

**MASTER AGREEMENT**  
**BOARD OF EDUCATION**  
**RAPID RIVER PUBLIC SCHOOLS**  
**and**  
**RAPID RIVER EDUCATION ASSOCIATION**  
**2015 - 2016**

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RAPID RIVER BOARD OF EDUCATION  
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2015/16**

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This agreement entered into this 1st day of July, 2015 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:

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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 personnel including, but not limited to part-time, probationary, and tenured classroom teachers, special education teachers, speech therapists, and librarians 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, substitutes, 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.

SECTION 2

RIGHTS AND RESPONSIBILITIES

1. 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.

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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 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 of 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.

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SECTION 4

BOARD 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.
  - 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

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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.
4. Receiving, accounting for, investing, or expending school district money; borrowing money and pledging school district funds for repayment; and qualifying for state school aid and other public or private money from local, regional, state or federal sources.

SECTION 5

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.
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.



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SECTION 6

PROFESSIONAL COMPENSATION

1. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for the duration of the Agreement.
2. Schools will be closed on New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.
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 28 shall be released from regular duties without loss of salary, personal or sick leave days.
4. A teacher may designate his biweekly paychecks be issued in 20 payments, 26 payments throughout the calendar year, or 20 payments with a lump sum included in the 20th scheduled payment of the school year. Current employees will designate payment method for the following school year at the close of the current school year, with the option of one (1) change prior to August 1<sup>st</sup> of that year. Payment method will remain the same during that contractual year.
5. When a payday falls on a day listed under #2 above, a teacher will receive pay for that period on the day prior.

SECTION 7

TEACHING HOURS

1. The teacher's normal teaching hours in the school shall be as follows:
  - a. Teachers are to be in the classroom 10 minutes prior to class unless attending a meeting and may leave after the buses depart.

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- 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.
  - c. Part-time teachers shall remain for the entire Parent Teacher Conference Day.
2. Teachers shall be provided a minimum of thirty-five (35) minutes duty free lunch period.
  3. The district is committed to providing the elementary staff with the maximum amount of preparation time based on scheduling and financial constraints.

SECTION 8

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. Unrequested changes in teaching assignments are to be minimized and avoided whenever possible.
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.
4. When vacancies / new class assignments arise at the elementary level, all teachers shall be notified

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through the internal posting procedures identified in Section 12. When vacancies / new class assignments arise at the secondary level, all teachers as a department will meet with the administration to discuss class assignments for the next year. Years of service in the system may be used as one of the criteria for determining class assignments. If any interested teacher is refused the opportunity to change his class schedule to accommodate the said class / classes, administration will be available to discuss class assignments on an individual basis.

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

SECTION 9

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 (6-12) and the established work day (6 hours) on the elementary level (K-5).
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.

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SECTION 10

TEACHING CONDITIONS

1. 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 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.
2. Under no conditions shall a teacher be required to drive a school bus as part of a regular assignment.
3. 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.
4. Telephone facilities shall be made available to teachers in each teachers' faculty lounge for their reasonable use. Long distance calls are to be made at the teachers' expense.
5. 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 as long as teachers follow Board policies and State and Federal Education Laws regarding religious and political activities while working in the classroom, on school property and at school functions. The private and personal life of any teacher is not within the appropriate concern or attention of the Board.

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6. 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.
7. Suggestions will be given by one designated representative of the Association (non-voting) on the school calendar. The board recognizes the importance of professional development, and will strive to include professional development time within the approved calendar. Scheduled professional development will be accomplished in accordance with State regulations, available planning resources / instructors, and fiscal constraints. The Board will consider suggestions from the Association. Suggestions will be given by one designated representative of the Association (non-voting) regarding the school calendar.
8. 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 11

SCHOOL CLOSING LANGUAGE

1. 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 any rescheduled instructional time required will be added to the end of the school calendar.
2. 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,

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such as severe storms, fires, epidemics, or health conditions, it is agreed that the following school closing provisions shall become immediately effective.

3. 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.

SECTION 12

VACANCIES AND PROMOTIONS

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

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

2. Any teacher may apply for a vacancy.

SECTION 13

REDUCTION OF STAFF

1. 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. Thereafter, the list shall

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be final and conclusive for that school year.

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 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.

2. All seniority in the bargaining unit shall be lost when employment is severed by resignation, retirement, or discharge for just cause.
3. 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

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returned to active membership in the bargaining unit and their employment in the district has been continuous.

4. Recalled employees shall have all sick leave benefits, experience level on the salary schedule, and other applicable fringe benefits reinstated upon recall.
5. Seniority shall continue to accrue for all those bargaining unit members on military leave, Association leave, or any paid leave of absence.
6. It shall be the policy of the district to provide fringe benefits, including health care during summer months for employees employed.

SECTION 14

TEACHER EVALUATION

1. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. Representation shall be provided by the Association in a timely manner unless representation of the Association is not readily available, then the Board retains the right to discipline immediately by paid leave any employee on any offense that the Board or its designee determines to present a danger to students or staff, gross misconduct with students or staff, gross insubordination, gross or blatant disregard for work rules and policies, gross unprofessional or irresponsible conduct on the job, being served with a felony charge on or off the job. The Board's designee and the Association shall meet within two working days to discuss the charge(s) and the pending measures the Board or its designees are considering to take on the pending charges.



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2. Each teacher shall have the right, upon request to the proper administrative authority, to review the contents of his own personnel file pertaining to his work while employed in this school system. Said teacher may also request a representative of the Association to accompany the teacher in such review. Complaints will only be placed in an employee's file following an investigation by the administration with just cause. Release of any information will only be made under the requirements of the Freedom of Information Act.

SECTION 15

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.

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SECTION 16

MENTOR TEACHER

1. A “mentor teacher” shall be assigned to every probationary teacher upon entrance of the teacher into the system. The “mentor teacher”, insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building, or teaching area as the probationary teacher. It shall be the duty of the teaching mentor to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system.
2. Participation as a mentor teacher shall be voluntary. The mentor shall be assigned by the Administration with the approval of the Association. The “mentor teacher” assignment shall be for one year. The appointment may be renewed in succeeding years.
3. Upon notification to the Association and Administration of a severe personality conflict between the mentor and mentee, a replacement mentor will be found.

SECTION 17

PROTECTION OF TEACHERS

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

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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

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

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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 five (5) 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 five (5) 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 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 ten (10) 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.

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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.
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. a. above does not apply to a tenure teacher who might be placed on probation because of annexation or consolidation.
  - c. The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule.
  - d. 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).

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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.
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.

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SECTION 19

SICK LEAVE

1. 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.
2. 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.

SECTION 20

PERSONAL LEAVE

1. 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 each 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 a seniority rotation. A refusal by a bargaining unit member to take such a class shall be considered the same as having taken the class.

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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 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.
3. Personal leave shall be approved during the last two (2) weeks of school at the discretion of the building administrator.
4. If personal days are used before and after Thanksgiving, Christmas, Spring Break, and Easter, they will be limited as follows: Three (3) high school and three (3) elementary teachers per day may use personal leave time before or after the said vacations at the discretion of the appropriate administrator. Such days shall be granted on a seniority rotation basis under Association auspices.
5. A one (1) week notice is required prior to approval of personal leave. This notice can be waived by the administration if unforeseen circumstances arise.
6. If personal days are not used during the year or carried over, the teacher will be paid \$20.00 per hour or the teacher may elect to convert unused personal hour(s) to accumulated sick leave. One (1) day equals six (6) hours.
7. Each teacher shall be notified on the first day of school, of their personal day accumulation. This information should include the current year.
8. The minimum incremental use for leave or pay shall be one (1) hour.

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



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SECTION 21

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.

**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 22

UNPAID LEAVES OF ABSENCE

1. 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

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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.

2. 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:
  - a. 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.
  - b. 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.

SECTION 23

FAMILY MEDICAL LEAVE ACT OF 1993

1. 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;

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- 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.
2. 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) continuing treatment by a health care provider. Other conditions of the FMLA shall apply to leaves under this provision.
3. 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 24

CONFERENCE LEAVE

1. 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.
2. 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.

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SECTION 25

ASSOCIATION LEAVE

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

SECTION 26

RETIREMENT INCENTIVE PAYMENT

1. 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 a retirement incentive payment based on pay a pro-rated 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

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by the applicable percentage rate), as set forth below:

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

2. An employee shall be eligible for such retirement incentive payment benefits only upon the express condition that said employee submits to the Office of the Superintendent a written notice of retirement six (6) months prior to the effective date of retirement. The employee must complete, sign, and personally deliver to the office of the Superintendent (on a form supplied by the Superintendent's office) this written notice of retirement and request for the retirement incentive payment.
3. The employee may rescind in writing to the Superintendent their request for retirement incentive payment once without loss of benefits. The request to rescind "notice of retirement incentive payment" must be submitted three (3) months prior to their official date of retirement.
4. Should the employee die during the 6 month notice period the retirement incentive payment shall be paid to the designated heir as listed in the teacher's term life insurance policy unless another beneficiary is especially designated by the employee in writing.
5. Retirement Incentive payment will be paid out over 2.5 years in equal monthly installments. (Members retiring at the end of 2015/2016 school year shall be paid out in equal monthly installments over 2 years.) The employee may elect to use their unused sick leave pay as stated in Section 26; #1 to purchase years based upon the same calculations found in this section.

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BENCOR PLAN RELATING TO SECTION 26

The employee understands that Retirement Incentive Payments will participate in the Bencor National Government Employees Retirement Plan sponsored by AIG VALIC and BENCOR, Inc. Terms and conditions of the plan must be in accordance with state and federal requirements of the Internal Revenue Service.

- a. An employee electing benefits covered by this plan under the age of 55 will receive 2.35% additional compensation based upon Section 26 of the Master Agreement. The additional 2.35% compensation will be paid to the employee's Bencor account only if the employee provides verification of receiving a total cash payout. This must occur no later than 15 days following the availability of disbursement.

SECTION 27

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,

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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.

SECTION 28

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 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 \$20.00 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.

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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 ½ 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 at the start of each year and advancement under the salary schedule shall be automatic at the start of each semester, 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.
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.
10. A teacher using his own automobile to conduct school business with prior approval of the Superintendent or designee will be reimbursed at the current IRS rate.
11. Upon request, the Board shall reimburse tuition payments made for approved credit (credit earned within specified field of education or approval by the Administration) up to \$450 per school year for full time teachers, amount to be prorated by percentage of FTE for part-time teachers. A grade



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of "B" or better is required.

12. The parties agree to abide by all aspects of Michigan Public Act 4 of 2011. The Association registers its exception to the powers granted to the Emergency Financial Manager by PS 4. It is also understood that the Parties agree to abide by all aspects of Michigan Public Acts(s) 100, 101, 102, 103 of 2011, PA 53 of 2012 and sections 1248 and 1249 of the Revised School Code. The association registers its exception to PA 4 and 100, 101, 102 and 103.

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**SCHEDULE "A"**

**2015/2016 SCHOOL YEAR**

		<b>BA</b>	<b>BA+CERT</b>	<b>CERT+36</b>	<b>MA</b>	<b>MA+15</b>
<b>STEP 1</b>		\$34,449	\$34,832	\$35,433	\$35,718	\$36,120
2	1.0399	\$35,824	\$36,222	\$36,846	\$37,144	\$37,561
3	1.0398	\$37,249	\$37,664	\$38,313	\$38,622	\$39,056
4	1.0397	\$38,728	\$39,159	\$39,834	\$40,155	\$40,607
5	1.0396	\$40,262	\$40,710	\$41,411	\$41,745	\$42,215
6	1.0395	\$41,852	\$42,318	\$43,047	\$43,394	\$43,882
7	1.0394	\$43,501	\$43,985	\$44,743	\$45,104	\$45,611
8	1.0393	\$45,211	\$45,714	\$46,502	\$46,877	\$47,404
9	1.0392	\$46,983	\$47,506	\$48,324	\$48,714	\$49,262
10	1.0391	\$48,820	\$49,363	\$50,214	\$50,619	\$51,188
11	1.039	\$50,724	\$51,289	\$52,172	\$52,593	\$53,185
12	1.0389	\$52,697	\$53,284	\$54,202	\$54,639	\$55,254
13	1.0388	\$54,742	\$55,351	\$56,305	\$56,759	\$57,397
14	1.0387	\$56,860	\$57,493	\$58,484	\$58,955	\$59,619
15	1.0386	\$59,055	\$59,712	\$60,741	\$61,231	\$61,920
L16	550	\$59,605	\$60,262	\$61,291	\$61,781	\$62,470
L17	550	\$60,155	\$60,812	\$61,841	\$62,331	\$63,020
L25	650	\$60,805	\$61,462	\$62,491	\$62,981	\$63,670

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.

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- A. Each teacher shall have their contribution to Michigan School Employee Retirement System paid by the Board.
- B. A TOTAL of 1/12 of the \$500/\$1000 in network Deductible will be added to the monthly health insurance premium to satisfy the requirements of PA 125 of 2011. The employee will be responsible for 20% of the total and the district will be responsible for 80% of the total.
- C. Each full time teacher will be provided with either PAK A, PAK B, or ABC Plan 1 health insurance as defined below:

PAK A:

MESSA Choices II

\$500/\$1,000 In Network Deductible (\$1,000/\$2,000 Out of Network) – In Network Deductible reimbursed by the Board as it is used. Only teachers electing PAK A will be eligible for the deductible reimbursement.

Office/Urgent Care/ER co-pay \$20/\$25/\$50

Saver RX

Delta Dental Auto Plus 008

VSP III Vision Insurance

\$50,000 Term Life AD & D

PAK B:

Delta Dental Auto Plus 008

VSP III Vision Insurance

\$50,000 Term Life AD & D

MESSA ABC PLAN 1:

The Board of Education will fund 100% of the deductible into a HSA on January 1, 2016. Of the deductible the Board of Education is responsible for 80% and RREA members 20%. RREA members will reimburse district their 20% from January to June through payroll deduction.

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The current single subscriber rate of current health care coverage for annuities or cash. The amount available for each full time employee on PAK B to use for annuities or cash will continue to be the Choices II single subscriber rate during the life of this collective bargaining agreement.

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

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

Year Book Advisor:

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

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Driver Education:

	<u>2010/2011</u>	
Classroom		\$37.12/hr
Driving Time		\$24.72/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	- 3% of Step 1
Year #2	- 3% of Step 2
Year #3	- 3% of Step 3
Year #4	- 3% of Step 4
Year #5 and Over	- 3% of Step 5

Saturday School Teachers:

<u>2010/2011</u>
\$21.31/hr

Lunch Room Aides:

<u>2010/2011</u>
\$10.65/lunch

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

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

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

Games Managers:

Yr # 1	- 8.5% of Step 1
Yr # 2	- 8.5% of Step 2
Yr # 3	- 8.5% of Step 3
Yr # 4	- 8.5% of Step 4
Yr # 5	- 8.5% of Step 5

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**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.



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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.

Pay dates for extra curricular activities:

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

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