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6/30/99

MASTER AGREEMENT

BOARD OF EDUCATION

RAPID RIVER PUBLIC SCHOOLS

and

RAPID RIVER EDUCATION ASSOCIATION

1996 - 97

1997 - 98

1998 - 99

*Rapid River Public Schools*

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**MASTER AGREEMENT**

This agreement entered into this 26th day of June 1996, by and between the Board of Education of the Rapid River School District, hereinafter called the "Board" and the Rapid River Education Association/Upper Peninsula Education Association/Michigan Education Association (RREA/UPEA/MEA), hereinafter called the "Association".

WITNESSETH

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

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

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

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

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

SECTION 1

RECOGNITION

1. The Board hereby recognizes the Association (RREA/UPEA/MEA) as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, as amended, for all professionally certified

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personnel including, but not limited to part-time, probationary, and tenured classroom teachers, special education teachers, speech therapists, librarians, visiting teachers, advising or critic teachers employed by the Board whether or not assigned to a public school building, but excluding executive personnel, supervisors, custodial, office and clerical employees, bus drivers, cooks, teachers' aides, library assistants, and all other non-certified, non-professional employees.

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

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

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

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

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

- a. The Association will not enforce this provision discriminately against any teacher by virtue of membership or activities with the Association. Such discrimination is illegal.
- b. The Association shall assume the sole defense of this agency shop agreement and choose the legal counsel to defend this shop agreement.
- c. The Association shall have the right to compromise or settle any claim made against the Board under this section.

SECTION 2

RIGHTS AND RESPONSIBILITIES

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

SECTION 3

TEACHERS' RIGHTS AND RESPONSIBILITIES

1. The teacher accepts responsibility to strive for excellence in teaching, and to take advantage of opportunities for continually improving his teaching skills and his relationships with children resources made

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available at or through the school.

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

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

SECTION 4

BOARDS RIGHTS

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

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



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- b. To hire all employees and subject to the provisions of law, to determine their professional qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- c. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- d. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- e. To determine class schedules, and the duties, responsibilities and assignments of teachers.
- f. To establish, change, combine or discontinue departments.

2. The exercise of its powers, rights, and authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

3. The Board specifically reserves the right of free communication with any and all of its employees for the purpose of evaluating the functions and accomplishment of the school system.

SECTION 5

PROFESSIONAL COMPENSATION

- 1. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and

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incorporated in this Agreement. Such salary schedule shall remain in effect for the duration of this Agreement.

2. Schools will be closed on all legal holidays and Good Friday.

3. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board as outlined in Section 19 shall be released from regular duties without loss of salary, personal or sick leave days.

SECTION 6

TEACHING HOURS

1. The teacher's normal teaching hours in the schools shall be as follows:

a. Bay de Noc Elementary - 7:50 a.m. to 3:05 p.m.

Tri-Township School - 7:50 a.m. to 3:05 p.m.

Teachers are to be in the classroom 10 minutes prior to class unless attending a meeting and may leave at 3:05 p.m or after the buses depart.

b. Teachers shall be permitted to leave school at the conclusion of the normal teaching hours in their building unless they are asked to stay for a conference with the administration, or unless there is a scheduled faculty meeting or a parental appointment at a mutually agreed upon time.

2. Teachers shall be provided with a duty free lunch period. The length of the duty free lunch period shall be determined by the teachers involved (K-3), (4-6) and the building principal.

Secondary teachers (7-12) shall have a schedule duty free lunch period in length as currently scheduled.

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SECTION 7

TEACHING LOADS AND ASSIGNMENTS

1. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except for good cause, outside the scope of their certificates or their major or minor field of study.

2. Teachers who will be affected by a change in grade assignments in the secondary school grades will be notified and consulted by their principal prior to June 1 or as soon as practical. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

3. The Board of Education acknowledges that low student-teacher ratios are desirable. It is understood by the teacher and the Board that a variety of factors affect student-teacher ratios, none the least is the financial ability of the Board and the requirements of scheduling.

SECTION 8

TEACHING CONDITIONS

1. Teachers recognize the right of the Board or Administration to assign duties in emergency situations on rare occasions to promote the health, education and welfare of the pupils. Compensation will be at the same rate as provided in Section 23-1.

2. The Board recognizes that appropriate texts, equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such

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educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained. It is understood that the ultimate decision with respect to the subject of this paragraph is the exclusive prerogative of the Board of Education and that these matters are not subject to grievance and arbitration.

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

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

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

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

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

8. Suggestions will be given by one designated representative of the Association (non-voting) on the school calendar.

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

SECTION 9

VACANCIES AND PROMOTIONS

Any teacher may apply for a vacancy. In filling such vacancy, the Board through its administrator, agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promoting from within its own teaching staff, but is not prohibited from hiring or promoting from outside the district, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this agreement, shall mean continuous employment in a school of the district, including substitute service, respective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

SECTION 10

TRANSFERS

1. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

2. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted.

3. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a

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teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

4. The key factor in any transfer will be in the best interest of the educational need of the students.

SECTION 11

SICK LEAVE

Each teacher in the Rapid River Public Schools will be entitled to fourteen (14) days of sick leave at the start of each school year. The unused portion of sick days may accumulate to 150 days. If the teacher suffers an incapacitating illness or accident, the Board could extend sick leave beyond the employee's presently accumulated sick leave.

Leaves of absence charged to sick leave shall include:

- a. The illness, maternity, or physical disability of the teacher due to accidents or illness.
- b. The illness or physical disability of the teacher's immediate family due to accidents or illness. Immediate family shall be defined to include the employee's spouse, parents, parent-in-law, child, brother, sister, grandchild, grandparent, or IRS qualified dependent living in the household of the employee.
- c. Funeral time beyond three (3) days for death in the immediate family and attendance at funerals of others not in the immediate family.

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- d. Upon request, the Board shall provide an educational stipend in exchange for seven (7) sick days per year at the substitute teacher rate for the purpose of paying tuition for approved credit (credit earned within the specified field of education or approval by the Administration). A grade of "B" or better is required.

SECTION 12

PERSONAL LEAVE

Each bargaining unit member shall be granted two (2) days per year of personal leave. Members may earn additional personal leave days by substituting in another teacher's classroom. For every six (6) hours of substituting they will be granted one (1) personal leave day. Substituting in another teacher's classroom shall be offered to bargaining unit members on seniority rotation. A refusal by a bargaining unit member to take such a class shall be considered the same as having taken the class. If a teacher does not use all of his/her personal days in any one (1) year, they may carry over three (3) days to the next year. A teacher shall have a maximum of five (5) days in any one year. No more than three (3) days can be used concurrently without approval from the building administrator. Personal days may be used before and after vacations/holidays. A limit of three (3) high school and three (3) elementary people per day may use personal leave time before or after vacations at the discretion of the appropriate administrator. Such days shall be granted on a seniority rotation basis under Association auspices. A one (1) week notice is required prior to approval of a personal leave. Personal leave shall be approved during the last two (2) weeks of

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school at the discretion of the building administrator. If personal days are not used during the year or carried over, the teacher will be paid \$16.00 per hour for the unused days. Any unused partial days will be compensated at the hourly rate.

**Court Appearances**

A teacher who is a plaintiff or defendant not related to teaching services, before any judicial or administrative tribunal, shall not be compensated, unless personal days are used, for the time missing from the normal teaching duties. A teacher's personal business day may be used for such an absence.

SECTION 13

MISCELLANEOUS PAID LEAVES OF ABSENCE

**Witness Leave**

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



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**Jury Duty**

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

**Bereavement Leave**

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

SECTION 14

UNPAID LEAVES OF ABSENCE

- a. An unpaid military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system. Military leave will be limited to one tour of duty with a maximum of four years.

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A replacement teacher would be contracted on a one-year basis as in the regular sick leave policy. This would be done if the teacher indicates at the time he/she left that he/she intended to return.

- b. An unpaid leave of absence of up to one calendar year may be granted one time during employment to an employee who has maintained a minimum of ten (10) continuous years of service to the Rapid River School District subject to the following conditions:

- 1) At the teacher's discretion, an employee may be granted a leave of absence for the purpose of pursuing an alternate career, job, position or pursuit of an additional course(s) outside their field of education. Approval is subject to availability of a qualified/certified replacement.
  
- 2) At the teacher's discretion, an employee may be granted a leave of absence to pursue additional credit within their specified field of education. The teacher is required to take at least six (6) credits per semester during the one year period. Approval is subject to availability of a qualified/certified replacement. Application in both a. and b. must be received by the Administration prior to May 1 for the ensuing year.

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SECTION 15

FAMILY MEDICAL LEAVE ACT OF 1993

Pursuant to the Family and Medical Leave Act of 1993, a teacher who has been employed at least 12 months and worked at least 1,250 hours during the prior 12 month period (including all full-time teachers) is entitled to 12 work weeks of leave during any 12-month period without pay but with group medical insurance coverage maintained for one or more of the following reasons:

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

A "serious health condition" is defined in the Act as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2)

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continuing treatment by a health care provider. Other conditions of the FMLA shall apply to leaves under this provision.

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

SECTION 16

RETIREMENT LEAVE

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

after ten (10) full school	)	25% of unused sick leave
years of active service	)	
after fifteen (15) full	)	50% of unused sick leave
years of active service	)	
after twenty (20) full	)	75% of unused sick leave
years of active service	)	

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PROVIDED, however, that retiring employees shall be eligible for such retirement pay benefits only upon the express condition that no less than one (1) full calendar year prior to the effective date of retirement the employee completes, signs and personally hand delivers to the Office of the Superintendent (on a form supplied by the Superintendent's office) a written notice of retirement and request for retirement pay benefits.

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

Persons who retire from the Rapid River Public Schools in accordance with Section 16 of the agreement between the Rapid River Public Schools and the Rapid River Education Association may elect the following options should they be eligible for the accumulated sick leave benefits defined in said section.

- a. The employee, if eligible, may elect a lump sum payment of the accumulated sick leave pay due him/her according to Section 16.
- b. The employee may elect a five (5) year pay out provision which would be completed by using a divisor of five (5) into the total amount of sick leave in accordance with the terms and conditions outlined in Section 16 the aforementioned agreement. Payments of benefits will begin with the first pay period following retirement date of the employee and will continue annually to complete five (5) equal payments.

Should the employee die during this five (5) year period the remainder of the benefit not already paid to the employee shall be paid to the designated heir as listed in the teacher's term life insurance policy unless another beneficiary is specifically designated by the employee in writing.

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The employee may elect to receive retirement leave pay under this section or early retirement under Section 17. They may not receive both retirement leave pay and early retirement benefits.

SECTION 17

EARLY RETIREMENT

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

2. The employee may elect to receive retirement years credit purchased under this section or retirement leave pay under Section 16. They may not receive both early retirement and retirement leave pay.

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

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SECTION 18

CONFERENCE LEAVE

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

The district agrees to reimburse employees taking such leave for the cost of meals and lodging, conference fees, and to pay the employee mileage allowed by the district incurred during such leave. By prior agreement, the employee shall be entitled to ask for and receive an advance for anticipated costs connected with attendance at such school, conference or convention. The amount of the advance payment shall be mutually agreed upon and shall cover any conference entrance fees, anticipated meals, lodging and mileage. Final payment shall be made upon presentation of receipts for actual incurred expense.

EXCERPTS OF BOARD

PROCEDURE FOR HANDLING PARENT, CITIZEN

OR STUDENT COMPLAINTS

(Adopted January 8, 1973)

- I. Against an Employee
  - A. Any person having a complaint against an employee of the Rapid River Public Schools shall contact that employee and attempt to resolve the problem.
  - B. If this fails to resolve the problem, the individual shall contact the immediate supervisor of the employee involved and he shall attempt to find a solution.

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- C. If the immediate supervisor is not successful in solving the problem, the complaint shall be brought to the Superintendent of Schools.
- D. If the Superintendent is unable to find a satisfactory solution, the person with the complaint may request of the Superintendent to be placed on the agenda of the next Board meeting and make a presentation to the Board of Education. The decision of the Board will be final.

II. The Board of Education will not consider cases that have not followed the above outlined procedure.

SECTION 19

NEGOTIATION PROCEDURES

1. At least sixty (60) days prior to the expiration of this agreement, the parties will begin negotiations for a new agreement covering those items negotiable under Act 370, Public Acts of 1965, as amended, to include but not limited to wages, hours, terms and conditions of employment.

2. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

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



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SECTION 20

GRIEVANCE PROCEDURE AND ARBITRATION

Section I A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures. An individual employee may present a grievance to the board or its designated representative without the intervention of the Association or its representatives, as long as any adjustment is not inconsistent with the terms of this Agreement.

Section II - Step One If the grievance is not resolved in discussion with the building principal, the grievance shall be reduced to writing by the aggrieved person and submitted to the building principal. The written grievance must be submitted to the building principal within three (3) working days from the time of the discussion between the aggrieved person and the building principal.

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

Section III - Step Two If the grievance is not resolved in Step One, the employee may, within three (3) working days of receipt of principal's answer, submit to superintendent a signed, written "Statement of Grievance." A copy shall be given to the principal involved at the same time. The "Statement of Grievance" shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the employee involved.

Within five (5) working days of receipt of the grievance, the Superintendent shall meet with the Association in an effort to resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing

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within five (5) working days of such meeting and shall furnish a copy thereof to the Association.

Section IV - Step Three If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting or ten (10) working days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board of Education. Within seven (7) working days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Association.

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

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

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

1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
2. He shall have no power to establish salary scales or change any salary.

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3. He shall have no power to rule on any of the following:
  - a. The termination of services of or failure to reemploy any probationary teacher.
  - b. The placing of a non-tenure teacher on the fourth year of probation.
  - c. a. and b. above do not apply to a tenure teacher who might be placed on probation because of annexation or consolidation.
  - d. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule.
  - e. Any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session of 1937 of Michigan, as amended).
4. He shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express Articles or Sections of this Agreement.
5. He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

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6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
7. Claims for back pay. All grievances must be filed in writing within five (5) working days from the time the alleged violation was to have occurred. The Board shall not be required to pay back wages more than two (2) days prior to the date a written grievance is filed.
  - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
  - b. No decision in any one case shall require a retroactive wage adjustment in any other case.
8. Any grievance occurring during the period between the termination date of this Agreement and a new Agreement shall not be processed.

SECTION 21

REDUCTION OF STAFF

1. In the event that the Board decides to reduce the number of employees through lay-off of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate a position or positions, the Board shall lay off last those teachers with provisional or permanent or life teaching certificates having the longest service in the district and who are qualified to teach the positions remaining. Qualified teachers are those who meet the certification requirements prescribed in the Michigan Teacher Certification Code of 1967 as revised. After the Board of Education has determined curriculum, and teacher qualifications and experience are equal, seniority will prevail. Then the Board shall have the right to determine who is to be laid off, provided,

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however, such action shall not be contrary to the priorities established under the Tenure Act. The Board shall give seven (7) or more calendar days notice of such lay-off to the Association and to the employee involved.

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

3. The Board shall have no obligation to re-hire any non-tenure teacher laid off pursuant to this Article.

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

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

6. No later than thirty (30) days following the ratification of this Agreement and by October 1 each year thereafter, the employer shall prepare and post in every building of the district a Seniority List. Bargaining unit members shall have a thirty (30) day period to meet with the administration concerning changes or adjustments on the Seniority List and/or their placement on the list.

Seniority shall be defined as total years of service to the Rapid River School District in positions that require teacher certification. Every employee who completes one complete year as a full time employee shall be

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granted a total of six (6) points for the year. An employee who works less than full time shall be granted a pro rata number of points based on the number of hours worked, i.e. a one-half time teacher shall be granted three (3) points for the year. Seniority points will be determined by the number of full time equivalent days taught divided by 180, multiplied by 6, and rounded to the nearest first decimal point. An employee on an involuntary leave of absence, such as a disability, maternity, military shall continue to accrue seniority while on leave of absence. An employee on an approved voluntary leave of absence shall not accrue seniority while on leave, but shall retain the seniority earned prior to such leave.

All bargaining unit members shall be ranked on the seniority list as above defined. In the circumstance of more than one individual having the same first day of work, all individuals so affected will participate in a drawing to determine placement on the Seniority List. Bargaining unit members so affected will be notified in writing of the time, date and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members to be in attendance.

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

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

Administrators shall not accrue seniority in the bargaining unit, but shall be entitled to reinstatement of seniority for bargaining unit positions which were held prior to becoming an administrator, if they are returned to active membership in the bargaining unit and their employment in the district has been continuous.

Recalled employees shall have all sick leave benefits, experience level on the salary schedule, and other

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applicable fringe benefits reinstated upon recall.

Seniority shall continue to accrue for all those bargaining unit members on military leave, Association leave, or any paid leave of absence. Any employee on leave of absence or layoff from the district, even if seniority does not accrue on that leave, shall retain their seniority and be subject to recall for a period of three (3) years.

7. It shall be the policy of the district to provide fringe benefits, including health care during summer months for employees employed.

SECTION 22

PART-TIME TEACHERS

1. Part-time teachers are teachers contracted by the Board to teach less than a full school day.
2. A full day is six (6) class periods on the secondary level (7-12) and the established work day (6 hours) on the elementary level (K-6).
3. Compensation at the secondary level shall be based on 20% of the current step of the Master Agreement for each class period taught.
4. Compensation at the elementary level shall be prorated on the number of hours taught based on the current step of the Master Agreement. Lunch period is not included.
5. All part-time staff members will receive prorated fringe benefits.

SECTION 23

MISCELLANEOUS PROVISIONS

1. Teachers shall be informed of a telephone number they may call before 6:30 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the

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administration to arrange for a substitute teacher. When substitutes are not available in the high school, teachers having free periods may take the class of the absent teacher at the rate of \$16.00 per period.

2. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board. The Board reserves unto itself the normal prerogatives of management rights to decisions that do not specifically violate specific Sections of this contract or applicable state laws.

3. Copies of this Agreement shall be printed at the joint expense of the Board and the Education Association and presented to all teachers now employed or hereafter employed by the Board within thirty (30) days of both parties' ratification of the contract.

4. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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

6. Increments become effective September 1 of each year and advancement under the salary schedule shall be automatic as of September 1 or February 1, following completion of required academic or professional courses.

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



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

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

SECTION 24

SCHOOL CLOSING LANGUAGE

In the event days of school closing due to unforeseen conditions may not lawfully be counted to arrive at the annual instructional minimum required by law to qualify the Rapid River School District for full state aid, the Rapid River Education Association U.P.E.A. shall negotiate a provision for the number and length of instructional days to be rescheduled.

If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions, it is agreed that the following school closing provisions shall become immediately effective.

When conditions not within the control of school authorities such as severe storms, fires, epidemics or health conditions, or an employer directive results in the closing of a school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

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SECTION 25

CLASSROOM VISITATION

1. All requests to visit classrooms must be directed to the appropriate building principal. All persons requesting such visitations must complete the "Request for Classroom Visitation" form.
2. The principal will discuss the request with the appropriate teacher(s). After an evaluation of the reasons for the request and after consultation with the appropriate teacher(s) the principal will render a decision on said request. The principal will mail a copy of the request form to the applicant and provide the teacher with a copy. He/she will have either approved or not approved the request.
3. Should the applicant feel that the decision is inappropriate he/she may discuss the matter with the Superintendent.
4. No classroom visitations shall take place unless the appropriate request for such visit has been completed. It should be noted that this policy applies to parents and citizens and does not apply to school administration, university officials or other appropriate professional personnel.

SECTION 26

SITE BASED DECISION MAKING

1. All decision making plans utilized in the district will be negotiated in accordance with the terms of this agreement.
2. No component of this process can in any way modify the current contract unless mutually agreed to by both parties. Members participating in these programs cannot engage in activities that modify any provision of the current agreement without the approval of the Association.

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3. Participation or non-participation in these programs shall not be used as a criteria for teacher evaluation. Participation in these plans shall be voluntary.
4. If the program involves school staff or building representation by teachers, the representatives shall be selected by non-management staff.
5. No information developed by any joint committee shall be used against a bargaining unit member.
6. In the event conflict develops between the staff and administration or within individual buildings, these conflicts will be resolved to the satisfaction of both parties before any decisions are implemented.

SECTION 27

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1996 and shall continue in effect until June 30, 1999. 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.

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BOARD OF EDUCATION

By: Karl D. Burt  
President

By: Bonnie M. Melder  
Secretary

EDUCATION ASSOCIATION

By: Shirley J. McLaughlin  
RREA President

By: Richard J. Burroughs  
UPEA President

By: Sandra M. Walker  
MEA Representative

Date Ratified by Board: 6/26/96

Date Ratified by RREA: 6/24/96

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**1996/97, 1997/98 AND 1998/99**

SCHEDULE "A"

SALARY SCHEDULE FOR 1996/97 - 3%

		BA	BA+CERT	MA/36	MA+15
STEP 1		\$24,914	\$25,231	\$25,731	\$26,065
2	1.0399	\$25,908	\$26,238	\$26,758	\$27,105
3	1.0398	\$26,939	\$27,282	\$27,823	\$28,184
4	1.0397	\$28,008	\$28,365	\$28,928	\$29,303
5	1.0396	\$29,117	\$29,488	\$30,073	\$30,463
6	1.0395	\$30,268	\$30,653	\$31,261	\$31,667
7	1.0394	\$31,460	\$31,861	\$32,493	\$32,914
8	1.0393	\$32,696	\$33,113	\$33,770	\$34,208
9	1.0392	\$33,978	\$34,411	\$35,094	\$35,549
10	1.0391	\$35,307	\$35,756	\$36,466	\$36,939
11	1.039	\$36,684	\$37,151	\$37,888	\$38,379
12	1.0389	\$38,111	\$38,596	\$39,362	\$39,872
13	1.0388	\$39,589	\$40,093	\$40,889	\$41,419
14	1.0387	\$41,121	\$41,645	\$42,471	\$43,022
15	1.0386	\$42,709	\$43,253	\$44,111	\$44,683
16	450	\$43,159	\$43,703	\$44,561	\$45,133
17	450	\$43,609	\$44,153	\$45,011	\$45,583

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

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

PAK A:

Super Care I with \$50.00 single subscriber/\$100 family deductible paid by the employee.

Delta Dental Auto Plus 008

VSP III Vision Insurance

\$30,000 Term Life AD & D

PAK B:

Delta Dental Auto Plus 008

VSP III Vision Insurance

\$35,000 Term Life AD & D

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

Benefits paid pursuant to Internal Revenue Code 125.

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SCHEDULE "A"

SALARY SCHEDULE FOR 1997/98 - 3%

		BA	BA+CERT	MA/36	MA+15
STEP 1		\$25,661	\$25,988	\$26,503	\$26,847
2	1.0399	\$26,685	\$27,025	\$27,560	\$27,918
3	1.0398	\$27,747	\$28,100	\$28,657	\$29,029
4	1.0397	\$28,849	\$29,216	\$29,795	\$30,182
5	1.0396	\$29,991	\$30,373	\$30,975	\$31,377
6	1.0395	\$31,176	\$31,573	\$32,198	\$32,616
7	1.0394	\$32,404	\$32,817	\$33,467	\$33,901
8	1.0393	\$33,678	\$34,106	\$34,782	\$35,234
9	1.0392	\$34,998	\$35,443	\$36,146	\$36,615
10	1.0391	\$36,366	\$36,829	\$37,559	\$38,047
11	1.039	\$37,785	\$38,266	\$39,024	\$39,530
12	1.0389	\$39,255	\$39,754	\$40,542	\$41,068
13	1.0388	\$40,778	\$41,297	\$42,115	\$42,662
14	1.0387	\$42,356	\$42,895	\$43,745	\$44,313
15	1.0386	\$43,991	\$44,550	\$45,433	\$46,023
16	450	\$44,441	\$45,000	\$45,883	\$46,473
17	450	\$44,891	\$45,450	\$46,333	\$46,923

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- A. Each teacher shall have their contribution to Michigan School Employee Retirement System paid by the Board.
- B. Each full time teacher will be provided with either PAK A or PAK B health insurance as defined below:

PAK A:

Super Care I with \$50 single subscriber/\$100 family deductible paid by the employee.

Delta Dental Auto Plus 008

VSP III Vision Insurance

\$30,000 Term Life AD & D

PAK B:

Delta Dental Auto Plus 008

VSP III Vision Insurance

\$35,000 Term Life AD & D

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

Benefits will be paid pursuant to Internal Revenue Code.



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SCHEDULE "A"

SALARY SCHEDULE FOR 1998/99 - 2.6%

		BA	BA+CERT	MA/36	MA+15
STEP 1		\$26,328	\$26,664	\$27,192	\$27,545
2	1.0399	\$27,379	\$27,728	\$28,277	\$28,644
3	1.0398	\$28,468	\$28,831	\$29,402	\$29,784
4	1.0397	\$29,599	\$29,976	\$30,570	\$30,967
5	1.0396	\$30,771	\$31,163	\$31,780	\$32,193
6	1.0395	\$31,986	\$32,394	\$33,036	\$33,464
7	1.0394	\$33,246	\$33,670	\$34,337	\$34,783
8	1.0393	\$34,553	\$34,993	\$35,687	\$36,150
9	1.0392	\$35,907	\$36,365	\$37,086	\$37,567
10	1.0391	\$37,311	\$37,787	\$38,536	\$39,036
11	1.039	\$38,767	\$39,261	\$40,039	\$40,558
12	1.0389	\$40,275	\$40,788	\$41,596	\$42,136
13	1.0388	\$41,837	\$42,370	\$43,210	\$43,771
14	1.0387	\$43,456	\$44,010	\$44,882	\$45,465
15	1.0386	\$45,134	\$45,709	\$46,615	\$47,220
16	450	\$45,584	\$46,159	\$47,065	\$47,670
17	450	\$46,034	\$46,609	\$47,515	\$48,120

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

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

PAK A:

Super Care I with \$50 single subscriber/\$100 family deductible paid by the employee.

Delta Dental Auto Plus 008

VSP III Vision Insurance

\$30,000 Term Life AD & D

PAK B:

Delta Dental Auto Plus 008

VSP III Vision Insurance

\$35,000 Term Life AD & D

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

Benefits to be paid pursuant to Internal Revenue Code 125.

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SCHEDULE "B"

EXTRA DUTY SCHEDULE

Freshman / Sophomore Class Advisor:

Year #1 - 1% of Step 1  
Year #2 - 1% of Step 2  
Year #3 - 1% of Step 3  
Year #4 - 1% of Step 4  
Year #5 - 1% of Step 5

Junior Class Advisor:

Year #1 - 2% of Step 1  
Year #2 - 2% of Step 2  
Year #3 - 2% of Step 3  
Year #4 - 2% of Step 4  
Year #5 - 2% of Step 5

Senior Class Advisor:

Year #1 - 3% of Step 1  
Year #2 - 3% of Step 2  
Year #3 - 3% of Step 3  
Year #4 - 3% of Step 4  
Year #5 - 3% of Step 5

Jv/Varsity Cheerleading Advisor:

Football:

Yr # 1 - 5% of Step 1  
Yr # 2 - 5% of Step 2  
Yr # 3 - 5% of Step 3  
Yr # 4 - 5% of Step 4  
Yr # 5 - 5% of Step 5

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JV/Varsity Cheerleading Advisor continued:

Basketball:

- Yr # 1 - 5% of Step 1
- Yr # 2 - 5% of Step 2
- Yr # 3 - 5% of Step 3
- Yr # 4 - 5% of Step 4
- Yr # 5 - 5% of Step 5

Jr High Cheerleading Adv:

- Yr # 1 - 2.5% of Step 1
- Yr # 2 - 2.5% of Step 2
- Yr # 3 - 2.5% of Step 3
- Yr # 4 - 2.5% of Step 4
- Yr # 5 - 2.5% of Step 5

National Honor Society Advisor:

- Year #1 - 1.5% of Step 1
- Year #2 - 1.5% of Step 2
- Year #3 - 1.5% of Step 3
- Year #4 - 1.5% of Step 4
- Year #5 - 1.5% of Step 5

Student Council Advisor:

- Year #1 - 3% of Step 1
- Year #2 - 3% of Step 2
- Year #3 - 3% of Step 3
- Year #4 - 3% of Step 4
- Year #5 - 3% of Step 5

Year Book Advisor:

- Year #1 - 3.75% of Step 1
- Year #2 - 3.75% of Step 2
- Year #3 - 3.75% of Step 3
- Year #4 - 3.75% of Step 4
- Year #5 - 3.75% of Step 5

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**MASTER AGREEMENT  
RAPID RIVER BOARD OF EDUCATION  
and  
RAPID RIVER EDUCATION ASSOCIATION  
1996/97, 1997/98 AND 1998/99**

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Driver Education:

	<u>1996/97</u>	<u>1997/98</u>	<u>1998/99</u>
Classroom	\$27.89/hr	\$28.72/hr	\$29.46/hr
Driving Time	\$18.59/hr	\$19.14/hr	\$19.63/hr

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

Play Director - one 3-Act Play or two 1-Act Plays:

- Year #1 - 2.3% of Step 1
- Year #2 - 2.3% of Step 2
- Year #3 - 2.3% of Step 3
- Year #4 - 2.3% of Step 4
- Year #5 and Over - 2.3% of Step 5

Saturday School Teachers:

<u>1996/97</u>	<u>1997/98</u>	<u>1998/99</u>
\$16.00/hr	\$16.48	\$16.90

Lunch Room Aides:

<u>1996/97</u>	<u>1997/98</u>	<u>1998/99</u>
\$8.00/lunch	\$8.24/lunch	\$8.45/lunch

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

Each of the following are paid as indicated once below:

Jr High Quiz Bowl	Yr # 1 - 1% of Step 1
Sr High Quiz Bowl	Yr # 2 - 1% of Step 2
Science Olympiad	Yr # 3 - 1% of Step 3
SADD	Yr # 4 - 1% of Step 4
Key Club	Yr # 5 - 1% of Step 5
Forestry Club	





