

Wallace School District No. 393

Negotiations Agreement
Master Contract

2023-2024

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Article I
Negotiations Agreement

This Agreement entered into by the Board of Trustees of the Wallace School District No. 393 (herein referred to as the Board) and the Wallace Education Association (herein referred to as the Association), pursuant to the laws of the State of Idaho, the aforementioned parties agree as follows:

1.1 Bargaining Unit

1. The Board recognizes the Association as the exclusive bargaining representative of all certified employees of District No. 393, excluding the District and school level administrators. This recognition is premised upon the Association having a majority of the certified employees designate the Association as their bargaining representative.

1.2 Teams

1. Each negotiating team shall consist of no more than three (3) persons representing the Board and no more than three (3) persons representing the Association. The Board team shall be composed of at least two (2) Board members.

1.3 Ratification

1. When the Board and the Association reach an agreement, it shall be placed in writing by the persons negotiating and offered for ratification. Joint ratification shall be made at the next regular scheduled Board meeting for which the agenda can still be modified.

1.4 Signatures

IN WITNESS, THEREOF:

Approved by the Wallace School District No. 393 Board of Trustees and Wallace Education Association:

For the Board:

For the Association:

Chairman, Board of Trustees

President, WEA

Date

Date

Article II Grievance Procedure

2.1 Statement of Purpose

It is the Board's desire that procedures for settling certificated staff grievances be an orderly process within which solutions may be pursued. Further, that the procedures provide prompt and equitable resolution at the lowest possible administrative level. Each certificated employee shall be assured an opportunity for orderly presentation and review of grievances without fear of reprisal.

2.2 Definitions

1. Grievance: A written claim by a certified employee covered by the Negotiations Agreement that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement, or of an existing Board policy, federal law, or Idaho law, or that an employee has been treated unfairly, or that there exists a condition that jeopardizes employee health or safety.
2. Grievant: A teacher, group of teachers, or Association making the claim.
3. Days: Time periods in this procedure shall refer to business days. If the grievance extends beyond the regular school year, a "day" means any day, Monday through Friday, exclusive of holidays.

2.3 Grievance Guidelines

1. The Association may assist a grievant at any formal level of the grievance if it obtains the consent of the grievant in writing. Failure of an employee to act on a grievance within the prescribed time limits will void any further appeal, and an administrator's failure to give a decision within the prescribed time shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent.
2. An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and his or her principal without the assistance of the Association.
3. Upon settlement of each grievance, all documents, communications and records dealing with the processing of the grievance shall be retained in the official files of the school district, but shall be maintained separate from personnel files. The grievant may view the file upon request.
4. A grievance may be withdrawn at any step.
5. The grievant may be represented at any step of this procedure by the Association. The Association shall have the right to be present at any meeting, hearing, appeal, or other proceeding relating to a formal grievance.

2.4 Grievance Procedure

1. Grievances will be processed according to the step-by-step process outlined below. However, if a person designated to hear a grievance is the subject of the grievance, the grievance process will begin at the next highest step.

Level 1: Informal: A grievant with a complaint is encouraged to first discuss it with the employee involved, with the objective of resolving the matter promptly and informally.

Level 2: Principal: If the grievance cannot be resolved informally, the grievant shall present the grievance in writing on a standard form adopted for the purpose, to the principal or his/her designee no later than ten (10) business days after the occurrence of the alleged incident, or from the date the grievant could reasonably become aware of such occurrence. The principal or designee shall meet with the grievant and shall conduct whatever additional meetings or investigative activities the principal or designee believes are necessary to address the grievance. Subsequent to these activities and within a period of ten (10) business days, the principal shall provide a written response to the grievance.

Level 3: Superintendent: If the grievant is not satisfied with the disposition of the grievance at Level 2, the grievant may file, within ten (10) business days of the principal's written decision, a copy of the grievance with the Superintendent. Within ten (10) business days of receipt of such filing, the aggrieved and the Superintendent or their designee, shall meet to resolve the grievance. The Superintendent or their designee shall decide the matter within ten (10) business days of the meeting and shall notify the parties in writing of the decision.

Level 4: Panel: If the grievant is not satisfied with the response at Level 3, or there is no response within ten (10) business days following the meeting, the grievant may submit the grievance to the Board, through the Board Chairperson. Within ten (10) business days the Board Chairperson shall convene a panel consisting of three (3) persons: one (1) School Board member, one (1) member of the Association, and one (1) person mutually agreed upon by the Board and Association, for the purpose of reviewing the grievance. Neither party to the grievance will be permitted to assert grounds not previously asserted before the Superintendent. Each party shall be entitled to representation and witnesses. Upon conclusion, the panel will have ten (10) business days to provide a written recommendation to the school board. The school board will then render its decision. The matter shall be addressed by the school board no later than the next regularly scheduled meeting.

Article III Leaves

3.1 Personal Leave

1. Upon approval of the Superintendent, personal leave shall be granted for any reason deemed necessary by the employee at the rate of two (2) days per year. Personal leave days may be taken as full or half days, at the discretion of the employee. One (1) unused personal days may be rolled over to the next year for a maximum of three (3) days any given year. Up to two (2) days of unused personal leave will be paid to the teacher at the daily rate of 1/190th of the contract salary.

2. Application for personal leave must be made through the building principal. Five (5) working days notice will be given except in the case of an emergency to allow time to secure a substitute.

3.2 Sick Leave

1. Certificated employees who work half time or more per week shall be granted sick leave and other leaves in accordance with State law. Each such employee shall be granted sick leave with full pay of one day as projected for the employment year for each month of service in which he or she works a majority portion of that month. Sick leave for certificated employees shall be calculated by the day, or percentage thereof, as defined in his or her individual employment contract.

2. The District, may in its discretion, require proof of illness when deemed appropriate, including but not limited to suspicion of abuse of sick leave or false claims of illness.

3. Compensation shall not be provided for unused sick leave.

4. "Sick leave" means a leave of absence, with pay, for a sickness suffered by an employee or his or her immediate family. "Immediate family" for purposes of sick leave shall mean the employee's spouse and children residing in the employee's household. Nothing in this policy guarantees approval of the granting of such leave in any instance. Each request will be judged by the District in accordance with this policy and the needs of the District.

5. It is understood that seniority shall accumulate while a teacher or employee is utilizing accumulated sick leave credits. Seniority will not accumulate unless an employee is in a paid status. Abuse of sick leave is cause for discipline up to and including termination.

6. Employees may accrue unused sick leave. Upon retirement, an employee's accumulated unused sick leave must be reported by the District to the public employee retirement system.

3.3 Sick Leave Bank

1. Purpose: The purpose of the Sick Leave Bank shall be to provide certified employees who qualify for membership in the Bank with additional sick leave days when needed to recover from personal illnesses which cause absence from work and loss of accumulated sick leave. The Bank shall be used as a reserve for lost time due to long term illnesses, (more than ten (10) consecutive work days) or personal injury, excluding industrial accidents or non-elective surgery.

2. Administration: The Sick Leave Bank shall be administered by the Sick Leave Bank Committee in conformance to the regulations set forth in this agreement. The Sick Leave Committee shall be composed of one (1) member appointed by the Board and four (4) Association members appointed by the official bargaining unit.

3. Eligibility for Membership: Membership in the Sick Leave Bank shall extend to any certificated employee of School District No. 393 employed by September 10th for the current school year. Any individual not contracted by September 10th will not be eligible for the current year. Such membership shall not be extended to the Superintendent.

4. Membership: Employees who donate one (1) day of accumulated sick leave to the Sick Leave Bank prior to September 10th of the current school year: shall be members of the Bank and eligible for its services. All employees who have contributed to the Bank shall remain members of the Bank for the duration of their employment as certified employees of the school district.

5. Donation: Donation to the Sick Leave Bank shall conform to the following regulations:

a) Initially, each Sick Leave Bank member may donate a maximum of two (2) days of accumulated personal sick leave per year until the maximum capacity of the Bank has been reached. After that time, Sick Leave Bank members may donate one (1) day of accumulated personal sick leave per school year at anytime during the school year prior to June 1st, unless the Bank has reached its maximum capacity; and

b) Days donated to the Bank shall be non-refundable to the donor as accumulated personal sick leave in the event of loss of Bank membership or separation from the District.

6. Maximum Capacity: The Sick Leave Bank shall accumulate unused Bank days from year to year, to a maximum capacity of two hundred twenty (220) days.

7. Maximum Withdrawal: The maximum number of days that shall be available for withdrawal for employee use in one (1) year shall not exceed the Bank's maximum capacity, as defined in item 6, Maximum Capacity.

8. Employee Use of Sick Leave Bank: Members of the Sick Leave Bank shall conform to the following regulations when requesting use of Sick Leave Bank days:

a) The employee, or member of the Sick Leave Bank Committee when the employee is physically incapable, shall secure written evidence from the School District's Business Office that he/she has used all of his/her accumulated personal sick leave days and personal leave days, if available. The employee shall lose two (2) days of salary, calculated at their daily rate of pay. Meeting these conditions makes the employee eligible to apply for use of the Sick Leave Bank days.

b) The employee, or member of the Sick Leave Committee when the employee is physically incapable, shall secure written proof of illness adequate to protect the district against malingering or false claims of illness as provided by Idaho Code § 33-1216, § 33-1217 and § 33-1218.

c) The employee, or member of the Sick Leave Bank Committee when the employee is physically incapable, shall present to the Sick Leave Bank Committee a request in writing for use of Sick Leave Bank days. This request shall indicate the number of days desired and shall be accompanied by the above two (2) statements.

d) The Sick Leave Bank Committee shall consider the application for use of the Sick Leave Bank days and shall approve or disapprove the request, in full or in part, within three (3) working days of receipt of items a, b and c. The employee shall be notified by the District office within three (3) work days after the Sick Leave Bank Committee's decision.

3.4 Sick Leave Donation

1. Any certificated employee may donate up to two (2) days of his/her personal accumulated sick leave days or personal leave days per year to any other employee who has exhausted his/her accumulated sick leave days. This leave will be for death or serious illness in the immediate family. An employee may donate to as many individual(s) as he/ she wishes, as long as the recipient meets the qualifications of this provision.

2. All donations will be voluntary, and no employee will be required to make a donation under this provision. This donation is limited to twenty (20) days per employee/recipient per year. The donating employee shall designate who will be the recipient of the donation.

3.5 Bereavement Leave

1. An employee who has a death in the immediate family shall be eligible for bereavement leave. "Immediate family" for purposes of bereavement leave shall mean spouse, children, brother, sister, mother, father, grandparents, grandchildren, or in-laws, same members of the spouse's family, parent, sibling and grandparents. The Superintendent shall have the authority to give bereavement leave for up to five days. Bereavement leave of greater than five days must be approved by the Board. Such leave shall not exceed ten days.

3.6 Jury Duty

1. Serving on a jury is a fundamental responsibility of citizenship, and the Wallace School District supports this important role in our society. Upon receipt of the initial official notification, an employee selected for jury duty must submit a copy of such notice to the immediate supervisor and to the District office as soon as possible so that appropriate substitute needs can be met. If the absence would pose a significant hardship for the School District, the employee may be asked to request a postponement of jury duty from the court.

2. All employees serving on jury duty shall receive paid leave from the District. In return, the employee shall submit all compensation paid by the Court to the District.

Article IV Salary and Benefits

4.1 Medical, Dental, Vision and Life Insurance

1. The District will pay the cost of the premium for the employee at \$1,054.00 This will include the full premium for medical, dental, life, and vision insurance for each certified employee who is eligible. To be eligible, an employee must be on regular contract for no less than twenty-eight (28) hours per week.

2. Insurance carriers and plans for the package will be mutually agreed upon by the District and the Association through the negotiations process.

4.2 Benefit Pool

1. Employees covered by a spouse's group insurance shall receive a benefit of \$425 per month in lieu of insurance coverage. Spouse's insurance must meet the Affordable Care Act "affordability" and "minimum value" standards. Employees receiving said benefit must provide proof of insurance to the District by August 1st of the contract year. Employees hired after August 1st have thirty (30) days to provide proof of other insurance coverage.

4.3 Salary Schedule

1. The salary schedule shall be attached to this Agreement as Appendix A.

4.4 Salary Category

1. The salary category is determined by the number of years of service and degree and credits held by the teacher before the opening day of school. The status will be determined by the transcript on file in the Clerk's office. The status of the teacher will not be changed during the school term.

2. When placing new certified employees on the salary schedule, the District shall recognize each year of contracted teaching experience. Those years of experience must be in an educational institution accredited by an agency recognized by the Idaho State Department of Education. Additionally, teachers teaching courses coded as Career Technical Education (CTE) in the ISEE manual shall receive one step for every two (2) years of industry experience.

4.5 Salary Advancement/Professional Growth Plan

1. All staff wishing to advance on the salary schedule will be on an approved professional growth plan that supports the state mandates and/or the District's goals and curriculum. The Superintendent would approve said plan. The Superintendent may approve miscellaneous credits, including undergraduate, that support the District's short-term goals such as classes in technology, curriculum delivery, etc. If credit for advancement on the salary schedule is not pre-approved by the Superintendent, credit for advancement may be denied.

Article V Terms of Employment

5.1 Term of Contract

1. The term of the contract for employees covered by this Agreement shall be one hundred ninety (190) days and shall include the following:

- 1 district led professional development day before students arrive
- 2 additional preparation and/or training days prior to the student school year
- 1 certified preparation day for all sites at the end the 2nd quarter
- 1 certified preparation day for the 1st and 3rd quarter at Silver Hills Elementary
- ½ certified preparation day for the 1st and 3rd quarter at Wallace Jr./Sr. High
- 1 certified preparation day at the end of the student school year
- 6 holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day

5.2 Parent Conference Compensation

1. Parent conference time shall be compensated with a non-workday. For example, two (2) nights of evening conferences shall be compensated with one non-workday.

Article VI Association Rights

6.1 Association Communications

1. The Association shall have the right to use the internal school email, intra-district mail, phones, and faculty mailboxes to communicate with members of the bargaining unit about Association business, as well as the right to use school facilities to conduct Association meetings.

6.2 Official Association Meetings

1. The Board shall not require any teacher to make up time spent in attending regularly scheduled official meetings of the state teachers association as provided by Idaho Code § 33-513. The WEA will cover the cost of a substitute teacher and the school district will cover the teacher’s daily rate.

6.3 Professional Development Presentation

1. The Association shall have the privilege to distribute information to new employees at a district professional development day before students arrive. The Association representative(s) shall arrange a time and place with the administration.

**Article VII
Duration**

6.1 Duration

1. The provisions of this Agreement shall become effective as of September 1, 2023 and will continue and remain in full force and effect until August 31, 2024.

IN WITNESS, THEREOF:

Approved by the Wallace School District No. 393 Board of Trustees and Wallace Education Association:

For the Board:

For the Association:

Chairman, Board of Trustees

Kalitt Bann

President, WEA

Date

6/27/23

Date

Appendix A
Certificated Salary Schedule

2023-2024 Certificated Salary Schedule							
STEP	BA	BA+12	BA+24	BA+36/MA	BA+48/MA +12	BA+60/MA +24	ES/DR MA+36
0	36,213	37,571	38,981	40,442	41,958	43,532	45,164
1	37,571	38,981	40,442	41,958	43,532	45,164	46,858
2	38,981	40,442	41,958	43,532	45,164	46,858	48,615
3	40,442	41,958	43,532	45,164	46,858	48,615	50,439
4	41,958	43,532	45,164	46,858	48,615	50,439	52,330
5	43,532	45,164	46,858	48,615	50,439	52,330	54,293
6	45,164	46,858	48,615	50,439	52,330	54,293	56,328
7	46,858	48,615	50,439	52,330	54,293	56,328	58,440
8	48,615	50,439	52,330	54,293	56,328	58,440	60,632
9	50,439	52,330	54,293	56,328	58,440	60,632	62,906
10	52,330	54,293	56,328	58,440	60,632	62,906	65,265
11	0	56,328	58,440	60,632	62,906	65,265	67,712
12	0	58,440	60,632	62,906	65,265	67,712	70,252
13	0	0	0	0	0	0	72,886
State Minimum Salary: \$41,118							
WSD 23-24 Career Ladder Funded Minimum: \$44,409							

Appendix B
Supplemental Salary Schedule

23-24 Supplemental Salary Schedule								
	High School Head Coach	High School Assistant Coach	High School Band	High School Pep Band	High School Cheer 7th/8th HC	7th/8th Assistant Coach	7th/8th Cheer	Advisors Sr. Proj., TSA, Grad. Coord., StuCo, ACADECA, BPA, NHS, NJHS
EXP	10% of Base	7.5%	3%	3%	5%	3.75%	3%	\$500
1	\$ 3,621	\$ 2,716	\$ 1,086	\$ 1,086	\$ 1,811	\$ 1,358	\$ 1,086	\$ 500
2	\$ 3,757	\$ 2,818	\$ 1,127	\$ 1,127	\$ 1,879	\$ 1,409	\$ 1,127	
3	\$ 3,898	\$ 2,924	\$ 1,169	\$ 1,169	\$ 1,949	\$ 1,462	\$ 1,169	
4	\$ 4,044	\$ 3,034	\$ 1,213	\$ 1,213	\$ 2,022	\$ 1,517	\$ 1,213	
5	\$ 4,196	\$ 3,148	\$ 1,258	\$ 1,258	\$ 2,098	\$ 1,574	\$ 1,258	
6	\$ 4,353	\$ 3,266	\$ 1,305	\$ 1,305	\$ 2,177	\$ 1,633	\$ 1,305	
7	\$ 4,516	\$ 3,388	\$ 1,354	\$ 1,354	\$ 2,259	\$ 1,694	\$ 1,354	
8	\$ 4,685	\$ 3,515	\$ 1,405	\$ 1,405	\$ 2,344	\$ 1,758	\$ 1,405	
9	\$ 4,861	\$ 3,647	\$ 1,458	\$ 1,458	\$ 2,432	\$ 1,824	\$ 1,458	
10	\$ 5,043	\$ 3,784	\$ 1,513	\$ 1,513	\$ 2,523	\$ 1,892	\$ 1,513	
11	\$ 5,232	\$ 3,926	\$ 1,570	\$ 1,570	\$ 2,618	\$ 1,963	\$ 1,570	
12	\$ 5,428	\$ 4,073	\$ 1,629	\$ 1,629	\$ 2,716	\$ 2,037	\$ 1,629	
Athletic Director = 15% teaching salary, Test Coordinator = \$2,700, Drivers Education = \$25.00/hour								
Activities Advisors/Coaches may take a sabbatical from their activity and then may return to the next step on the supplemental salary schedule.								
A head coach moving to an assistant coach position in the same sport will retain all years of experience.								
Activity Advisors/Coaches moving to Wallace will retain all years of experience from another school district for similar positions. Credit for years of experience in public systems as an assistant coach will be evaluated on an individual basis for head coach positions.								
Job descriptions will be included on the supplemental contract.								

Appendix C
Grievance Form

Aggrieved Person:

Date Filed:

School:

Subject Area or Grade:

Date Grievance Occurred:

Statement of Grievance:

Action Requested or Relief Sought:

(Attach additional sheet, if necessary)

Signature of Aggrieved

Date

Level II

Decision of Principal or Designee:

Signature of Principal or Designee

Date

Aggrieved Person's Response

_____ I accept the above decision

_____ I hereby refer the above decision to the next step of the grievance procedure.

Signature of Aggrieved

Date

Level III

Date received by the Superintendent or Designee:

Decision of Superintendent or Designee:

Signature of Superintendent or Designee

Date

Aggrieved Person's Response

_____ I accept the above decision

_____ I hereby refer the above decision to the next step of the grievance procedure.

Signature of Aggrieved

Date

Level IV

Date Submitted to Panel:

Panel Members:

Decision and Disposition of the Panel:

Signature of Panel Members

Date

Signature of Panel Members

Date

Signature of Panel Members

Date

**TO BE FILED IN A SEPARATE GRIEVANCE FILE, SEPARATE FROM THE
PERSONNEL FILE OF THE AGGRIEVED.**