

MASTER AGREEMENT
BOARD OF EDUCATION
RAPID RIVER PUBLIC SCHOOLS
and
RAPID RIVER EDUCATION ASSOCIATION
2004 - 2005
2005 - 2006
2006 - 2007

TABLE OF CONTENTS

Section 1	Recognition	2
Section 2	Rights and Responsibilities	3
Section 3	Teacher's Rights and Responsibilities	4
Section 4	Board's Rights	4
Section 5	Site Based Decision Making	6
Section 6	Professional Compensation	6
Section 7	Teaching Hours	7
Section 8	Teaching Loads and Assignments	8
Section 9	Part-Time Teachers	9
Section 10	Teaching Conditions	9
Section 11	School Closing Language	11
Section 12	Vacancies and Promotions	12
Section 13	Reduction of Staff	12
Section 14	Teacher Evaluation	15
Section 15	Classroom Visitation	16
Section 16	Mentor Teacher	17
Section 17	Protection of Teachers	18
Section 18	Grievance Procedure and Arbitration	19
Section 19	Sick Leave	22
Section 20	Personal Leave	23
Section 21	Miscellaneous Paid Leaves of Absence	24
Section 22	Unpaid Leaves of Absence	25
Section 23	Family Medical Leave Act of 1993	25
Section 24	Conference Leave	26
Section 25	Association Leave	27
Section 26	Retirement Incentive Payment	28
Section 27	Early Retirement	29
Section 28	Negotiation Procedures	30
Section 29	Miscellaneous Provisions	31
Section 30	Duration of Agreement/Signature Page	34
	Schedule "A" - Salary Schedule/Benefits - 2004/2005	35 - 36
	Schedule "A" - Salary Schedule/Benefits - 2005/2006	37 - 38
	Schedule "A" - Salary Schedule/Benefits - 2006/2007	39 - 40
	Schedule "B" - Extra Duty Schedule	41
	Schedule "B" - Coaching Schedule	44
	Schedule "B" - Compensation Information	45
	Music Schedule/Addendum	45 - 46
	Letter of Understanding and ITV Addendum	Final 6 pages

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

MASTER AGREEMENT

1 This agreement entered into this th day of October, 2004, by and between the Board of Education of the Rapid
2 River School District, hereinafter called the "Board" and the Rapid River Education Association/Upper Peninsula Education
3 Association/Michigan Education Association (RREA/UPEA/MEA), hereinafter called the "Association".

WITNESSETH

4
5 WHEREAS, the Board and the Association recognize and declare that providing a quality education for the
6 children of Rapid River is their mutual aim and that the character of such education depends predominantly upon the quality
7 and morals of the teaching service, and

8 WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating programs
9 designed to improve educational standards, and

10 WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to
11 bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and
12 conditions of employment, and

13 WHEREAS, the parties, following extended and deliberate professional negotiations have reached certain
14 understandings which they desire to memorialize,

15 In consideration of the following mutual covenants, it is hereby agreed as follows:
16

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

SECTION 1

RECOGNITION

1
2
3 1. The Board hereby recognizes the Association (RREA/UPEA/MEA) as the exclusive bargaining representative,
4 as defined in Section II of Act 379, Public Acts of 1965, as amended, for all professionally certified personnel
5 including, but not limited to part-time, probationary, and tenured classroom teachers, special education teachers,
6 speech therapists, and librarians employed by the Board whether or not assigned to a public school building, but
7 excluding executive personnel, supervisors, custodial, office and clerical employees, bus drivers, cooks, teachers'
8 aides, library assistants, substitutes, and all other non-certified, non-professional employees.

9 2. The Board agrees not to negotiate with any teachers organization other than the Association for the duration of
10 the Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting
11 a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not
12 inconsistent with the terms of the Agreement, provided that the Association has been given opportunity to be
13 present at such adjustment.

14 3. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board
15 an assignment authorizing deduction of membership dues or assessments of the United Profession (including the
16 National Education Association and the Michigan Education Association and local dues) upon such conditions
17 as the Association shall establish. Such sums shall be deducted as dues from the regular salaries of all teachers
18 and remitted not less frequently than monthly to the Association.

19 It is recognized that because of religious conviction or otherwise, some teachers object to joining any organization
20 engaged in collective bargaining. At the same time, it is recognized that the proper negotiation and administration
21 of collective bargaining agreements entail expense of such agreements. To this end, within thirty (30) days from
22 the commencement of their employment, all teachers who do not join the Association shall pay a representation
23 fee which is equivalent to the United Profession dues and assessments. Persons paying the representation fee may

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 do so by signing an assignment authorizing payroll deductions for said fee.

2 For part-time teachers, they shall be responsible for union dues according to the MEA and local dues schedules.

3 4. Save Harmless Clause. The Association agrees to indemnify the Board and each individual board member for any
4 costs or damages which may be assessed against the Board as the result of said suit or action resulting from this
5 agency shop agreement, subject, however, to the following

6 a. The Association will not enforce this provision discriminately against any teacher by virtue of
7 membership or activities with the Association. Such discrimination is illegal.

8 b. The Association shall assume the sole defense of this agency shop agreement and choose the legal counsel
9 to defend this shop agreement.

10 c. The Association shall have the right to compromise or settle any claim made against the Board under this
11 section.

12
13 SECTION 2

14 RIGHTS AND RESPONSIBILITIES

15 1. The Association and Board accept as their first responsibility the provision of a high quality and continuous
16 educational program for children appropriate to their individual needs and interests in a viable democratic society.
17 Free and open discussion and consultation as a means to achieve this end between the Association and the Board
18 is encouraged.

19
20
21 SECTION 3

22 TEACHERS' RIGHTS AND RESPONSIBILITIES

23 1. The teacher accepts responsibility to strive for excellence in teaching, and to take advantage of opportunities for

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 continually improving his teaching skills and his relationships with children resources made available at or through
2 the school.

3 2. Nothing in this Agreement shall be construed to deny or restrict a teacher's rights under the Michigan General
4 School Laws or applicable civil laws or the Michigan Tenure Law or Public Act 379 of 1965, as amended. The
5 rights granted in this Agreement are deemed to be in addition to those provided elsewhere.

6 3. The Local Association and its members shall have the right to use school building facilities at all reasonable hours
7 for meetings subject to Board control, providing that they pay a custodial and maintenance fee for larger than local
8 groups. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the
9 Association either on or off school premises. Bulletin boards and other established media of communication shall
10 be made available to the Association and its members at the expense of the Association. A sign-out log will be
11 provided in the Superintendent's office for the Association president to sign out dittos, reams of paper, etc., to be
12 used for any and all communications to the Association. Use of the teacher bulletin boards will be restricted in
13 that no notices or calls for strikes or any other illegal activity shall be posted thereon.

14
15 SECTION 4

16 BOARDS RIGHTS

17 1. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself,
18 without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the
19 laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the
20 generality of the foregoing, the right:

21 a. To the executive management and administrative control of the school system and its properties
22 and facilities, and the activities of its employees in and around the school area during the school
23 day.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

- 1 b. To hire all employees and subject to the provisions of law, to determine their professional
2 qualifications, and the conditions for their continued employment, or their dismissal or demotion;
3 and to promote and transfer all such employees.
- 4 c. To establish grades and courses of instruction, including special programs, and to provide for
5 athletic, recreational and social events for students, all as deemed necessary or advisable by the
6 Board.
- 7 d. To decide upon the means and methods of instruction, the selection of textbooks and other
8 teaching materials, and the use of teaching aids of every kind and nature.
- 9 e. To determine class schedules, and the duties, responsibilities and assignments of teachers.
- 10 f. To establish, change, combine or discontinue departments.
- 11 2. The exercise of its powers, rights, and authority, duties and responsibilities by the Board, the adoption of policies,
12 rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection
13 therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such
14 specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and
15 the Constitution and laws of the United States.
- 16 3. The Board specifically reserves the right of free communication with any and all of its employees for the purpose
17 of evaluating the functions and accomplishment of the school system.

SECTION 5

SITE BASED DECISION MAKING

- 22 1. All decision making plans utilized in the district will be negotiated in accordance with the terms of this agreement.
- 23 2. No component of this process can in any way modify the current contract unless mutually agreed to by both

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 parties. Members participating in these programs cannot engage in activities that modify any provision of the
2 current agreement without the approval of the Association.

3 3. Participation or non-participation in these programs shall not be used as a criteria for teacher evaluation.

4 Participation in these plans shall be voluntary.

5 4. If the program involves school staff or building representation by teachers, the representatives shall be selected
6 by non-management staff.

7 5. No information developed by any joint committee shall be used against a bargaining unit member.

8 6. In the event conflict develops between the staff and administration or within individual buildings, these conflicts
9 will be resolved to the satisfaction of both parties before any decisions are implemented.

10
11 SECTION 6

12 PROFESSIONAL COMPENSATION

13 1. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and
14 incorporated in this Agreement. Such salary schedule shall remain in effect for the duration of this Agreement.

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

- 1
- 2 2. Schools will be closed on New Year’s Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, and
- 3 Christmas Day.
- 4 3. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the
- 5 Board as outlined in Section 28 shall be released from regular duties without loss of salary, personal or sick leave
- 6 days.
- 7 4. A teacher may designate his biweekly paychecks be issued in 20 payments, 26 payments throughout the calendar
- 8 year, or 20 payments with a lump sum included in the 20th scheduled payment of the school year. Current
- 9 employees will designate payment method for the following school year at the close of the current school year,
- 10 with the option of one (1) change prior to August 1st of that year. Payment method will remain the same during
- 11 that contractual year.
- 12 5. When a payday falls on a day listed under #2 above, a teacher will receive pay for that period on the day prior.
- 13

SECTION 7

TEACHING HOURS

- 16 1. The teacher's normal teaching hours in the school shall be as follows:
- 17 a. 7:50 a.m. to 3:05 p.m.
- 18 Teachers are to be in the classroom 10 minutes prior to class unless attending a meeting and may leave
- 19 at 3:05 p.m or after the buses depart.

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

1 The parties will confer from time to time for the purpose of improving the selection and use of such educational
2 tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and
3 the Association. The Board agrees at all times to keep the school reasonably and properly equipped and
4 maintained. It is understood that the ultimate decision with respect to the subject of this paragraph is the exclusive
5 prerogative of the Board of Education and that these matters are not subject to grievance and arbitration.

6 3. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

7 4. The Board shall make available in each school adequate restroom and lavatory facilities exclusively for teacher
8 use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

9 5. Telephone facilities shall be made available to teachers in each teachers' lounge for their reasonable use. Long
10 distance calls are to be made at the teachers' expense.

11 6. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or
12 political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with
13 respect to the professional employment of such teacher. The private and personal life of any teacher is not within
14 the appropriate concern or attention of the Board.

15 7. The provisions of the agreement and the wages, hours, terms and conditions of employment shall be applied
16 without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or
17 association with the activities of any employee organization. The Board and the Association pledge themselves
18 to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex,
19 color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

20 8. Suggestions will be given by one designated representative of the Association (non-voting) on the school calendar.
21 The board recognizes the importance of professional development, and will strive to include professional
22 development time within the approved calendar. Scheduled professional development will be accomplished in
23 accordance with State regulations, available planning resources / instructors, and fiscal constraints.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

- 1 9. If a teacher is required to drive a personal car to transport students, he shall be adequately covered by insurance
2 provided by the Board.
3

4 SECTION 11

5 SCHOOL CLOSING LANGUAGE

- 6 1. In the event days of school closing due to unforeseen conditions may not lawfully be counted to arrive at the
7 annual instructional minimum required by law to qualify the Rapid River School District for full state aid, the
8 Rapid River Education Association U.P.E.A. shall negotiate a provision for the number and length of instructional
9 days to be rescheduled.
- 10 2. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when
11 pupil instruction is not provided due to conditions not within the control of school authorities, such as severe
12 storms, fires, epidemics, or health conditions, it is agreed that the following school closing provisions shall become
13 immediately effective.
- 14 3. When conditions not within the control of school authorities such as severe storms, fires, epidemics or health
15 conditions, or an employer directive results in the closing of a school or other facility of the employer, bargaining
16 unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under
17 the foregoing circumstances shall not be rescheduled.
18

19 SECTION 12

20 VACANCIES AND PROMOTIONS

- 21 1. Whenever vacancies occur, the superintendent shall promptly notify the president of the Association seven days
22 before the position is posted outside the District. A vacancy shall be defined as a newly created position, one
23 caused by termination, retirement, resignation, death, or a board approved leave of absence.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 Whenever vacancies occur during the normal summer months when regular school is not in session, all teachers
2 shall be notified of the vacancy in writing by the administration.

- 3 2. Any teacher may apply for a vacancy. In filling such vacancy, the Board through its administrator, agrees to give
4 due weight to the professional background and attainments of all applicants, the length of time each has been in
5 the school system of the district, and other relevant factors. An applicant with less service in the system shall not
6 be awarded such position unless his qualifications therefore shall be superior to applicants with greater service.
7 The Board declares its support of a policy of promoting from within its own teaching staff, but is not prohibited
8 from hiring or promoting from outside the district, including promotions to supervisory and executive levels.
9 "Service" in the system, for purposes of this agreement, shall mean continuous employment in the district,
10 including substitute service concurrent with unit member status, irrespective of tenure status, but shall exclude all
11 periods when the teacher was on unpaid leave of absence except for FMLA.
- 12 3. In the event of a reduction in force the district will abide by the condition specified in the Michigan Tenure Act.

SECTION 13

REDUCTION OF STAFF

- 15 1. In the event that the Board decides to reduce the number of employees through lay-off of employment, or to reduce
16 the number of teachers in a given subject area, field or program, or eliminate or consolidate a position or positions,
17 the Board shall lay off last those teachers with provisional or permanent or life teaching certificates having the
18 longest service in the district and who are qualified to teach the positions remaining. Qualified teachers are those
19 who meet the certification requirements prescribed in the Michigan Teacher Certification Code of 1967 as revised.
20 After the Board of Education has determined curriculum, and teacher qualifications and experience are equal,
21 seniority will prevail. Then the Board shall have the right to determine who is to be laid off, provided, however,
22 such action shall not be contrary to the priorities established under the Tenure Act. The Board shall give seven
23 (7) or more calendar days notice of such lay-off to the Association and to the employee involved.

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

1 2. Lay-offs pursuant to this section shall terminate the individual employment contract to all non-tenure teachers so
2 discharged and shall suspend for the duration of the lay-off, the Board's obligation to pay salary or fringe benefits
3 to any tenure teacher so discharged, under the teacher's individual employment contract or under this collective
4 bargaining agreement.

5 3. Tenure teachers shall be recalled in the opposite manner as described in paragraph 1 for lay-off.

6 4. The Board shall give written notice of re-call from lay-off by sending a registered or certified letter to said teacher
7 at his last known address. It shall be the responsibility of the teacher to notify the Board of any change of address.
8 The teacher's address as it appears in the Board's records shall be conclusive when used in connection with lay-
9 offs, recalls, or any other notice to the teacher. If a teacher fails to report for work within five (5) working days
10 from the date of receipt of the letter of recall or thirty (30) days after mailing of recall, unless an extension is
11 granted in writing by the Board, said teacher shall be considered a voluntary quit and shall thereby completely
12 terminate his individual employment contract.

13 5. No later than thirty (30) days following the ratification of this Agreement and by October 1 each year thereafter,
14 the employer shall prepare and post in every building of the district a Seniority List. Bargaining unit members
15 shall have a thirty (30) day period to meet with the administration concerning changes or adjustments on the
16 Seniority List and/or their placement on the list. Thereafter, the list shall be final and conclusive for that school
17 year.

18 Seniority shall be defined as total years of service to the Rapid River School District in positions that require
19 teacher certification. Every employee who completes one complete year as a full time employee shall be granted
20 a total of six (6) points for the year. An employee who works less than full time shall be granted a pro rata number
21 of points based on the number of hours worked, i.e. a one-half time teacher shall be granted three (3) points for
22 the year. Seniority points will be determined by the number of full time equivalent days taught divided by 180,
23 multiplied by 6, and rounded to the nearest first decimal point. An employee on an involuntary leave of absence,

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

1 n e
2 placeme
3 nt on the
4 Seniorit
5 y List.
6 Bargain
7 ing unit
8 member
9 s s o
10 affected
11 will be
12 notified
13 i n
14 writing
15 of the
16 t i m e ,
17 date and
18 place of
19 t h e
20 drawing.
21 T h e
22 drawing
23 shall be

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 conduct
2 e d
3 openly
4 and at a
5 time and
6 p l a c e
7 that will
8 reasona
9 b l y
10 a l l o w
11 affected
12 bargaini
13 ng unit
14 member
15 s to be
16 i n
17 attendan
18 ce.

19 In the event a bargaining unit member attains a number of years of seniority to qualify him/her to move
20 on the list or to enter a group for which a drawing has been held, that bargaining unit member shall automatically
21 be added to the bottom of the group for that year on the list.

- 22 6. All seniority in the bargaining unit shall be lost when employment is severed by resignation, retirement, or
23 discharge for just cause.

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

- 1 7. Administrators shall not accrue seniority in the bargaining unit, but shall be entitled to reinstatement of seniority
2 for bargaining unit positions which were held prior to becoming an administrator, if they are returned to active
3 membership in the bargaining unit and their employment in the district has been continuous.
- 4 8. Recalled employees shall have all sick leave benefits, experience level on the salary schedule, and other applicable
5 fringe benefits reinstated upon recall.
- 6 9. Seniority shall continue to accrue for all those bargaining unit members on military leave, Association leave, or
7 any paid leave of absence. Any employee on leave of absence or layoff from the district, even if seniority does
8 not accrue on that leave, shall retain their seniority and be subject to recall for a period of three (3) years.
- 9 10. It shall be the policy of the district to provide fringe benefits, including health care during summer months for
10 employees employed.

SECTION 14

TEACHER EVALUATION

- 14 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full
15 knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems,
16 and similar devices shall be strictly prohibited.
- 17 2. A teacher shall at all times be entitled to have present a representative of the Association when he is being
18 reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance.
19 Representation shall be provided by the Association in a timely manner.
- 20 3. No teacher shall be disciplined, reprimanded, reduced in rank of compensation or deprived of any professional
21 advantage without just cause. Violations of this Master Agreement concerning teacher discipline shall be
22 subjected to the professional grievance procedure in Section 18.
- 23

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

- 1 4. Each teacher shall have the right, upon request to the proper administrative authority, to review the contents of his
2 own personnel file pertaining to his work while employed in this school system. Said teacher may also request
3 a representative of the Association to accompany the teacher in such review. Complaints will only be placed in
4 an employee's file following an investigation by the administration with just cause. Release of any information
5 will only be made under the requirements of the Freedom of Information Act.
- 6 5. Probationary teachers shall be observed once per semester. Such observations shall be based upon a minimum
7 of 30 minutes each. Tenured teachers may be evaluated at any time but must be evaluated at least every other year.
8 Evaluations shall be done by the Superintendent, Principal, or other qualified designee of the Superintendent. Such
9 evaluation shall be based on instructional content and strategy. Non-instructional or non-school related matters
10 shall not be a part of the instructor's evaluation.
- 11 6. The minimum evaluation for non-tenured teachers (as previously stated in this Article) shall be completed at least
12 45 calendar days prior to the end of the school year.
- 13 7. Teacher evaluations will follow all provisions of the Teacher's Tenure Act.
- 14 8. Representatives of the Association and Administration will meet to develop an evaluation form which meets or
15 exceeds the requirements of the Tenure Act. Once agreed upon, it will remain in place unless changes are mutually
16 agreed upon by both the Association and the Administration.

SECTION 15

CLASSROOM VISITATION

- 17
- 18
- 19
- 20 1. All requests to visit classrooms must be directed to the appropriate building principal. All persons requesting such
21 visitations must complete the "Request for Classroom Visitation" form.
- 22 2. The principal will discuss the request with the appropriate teacher(s). After an evaluation of the reasons for the
23 request and after consultation with the appropriate teacher(s) the principal will render a decision on said request.

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

1 The principal will mail a copy of the request form to the applicant and provide the teacher with a copy. He/she
2 will have either approved or not approved the request.

3 3. Should the applicant feel that the decision is inappropriate he/she may discuss the matter with the Superintendent.

4 4. No classroom visitations shall take place unless the appropriate request for such visit has been completed. It
5 should be noted that this policy applies to parents and citizens and does not apply to
6 school administration, university officials or other appropriate professional personnel.

7
8
9
10 SECTION 16

11 MENTOR TEACHER

12 1. A “mentor teacher” shall be assigned to every probationary teacher upon entrance of the teacher into the
13 system. The “mentor teacher”, insofar as possible, shall be a tenure teacher with a minimum of five (5) years
14 teaching experience and shall be engaged in teaching within the same grade, building, or teaching area as
15 the probationary teacher. It shall be the duty of the teaching mentor to assist and counsel the probationary
16 teacher in acclimating to the teaching profession and the school system.

17 2. Participation as a mentor teacher shall be voluntary. The mentor shall be assigned by the Administration with
18 the approval of the Association. The “mentor teacher” assignment shall be for one year. The appointment
19 may be renewed in succeeding years.

20 3. Upon notification to the Association and Administration of a severe personality conflict between the mentor
21 and mentee, a replacement mentor will be found.

22
23 SECTION 17

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

PROTECTION OF TEACHERS

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
1. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes the responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume responsibilities outside their normal duties described in the Board adopted job description for the classroom teacher. Whenever it appears to the Board that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physician, or other professional persons, the Board will take reasonable steps to meet the needs of that student and teacher in accordance with P.L. 105-17 (1997 IDEA Reauthorized).
 2. Any case of assault upon a teacher shall be reported within 24 hours to the Administration and in writing within three (3) days. In the event of such an assault, the teacher involved may request assistance of the Board in such matters. These requests shall be made in writing to the Superintendent. If any teacher is complained against or sued by reason of disciplinary action in line with Board policy taken by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.

Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Workman's Compensation Laws, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
 3. Any complaints by parents or students directed toward a teacher shall follow the compliant procedure as outlined in Board Policy 9130.

SECTION 18

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

GRIEVANCE PROCEDURE AND ARBITRATION

1
2 Section I A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.

3 If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such
4 grievance shall be submitted to the following grievance and arbitration procedures. An individual employee may
5 present a grievance to the board or its designated representative without the intervention of the Association or its
6 representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

7 Section II - Step One If the grievance is not resolved in discussion with the building principal, the
8 grievance shall be reduced to writing by the aggrieved person and submitted to the building principal. The written
9 grievance must be submitted to the building principal within five (5) working days from the time of the discussion
10 between the aggrieved person and the building principal.

11 No grievance shall be processed unless it is presented at Step One within five (5) working days of its
12 occurrence.

13 Section III - Step Two If the grievance is not resolved in Step One, the employee may, within five (5)
14 working days of receipt of principal's answer, submit to superintendent a signed, written "Statement of Grievance."
15 A copy shall be given to the principal involved at the same time. The "Statement of Grievance" shall identify all
16 the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the
17 employee and of the Association with respect to these provisions, shall indicate the relief requested and shall be
18 signed by the employee involved.

19 Within five (5) working days of receipt of the grievance, the Superintendent shall meet with the Association
20 in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the
21
22 grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the
23 Association.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 Section IV - Step Three If the Association is not satisfied with the disposition of the grievance, or if no
2 disposition has been made within five (5) working days of such meeting or ten (10) working days from the date of
3 filing, whichever shall be later, the grievance shall be transmitted to the Board of Education. Within ten (10)
4 working days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate
5 his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy
6 thereof to the Association.

7 Section V - Step Four If a satisfactory disposition of the grievance is not made as a result of the meeting
8 provided for in the previous step, either the Board or the Association shall have the right to appeal the dispute to
9 an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal
10 must be taken within fifteen (15) working days from the date of the meeting provided for in the previous step.

11 Section VI Time limits may be extended by the Board and the Association in writing; then the new date
12 shall prevail.

13 Section VII - Power of Arbitrator It shall be the function of the Arbitrator, and he shall be empowered
14 except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of
15 the specific articles and sections of this Agreement.

- 16 1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this
17 agreement.
- 18 2. He shall have no power to establish salary scales or change any salary.
- 19 3. He shall have no power to rule on any of the following:
 - 20 a. The termination of services of or failure to reemploy any probationary teacher.
 - 21 b. a. above does not apply to a tenure teacher who might be placed on probation because of
22 annexation or consolidation.
 - 23 c. The termination of services or failure to reemploy any teacher to a position on the extra-curricular

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 schedule.

2 d. Any claim or complaint for which there is another remedial procedure or forum established by law
3 or regulation having the force of law, including any matter subject to the procedures specified in
4 the Teacher's Tenure Act (Act IV Public Acts, extra session of 1937 of Michigan, as amended).

5 4. He shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any
6 such practice, policy, rule or any action taken by the Board. His powers shall be limited to deciding
7 whether the Board has violated the express Articles or Sections of this Agreement.

8 5. He shall have no power to decide any question which, under this Agreement, is within the responsibility
9 of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility
10 of management and shall so construe the Agreement that there
11 will be no interference with such responsibilities, except as they may be specifically conditioned by this
12 Agreement.

13 6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other
14 expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense
15 of witnesses called by the other.

16 7. Claims for back pay. All grievances must be filed in writing within five (5) working days from the time
17 the alleged violation was to have occurred. The Board shall not be required to pay back wages more than
18 two (2) days prior to the date a written grievance is filed.

19 a. All claims for back wages shall be limited to the amount of wages that the employee would
20 otherwise have earned, less any compensation that he may have received from any source during
21 the period of the back pay.

22 b. No decision in any one case shall require a retroactive wage adjustment in any other case.

23 8. Any grievance occurring during the period between the termination date of this Agreement and a new

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 Agreement shall not be processed.
2
3

4 SECTION 19

5 SICK LEAVE

- 6 1. Each teacher in the Rapid River Public Schools will be entitled to fourteen (14) days of sick leave at the
7 start of each school year. The unused portion of sick days may accumulate to 150 days. If the teacher
8 suffers an incapacitating illness or accident, the Board could extend sick leave beyond the employee's
9 presently accumulated sick leave.
- 10 2. Leaves of absence charged to sick leave shall include:
- 11 a. The illness, maternity, or physical disability of the teacher due to accidents or illness.
- 12 b. The illness or physical disability of the teacher's immediate family due to accidents or illness.
13 Immediate family shall be defined to include the employee's spouse, parents, parent-in-law, child,
14 brother, sister, grandchild, grandparent, or IRS qualified dependent living in the household of the
15 employee.
- 16 c. Funeral time beyond three (3) days for death in the immediate family and attendance at
17 funerals of others not in the immediate family.
- 18
19

20 SECTION 20

21 PERSONAL LEAVE

- 22 1. Each bargaining unit member shall be granted two (2) days per year of personal leave. Members may earn
23 additional personal leave days by substituting in another teacher's classroom. For each six (6) hours of

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 substituting, they will be granted one (1) personal leave day. Substituting in another teacher's classroom
2 shall be offered to bargaining unit members on a seniority rotation. A refusal by a bargaining unit member
3 to take such a class shall be considered the same as having taken the class.

4 2. If a teacher does not use all of his/her personal days in any one (1) year, they may carry over three (3) days
5 to the next year. A teacher shall have a maximum of five (5) days in any one year. No more than three
6 (3) days can be used concurrently without approval from the building administrator.

7 3. Personal leave shall be approved during the last two (2) weeks of school at the discretion of the building
8 administrator.

9 4. If personal days are used before and after Thanksgiving, Christmas, Spring Break, and Easter, they will
10 be limited as follows: Three (3) high school and three (3) elementary teachers per day may use personal
11 leave time before or after the said vacations at the discretion of the appropriate administrator. Such days
12 shall be granted on a seniority rotation basis under Association auspices.

13 5. A one (1) week notice is required prior to approval of personal leave. This notice can be waived by the
14 administration if unforeseen circumstances arise.

15 6. If personal days are not used during the year or carried over, the teacher will be paid \$16.50 per hour or
16 the teacher may elect to convert unused personal hour(s) to accumulated sick leave. One (1) day equals
17 six (6) hours.

18 7. Each teacher shall be notified on the first day of school, of their personal day accumulation. This
19 information should include the current year.

20 8. The minimum incremental use for leave or pay shall be one (1) hour.

21 **Court Appearances**

22 A teacher who is a plaintiff or defendant not related to teaching services, before any judicial or
23 administrative tribunal, shall not be compensated, unless personal days are used, for the time missing from normal

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 teaching duties. A teacher's personal leave day may be used for such an absence.

2
3 SECTION 21

4 MISCELLANEOUS PAID LEAVES OF ABSENCE

5 **Witness Leave**

6 A leave of absence with pay, not charged against the teacher's sick or personal leave, will be granted if a
7 teacher is called for court appearances as a witness in any case in which the teacher's connection with the case
8 stems from his/her employment with the Board, provided that the legal action is not instigated by or on behalf of
9 the teacher or Association against the Board. The teacher shall be compensated for the time off, the difference
10 between the teaching pay and the pay received from the performance of such an obligation.

11 **Jury Duty**

12 A teacher called for jury duty before any judicial or administrative tribunal shall be compensated for the
13 time off the difference between the teaching pay and the pay received from the performance of such an obligation.

14 **Bereavement Leave**

15 Up to three (3) days allowance may be used for a death in the immediate family. The immediate family
16 shall include father, mother, spouse, children, grandparents, brothers, sisters, grandchildren, parent-in-law or IRS
17 dependent, or immediate household.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

SECTION 22

UNPAID LEAVES OF ABSENCE

- 1
- 2
- 3 1. An unpaid military leave of absence shall be granted to any teacher who shall be inducted or shall enlist
- 4 for military duty to any branch of the armed forces of the United States. Teachers on military leave shall
- 5 be given the benefit of any increments which would have been credited to them had they remained in active
- 6 service to the school system. Military leave will be limited to one tour of duty with a maximum of four
- 7 years.
- 8 2. An unpaid leave of absence of up to one calendar year may be granted one time during employment to
- 9 an employee who has maintained a minimum of ten (10) continuous years of service to the Rapid River
- 10 School District subject to the following conditions:
- 11 a. At the teacher's discretion, an employee may be granted a leave of absence for the purpose of
- 12 pursuing an alternate career, job, position or pursuit of an additional course(s) outside their field
- 13 of education. Approval is subject to availability of a qualified/certified replacement.
- 14 b. At the teacher's discretion, an employee may be granted a leave of absence to pursue additional
- 15 credit within their specified field of education. The teacher is required to take at least six (6)
- 16 credits per semester during the one year period. Approval is subject to availability of a
- 17 qualified/certified replacement. Application in both a. and b. must be received by the
- 18 Administration prior to May 1 for the ensuing year.
- 19

SECTION 23

FAMILY MEDICAL LEAVE ACT OF 1993

- 20
- 21
- 22 1. Pursuant to the Family and Medical Leave Act of 1993, a teacher who has been employed at least 12
- 23 months and worked at least 1,250 hours during the prior 12 month period (including all full-time

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 teachers) is entitled to 12 work weeks of leave during any 12-month period without pay but with
2 group medical insurance coverage maintained for one or more of the following reasons:

- 3 a) due to the birth of the employee's child in order to care for the child;
- 4 b) due to the placement of a child with the teacher for adoption or foster care;
- 5 c) due to the need to care for the teacher's spouse, child, or parent who has a serious health
6 condition; or
- 7 d) due to a serious health condition that renders the teacher incapable of performing the
8 functions of his or her job.

9 2. A "serious health condition" is defined in the Act as an illness, injury, impairment, or physical or
10 mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care
11 facility or (2) continuing treatment by a health care provider. Other conditions of the FMLA shall
12 apply to leaves under this provision.

13 3. The Board shall have the right to request a physician's statement at the Board's expense that the
14 teacher has made a complete recovery and is able to do the work before returning to the classroom.

15
16 SECTION 24

17 CONFERENCE LEAVE

18 1. A leave of absence without loss of pay or fringe benefits may be granted to bargaining unit members to
19 attend other schools or conferences or conventions which relate to the employee's job and/or job
20 performance.

21 2. The district agrees to reimburse employees taking such leave for the cost of meals and lodging, conference
22 fees, and to pay the employee mileage allowed by the district incurred during such leave. By prior
23 agreement, the employee shall be entitled to ask for and receive an advance for anticipated costs connected

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

1 with attendance at such school, conference or convention. The amount of the advance payment shall be
2 mutually agreed upon and shall cover any conference entrance fees, anticipated meals, lodging and
3 mileage. Final payment shall be made upon presentation of receipts for actual incurred expense.
4

5 SECTION 25

6 ASSOCIATION LEAVE

- 7 1. The Board recognizes the rights of the Association to represent the interests of its members and will
8 allow six (6) Association days per year to accumulate up to twelve (12) which are to be taken at the
9 discretion of the Association President so that members of the bargaining unit may attend workshops,
10 conferences, or other functions of the Association or its affiliates. Such days are to be granted upon
11 the request of the Association President or his designee, provided the request has been given at least
12 three (3) days in advance of taking off such days (s). The Board agrees to pay the salary of the
13 bargaining unit member during the Association day(s) and the Association agrees to reimburse the
14 Board for the substitute cost(s) at the rate then in effect and pay all travel and per diem costs for its
15 Association members.
- 16 2. The District shall provide up to four (4) days per year of release time for elected delegates to state and
17 regional meetings. The Association agrees to reimburse the district for the members release time and
18 the cost of the substitute.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

SECTION 26

RETIREMENT INCENTIVE PAYMENT

1
2
3 1. Upon retirement only from public education with the Rapid River Public Schools, under the Michigan
4 Public Schools Employee Retirement System, employees with sufficient years of active duty service within
5 the Rapid River Public School system shall be eligible to receive a retirement incentive payment based on
6 pay a pro-rated portion of their accumulated sick leave as of the time of retirement (each unused sick leave
7 day paid at a percent of the employee's per diem rate, computed by dividing the employee's annual salary
8 by the number of duty days per year multiplied by the applicable percentage rate), as set forth below:

9	after ten (10) full school)	25% of unused sick leave
10	years of active service)	
11			
12	after fifteen (15) full)	50% of unused sick leave
13	years of active service)	
14			
15	after twenty (20) full)	75% of unused sick leave
16	years of active service)	
17			

18 2. An employee shall be eligible for such retirement incentive payment benefits only upon the express
19 condition that said employee submits to the Office of the Superintendent a written notice of retirement six
20 (6) months prior to the effective date of retirement. The employee must complete, sign, and personally
21 deliver to the office of the Superintendent (on a form supplied by the Superintendent's office) this written
22 notice of retirement and request for the retirement incentive payment.

23 3. The employee may rescind in writing to the Superintendent their request for retirement incentive payment
24 once without loss of benefits. The request to rescind "notice of retirement incentive payment" must be
25 submitted three (3) months prior to their official date of retirement.
26
27

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 4. Should the employee die during the 6 month notice period the retirement incentive payment shall be paid
2 to the designated heir as listed in the teacher's term life insurance policy unless another beneficiary is
3 especially designated by the employee in writing.

4 5. The employee may elect to receive the retirement incentive lump sum payment under this section or early
5 retirement under Section 27. They may not receive both retirement incentive payment and early retirement
6 benefits.

SECTION 27

EARLY RETIREMENT

9 1. The Board will purchase up to five (5) years retirement credit with the Michigan Public School Employee
10 Retirement System provided the employee elects to retire before they complete their full thirty (30) years
11 credit towards retirement. The Board will not purchase retirement years credit beyond thirty (30) years.
12 To be eligible to receive early retirement the employee must have less than thirty (30) years credit towards
13 retirement and submit their notice and request to retire early to the superintendents office six (6) months
14 prior to taking early retirement. The Board will only purchase the year(s) of service credit based upon the
15 employee's annual salary paid from the Rapid River Public Schools. Any portion of the amount to
16 purchase service credit attributed to salary earned outside of the Rapid River Public Schools will be the
17 responsibility of the employee.

18 2. The employee may elect to receive retirement years credit purchased under this section or retirement
19 incentive payment under Section 26. They may not receive both early retirement and retirement incentive
20 payment.

21 3. The employee may rescind their request for early retirement credit once without loss of benefits. This
22 request to rescind the "notice of early retirement" must be submitted three (3) months prior to their official
23 date of retirement.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 be executed without ratification by a majority of the Board of Education and by a majority of the
2 membership of the Association, but the parties mutually pledge that representatives selected by each shall
3 be clothed with all necessary power and authority to make proposals, consider proposals, and make
4 concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- 5 3. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation
6 machinery of the Michigan Employment Relations Commission or take any other lawful measures it may
7 deem appropriate.

8
9 SECTION 29

10 MISCELLANEOUS PROVISIONS

- 11 1. Teachers shall be informed of a telephone number they may call before 6:30 a.m. to report unavailability
12 for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to
13 arrange for a substitute teacher. When substitutes are not available in the high school, teachers having free
14 periods may take the class of the absent teacher at the rate of \$16.50 per period.
- 15 2. The provisions of the Agreement shall be incorporated into and be considered part of the established
16 policies of the Board. The Board reserves unto itself the normal prerogatives of management rights to
17 decisions that do not specifically violate specific Sections of this contract or applicable state laws.
- 18 3. Copies of this Agreement shall be printed at the joint expense of the Board and the Education Association
19 and presented to all teachers now employed or hereafter employed by the Board within thirty (30) days of
20 both parties' ratification of the contract.
- 21 4. If any provisions of this Agreement or any application of the Agreement to any employee or group of
22 employees shall be found contrary to law, then such provisions or application shall not be deemed valid
23 and subsisting except to the extent permitted by law, but all other provisions or applications shall continue

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

1 in full force and effect.

2 5. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed
3 whenever the prior teaching service of the teacher is deemed satisfactory. Full credit will be given through
4 five (5) years for public school experience outside of the system and ½ credit for over five (5) up to ten
5 (10) years, with a full year of half day teaching to be given 1/4 credit over five (5) years. Up to three (3)
6 years of state approved non-public experience will be recognized.

7 6. Increments become effective at the start of each year and advancement under the salary schedule shall be
8 automatic at the start of each semester, following completion of required academic or professional courses.

9 7. Words appearing herein in the masculine, feminine, neuter, singular, and plural shall be read according to
10 their proper gender and number, depending upon the appropriate context in which the words are used.

11 8. A copy of the individual contract to be signed by bargaining unit members shall be attached to the master
12 agreement and will remain unchanged for the duration of the agreement. Employees will continue to
13 receive an individual contract each year of the agreement as required by law which shall state the
14 employee's total compensation for that year and assignment.

15 9. In the event positions not covered by this agreement are instituted by the Board, the parties will open
16 negotiations for the sole purpose of determining compensation and working conditions in that position
17 only. This shall be done before the new position is filled.

18
19 10. A teacher using his own automobile to conduct school business with prior approval of the Superintendent
20 or designee will be reimbursed at the current IRS rate.

21 11. Upon request, the Board shall reimburse tuition payments made for approved credit (credit earned
22 within specified field of education or approval by the Administration) up to \$450 per school year for
23 full time teachers, amount to be prorated by percentage of FTE for part-time teachers. A grade of "B"

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 or better is required.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

SECTION 30

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007. There shall be 182 contractual days for each school year. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

By: _____ By: _____
President RREA President

By: _____ By: _____
Secretary UPEA President

By: _____
MEA Representative

Date Ratified by Board: _____

Date Ratified by RREA: _____

**MASTER AGREEMENT
 RAPID RIVER BOARD OF EDUCATION
 And
 RAPID RIVER EDUCATION ASSOCIATION
 2004/2005, 2005/2006 and 2006/2007**

SCHEDULE "A"

2004/2005 SCHOOL YEAR

			BA	BA+CERT *	BA+36	MA	MA+15
6	STEP 1		\$31,583	\$31,934	\$32,486	\$32,747	\$33,116
7	2	1.04	\$32,843	\$33,208	\$33,782	\$34,054	\$34,437
8	3	1.04	\$34,150	\$34,530	\$35,127	\$35,409	\$35,808
9	4	1.04	\$35,506	\$35,901	\$36,521	\$36,815	\$37,230
10	5	1.04	\$36,912	\$37,322	\$37,967	\$38,273	\$38,704
11	6	1.04	\$38,370	\$38,797	\$39,467	\$39,784	\$40,233
12	7	1.039	\$39,882	\$40,325	\$41,022	\$41,352	\$41,818
13	8	1.039	\$41,449	\$41,910	\$42,634	\$42,977	\$43,461
14	9	1.039	\$43,074	\$43,553	\$44,306	\$44,662	\$45,165
15	10	1.039	\$44,758	\$45,256	\$46,038	\$46,408	\$46,931
16	11	1.039	\$46,504	\$47,021	\$47,833	\$48,218	\$48,761
17	12	1.039	\$48,313	\$48,850	\$49,694	\$50,093	\$50,658
18	13	1.039	\$50,187	\$50,745	\$51,622	\$52,037	\$52,623
19	14	1.039	\$52,130	\$52,709	\$53,620	\$54,051	\$54,660
20	15	1.039	\$54,142	\$54,744	\$55,690	\$56,137	\$56,770
21	L16	550	\$54,692	\$55,294	\$56,240	\$56,687	\$57,320
22	L17	550	\$55,242	\$55,844	\$56,790	\$57,237	\$57,870
23	L25	650	\$55,892	\$56,494	\$57,440	\$57,887	\$58,520

L16 - Starts after Step 15

L17 - Starts after L16

L25 - Starts with the 25th year of service in the Rapid River School District.

Proration based on date of hire.

Credits for horizontal step increases must be pre-approved by the superintendent, graduate level courses within the field of education leading to improved classroom instruction.

*Professional teaching certificate as issued by the Michigan Department of Education.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 A. Each teacher shall have their contribution to Michigan School Employee Retirement System paid by the Board.

2
3 B. Each full time teacher will be provided with either PAK A or PAK B health insurance as defined below:

4
5 PAK A:

6
7 MESSA Choices II (\$5.00 RX co-pay included in Plan).

8
9 Delta Dental Auto Plus 008

10
11 VSP III Vision Insurance

12
13 \$50,000 Term Life AD & D

14
15
16 PAK B:

17
18 Delta Dental Auto Plus 008

19
20 VSP III Vision Insurance

21
22 \$50,000 Term Life AD & D

23
24 The current single subscriber rate of Super Care I for annuities and options. The amount available for each
25 full time employee on PAK B to use for options/annuities will continue to be the Super Care I single subscriber
26 rate during the life of this collective bargaining agreement.

27
28 Insurance benefits for teachers are for the individual contract year, September 1 to August 31. In the event
29 of a member teacher's death, MESSA insurance benefits will continue for the remainder of the individual
30 contract year.

31
32 Benefits paid pursuant to Internal Revenue Code 125.

**MASTER AGREEMENT
 RAPID RIVER BOARD OF EDUCATION
 And
 RAPID RIVER EDUCATION ASSOCIATION
 2004/2005, 2005/2006 and 2006/2007**

SCHEDULE "A"

2005/2006 SCHOOL YEAR

		BA	BA+CERT*	BA+36	MA	MA+15
STEP 1		\$32,215	\$32,573	\$33,136	\$33,402	\$33,778
2	1.04	\$33,500	\$33,873	\$34,458	\$34,735	\$35,126
3	1.04	\$34,834	\$35,221	\$35,830	\$36,117	\$36,524
4	1.04	\$36,217	\$36,619	\$37,252	\$37,551	\$37,974
5	1.04	\$37,651	\$38,069	\$38,727	\$39,038	\$39,477
6	1.04	\$39,138	\$39,573	\$40,257	\$40,580	\$41,037
7	1.039	\$40,680	\$41,132	\$41,843	\$42,179	\$42,654
8	1.039	\$42,279	\$42,749	\$43,487	\$43,837	\$44,330
9	1.039	\$43,936	\$44,424	\$45,192	\$45,555	\$46,068
10	1.039	\$45,654	\$46,161	\$46,959	\$47,336	\$47,869
11	1.039	\$47,434	\$47,962	\$48,791	\$49,182	\$49,736
12	1.039	\$49,280	\$49,827	\$50,689	\$51,095	\$51,671
13	1.039	\$51,192	\$51,761	\$52,655	\$53,078	\$53,675
14	1.039	\$53,173	\$53,764	\$54,693	\$55,132	\$55,753
15	1.039	\$55,225	\$55,839	\$56,804	\$57,260	\$57,905
L16	550	\$55,775	\$56,389	\$57,354	\$57,810	\$58,455
L17	550	\$56,325	\$56,939	\$57,904	\$58,360	\$59,005
L25	650	\$56,975	\$57,589	\$58,554	\$59,010	\$59,655

L16 - Starts after Step 15

L17 - Starts after L16

L25 - Starts with the 25th year of service in the Rapid River School District.

Proration based on date of hire.

Credits for horizontal step increases must be pre-approved by the superintendent, graduate level courses within the field of education leading to improved classroom instruction.

*Professional teaching certificate as issued by the Michigan Department of Education.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 A. Each teacher shall have their contribution to Michigan School Employee Retirement System paid by the
2 Board.

3
4 B. Each full time teacher will be provided with either PAK A or PAK B health insurance as defined below:

5
6 PAK A:

7
8 MESSA Choices II (\$5.00 RX co-pay included in Plan).

9
10 Delta Dental Auto Plus 008

11
12 VSP III Vision Insurance

13
14 \$50,000 Term Life AD & D

15
16
17 PAK B:

18
19 Delta Dental Auto Plus 008

20
21 VSP III Vision Insurance

22
23 \$50,000 Term Life AD & D

24
25 The current single subscriber rate of Super Care I for annuities and options. The amount available for each
26 full time employee on PAK B to use for options/annuities will continue to be the Super Care I single
27 subscriber rate during the life of this collective bargaining agreement.

28
29 Insurance benefits for teachers are for the individual contract year, September 1 to August 31. In the event
30 of a member teacher's death, MESSA insurance benefits will continue for the remainder of the individual
31 contract year.

32
33 Benefits paid pursuant to Internal Revenue Code 125.

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

SCHEDULE "A"

2006/2007

			BA	BA+CERT*	BA+36	MA	MA+15
6	STEP 1		\$32,215	\$32,573	\$33,136	\$33,402	\$33,778
7	2	1.04	\$33,500	\$33,873	\$34,458	\$34,735	\$35,126
8	3	1.04	\$34,834	\$35,221	\$35,830	\$36,117	\$36,524
9	4	1.04	\$36,217	\$36,619	\$37,252	\$37,551	\$37,974
10	5	1.04	\$37,651	\$38,069	\$38,727	\$39,038	\$39,477
11	6	1.04	\$39,138	\$39,573	\$40,257	\$40,580	\$41,037
12	7	1.039	\$40,680	\$41,132	\$41,843	\$42,179	\$42,654
13	8	1.039	\$42,279	\$42,749	\$43,487	\$43,837	\$44,330
14	9	1.039	\$43,936	\$44,424	\$45,192	\$45,555	\$46,068
15	10	1.039	\$45,654	\$46,161	\$46,959	\$47,336	\$47,869
16	11	1.039	\$47,434	\$47,962	\$48,791	\$49,182	\$49,736
17	12	1.039	\$49,280	\$49,827	\$50,689	\$51,095	\$51,671
18	13	1.039	\$51,192	\$51,761	\$52,655	\$53,078	\$53,675
19	14	1.039	\$53,173	\$53,764	\$54,693	\$55,132	\$55,753
20	15	1.039	\$55,225	\$55,839	\$56,804	\$57,260	\$57,905
21	L16	550	\$55,775	\$56,389	\$57,354	\$57,810	\$58,455
22	L17	550	\$56,325	\$56,939	\$57,904	\$58,360	\$59,005
23	L25	650	\$56,975	\$57,589	\$58,554	\$59,010	\$59,655

L16 - Starts after Step 15

L17 - Starts after L16

L25 - Starts with the 25th year of service in the Rapid River School District.

Proration based on date of hire.

Credits for horizontal step increases must be pre-approved by the superintendent, graduate level courses within the field of education leading to improved classroom instruction.

*Professional teaching certificate as issued by the Michigan Department of Education.

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

1 A. Each teacher shall have their contribution to Michigan School Employee Retirement System paid by the
2 Board.

3
4 B. Each full time teacher will be provided with either PAK A or PAK B health insurance as defined below:

5
6 PAK A:

7
8 MESSA Choices II (\$5.00 RX co-pay included in Plan).

9
10 Delta Dental Auto Plus 008

11
12 VSP III Vision Insurance

13
14 \$50,000 Term Life AD & D

15
16
17 PAK B:

18
19 Delta Dental Auto Plus 008

20
21 VSP III Vision Insurance

22
23 \$50,000 Term Life AD & D

24
25 The current single subscriber rate of Super Care I for annuities and options. The amount available for each
26 full time employee on PAK B to use for options/annuities will continue to be the Super Care I single
27 subscriber rate during the life of this collective bargaining agreement.

28
29 Insurance benefits for teachers are for the individual contract year, September 1 to August 31. In the event
30 of a member teacher's death, MESSA insurance benefits will continue for the remainder of the individual
31 contract year.

32
33 Benefits paid pursuant to Internal Revenue Code 125.

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

SCHEDULE "B"

EXTRA DUTY SCHEDULE

1
2
3
4
5
6 Freshman / Sophomore Class Advisor:

7
8 Year #1 - 1% of Step 1
9 Year #2 - 1% of Step 2
10 Year #3 - 1% of Step 3
11 Year #4 - 1% of Step 4
12 Year #5 - 1% of Step 5
13

14
15 Junior Class Advisor:

16
17 Year #1 - 2% of Step 1
18 Year #2 - 2% of Step 2
19 Year #3 - 2% of Step 3
20 Year #4 - 2% of Step 4
21 Year #5 - 2% of Step 5
22

23
24 Senior Class Advisor:

25
26 Year #1 - 3% of Step 1
27 Year #2 - 3% of Step 2
28 Year #3 - 3% of Step 3
29 Year #4 - 3% of Step 4
30 Year #5 - 3% of Step 5
31

32
33 Jv/Varsity Cheerleading Advisor:

34
35 Football: Yr # 1 - 5% of Step 1
36 Yr # 2 - 5% of Step 2
37 Yr # 3 - 5% of Step 3
38 Yr # 4 - 5% of Step 4
39 Yr # 5 - 5% of Step 5
40

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

1 JV/Varsity Cheerleading Advisor continued:
2

3 Basketball: Yr # 1 - 5% of Step 1
4 Yr # 2 - 5% of Step 2
5 Yr # 3 - 5% of Step 3
6 Yr # 4 - 5% of Step 4
7 Yr # 5 - 5% of Step 5
8

9 Jr High Cheerleading Adv: Yr # 1 - 2.5% of Step 1
10 Yr # 2 - 2.5% of Step 2
11 Yr # 3 - 2.5% of Step 3
12 Yr # 4 - 2.5% of Step 4
13 Yr # 5 - 2.5% of Step 5
14

15 National Honor Society Advisor:

16 Year #1 - 1.5% of Step 1
17 Year #2 - 1.5% of Step 2
18 Year #3 - 1.5% of Step 3
19 Year #4 - 1.5% of Step 4
20 Year #5 - 1.5% of Step 5
21
22

23
24 Student Council Advisor:

25 Year #1 - 4% of Step 1
26 Year #2 - 4% of Step 2
27 Year #3 - 4% of Step 3
28 Year #4 - 4% of Step 4
29 Year #5 - 4% of Step 5
30
31

32
33 Year Book Advisor:

34 Year #1 - 5% of Step 1
35 Year #2 - 5% of Step 2
36 Year #3 - 5% of Step 3
37 Year #4 - 5% of Step 4
38 Year #5 - 5% of Step 5
39
40
41
42

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1 Driver Education:

	<u>2004/2005</u>	<u>2005/2006</u>	<u>2006/2007</u>
2 Classroom	\$35.33/hr	\$36.03/hr	\$36.03/hr
3 Driving Time	\$23.54/hr	\$24.01/hr	\$24.01/hr

4
5
6 Future hourly rates will increase by the same percent as BA Step #1.

7
8
9 Play Director - one 3-Act Play or two 1-Act Plays:

- 10
11 Year #1 - 3% of Step 1
12 Year #2 - 3% of Step 2
13 Year #3 - 3% of Step 3
14 Year #4 - 3% of Step 4
15 Year #5 and Over - 3% of Step 5

16
17 Saturday School Teachers:

	<u>2004/2005</u>	<u>2005/2006</u>	<u>2006/2007</u>
18	\$20.27/hr	\$20.68/hr	\$20.68/hr

19
20
21 Lunch Room Aides:

	<u>2004/2005</u>	<u>2005/2006</u>	<u>2006/2007</u>
22	\$10.14/lunch	\$10.34/lunch	\$10.34/lunch

23
24
25 Future hourly rates will increase by the same percent as BA Step #1.

26
27
28 Each of the following advisor positions are paid as indicated below:

- 29 Jr High Quiz Bowl Yr #1 - 1% of Step 1
30 Sr High Quiz Bowl Yr # 2 - 1% of Step 2
31 Jr High Science Olympiad Yr # 3 - 1% of Step 3
32 Sr High Science Olympiad Yr # 4 - 1% of Step 4
33 SADD Yr # 5 - 1% of Step 5
34 Key Club
35 Forestry Club

36
37
38 Games Managers:

- 39 Yr # 1 - 8.5% of Step 1
40 Yr # 2 - 8.5% of Step 2
41 Yr # 3 - 8.5% of Step 3
42 Yr # 4 - 8.5% of Step 4
43 Yr # 5 - 8.5% of Step 5

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

SCHEDULE "B"

COACHING

<u>Position</u>	<u>Years of Experience</u>				
	<u>#1</u>	<u>#2</u>	<u>#3</u>	<u>#4</u>	<u>#5</u>
Varsity Basketball	10%	10.5%	11%	11.5%	12%
J. V. Basketball	6%	7%	8%		
8th Grade Basketball	3%	3.5%	4%	4.5%	5%
7th Grade Basketball	3%	3.5%	4%	4.5%	5%
Varsity Cross Country	3%	4%	5%		
Varsity Football	10%	10.5%	11%	11.5%	12%
Ass't Varsity Football	6%	7%	8%		
J. V. Football	6%	7%	8%		
Ass't J. V. Football	4%	5%	6%		
Golf	2%	2.5%	3%		
Varsity Track	6%	6.5%	7%	7.5%	8%
Ass't Varsity Track	4%	5%	6%		
7th and 8th Grade Track	3%	4%	5%		
Volleyball	8%	9%	10%		
JV Volleyball	4%	4.5%	5%		
Softball	6%	6.5%	7%	7.5%	8%

Coaches/advisors not presently employed in another staff position will be compensated based upon a step index increase for each year of experience up to Step 6. Coaches/advisors who continue Schedule B positions following retirement will be compensated at the rate they would have attained prior to their retirement.

MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007

1 Pay dates for extra curricular activities:
2

3 Three times per school year: after fall activities - early December
4 after winters activities - mid March
5 after spring activities - mid June
6

7 To be paid for extra curricular activities a form must be obtained from the Athletic Director/Principal,
8 completed and returned to the same. The Athletic Director/Principal will then send the form to the payroll
9 department for payment. If the form is not received in the payroll department by the deadline, payment will
10 be made at the next extra curricular payroll date indicated above.
11

12
13

<u>MUSIC</u>	Years of Experience				
	<u>#1</u>	<u>#2</u>	<u>#3</u>	<u>#4</u>	<u>#5</u>
Music Director	8%	9%	10%	11%	12%

14
15
16

**MASTER AGREEMENT
RAPID RIVER BOARD OF EDUCATION
And
RAPID RIVER EDUCATION ASSOCIATION
2004/2005, 2005/2006 and 2006/2007**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ADDENDUM TO MASTER AGREEMENT
BETWEEN RAPID RIVER PUBLIC SCHOOLS
AND RAPID RIVER EDUCATION ASSOCIATION

Music Director:

Position:	Marching Band	Yr #1 - 2% of Step 1 Yr #2 - 2.5% of Step 2 Yr #3 - 3% of Step 3 Yr #4 - 3% of Step 4 Yr #5 - 3% of Step 5
	Concert Band	Yr #1 - 2% of Step 1 Yr #2 - 2.5% of Step 2 Yr #3 - 3% of Step 3 Yr #4 - 3% of Step 4 Yr #5 - 3% of Step 5
	Jazz Band	Yr #1 - 2% of Step 1 Yr #2 - 2.5% of Step 2 Yr #3 - 3% of Step 3 Yr #4 - 3% of Step 4 Yr #5 - 3% of Step 5
	Pep Band	Yr #1 - 2% of Step 1 Yr #2 - 2.5% of Step 2 Yr #3 - 3% of Step 3 Yr #4 - 3% of Step 4 Yr #5 - 3% of Step 5

Non-faculty director(s) will be compensated upon a step index increase for each year of experience up to Step 6.