

**MARSING EDUCATION ASSOCIATION**

**MASTER CONTRACT**

**BETWEEN THE ASSOCIATION AND  
THE BOARD OF TRUSTEES**

**2017-2018**

**MEA Ratified: 11.13.17  
Board Ratified: 11.17.17**

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## PROCEDURAL AGREEMENT

For the purpose of negotiations for the 2017-2018 school year, the Board of Trustees of Marsing Joint District No. 363 recognizes the Marsing Education Association as the exclusive representative for negotiations for all Professional Employees excluding the Superintendent, Principals, and non-certified staff as the Association, prior to May 10, 2017 demonstrated that it represents the majority of Professional Certificated Employees covered by this Agreement.

### BARGAINING PROCEDURES

- A. **Bargaining Units:** The negotiating team shall consist of no more than three M.E.A. members and three board members. However, pursuant to I.C. 33-1273, in the event the Board of Trustees chooses to designate an individual other than the Superintendent or elected trustees of the District as its representative for negotiations, the Association may also designate an individual of its choosing to act as its representative for negotiations. Traditionally, the role of the Superintendent and District Clerk will be to advise and facilitate the team.
- B. **Scope of Negotiations:** The scope of negotiations as per the limitations Idaho Code Section 33-1275 and to the extent agreed upon by the parties.
- C. **Negotiations Timeline:** Team members will negotiate in good faith. Team members will be selected, trained, and will meet by prior to April 30<sup>th</sup> unless otherwise mutually agreed upon by the parties
- D. **Sessions:** Negotiation sessions will be held at times mutually agreed upon and will be held in the District Board Room or in another place mutually agreed upon, with each meeting lasting no longer than two (2) hours, including caucus time, unless an extension is agreed to by both parties. The negotiation sessions shall be held in open sessions.
- E. **Ratification:** All items agreed to are tentative until ratified by the Association and the Board. Ratification will be accomplished in open meetings and pursuant to the deadlines and ratification order as established in the Idaho Code. If ratification is not accomplished, negotiations will be rescheduled unless the statutory deadline dates are met and the Board is required to impose compensation and benefits pursuant to statute. If ratified, the President of the Association and the Chairman of the Board shall both sign the agreement.
- F. **Length of Agreement:** This Procedural Agreement as with the Negotiated Agreement between the parties shall remain in effect for a single year with a term of July 1 through June 30<sup>th</sup>, unless otherwise agreed for a non-rolling two year duration.
- G. **Reports/Updates:** Each year the negotiating team, during the Ground Rules session, will determine how the reports/updates are to be produced and sent periodically to all certified staff and Board Members. The parties do recognize that, the public writings act is applicable to all documentation exchanged between the parties in the negotiation sessions.
- H. **Ground Rules:** Team members will review and revise ground rules if necessary.

**BARGAINING PROCEDURES ACCEPTANCE**

The signatures affixed to this agreement indicate ratification by the Board and Marsing Education Association.

\_\_\_\_\_  
Marsing Education Association  
Negotiator

\_\_\_\_\_  
Board of Trustees Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marsing Education Association  
Negotiator

\_\_\_\_\_  
Board of Trustees Negotiator

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Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marsing Education Association  
Negotiator

\_\_\_\_\_  
**Date**

## MASTER AGREEMENT

This 2017-2018 Master Agreement is entered into by and between the Board of Trustees of Marsing Joint District No. 363 and the Marsing Education Association representing the Marsing Professional Employees pursuant to the laws of the State of Idaho. Excluded from this Agreement are the Superintendent, the Principals, and non-certified staff.

### ARTICLE I – LEAVES

- A. **Sick Leave:** Professional employees will have credited to their Sick Leave account one (1) day for each month of service with the District, not to exceed 10 days per year. Sick Leave will be allotted for illness, accident, emotional upset or pregnancy of professional employees or members of their Immediate Family. Sick Leave shall accumulate from year to year. The District shall inform employees each month of the number of Sick Leave days accumulated to date.

Immediate Family will include spouse, children, parents, sisters, brothers and grandparents by blood or marriage. In addition any person living with the employee and dependent on the employee for financial or physical support shall be considered immediate family.

- B. **Civic Duty Leave:** Professional personnel will be given Civic Duty Leave with pay, when necessary. This shall apply to required appearances for that portion of the day that attendance is required. Leave with pay will be granted for a jury summons. Any remuneration received from said Civic Duty Leave will be returned to the District.
- C. **Other Types of Leave:** Professional Employees will be entitled to a maximum of 8 to 10 days for other types of leave per contract year. The types of leave are as follows:
1. Bereavement Leave- up to 5 days for relative of the employee related by affinity or consanguinity within the second degree and up to 3 days for close friends - 5 days maximum for all bereavement leave.
  2. Professional Growth of Employees Leave - 2 days maximum.
  3. Personal Business Leave - 3 days maximum earned per year. Two days (2) of Personal Leave may be carried over to the next year so that an eligible employee may take a maximum five days (5) Personal Leave during that year. (See Article I. Sec. A.)
    - a) Professional employees covered by this Agreement may have up to five (5) days of accumulated unused Personal Leave.
    - b) Professional employees may be allowed to use Personal Leave for Sick Leave Purposes or any other personal business purpose.
    - c) The District Office will calculate Personal Leave days as of June 30<sup>th</sup>, based upon this calculation; the District will buy back those Personal Leave days in excess of two (2) days in the certificated employee's Personal Leave account.
    - d) The District will buy back up to a maximum of three (3) accrued unused Personal Leave days for certificated staff at the rate of 1.5 X current substitute rate of pay.

4. State Association Business Pool Leave - 20 days of leave per year to be used by the Association officers and/or designated members, with no qualified employee to receive more than 5 days.

Requests for Leave must be submitted to the Building Principal. Requests for Leave under items 2, 3, or 4, above should be made two weeks in advance, except for special circumstances or when advance notice is not possible. The Building Principal may grant or deny such leave, including a decision to deny a Leave request based upon the cost necessity of exposure of professional Employee to subject matter/topic and purpose of scheduled Friday Professional Development day activities. However, denied leave may be appealed to the Superintendent.

These Leaves may be extended at the discretion of the Superintendent with the employee paying the cost of the substitute.

D. **Extended Leave of Absence:** Professional Employees employed under a certified contract desiring an Extended Leave of Absence, on an unpaid status must make formal application through the Superintendent to the Board. The Board shall review the request, and if granted, shall allow the following:

1. No loss of accumulated benefits of Sick Leave or contract status.
2. Participation in group insurance while on Leave, if permitted by law or contract, and at the Professional Employee's expense.
3. Upon return, the Professional Employee shall be assigned to the same position, or an equivalent position, in his/her area of preparation. In the unique situation of a Reduction in Force being implemented at the time of the professional Employee's return, the Professional Employee shall not be guaranteed a return to the same or equivalent position but shall be given equal consideration in the Reduction in Force procedure, with no credit in time given for the Leave.
4. Upon return, the Professional Employee shall be entitled to placement on the salary schedule as if no interruption of employment occurred, without any years of experience credit for the year of leave.

## ARTICLE II - SICK LEAVE BANK

- A. **Participating Members:** Each Professional Employee of the District covered by this Agreement may participate in the Sick Leave Bank. To participate an eligible Professional Employee shall contribute days earned from his or her own Sick Leave Days. Sick Leave days thus contributed shall be deducted from the individual's Sick Leave entitlement. The days donated to the Sick Leave Bank will be from the current school year. At the close of the contract year, unused Sick Leave days will remain in the Sick Leave bank.
- B. **Termination from District:** When a Professional Employee leaves the District, the Professional Employee's donated Sick Leave days shall remain the property of the Education Association Sick Leave Bank.
- C. **Formation of Fund:** The contributed Sick Leave days shall form a fund of Sick Leave days that will be available to all eligible participating Professional Employees according to the Education Association's Sick Leave Bank requirements.
- D. **Eligibility:** In order for a Professional Employee to be eligible to apply for Sick Leave benefits from the Sick Leave Bank, the Professional Employee must meet the Education Association's Sick Leave Bank requirements.
- E. **Days to be contributed:** The Education Association's Sick Leave Bank Committee shall determine the number of Sick Leave days each participant must contribute in order to keep the Bank solvent.
- F. **Sick Leave Bank Committee:** The Education Association's Sick Leave Bank Committee shall consist of members appointed by the Marsing Education Association

### ARTICLE III - SALARY AND FRINGE BENEFITS

A. Salary Schedule – Appendix A

- Placement on the Career Ladder will be determined solely by the State Department of Education.
- The Career Ladder (Appendix A) replaces all previous structures.
- Certified staff in the grandfathered cell of GC10 will receive a one-time stipend of \$1,200 and their base salary will remain at \$49,236.

Educational Allocation

For professional employees who qualify for educational allocation compensation, either MA (\$2000) or BA+24 (\$1100).

B. Extra-Curricular Salary Schedule: The Extra-Curricular Salary Structure base will contract year.

C. The Salary Schedule is based upon a work year defined to be 166 days of compensation. The work year is not a subject matter for negotiation but rather is to be determined by the Board of Trustees. The Board shall have this determined prior to setting employee compensation, when at all possible and, if not possible, will keep the Association negotiation team well aware of information regarding possible work year so that the Association may consider such in the negotiation process.

- The regular daily hours of work for professional employees will begin thirty (30) minutes before the start of the school day, and conclude fifteen (15) minutes after the end of the school day. The workday will include a 30-minute continuous duty free lunch period.
- Certified staff will be allowed four (4) - forty five (45) minute prep periods which can include prep or collaboration or classroom management per week with a minimum of 3 dedicated to prep time.

The School Year for the 2017-2018 school year shall be as follows:

* 147	Regular Instruction Days
* 1	Mandatory Float Days
* 13	Staff Development/Building Planning/Classroom Preparation Days
* 5	Paid Holidays
** 166	Days Per Contract

Extension of Work Year: Any extension of the school year shall provide that professional employees shall have their salaries augmented for each day worked in excess of 166 days by adding 1/166 of their regular salary for each additional day worked. Such extra-day contract will be documented on a Supplemental Contract in a form approved by the State Superintendent of Public Instruction as delineated by statute.

D. Fringe Benefit Pool: The District will pay five hundred and nine dollars and forty five cents (\$509.45) per professional employee; of the Preferred Provider Plan (PPO) monthly medical premium for District sponsored Blue Cross Plan. Membership in a District sponsored insurance program shall comply with the policies of the carrier. (See Appendix C for all premium changes and coverage changes.)



- E. Insurance Company: Professional personnel will have Blue Cross, Statewide Schools Medical Plan, as modified by Appendix C, available for their use.

Retired Teachers: Professional personnel who retire from the Marsing School District shall have elective insurance available for their use as required by Idaho state or federal law.

- F. Partial Contracts: Should a professional employee be hired for less than a (1.0) F.T.E. (Full time equivalency) teaching assignment, the employee's salary, fringe benefits, sick/personal/professional/ bereavement leave days shall be based on the percentage of F.T.E. contracted with the district.

## **ARTICLE IV – PROFESSIONAL EMPLOYEES**

- A. **School Calendar:**  
A calendar committee will be formed, by the Superintendent, to make recommendations for proposed calendars to the board. The committee will consist of the District Leadership Team. It is understood that it is the Board's responsibility to set the calendar. The school calendar which will be in effect for the term of this agreement shall be attached. This committee will have their recommendation to the School Board by the February meeting.
  
- B. **Professional Employee Assignments:**  
No assignment will be changed without consulting the professional employee involved.
  
- C. **Vacated Positions:**  
Notice of certified position vacancies shall be posted.
  
- A. **Professional Employee Rights:**  
No professional employee shall be disciplined, reprimanded, reduced in rank or compensation, non-renewed, dismissed, terminated, or deprived of any professional advantage without the employee being afforded the rights specified in Federal or State law.
  
- B. **In-Service Training:**  
Professional personnel at all three (3) schools shall have input on the subjects for in-service training. Building Principals will collect input regarding in-service offerings and the Building Principals will make the final decision.

## ARTICLE V - GRIEVANCE PROCEDURE

### A. **Definitions:**

1. **Grievance:** A grievance shall be defined as any dispute, controversy, or complaint concerning the interpretation and administration of written board policy and written board procedures and/or an alleged violation of the terms of this agreement.
2. **Grievance Committee:** The committee shall consist of the association representative from each building.
3. **Day:** Any full contract day (Monday through Thursday excluding and Friday professional Development Days).
4. **Written Complaint:**
  - a. Shall contain a specific synopsis (who, what, when, where) of the facts surrounding the complaint.
  - b. Shall contain the specific section of this agreement that has allegedly been violated and/or written board policy or written board procedure and/or the specific Idaho Code.
  - c. Shall contain the desired resolution.
  - d. Shall be signed by the grievant.

### B. **Procedures:** The following procedures are to be followed:

1. The grievant will make the written complaint to a building representative from the Grievance Committee. A building representative will, through free and informal communications, attempt to resolve the problem. This would take place during the five (5) business day period before the grievance proceeds to step two.
2. The grievant and/or representative from the Grievance Committee will make a written complaint to the principal within five (5) business days of the grievance.
3. If the principal does not produce a written response within five (5) business days, the grievance will proceed to step four. If grievant and the principal both agree, more time may be allowed to reach a solution (maximum of 5 extra days, for a total of 10 days).
4. If no written response has been received after five (5) business days from the principal, or the proposed solution is not acceptable to the grievant, then the grievant and/or representative from the Grievance Committee, will present the written grievance to the Superintendent.
5. If no proposed solution has been received after five (5) business days from five days from the Superintendent's receipt of the grievance from the Superintendent, or the proposed solution is not acceptable to the grievant, then the grievant and/or representative from the Grievance Committee, will present the written grievance to the School Board. The grievant, principal, grievance committee and Superintendent will present all pertinent information and documents relating to the issue to the School Board at the next scheduled Board meeting during executive session. During this session, the Board, the grievant and the Grievance Committee will discuss the problem.

6. The Board, at the next regular meeting, or duly called meeting, will take the matter under advisement and will respond with a solution, in written form, within ten (10) business days.
7. If the Grievant is not satisfied with the response of his/her Grievance at level #6 of this article, or if there is no response within ten (10) days, the Grievance may be referred to the Board Chairperson or his/her designee. Thereafter, the Board Chairperson shall convene a panel consisting of three (3) persons; one (1) designated by the Board Chairman, one (1) designated by the Grievant, and one (1) agreed upon by the two (2) appointed members for the purpose of reviewing the Grievance. No member of the panel shall have an interest in the underlying allegation nor shall such individual be a family member (as defined in Sick Leave) of the Grievant.

Should the Panel determine that it wishes to have a hearing, the parties in interest shall have the right to include in the representation such witnesses and written documentation as they deem necessary to develop facts pertinent to the Grievance. Upon conclusion of the hearing, the Panel will have ten (10) days to provide a written decision, together with the reasons for the decision to the Grievant and the MEA president, only if the Association is a participant in the Grievance, the Board Chairman and the Superintendent or his/her designee. The basic principles of due process shall govern the hearing.

8. At the next regularly scheduled Board Meeting, the Board Chairman shall report to the Board the findings of the grievance Panel and the Board will address such findings in the official records of the District.

**C. Further Clarification:**

1. It is the Grievant's responsibility to keep the process in motion. Any failure on the part of the grievant to keep the process in motion and comply with the time lines will result in grounds for the Administration to dismiss the grievance and all matters will be at a conclusion.
2. The Grievant may withdraw from the process at any time without prejudice.
3. Four (4) copies will be made of the grievance — one for the Chairman of the Grievance Committee, one for the grievant, one for the District Office, and one for the principal. Written grievances will be kept on file in the District Office, but will not be placed in the individual teacher's file.
4. Actions against the participant for his/her involvement in the grievance process will not be tolerated.

## ARTICLE VI - REDUCTION IN FORCE

1. The School District retains the right to determine when a reduction in force/layoff is necessary, the number of individuals whose employment must be terminated, and the areas of highly qualified certification within which such reductions in force will occur. Elimination of positions may occur from decreased in student enrollment, changes in curriculum, decrease in program enrollment, financial conditions or other circumstances as deemed appropriate by the Board of Trustees. This process is developed to provide a fair and orderly process should such elimination become necessary.

### 2. Definitions

- Professional Employees for application of this procedure shall apply to all employees who hold a Teaching certificate issued by the Idaho State Board of Education who are employed in a teaching position or such similar equivalent (Title Program position, Intervention position etc.)
- Professional Employment for application of this shall equal the number of months of service of the Professional Employee to the District, in the capacity of a Professional Employee and/or Administrative Employee and not otherwise employed as a Classified/non-Certificated Employee.
- Day – Working Day

### 3. Procedure

(a) Prior to commencing actions to voluntarily reduce Professional Employee Contracts under this procedure, the Board will give due consideration to its ability to effectuate position elimination and/or reductions of staff through the following considerations:

1. Voluntary Retirements
2. Voluntary Resignations
3. Transfer of existing Professional Employees
4. Voluntary leave of Absence by Professional Employees

(b) In the event that reduction-in-staff is required Professional Employees will be considered for retention in all areas for which they are qualified by credential and endorsement and if retained pursuant to this policy may be re-assigned to a Professional employment position for which they are properly credentialed/endorsed for which there are position openings.

The District shall review the departments, programs, and other considerations in determining what category of employees of the District may be subjected to possible reduction in force considerations.

Examples of how a board may implement a Reduction in Force includes but is not limited to:

- Elimination of programs or portions of programs
- Elimination of positions or portions of positions
- Combination of elimination of programs/positions or portions thereof

- (c) In making a determination as to the Professional Employees to be released pursuant to the Reduction in Force program, calculations will be done through utilization of a points system. It is the intent that each of the criteria identified below be given a point value for consideration in implementation of the reduction.
- (d) The points values for consideration in the reduction in force process are as follows:
- i. Number of areas for which the Professional Employee is highly qualified
    - a. One area +1 point
    - b. Two areas +2 points
    - c. Three areas +3 points
    - d. More than three +4 points
  
  - ii. Degree Status of Professional Employee (points are not cumulative)
    - a. BA/BS +1 point
    - b. 24+ credits beyond educational degree +1 point
    - c. Each additional educational Certification endorsement(s) +1 point
    - d. MA/MS (in the Educational field) +2 points
    - e. Degree beyond MA/MS (in the Educational field) +2.5 points
  
  - iii. National Board Certification held by Professional Employee
    - a. Earned status +2 points
  
  - iv. Evaluation/Performance of Professional Employee
    - a. One (1) point per year for each year receiving an overall evaluation ranking of “proficient” or “distinguished” on each of the previous three (3) years Summative Evaluation with the Marsing School District.
    - b. An additional .50 point(s) per year for each year receiving an overall evaluation ranking of “distinguished” on each of the previous three (3) years Summative Evaluations with the Marsing School District.
    - c. A reduction in force -.50 point for each year receiving an overall evaluation ranking of “basic” or “unsatisfactory” on each of the three (3) previous years of Summative Evaluation with the Marsing School District.
    - d. A reduction of -.50 point if the Professional Employee has been on a formal Board Approved Probation during the most recent school year prior to implementation of the Reduction in Force.
    - e. A reduction of -1 point if a report was filed regarding the Professional Employee with the Professional Standards Commission within the last twelve (12) months prior to the District’s implementation of the Reduction in Force.
    - f. A reduction of -1 point if the Professional Employee was in receipt of a formal Letter of Reprimand from the Building Administrator or District’s Superintendent within the last twelve (12) months prior to the District’s implementation of the Reduction in Force.
  
  - v. Number of years of Professional Employment with District
    - a. 3-5 years +1 point
    - b. 6-10 years +1.5 points
    - c. 11-15 years +2 points

- d. 16-20 years +2.5 points
  - e. 21 years and beyond +3 points
- vi. Additional Contributions to the District:  
Extra duties/curricular and programs – Participation in one or more of the following programs/activities during the last twelve (12) calendar months for the District will result in additional +1 point. If an individual does more than one (1) of the following it will result in additional +1.5 points.
- a. Coaching or extra duty as identified on the District’s Extra-curricular schedule
  - b. District Leadership Team
  - c. Building Leadership Team
  - d. Class Advisor
  - e. Department Head
  - f. Approved club advisor – defined to include any school-sponsored activity
  - g. Participation in afterschool programs including but not limited to 21<sup>st</sup> Century

Should a Professional Employee be returning from an approved Leave of Absence, the most recent completed Summative Evaluations will be utilized for consideration of the above point system.

- (e) A draft profile, utilizing the above point system, will be created for each employee with similar educational certifications and qualifications K-12 who may be considered for implementation of a Reduction in Force. A Professional Employee will be allowed to be considered in all positions for which he/she is properly credentialed or endorsed. In such considerations however, there will be no misassignments or alternative authorizations considered.

The Professional Employee will be provided with a copy of such draft profile for review. If the Professional Employee believes there is an error in their profile, such alleged error must be brought to the attention of the District’s Office, in writing, within five (5) working days of the issuance of the draft profile. The alleged error shall specifically identify what element(s) of the profile is believed to be in error. If the District, with five (5) working days determines an error was made in completion of the draft profile, a new profile will be created and forwarded to the subject Professional Employee. If the District believes no error was made in the draft profile, the Professional Employee shall be notified in writing of this determination within five (5) working days to appeal this decision to the District Superintendent-who shall review the matter, and meet with said Professional Employee-to make a final decision on the issue of the appeal.

Subsequent to the review of any matters raised by Professional Employees regarding the draft profiles, a final profile for each employee will be developed and ranking will commence.

Ranking will occur from the highest number of points to the lowest number of points.

The reductions in force will then commence associated with the lowest number of points until the total number of necessary reductions (in the given area of reduction – i.e. department, program, etc.) has been met.

Professional Employees currently on Leave of Absence at the time this process is ongoing will be notified of the draft and final profiles based upon their last year of active employment with the District. Such notifications will occur through the District Office.

- (f) If through utilization of the point system there is a tie between two (2) or more parties who are subjected to possible reduction consideration the decision as to which employee(s) will be subject to the reduction in force shall be based on employee seniority in months of total professional service with the District.

If a tie remains, a determination will be made by a flip of a coin (2 individuals tied) or a random selection of name(s) (if more than 2 individuals are tied). The affected Professional Employees involved in such tie determination will be invited to be present for the applicable event.

- (g) If the Board considers reduction/elimination/non-renewal of the contract of a Professional Employee as part of the reduction in force, it shall authorize the Superintendent to notify the Professional Employee, in writing, via certified mail or hand delivery that the reduction/elimination/non-renewal of the Professional Employee's contract is under consideration. The District will make all best efforts to notify Professional Employees who are subjected to Reduction in Force at the earliest possible opportunity, with a goal of no later than May 30<sup>th</sup>. The Superintendent shall also provide all appropriate notifications regarding any process due under District Policy and/or applicable state laws. All release shall be done in conformance with the Idaho Code.

- (h) Professional Employees who are subjected to the reduction and do not receive a Teaching Contract with the District for the next ensuing school year may be eligible for retention in a non-certified support staff position in accordance with their qualifications provided that there is a vacant position for a non-certificated support staff position. Such Professional Employees will be placed no higher than the applicable wage of the range of the job classification, depending upon the individual's training and qualification. Such placement shall not count towards Professional Employment with the District for the purpose of contract status or renewability of contract status as a Professional Employee. Such employment shall solely be considered that of a classified/non-certificated employee and not as a Professional Employee.

Professional Employees who are subjected to the reduction and do not receive a Teaching contract with the District for the next ensuing may be eligible for consideration for substitute assignments at the current substitute daily rate of pay and shall be on substitute status rather than Professional Employee status and will be employed in accordance with School District Regulation (Assignments: Substitute Teachers) and Policy (Employment of Substitutes and Part Time Employees).

Any renewable contract employee laid off pursuant to this Reduction in Force will have recall rights for one (1) calendar year from the effective date of the layoff. Such recall rights or opportunities will occur in the reverse order of the layoff. When the District determines that a position is available for which an individual is qualified, the District will attempt to contact the former employee for a period of seven (7) calendar days by person and certified mail.



The employee will have ten (10) calendar days after being contacted to accept or reject, in writing, the contract offer. If the District is unsuccessful in contacting the employee during the seven (7) calendar days, or if the employee rejects the contract offer, the employee forfeits any future recall rights and the District will offer the position to the next qualified person on the recall roster. It will be the responsibility of each former employee of the recall roster to provide a current mailing address, place of residence, and telephone number, or other means by which to contact the former employee.

The recalled employee will return with no loss of prior service credit placement on the current salary schedule. Any employee who has been recalled is entitled to credit on the salary schedule for any contracts and/or teaching experience with an accredited institution gained during the layoff and for additional college course-work completed.

Each teacher placed on leave of absence as aforementioned shall be reinstated in reverse order to reduction for new positions opening for which the teacher is certified and qualified.

Teachers with less than full time contracts shall be given the same consideration as teachers with full time contracts.

#### 4. Seniority Listing

Solely for informational purposes, on or before November 1, 2017, the District shall create a Seniority List of Professional Employees with the District. A copy such Seniority List will be forwarded to the Association's President.

Should any Professional Employee have any objection to their individual placement on the Seniority Listing, such shall be brought to the attention of the Association President, in writing, within a period of twenty-one (21) working days. At the conclusion of the twenty-one (21) working days, the Association President shall take all received challenges, if any, to the District's Office for review and consideration of edits. A final Seniority Listing shall be developed subsequent to any corrections to the original Seniority Listing.

From the date of finalization of the Seniority Listing completed through the process detailed herein, any subsequent additions or modifications to the Seniority Listing associated with personnel changes at the District shall be the responsibility of the Association. If the Association desires to re-issue a Seniority Listing or maintain a Seniority Listing in subsequent months or years is solely a determination to be made by the Association.

Solely for the purposes of this Listing, Date of Employment shall be defined as the first day, the Professional Employee reported to work for pay in a Certificated Position with the District.

Solely for the purposes of this Listing, Districtwide Seniority shall be defined as the length of continuous service with the District in any Certificated Position (administrative or teaching). A District-approved Leave of Absence does not exceed one (1) school year.

## ARTICLE VII - EFFECT AND DURATION

- a. Agreement Modification – During the term of this Agreement, this Agreement shall not be modified in whole or in part except by mutual agreement of the parties to this Agreement or unless otherwise modified by act of a court, law or the Idaho Legislature.
- b. Savings Clause: All items in this Agreement are presumed to be legal and valid. If any specific item of this Agreement shall be ruled invalid by a court of law or a government agency or is deemed to be a subject matter no longer able to be addressed in a Negotiated Agreement, the Board and the Marsing Education Association shall enter into negotiations within fifteen (15) days to agree on a successor clause for the invalidated article if such subject matter continues to be a permitted subject matter for a Negotiated Agreement.
- c. Duration: The provisions of this Agreement, as determined by statute, shall be for a single calendar year with an effective date of July 1<sup>st</sup> through June 30 unless otherwise agreed for a non-rolling two (2) year duration.

**MASTER CONTRACT ACCEPTANCE**

The signatures affixed to this agreement indicate ratification by the Board and Marsing Education Association.

\_\_\_\_\_  
Co-President, Marsing Education  
Association

\_\_\_\_\_  
Chairman, Board of Trustees  
Marsing School District No. 363

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Co-President, Marsing Education  
Association

Date: \_\_\_\_\_