:** The WEA maintains its proposal to allow WEA members to earn an additional day of personal leave sooner as this rewards members who have stayed loyal to ISD110 over the last four years and helps ISD110 stay competitive for future employees. The WEA provides outstanding learning outcomes on every day of the school year and does not agree that Fridays and Mondays around holidays and breaks are key times of the year or any more important than other school days. The WEA recognizes there are many teachers who volunteer to take on paid sub rates, and, if needed, there are many licensed staff members and most district administrators who can step in to sub in the classroom.

**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:

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

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

**12/4/23 WEA RESPONSE:** WITHDRAWN BY WEA

**ISSUE 6 (WEA) – *WITHDRAWN BY WEA***

**ISSUE 7 (WEA) – *TENTATIVE AGREEMENT***

**ISSUE 8 (WEA) – *TENTATIVE AGREEMENT***

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

**12/4/23 WEA RESPONSE:** The WEA maintains the proposal that School Readiness instructors should enter Article XVIII, as the district already agreed. When the district added their proposed School Readiness Pay scale, they negotiated in poor faith. Prior to this, the district proposed both School Readiness and Tier 1 teachers enter Article XVIII, which included a pay scale. The WEA notes that Tier 1 teachers do have different legal rights, but do not need to be in Article XVIII if the district did not intend for them to be on the same ECFE / School Readiness pay scale.

The WEA is willing to look past this if the district maintains its original School Readiness Instructors response by entering them into Article XVIII, including the ECFE pay scale that is already there. In exchange, the WEA is willing to drop the proposed ECFE/School Readiness full-time language.

The WEA notes that on Nov. 23<sup>rd</sup> there was an Early Childhood presentation stating the program structure has had a 6-7% financial surplus average over the past 5 years. Community Education is a self-sufficient program and should not be supplemented from the general fund.

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

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

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**WEA’S RESPONSE TO DISTRICT’S LANGUAGE PROPOSALS**

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

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

**12/4/23 WEA WITHDRAWS ITS COUNTER PROPOSAL - Add Sick leave Bank form as an appendix**

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

**12/4/23 WEA NOTE:** The WEA notes that the Flex Learning Days MOA framework was nearly complete and already posted on the website to follow the State statute below. In return the WEA had requested to insert the WEA sick bank form as an appendix so that WEA members understand their benefit and when they are eligible. The WEA was not asking the district to ignore IRS regulations, though would request if the application was inserted as an appendix for the district to ask the IRS directly their interpretation as an attempt to aid both WEA members and the district in tax benefits.

**Minnesota State Statute 120A.414 E-LEARNING DAYS Subd. 3. Annual notice.** A school district or charter school must notify parents and students of the e-learning day plan at the beginning of the school year.

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

**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:

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

**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.

**12/4/23 WEA RESPONSE:** The WEA acknowledges their calculation error in the numbers presented in the insurance premiums. We believe the district understood what we were asking for as stated in their response, how would the district like the WEA to move forward?

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

**12/4/23 WEA RESPONSE:** The WEA proposes to increase the ECFE and School Readiness Pay scale by **8%** and **8%**. These teachers operate under the community education budget and should not be restricted by what other WEA members are able to receive from the general ed. formula. As previously stated: The WEA notes that on Nov. 23<sup>rd</sup> there was an Early Childhood presentation stating the program structure has had a 6-7% financial surplus average over the past 5 years. Community Education is a self-sufficient program and should not be supplemented from the general fund. The WEA’s proposal remains the same until the district provides financial data showing this is not affordable.

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

~~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~~

2022-2023

Step	Teacher	Teacher w/M.A.
1	\$30.02	\$32.24
2	\$30.97	\$33.32
3	\$31.94	\$34.41
4	\$32.95	\$35.54
5	\$34.03	\$36.74
6	\$35.12	\$37.97

**12/4/23 WEA RESPONSE:** The WEA proposes to insert the career increment language below, 5% for steps 6+ in lieu of the proposed longevity stipend.

**Article XVIII - Early Childhood Family Education - Section 10 - Career Increment - ECFE and School Readiness Teachers shall qualify for the career increment above the basic salary schedule after step 6. Beginning in 2023-2024, the hourly pay including the career increment equates to a 5% increase over the last step.**

**ISSUE 19 (WEA) – *TENTATIVE AGREEMENT***

**ISSUE 20 (WEA) – *TENTATIVE AGREEMENT***

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

**WEA PROPOSAL:** WEA maintains its previous proposal to increase the salary schedule by 5.5% in Year-1 and 4% in Year-2.

**12/4/23 WEA RESPONSE:** The WEA is maintaining its position until further communication about creative solutions including adjusting the SOD plan and/or a possible 2 and 2 plan.

## **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.

**12/4/23 WEA RESPONSE: WITHDRAWN BY THE WEA**