



MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
18530 Prospect Street
Melvindale, Michigan 48122-1596

**TEACHER
COLLECTIVE BARGAINING CONTRACT**

2006-07
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Between The

MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS

And

**MELVINDALE-NORTHERN ALLEN PARK
FEDERATION OF TEACHERS
LOCAL 1051, AFT, AFL-CIO**

**MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
TEACHER COLLECTIVE BARGAINING CONTRACT**

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AGREEMENT between the Board of Education of the Melvindale-Northern Allen Park Public Schools, hereinafter called the "Board" and the Melvindale Federation of Teachers, Local 1051, and the American Federation of Teachers, AFL-CIO, hereinafter called the "Federation." (Headings are for reference only).

ARTICLE I PREAMBLE

WHEREAS, the Board and the Federation believe in the importance of schools as an agency for the preservation and extension of our democracy; and

WHEREAS, the parties to this Agreement have a common goal of providing the best possible education for all children; and

WHEREAS, the Board and the Federation are mutually committed to the human rights and dignities of all, and to policies and programs of racial integration and desegregation as being necessary to good education, good management and good government; and

WHEREAS, the parties to this Agreement are mutually committed to the necessity of equal educational opportunity for all pupils enrolled in the Melvindale-Northern Allen Park Public Schools with no exclusion from any program on the basis of race, religion, creed, social or economic status; and

WHEREAS, the success of the Melvindale-Northern Allen Park Public Schools educational program is directly related to the knowledge, skill and creative ability of teachers; and

WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classroom and the Board which is responsible for the operation of the school system; and

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into an exclusive Collective Bargaining Contract relative to rates of pay, wages, hours of employment and other conditions of employment; and

WHEREAS, the Federation has been selected as the exclusive representative for those teachers within the Bargaining Unit;

NOW, THEREFORE, the parties agree as follows:

ARTICLE II DEFINITIONS

- A. "School" includes any work location, functional division or group in which a grievance may arise.
- B. "Principal" includes the immediate supervisor of any work location, functional division or group.
- C. Pronouns are written in the masculine and singular only but will be read as if written in the plural, feminine or neuter.
- D. "Federation Representative" means the Federation building representative or a designee whose name has been disclosed by the building representative to the building principal.
- E. "Transfer" means a change from one teaching position to another teaching position.
- F. "Seniority" shall be defined as total years of contracted service to the Melvindale-Northern Allen Park School District computed from the first day they reported for work. Part-time contractual employment, limited contracted employment, and substituting while on layoff shall not interrupt years of service and shall be prorated. Laid off contracted teachers on the preferred substitute list shall accrue seniority for each day worked as a substitute as per Article XVIII, L. Advanced study, care for a sick member of the immediate family, work experience, maternity leave, military leave, federation position leave, sick leave, personal business leave, and funeral leave, suspension with pay and suspension without pay for ten days or less shall not be considered as interruption of years of service. All other approved leaves including suspension without pay for more than ten days shall not count as years of service but seniority is computed from the first day of employment minus the time of such leave. If a person resigns or otherwise leaves the employ of the district other than on an approved leave of absence and subsequently returns, seniority is computed from the first day they reported to work after returning to the employ of the Board.
 - 1. In the event two (2) or more teachers have equal seniority as defined above, the date of signing of contract by individual teachers will be used to establish the longest seniority.
 - 2. In the event two (2) or more teachers have equal seniority as defined above, the number of degrees will be used to establish the longest seniority.
 - 3. In the event two (2) or more teachers have equal seniority as defined above, the number of hours beyond the bachelor's degree will be used to establish the longest seniority.
- G. "Day" means working school day.
- H. "Teacher" means any member of the Bargaining Unit.
- I. "Preparation period" means a period in which the teacher is not assigned to a regular-programmed responsibility. This period will be self-directed in professional pursuits, and will be contained in the building or buildings in which the teacher has a professional responsibility.
- J. "Increment" means additional pay on the salary schedule for experience.
- K. "Posting" includes written notification to all teachers from the Central Office.
- L. "Board" means Board of Education.

- M. "Preferred Substitute" means a teacher who has been laid-off by the district.
- N. "Vacant" means a position will be considered vacant unless filled by a certified teacher under full contract.
- O. "Teaching position" means any job within the bargaining unit. A teaching position shall be described by a level, (K-5, 6-8, or 9-12), a building and a department, (secondary; social studies, science, etc. or elementary; classroom, art, music, etc.)
- P. "Assignment" is the work performed within a teaching position.
- Q. "Qualified" shall mean:
1. A teacher at the middle and high school level shall:
 - a. Be Michigan certified to teach in the subject and level.
 - b. Meet the present North Central Accreditation professional standards for the teaching field and/or subject standards.
 - c. Meet the No Child Left Behind requirements as adopted by the State of Michigan.

If the school district is not in compliance with all other North Central Accreditation Standards, then only (a) above shall apply.
 2. A self-contained elementary teacher shall:
 - a. Be Michigan certified to teach in the subject and level.
 - b. Meet the No Child Left Behind requirements as adopted by the State of Michigan.
 3. A special subject's elementary teacher shall:
 - a. Be Michigan certified to teach in the subject and level and
 - b. Meet the present North Central Accreditation professional standards for the teaching field and/or subject standards.
 - c. Meet the No Child Left Behind requirements as adopted by the State of Michigan.
- R. Elementary school shall henceforth refer to Kindergarten through grade (5th). Junior High School or Middle School shall be used interchangeably and be understood to henceforth refer to grade 6 through grade 8. High School or Secondary School shall be used interchangeably and understood to henceforth refer to grade 9 through grade 12.
- S. "Compensated Time Off" (CTO) means all personal sick leave and all personal business leave.

ARTICLE III STATUTORY POWERS OF THE BOARD

This agreement is not intended to abrogate the statutory powers of the Board to make reasonable rules and regulations, to manage, and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public school system, subject, however, to any limitations to any such powers imposed by this agreement.

Except as limited by the terms of this agreement, the Board of Education retains and reserves to itself all the rights, powers, authority, duties and responsibilities conferred upon it and vested in the Board of Education by the laws and constitution of the State of Michigan and the United States.

ARTICLE IV RECOGNITION

The Board of Education recognizes the Federation as the exclusive representative of all contracted certified instructional and licensed personnel including part-time and continuing substitutes, and said employees on approved leaves or laid off due to the reduction of personnel but excluding supervisory and executive personnel.

All work performed by members of the bargaining unit cannot be assigned to persons outside the bargaining unit. The duties of any teacher or responsibilities of any position in the bargaining unit shall not be increased, or transferred to persons not covered by this agreement without the prior written agreement of the Federation.

The Board agrees that supervisors or non-Federation personnel shall not be used at any time to displace teachers regularly employed in the bargaining unit, except in emergencies when teachers are not available or have refused to do the work as assigned. For the purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to recur.

ARTICLE V FAIR PRACTICES

- A. No person or persons, departments or divisions, responsible to the Board or the Federation will discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, handicap, family relationship, or membership in or association with the activities of the Federation or any other employee organization.
- B. The Federation will continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, handicap, or past membership or past participation in the activities of any employee organization.
- C. The Board shall allow the Federation to attempt to substantiate their claim of any pattern or design, followed by the Board or any of its designees that would cause any individual or group of individuals personal harm or lack of proper consideration, because of his Federation membership or activities.

**ARTICLE VI
 QUALIFICATIONS FOR EMPLOYMENT -
 NEW TEACHER - SUMMER SCHOOL -
 COACH AND ATHLETIC ASSISTANT**

- A. A teacher will meet the requirements of the State of Michigan and the No Child Left Behind regulations as adopted by the State of Michigan for the position in which he/she is to be employed.
- B. The place of residence will not be a condition of employment.
- C. If there are more qualified applicants (State Certification) than there are summer school positions (this does not include summer continuation or during school year extra-contractual assignments) to be filled, preference shall be given in the following order:
 - 1. Teachers who are properly certified to teach in the general subject area.
 - 2. Teachers teaching position during the school year.
 - 3. On a rotation basis according to seniority. (The following example will apply when seniority pertains.)

Example:

QUALIFIED APPLICANTS	SENIORITY	NUMBER OF SUMMER SCHOOL CLASSES TAUGHT (within last three years)
Teacher A	9-01-67	3
Teacher B	9-02-68	2
Teacher C	10-02-76	2
Teacher D	10-03-76	3
Teacher E	9-01-89	-
Teacher F	9-03-90	3
Teacher G	1-20-91	-

The following is the order of selection for the summer school position for the year in the example above:

- 1. Teacher E
- 2. Teacher G
- 3. Teacher B
- 4. Teacher C
- 5. Teacher A
- 6. Teacher D
- 7. Teacher F

- D. All coaching and athletic assistant positions shall be posted with consistent qualifications. Qualifications, selection and appointment of coaches and athletic assistants will be determined by the Board of Education or its designee.

- E. The Board will provide flu shots at Board expense on other than school time at a time and place determined by the Board.
- F. A proposed teacher must agree to the provisions of Article VII relative to payment of dues or service fees.
- G. Any individual contract between the Board and the teacher heretofore executed shall be subject to and consistent with the terms and conditions of this agreement. Any individual contract hereafter executed shall be in the form provided in Appendix B and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- H. A teacher, who has not previously attained tenure, under the Michigan Teachers' Tenure Act, MCLA 38.71 **et. seq.**; MSA 15.1971 **et. seq.**; in a position other than as a classroom teacher, who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such nonclassroom position but shall be deemed to have continuing tenure as an active classroom teacher.

**ARTICLE VII
RIGHTS AND RESPONSIBILITIES OF BARGAINING AGENT**

A. During the life of this agreement, the Melvindale-Northern Allen Park Board of Education's (Board) Designee will deduct Melvindale Federation of Teachers (Federation) dues or service charges from the pay of each teacher who voluntarily executes and delivers to the Board either of the following authorized forms:

1. "FORM A" - VOLUNTARY AUTHORIZATION OF DEDUCTION OF UNION DUES

I authorize the Melvindale-Northern Allen Park Board of Education (Board) to deduct Melvindale Federation of Teacher (Federation) dues from my salary in an amount equal to 1/9 the annual dues each month for a period of nine (9) months, beginning in October of each school year. This amount will be certified to the Board prior to the commencement of school and be remitted to the Federation at such time and manner as may be agreed upon between the Board and Federation.

This authorization will remain in effect and be automatically renewed for the period of each succeeding applicable Collective Bargaining Contract between the Board and Federation unless revoked by me in writing with notification to the Board and Federation or until such time that my employment is terminated.

I authorize the Board to change the amount of monthly deduction to reflect the approved amount established by the Federation membership acting in accordance with the Federation constitution, providing such changes have been properly certified to the Board by the Federation in accordance with this Collective Bargaining Contract.

Dues paid to the Federation are not deductible for federal income tax purposes; however, under certain circumstances dues may qualify as a business expense.

SIGNATURE _____
NAME (Please print) _____
SOCIAL SECURITY NUMBER _____
HOME ADDRESS _____
CITY/STATE/ZIP _____
HOME TELEPHONE NUMBER _____
DATE OF AUTHORIZATION _____
DATE OF DELIVERY TO THE BOARD _____

2. "FORM B" - VOLUNTARY DEDUCTION OF SERVICE CHARGE

I authorize the Melvindale-Northern Allen Park Board of Education (Board) to deduct Melvindale Federation of Teacher (Federation) service charges from my salary in the amount equal to 1/9 the annual service charge each month for a period of nine (9) months beginning in October of each school year. This amount will be certified to the Board prior to the commencement of school and be remitted to the Federation at such time and manner as may be agreed upon between the Board and Federation.

This authorization will remain in effect and be automatically renewed for the period of each succeeding applicable Collective Bargaining Contract between the Board and Federation unless

revoked by me in writing with notification to the Board and Federation or until such time that my employment is terminated.

I authorize the Board to change the amount of monthly deductions to reflect the approved amount established by the Federation membership acting in accordance with the Federation constitution, providing such changes have been properly certified to the Board by the Federation in accordance with this Collective Bargaining Contract.

Service charges paid to the Federation are not deductible for federal income tax purposes; however, under certain circumstances service charges may qualify as a business expense.

SIGNATURE _____
NAME (Please print) _____
SOCIAL SECURITY NUMBER _____
CITY/STATE/ZIP _____
HOME TELEPHONE NUMBER _____
DATE OF AUTHORIZATION _____
DATE OF DELIVERY TO THE BOARD _____

- B. The following certification form will be used by the Melvindale Federation of Teachers (Federation) when certifying membership dues and service charges.

"Certification of Melvindale Federation of Teachers Dues and Service Charges"

(Date)

To Melvindale-Northern Allen Park Board of Education:

I certify, until further notice, that the membership dues payable under Article VII of the current Collective Bargaining Contract is \$ _____ per month for the months October through June and the service charge is \$ _____ per month for the months October through June.

Signature of Financial Officer _____
Date of delivery to the Board _____

- C. Payroll deductions will be made only from the pay due the teacher on the first pay day of the calendar month provided, however, the initial deduction for the teacher will not begin unless a properly executed "Voluntary Authorization for Deduction of Federation Dues" or "Voluntary Authorization for Deduction of Service Charge" has been delivered to the Board fifteen (15) calendar days prior to the first calendar month and a certification of the Federation's Financial Officer as to the amount of dues or service charge has been delivered to the Board ten (10) days prior to the first pay in the month of October. Deduction for dues or service charge may be subject to change as often as necessary for the state and national Federations but only twice for the local Federation within each school year by certification of the Financial Officer of the Federation.

A teacher may revoke his "voluntary authorization" for deduction of Federation dues or service charge at any time by written notification to the Board provided notice of such revocation is given to the Federation. Payroll deductions will terminate when a revocation has been delivered to the Board at least thirty (30) calendar days prior to the first day of the calendar month.

All sums deducted by the Board will be remitted prior to the next pay day to the Financial Officer of the Federation, together with a list of names and the amount deducted for each employee for whom a deduction was made.

The Board will not be liable to the Federation for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the teacher. In addition, the Federation will indemnify and hold the Board harmless from any liability claims, deductions, costs and attorney fees incurred by the Board in connection with this Article of the Collective Bargaining Contract. The Federation agrees to reimburse the Board for the amount of any money deducted by the Board and paid to the Federation which deduction is determined to be illegal or improper or is in excess of a proper deduction.

As a condition of employment, each member of the Bargaining Unit beginning with October 1970, or the first complete month following thirty (30) calendar days of employment in the Bargaining Unit whichever is later, and monthly thereafter during October through June of each year during the life of this contract, will tender to the Federation periodic and uniformly required union dues in the amount stated in Article VII, A-1 or in the alternative a service charge in the amount as stated in Article VII, A-2.

The effective date for the termination of employment of a teacher who fails to comply with this Article of the Collective Bargaining Contract will be the end of the school year in which the teacher's failure to comply occurs.

However, no teacher's employment will be terminated unless the Federation: (1) First notifies the teacher by letter, explaining that he is delinquent in not tendering Federation dues or a service charge, (2) specifying the current amount of such delinquency, and (3) warning him that unless such dues or service charge or a properly executed authorization are tendered within thirty (30) calendar days of such a notice, he will be reported to the Board for termination of employment. (4) The Federation has furnished the Board with a copy of the letter sent to the teacher and notice that the teacher has not complied with the Federation's request. The Federation will request the Board to terminate a teacher's employment by the delivery to the Board of the following written notice:

"The Federation certifies that:

NAME _____ ADDRESS _____

has failed to tender either the periodic and uniformly required Federation dues or service charge required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of the Agreement, the Board will terminate the employment of the teacher.

Date of delivery to the Board

Federation Financial Officer"

The Board agrees that within five (5) days of receipt of the notice of a request to terminate, it will notify the teacher within the tenure requirements that his services will be terminated at the end of the current school year and further that the Board will, at the next meeting of the Board, after receipt of the termination notice from the Union, proceed to terminate the employment of the teacher within the tenure requirements. The Board agrees that after it has received termination notice from the

Federation, that it will not accept dues or service charge from the teacher without the consent of the Federation. If any suit or proceeding of any kind is brought against the Board, in which a teacher or any organization in the Teacher's behalf contest the provisions of this Article, the Federation agrees to reimburse the Board, promptly on demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in a suit or proceeding and also for any and all back pay or other damage for which the Board may be adjudged liable in such suit or proceedings. The Federation further agrees that if it fails to reimburse the Board promptly upon demand for the aforesaid fees and damages, the Board will be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Federation to the Board, until paid in full, all membership dues collected by the Board on behalf of the Federation. The foregoing also applies to any reasonable fees and legal expenses incurred by the Board, and any back pay liability or other damages imposed on the Board in any teacher's tenure act proceeding which may be initiated by the Board in order to implement the provisions of this Article of the Collective Bargaining Contract.

D. In addition to the deduction of Federation dues, deductions will be made for the following when authorized by the teacher;

1. Insurance premiums;
2. Michigan Educational Credit Union;
3. Approved Annuity Program

Reduction shall be made for approved annuity programs when authorized by the teacher for either a 21-pay basis or for each pay received. Changes in the amount may be made at any time. A joint committee of representatives from the Federation and Board of Education Teams may be formed to review and recommend to the Board of Education additional acceptable annuity programs to be available for teacher consideration and acceptance.

E. No union dues other than Federation dues will be deducted.

F. At any time during a meeting with an administrator, a teacher may request Federation representation. Upon this request the meeting will be recessed for three (3) days so that a date can be arranged between the administrator, teacher, and Federation representative.

G. If it is necessary for Federation officers or their alternates to attend a Michigan Administration Board hearing, trial, election, etc. relative to School District business, such absences will not be charged against CTO days.

H. The President of the Federation will receive one (1) period of released time with pay per instructional day (non-cumulative).

I. A building representative will have released time to process general teacher grievances, attend meetings called by the Administrator, and aid staff members in professional problems, providing classroom teaching is not interrupted or reduced.

J. A representative of the Federation Executive Board will, following the first fifteen (15) school days, make an appointment with an appropriate central office secretary to update their bargaining unit directory with names, addresses, and telephone numbers (if not unlisted). The appointment will take place within five (5) days of the request. This procedure may be followed periodically throughout the school year.

- K. The first and second Tuesday of each month will be reserved for after school meetings of the Federation.
- L. All social activities sponsored by the bargaining representative will be held outside the regular duty day except an opening day luncheon and a retirement luncheon.
- M. The Board will make available, within a reasonable time, to the Federation upon request any information, statistics, and records which it has available or which may be obtained without undue difficulty; and which may be mutually agreed to be necessary to make intelligent decisions relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
- N. With respect to matters affecting the working conditions, salary, wages and hours of employment, the Board will make no changes without prior negotiations with the Federation.
- O. The Federation will be granted a place on the regular Board agenda upon written request of the Federation, delivered to the superintendent's office not later than 11:00 a.m. of the Wednesday immediately preceding the meeting, consistent with Board policy. This deadline will be waived for grievance requests, if the superintendent's answer in Step 2 of the grievance procedure is required by contract, the Thursday immediately preceding the meeting.
- P. A bulletin board will be provided in each building including central office exclusively for Federation use. Notice placed on the bulletin board and in the teacher's mailboxes will bear the written approval of a Federation building representative as shown by his initials or by his signature.
- Q. A visiting Federation representative will notify the principal of his presence in the building.
- R. The Federation will be provided with five (5) copies of any Melvindale-Northern Allen Park School District bargaining unit agreement within ten (10) days of distribution.
- S. The Board shall give to the Federation president a draft copy of the full minutes of any Board meeting eight (8) days after the Board Meeting.
- T. The Board shall give in writing to the Federation president the list of extra-contractual positions as listed in Article X, E and personnel who hold those positions within twenty (20) days following the placement. After the start of each program, the Board shall give in writing to the Federation president within fifteen (15) days a list of any change in the above list.
- U. Law Saving Clause - The contract may only be altered by a final decision of the highest State court or a lower court when no appeal has been made. The Board and Union will immediately negotiate for substitute language in accordance with the decision of the court on the relevant section(s).

**ARTICLE VIII
TEACHER RIGHTS AND BENEFITS**

A. INJURIES AND ILLNESS

1. During the first days of disability, arising out of and in the course of employment by the Board, the Board will pay a teacher his full salary until Worker's Compensation insurance benefits for loss of income commence. Thereafter, a teacher sustaining any injury arising out of and in the course of employment by the Board will be compensated in accordance with the provisions of the Michigan Worker's Compensation Act. Further, the Board will pay to the teacher a sum which, inclusive of Worker's Compensation and other disability benefits, will total not to exceed eighty percent (80%) of the teacher's regular salary, while the teacher is unable to return to work, for not to exceed one (1) calendar year. Provided, however, that if the teacher's disability is the result of a student assault that occurs on school property and arises out of and in the course of the teacher's employment, the teacher may draw upon the CTO/leave without waiting for ten (10) days to expire, and whether the teacher has worked a minimum of thirty (30) days for the School District, a sum which inclusive of Worker's Compensation and any other disability benefit provided, will equal 100% of the teacher's straight regular salary according to the Salary Schedule, for not to exceed one (1) calendar year. Absences will not be chargeable against a teacher's sick bank until the teacher has been absent for one (1) calendar year.
2. Before returning to work after an operation, injury or serious illness, a teacher will present to the Board Central Office a statement from his doctor stating that the teacher has satisfactorily recovered and is able to return to work. The Board may direct that the doctor's statement be corroborated by a statement from a doctor selected by the Board. If the dispute still exists, at the request of the Federation, the school physician and the employee's doctor will agree upon a third doctor to submit a report to the Board and to the teacher and the decision of such third party will be binding on both parties. The expense of the third doctor will be shared equally by the Board and the teacher.
3. A teacher who suffered a school-connected injury or any sickness which causes him to be disabled, will be reinstated with all pay increments he would otherwise have normally earned during the time of disability during the first year following the commencement of the disability. Upon return, the teacher will be assigned to his original position or to a position of like nature, seniority, status and pay.
4. In case of partial disability resulting from either illness or injury, verified by medical certification, which may incapacitate a teacher from discharging his full duties, his position and assignment will be adapted to the disability whenever possible. In such case, salary will be mutually agreed upon by the Board with the teacher and the Federation and nothing herein will preclude such agreement being reached.

B. INSURANCE

1. The Board of Education will provide Life Insurance equal to \$60,000.00 with Accidental Death and Dismemberment (Double indemnity for accidental death).
2. The Board will provide Blue Cross Blue Shield medical insurance or Health Alliance Plan Hospitalization and prescription coverage with \$10.00 co-pay. (See Community Blue PPO and HAP benefit summaries attached and Part d. below.)

- a. The Board will pay a pro-rated portion of the hospitalization and medical coverage for a regular part-time teacher desiring hospitalization (50% of Full Day and up).
- b. Hospitalization, prescription and life insurance premiums will be paid by the Board for two (2) months following the use of all CTO/disability days to which a teacher is entitled (See part d. below.)
- c. DCCR-Dependent Child Rider will be in effect. (See Community Blue PPO and HAP benefit summaries attached.)
- d. Any other provision of this agreement notwithstanding, all teachers shall be liable for a portion of the premium payment for their hospitalization, medical and prescription insurance. For the duration of this agreement and until changed by the parties; a full-time teacher will pay five percent (5%) of the total cost of their hospitalization, medical and prescription insurance, to the maximum of \$62.50 per month.

3. Dental Insurance

100% paid dental insurance policy will be provided to a full time teacher by the Board with the following Benefit Structure:

PERCENT PAYABLE FOR ELIGIBLE EXPENSE/BASIC BENEFITS

- 100% Basic Services - Procedures employed in evaluating existing conditions and the dental care required; i.e. examinations; consultations; diagnosis and diagnostic aids.
- 100% Preventative Services - Dental procedures or techniques employed to prevent the occurrence of dental abnormalities or disease, i.e. prophylaxis; topical applications of fluoride solution; instruction in the proper fluoride intake.
- 85% Necessary Radiographs (X-Rays)
- 85% Restorative Services - Techniques employed to rebuild, repair, or reform the tissues of the teeth, i.e. amalgam, synthetic porcelain and plastic restorations. Gold restorations, free standing crowns and jackets when the teeth cannot be restored with another filling material.
- 85% Oral Surgery Services - Extractions and all other oral surgery procedures including pre- and post-operative care.
- 85% Endodontic Services - Procedures for the treatment of non-vital teeth.
- 85% Periodontic Services - Treatment of diseases of the gums and supporting structures of the teeth.

ADDITIONAL MAJOR BENEFITS

- 80% Prosthodontic Services - Bridges, crowns, partials and complete dentures. Crown and Bridge repairs. Maximum Benefit for above Basic and Major Benefits - \$1,000.00 per person per contract year.

SUPPLEMENTAL ORTHODONTIC BENEFITS

50% Orthodontic Services - Necessary treatment and procedures required for the correction of malposed teeth. Lifetime Maximum Benefit of \$1,500.00 for employees and dependents up to age 19.

The Board reserves the right to name the carrier.

4. Long Term Disability and Managed Sick Leave Policy

The Board shall provide at no cost to the teacher or bargaining agent a policy which will guarantee disability income benefits to a teacher who is unable to perform his or her duties because of illness or conditions physical or mental (excluding the following conditions of Appendix A.) See Appendix A. The Board reserves the right to name the carrier.

The teacher is responsible to use leave days (CTO and sick days) to be paid through the first forty-five (45) calendar days of the illness. If the employee does not have leave days to use, these days will be unpaid (docked). On the forty-sixty (46th) day of illness the insurance program will start and continue payments, according to the specifications of the policy, providing the teacher provides a statement from the doctor stating the illness and that the employee is unable to perform his/her duties.

The coverage and benefits of Appendix A will remain the same; the benefits are of the minimum allowed by the contract and only an increase of benefits will be accepted. All other procedures, definitions and requirements will not be changed or altered. All future policies cannot deviate from the specifications detailed in Appendix A. The carrier will be the sole decision of the Board providing the Federation has the guaranteed right to eliminate or refuse any carrier which does not meet all the specifications in Appendix A before Board adoption of the carrier.

- a. A teacher receiving benefits from the insurance company will be considered on sick leave for the length of the disability. Upon return, seniority and pay step to be determined by Article VIII, Section E (Leave of Absence).
- b. Any forms filled out by the teacher in order to collect benefits from the company or any other processes or procedures required by the insurer, will not be used by the Board or its agents to negate or modify any of the teacher's contractual or statutory rights with the Board of Education, other than those financial rights replaced by the policy. It will be clear that such requirements are being followed for financial benefits only.
- c. Hospitalization and group life insurance premiums will be paid by the Board for two (2) months following the use of all sick leave days to which the teacher is entitled.
- d. The teacher will be able to participate fully in all contractual group fringe benefits at his own expense at the group rate, once the contractual obligations of the Board contributions these group benefits expire.

Failure of the carrier to meet the provisions of this contract will result in the Board and Federation initiating appropriate legal action to protect this provision of the contract. Costs to be shared equally.

5. The Board will provide vision insurance with the following benefit structure:

Examination:	\$32.00	Lenticular Lenses:	\$72.00
Regular Lenses:	\$42.00	Contact Lenses:	\$100.00
Bifocal Lenses	\$48.00	Frames:	\$18.00
Trifocal Lenses:	\$60.00		

Benefits are available once every twenty-four (24) months.

6. A teacher who receives hospitalization and prescription benefits from another source may decline hospitalization and prescription benefits under this contract. In lieu of said benefits, the teacher shall receive a stipend of \$2,000.00 per school year (payable in twenty [20] equal installments of \$100.00 each, starting in September). This option must be elected prior to the school year and cannot be revoked during the school year unless the teacher's current hospitalization benefits are changed or terminated (the stipend will then be prorated for the months that it was in effect).
7. The Board shall not provide dual hospitalization and prescription insurance coverage to spouses, both of which are employed by the Board. If both employees are covered by any contract, one spouse shall select the stipend provided in Section B. 6. above, or the cash in lieu of health insurance option in this contract.

C. TEACHER'S PROPERTY

1. The Board will reimburse a teacher within fifty (50) days of a claim made to the Board for the teacher's property loss sustained under the following conditions:
- a. Personal property, used for educational instruction when written approval for such use is obtained in advance from the Principal.
 - b. Clothing torn or damaged by children in the classroom in school or on a field trip.
 - c. Teacher's automobile damaged on school property.
2. Three (3) descriptive copies of a claim will be given to the Board by the teacher within five (5) days upon receiving information that damage occurred on school property.
3. Decision by the Board will be made within thirty (30) days of their filing of the claim. If the claim is granted, payment by the Board will be made within twenty (20) days.
4. A determination by the Board relative to such a claim will be final.

D. MISCELLANEOUS TEACHER RIGHTS AND BENEFITS

1. Teacher will have an assigned desk and an adequate filing cabinet. A dictionary will be provided in each classroom in both the elementary and secondary schools.
2. A teacher will not be required to transport students.
3. A teacher will have a duty-free lunch period. A teacher may leave the building to which he is assigned during his lunch period except that on inclement weather days, in the elementary

schools, a teacher will be available for assigned duties after the lunch period. Inclement weather days will be defined as days when the temperature, rain, snow, mud or icy conditions on the playground present a hazard to the health or safety of the students.

The definition of inclement weather days shall be consistent throughout the district. All inclement weather days will be recorded at the school. This record will be available to the Federation upon request.

4. The regular duty day of teachers, including lunch period, shall consist of seven and one-quarter (7¼) hours. Beyond the regular day, teachers will be required to be in attendance at least ten (10) hours per year at unpaid building(s) or district-related activities or events. Five (5) of these hours must be in the teacher's assigned building. It shall be the responsibility of the teacher to log his/her hours of attendance and report such hours to the building principal at the end of the school year on a form provided by the Superintendent.
5. a. The scoring and recording of standardized tests that are Board of Education assigned shall not be the responsibility of the classroom teacher.

The principal's office staff will complete the preparations of CA-60.

b. Clerical help will be provided kindergarten teachers at the beginning and end of each year. Additional time for Parent-Kindergarten teacher conferences will be provided at the discretion of the principal.
6. Nothing in this section shall violate information whose confidentiality is provided for by law.
 - a. Teachers shall have the right to inspect, comment upon and shall be given a duplicate of the material in their own individual personnel file.
 - b. A copy of administrative or parental compliments, complaints, evaluations or any other material shall be given to a teacher whenever such material is placed in the teacher's personnel file. If there is a written follow-up to such material, the teacher shall receive a copy.
 - c. A teacher shall have the right to submit a written response to any material filed. Such response shall be included in the teacher's individual personnel file and attached to the copy of the related material.
 - d. The personnel file shall constitute the official employment record of the teacher. It is recognized that only material which has been placed in the teacher's personnel file following the above procedure may be used as a basis for official action against a teacher.
 - e. All documents, communications and records dealing with a grievance shall be filed separately from the personnel file.
 - f. The teacher shall have the right to remove any material in his own individual personnel file that is four (4) or more years old providing the teacher is not currently involved in corrective action.
7. a. A teacher shall have at least five (5) preparation periods per week totaling not less than 275 minutes. Whenever feasible, the Board will provide for a location within each school that is

private and equipped with a telephone for teachers to use in carrying out their professional duties requiring communications by telephone. Elementary classroom teachers will not need to be present during their scheduled library instruction time (20 minutes per week).

- b. Elementary classroom teachers will group before and after school time in blocks of fifteen (15) minutes each.
 - c. A secondary teacher will not be responsible for more than three (3) different class preparations per day without his consent.
8. A teacher will be assigned to work in his/her Highly Qualified certification per the No Child Left Behind regulations as adopted by the State of Michigan. A teacher will not be assigned to subject areas outside his/her major or minor certification except on a temporary basis (not to exceed the remainder of the school year.)
 9. Building meetings will be scheduled on school time whenever possible, without infringing upon class time.
 - a. Building meetings, when called by the principal, will begin fifteen (15) minutes after school on the third (3rd) Tuesday of each month.
 1. An agenda of the meeting shall be provided to each teacher no later than the end of the school day on the 3rd Monday of each month.
 2. An additional three (3) meetings may be called at the discretion of the principal.
 3. The meetings will not exceed one (1) hour in length.
 4. Teacher attendance will be mandatory.
 - b. The date of 'Open House' shall be at the discretion of the building principal.
 1. On the day of 'Open House', school will be dismissed two (2) hours early.
 2. Teacher attendance will be mandatory.
 3. Teachers shall arrive no later than fifteen (15) minutes prior to the start and shall remain at least fifteen (15) minutes after the close of the scheduled time.
 4. The scheduled duration of 'Open House' shall not exceed one and one-half (1½) hours.
 10. Assignment and Transfer:
 - a. Vacancies will be posted as they arise in grades K-12 within five (5) days after the Board is made aware of the vacancy. A final posting will be mailed on or about August 1st. Vacancies occurring after August 1st will be posted on web site and via e-mail at www.melnap.k12.mi.us.
 - b. A request to fill a vacancy or transfer will be obtainable from the superintendent's office or the web site. In order for a request to be considered, a teacher will state the school-requested position and/or assignment. The completed form will be sent to the

superintendent's office. Posting will be made available within fifteen (15) days from the date a vacancy is filled as to whether the request was granted or denied.

- c. No teacher will be transferred against his will without valid and demonstrable reason.
- d. If there is more than one applicant equally qualified to fill a vacancy, the applicant with the greatest seniority will be granted the transfer.
- e. A teacher will be informed of his tentative teaching assignment for the following school year prior to summer recess.
- f. No teacher shall hold two or more extra contractual positions that require his supervision or presence at the same time.
- g. When an appropriate room is vacated by a leaving teacher or a transfer, teachers in the building will be allowed to request the room. The teacher with the most seniority will be given the room unless circumstances make the move unfeasible.
- h. The interim openings are to be filled at the discretion of the Board.

A decision as to the individual to fill the permanent position will be made within a reasonable time.

- i. Where transfers are required because all or part of the student body is moving to a new or different school, the staff of the school being closed or reduced shall have the first choice of any vacant positions created by the movement of the students (choice to be based on seniority, the most senior person to choose first).
- 11. When a teacher leaves the building during the school day, he must first notify the principal or designee, except at regularly scheduled lunchtime.
 - 12. On any day during which a teacher is engaged in activity or business under the direction and approval of the Board, he will not be regarded as absent, even though such activity might require the teacher to be present in a place other than that of his regular assignment. The following items are listed as examples (inclusive but not exclusive).
 - a. Attendance at institutes or conferences.
 - b. Serving on educational committees or commissions such as those established by the Legislature or State Department of Public Instruction.
 - c. Visiting days to other schools or school sponsored trips.
 - d. Absence occasioned by programs of the Michigan Federation of Teachers and the Melvindale Federation of Teachers for educational activities.
 - 13. a. In grades K through 6, if the maximum number of students in a regular classroom exceeds the limits stated in Article VIII, Part D, #7, a. (class size) except for specialized instruction or experimental instruction or subject matter which permits larger class sizes such as chorus or band and physical education, 1/2 hour of secretarial help will be provided on a cumulative basis each week per student in excess of the limits. This secretarial help must be requested in writing and may be accumulated for up to one calendar month. The help

must be provided within twenty (20) days of the written request when at least four (4) hours have been accumulated.

- b. A Federation representative may meet with the principal to review class size and the schedule. The principal shall make himself available within two (2) days of notification by the Federation.
 - c. In reimbursable Special Education classes, class size will not exceed Michigan Department of Education standards.
14. A payroll schedule will be distributed at the commencement of the school year giving a full-time teacher the option of choosing a ten or twelve month pay plan. This option will be available no later than Friday of the first week of school and will be irrevocable for that year. In the absence of such a timely election, a teacher will be paid according to the ten-month pay plan.
 15. Whenever possible, the Board will provide for the handling, by non-certified personnel, of lunchroom responsibilities. The Board will provide for the handling of non-teaching duties (such as playground supervision, money collection and routine clerical chores) by non-certified personnel.
 16. Soft drink vending machines may be installed, at the request of the majority of the teachers, in the teachers' lounge in each building. All financial and operational arrangements will be the responsibility of the Federation. The net proceeds will be used for the "Federation Scholarship Fund." Soft drink vending machines shall not be removed without justifiable reason and consultation with the Federation.
 17.
 - a. A teacher will furnish the Central Office his address and telephone number and promptly notify the office of any change. The teacher's telephone number will not be published in the directory if a teacher so requests.
 - b. The Board will issue an identification card to a teacher which will serve as a pass for the teacher and his family to all athletic events and other events sponsored by the School District.
 18.
 - a. No position will be permanently filled by a substitute teacher.
 - b. A substitute will be provided for a special teacher who is scheduled for one building, while another building at which he teaches is having a workshop applicable to him.
 - c. A teacher will not have his normal class load increased by acting as substitute for an absent teacher unless he agrees to do so and no other substitute is available. If a teacher relinquishes his regular preparation period on a continuous basis for financial remuneration, he must make up his preparation time on a daily basis immediately following the regular school day. A teacher may substitute only during his designated preparation period. In the case of emergency, counselors may be used as substitutes at any time. A teacher's regular assignment shall not be canceled to act as a substitute.
 19. A kindergarten pupil will receive a minimum of thirty (30) minutes of gym instruction each week.
 20. Requisitioning and budgeting will be categorized as follows:
 - a. K through 1

- b. 2 through 5
- c. 6 through 8
- d. 9 through 12

Upon reasonable request, daily teaching supplies (pencils, staples, Scotch tape, folders, chalk, etc.) shall be given the teacher within budget limits.

- 21. Regularly scheduled testing will be scheduled at times which are least disruptive to the instructional program.
- 22. A student teacher will be assigned only to a tenured teacher who is permanently certified for the grade level and subject, who voluntarily accepts the assignment.

No teacher will be assigned more than one (1) student teacher in a period of four (4) consecutive semesters when other teachers in that subject are willing and available. The Federation will be provided with a list containing all assignments.
- 23. The Board will provide a copy of the Collective Bargaining Contract to each teacher within forty-five (45) days after execution.
- 24. Elementary and middle school report cards will be distributed every ten (10) weeks. High school report cards will be distributed three (3) times in a semester. It will be the professional responsibility of the teacher to notify the parents in advance if the student is not meeting the class requirements. A standardized form will be available in the office.
- 25. The Board of Education agrees to use and maintain a district wide call-in system for absences.
- 26. The Board shall provide a safe working station, free of hazards, to the health and safety of the teachers and students.
- 27. Monitoring - All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and any similar devices, shall not be used without the full knowledge and consent of the teacher.
- 28. During the period of a teacher's employment and thereafter, a teacher shall have and retain all property and copyright interests in and to any book, article, publication, motion picture filmstrip, recording musical composition, curricular outline, teaching materials, or other creative or copyrightable work, written, composed, created or devised by such teacher. The Board reserves the right to use the material without cost or royalties which might be incurred due to copyright interests.
- 29. In the absence of the principal or secretary, or in exceptional situations, a teacher may be required to administer medication to a student. The teacher must have access to a form minimally indicating parental consent, physician's signature, amount to be given at school, and a description of the medications. The Board will carry a minimum of \$1,500,000 liability insurance for members of the bargaining unit.
- 30. a. In year one of this contract (2006-2007) the Board will continue to provide three (3), one-half (1/2) day sessions in the fall and three (3), one-half (1/2) day sessions in the spring for teacher/parent conferences at the elementary and middle school levels. The Board will

provide two (2) one-half (1/2) day sessions and one (1) day with no teacher instruction in the fall and two (2) one-half (1/2) day sessions and one (1) day with no teacher instruction in the spring for teacher/parent conferences at the high school level. The teacher/parent conferences shall occur the last three days of the 2nd week following the end of the 1st and 3rd marking periods. Teacher attendance will be mandatory.

The three (3) days for elementary and middle school teacher/parent conferences shall be as follows:

- 1st day: Morning with regular student instruction.
One (1) hour lunch period.
Afternoon available for teacher/parent conferences until regular dismissal time.
Evening available for teacher/parent conference from 5:30 - 8:00 P.M.
- 2nd day Morning with regular student instruction.
One (1) hour lunch period.
Afternoon available for teacher/parent conferences until regular dismissal time.
- 3rd day Morning with regular student instruction.
Teachers may leave five (5) minutes after student dismissal.

The three (3) days allotted for high school teacher/parent conferences shall be as follows:

- 1st day: Morning with regular student instruction.
One (1) hour lunch period.
Afternoon available for teacher/parent conferences until regular dismissal time.
- 2nd day: Morning with regular student instruction.
One (1) hour lunch period.
Afternoon available for teacher/parent conferences until regular dismissal time.
Evening available for teacher/parent conferences from 5:30 - 8:00 P.M.
- 3rd day: No regular student instruction-no teachers report.

In years two and three of this contract (2007-2008 & 2008-2009) the Board will provide one (1) one-half (1/2) day session in both the fall and spring and offer two (2) evening teacher/parent conference sessions with one (1) full day of no instruction as compensation for evening sessions at the elementary and middle school levels (see calendars for determined date.) The Board will provide two (2) one-half (1/2) day sessions and one (1) one-half (1/2) work day in the fall and two (2) one-half (1/2) day sessions and one (1) one-half (1/2) work day in the spring for teacher/parent conferences at the high school level. The teacher/parent conferences shall occur the last three days of the 2nd week following the end of the 1st and 3rd marking periods. Teacher attendance will be mandatory.

The three (3) days for elementary and middle school schedule of teacher/parent conferences shall be as follows:

- 1st day: Regular day of student instruction.
Evening available for teacher/parent conferences from 5:30 - 8:00 P.M.
- 2nd day Morning with regular student instruction.

One (1) hour lunch period.

Afternoon available for teacher/parent conferences until regular dismissal time.

Evening available for teacher/parent conferences from 5:30 – 8:00 P.M.

3rd day See calendar for determined date of no student instruction/no teachers report (as compensation for two (2) evening conference sessions.)

The three (3) days allotted for high school teacher/parent conferences shall be as follows:

1st day: Morning with regular student instruction.

One (1) hour lunch period.

Afternoon available for teacher/parent conferences until regular dismissal time.

2nd day: Morning with regular student instruction.

One (1) hour lunch period.

Afternoon available for teacher/parent conferences until regular dismissal time.

Evening available for teacher/parent conferences from 5:30 - 8:00 P.M.

3rd day: No regular student instruction – no teachers report.

- b. Any and all IEPs, METs, SRTs or any meeting pertaining to the Special Education Program or 504s may be held during fall and spring teacher/parent conferences. Scheduling will be done by the building principal in cooperation with the case manager.
- c. Any and all IEPs, METs, SRTs or any meeting pertaining to the Special Education Program or 504s that are not able to be held in sections “a” and “b” will be scheduled either before or after school.
- d. Any and all IEPs, METs, SRTs or any meeting pertaining to the Special Education Department or 504s will be scheduled by the administration in two ways:
 1. During regular teaching time with a substitute teacher being provided for the classroom teacher.
 2. Mandatory before or after school with 24-hour notice.

Every effort will be made to schedule all IEPs, METs, SRTs or any meeting pertaining to the Special Education Program, or 504s so that all parties involved can easily attend the meetings. Meetings held after school shall begin with fifteen (15) minutes after teacher dismissal time, unless a member of the bargaining unit is not present.

The administrator will log in the time the IEP, MET, SRT or meeting pertaining to the Special Education Program or 504 begins and ends.

Teachers will be paid for any time spent beyond the length of the regular teaching day.

E. LEAVE OF ABSENCE

An extended absence will be applied for and granted in writing. The superintendent will submit teacher's application for leave to the Board for approval. A teacher returning from leave will be placed by the administration, but it cannot be guaranteed that he will be placed in exactly the same position or school he left, except as specifically provided infra as to 1, 2, 3, 6, 9, and 10 infra. If a teacher gives written notice at least sixty (60) days before the commencement of school that he is returning from a leave at the commencement of school, he will be returned to the position he held at the commencement of the leave, providing the position is in existence, and if not, to a position of like nature, seniority, pay and status. If a teacher returns from a leave during the school year, he will be placed in a position of like nature, seniority, status and pay, as the position he held at the commencement of the leave. At the commencement of the next school year, he will be returned to the position he held at the commencement of the leave, providing the position is in existence, and if not, to a position of like nature, seniority, status and pay. In categories 4, 5, and 7 below, not more than 2% of the members of the bargaining unit may participate in any one school year.

A teacher on leave who wishes to return will notify the Central Office of his intent to return, at least sixty (60) days (calendar) before the commencement of the school year.

The Family Medical Leave is available for leaves regarding personal illness or injury, care for a sick member of the immediate family and maternity leaves. In reference to the Board Policy, the FMLA may be used by employees with at least one full year of service and at least 1,250 hours of work in the last 12 months. These requirements entitle the employee to a leave of up to 12 weeks in any one-year period. The leave may be continuous or intermittent contingent on the agreement between the employee and the CEO/Superintendent.

During the FMLA, the employee must use accumulated sick leave and/or personal leave prior to going on an unpaid status. Benefits will continue during the FMLA upon payment of appropriate contributions.

At the expiration of a leave of absence, including FMLA, if an employee has not notified the district of his intent to return to work and no extension has been granted, the Board shall hold a hearing and determine if the teacher has abandoned the employment of the district.

1. Care for a sick member of the immediate family:

Not more than one (1) school year for the care of a sick member of his/her immediate family, without pay and without increment ("Immediate family" is defined under the section on CTO/Leave). Sufficient proof that such leave is necessary, such as certification by attending physician, will be required by the superintendent before such leave shall be granted.

2. Personal illness or injury:

The Board will grant a leave of absence to a teacher who is unable to perform his regular duties for an extended period of time, not to exceed one (1) school year, for personal injury or illness, without increment and without pay, providing written certification of illness is received from a physician.

3. Maternity Leave (Covered under CTO/Leave and Long Term Disability):

- a. Within seven (7) weeks after delivery the teacher shall provide the Superintendent of Schools with a statement from her physician specifying the date when, so far as the health of the teacher herself is concerned and without respect to any aspect of care and feeding of the child, the teacher is able to resume full-time employment in her position without danger to the teacher's health and without impairment in any way to the teacher's ability to perform her duties. The date of resumption of employment of the teacher shall be the date specified by the teacher's physician.
- b. Consistent with the Elliot-Larsen Act, the teacher may apply CTO/Disability days to her maternity leave, provided this number does not exceed the number of CTO/Disability days to which she is entitled when her maternity leave begins.
- c. The Board reserves the right, at its option and expense, to have the teacher examined by a physician designated by the Board with respect to the proper ending date of the leave as set forth in sub-section "a" above. The teacher will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Board designated physician will provide the Board and the teacher with a statement specifying the same information as that required from the teacher's physician as described in sub-section "a" above. In the event of conflict between the statements of the two physicians, the school physician and the employee's physician will agree upon a third physician to submit a report to the Board and the teacher and the decision of the third physician shall control.
- d. It is agreed that failure of any teacher to comply with any of the foregoing requirements shall be just cause for termination of her services. Prior to the termination of services and if requested by the teacher a hearing before the Board will be granted allowing the teacher and Federation to present their case. Requests for a hearing must be made within five (5) days of notification of termination of services.
- e. If any part of this maternity leave section is ruled void, illegal or unconstitutional as a result of a court decision or legislative act, the Board and the Federation will renegotiate those parts of the maternity leave affected. In the event that any provision of this section is found to be contrary to law, all other provisions of this agreement shall continue in effect.

4. Advanced Study:

The Board of Education will grant a leave of absence for one (1) year or one (1) semester, without pay, but with increment, for advanced study in an educational institution of recognized rank upon written request.

5. Work Experience:

The Board of Education will grant a leave of absence, without pay but with increment, for work experience directed by the Board of Education (i.e., teaching in governmental programs as a foreign exchange teacher).

6. Child Care Leave:

- a. The Board of Education shall grant a child care leave of absence, without pay upon a written request for such a leave. Such leave will not be counted as credit toward steps on any salary schedule. Seniority will not be accrued on a child-care leave.
- b. The child-care leave will begin on the date set by the Board under (b) and will cease at the end of the school year. Upon Board approval the leave may be extended for an additional school year. The teacher shall specify her election as to the ending date of child-care leave in her application for such leave. Such election may not hereafter be changed without the written consent of the superintendent.
- c. Upon expiration of child care leave, the teacher will be returned to a position in the school district for which she is qualified, at the salary schedule step for which she is eligible when she left on leave.
- d. A teacher who suffers an interrupted pregnancy, stillbirth, or the death of any child for whom she received child care leave, may upon application to the superintendent be returned to service after appropriate medical certification by her doctor or school physician, prior to the regular child care leave granted, if a position for which she is qualified is available.
- e. In the event that a member of the bargaining unit with tenure status legally adopts a child, child-care leave may be requested and granted.

7. Military Leave:

A tenure teacher, who may enlist for one (1) period not to exceed four (4) years or to be conscripted into the defense forces of the United States for service or training, will be re-employed, but not necessarily in the same position, with full credit for annual increments under the salary schedule.

If not fulfilling previous reserve commitment, he/she will be on a leave of absence with pay after severing teacher duties during the first twenty (20) teaching days after severance.

8. Travel Experience:

The Board will grant a leave of absence, without pay or increment, for cultural travel, unless such absence will adversely affect the instructional program.

9. Federation Position:

Teacher who is appointed or elected to a full time position with the Federation will be granted a leave of absence without pay but with salary increment upon return. Such leave will be limited to one (1) staff member not to exceed two (2) school years.

10. Central Sick Leave Bank (CSLB)

- a. The purpose of this bank is to provide income continuation of any participating MFT member who has suffered a catastrophic illness and/or injury after exhausting his/her CTO/disability bank. Participating members will be defined as any member having

contributed to the CSLB as determined by the Melvindale Federation of Teachers. Those receiving the CSLB benefits will be treated as if using days from their personal CTO/disability bank until that employee can begin a disability sick leave.

- b. Criteria for the CSLB benefits are:
 - i. A person is eligible for these benefits only if he/she is a participating member of CSLB prior to suffering a catastrophic illness or injury.
 - ii. Any participating member suffering a catastrophic illness or injury (approved for CSLB) will immediately become eligible to draw from the CSLB once his/her personal CTO/disability bank has been exhausted.
 - iii. To be eligible for consideration to receive CSLB benefits, the participating member must submit a statement of verification from two (2) health care professionals, one of whom is the doctor, describing the nature of illness or injury, the treatment required, and duration of care.
 - iv. This illness/injury is so disabling or life threatening that the personal requires extensive treatment or convalescence.
- c. The CSLB will be funded by voluntary contributions from existing CTO/disability banks of the Federation Members. Each member of the Melvindale Federation wishing to participate will be able to do so in writing annually. The Melvindale Federation of Teachers will be responsible to establish, maintain and administer the CSLB. The CSLB records will be shared with Central Office.
- d. The CSLB distribution ends immediately upon the start of a disability sick leave.
- e. Denial of access to the CSLB benefit is not subject to the grievance procedure.
- f. The Melvindale Federation of Teachers agree to indemnify and hold the District harmless, and to release and forever discharge the District and its Board Members, officers, agents, employees and assigns from any and all complaints, expenses, claims for damage or injury, contribution and/or indemnification, judgments and causes of action of any kind, at law or in equity, including the payment of damages or judgments, and the provision of legal services or the payment of fees and costs incurred therefore, arising out of, or in consequence of this provision.

11. CTO/Leave:

- a. A teacher covered by this agreement will accumulate one and one-fifth (1.2) days of CTO/leave allowance, as defined herein, for each month the teacher receives pay in his regular yearly position but not to exceed twelve (12) days per year. Unused CTO leave days will accumulate and after the current year be designated as "Sick Bank." A teacher's absence will be first chargeable to his/her current CTO leave allowance, then "Sick Bank." A teacher, while on CTO leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement, except as herein stated.
- b. CTO leave will be advanced at the beginning of the school year. A deduction will be made from a teacher's final salary check for CTO leave used in excess of earned CTO leave if a teacher's employment is terminated prior to the end of the school year.

- c. The superintendent, or if she directs, each building principal, will establish a procedure for reporting expected absences to a central reporting point. The procedure will set forth the number of hours notice the teacher must give before returning to duty.
- d. A statement of his/her accumulated (CTO allowance/sick bank) days will be given to all teachers by the first pay period in October.
- e. No deduction in pay will result from absence from duty while a teacher is on CTO leave until his absence exceeds his CTO leave allowance and Sick Bank.
- f. Upon proper notice, indicating the cause, a teacher's absence, due to the following, may be charged against CTO leave:
 - i. Absence occasioned by a teacher's illness or injury;
 - ii. Absence occasioned by an emergency, illness or injury in the teacher's immediate family: "Immediate family" means spouse, child, parent, father-in-law, mother-in-law, grandparents, and any other relative or non-relative living or making his home in the household of the teacher. Nursing and babysitting services are not covered by this provision. This leave will not exceed three (3) consecutive days nor ten (10) days in a school year.
 - iii. Religious observance:
 All teachers shall be granted such days as shall be required by their religion for holy observance and abstention from work. Such days shall be deducted from CTO day accumulation. The teacher shall give five (5) days notice to his administrator.
- g. CTO leave allowance will not accrue, be used or granted for additional service such as night school, summer school, and supplemental positions and/or assignments. If a teacher's employment is terminated, all accumulated CTO leave allowance and Sick Bank will be forfeited. However, if a teacher resumes his employment and his absence has been through approved leave of absence or reduction of personnel, accumulated sick leave allowance will be restored.
- h. In case of absence, the teacher will notify the superintendent, or the principal, of his absence and return as noted in the contract. Failure of proper notice when a substitute has been placed on duty will result in deduction of one (1) day from the teacher's accumulated CTO leave allowance or Sick Bank.
- i. A teacher will not accumulate CTO leave during any month in which the teacher receives pay for less than the majority of the scheduled working days in that month.
- j. Any unused CTO days will be converted and placed into a bank from one contract year to the next contract year. This bank will be called the Sick Bank. Once a day is in this bank it can only be used for illness or injury. If three (3) or more consecutive days are used out of this Sick Bank, a doctor's script shall be required. No compensation or severance will be paid for any of these days.
- k. Any teacher that has exhausted all CTO and sick bank days must submit a doctor's script for each day of absence upon returning to work.

12. Involuntary leave:

A teacher may be requested to take Involuntary Leave when it has become apparent to the superintendent that the teacher is no longer able to physically and/or mentally discharge the duties of his position in a competent professional manner.

- a. Upon the recommendation of the superintendent and the approval of the Board, the superintendent may request in writing that a teacher take a physical or mental examination at Board expense, the results of which may be used for determining Involuntary Leave.
- b. When an examination is requested, a report of three (3) physicians will be required; one (1) physician will be selected by the teacher, one (1) selected by the Board and a third will be mutually agreed upon by both parties.
- c. Should the examination prove sickness, the teacher will be entitled to apply for personal illness or injury leave.
- d. A teacher requesting return from Involuntary Leave may return only upon the recommendation of the superintendent following a re-examination according to the procedures outlined (b) above and by approval of the Board, within the provision of the State Tenure Act.
- e. Reinstatement will occur no later than the beginning of the semester following the approval of the superintendent's recommendation by the Board.

13. Public office leave

The Board will grant a leave of absence up to two (2) years, or the length of the term of office, without pay or increment, to any teacher to campaign for himself or serve in a public office.

14. Funeral leave

A teacher will be allowed four (4) consecutive days as funeral leave days, not to be deducted from sick leave, for a death in the teacher's immediate family. The funeral shall be within the four (4) consecutive days. The immediate family will be defined as spouse, child, parent, father-in-law, mother-in-law, grandparents, brother, sister, son-in-law, daughter-in-law, grandchild and other individuals living in the household of the employee being included in the definition under funeral leave.

15. Additional leave of absence will be granted for participation in: Armed Forces Dependents, school programs Peace Corps, or Department of Health, Education and Welfare Teachers exchange programs, with prior Board approval.
16. If the Board can find certified replacements, the Board shall grant up to two members leave of absence for one year, without pay or increment, or seniority to a teacher wishing to seek an alternative career outside the field of education. Seniority will be the basis for awarding. Employment, during the leave, in the field of education will result in disciplinary action. Applications must be received no later than March 15th for Board consideration.

F. CLASS SIZE

It is recognized by the Board and the Federation that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size at an acceptable number taking into consideration the building and classroom facilities available and the best interest of the district as deemed administratively and educationally feasible.

The maximum number of students in a teacher's class during the term of this agreement shall be:

1. The kindergarten classes will be held within a range of 25-31 with an overall class average between 28 and 29 students.
2. The 1-6 classes will be held within a range of 26-31 for the 1 through 3 and 26-32 for the 4 through 6 with an overall class average per building between 29 and 30 students except in the areas of chorus and band.
3. In cases where split classes are unavoidable, the class size will be held within a range of 20-26 students.
4. All secondary schools with a six (6) hour day will hold the classes within a range of 18-36 with a maximum of 160 students assigned to any teacher except physical education, chorus, band and study hall. If a teacher has fewer than five (5) classroom teaching periods, then the maximum per day shall be thirty two times the number of teaching periods. All secondary schools with a seven (7) hour day will hold ELA classes within a range of 18-36 with a maximum of 180 students assigned to any teacher and all other classes except physical education, chorus, band and study hall will be held within a range of 18-36 students with a maximum of 190 students assigned to any teacher. If a teacher has fewer than six (6) classroom teaching periods, then the maximum per day shall be thirty two times the number of teaching periods. These class sizes may be exceeded with consent from the teacher. During the school year, special efforts will be made to equalize class counts in similar areas (example - 6th grade, Basic Math, Typing I, Advanced English, etc.)

ARTICLE IX SALARY AND OTHER PAY BENEFITS

- A. Consideration of outside classroom teaching experience on the salary schedule shall only be given for actual work experience in the field of education but the salary step which shall be no greater than work experience will be at the discretion of the Board.
- B. After commencement of school, if a teacher earns credit, before January 31st, that entitles him /her to additional salary. According to the salary schedule, he/she will receive the additional salary at the termination of the school year, retroactive to February 1st of that year. An additional earned degree must be from a Michigan-recognized fully-accredited university.
- C. A teacher (including counselors) may substitute only during his/her designated preparation period. The rate of pay will be based upon a pro rata portion of the teacher's salary (Ex.: 6.75 hours per day times 200 days equals 1,350 hours, divided into his/her base annual salary).

D. Salary Schedules for the duration of the contract. (See Salary Appendix D.)

Credits applied towards a degree must qualify on a planned program approved by the University. An additional earned degree must be from a Michigan-recognized fully-accredited university. Credits applicable to one degree for pay will not be considered applicable to a further degree for pay until the degree is granted.

If a teacher hired on or after 06/19/2006 earns any additional degrees after their first Masters, additional salary will not be granted. The maximum compensation for these teachers will be the single Masters level. Any teacher earning a Doctorate degree after 06/19/2006 will not receive additional compensation for that degree.

For recognition on the degree salary scale, the teacher must be certified and furnish official transcripts as required.

Teachers who were on step fifteen (15) or more at the beginning of the 1998/99 school year will be grandfathered for degree levels $\frac{1}{2}$ MA and MA + 30.

E. Extra Contractual Pay Schedule (Including Coaching Salaries) (SEE APPENDIX E)

1. Athletic supervision will be based on a posted district-wide bid list with rotation by athletic seasons. Placement on the list will be based upon seniority and qualifications.
2. The Board shall give in writing to the Federation president the list of extra-contractual positions as listed in Appendix E and the personnel who hold those positions within twenty (20) days following the placement. After the start of each program, the board shall give in writing to the Federation president within fifteen (15) days a list of any changes in the above list.
3. The following activities are to be paid on a prorated basis of the teacher's salary. Prior approval of the activity and its scheduled time must be obtained from the person in charge.
 - a. Counseling (Saturday test program) - except when financial arrangements are made by an outside agency.
 - b. IEP meetings that extend beyond the regular working day.
4. A teacher who is entitled to remuneration under items in Appendix E will be paid twice a year; the first pay of the second semester and the last pay of the second semester based on a 21 pay (payroll schedule). Only the last pay of the second semester will include the club stipends. A teacher who is entitled to remuneration under items E-8 a-d will also be paid during these two pays (payroll schedule).
5. Coaching salaries will be paid on the pay date following the completion of each sports season.
6. In instances where released time is provided as in Robotics, Student Council, etc., the remuneration is for time spent above and beyond the released time.
7. Any regular contractual teacher position and/or assignment which extends beyond the school day will be paid on a prorated basis of the teacher's contractual salary.

8. The following will be paid a salary per hour as provided in this agreement.
 - a. Summer School Teachers
 - b. Federal Program Instructor (unless modified by the Federal Law or Regulation)
 - c. Seventh Hour Study Hall Teachers
 - d. After School Detention

The extra contractual hourly pay scale for members of this bargaining unit will be \$19.14. If no members of this bargaining unit choose to participate in the above mentioned Extra Contractual activities, the hourly pay will be \$11.85.

9. In the event a teacher is unable to complete an extra-contractual assignment, the remuneration received will be based upon the percentage of the activity completed and the amount allocated for the assignment.
10. Rates of pay and classification of new positions or functions related to instruction must be negotiated before positions can be filled.
11. All items in Article IX. E. will have the option of being paid as a 0-9 pay split on a regular paycheck. Teacher will select said option upon application for extra contractual remuneration.

F. Mileage Allowance

Regular duty within or outside the school district will be reimbursed at a rate per the Internal Revenue Service standard mileage allowance for that calendar year.

G. Severance Pay

For teachers hired by the Melvindale Northern Allen Park Public School District prior to June 14, 1996, the accumulated sick leave allowances earned will be paid out to eliminate this provision. This disbursement will be given one (1) month after the ratification of this contract. Teachers hired after June 14, 1996 shall not participate in the Severance Pay provision. For these teachers, their accumulated days will be entered into the Sick Bank (see Article VIII, Section 11. j. – CTO/Leave). The following computation will be used to determine the amount of payout per qualified teacher:

The accumulated sick leave allowances between September 1, 1965 and August 31, 1986, will be computed at the 1985-1986 rate of pay for each individual teacher. Commencing on September 1, 1986, the accumulated sick leave days will be computed at the rate of pay for that year. A teacher will be paid at one-half (1/2) of the daily pay for all days from September 1, 1965 to August 31, 1986 and up to the maximum of one hundred (100) days for all days in the September 1, 1986 to June 30, 2006. Up to fifty (50) days of the most-recent accumulated sick leave days will be put in a Sick Bank (see Article VIII, Section 11. j. – CTO/Leave), prior to determining the total amount of days to be paid out during this severance buyout (i.e., if an employee has 140 days in the 1965-1986 bank and 175 days in the various banks between 1987 through 2006, the employee will be paid out for the 140 days in the 1965-1986 bank and up to the 100 days from the 1987-2006 banks after the deduction of any remaining days that will be saved in the Sick Bank. If an employee has 75 days in the various banks between 1987 through 2006, the employee will be paid out for the 25 days from the 1987-2006 banks. The remaining 50 days will be saved in the Sick Bank. If an employee has less than 50 days in any bank, these days will be saved in the Sick Bank.)

ARTICLE X SPECIAL CONFERENCE

An Administrator will meet informally with a Federation representative, or teacher, at a mutually agreed time to discuss a contract issue. A special conference for important matters will be arranged between the Federation President and a designated representative of the Board upon the request of either party. Such meeting will be between not more than two (2) representatives of each party unless additional representation is mutually agreed upon by the parties. Arrangements for such special conference will be made in advance and a written agenda of the matters to be considered will be presented at the time the conference is requested. A special conference may be held during the instructor's preparation period or after school. A Federation member will not lose time or pay for the amount of time spent in such special conference held during working hours.

The Federation has the right and responsibility to present matters which it believes are detrimental to the educational processes of the district to the Board after discussing the situation with the Superintendent of Schools.

ARTICLE XI GRIEVANCE AND GRIEVANCE PROCEDURE

- A. "Teacher" includes the Federation acting on behalf of a teacher. A grievance is defined as a complaint about an act or condition which a teacher conceives to be contrary to this contract. If a grievance arises, there will be no stoppage or suspension of work because of such grievance, but such grievance will be processed pursuant to the grievance procedures.
- B. A teacher may present a grievance to the Board or its designated representative, without the intervention of the Federation or its representatives, as long as any adjustment is not contrary to the terms of this agreement. However, when a teacher decides to process a grievance in his own behalf, the Federation will be entitled to have a representative present at any time.

A teacher will not be accompanied by, nor represented by an officer, executive, delegate or employee in any capacity of a teacher organization other than the Federation. An organization, other than the Federation, cannot lodge a grievance in its own behalf or in behalf of a teacher.

- C. The teacher with a grievance will discuss the matter with the principal informally.

D. Step 1:

In the event the matter is not resolved informally, the grievance, in writing, may be lodged with or submitted to the principal of the school in which the grievance arises, within five (5) days following the act or discovery of the act or condition which is the basis of the grievance.

Within three (3) days after receiving the complaint, the principal will answer the teacher, in writing with his reasons or reason therefore, with a copy to the Federation. The principal's reasons will not be legally binding on the Board.

Step 2:

Within five (5) days after the principal has delivered his answer, a written appeal from the decision may be made to the superintendent with a copy of the decision of the principal.

The grievance will be in writing and will set forth specifically the act or condition and the contract clauses allegedly violated on which the grievance is based, and signature of the teacher.

The superintendent, or acting superintendent, will give the teacher an answer in writing no later than five (5) days after the receipt of the grievance.

Step 3:

If the grievance is not resolved in Step 2, and the teacher within five (5) days after receipt of the answer from the superintendent requests a meeting, the Board and the teacher will meet within a reasonable time, not less than seven (7) calendar days nor more than fourteen (14) calendar days from the receipt of the request. Three (3) days notice of such meeting will be given to the teacher, the Federation representative and the local Federation president and they will have an opportunity to be heard at this meeting.

The Board will mail or deliver its decision in writing, together with supporting reasons to the teacher and the Federation within ten (10) days of the date of the meeting.

Step 4:

If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3 above, only the Federation will have the right to appeal the dispute to an impartial arbitrator. Such appeal must be filed with the American Arbitration Association within fifteen (15) days from the date of the receipt of the Board's answer by the Federation. Arbitration will be conducted under and in accordance with the rules of the American Arbitration Association.

1. The arbitrator will limit his decision strictly to the application and interpretation of the provisions of this contract, and he will have no authority to act in the following matters:
 - a. Where a complaint is being processed, at the initiation of the teacher through other legal procedures. (Example: Teacher Tenure Act).
 - b. Any matter stated in this contract in which the Board's decision is final.
2. The arbitrator's decision will be accepted as binding by the teacher and the Board. There will be no appeal by either party from an arbitrator's decision, if the decision is within the scope of the authority of the arbitrator. If the scope of the arbitrator's authority is litigated, the losing party will pay to the other party the cost of litigation and reasonable attorney fees.
3. In the event a case is appealed to an arbitrator and he has no power to rule, it will be referred back to the parties without decision or recommendation on its merits.
4. Expedited arbitration.
 - a. If the Federation is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period provided, the Federation may submit the grievance

to expedited arbitration before an impartial arbitrator upon mutual agreement of the Federation and the Board. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall govern the proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator.

- b. The fees and expenses of the arbitrator shall be shared equally by the parties.
- c. Upon notification by the Federation of its intention to go to expedited arbitration, the Board will make its decision by the next regularly scheduled Board meeting.

E. Time Limit

Any grievance not advanced to the next step within the time limit in that step will be deemed abandoned. If the superintendent or Board does not respond or perform any other required act relative to a grievance within the time specified, the grievance will be awarded without prejudice. Time limits may be extended mutually by the Board and the Federation, in writing, and if so, the new time limits will prevail. The time provisions are mandatory and are of the essence for this grievance procedure.

- F. Hearing held pursuant to this grievance procedure will be conducted at a time and place which will afford a reasonable opportunity for all persons, including witnesses, entitled to be present, to attend. If such hearings are conducted during school hours, all employees who are required to be present at the hearing will be excused with pay for that purpose.
- G. If a grievance arises from action by an authority higher than the principal or if it involves more than one building, the teacher or Federation may present a grievance at Step 2.
- H. No decision in any one case will require a retroactive salary or wage adjustment in any other case.
- I. If any probationary, tenure teacher, or bargaining unit member is excluded from coverage of the Tenure Act, for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he/she shall be reinstated with full reimbursement of all his professional compensation lost less proper deductions for wages earned in other positions. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleansed of any reference to this action.

Notwithstanding the expiration of this agreement, any claim or grievance arising hereunder may be processed by the grievant through the grievance procedure until resolution.

ARTICLE XII STUDENT DISCIPLINE

- A. The teacher is immediately responsible for student supervision in the classroom, and except for emergencies and excused absences will be in the classroom.
- B. A child will be suspended from his class when, in the opinion of the principal and the teacher, the child is causing serious disruption. Within twenty-four (24) hours, a written report by the teacher will be delivered to the principal's office. The child may be readmitted by the principal after some adjustment has been made or the principal may hold a conference at which at least two (2) of the parties will be present:
 - 1. The principal or assistant principal
 - 2. A counselor
 - 3. Social worker, school psychologist or attendance officer
 - 4. The child
 - 5. A parent or parents of the child
 - 6. The teacher will be present at the conference if his presence is deemed necessary by the principal.

A teacher may temporarily suspend a pupil from a classroom when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal as promptly as his teaching obligations will allow, full particulars of the incident in writing. A teacher may use such restraints as necessary to protect himself from physical abuse or to prevent injury to another student so long as they are not inconsistent with existing legal statutes.

- C. The teacher will be informed of the results of the conference and/or adjustment by the principal. If the teacher disagrees with the principal's decision, the teacher may request an immediate hearing with the superintendent, who after hearing from both the teacher and principal, will make a decision which will be final and conclusive.
- D. If the Board determines that a teacher has been assaulted by a student on school property while the teacher is in the course of his employment, and if requested by the teacher, the Board will provide legal counsel as selected by the Board to advise the teacher of his rights. The Board's determination is final.
- E. If an action, civil or criminal, is instituted by a student against a teacher by reason of an act or acts committed by the teacher on school property and arising out of and in the course of the teacher's employment, and if requested, the Board will select and provide legal counsel to assist the teacher in his defense, provided the Board first determines that the teacher did not violate the rules, regulations or policies of the school district. The Board's determination is final.

**ARTICLE XIII
CONTINUITY OF OPERATIONS**

There will be no strikes or picketing by the Federation, its officers, representatives, or members. Nothing contained herein will be construed to limit, impair, or affect the right of any public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment.

When the schools in the district are closed to the students because of severe inclement weather or an act of God, teachers shall not be required to report.

**ARTICLE XIV
WAIVER CLAUSE AND AMENDMENTS**

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Any amendment or agreement supplemental hereto will not be binding upon either party unless executed in writing by the parties hereto.

This agreement shall constitute a binding obligation of both the Board and the Federation and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Board and the Federation in written and signed amendment to this agreement.

**ARTICLE XV
VETERANS RIGHTS**

Veteran's reinstatement and re-employment rights will be governed by applicable Federal and State laws.

**ARTICLE XVI
JURY DUTY**

Notice of jury duty will be communicated immediately to the Central Office. If a teacher is compelled to serve, the Board will pay the difference between jury duty remuneration and his basic salary.

ARTICLE XVII
SCHOOL CALENDAR

Rescheduled Instructional Days

1. If the number of hours or days of pupil instruction falls below the number of hours or days as required for State funding due to conditions not within the control of school authorities, then sufficient day(s) or hours of pupil instruction may be rescheduled on a day(s) mutually agreed upon between the District and the Federation.
2. On such day(s) when pupil instruction is not provided, Union members will not be required to work. Federation members will be required to work on the rescheduled day(s) as if it were a regularly-scheduled day(s).
3. On the rescheduled work day(s), the School District will not pay nor will Federation members receive any additional compensation, insurance benefits or fringe benefits under the contract.
4. It is understood and agreed that current/future legislation may mandate additional student instruction hours or days. Should legislation or rule increase days or hours beyond those required by this contract, the parties shall meet to negotiate all ramifications and compensations for said instructional days or hours.

ARTICLE XVIII
REDUCTION IN PERSONNEL - FOR LAYOFF ONLY

Should changes in student population or financial conditions warrant an adjustment or reduction in staff the following procedures shall prevail:

- A. Before official action is taken on the adjustment or reduction of staff, the Board will discuss the contemplated adjustment or reduction with the Federation. The Federation will be given at least a ten (10) day notice of the discussion.
- B. In the event that reductions in staff are still required, then all such reductions shall be accomplished by terminating staff with the least seniority as that term shall be defined by this agreement. The procedure for reduction shall be as follows:
 1. Specially-certified teachers in specific positions being reduced or eliminated will be laid off first provided there are fully-qualified, fully-certificated teachers to replace and perform all of the duties of the laid off teachers.
 2. If reduction is still necessary, then probationary teachers in the specific positions being reduced or eliminated will be laid off, provided there are fully-qualified, fully certificated teachers to replace and perform all of the duties of the laid off teachers.
 3. The Board shall determine staff needs by job assignment. Upon a determination of which positions must be reduced, the teacher whose job has been eliminated may at his choice replace a teacher with the least seniority teaching in that building, department and level. The teacher who must leave the building may at his choice replace a teacher with the least seniority teaching in the same department at the same level.

Each teacher left without a position will be placed in a district-wide pool and ranked in seniority order. The Central Office will supply to each teacher in the pool, a list consisting of the following information:

- a. All positions to be filled with required certification.
- b. For the purposes of staff adjustments and procedures described in this Article, State of Michigan and No Child Left Behind definitions of certification for subject areas in ALL grades will be the sole definition used.
- c. Members in the bump pool with current certification listed.

Starting with the most senior teacher, each teacher will be allowed to exhaust his valid Michigan Teaching Certificate or Certificates in all areas by replacing a teacher with the least seniority teaching at a level and in a department for which he is certified. Starting with the most senior teacher, each teacher will select a position to bump or transfer into, or pass his turn to the next senior teacher. The least senior teacher in the pool must elect a position or choose to be laid off. However, the teacher retains all other rights of the contract as stated in Article XVIII, Section "L". Each teacher bumped from a position will be immediately placed in the pool with all seniority rights as described above. At any time a teacher in the pool elects as position, the procedure begins again with the most senior teacher left in the pool. If more than one teacher bumps into a

department and level, the choice of positions will be based on seniority, the most senior having the first choice.

- a. If a teacher holds more than one (1) valid Michigan Teaching Certificate, he will be allowed to exhaust each in all areas.
 - b. For the purposes of staff adjustments and procedures described in this Article, State of Michigan and No Child Left Behind definitions of certification for subject areas in ALL grades will be the sole definition used.
- C. State and No Child Left Behind Federal laws as adopted by the State will govern teachers employed through annexation to the Melvindale-Northern Allen Park School District.

When a laid-off member of the bargaining unit acquires new certification, he will present his new credentials to the central office for verification. At the beginning of the school year or at the occurrence of a bump pool, he may issue a challenge to the most junior member of the bargaining unit holding a job for which he is now certified. He shall then be placed in the junior member's job. The junior member of the bargaining unit will be allowed to exhaust all options available in Article XVIII.

- D. A teacher on leave will be treated for purpose of layoff with the same consideration and seniority rights as if he were presently teaching in the classroom. His notice, if required, would have to be given at the same time as other teachers who would be laid off.
- E. All teachers will be recalled in order of seniority. Starting with the most senior teacher, each teacher will be allowed to exhaust his valid Michigan Teaching Certificate or Certificates in all areas being recalled. Teachers being recalled will be given ten (10) days from the date of the mailing of a registered letter of recall (which will identify all positions available at the time of recall) to indicate their acceptance or rejection of reemployment and to indicate the positions desired in order of preference. Positions will be awarded in seniority order. If the teacher indicates rejection of reemployment, the teacher will retain all rights of this contract as stated in Article XIX, provided; however, a laid-off teacher may only reject a position for which he is certified but not qualified (as per most recent posting). Rejection of a position for which a laid-off teacher is certified and qualified will be treated the same as a failure to respond. Failure to respond within the ten (10) day period will end the employee's seniority rights, except that a teacher who is sick shall notify the Board of his intent to return as soon as possible and, from the date of his notifying the Board, shall be deemed to be on sick leave. A substitute shall be hired in his place until he returns from sick leave. A substitute position of this nature shall be offered first to any remaining teachers who are yet laid off.
- F. No new teacher shall be hired in a subject area until all laid off teachers from that subject area have been recalled or decline the opening.
- G. No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas, who may be qualified and who possess the necessary certification, are recalled or decline the opening.
- H. Layoff means removal from the payroll with no employment rights, other than retention of seniority status and recall rights as noted above. Such rights shall extend through the duration of this Contract.
- I. "Seniority" shall be defined as total years of contracted service to the Melvindale-Northern Allen Park School District computed from the first day they reported for work. Part-time contractual employment, and substituting while on layoff shall not interrupt years of service and shall be prorated. Laid-off

contracted teachers on the preferred substitute list shall accrue seniority for each day worked as a substitute as per Article XVIII, "L". Advanced study, care for sick member of the immediate family, work experience, maternity leave, military leave, federation position leave, sabbatical leave, sick leave, personal business leave, funeral leave, suspension with pay and suspension without pay for ten (10) days or less shall not be considered as interruption of years of service. All other approved leaves, including suspension without pay for more than ten (10) days, shall not count as years of service but seniority is computed from the first day of employment minus the time of such leave. If a person resigns, or otherwise leaves the employ of the district other than on an approved leave of absence and subsequently returns, seniority is computed from the first day they reported to work after returning to the employ of the Board.

1. In the event two (2) or more teachers have equal seniority as defined above, the date of signing of contract by individual teachers will be used to establish the longest seniority.
 2. In the event two (2) or more teachers have equal seniority as defined above, the number of degrees will be used to establish the longest seniority.
 3. In the event that two (2) or more teachers have equal seniority as defined above, the number of hours beyond the bachelor's degree will be used to establish the longest seniority.
- J. The Board and MFT recognize that frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance.

In making involuntary transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with instructional requirements. In the case of an involuntary transfer to fill an opening at a different level or building the least senior teacher meeting the certification requirements of the opening to be filled will be transferred. The teacher will be returned to his original position at the end of one year.

- K. A teacher who has been bumped and then has bumped into a new position shall have the opportunity to remain in his present position or return to his previous position (any position he did not voluntarily leave) should his previous position become vacant. Once a teacher has chosen not to return to a previous position, he loses the right to return to that position by this method.
- L. Following any teacher layoff and/or at the beginning of each school year, all teachers who have been laid off will be placed on the preferred substitute list in order of seniority. These preferred list teachers shall be called for substituting on identified or mutually agreed upon days of availability before any other substitutes.

Starting with the most senior teacher on the list, each teacher will be given a complete choice of all positions available for substituting at that time, eliminating each one as it is chosen. As soon as it is known that a substituting job will become a limited contract position, that position will be offered to the most senior qualified teacher on the preferred list not already holding a limited contract position, in order of seniority.

Each teacher on the preferred substitute list will begin at \$100.00 per day at the beginning of each school year.

One day seniority for each day worked as a substitute will be earned only by a teacher on the preferred substitute list.

If a teacher has worked 5-days-a-week substituting, then at the end of the school year each teacher on the preferential substitute list who has worked 90% of the days he/she was needed to substitute shall be awarded 200 days seniority in that school year. Under no circumstances shall any teacher accrue more than 200 days of seniority for one school year.

- M. The Board shall direct the superintendent or his designee to keep the Federation fully informed of all matters involving any condition or conditions brought about by this Article.

ARTICLE XIX TEACHER EVALUATION

All duties or responsibilities and criteria for evaluation of any teacher and/or position will be determined with the approval of the Federation.

Subject to objection by the Federation, the Board shall designate the full-time administrative personnel responsible for the evaluation of each member of the Bargaining Unit to be evaluated during the current school year. If the Board refuses to agree to an alternate after a Federation objection, the designation of an evaluator and objections thereto may be the subject of a grievance under the contract grievance procedure established in Article XI. The evaluator shall orient each teacher to be evaluated, with the procedures, criteria, instruments and dates when evaluation will be made.

It is the responsibility of the Board to notify all teachers of the specific duties or responsibilities of their positions upon the commencement of their employment in such position. Such notification shall be made or accompanied by a writing which details with reasonable specificity those duties and/or responsibilities. No alteration, modification or addition in or to the duties and/or responsibilities of which the teacher was notified can be made without specific notification in writing of such alteration, modification or addition. No evaluation shall pertain to the performance or non-performance of any duty and/or responsibility not agreed to by the Federation and of which the teacher was not notified pursuant to this subsection.

All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. At least one week's notice shall be given prior to formal evaluation observation. Such formal observation shall be made in person by the evaluator for a minimum of at least 30 consecutive minutes but not less than one class period. The evaluator shall provide an observation report to the teacher within seventy-two (72) hours of an observation on a form which is agreed to by the Federation. If the evaluator is of the opinion that the performance of the teacher is lacking, such difficulties will be specifically noted in the observation report. Within five (5) days of noting such specific difficulties, the evaluator shall in writing identify specific difficulties. Upon noting difficulties and identifying ways and/or means of improvement; it shall be the evaluator's responsibility to provide positive assistance to rectify the difficulties. If areas of difficulty are noted, additional observations shall be made in the same manner as the initial observation. Reports of such observations shall address the difficulties previously noted and indicate assistance provided, as well as the teacher's progress in rectifying the concerns expressed.

Within five (5) days of such report either the evaluator or the teacher may request a conference to review the report. Such conference will be held within five (5) days of such request. At the time of such conference or if no conference is requested within twenty (20) days of the observation report, a teacher may submit a response to the report. Any written response will be attached to the observation report in any file maintained by the Board. The right of the teacher to request Federation representation in any conference with an evaluator to review the noted difficulties and/or the teacher's progress in resolving those difficulties is expressly recognized, as is the right to submit a grievance for violation of this Article by the Board.

No person other than a designated evaluator as provided above, shall be permitted to evaluate the work performance of any individual within the Bargaining Unit. Any complaint against a teacher by any person, including any parent or student, must be brought to the attention of the teacher forthwith. No such complaint shall be utilized in any way in the evaluation process provided in this Article unless the teacher has been previously provided a copy of such complaint in writing and been notified of the evaluator's intention so to use. Test results of the academic progress of students, including success rate as to program

or performance objectives as provided in the School Code, Special Education Code and Vocational Education Code, shall not be utilized to evaluate any teacher under this Article.

No teacher with tenure pursuant to the State Teachers Tenure Act shall be evaluated more than once every third year, unless such teacher requests to be evaluated or received written notice of specific concerns with his work performance 60 days prior to the formal evaluation observation, without the prior agreement of the Federation. All formal evaluations must be at least forty-five (45) days apart. All teachers without tenure shall be formally evaluated at least once each semester with such evaluations being at least forty-five (45) days apart.

The teacher will be notified twenty (20) days before a formal evaluation if there were any areas of difficulty or concern in any prior observation report, which the evaluator does not deem to have been satisfactorily addressed and/or improved upon by the teacher. Such notice shall specify the continuing concern and any steps requested of the teacher to rectify this concern. Upon receipt of this notice, the teacher may request a pre-evaluation conference in which such teacher may request Federation representation prior to formal evaluation. After the evaluation report has been submitted, either the evaluator or the teacher may request a conference to review the evaluation. At the time of the evaluation conference or if no conference is requested within twenty (20) days of the evaluation report, a teacher may submit a response. Any written response will be attached to the evaluation report in any file maintained by the Board. Anecdotal reports or complaints not referred to in the formal evaluation report shall be destroyed at the time the evaluation report is provided to the teacher.

ARTICLE XX DISCIPLINE OF TEACHERS

No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges or other actions of a disciplinary nature) without just cause. Any such discipline, including adverse disciplinary evaluation of teacher performance shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Federation in writing.

A teacher shall be entitled to have present a representative of the Federation during any disciplinary action when such action will become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Federation is present.

The Board agrees to follow a policy of progressive discipline which minimally shall include the following steps:

1. Verbal warning and/or written warning if the infraction is of a very serious nature.
2. Written warning
3. Reprimand
4. Suspension with pay (less the cost of a substitute)
5. Suspension without pay

with discharge as a final and last resort. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or any other person will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

For the purpose of this contract, a loss of pay that is not the result of any step in Article XX, (Discipline of Teachers) shall not be construed as a suspension.

ARTICLE XXI
TIME-SHARED TEACHING ASSIGNMENTS

A. PURPOSE

A time-shared teaching program is to allow pairs of tenured teachers to voluntarily share full time assignments in order to increase work options, prevent possible lay-offs, to enable the employees to better meet the dual responsibilities of work and family, and to bring greater educational experiences to the District's students.

B. PROCEDURE

1. Each time-share teaching team (known hereafter as TST) submits a plan to the Building Administrator, Curriculum Director, Superintendent and the Board of Education for review with the following considerations:
 - a. partnerships (names of the team)
 - b. when each will teach
 - c. how the curriculum will be divided
 - d. when joint planning will take place
 - e. various duties/responsibilities divided (teacher meetings, IEPs, report cards)
 - f. specify how parent/teacher conferences and open house will be handled
 - g. how the one benefit package will be distributed by the partnership
2. Each plan will be individually evaluated by the Board of Education, have the final authority, will grant or deny the implementation of each TST. The decision rendered by the Board will be final and is not grievable or reviewable.
3. One representative from administration (Curriculum Director, Principal) and one representative from the Melvindale Federation of Teachers will facilitate the implementation of the program, when the TST plan is approved. The building principal will have the opportunity to interview teachers wanting to time-share in his/her building.

C. CONDITIONS FOR TIME-SHARE TEACHING

1. Positions that are available for time-share teaching may be determined by the Representatives of the Administration and Melvindale Federation of Teachers.
2. All TST positions will be for one (1) year, unless a TST team requests a renewal for the following year and the same is approved by the Board of Education.
3. At the termination of TST, both teachers will be assigned to their former building, positions, departments or a comparable assignment as is available given their certification.
4. TST teachers will be able to share at a 50%/50% at the elementary level, or a 40%/60% at the secondary level, or as agreeable to the Board, to complete a full-time position.
5. TST teachers will be awarded all rights and benefits including seniority, of the Master Agreement on a prorated basis, depending on the percentage of work contracted for the

year. Retirement credit is prorated by the State Retirement Office in relation to the hours worked per day.

6. Full preparation time will be provided and divided as equitably as possible within the assigned position.
7. A teacher who becomes a TST will not be granted a transfer to an open position for that school year. It may be granted for the following school year.

**ARTICLE XXII
DURATION OF CONTRACT**

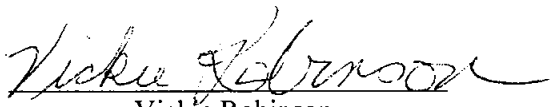
This agreement will become effective July 1, 2006, and will continue in force and effect through June 30, 2009. However, at any time during this agreement a duly authorized representative of the Melvindale Northern-Allen Park Board of Education or a duly-authorized representative of the Melvindale Board of Teachers may request a meeting to discuss the contents of the contract. The results of that meeting may, in fact, result in changes of the contract with agreement between the Melvindale-Northern Allen Park Board of Education and the Melvindale Federation of Teachers.

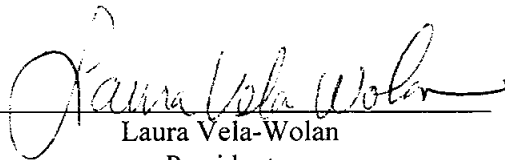
IN WITNESS WHEREOF, the parties have hereunto executed this agreement by their duly-authorized Representatives.

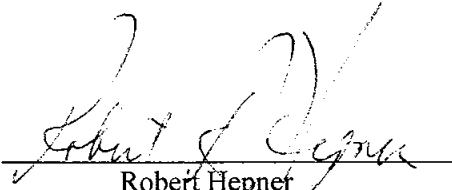
Dated: September 11, 2006

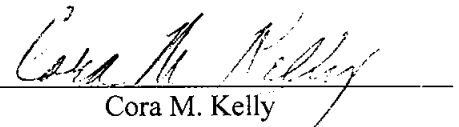
MELVINDALE FEDERATION OF
TEACHERS; LOCAL 1051
AFT, AFL-CIO

BOARD OF EDUCATION
MELVINDALE-NORTHERN
ALLEN PARK PUBLIC SCHOOLS

By: 
Vickie Robinson
President

By: 
Laura Vela-Wolan
President

By: 
Robert Hepner
Treasurer

By: 
Cora M. Kelly
Chief Executive Officer/Superintendent

APPENDIX A
LONG TERM
DISABILITY INSURANCE POLICY

**GROUP LONG TERM DISABILITY
INSURANCE PROGRAM**

**Melvindale-Northern Allen Park Public
Schools**

CERTIFICATE OF INSURANCE

We certify that you (provided you belong to a class described on the Schedule of Benefits) are insured, for the benefits which apply to your class, under Group Policy No. LTD 114853 issued to Melvindale-Northern Allen Park Public Schools, the Policyholder.

This Certificate is not a contract of insurance. It contains only the major terms of insurance coverage and payment of benefits under the Policy. It replaces all certificates that may have been issued to you earlier.

Charles J. Jensen
Secretary

Quinn E. Dault
President

GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE

This Group Long Term Disability Certificate replaces any previous Group Long Term Disability Certificates and is dated October 6, 2006.

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SCHEDULE OF BENEFITS

EFFECTIVE DATE: July 1, 2006

ELIGIBLE CLASSES: Each active Full-time Superintendent, Administrator or Teacher, except any person employed on a temporary or seasonal basis.

YOUR EFFECTIVE DATE: The day you become eligible.

INDIVIDUAL REINSTATEMENT: 24 months

LONG TERM DISABILITY BENEFIT

ELIMINATION PERIOD: 45 consecutive days of Total Disability.

MONTHLY BENEFIT: The Monthly Benefit is an amount equal to 70% (for the first 12 months); 60% (thereafter) of Covered Monthly Earnings.

To figure this benefit amount payable:

- (1) multiply your Covered Monthly Earnings by the benefit percentage(s) shown above;
- (2) take the lesser of the amount:
 - (a) of step (1) above, or
 - (b) the Maximum Monthly Benefit shown below; and
- (3) subtract Other Income Benefits, as shown below, from step (2), above.

We will pay at least the Minimum Monthly Benefit as follows.

OTHER INCOME BENEFITS: Other Income Benefits are:

- (1) disability income benefits you are eligible to receive because of your Total Disability under any group insurance plan(s);
- (2) disability income benefits you are eligible to receive because of your Total Disability under any governmental retirement system, except benefits payable under a federal government employee pension benefit;
- (3) all benefits (except medical or death benefits) including any settlement made in place of such benefits (whether or not liability is admitted) you are eligible to receive because of your Total disability under:
 - (a) Workers' Compensation Laws;
 - (b) occupational disease law;
 - (c) any other laws of like intent as (a) or (b) above; and
 - (d) any compulsory benefit law.

- (4) any of the following that you are entitled to receive from the Policyholder:

- (a) wages, salary or other compensation excluding the amount allowable under the Rehabilitative Provision; and
 - (b) commissions or monies, including vested renewal commissions, but, excluding commissions or monies that you earned prior to Total Disability which are paid after Total Disability has begun;
- (5) that part of disability benefits paid for by the Policyholder which you are eligible to receive because of your Total disability under a group retirement plan; and
- (6) that part of Retirement Benefits paid for by the Policyholder which you are eligible to receive under a group retirement plan; and
- (7) disability or Retirement Benefits under the United States Social Security Act, the Canadian pension plans, or any other government plan for which:
- (a) you are eligible to receive because of your Total Disability or eligibility for Retirement Benefits; and
 - (b) your dependents are eligible to receive due to (a) above.

Disability and early Retirement Benefits will be offset only if such benefits are elected by you or do not reduce the amount of your accrued normal Retirement Benefits then funded.

Retirement Benefits under number 7 above will not apply to disabilities which begin after age 70 if you are already receiving Social Security Retirement Benefits while continuing to work beyond age 70.

MINIMUM MONTHLY BENEFIT: In no event will the Monthly Benefit payable to you be less than \$50.

MAXIMUM MONTHLY BENEFIT: \$5,833 (this is equal to a maximum Covered Monthly Earnings of \$8,333) for the first 12 months; then \$5,000 (this is equal to a maximum Covered Monthly Earnings of \$6,333) thereafter.

MAXIMUM DURATION OF BENEFITS: Benefits will not accrue beyond the longer of: the Duration of Benefits; or Normal Retirement Age; specified below.

<u>Age at Disablement</u>	<u>Duration of Benefits (in years)</u>
61 or less	To Age 65
62	3 ½
63	3
64	2 ½
65	2
66	1 ¾
67	1 ½
68	1 ¼
69 or more	1

OR

Normal Retirement Age as defined by the 1983 Amendments to the United States Social Security Act and determined by your year of birth, as follows:

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
1937 or before	65 years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943 thru 1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 and after	67 years

CHANGES IN MONTHLY BENEFIT: Increases in the Monthly Benefit are effective on the first of the Policy month coinciding with or next following the date of the change, provided you are Actively at Work on the effective date of the change, if you are not Actively at Work on that

date, the effective date of the increase in the benefit amount will be deferred until the date you return to Active Work. Decreases in the Monthly Benefit are effective on the first of the Policy month coinciding with or next following the date the change occurs.

CONTRIBUTIONS: You are not required to contribute toward the cost of this insurance.

DEFINITIONS

"You", "your" and "yours" means a person who meets the Eligibility Requirements of the Policy and is enrolled for this insurance.

"We", "us" and "our" means Reliance Standard Life Insurance Company.

"Actively at Work" and "Active Work" mean actually performing on a Full-time basis the material duties pertaining to your job in the place where and the manner in which the job is normally performed. This includes approved time off such as vacation, jury duty and funeral leave, but does not include time off as a result of an Injury or Sickness.

"Claimant" means you made a claim for benefits under the Policy for a loss covered by the Policy as a result of your Injury or Sickness.

"Covered Monthly Earnings" means your basic monthly salary received from the Policyholder on the first of the Policy month just before the date of Total Disability. Covered Monthly Earnings do not include commissions, overtime pay, bonuses or any other special compensation not received as Covered Monthly Earnings.

If you are an hourly paid employee, the number of hours worked during a regular work week, not to exceed forty (40) hours per week, times 4.333, will be used to determine Covered Monthly Earnings. If you are paid on an annual basis, then the Covered Monthly Earnings will be determined by dividing the basic annual salary by 12.

"Elimination Period" means a period of consecutive days of Total Disability, as shown on the Schedule of Benefits page, for which no benefit is payable. It begins on the first day of Total Disability.

Interruption Period: If, during the Elimination Period, you return to Active Work for less than 30 days, then the same or related Total Disability will be treated as continuous. Days that you are Actively at Work during this interruption period will not count towards the Elimination Period. This interruption of the Elimination Period will not apply to you if you become eligible under any other group long term disability insurance plan.

"Full-time" means working for the Policyholder for a minimum of 600 hours per year.

"Hospital" or "Institution" means a facility licensed to provide care and treatment for the condition causing your Total Disability.

"Injury" means bodily injury resulting directly from an accident, independent of all other causes. The Injury must cause Total Disability which begins while your insurance coverage is in effect.

"Physician" means a duly licensed practitioner who is recognized by the law of the state in which treatment is received as qualified to treat the type of Injury or Sickness for which a claim is made. The Physician may not be you or a member of your immediate family.

"Regular Occupation" means the occupation you are routinely performing when Total Disability begins. We will look at your occupation as it is normally performed in the national economy, and not the unique duties performed for a specific employer or in a specific locale.

"Retirement Benefits" mean money which you are entitled to receive upon early or normal retirement or disability retirement under:

- (1) any plan of a state, county or municipal retirement system, if such pension benefits include any credit for employment with the Policyholder;
- (2) Retirement Benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act; or
- (3) an employer's retirement plan where payments are made in a lump sum or periodically and do not represent contributions made by you.

Retirement Benefits do not include:

- (1) a federal government employee pension benefit;
- (2) a thrift plan;
- (3) a deferred compensation plan;
- (4) an individual retirement account (IRA);
- (5) a tax sheltered annuity (TSA);
- (6) a stock ownership plan; or
- (7) a profit sharing plan.

"Sickness" means illness or disease causing Total Disability which begins while your insurance coverage is in effect. Sickness includes pregnancy, childbirth, miscarriage or abortion, or any complications therefrom.

"Totally Disabled" and "Total Disability" mean, that as a result of an injury or Sickness:

(1) during the Elimination Period and for the first 24 months for which a Monthly Benefit is payable, you cannot perform the material duties of your Regular Occupation;

(a) "Partially Disabled" and "Partial Disability" mean that as a result of an injury or Sickness you are capable of performing the material duties of your Regular Occupation on a part-time basis or some of the material duties on a full-time basis. If you are Partially Disabled you will be considered Totally Disabled, except during the Elimination Period;

(b) "Residual Disability" means being Partially Disabled during the Elimination Period. Residual Disability will be considered Total Disability, and

(2) after a Monthly Benefit has been paid for 24 months, you cannot perform the material duties of any occupation. Any occupation is one that your education, training or experience will reasonably allow. We consider you Totally Disabled if due to an injury or Sickness you are capable of only performing the material duties on a part-time basis or part of the material duties on a Full-time basis.

If you are employed by the Policyholder and require a license for such occupation, the loss of such license for any reason does not in and of itself constitute "Total Disability".

TRANSFER OF INSURANCE COVERAGE

If you were covered under any group long term disability insurance plan maintained by the Policyholder prior to the Policy's Effective Date, you will be insured under the Policy, provided that you are Actively At Work and meet all of the requirements for being an Eligible Person under the Policy on its Effective Date.

If you were covered under the prior group long term disability plan maintained by the Policyholder prior to the Policy's Effective Date, but were not Actively At Work due to injury or Sickness on the Effective Date of the Policy and would otherwise qualify as an Eligible Person, coverage will be allowed under the following conditions:

- (1) You must have been insured with the prior carrier on the date of the transfer; and
- (2) Premiums must be paid; and
- (3) Total Disability must begin on or after the Policy's Effective Date.

If you are receiving long term disability benefits, are eligible to receive such benefits, or have a period of recurrent disability under the prior group long term disability insurance plan, you will not be covered under the Policy. If premiums have been paid on your behalf under the Policy, those premiums will be refunded.

GENERAL PROVISIONS

TIME LIMIT ON CERTAIN DEFENSES: After the Policy has been in force for two (2) years from its effective date, no statement made by you on a written application for insurance shall be used to reduce or deny a claim after your insurance coverage, with respect to which claim has been made, has been in effect for two (2) years.

CLERICAL ERROR: Clerical errors in connection with the Policy or delays in keeping records for the Policy, whether by the Policyholder, the Plan Administrator, or us:

- (1) will not terminate insurance that would otherwise have been effective, and
 - (2) will not continue insurance that would otherwise have ceased or should not have been in effect.
- If appropriate, a fair adjustment of premium will be made to correct a clerical error.

NOT IN LIEU OF WORKERS' COMPENSATION: The Policy is not a Workers' Compensation Policy. It does not provide Workers' Compensation benefits.

WAIVER OF PREMIUM: No premium is due us while you are receiving Monthly Benefits from us. Once Monthly Benefits cease due to the end of your Total Disability, premium payments must begin again if insurance is to continue.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice must be given to us within thirty-one (31) days after a Total Disability covered by the Policy occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Office or to our authorized agent. The notice should include your name, the Policyholder's name and the Policy Number.

CLAIM FORMS: When we receive the notice of claim, we will send you the claim forms to file with us. We will send them within fifteen (15) days after we receive notice. If we do not, then the proof of Total Disability will be met by giving us a written statement of the type and extent of the Total Disability. The statement must be sent within ninety (90) days after the loss began.

WRITTEN PROOF OF TOTAL DISABILITY: For any Total Disability covered by the Policy, written proof must be sent to us within ninety (90) days after the Total Disability occurs. If written proof is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof was given as soon as was reasonably possible. In any event, proof must be given within one (1) year after the Total Disability occurs, unless you are legally incapable of doing so.

PAYMENT OF CLAIMS: When we receive written proof of Total Disability covered by the Policy, we will pay any benefits due. Benefits that provide for periodic payment will be paid for each period as we become liable.

We will pay benefits to you, if living, or else to your estate.

If you died and we have not paid all benefits due, we may pay up to \$1,000 to any relative by blood or marriage, or to the executor or administrator of your estate. The payment will only be made to persons entitled to it. An expense incurred as a result of your last illness, death or burial will entitle a person to this payment. The payments will cease when a valid claim is made for the benefit. We will not be liable for any payment we have made in good faith.

Reliance Standard Life Insurance Company shall serve as the claims review fiduciary with respect to the insurance certificate and the Plan. The claims review fiduciary has the discretionary authority to interpret the Plan and the insurance certificate and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

ARBITRATION OF CLAIMS: Any claim or dispute arising from or relating to our determination regarding your Total Disability may be settled by arbitration when agreed to by you and us in accordance with

the Rules for Health and Accident Claims of the American Arbitration Association or by any other method agreeable to you and us. In the case of a claim under an Employee Retirement Income Security Act (hereinafter referred to as ERISA) Plan, your ERISA claim appeal remedies, if applicable, must be exhausted before the claim may be submitted to arbitration. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction over such awards.

Unless otherwise agreed to by you and us, any such award will be binding on you and us for a period of twelve (12) months after it is rendered assuming that the award is not based on fraudulent information and you continue to be Totally Disabled. At the end of such twelve (12) month period, the issue of Total Disability may again be submitted to arbitration in accordance with this provision.

Any costs of said arbitration proceedings levied by the American Arbitration Association or the organization or person(s) conducting the proceedings will be paid by us.

PHYSICAL EXAMINATION AND AUTOPSY: We will, at our expense, have the right to have you interviewed and/or examined:

- (1) physically,
- (2) psychologically, and/or
- (3) psychiatrically;

to determine the existence of any Total Disability which is the basis for a claim. This right may be used as often as it is reasonably required while a claim is pending.

We can have an autopsy made unless prohibited by law.

LEGAL ACTIONS: No legal action may be brought against us to recover on the Policy within sixty (60) days after written proof of loss has been given as required by the Policy. No action may be brought after three (3) years (Kansas, five (5) years; South Carolina, six (6) years) from the time written proof of loss is received.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

ELIGIBILITY REQUIREMENTS: You are eligible for insurance under the Policy if you are a member of an Eligible Class, as shown on the Schedule of Benefits page.

EFFECTIVE DATE OF YOUR INSURANCE: If the Policyholder pays the entire Premium due for you, your insurance will go into effect on Your Effective Date, as shown on the Schedule of Benefits page.

If you pay a part of the Premium, you must apply in writing for the insurance to go into effect. You will become insured on the latest of:

- (1) Your Effective Date, as shown on the Schedule of Benefits page, if you apply on or before that date;
- (2) on the date you apply, if you apply within thirty-one (31) days from the date you first met the Eligibility Requirements; or
- (3) on the date we approve any required proof of health acceptable to us. We require this proof if you apply:
 - (a) after thirty-one (31) days from the date you first met the Eligibility Requirements; or
 - (b) after you terminated this insurance but remained in an Eligible Class, as shown on the Schedule of Benefits page.

The insurance for you will not go into effect on a date you are not Actively at Work because of a Sickness or injury. The insurance will go into effect after you are Actively at Work for one (1) full day in an Eligible Class, as shown on the Schedule of Benefits page.

TERMINATION OF YOUR INSURANCE: Your insurance will terminate on the first of the following to occur:

- (1) the date the Policy terminates;
- (2) the last day of the Policy month in which you cease to meet the Eligibility Requirements;
- (3) the end of the period for which Premium has been paid for you; or
- (4) the date you enter military service (not including Reserve or National Guard).

YOUR REINSTATEMENT: If you are terminated, your insurance may be reinstated if you return to Active Work with the Policyholder within the period of time as shown on the Schedule of Benefits page. You must also be a member of an Eligible Class, as shown on the Schedule of Benefits page, and have been:

- (1) on a leave of absence approved by the Policyholder; or
- (2) on temporary lay-off.

You will not be required to fulfill the Eligibility Requirements of the Policy
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again. The insurance will go into effect after you return to Active Work for one (1) full day. If you return after having resigned or having been discharged, you will be required to fulfill the Eligibility Requirements of the Policy again. If you return after terminating insurance at your request or for failure to pay Premium when due, proof of health acceptable to us must be submitted before you may be reinstated.

BENEFIT PROVISIONS

INSURING CLAUSE: We will pay a Monthly Benefit if you:
(1) are Totally Disabled as the result of a Sickness or Injury covered by the Policy;

- (2) are under the regular care of a Physician;
- (3) have completed the Elimination Period; and
- (4) submit satisfactory proof of Total Disability to us.

Please refer to the Schedule of Benefits for the MONTHLY BENEFIT and OTHER INCOME BENEFITS.

Benefits you are entitled to receive under OTHER INCOME BENEFITS will be estimated if the benefits:

- (1) have not been applied for; or
- (2) have been applied for and a decision is pending; or
- (3) have been denied and the denial may be appealed.

The Monthly Benefit will be reduced by the estimated amount. If benefits have been estimated, the Monthly Benefit will be adjusted when we receive proof:

- (1) of the amount awarded; or
- (2) that benefits have been denied and the denial cannot be further appealed.

If we have underpaid the Monthly Benefit for any reason, we will make a lump sum payment. If we have overpaid the Monthly Benefit for any reason, the overpayment must be repaid to us. At our option, we may reduce the Monthly Benefit or ask for a lump sum refund. If we reduce the Monthly Benefit, the Minimum Monthly Benefit, if any, as shown on the Schedule of Benefits page, would not apply.

For each day of a period of Total Disability less than a full month, the amount payable will be 1/30th of the Monthly Benefit.

COST OF LIVING FREEZE: After the initial deduction for any Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost of living increases payable under these Other Income Benefits.

LUMP SUM PAYMENTS: If Other Income Benefits are paid in a lump sum, the sum will be prorated over the period of time to which the Other Income Benefits apply. If no period of time is given, the sum will be prorated over sixty (60) months.

TERMINATION OF MONTHLY BENEFIT: The Monthly Benefit will stop on the earliest of:

- (1) the date you cease to be Totally Disabled,
- (2) the date you die;
- (3) the Maximum Duration of Benefits, as shown on the Schedule of Benefits page, has ended; or
- (4) the date you fail to furnish the required proof of Total Disability

RECURRENT DISABILITY: If after a period of Total Disability for which benefits are payable, you return to Active Work for at least six (6) consecutive months, any recurrent Total Disability for the same or related cause will be part of a new period of Total Disability. A new Elimination Period must be completed before any further Monthly Benefits are payable.

If you return to Active Work for less than six (6) months, a recurrent Total Disability for the same or related cause will be part of the same Total Disability. A new Elimination Period is not required. Our liability for the entire period will be subject to the terms of the Policy for the original period of Total Disability.

If you become eligible for insurance coverage under any other group long term disability insurance plan, then this recurrent disability section will not apply to you.

EXCLUSIONS

We will not pay a Monthly Benefit for any Total Disability caused by:

- (1) an act of war, declared or undeclared; or
- (2) an intentionally self-inflicted injury; or
- (3) the Insured committing a felony; or
- (4) an injury or Sickness that occurs while the Insured is confined in any penal or correctional institution.

LIMITATIONS

MENTAL OR NERVOUS DISORDERS: Monthly Benefits for Total Disability caused by or contributed to by mental or nervous disorders will not be payable beyond an aggregate lifetime maximum duration of twenty-four (24) months unless you are in a Hospital or Institution at the end of the twenty-four (24) month period. The Monthly Benefit will be payable while so confined, but not beyond the Maximum Duration of Benefits.

If you were confined in a Hospital or Institution and

- (1) Total Disability continues beyond discharge;
- (2) the confinement was during a period of Total Disability, and
- (3) the period of confinement was for at least fourteen (14) consecutive days;

then upon discharge, Monthly Benefits will be payable for the greater of

- (1) the unused portion of the twenty-four (24) month period, or
 - (2) ninety (90) days;
- but in no event beyond the Maximum Duration of Benefits, as shown on the Schedule of Benefits page.

Mental or Nervous Disorders are defined to include disorders which are diagnosed to include a condition such as:

- (1) bipolar disorder (manic depressive syndrome);
- (2) schizophrenia;
- (3) delusional (paranoid) disorders;
- (4) psychotic disorders;
- (5) depressive disorders;
- (6) anxiety disorders;
- (7) somatoform disorders (psychosomatic illness);
- (8) eating disorders; or
- (9) mental illness.

SUBSTANCE ABUSE: Monthly Benefits for Total Disability due to alcoholism or drug addiction will be payable while you are a participant in a Substance Abuse Rehabilitation Program. The Monthly Benefit will not be payable beyond twenty-four (24) months.

If, during a period of Total Disability due to Substance Abuse for which a Monthly Benefit is payable, you are able to perform Rehabilitative Employment, the Monthly Benefit, less 50% of any of the money received from this Rehabilitative Employment will be paid until: (1) you are performing all the material duties of your Regular Occupation on a full-time basis; or (2) the end of twenty-four (24) consecutive months from the date that the Elimination Period is satisfied, whichever is earlier. All terms and conditions of the Rehabilitation Benefit will apply to Rehabilitative Employment due to Substance Abuse.

"Substance Abuse" means the pattern of pathological use of a Substance which is characterized by:

- (1) impairments in social and/or occupational functioning;
 - (2) debilitating physical condition;
 - (3) inability to abstain from or reduce consumption of the Substance;
- or
- (4) the need for daily Substance use for adequate functioning.

"Substance" means alcohol and those drugs included on the Department of Health, Retardation and Hospitals' Substance Abuse list of addictive drugs, except tobacco and caffeine are excluded.

A Substance Abuse Rehabilitation Program means a program supervised by a Physician or a licensed rehabilitation specialist approved by us.

SPECIFIC INDEMNITY BENEFIT

If you suffer any one of the Losses listed below from an accident resulting in an Injury, we will pay a guaranteed minimum number of Monthly Benefit payments, as shown below. However:

- (1) the Loss must occur within one hundred and eighty (180) days, and
- (2) you must live past the Elimination Period.

<u>For Loss of:</u>	<u>Number of Monthly Benefit Payments:</u>
Both Hands.....	46 Months
Both Feet.....	46 Months
Entire Sight in Both Eyes.....	46 Months
Hearing in Both Ears.....	46 Months
Speech.....	46 Months
One Hand and One Foot.....	46 Months
One Hand and Entire Sight in One Eye.....	46 Months
One Foot and Entire Sight in One Eye.....	46 Months
One Arm.....	35 Months
One Leg.....	35 Months
One Hand.....	23 Months
One Foot.....	23 Months
Entire Sight in One Eye.....	15 Months
Hearing in One Ear.....	15 Months

"Loss(es)" with respect to:

- (1) hand or foot, means the complete severance through or above the wrist or ankle joint;
- (2) arm or leg, means the complete severance through or above the elbow or knee joint, or
- (3) sight, speech or hearing, means total and irrecoverable Loss thereof.

If more than one (1) Loss results from any one accident, payment will be made for the Loss for which the greatest number of Monthly Benefit payments is provided.

The amount payable is the Monthly Benefit, as shown on the Schedule of Benefits page, with no reduction from Other Income Benefits. The number of Monthly Benefit payments will not cease if you return to Active Work. If death occurs after we begin paying Monthly Benefits, but before the Specific Indemnity Benefit has been paid according to the above schedule, the balance remaining at time of death will be paid to your

estate, unless a beneficiary is on record with us under the Policy. Benefits may be payable longer than shown above as long as you are still Totally Disabled, subject to the Maximum Duration of Benefits, as shown on the Schedule of Benefits page.

SURVIVOR BENEFIT - LUMP SUM

We will pay a benefit to your Survivor when we receive proof that you died while:

- (1) you were receiving Monthly Benefits from us, and
- (2) you were Totally Disabled for at least one hundred and eighty (180) consecutive days.

The benefit will be an amount equal to 3 times your last Monthly Benefit. The last Monthly Benefit is the benefit you were eligible to receive right before your death. It is not reduced by wages earned while in Rehabilitative Employment.

"Survivor" means your spouse. If the spouse dies before you or if you were legally separated, then your natural, legally adopted or step-children, who are under age twenty-five (25) will be the Survivor(s). If there are no eligible Survivors, payment will be made to your estate, unless a beneficiary is on record with us under the Policy.

A benefit payable to a minor may be paid to the minor's legally appointed guardian. If there is no guardian, at our option, we may pay the benefit to an adult that has, in our opinion, assumed the custody and main support of the minor. We will not be liable for any payment we have made in good faith.

COST OF LIVING BENEFIT

If the Consumer Price Index (CPI-W) published by the United States Department of Labor increases while an Insured is receiving Monthly Benefits from us, an additional benefit will be payable. The Cost of Living Benefit will be payable during any of the first ten (10) years, following satisfaction of the Elimination Period, in which the Consumer Price Index increases.

Percentage increases in the Consumer Price Index will be calculated by us each year. The increase will be based on a comparison of published annual Consumer Price Index statistics in October of each year. If the Consumer Price Index is changed or no longer published, the most comparable index (in our opinion) then published will be used for these purposes.

This amount payable will be the lesser of the following, multiplied by the Monthly Benefit you are currently receiving:

- (1) 3%; or
- (2) the most recently determined annual percentage increase in the Consumer Price Index.

This amount will be added to your Monthly Benefit and will be payable while you continue to be entitled to Monthly Benefits.

The first Cost of Living Benefit increase will become effective on:

- (1) the January 1st of the first year following the year in which the Elimination Period was satisfied; or
- (2) the date the Consumer Price Index is first determined to have increased.

WORK INCENTIVE AND CHILD CARE BENEFITS

WORK INCENTIVE BENEFIT

During the first twelve (12) months of Total Disability for which a Monthly Benefit is payable, we will not offset earnings from Rehabilitative Employment until the sum of:

- (1) the Monthly Benefit prior to offsets with Other Income Benefits; and
- (2) earnings from Rehabilitative Employment; exceed 100% of your Covered Monthly Earnings. If the sum above exceeds 100% of Covered Monthly Earnings, our Benefit Amount will be reduced by such excess amount until the sum of (1) and (2) above equals 100%.

CHILD CARE BENEFIT

We will allow a Child Care Benefit if:

- (1) you are receiving benefits under the Work Incentive Benefit;
- (2) your Child(ren) is (are) under 14 years of age;
- (3) the child care is provided by a non-relative; and
- (4) the charges for child care are documented by a receipt from the caregiver, including social security number or taxpayer identification number.

During the twelve (12) month period in which you are eligible for the Work Incentive Benefit, an amount equal to actual expenses incurred for child care, up to a maximum of \$250 per month, will be added to your Covered Monthly Earnings when calculating the Benefit Amount under the Work Incentive Benefit.

Child(ren) means: your unmarried child(ren), including any foster child, adopted child or step child who resides in your home and is financially dependent on you for support and maintenance.

FAMILY AND MEDICAL LEAVE OF ABSENCE BENEFIT

We will allow your coverage to continue, for up to twelve (12) weeks in a twelve (12) month period, if you are eligible for, and the Policyholder has approved, a Family and Medical Leave of Absence under the terms of the Family and Medical Leave Act of 1993, as amended, for any of the following reasons:

- (1) To provide care after the birth of a son or daughter; or
- (2) To provide care for a son or daughter upon legal adoption; or
- (3) To provide care after the placement of a foster child in your home; or
- (4) To provide care to a spouse, son, daughter, or parent due to serious illness; or
- (5) To take care of your own serious health condition as explained below.

If you, due to your own serious health condition, meet the definition of Total Disability as well as all other requirements in the Policy, you will be considered Totally Disabled and eligible to receive a Monthly Benefit. All premiums will be waived as long as you are receiving such Monthly Benefit. If you, due to your own serious health condition, are working on a reduced leave schedule or an intermittent leave schedule, as described by the Family and Medical Leave Act of 1993, as amended, but are not considered Totally Disabled under the Policy, premium payments will be continued under this benefit.

You will not qualify for the Family and Medical Leave of Absence Benefit unless we have received proof from the Policyholder in a form satisfactory to us, that you have been granted a leave under the terms of the Family and Medical Leave Act of 1993, as amended. Such proof: (1) must outline the terms of your leave; and (2) give the date the leave began; and (3) the date it is expected to end; and (4) must be received by us within thirty-one (31) days after a claim for benefits has been filed with us.

If the Policyholder grants you a Family and Medical Leave of Absence, the following applies to you:

- (1) While you are on an approved Family and Medical Leave of Absence, the required premium must be paid according to the terms specified in the Policy to keep the insurance in force.
- (2) While you are on an approved Family and Medical Leave of Absence, you will be considered Actively at Work in all instances unless such leave is due to your own illness, injury, or disability. Changes such as revisions to coverage because of age, class,

or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective if you are not Actively at Work until such time as you return to Active Work for one full day.

(3) If you become Totally Disabled while on a Family and Medical Leave of Absence, any Monthly Benefit which becomes payable will be based on your Covered Monthly Earnings received from the Policyholder immediately prior to the date of Total Disability.

(4) Coverage will terminate if you do not return to work as scheduled according to the terms of the Policyholder agreement with you. In no case will coverage be extended under this benefit beyond twelve (12) weeks in a twelve (12) month period. Insurance will not be terminated if you become Totally Disabled during the period of the leave and are eligible for benefits according to the terms of the Policy.

All other terms and conditions of the Policy will remain in force while you are on an approved Family and Medical Leave of Absence.

MILITARY SERVICES LEAVE OF ABSENCE COVERAGE

We will allow your coverage to continue, for up to twelve (12) weeks in a twelve (12) month period, if you enter the military service of the United States. While you are on a Military Services Leave of Absence, the required premium must be paid according to the terms specified in the Policy to keep the insurance in force. Changes such as revisions to coverage because of age, class or salary changes will apply during the leave except that increases in amount of insurance, whether automatic or subject to election, are not effective until you have returned to work from Military Services Leave of Absence for one full day. All other terms and conditions of the Policy will remain in force during the continuation period. Your continued coverage will cease on the earliest of the following dates:

- (1) the date the Policy terminates; or
- (2) the date ending the last period for which any required premium was paid; or
- (3) twelve (12) weeks from the date your continued coverage began.

The Policy, however, does not cover any loss which occurs while on active duty in the military service if such loss is caused by or arises out of such military service, including but not limited to war or act of war (whether declared or undeclared) and is also subject to any other exclusions listed in the Exclusions provision.

EXTENDED DISABILITY BENEFIT

We will pay an Extended Disability Benefit to you if you:

- (1) meet all the requirements of Total Disability of the Policy, and
- (2) are receiving a Total Disability Benefit under the Policy that will be exhausted because the Maximum Duration of Benefits has ended; and
- (3) are unable to function without another person's Direct Assistance or verbal direction due to:
 - (a) an inability to perform at least two Activities of Daily Living (ADL) as defined; or
 - (b) Cognitive Impairment as defined; and
- (4) are either:
 - (a) confined as an Inpatient in a Skilled Nursing Home, Rehabilitation Facility or Rehabilitative Hospital in which patients receive care from licensed medical professionals; or
 - (b) receiving Home Health Care or Hospice Care; and
- (5) make a Written Request for this benefit within thirty (30) days after the Maximum Duration of Benefits has ended.

The Extended Disability Benefit:

- (1) will be an amount equal to 85% of the Monthly Benefit after offsets with Other Income Benefits which was payable prior to you qualifying for the Extended Disability Benefit up to a maximum of \$5,000 per month; and
- (2) is payable for a maximum of sixty (60) months measured from the date that the Maximum Duration of Benefits has ended.

Definitions:

*Activities of Daily Living (ADL) means:

- (1) Bathing - the ability to wash oneself in the tub or shower or by sponge bath from a basin without Direct Assistance;
- (2) Dressing - the ability to change clothes without Direct Assistance, including fastening and unfastening any medically necessary braces or artificial limbs;
- (3) Eating/Feeding - the ability to eat without Direct Assistance, once food has been prepared and made available;
- (4) Transferring - the ability to move in and out of a chair or bed without

Direct Assistance, except with the aid of equipment (including support and other mechanical devices); and

- (5) Toileting - the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to adjust clothing without Direct Assistance.

Cognitively Impaired and *Cognitive Impairment* means your confusion or disorientation due to organic changes in the brain resulting in a deterioration or loss in intellectual capacity as confirmed by cognitive or other tests satisfactory to us.

Direct Assistance means you require continuous help or oversight to be able to perform the Activity of Daily Living (ADL).

Home Health Care means medical and non-medical services provided in your residence due to Injury or Sickness, including: visiting nurse services; physical, respiratory, occupational or speech therapy; nutritional counseling; and home health aide services. Home Health Care services must be: (1) prescribed by and provided under the supervision of a Physician; and (2) rendered by a licensed home health care provider who is not a member of your immediate family. Home Health Care does not include: homemaker, companion and home delivered meals services; nor informal care services provided by your family members.

Hospice Care means a program of care which coordinates the special needs of a person with a Terminal Illness. Hospice Care must be: (1) prescribed by and provided under the supervision of a Physician; and (2) rendered by a licensed hospice care provider who is not a member of your immediate family.

Inpatient means a person confined in a Skilled Nursing Home, Rehabilitation Facility or Rehabilitative Hospital, for whom a daily room and board charge is made.

Pre-existing Condition means with respect to the Extended Disability Benefit only, any Sickness or Injury for which you received medical treatment, consultation, care or services, including diagnostic procedures, or took prescribed drugs or medicines, during the three (3) months immediately preceding your effective date of insurance.

Rehabilitation Facility or Rehabilitative Hospital means any facility or Hospital that is licensed in the state in which it is operating to provide rehabilitation services, therapy or retraining to you to enable you to walk, communicate, and/or function as a member of society.

**CLAIM PROCEDURES FOR CLAIMS FILED WITH
RELIANCE STANDARD LIFE INSURANCE COMPANY
ON OR AFTER JANUARY 1, 2002**

CLAIMS FOR BENEFITS

Claims may be submitted by mailing the completed form along with any requested information to:

Reliance Standard Life Insurance Company
Claims Department
P.O. Box 8330
Philadelphia, PA 19101-8330

Claim forms are available from your benefits representative or may be requested by writing to the above address or by calling 1-800-644-1103.

TIMING OF NOTIFICATION OF BENEFIT DETERMINATION

Non-Disability Benefit Claims
If a non-disability claim is wholly or partially denied, the claimant shall be notified of the adverse benefit determination within a reasonable period of time, but not later than 90 days after our receipt of the claim, unless it is determined that special circumstances require an extension of time for processing the claim. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate that the special circumstances requiring an extension of time and the date by which the benefit determination is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing.

**Claim Procedures and
ERISA Statement of Rights**

Disability Benefit Claims

In the case of a claim for disability benefits, the claimant shall be notified of the adverse benefit determination within a reasonable period of time, but not later than 45 days after our receipt of the claim. This period may be extended for up to 30 days, provided that it is determined that such an extension is necessary due to matters beyond our control and that notification is provided to the claimant prior to the expiration of the initial 45-day period, or the circumstances requiring the extension of time and the date by which a decision is expected to be rendered. If, prior to the end of the first 30-day extension period, it is determined that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the claimant is notified, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date by which a decision is expected to be rendered. In the case of any such extension, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

Calculating time periods. The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION

Non-Disability Benefit Claims

A Claimant shall be provided with written notification of any adverse benefit determination. The notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A description of any additional material or information necessary for

4. the claimant to perfect the claim and an explanation of why such material or information is necessary; and
A description of the review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") (where applicable), following an adverse benefit determination on review.

Disability Benefit Claims

A claimant shall be provided with written notification of any adverse benefit determination. The notification shall be set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
4. A description of the review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") (where applicable), following an adverse benefit determination on review; and
If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request.
- 5.

REHABILITATION BENEFIT

"Rehabilitative Employment" means work in any gainful occupation for which your training, education or experience will reasonably allow. The work must be supervised by a Physician or a licensed or certified rehabilitation specialist approved by us. Rehabilitative Employment includes work performed while Partially Disabled, but does not include performing all the material duties of your Regular Occupation on a full-time basis.

If you are receiving a Monthly Benefit because you are considered Totally Disabled under the terms of the Policy and are able to perform Rehabilitative Employment, we will continue to pay the Monthly Benefit less an amount equal to 50% of earnings received through such Rehabilitative Employment.

If you are able to perform Rehabilitative Employment when Totally Disabled due to Substance Abuse, we will continue to pay the Monthly Benefit less an amount equal to 50% of earnings received through such Rehabilitative Employment. This Monthly Benefit is payable for a maximum of twenty-four (24) consecutive months from the date the Elimination Period is satisfied.

You will be considered able to perform Rehabilitative Employment if a Physician or licensed or certified rehabilitation specialist approved by us determines that you can perform such employment. If you refuse such Rehabilitative Employment or have been performing Rehabilitative Employment, and refuse to continue such employment, the Monthly Benefit will be reduced by 50%, without regard to the Minimum Monthly Benefit.

Skilled Nursing Home means a facility or part of a facility that is licensed or certified in the state in which it is operating to provide Skilled Nursing Care.

Skilled Nursing Care means that level of care which:

- (1) requires the training and skills of a Registered Nurse;
- (2) is prescribed by a Physician;
- (3) is based on generally recognized and accepted standards of health care by the American Medical Association, and
- (4) is appropriate for the diagnosis and treatment of your Sickness or Injury.

Terminal Illness means a Sickness or physical condition that is certified by a Physician in a written statement, on a form prescribed by us, to reasonably be expected to result in death in less than twelve (12) months.

Written Request means a request made, in writing, by you to us.

Pre-existing Conditions Limitation.

With respect to the Extended Disability Benefit only, benefits will not be paid for a Total Disability:

- (1) caused by;
- (2) contributed to by; or
- (3) resulting from;

a Pre-existing Condition unless you have been Actively at Work for one (1) full day following the end of twelve (12) consecutive months measured from your effective date of insurance with us.

No benefits will be paid under the Extended Disability Benefit if your Total Disability occurred before your effective date of insurance with us.

The Extended Disability Benefit will cease to be payable on the earliest of the following dates:

- (1) the date you die; or
- (2) the date you no longer meet the requirements of Total Disability of the Policy; or
- (3) the date you:

(a) are no longer confined as an Inpatient in a Skilled Nursing Home, Rehabilitative Facility or Rehabilitation Hospital; or

- (b) are no longer receiving Home Health Care or Hospice Care; or
- (4) the date you are no longer considered Cognitively Impaired; or
- (5) the date you are no longer unable to perform at least two Activities of Daily Living (ADL); or
- (6) the date you receive your 60th monthly Extended Disability Benefit payment.

The Extended Disability Benefit will not be payable for Total Disability which is caused by or results from conditions for which Monthly Benefits are specifically limited by the Policy such as Mental or Nervous Disorders, alcoholism, drug addiction, or other Substance Abuse, musculoskeletal and connective tissue disorders, chronic fatigue syndrome, Environmental Allergic or Reactive Illness, or Self-Reported Conditions.

If the Policy contains a Survivor Benefit, Activities of Daily Living Benefit (ADL), Catastrophic Care Benefit, Supplemental Pension Benefit, Living Benefit, Cost of Living Benefit or a Conversion Privilege, such benefits are not applicable when receiving benefits under the Extended Disability Benefit.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

Appeals of adverse benefit determinations may be submitted in accordance with the following procedures to:

Reliance Standard Life Insurance Company
Quality Review Unit
P. O. Box 8330
Philadelphia, PA 19101-8330

Non-Disability Benefit Claims

1. Claimants (or their authorized representatives) must appeal within 60 days following their receipt of a notification of an adverse benefit determination, and only one appeal is allowed.
2. Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal.
3. Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.
4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
5. No deference to the initial adverse benefit determination shall be afforded upon appeal.
6. The appeal shall be conducted by an individual who is neither the individual who made the (underlying) adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual and
7. Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's adverse benefit determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination; and

Disability Benefit Claims

1. Claimants (or their authorized representatives) must appeal within 180 days following their receipt of a notification of an adverse benefit determination, and only one appeal is allowed.
2. Claimants shall be provided with the opportunity to submit written comments, documents, records, and/or other information relating to the claim for benefits in conjunction with their timely appeal.
3. Claimants shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and

other information relevant to the claimant's claim for benefits:

4. The review on (timely) appeal shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
5. No deference to the initial adverse benefit determination shall be afforded upon appeal;
6. The appeal shall be conducted by an individual who is neither the individual who made the (underlying) adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
7. Any medical or vocational expert(s) whose advice was obtained in connection with a claimant's adverse benefit determination shall be identified, without regard to whether the advice was relied upon in making the benefit determination; and
8. In deciding the appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, the individual conducting the appeal shall consult with a health care professional:
 - (a) who has appropriate training and experience in the field of medicine involved in the medical judgment; and
 - (b) who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

TIMING OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

Non-Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information

necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

Disability Benefit Claims

The claimant (or their authorized representative) shall be notified of the benefit determination on review within a reasonable period of time, but not later than 45 days after receipt of the claimant's timely request for review, unless it is determined that special circumstances require an extension of time for processing the appeal. If it is determined that an extension shall be furnished to the claimant prior to the termination of the initial 45-day period, in no event shall such extension exceed a period of 45 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the determination on review is expected to be rendered.

Calculating time periods. The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is timely filed, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. In the event that a period of time is extended as above due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW

Non-Disability Benefit Claims

A claimant shall be provided with written notification of the benefit determination on review. In the case of an adverse benefit determination on review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based.

3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
4. A statement of the claimant's right to bring an action under section 502(e) of ERISA (where applicable).

Disability Benefit Claims

A claimant must be provided with written notification of the determination on review. In the case of adverse benefit determination on review, the notification shall set forth, in a manner calculated to be understood by the claimant, the following:

1. The specific reason or reasons for the adverse determination;
2. Reference to the specific plan/policy provisions on which the determination is based;
3. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
4. A statement of the claimant's right to bring an action under section 502(e) of ERISA (where applicable);
5. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request; and
6. The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency (where applicable)."

DEFINITIONS

The term "adverse benefit determination" means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in a plan.

The term "us" or "our" refers to Reliance Standard Life Insurance Company.

The term "relevant" means:

A document, record, or other information shall be considered relevant to a claimant's claim if such document, record or other information:

- Was relied upon in making the benefit determination;
- Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination;
- Demonstrates compliance with administrative processes and safeguards designed to ensure and to verify that benefit claim determinations are made in accordance with governing plan documents and that, where appropriate, the plan provisions have been applied consistently with respect to similarly situated claimants; or
- In the case of a plan providing disability benefits, constitutes a statement of policy or guidance with respect to the plan concerning the denied benefit of the claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

The term "Reliance Standard Life Insurance Company" means Reliance Standard Life Insurance Company and/or its authorized claim administrators.

ERISA STATEMENT OF RIGHTS

As a participant in the Group Insurance Plan, you may be entitled to certain rights and protections in the event that the Employee Retirement Income Security Act of 1974 (ERISA) applies. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interests of you and other Plan Participants and Beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Reliance Standard Life Insurance Company shall serve as the claims review fiduciary with respect to the insurance policy and the Plan. The claims review fiduciary has the discretionary authority to interpret the Plan and the insurance policy and to determine eligibility for benefits. Decisions by the claims review fiduciary shall be complete, final and binding on all parties.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal Court. If it should happen that Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

RELIANCE STANDARD
Life Insurance Company

a DELTA company

Home Office: Chicago, Illinois
Administrative Office: Philadelphia, Pennsylvania

LTD 114853
Ed. 10/2006

CLASS 1

APPENDIX B
INDIVIDUAL TEACHER CONTRACTS

**CONTRACT FOR PROFESSIONAL SERVICES IN THE
MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS**

TENURE TEACHER CONTRACT FOR 20____ - 20____

This contract entered into this ____ day of _____, 20____ by and between the Board of Education of the School District of Melvindale-Northern Allen Park, County of Wayne, State of Michigan, (hereinafter termed the District) and _____, (hereinafter called the Teacher).

WITNESSETH:

1. The Board of Education of the School District of Melvindale-Northern Allen Park has, through formal resolution, appointed you as a teacher/employee on continuing contract/tenure in the public schools of the District. The term of your employment shall be permanent after the commencement of the opening of the 20____ - 20____ school year.
2. The Teacher and District recognize that wages, hours, terms and conditions of the continuing employment relationship are subject to and governed by the collective bargaining agreement between the District and the Melvindale Federation of Teachers, which for the 20____ - 20____ school year, is the agreement between the District and said Federation of the date of _____. Said collective bargaining agreement being incorporated herein by reference as though specifically fully set forth in this agreement. By accepting and signing this contract the Teacher agrees to be bound by all such terms, including provisions of Article VII RIGHTS AND RESPONSIBILITIES OF BARGAINING AGENT - DUES AND SERVICE FEE - PAYROLL DEDUCTIONS thereof.
3. The Teacher and the District agree to obey the provisions of the School Code, including the provisions of the Tenure Act (Act 4 of the P.A. (Ex. Sess), 1937, as amended).
4. The Teacher agrees to perform duties required by law and to obey and fulfill the rules and regulations and educational programs or policies established by the District consistent with the above mentioned collective bargaining agreement during the entire term of this 2006-2009 agreement.
5. The Teacher represents that he/she holds all certificates and other qualifications required by law to teach in the District. It being understood and agreed that this contract may be terminated if the Teacher is without certification to legally qualify him/her to hold a teacher's contract.
6. A Teacher, who has not previously attained tenure in a position other than as a classroom teacher, shall not be deemed to have tenure in such a position by virtue of this contract, but shall be deemed to have continuing tenure as an active classroom teacher.
7. The District agrees to pay the Teacher a salary in the amount of \$_____ during the current school year in accordance with the current salary schedule with such deductions as are required by law and/or the collective bargaining agreement; and/or authorized by the Teacher.
8. The District agrees to provide all other compensation and fringe benefits specified by the current collective bargaining agreement and that the assignment and/or transfer of the Teacher is subject to the terms of said agreement.

In witness whereof the parties have set their hands and seals this

_____ day of _____, 20____

Teacher

Cora M. Kelly, Chief Executive Officer

**CONTRACT FOR PROFESSIONAL SERVICES IN THE
MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS**

PROBATIONARY TEACHER CONTRACT FOR 20____ - 20____

This contract entered into this ____ day of _____, 20____ by and between the Board of Education of the School District of Melvindale-Northern Allen Park, County of Wayne, State of Michigan, (hereinafter termed the District) and _____, (hereinafter called the Teacher).

WITNESSETH:

1. The Board of Education of the School District of Melvindale-Northern Allen Park has, through formal resolution, appointed you as a probationary teacher in the public schools of the District for the 20____ - 20____ school year.
2. The Teacher and District recognize that wages, hours, terms and conditions of the continuing employment relationship are subject to and governed by the collective bargaining agreement between the District and the Melvindale Federation of Teachers, which for the 20____ - 20____ school year, is the agreement between the District and said Federation of the date of _____. Said collective bargaining agreement being incorporated herein by reference as though specifically fully set forth in this agreement. By accepting and signing this contract the Teacher agrees to be bound by all such terms, including provisions of Article VII RIGHTS AND RESPONSIBILITIES OF BARGAINING AGENT - DUES AND SERVICE FEE - PAYROLL DEDUCTIONS thereof.
3. The Teacher and the District agree to obey the provisions of the School Code, including the provisions of the Tenure Act (Act 4 of the P.A. (Ex. Sess), 1937, as amended).
4. The Teacher agrees to perform duties required by law and to obey and fulfill the rules and regulations and educational programs or policies established by the District consistent with the above mentioned collective bargaining agreement during the entire term of this 2006-2009 agreement.
5. The Teacher represents that he/she holds all certificates and other qualifications required by law to teach in the District. It being understood and agreed that this contract may be terminated if the Teacher is without certification to legally qualifies him/her to hold a teacher's contract.
6. A Teacher, who has not previously attained tenure in a position other than as a classroom teacher, shall not be deemed to have tenure in such a position by virtue of this contract, but shall be deemed to have continuing tenure as an active classroom teacher upon completion of the appropriate probationary period.
7. The District agrees to pay the Teacher a salary in the amount of \$_____ during the current school year in accordance with the current salary schedule with such deductions as are required by law and/or the collective bargaining agreement; and/or authorized by the Teacher.
8. The District agrees to provide all other compensation and fringe benefits specified by the current collective bargaining agreement and that the assignment and/or transfer of the Teacher are subject to the terms of said agreement.

In witness whereof the parties have set their hands and seals this

_____ day of _____, 20____

Teacher

Cora M. Kelly, Chief Executive Officer

APPENDIX C
PAYROLL SCHEDULE

2006 - 2007 PAYROLL SCHEDULE

06-07 Month	Scheduled Pay Date	Actual Pay Date	21 Pay Periods	26 Pay Periods	MFT Dues	21 Pays AFLAC TSA & CU	26 Pays AFLAC TSA & CU	Life Insurance	Hospital Insurance
September	9/8/2006	9/8/2006	1	1		1	1	1	1
September	9/22/2006	9/22/2006	2	2		2	2		
October	10/6/2006	10/6/2006	3	3	1	3	3	2	2
October	10/20/2006	10/20/2006	4	4		4	4		
November	11/3/2006	11/3/2006	5	5	2	5	5	3	3
November	11/17/2006	11/17/2006	6	6		6	6		
December	12/1/2006	12/1/2006	7	7	3	7	7	4	4
December	12/15/2006	12/15/2006	8	8		8	8		
December	12/22/2006	**12/29/2006**	9	9		9	9		
January	1/12/2007	1/12/2007	10	10	4	10	10	5	5
January	1/26/2007	1/26/2007	11	11		11	11		
February	2/9/2007	2/9/2007	12	12	5	12	12	6	6
February	2/22/2007	**2/23/2007**	13	13		13	13		
March	3/9/2007	3/9/2007	14	14	6	14	14	7	7
March	3/23/2007	3/23/2007	15	15		15	15		
April	4/5/2007	**4/6/2007**	16	16	7	16	16	8	8
April	4/20/2007	4/20/2007	17	17		17	17		
May	5/4/2007	5/4/2007	18	18	8	18	18	9	9
May	5/18/2007	5/18/2007	19	19		19	19		
June	6/1/2007	6/1/2007	20	20	9	20	20	10*	10*
June	6/15/2007	6/15/2007	21	21		21	21		
June	6/29/2007	6/29/2007	22	22		22	22		
July	7/13/2007	7/13/2007	23	23		23	23	11	11
July	7/27/2007	7/27/2005	24	24		24	24		
August	8/10/2007	8/10/2007	25	25		25	25	12	12
August	8/24/2007	8/24/2007	26	26		26	26		

*Note: Three (3) month deduction for 21-pay employees.

Note: The Actual Pay Date is different than the Scheduled Pay Date due to Holiday/Break.

**APPENDIX C
2007 - 2008 PAYROLL SCHEDULE**

07-08 Month	Scheduled Pay Date	Actual Pay Date	21 Pay Periods	26 Pay Periods	MFT Dues	21 Pays AFLAC TSA & CU	26 Pays AFLAC TSA & CU	Life Insurance	Hospital Insurance
September	9/7/2007	9/7/2007	1	1		1	1	1	1
September	9/21/2007	9/21/2007	2	2		2	2		
October	10/5/2007	10/5/2007	3	3	1	3	3	2	2
October	10/19/2007	10/19/2007	4	4		4	4		
November	11/2/2007	11/2/2007	5	5	2	5	5	3	3
November	11/16/2007	11/16/2007	6	6		6	6		
November	11/30/2007	11/30/2007	7	7		7	7		
December	12/14/2007	12/14/2007	8	8	3	8	8	4	4
December	12/21/2007	**12/28/2007**	9	9		9	9		
January	1/11/2008	1/11/2008	10	10	4	10	10	5	5
January	1/25/2008	1/25/2008	11	11		11	11		
February	2/8/2008	2/8/2008	12	12	5	12	12	6	6
February	2/21/2008	**2/22/2008**	13	13		13	13		
March	3/7/2008	3/7/2008	14	14	6	14	14	7	7
March	3/20/2008	**3/21/2008**	15	15		15	15		
April	4/4/2008	4/4/2008	16	16	7	16	16	8	8
April	4/18/2008	4/18/2008	17	17		17	17		
May	5/2/2008	5/2/2008	18	18	8	18	18	9	9
May	5/16/2008	5/16/2008	19	19		19	19		
May	5/30/2008	5/30/2008	20	20		20	20		
June	6/13/2008	6/13/2008	21	21	9	21	21	10*	10*
June	6/27/2008	6/27/2008	22	22		22	22		
July	7/11/2008	7/11/2008	23	23		23	23	11	11
July	7/25/2008	7/25/2008	24	24		24	24		
August	8/8/2008	8/8/2008	25	25		25	25	12	12
August	8/22/2008	8/22/2008	26	26		26	26		

*Note: Three (3) month deduction for 21-pay employees.

Note: The Actual Pay Date is different than the Scheduled Pay Date due to Holiday/Break.

**APPENDIX C
2008 - 2009 PAYROLL SCHEDULE**

08-09 Month	Scheduled Pay Date	Actual Pay Date	21 Pay Periods	26 Pay Periods	MFT Dues	21 Pays AFLAC TSA & CU	26 Pays AFLAC TSA & CU	Life Insurance	Hospital Insurance
September	9/5/2008	9/5/2008	1	1		1	1	1	1
September	9/19/2008	9/19/2008	2	2		2	2		
October	10/3/2008	10/3/2008	3	3	1	3	3	2	2
October	10/17/2008	10/17/2008	4	4		4	4		
October	10/31/2008	10/31/2008	5	5		5	5		
November	11/14/2008	11/14/2008	6	6	2	6	6	3	3
November	11/26/2008	***11/28/2008**	7	7		7	7		
December	12/12/2008	12/12/2008	8	8	3	8	8	4	4
December	12/19/2008	***12/26/2008**	9	9		9	9		
January	1/9/2009	1/9/2009	10	10	4	10	10	5	5
January	1/23/2009	1/23/2009	11	11		11	11		
February	2/6/2009	2/6/2009	12	12	5	12	12	6	6
February	2/19/2009	**2/20/2009**	13	13		13	13		
March	3/6/2009	3/6/2009	14	14	6	14	14	7	7
March	3/20/2009	3/20/2009	15	15		15	15		
April	4/3/2009	4/3/2009	16	16	7	16	16	8	8
April	4/19/2009	**4/17/2009**	17	17		17	17		
May	5/1/2009	5/1/2009	18	18	8	18	18	9	9
May	5/15/2009	5/15/2009	19	19		19	19		
May	5/29/2009	5/29/2009	20	20		20	20		
June	6/12/2009	6/12/2009	21	21	9	21	21	10*	10*
June	6/26/2009	6/26/2009	22	22		22	22		
July	7/10/2009	7/10/2009	23	23		23	23	11	11
July	7/24/2009	7/24/2009	24	24		24	24		
August	8/7/2009	8/7/2009	25	25		25	25	12	12
August	8/21/2009	8/21/2009	26	26		26	26		
August	8/28/2009	***08/28/2009***							

*Note: Three (3) month deduction for 21-pay employees.
 Note: The Actual Pay Date is different than the Scheduled Pay Date due to Holiday/Break.
 Note: One week payroll for 52 week non-teaching and Admin employees only.

APPENDIX D
SALARY SCHEDULES

APPENDIX D
2006-2009 TEACHER SALARY SCHEDULE (2.5%, 2.5%, 2%)

2006 - 2007 Teacher's Salary Schedule

Step	BA	1/2 MA	MA	MA + 30	EDS/2ND MA**	PHD***
1	39,803	0	44,333	0	48,162	48,388
2	42,808	0	48,082	0	52,315	52,689
3	45,816	0	51,831	0	56,469	56,992
4	48,822	0	55,580	0	60,623	61,293
5	51,830	0	59,329	0	64,777	65,596
6	54,835	0	63,077	0	68,931	69,898
7	57,842	0	66,827	0	73,086	74,199
8	60,973	0	70,616	0	77,235	78,480
9	63,855	0	74,325	0	81,392	82,804
10	67,973	0	78,441	0	85,509	86,920
Longevity (15+)	68,973	74,207	79,441	82,975	86,509	87,920
Longevity (20+)	69,473	74,707	79,941	83,475	87,009	88,420
Longevity (25+)	69,973	75,207	80,441	83,975	87,509	88,920

2007 - 2008 Teacher's Salary Schedule

Step	BA	1/2 MA	MA	MA + 30	EDS/2ND MA**	PHD***
1	40,798	0	45,442	0	49,366	49,598
2	43,878	0	49,284	0	53,623	54,006
3	46,962	0	53,127	0	57,881	58,417
4	50,042	0	56,969	0	62,138	62,825
5	53,126	0	60,812	0	66,396	67,236
6	56,206	0	64,654	0	70,655	71,645
7	59,288	0	68,498	0	74,913	76,054
8	62,497	0	72,382	0	79,166	80,442
9	65,452	0	76,183	0	83,427	84,874
10	69,672	0	80,402	0	87,646	89,093
Longevity (15+)	70,672	76,037	81,402	85,024	88,646	90,093
Longevity (20+)	71,172	76,537	81,902	85,524	89,146	90,593
Longevity (25+)	71,672	77,037	82,402	86,024	89,646	91,093

2008 - 2009 Teacher's Salary Schedule

Step	BA	1/2 MA	MA	MA + 30	EDS/2ND MA**	PHD***
1	41,614	0	46,350	0	50,353	50,590
2	44,756	0	50,269	0	54,695	55,086
3	47,901	0	54,189	0	59,039	59,585
4	51,043	0	58,108	0	63,381	64,082
5	54,188	0	62,029	0	67,724	68,581
6	57,330	0	65,948	0	72,068	73,078
7	60,474	0	69,868	0	76,411	77,575
8	63,747	0	73,829	0	80,749	82,054
9	66,761	0	77,707	0	85,096	86,574
10	71,066	0	82,010	0	89,399	90,875
Longevity (15+)	72,066	77,538	83,010	86,705	90,399	91,875
Longevity (20+)	72,566	78,038	83,510	87,205	90,899	92,375
Longevity (25+)	73,066	78,538	84,010	87,705	91,399	92,875

** These Degrees are only payable to qualified teachers hired prior to 06/19/2006 (See Article IX for qualification).

*** This Degree is only payable to teachers that have earned a Doctorate prior to 06/19/2006 (See Article IX).

APPENDIX E
EXTRA CONTRACTURAL PAY SCHEDULE

**APPENDIX E
EXTRA CONTRACTUAL PAY SCHEDULE**

Compensation based on percentage of BA1 in the 2006-2007 school year \$39,803.00

HIGH SCHOOL CLUBS	Rate	Min Hours	Amount
Class Coordinator - Fresh (2)	1.0%	15	\$398.03
Class Coordinator - Soph (2)	1.0%	15	\$398.03
Class Coordinator - Junior (2)	2.0%	30	\$796.06
Class Coordinator - Senior (2)	2.0%	30	\$796.06
School Improvement (NCA) (1 NCA stipend per school)	2.0%	30	\$796.06
Up to 10 Clubs.	5.0%	75	\$1,990.15

Clubs must be approved by principal and CEO/Superintendent before assignment (Drama Club paid by play).

JUNIOR SCHOOL CLUBS	Rate	Min Hours	Amount
Up to 9 Clubs.	3.0%	45	\$1,194.09
School Improvement (NCA) (1 NCA stipend per school)	2.0%	30	\$796.06

Clubs must be approved by principal and CEO/Superintendent before assignment.

ELEMENTARY CLUBS	Rate	Min Hours	Amount
Up to 4 Clubs.	2.0%	30	\$796.06
School Improvement (NCA) (1 NCA stipend per school)	2.0%	30	\$796.06

Clubs must be approved by principal and CEO/Superintendent before assignment.

SCIENCE FAIR	Rate
(per event not to exceed 4 hours.)	\$13.70

(The remuneration is for supervision of the fair.)

ART EXHIBITS	Rate
District Art	\$13.70

(Per event not to exceed four hours.)

ATHLETIC SUPERVISION (per contest)	
High School	\$21.06
Junior High School	\$10.53

(The remuneration is for ticket and scoring, etc.)

Dance/Bus Sponsors (Per event)	\$21.06
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EXTRA CONTRACTUAL	Rate
Summer School Teachers	\$19.14 (See contract - certified only)
Federal Program Instructor	\$19.14 (See contract - certified only)
Seventh Hour Study Hall Teacher	\$19.14 (See contract - certified only)
After School Detention	\$19.14 (See contract - certified only)

INSTRUMENTAL MUSIC - HIGH SCHOOL	Rate
(per event not to exceed 4 hours.)	\$13.70

INSTRUMENTAL MUSIC - MIDDLE SCHOOL	Rate
(per event not to exceed 4 hours.)	\$13.70

ELEMENTARY MUSIC	Rate
(Per event-not to exceed four (4) hours.)	\$13.70
(All School band and vocal festivals, Christmas and Spring concerts.)(Four (4) events)(The remuneration is for the person responsible for the program only.)	

VOCAL MUSIC	Rate	Max
High School	\$13.70	\$526.39
Junior High School	\$13.70	\$315.83

(The remuneration listed is for participation in such events as annual music, etc.)

APPENDIX E - COACHING COMPENSATION

Compensation based on percentage of BA1 in the 2006-2007 school year: \$39,803.00

FALL SEASON		
Head Football	12.0%	\$4,776
Asst. Football	9.0%	\$3,582
Asst. Football	9.0%	\$3,582
Asst. Football	9.0%	\$3,582
JV Football	8.0%	\$3,184
JV Football	8.0%	\$3,184
7/8th Football	7.0%	\$2,786
7/8th Football	7.0%	\$2,786
Head Girls Basketball	12.0%	\$4,776
JV Girls Basketball	9.0%	\$3,582
9th Girls Basketball	8.0%	\$3,184
8th Girls Basketball	7.0%	\$2,786
7th Girls Basketball	7.0%	\$2,786
V Boys Golf	6.0%	\$2,388
V Boys Soccer	10.0%	\$3,980
JV Boys Soccer	7.0%	\$2,786
*V Cheerleading	7.0%	\$2,786
*JV Cheerleading	7.0%	\$2,786
*7/8 Cheerleading	5.0%	\$1,990

WINTER SEASON		
V Boys Basketball	12.0%	\$4,776
JV Boys Basketball	9.0%	\$3,582
9th Boys Basketball	8.0%	\$3,184
8th Boys Basketball	7.0%	\$2,786
7th Boys Basketball	7.0%	\$2,786
V Wrestling	10.5%	\$4,179
JV Wrestling	8.0%	\$3,184
7/8 Wrestling	7.0%	\$2,786
V Volleyball	10.5%	\$4,179
JV Volleyball	8.0%	\$3,184
9th Volleyball	7.5%	\$2,985
8th Volleyball	7.0%	\$2,786
7th Volleyball	7.0%	\$2,786

SPRING SEASON		
V Baseball	10.0%	\$3,980
Asst. Baseball	6.0%	\$2,388
JV Baseball	7.0%	\$2,786
8th Baseball	6.0%	\$2,388
7th Baseball	6.0%	\$2,388
V Softball	10.0%	\$3,980
Asst. V Softball	6.0%	\$2,388
JV Softball	7.0%	\$2,786
9th Softball	7.0%	\$2,786
8th Softball	6.0%	\$2,388
7th Softball	6.0%	\$2,388
V Boys Track	10.0%	\$3,980
V Girls Track	10.0%	\$3,980
V Girls Golf	6.0%	\$2,388
V Girls Soccer	10.0%	\$3,980
JV Girls Soccer	7.0%	\$2,786

Total: \$152,246.48

*** Coaches rate of pay will increase .5% per year beginning in the fifth year or more of continuous service in the same sport, cumulative to a maximum of 3.5%.

* Cheerleading Coach stipends are for the Fall/Winter seasons combined.

APPENDIX F
LETTERS OF AGREEMENT

APPENDIX F

Letter of Agreement

By and between the

MELVINDALE – NORTHERN ALLEN PARK BOARD OF EDUCATION

And the

MELVINDALE FEDERATION OF TEACHERS, LOCAL 1051

It is agreed and understood by the parties that professional staff should discharge their assigned duties in a professional manner, and that part of that responsibility includes maintaining a professional image and appearance.

Therefore, it is agreed that jeans are not considered appropriate attire and shall not be worn during the performance of one's professional duties at school.

Exceptions may be made only with the expressed consent of the Building Principal for such occasions as Field Trips, Field Days, Spirit Days or other themed activities sanctioned by the Building Principal.

This letter shall remain in effect until the expiration of the current Collective Bargaining Contract.

For the Union Title

For the Board Title

Date

Date

APPENDIX G
TEACHER'S CALENDAR

APPENDIX G
MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
TEACHER'S CALENDAR 2006-2007

<u>DAY</u>	<u>DATE</u>	<u>EVENT</u>
Tuesday	08/29/06	Professional Development Day - Full Day - No Students
Wednesday	08/30/06	Professional Development Day - Full Day - No Students
Thursday	08/31/06	Teacher Workday - No Students
Friday	09/01/06	School Closed - Labor Day Recess (No Teachers or Students)
Monday	09/04/06	School Closed - Labor Day Recess
Tuesday	09/05/06	Students Report for Full Day of Classes
Friday	10/13/06	Record Day -High School Only - 1/2 Day - No Students in P.M.
Wednesday	10/25/06	Teacher/Parent Conferences - High School - 1/2 Day
Thursday	10/26/06	Teacher Parent Conferences - High School - 1/2 Day
Friday	10/27/06	High School Only - No Teachers or Students Report
Wednesday	11/01/06	Professional Development Day - Full Day - No Students
Friday	11/03/06	Record Day Afternoon for K-8 - No Students in P.M.
Wednesday	11/15/06	Teacher/Parent Conferences - K-8 - 1/2 Day for K-8 Students
Thursday	11/16/06	Teacher/Parent Conferences - K-8 - 1/2 Day for K-8 Students
Friday	11/17/06	K-8 - 1/2 Day (Students and Teachers)
Wednesday	11/22/06	Record Day-High School Only - 1/2 Day - No Students in P.M.
Thursday	11/23/06	Thanksgiving Recess
Monday	11/27/06	Classes Resume
Friday	12/22/06	School Closed at End of Day for Holiday Recess
Monday	12/25/06	Christmas
Monday	01/01/07	New Year's Day
Monday	01/08/07	Classes Resume
Monday	01/15/07	Professional Development Day - Full Day - No Students
Tuesday	01/16/07	Semester Finals - High School - 1/2 day - Afternoon
Wednesday	01/17/07	Semester Finals - High School - 1/2 day - Afternoon
Thursday	01/18/07	Semester Finals - High School - 1/2 day - Afternoon
Friday	01/19/07	Record Day (Afternoon K-8) (Full Day High School)
Friday	01/19/07	End of First Semester
Thursday	02/22/07	Professional Development Day - Full Day - No Students
Friday	02/23/07	School Closed for Winter Break
Tuesday	02/27/07	Classes Resume
Friday	03/02/07	Record Day-High School Only - 1/2 Day - No Students in P.M.
Wednesday	03/14/07	Teacher/Parent Conferences - High School - 1/2 Day
Thursday	03/15/07	Teacher/Parent Conferences - High School - 1/2 Day
Friday	03/16/07	High School Only - No Teachers or Students Report
Friday	03/30/07	Record Day Afternoon for K-8 - No Students in P.M.
Thursday	04/05/07	Schools Closed at End of Day - Spring Recess
Friday	04/06/07	Good Friday
Monday	04/16/07	Classes Resume
Wednesday	04/18/07	Teacher/Parent Conferences - K-8 (1/2 Day for K-8 Students)
Thursday	04/19/07	Teacher/Parent Conferences - K-8 (1/2 Day for K-8 Students)
Friday	04/20/07	K-8 - 1/2 Day (Students and Teachers)
Friday	04/27/07	Record Day-High School Only - 1/2 Day - No Students in P.M.
Monday	05/28/07	Memorial Day - Schools Closed
Friday	06/01/07	K-8 - 1/2 Day for Students (Placement Day in P.M.)
Friday	06/08/07	K-8 - 1/2 Day for Students (Placement Day in P.M.)
Monday	06/11/07	Semester Finals - High School - 1/2 day - Afternoon
Tuesday	06/12/07	Semester Finals - High School - 1/2 day - Afternoon
Wednesday	06/13/07	Semester Finals - High School - 1/2 day - Afternoon
Thursday	06/14/07	Record Day (Afternoon K-8) (Full Day High School)
Friday	06/15/07	Teacher Workday - No Students

APPENDIX G
MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
TEACHER'S CALENDAR 2007-2008

<u>DAY</u>	<u>DATE</u>	<u>EVENT</u>
Tuesday	08/28/07	Professional Development Day - Full Day - No Students
Wednesday	08/29/07	Professional Development Day - Full Day - No Students
Thursday	08/30/07	Teacher Workday - No Students
Friday	08/31/07	School Closed - Labor Day Recess (No Teachers or Students)
Monday	09/03/07	School Closed - Labor Day Recess
Tuesday	09/04/07	Students Report for Full Day of Classes
Friday	10/12/07	Record Day -High School Only - 1/2 Day - No Students in P.M.
Wednesday	10/24/07	Teacher/Parent Conferences - High School - 1/2 Day
Thursday	10/25/07	Teacher Parent Conferences - High School - 1/2 Day
Friday	10/26/07	High School Only - No Teachers or Students Report
Thursday	11/01/07	Professional Development Day - Full Day - No Students
Friday	11/02/07	Record Day Afternoon for K-8 - No Students in P.M.
Wednesday	11/14/07	Teacher/Parent Conferences - K-8 - 5:30-8:00 P.M.
Thursday	11/15/07	Teacher/Parent Conferences - K-8 - 1/2 Day for K-8 Students
Wednesday	11/21/07	(K-8-No Students or Teachers) (9-12 Record Day in P.M.)
Wednesday	11/21/07	Record Day Afternoon for High School - 1/2 Day for 9-12
Thursday	11/22/07	Thanksgiving Recess
Monday	11/26/07	Classes Resume
Friday	12/21/07	School Closed at End of Day for Holiday Recess
Monday	12/25/07	Christmas
Monday	01/01/08	New Year's Day
Monday	01/07/08	Classes Resume
Monday	01/14/08	Professional Development Day - Full Day - No Students
Tuesday	01/15/08	Semester Finals - High School - 1/2 day - Afternoon
Wednesday	01/16/08	Semester Finals - High School - 1/2 day - Afternoon
Thursday	01/17/08	Semester Finals - High School - 1/2 day - Afternoon
Friday	01/18/08	Record Day (Afternoon K-8) (Full Day High School)
Friday	01/18/08	End of First Semester
Thursday	02/21/08	Professional Development Day - Full Day - No Students
Friday	02/22/08	School Closed for Winter Break
Tuesday	02/26/08	Classes Resume
Friday	02/29/08	Record Day-High School Only - 1/2 Day - No Students in P.M.
Wednesday	03/12/08	Teacher/Parent Conferences - High School - 1/2 Day
Thursday	03/13/08	Teacher/Parent Conferences - High School - 1/2 Day
Friday	03/14/08	High School Only - No Teachers or Students Report
Thursday	03/20/08	Schools Closed at End of Day - Spring Recess
Friday	03/21/08	Good Friday
Monday	03/31/08	Classes Resume
Friday	04/04/08	Record Day Afternoon for K-8 - No Students in P.M.
Wednesday	04/16/08	Teacher/Parent Conferences - K-8 (5:30-8:00 P.M.)
Thursday	04/17/08	Teacher/Parent Conferences - K-8 (1/2 Day for K-8 Students)
Friday	04/25/08	Record Day-High School Only - 1/2 Day - No Students in P.M.
Friday	05/23/08	K-8 Only - No Students or Teachers Report
Monday	05/26/08	Memorial Day - Schools Closed
Friday	05/30/08	K-8 - 1/2 Day for Students (Placement Day in P.M.)
Friday	06/06/08	K-8 - 1/2 Day for Students (Placement Day in P.M.)
Monday	06/09/08	Semester Finals - High School - 1/2 day - Afternoon
Tuesday	06/10/08	Semester Finals - High School - 1/2 day - Afternoon
Wednesday	06/11/08	Semester Finals - High School - 1/2 day - Afternoon
Thursday	06/12/08	Record Day (Afternoon K-8) (Full Day High School)
Friday	06/13/08	Teacher Workday - No Students

APPENDIX G
MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
TEACHER'S CALENDAR 2008-2009

<u>DAY</u>	<u>DATE</u>	<u>EVENT</u>
Tuesday	08/26/08	Professional Development Day - Full Day - No Students
Wednesday	08/27/08	Professional Development Day - Full Day - No Students
Thursday	08/28/08	Teacher Workday - No Students
Friday	08/29/08	School Closed - Labor Day Recess (No Teachers or Students)
Monday	09/01/08	School Closed - Labor Day Recess
Tuesday	09/02/08	Students Report for Full Day of Classes
Friday	10/10/08	Record Day -High School Only - 1/2 Day - No Students in P.M.
Wednesday	10/22/08	Teacher/Parent Conferences - High School - 1/2 Day
Thursday	10/23/08	Teacher Parent Conferences - High School - 1/2 Day
Friday	10/24/08	High School Only - No Teachers or Students Report
Monday	11/03/08	Professional Development Day - Full Day - No Students
Friday	11/07/08	Record Day Afternoon for K-8 - No Students in P.M.
Wednesday	11/19/08	Teacher/Parent Conferences - K-8 (5:30-8:00 P.M.)
Thursday	11/20/08	Teacher/Parent Conferences - K-8 - 1/2 Day for K-8 Students
Friday	11/21/08	Record Day Afternoon for High School - 1/2 Day for 9-12
Wednesday	11/26/08	K-8 Only - No Students or Teachers Report
Thursday	11/27/08	Thanksgiving Recess
Monday	12/01/08	Classes Resume
Friday	12/19/08	School Closed at End of Day for Holiday Recess
Thursday	12/05/08	Christmas
Thursday	01/01/09	New Year's Day
Monday	01/05/09	Classes Resume
Monday	01/19/09	Professional Development Day - Full Day - No Students
Tuesday	01/20/09	Semester Finals - High School - 1/2 day - Afternoon
Wednesday	01/21/09	Semester Finals - High School - 1/2 day - Afternoon
Thursday	01/22/09	Semester Finals - High School - 1/2 day - Afternoon
Friday	01/23/09	Record Day (Afternoon K-8) (Full Day High School)
Friday	01/23/09	End of First Semester
Thursday	02/19/09	Professional Development Day - Full Day - No Students
Friday	02/20/09	School Closed for Winter Break
Tuesday	02/24/09	Classes Resume
Friday	03/06/09	Record Day-High School Only - 1/2 Day - No Students in P.M.
Wednesday	03/11/09	Teacher/Parent Conferences - High School - 1/2 Day
Thursday	03/12/09	Teacher/Parent Conferences - High School - 1/2 Day
Friday	03/13/09	High School Only - No Teachers or Students Report
Friday	04/03/09	Record Day Afternoon for K-8 - No Students in P.M.
Tuesday	04/07/09	Teacher/Parent Conferences - K-8 (5:30-8:00 P.M.)
Wednesday	04/08/09	Teacher/Parent Conferences - K-8 (1/2 Day for K-8 Students)
Thursday	04/09/09	No Students or Teachers for K-8 Only
Friday	04/10/09	Good Friday
Monday	04/20/09	Classes Resume
Friday	04/24/09	Record Day-High School Only - 1/2 Day - No Students in P.M.
Monday	05/25/09	Memorial Day - Schools Closed
Friday	05/29/09	K-8 - 1/2 Day for Students (Placement Day in P.M.)
Friday	06/05/09	K-8 - 1/2 Day for Students (Placement Day in P.M.)
Monday	06/08/09	Semester Finals - High School - 1/2 day - Afternoon
Tuesday	06/09/09	Semester Finals - High School - 1/2 day - Afternoon
Wednesday	06/10/09	Semester Finals - High School - 1/2 day - Afternoon
Thursday	06/11/09	Record Day (Afternoon K-8) (Full Day High School)
Friday	06/12/09	Teacher Workday - No Students

APPENDIX H
HEALTH INSURANCE BENEFIT SUMMARIES

COMMUNITY BLUE PPO - PLAN 1 Modified with CB-MT-\$10 and XVA Benefits-at-a Glance

SERVICES		In-Network	Out-of-Network
Preventive Care Services			
Health Maintenance Exam - includes chest x-ray, EKG and select lab procedures	*Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year	Covered 100%*, one per calendar year	Not Covered
Gynecological Exam		Covered 100%*, one per calendar year	Not Covered
Pap Smear Screening - laboratory and pathology services		Covered 100%*, one per calendar year	Not Covered
Well-Baby and Child Care		Covered 100%*	Not Covered
		- 6 visits, birth through 12 months	
		- 6 visits, 13 months through 23 months	
		- 2 visits, 24 months through 35 months	
		- 2 visits, 36 months through 47 months	
		- 1 visit per birth year, 48 months through age 15	
Immunizations		Covered 100%*, up through age 16	Not Covered
Fecal Occult Blood Screening		Covered 100%*, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam		Covered 100%*, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening		Covered 100%*, one per calendar year	Not Covered
Mammography Screening		Covered 100%, one per calendar year, no age restrictions	Covered 80% after deductible
Physician Office Services			
Office Visits		Covered - \$10 copay	Covered 80% after deductible, must be medically necessary
Outpatient and Home Visits		Covered - 100%	Covered 80% after deductible, must be medically necessary
Office Consultation		Covered - \$10 copay	Covered 80% after deductible, must be medically necessary
Urgent Care Visits		Covered - \$10 copay	Covered 80% after deductible, must be medically necessary
Emergency Medical Care			
Hospital Emergency Room		Covered-\$50 copay, waived if admitted or for an accidental injury	Covered-\$50 copay, waived if admitted or for an accidental injury
Ambulance Services - medically necessary		Covered 100%	Covered 100%
Diagnostic Services			
Laboratory and Pathology Services		Covered 100%	Covered 80% after deductible
Diagnostic Tests and X-rays		Covered 100%	Covered 80% after deductible
Therapeutic Radiology		Covered 100%	Covered 80% after deductible
Maternity Services Provided by a Physician			
Prenatal and Postnatal Care		Covered 100% - Includes care provided by a certified nurse midwife	Covered 80% after deductible - Includes care provided by a certified nurse midwife
Delivery and Nursery Care		Covered 100% - Includes delivery provided by a certified nurse midwife	Covered 80% after deductible - Includes delivery provided by a certified nurse midwife
Hospital Care			
Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Non-emergency services must be rendered in a participating hospital		Covered 100% - Unlimited Days	Covered 80% after deductible - Unlimited Days
Inpatient Consultations		Covered 100%	Covered 80% after deductible
Chemotherapy		Covered 100%	Covered 80% after deductible
Alternatives to Hospital Care			
Skilled Nursing Care		Covered 100%, Up to 120 days per calendar year	Covered 100%, Up to 120 days per calendar year
Hospice Care		Covered 100%, Limited to dollar maximum which is adjusted periodically	Covered 100%, Limited to dollar maximum which is adjusted periodically
Home Health Care		Covered 100%, Unlimited visits	Covered 100%, Unlimited visits
Surgical Services			
Surgery - includes related surgical services		Covered 100%	Covered 80% after deductible

COMMUNITY BLUE PPO - PLAN 1 Modified with CB-MT-\$10 and XVA Benefits-at-a Glance

SERVICES		In-Network	Out-of-Network
Human Organ Transplants			
Specified Organ Transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered 100%, Up to \$1 million lifetime maximum per transplant type	Covered - in designated facilities only, Up to \$1 million lifetime maximum per transplant type	
Bone Marrow - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered 100%	Covered 80% after deductible	
Kidney, Cornea and Skin	Covered 100%	Covered 80% after deductible	
Mental Health Care/Substance Abuse Treatment			
Inpatient Mental Health Care	Covered 50% - Unlimited days	Covered 50% after deductible - Unlimited days	
Inpatient Substance Abuse Treatment	Covered 50%, Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	Covered 50% after deductible, Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care - Facility and Clinic - Physician's Office	Covered 50%	Covered 50%	
Outpatient Substance Abuse Treatment - in approved facilities	Covered 50% - Up to the state-dollar amount which is adjusted annually	Covered 50% - Up to the state-dollar amount which is adjusted annually	
Other Services			
Outpatient Diabetes Management Program (ODMP)	Covered 100%	Covered 80% after deductible	
Allergy Testing and Therapy	Covered 100%	Covered 80% after deductible	
Chiropractic Spinal Manipulation	Covered \$10 copay - Up to 24 visits per calendar year	Covered 80% after deductible - Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy - Facility and Clinic - Physician's Office - excludes speech and occupational therapy	Covered 100% Covered 100% A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	Covered 100% Covered 80% after deductible	
Durable Medical Equipment	Covered 100%	Covered 100%	
Prosthetic and Orthotic Appliances	Covered 100%	Covered 100%	
Private Duty Nursing	Covered 50%	Covered 50%	
Prescription Drugs	Not Covered	Not Covered	
Deductible	None	\$250 per member, \$500 family per calendar year	
Copays			
- Fixed Dollar Copays	\$10 for office visits, manipulative treatment and \$50 for emergency room visits	\$50 for emergency room visits	
- Percent Copays	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.	
Copay Dollar Maximums			
- Fixed Dollar Copays	None	None	
- Percent Copays - excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$2,000 per member, \$4,000 per family per calendar year	
Dollar Maximums			
	\$1 million lifetime per covered specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services		
Riders			
Rider CBC-MT, Copay Requirement for Manipulative Treatment	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits		
Rider XVA, Excludes Voluntary Abortions	Excludes benefits for voluntary abortions		

HAP COVERAGE:

PREVENTIVE SERVICES:

- Preventive Office Visits
- Periodic Physical Exams
- Well Baby/Child Exams
- Immunizations
- Routine Eye and Hearing Exams
- Related Lab Tests and X-Rays
- Pap Smears and Mammograms

\$10 copay per visit

OUTPATIENT & PHYSICIAN SERVICES: \$10 copay per visit may apply

- Office Visits
- Allergy Testing and Injections
- Other Injections
- Lab Tests & X-Rays
- Outpatient/Office Surgery & Related Services
- Radiation/Chemotherapy
- Family Planning Services
- Infertility and Related Services
- Physical, Speech and Occupational Therapy

Up to 60 visits per condition lifetime

INPATIENT HOSPITAL SERVICES:

- Days of Care: Unlimited
- Semi-Private Room (Specialty Care Units; when medically necessary): Covered
- Surgery and Related Services: Covered
- Anesthesia: Covered
- Related Lab Tests & X-Rays: Covered
- Related Therapy Services: Covered
- Physician/Professional Services: Covered

HOME HEALTH CARE:

- Home Health Care (by RN or LPN): Covered
- Hospice Care: Covered; 210 days lifetime

MATERNITY SERVICES:

- Outpatient Prenatal and Postnatal Care: \$10 copay per visit
- Labor and Delivery: Covered
- Newborn Care in Hospital: Covered

EMERGENCY/URGENT CARE:

Covered in any hospital or urgent care facility when unable to reach a HAP facility; usually billed directly to HAP

- Emergency Room Services: \$50 copay per visit
- Urgent Care Facility Services: \$10 copay per visit
- Emergency Ambulance: Covered

HAP COVERAGE:

CHEMICAL DEPENDENCY SERVICES:

- Inpatient Services: 45 days, renewable after 60 days or state mandated annual aggregate dollar amount, whichever is greater
- Outpatient Services: \$10 copay per visit; 35 visits per member per calendar year or state mandated annual aggregate dollar amount, whichever is greater

MENTAL HEALTH SERVICES:

- Inpatient Services: 45 days, renewable after 60 days
- Outpatient Services: \$10 copay per visit; 20 visits per member per calendar year

ADDITIONAL BENEFITS:

- Durable Medical Equipment (Wheelchairs, Special Beds, etc.): Covered for authorized equipment
- Prosthetic Appliances: Covered for authorized equipment
- Orthotic Devices (Special Back Braces, etc.): Covered for authorized equipment
- Hearing Aids: Covered for authorized conventional hearing aids.
- Skilled Nursing Care in Convalescent Facility: Up to 730 days, renewable after 60 days
- Assisted Reproductive Technologies: One attempt of artificial insemination per lifetime.

