



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

**TEACHER  
COLLECTIVE BARGAINING CONTRACT**

**2010-11  
2011-12**

**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 and/or certifications 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 (5<sup>th</sup>). 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 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**

- 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:*

| <b>QUALIFIED APPLICANTS</b> | <b>SENIORITY</b> | <b>NUMBER OF SUMMER SCHOOL CLASSES TAUGHT (within last three years)</b> |
|-----------------------------|------------------|---|
| 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. The Board will provide flu shots at Board expense on other than school time at a time and place determined by the Board.

- E. A proposed teacher must agree to the provisions of Article VII relative to payment of dues or service fees.
- F. 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.
- G. 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. After such request is made, no action shall be taken until a representative of the Federation is present. This meeting must reconvene within seventy-two (72) hours.

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 five (5) periods of released time per instructional week with pay (non cumulative). The arrangement of hours will be negotiated between the President and the Building Administrator.

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 (electronic form is acceptable).
- T. The Board shall give in writing to the Federation president the list of extra-contractual positions as listed in Appendix 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).
- V. Negotiation Procedure - By mutual agreement or upon written request of either party, but no later than ninety (90) days before the expiration of the existing contract, negotiations will be undertaken for a successor contract.



**ARTICLE VIII  
TEACHER RIGHTS AND BENEFITS**

**A. INJURIES AND ILLNESS**

1. During the first days of disability involving Worker's Compensation, 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 \$50,000.00 with Accidental Death and Dismemberment (Double indemnity for accidental death).
2. The Board will provide Blue Cross Blue Shield medical insurance and prescription coverage with \$10.00 co-pay. (See Community Blue PPO benefit summary attached (Appendix H.) 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 benefit summary attached in Appendix H.)
- 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 eight percent (8%) of the total cost of their hospitalization, medical, and prescription insurance. Teachers hired on Tier 2 Salary Schedule will pay ten percent (10%) of the total cost of their hospitalization, medical, and prescription insurance.

3. Dental Insurance

100% paid dental insurance policy will be provided to a full time teacher by the Board. The full benefit summary is found in Appendix H.

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 sixty (60) calendar days of the illness. If the employee does not have leave days to use, these days will be unpaid (docked). On the sixty-first (61<sup>st</sup>) 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 for 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 full benefit summary found in Appendix H.

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 ( $7\frac{1}{4}$ ) hours. Beyond the regular day, teachers will be required to be in attendance at least five (5) hours per year 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.
  - g. If the Board receives a Freedom of Information Act request concerning materials contained in a bargaining unit member's personnel file, it will notify the Federation and the bargaining unit member prior to or at the time of fulfilling the request of the materials requested and if requested by the bargaining unit member, furnish copies of the materials. The Board reserves the right to charge the Federation the same amount for copies as it charges the person making the request under the Freedom of Information Act. If other requested materials are not in the personnel file and the bargaining unit member is named in the F.O.I.A. request, then the foregoing shall also apply.
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:

The first step in staffing the educational program in each year shall be through the assignment and/or reassignment of bargaining unit members within a building or department.

The second step in staffing will be the assignment and/or reassignment of “displaced” bargaining unit members. A bargaining unit member will be considered “displaced” if his/her position has been eliminated (i.e., the elimination of a program or reduction of a grade) or if s/he is scheduled to return from a leave of absence of one year or longer.

The bargaining unit members who are displaced because of the elimination of a program or reduction of a grade will be notified either by letter or by a meeting with administration regarding this change in status no later than the last teacher workday of each year.

If a current full time bargaining unit member wishes to be considered for a part time position in the following academic year, a request must be submitted to the building administrator no later than March 15. Likewise, if a full time bargaining unit member who voluntarily opted for part time status wishes to return to their full time position in the next academic year, a request must be submitted no later than March 15. A member who chooses not to return to their full time position, but remains in a part time position after one year, forfeits their rights to the original position and must wait until a full time position is posted.

Bargaining unit members who are displaced and/or laid off and can only accept a part time position shall accumulate seniority at a full-time rate unless the member has chosen a part time position as described above.

- 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 1<sup>st</sup>. Vacancies occurring after August 1<sup>st</sup> will be posted on web site and via e-mail at [www.melnap.k12.mi.us](http://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.
    - 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.
  17.
    - 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.
  18. A kindergarten pupil will receive a minimum of thirty (30) minutes of gym instruction each week.
  19. 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.
20. Regularly scheduled testing will be scheduled at times which are least disruptive to the instructional program.
  21. 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.

22. The Board will provide a copy of the Collective Bargaining Contract to each teacher within forty-five (45) days after execution. An electronic copy will be acceptable.
23. 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.
24. The Board of Education agrees to use and maintain a district wide call-in system for absences.
25. The Board shall provide a safe working station, free of hazards, to the health and safety of the teachers and students.
26. 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.
27. 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.
28. 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.
29. a. 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: See calendar for determined date of no student instruction/no teachers report.

- b. Any and all IEPs, METs, REEDs or any meeting pertaining to the Special Education Program or 504s may be held during fall and spring teacher/parent conferences. (The teacher will have the 15 minute allotted conference time to discuss the student with the parents/guardians and the 15 minutes after will be handled by the case manager without the general education teacher present.) Scheduling will be done by the teacher and case manager.
- c. Any and all IEPs, METs, REEDs or any meeting pertaining to the Special Education Program or 504s that are not able to be held in sections “a” will be scheduled either before or after school.
- d. Any and all IEPs, METs, REEDs 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, REEDs 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, REED 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 rolling 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. Childcare leave/Maternity leave:

Childcare leave without pay shall be granted for up to one (1) full year (unless mutually extended) to all full-time tenure teachers who desire to return to employment in a similar capacity at a time consistent with the needs of the District as determined by the Board. Each approved childcare/maternity leave of absence shall be of a reasonable duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction of students. Leaves of absence for the purpose of childcare shall be granted under the following conditions:

Request for childcare leave must be made in writing to the Superintendent at least ninety (90) calendar days before the leave is to begin, stating the beginning and ending dates of the requested leave.

Requested dates of departure and return must be acceptable to the administration and the Board. Such leave shall not be allowed after the first day of school following the child's first birthday, or in case of adoption, the first day of school following the anniversary date of the adopted child's reception into the family.

In case of adoption the Superintendent of Schools will be notified in writing within ten (10) days of filing an application for a child with an adoption agency.

In the case of adoption the Superintendent of Schools will be notified in writing immediately upon notification to the teacher that child placement or custody is about to take place. (Specific date, if known, must be indicated.)

### 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. 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.

7. 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.

8. 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.

9. 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.

10. 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 s/he 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.

11. 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.

12. 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.

13. 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.

14. 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.
15. 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.
16. Leave extension in difficult times

During a period of staff reduction or possible layoff of bargaining unit members, a teacher currently on an approved leave may be asked by the Superintendent to remain on leave for one year. The teacher who voluntarily chooses to remain on leave will receive one year seniority as compensation.

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. Any teacher who begins an advanced degree program must notify the Board of Education of the estimated completion date for budget purposes.
- C. A teacher (including counselors) may substitute only during his/her designated preparation period. The rate of pay will be \$35.00 per designated preparation periods during which a teacher substitutes. Requests for substitute teaching during a teacher's preparation period will be made upwards from the bottom of the seniority list.
- D. Salary Schedules for the duration of the contract. (See Salary Appendix D.)

The Director of Finance has established a Tier 2 Salary Schedule for all teachers hired after 09/01/2010 containing the following added steps:

- Step A. 85% of BA minimum salary
- Step B. 90% of BA minimum salary
- Step C. 95% of BA minimum salary
- Step 1. BA minimum salary

Current teachers who are below Step 10 on the Salary Schedule on the effective date of this contract will be placed on a twelve (12) step Salary Schedule. For the 2010-2011 school year all salary steps will be restored to their chronological level and then frozen at current levels. Salary step increases will resume beginning 01/24/2011 (NOT retroactive) provided that additional funds in the amount of at least \$160,000 are received from the Federal Education Jobs Fund Act.

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. Currently employed teachers hired prior to 06/19/2006, and already enrolled in a 2<sup>nd</sup> Masters program with at least ten (10) hours completed (official transcripts must be furnished) as of the effective beginning date of this contract, will be paid the 2<sup>nd</sup> Masters salary provided the program is completed no later than 09/01/2011. Any teacher hired prior to 06/19/2006 who completes a second Masters Degree after 09/01/2011 will receive \$2,000.00 as a 2<sup>nd</sup> Masters Step. 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.

E. Extra Contractual Pay Schedule

1. 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.
2. 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. 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).
  - 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.
3. 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).
4. 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.
5. 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.
6. 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.
7. 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.
8. Rates of pay and classification of new positions or functions related to instruction must be negotiated before positions can be filled.

9. 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.

## **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 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 on layoff or reduction of bargaining unit members is taken by the Board, it will give notice to the Federation of the contemplated reduction and afford the Federation the opportunity to discuss it with the Superintendent. As soon as the names of the bargaining unit members to be laid off are known, a list of such names shall be given to the Federation.

A bargaining unit member who moves to an administrative or supervisory position shall retain, but not accumulate, seniority. Administrators hired from outside the bargaining unit employed shall not have seniority in the bargaining unit.

- 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. If a current teacher and/or a laid-off teacher is offered a part time assignment and accepts the position, the teacher shall have the right to a full time position should a subsequent opening occur provided the placement is consistent with the provisions of Article XVIII.

- 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**

A joint meeting with the Federation and Superintendent will convene when Michigan Department of Education releases parameters and guidelines.

## **ARTICLE XX DISCIPLINE OF TEACHERS**

Progressive Discipline is a system of discipline where the penalties increase upon repeat occurrences of an event. Progressive discipline is a process for dealing with job-related behavior that does not meet expected and communicated performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance problem or opportunity for improvement exists.

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. For each teacher on a shared teaching assignment, the granting of seniority and experience on the salary schedule will be determined on a case by case basis. 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 September 1, 2010, and will continue in force and effect through August 31, 2012.. 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 and the contract may reopen for consideration of wages and health care for the second year. 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 13, 2010

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

BOARD OF EDUCATION  
MELVINDALE-NORTHERN  
ALLEN PARK PUBLIC SCHOOLS

By: \_\_\_\_\_  
Michelle Kirk  
President

By: \_\_\_\_\_  
Deborah Mullins  
President

By: \_\_\_\_\_  
Robert Hepner  
Treasurer

By: \_\_\_\_\_  
Cora M. Kelly  
Chief Executive Officer/Superintendent

**APPENDIX A**

**LONG TERM  
DISABILITY INSURANCE POLICY/  
LIFE 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.

### **GROUP LONG TERM DISABILITY INSURANCE CERTIFICATE**

This Group Long Term Disability Certificate amends the previous Group Long Term Disability Certificates and is dated November 4, 2010.

### **SCHEDULE OF BENEFITS**

**EFFECTIVE DATE:** July 1, 2006, as amended in the Policy through September 1, 2010

**ELIGIBLE CLASSES:** Each active, Full-time 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:** 60 consecutive days of Total Disability.

**MONTHLY BENEFIT:** The Monthly Benefit is an amount equal to 66 2/3% 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 when engaged in Rehabilitative Employment; 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:** \$6,000 (this is equal to a maximum Covered Monthly Earnings of \$9,000).

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

Age at Disablement Duration of Benefits (in years)

61 or less To Age 65

62 3 1/2

63 3

64 2 1/2

65 2

66 1 3/4

67 1 1/2

68 1 1/4

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:

Year of Birth Normal Retirement Age

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.

Premium contributions will not be included in your gross income. For purposes of filing your Federal Income Tax Return, this means that under the law as of the date the Policy was issued, your Monthly Benefit might be treated as taxable. It is recommended that you contact your personal tax advisor.

#### **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 Fulltime 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 does 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 there from.

"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, become eligible for coverage under another group long term disability insurance plan, 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.

**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 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.

For Loss of: Number of Monthly Benefit Payments:

|  |           |
|--|-----------|
| 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 your spouse dies before you or if you were legally separated, then your natural, legally adopted or stepchildren, 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.

#### **WORK INCENTIVE AND CHILD CARE BENEFITS**

##### **WORK INCENTIVE BENEFIT**

During the first twelve (12) months of Rehabilitative Employment during which a Monthly Benefit is payable, we will not offset earnings from such 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.

#### **EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL**

##### **LEAVE ACT AND UNIFORMED SERVICES**

##### **EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

##### **Family and Medical Leave of Absence:**

We will continue your coverage in accordance with the Policyholder's policies regarding leave under the Family and Medical Leave Act of 1993, as amended, or any similar state law, as amended, if:

(1) the premium for you continues to be paid during the leave; and

(2) the Policyholder has approved your leave in writing and provides a copy of such approval within thirty-one (31) days of our request.

As long as the above requirements are satisfied, we will continue coverage until the later of:

- (1) the end of the leave period required by the Family and Medical Leave Act of 1993, as amended; or
- (2) the end of the leave period required by any similar state law, as amended.

**Military Services Leave of Absence:**

We will continue your coverage in accordance with the Policyholder's policies regarding Military Services Leave of Absence under USERRA if the premium for you continues to be paid during the leave. As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA. The Policy, while coverage is being continued under the Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared. While you are on a Family and Medical Leave of Absence for any reason other than your own illness, injury or disability or Military Services Leave of Absence you will be considered Actively at Work. Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective if you are not considered Actively at Work until you have returned to Active Work for one (1) full day.

A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of insurance provision in the Policy.

Your coverage will cease under this extension on the earliest of:

- (1) the date the Policy terminates; or
- (2) the end of the period for which premium has been paid for you; or
- (3) the date such leave should end in accordance with the Policyholder's policies regarding Family and Medical Leave of Absence and Military Services Leave of Absence in compliance with the Family and Medical Leave Act of 1993, as amended and USERRA. Coverage 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. Any Monthly Benefit which becomes payable will be based on your Covered Monthly Earnings immediately prior to the date of Total Disability.

Should the Policyholder choose not to continue your coverage during a Family and Medical Leave of Absence and/or Military Services Leave of Absence, your coverage will be reinstated.

**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.

“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.

#### **REHABILITATION BENEFIT**

"Rehabilitative Employment" means work in any gainful occupation for which your training, education or experience will reasonably allow. The work must be approved 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 fulltime 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, even though a Physician or licensed or certified rehabilitation specialist approved by us has determined that you are able to perform Rehabilitative Employment, the Monthly Benefit will be reduced by 50%, without regard to the Minimum Monthly Benefit.

## **Claim Procedures and ERISA Statement of Rights**

### **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 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.

#### 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, of 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 the claimant to perfect the claim and an explanation of why such material or information is necessary; and
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.

#### 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
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.

### **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.

#### 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 of time for processing is required, written notice of the 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(a) 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(a) 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.

# **GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PROGRAM**

## **Melvindale-Northern Allen Park Public Schools**

LRS-6441 Ed. 11/84

### **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. GL 140871 issued to Melvindale-Northern Allen Park Public Schools, the Policyholder. When loss of life covered under the Policy occurs, we will pay the amount stated on the Schedule of Benefits to the named beneficiary, subject to provisions entitled Beneficiary and Facility of Payment. 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.

Secretary President

### **GROUP LIFE INSURANCE CERTIFICATE**

This Group Life Certificate amends all previous Group Life Certificates and is dated November 1, 2010.

### **SCHEDULE OF BENEFITS**

**EFFECTIVE DATE:** July 1, 2006, as amended in the Policy through September 1, 2010

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

**INDIVIDUAL EFFECTIVE DATE:** The day you become eligible.

**INDIVIDUAL REINSTATEMENT:** 24 months

### **AMOUNT OF INSURANCE:**

**Basic Life and Accidental Death and Dismemberment:** \$50,000.

The Amount of Basic Life and Accidental Death and Dismemberment Insurance will be reduced by 50% of the pre-age 70 amount at age 70. The Life amount will be reduced by any benefit paid under the Living Benefit Rider.

**CHANGES IN AMOUNT OF INSURANCE:** Changes in the Amount of Insurance because of changes in age, class or earnings (if applicable) 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 date of the change. If you are not Actively At Work when the change should take effect, the change will take effect on the day after you have been Actively At Work for one full day.

**CONTRIBUTIONS:** You are not required to contribute toward the cost of the Basic Insurance.

### **DEFINITIONS**

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

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

"Actively at work" and "active work" means actually performing on a Fulltime basis each and every duty 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 injury or illness.

"Full-time" means working for the Policyholder for a minimum of 30 hours during your regularly scheduled work week.

"The date you retire" or "retirement" means the effective date of your:

- (1) retirement pension benefits under any plan of a federal, state, county or municipal retirement system, if such pension benefits include any credit for employment with the Policyholder;
- (2) retirement pension benefits under any plan which the Policyholder sponsors, or makes or has made contributions;
- (3) retirement benefits under the United States Social Security Act of 1935, as amended, or under any similar plan or act.

"Total Disability" as used in the WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY section, means your complete inability to engage in any type of work for wage or profit for which you are suited by Education, training or experience.

"Loss" as used in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE section, with respect to:

- (1) hand or foot, means the complete severance through or above the wrist or ankle joint;
- (2) the eye, speech or hearing, means total and irrecoverable loss thereof.

"Injury" means accidental bodily injury that is caused directly and independently of all other causes by accidental means and which occurs while your coverage under the Policy is in force.

## **GENERAL PROVISIONS INCONTESTABILITY**

Any statements made by you, or on your behalf to persuade us to provide coverage, will be deemed a representation, not a warranty. This provision limits our use of these statements in contesting the amount of insurance for which you are covered. The following rules apply to each statement:

(1) No statement will be used in a contest unless:

- (a) it is in a written form signed by you, or on your behalf; and
- (b) a copy of such written instrument is or has been furnished to you, your beneficiary or legal representative.

(2) If the statement relates to your insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two (2) years during your lifetime.

## **ASSIGNMENT**

Ownership of any benefit provided under the Policy may be transferred by assignment. An irrevocable beneficiary must give written consent to assign this insurance. Written request for assignment must be made in duplicate at our Administrative Offices. Once recorded by us, an assignment will take effect on the date it was signed. We are not liable for any action we take before the assignment is recorded.

## **EFFECTIVE DATE AND TERMINATION**

**EFFECTIVE DATE OF INDIVIDUAL INSURANCE:** If the Policyholder pays the entire premium, your insurance will go into effect on the date stated on the Schedule of Benefits. 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 later of:

- (1) the Individual Effective Date stated on the Schedule of Benefits, if you apply on or before that date; or
- (2) the date you apply, if you apply within thirty-one (31) days from the date you first met the eligibility requirements; or
- (3) the date we approve any required proof of good health. We require proof of good health if you apply:
  - (a) after thirty-one (31) days from the date you first become eligible; or
  - (b) after you terminated this insurance but you remained in a class eligible for this insurance; or
  - (c) for an Amount of Insurance greater than the Amount of Insurance shown on the Schedule of Benefits as not subject to our approval of a person's good health; or
  - (d) for an Amount of Insurance greater than you were insured for under the prior group life insurance plan carrier, if applicable; or
  - (e) after being eligible for coverage under a prior group life insurance plan for more than thirty-one (31) days but did not elect to be covered under that prior plan; or
- (4) the date premium is remitted.

Changes in your amount of insurance are effective as shown on the Schedule of Benefits.

If you are not actively at work on the day your insurance is to go into effect, the insurance will go into effect on the day you return to active work for one full day.

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

- (1) the date the Policy terminates; or
- (2) the last day of the Policy month in which you cease to be in a class eligible for this insurance; or
- (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).

**CONTINUATION OF INSURANCE:** Your insurance may be continued by payment of premium beyond the date you cease to be eligible for this insurance, but not longer than:

- (1) twelve (12) months, if due to illness or injury; or
- (2) one (1) month, if due to temporary lay-off or approved leave of absence.

**REINSTATEMENT:** Your insurance may be reinstated if it was terminated while you were:

- (1) on an approved leave of absence, or
- (2) on a temporary lay-off.

You must return to active work within the period of time shown on the Schedule of Benefits. You must also be a member of a class eligible for this insurance. You will not be required to fulfill the eligibility requirements of the Policy again. The insurance will go into effect on the day you return to active work. 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 at your own request or for failure to pay premium when due, proof of good health must be approved by us before you may be reinstated.

### **CONVERSION PRIVILEGE**

You can use this privilege when your insurance is no longer in force. It has several parts. They are:

A. If the insurance ceases due to termination of employment or membership in any of the Policy's classes, an individual Life Insurance Policy may be issued. You are entitled to a policy without disability or supplemental benefits. You must make written application for the policy within thirty-one (31) days after you terminate. The first premium must also be paid within that time. The issuance of the policy is subject to the following conditions:

- (1) The policy will, at your option, be on any one of our forms, except for term life insurance. It will be the standard type issued by us for the age and amount applied for;
- (2) The policy issued will be for an amount not over what you had before you terminated;
- (3) The premium due for the policy will be at our usual rate. This rate will be based on the amount of insurance, class of risk and your age at date of policy issue; and
- (4) Proof of good health is not required.

B. If the insurance ceases due to the termination or amendment of the Policy, an individual Life Insurance Policy can be issued. You must have been insured for at least five (5) years under the Policy. The same rules as in A above will be used, except that the face amount will be the lesser of:

- (1) The amount of your Group Life benefit under the Policy. This amount will be less any amount you are entitled to under any group life policy issued by us or another insurance company; or
- (2) \$5,000.

C. If the insurance reduces, as may be provided in the Policy, an individual Life Insurance Policy can be issued. The same rules as in A above will be used, except that the face amount will not be greater than the amount which ceased due to the reduction.

D. If you die during the time in which you are entitled to apply for an individual policy, we will pay the benefit under the Group Policy that you were entitled to convert. This will be done whether or not you applied for the individual policy.

E. Any policy issued with respect to A, B or C above will be put in force at the end of the thirty-one (31) day period in which application must be made.

### **BENEFICIARY AND FACILITY OF PAYMENT**

**BENEFICIARY:** The beneficiary will be as named in writing by you to receive benefits at your death. This beneficiary designation must be on file with us or the Plan Administrator and will be effective on the date you sign it. Any payment made by us before receiving the designation shall fully discharge us to the extent of that payment. If you name more than one beneficiary to share the benefit, you must state the percentage of the benefit that is to be paid to each beneficiary. Otherwise, they will share the benefit equally. The beneficiary's consent is not needed if you wish to change the designation. His/her consent is also not needed to make any changes in the Policy. If the beneficiary dies at the same time as you, or within fifteen (15) days after your death but before we received written proof of your death, payment will be made as if you survived the beneficiary, unless noted otherwise. If you have not named a beneficiary, or the named beneficiary is not surviving at your death, any benefits due shall be paid to the first of the following classes to survive you:

- (1) your legal spouse;
- (2) your surviving children (including legally adopted children), in equal shares;
- (3) your surviving parents, in equal shares;
- (4) your surviving siblings, in equal shares; or, if none of the above,
- (5) your estate.

We will not be liable for any payment we have made in good faith.

**FACILITY OF PAYMENT:** If a beneficiary, in our opinion, cannot give a valid release (and no guardian has been appointed), we may pay the benefit to the person who has custody or is the main support of the beneficiary. Payment to a minor shall not exceed \$1,000. If you have not named a beneficiary, or the

named beneficiary is not surviving at your death, we may pay up to \$2,500 of the benefit to the person(s) who, in our opinion, have incurred expenses in connection with your last illness, death or burial. The balance of the benefit, if any, will be held by us, until an individual or representative:

- (1) is validly named; or
- (2) is appointed to receive the proceeds; and
- (3) can give valid release to us.

The benefit will be held with interest at a rate set by us. We will not be liable for any payment we have made in good faith.

### **SETTLEMENT OPTIONS**

You may elect a different way in which payment of the Amount of Insurance can be made. You must provide a written request to us, for our approval, at our Administrative Office. If the option covers less than the full amount due, we must be advised of what part is to be under an option. Amounts under \$2,000 or option payments of less than \$20.00 each are not eligible. If no instructions for a settlement option are in effect at your death, the beneficiary may make the election, with our consent. Settlement Options are described in the Policy.

### **WAIVER OF PREMIUM IN EVENT OF TOTAL DISABILITY**

We will extend the Amount of Insurance during a period of Total Disability for one (1) year if:

- (1) you become totally disabled prior to age 60;
- (2) the Total Disability begins while you are insured;
- (3) the Total Disability begins while the Policy is in force;
- (4) the Total Disability lasts for at least 6 months;
- (5) the premium continues to be paid; and
- (6) we receive proof of Total Disability within one (1) year from the date it began. After proof of Total Disability is approved by us, neither you or the Policyholder is required to pay premiums. Also, any premiums paid from the start of the Total Disability will be returned. We will ask you to submit annual proof of continued Total Disability. The Amount of Insurance may then be extended for additional one (1) year periods. You may be required to be examined by a Physician approved by us as part of the proof. We will not require you to be examined more than once a year after the insurance has been extended two (2) full years. The Amount of Insurance extended will be limited to the amount of basic group life coverage on your life that was in force at the time that Total Disability began excluding any additional benefits. This amount will not increase. This amount will reduce or cease at any time it would reduce or cease if you had not been totally disabled. If you die, we will be liable under this extension only if written proof of death is received by us. The Amount of Insurance extended for you will cease on the earliest of:

- (1) the date you no longer meet the definition of Total Disability; or
- (2) the date you refuse to be examined; or
- (3) the date you fail to furnish the required proof of Total Disability; or
- (4) the date you become age 70; or
- (5) the date you retire.

You may use the conversion privilege when this extension ceases. Please refer to the Conversion Privilege section for rules. You are not entitled to conversion if you return to work and are again eligible for the insurance under the Policy. If you use the conversion privilege, benefits will not be payable under the Waiver of Premium in Event of Total Disability provision unless the converted policy is surrendered to us. If you qualify for benefits in accordance with the Waiver of Premium in Event of Total Disability provision because you have been diagnosed by a Physician as totally disabled due to the following Condition(s) or Procedure(s), as later defined;

- (1) Life Threatening Cancer; or
- (2) Heart Attack (Myocardial Infarction); or
- (3) Kidney (Renal) Failure; or
- (4) Receipt of Major Organ Transplant; or
- (5) Stroke, we will pay you an additional, one time, lump sum benefit in an amount equal to 10% of the death benefit under the basic life portion of this Policy up to a maximum of \$100,000. This lump sum benefit applies only to the first Condition or Procedure to occur among those hereinafter defined which qualifies you for waiver of premium benefits. No further lump sum benefits will be payable under this provision during the same or any subsequent periods of Total Disability, or as a result of the occurrence of any other Condition or Procedure.

Definition(s):

“Condition(s) or Procedure(s)” mean only the following:

“Life Threatening Cancer” means a malignant neoplasm (including hematologic malignancy), as diagnosed by a Physician who is a board certified oncologist, and which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically excluded. The following types of cancer are not considered a Life Threatening Cancer: (1) early prostate cancer diagnosed as T2c or less according to the TNM scale; (2) colorectal cancer diagnosed as T2, N1, M0 or less according to the TNM scale; (3) breast cancer diagnosed as T3, N2, M0 or less according to the TNM scale; (4) First Carcinoma in Situ; (5) pre-malignant lesions (such as intraepithelial neoplasia); (6) brain glioma; (7) benign tumors or polyps; (8) tumors in the presence of the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS); or (9) any skin cancer other than invasive malignant melanoma in the dermis or deeper, or skin malignancies that have become Life Threatening Cancers.

“First Carcinoma in Situ” means the first diagnosis of cancer in which the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue. First Carcinoma in Situ must be diagnosed pursuant to a pathological diagnosis or clinical diagnosis. “Heart Attack (Myocardial Infarction)” means the death of a segment of the heart muscle as a result of a blockage of one or more coronary arteries. In order to be covered under this provision, the diagnosis by a Physician of Heart Attack (Myocardial Infarction) must be based on:

- (1) new electrocardiographic changes consistent with and supporting a diagnosis of Heart Attack (Myocardial Infarction); and
- (2) a concurrent diagnostic elevation of cardiac enzymes; and
- (3) therapeutic and functional classifications, 3 or above and C or above respectively, according to the New York Heart Association.

“Kidney (Renal) Failure” means the chronic irreversible failure of both of the kidneys (end stage renal disease), which requires treatment with dialysis on a regular basis. Kidney Failure is covered under this provision only if the diagnosis has been made by a Physician who is a board certified nephrologist.

“Physician” means a duly licensed practitioner who is recognized by the law of the jurisdiction in which treatment is received as qualified to treat the type of condition for which claim is made. The Physician may not be you or a member of your immediate family and must be approved by us.

“Receipt of Major Organ Transplant” means that you have been the recipient of a major organ transplant and that there is clinical evidence of major organ(s) failure which, according to the diagnosis of a Physician, required your failing organ(s) or tissue to be replaced with organ(s) or tissue from a suitable donor under generally accepted medical procedures. Organs or tissues covered by this definition are limited to liver, kidney, lung, entire heart, pancreas, or pancreas-kidney.

“Stroke” means a cerebrovascular accident or infarction (death) of brain tissue, as diagnosed by a Physician, which is caused by hemorrhage, embolism, or thrombosis producing measurable, neurological deficit persisting for at least one hundred eighty (180) days following the occurrence of the Stroke. Stroke does not include Transient Ischemic Attack (TIA) or other cerebral vascular events.

Receipt of this additional lump sum payment may be taxable. You should seek assistance from your own personal tax advisor.

#### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Nothing in this section will change or affect any of the terms of the Policy other than as specifically set out in this section. All the Policy provisions not in conflict with these provisions shall apply to this section.

If you suffer any one of the losses listed below, as a result of an injury, we will pay the benefit shown. The loss must be caused solely by an accident which occurs while you are insured, and must occur within 365 days of the accident. Only one benefit (the larger) will be paid for more than one loss resulting from any one accident. The Amount of Insurance can be found on the Schedule of Benefits.

#### **LOSS OF: AMOUNT OF INSURANCE:**

|   |                 |
|---|-----------------|
| Life .....                              | The Full Amount |
| Both Hands .....                        | The Full Amount |
| Both Feet .....                         | The Full Amount |
| The Sight of Both Eyes .....            | The Full Amount |
| Speech and Hearing .....                | The Full Amount |
| One Hand and One Foot .....             | The Full Amount |
| One Hand and the Sight of One Eye ..... | The Full Amount |
| One Foot and the Sight of One Eye ..... | The Full Amount |



|                            |                        |
|----------------------------|------------------------|
| One Hand .....             | One-Half of the Amount |
| One Foot .....             | One-Half of the Amount |
| Speech or Hearing .....    | One-Half of the Amount |
| The Sight of One Eye ..... | One-Half of the Amount |

**EXCLUSIONS**

A benefit will not be payable for a loss:

- (1) caused by suicide or intentionally self-inflicted injuries; or
- (2) caused by or resulting from war or any act of war, declared or undeclared; or
- (3) to which sickness, disease or myocardial infarction, including medical or surgical treatment thereof, is a contributing factor.

**EDUCATION BENEFIT**

We will pay an additional Education Benefit to your Eligible Dependent Spouse and Eligible Dependent Child(ren) if, due to an Injury sustained while insured under the Policy, you suffer loss of life for which an Accidental Death Benefit is payable under the Policy.

• **Benefit Amount For Each Eligible Dependent Child**

5% of your Full Amount of Accidental Death and Dismemberment Benefits shown in the Schedule of Benefits to a maximum benefit of \$5,000 per Academic Year. If the child does not remain enrolled for an entire Academic Year, the benefit payable will be the lesser of:

- (1) 5% of your Full Amount of Accidental Death and Dismemberment Benefits shown in the Schedule of Benefits to a maximum benefit of \$5,000; or
- (2) actual tuition incurred.

• **Benefit Amount For Eligible Dependent Spouse**

Actual tuition incurred to a maximum benefit of \$3,000. Tuition must be incurred within 30 months following the date of your death.

• **Maximum Benefit Period:**

Each Eligible Dependent Child: 4 consecutive years of enrollment. Eligible Dependent Spouse: 30 months following the date of your death.

• **Maximum Lifetime Benefit:**

Each Eligible Dependent Child: \$20,000

Eligible Dependent Spouse: \$3,000

The benefit will be payable once we receive proof of enrollment, active attendance and actual tuition incurred.

**Definitions**

“Eligible Dependent Child(ren)” means your unmarried child(ren) who are under age 26 and financially dependent upon you for support. Such child(ren) must be enrolled: (1) as a full-time student in any post-high school Educational Institution on the date of your death; or (2) in the 12<sup>th</sup> grade on the date of your death and subsequently enrolls as a full-time student in a post-high school Educational Institution within one (1) year of your death.

“Eligible Dependent Spouse” means your legal spouse who is not legally separated or divorced from you on the date of your death and attends any post-high school Educational Institution for the purpose of obtaining a source of support.

“Educational Institution” includes, but is not limited to, any accredited university, college, trade school, vocational school or professional school.

“Academic Year” means the annual period of sessions of an Educational Institution, usually beginning in September and ending in June.

**Termination of the Education Benefit** - The Education Benefit will terminate for each Eligible Dependent on the earlier of:

- (1) the end of the Maximum Benefit Period shown above; or
- (2) the date any child no longer meets the definition of Eligible Dependent Child(ren) shown above.

**Minimum Benefit**

If there are no dependents who qualify for the Education Benefit, we will pay a minimum benefit of \$1,000 to your Survivor.

“Survivor” means your legal spouse, who is not legally separated or divorced from you. If your spouse is not living, then “Survivor” means your unmarried child(ren) under age 20, who is financially dependent upon you for support, including adoptive, foster and step-child(ren), who are in your custody, and your unmarried child(ren) under age 26 who is attending a college or other school on a full-time basis and is

financially dependent upon you for support. If there is more than one eligible surviving child, the benefit will be payable to each child in equal amounts. If there are no eligible Survivors, no benefit will be payable. 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 the adult that has, in our opinion, assumed the custody and main support of the minor. We will not be held liable for any payment we have made in good faith.

## **SEAT BELT AND AIR BAG BENEFIT**

### **Seat Belt Benefit**

We will pay an additional Seat Belt Benefit if, due to an Injury sustained while driving or riding in a private passenger Four-Wheel Vehicle, you suffer loss of life for which an Accidental Death Benefit is payable under the Policy. Once we receive the police accident report which confirms that you were properly strapped in a Seat Belt at the time of the accident, we will pay a benefit equal to 10% of the Accidental Death Benefit payable under the Policy. If the police report does not clearly establish that you were or were not wearing a Seat Belt at the time of the accident which caused your death, the benefit payable will be \$1,000 in lieu of the benefit described above.

"Seat Belt" means an unaltered factory-installed lap and/or shoulder restraint designed to keep a person steady in a seat.

### **Air Bag Benefit**

In addition to the Seat Belt Benefit, we will also pay an Air Bag Benefit if such private passenger Four-Wheel Vehicle is equipped with a factory installed Air Bag and the police accident report clearly establishes that you were positioned in a seat which is designed to be protected by an Air Bag and were properly strapped in the Seat Belt when the Air Bag inflated. Once we receive the policy accident report which confirms that the Air Bag inflated properly upon impact, we will pay a benefit equal to 5% of the Accidental Death Benefit payable under the Policy.

"Air Bag" means an unaltered factory-installed supplemental restraint system designed to inflate upon impact to protect a person from bodily Injury during an accident.

"Four-Wheel Vehicle" means a private passenger automobile, a truck type vehicle which has a manufacturer's rated load capacity of 2,000 pounds or less, or a self-propelled motor home, all of which are registered for private passenger use and designated for transportation on public roadways.

**Maximum Benefit Payable** – The total combined maximum benefit payable under the Seat Belt and Air Bag Benefit is \$25,000.

## **EXCLUSIONS**

No benefit is payable for any loss sustained by you:

- (1) if you were driving or riding in any private passenger Four-Wheel Vehicle which was being used in a race, speed or endurance test, or for acrobatic or stunt driving at the time of the accident;
- (2) if you were not wearing a Seat Belt for any reason;
- (3) while you were sharing a Seat Belt; or
- (4) due to a defect in the Air Bag diagnostic system.

## **CLAIMS PROVISIONS**

**NOTICE OF CLAIM:** Written notice must be given to us within 31 days after the Loss occurs, or as soon as reasonably possible. The notice should be sent to us at our Administrative Offices or to our authorized agent. The notice should include your name and the Policy Number.

**CLAIM FORMS:** When we receive written notice of a claim, we will send claim forms to the claimant within 15 days. If we do not, the claimant will satisfy the requirements of written proof of loss by sending us written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**PROOF OF LOSS:** For any covered Loss, written proof must be sent to us within 90 days. If it is not reasonably possible to give proof within 90 days, the claim is not affected if the proof is sent as soon as reasonably possible. In any event, proof must be given within 1 year, unless the claimant is legally incapable of doing so.

**PAYMENT OF CLAIMS:** Payment will be made as soon as proper proof is received. All benefits will be paid to you, if living. Any benefits unpaid at the time of death, or due to death, will be paid to the beneficiary.

**PHYSICAL EXAMINATION:** At our own expense, we will have the right to have you examined as reasonably necessary when a claim is pending. We can have an autopsy made unless prohibited by law.

**LEGAL ACTION:** No legal action may be brought against us to recover on the Policy within 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 and Michigan, six (6) years) from the time written proof of loss is required to be submitted.

**EXTENSION OF COVERAGE UNDER THE FAMILY AND MEDICAL LEAVE ACT AND UNIFORMED SERVICES**

**EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

**Family and Medical Leave of Absence:**

We will continue your coverage and that of any Insured Dependent, if applicable, in accordance with the Policyholder's policies regarding leave under the Family and Medical Leave Act of 1993, as amended, or any similar state law, as amended, if:

(1) the premium for you and your Insured Dependents, if applicable, continues to be paid during the leave; and

(2) the Policyholder has approved your leave in writing and provides a copy of such approval within thirty-one (31) days of our request. As long as the above requirements are satisfied, we will continue coverage until the later of:

(1) the end of the leave period required by the Family and Medical Leave Act of 1993, as amended; or

(2) the end of the leave period required by any similar state law, as amended.

**Military Services Leave of Absence:**

We will continue your coverage and that of any Insured Dependents, if applicable, in accordance with the Policyholder's policies regarding Military Services Leave of Absence under USERRA if the premium for you and your Insured Dependents, if applicable, continues to be paid during the leave. As long as the above requirement is satisfied, we will continue coverage until the end of the period required by USERRA.

The Policy, while coverage is being continued under this Military Services Leave of Absence extension, does not cover any loss which occurs while on active duty in the military if such loss is caused by or arises out of such military service, including but not limited to war or any act of war, whether declared or undeclared. While you are on a Family and Medical Leave of Absence for any reason other than your own illness, injury or disability or Military Services Leave of Absence you will be considered Actively at Work.

Any changes such as revisions to coverage due to age, class or salary changes, as applicable, will apply during the leave except that increases in the amount of insurance, whether automatic or subject to election, will not be effective if you are not considered Actively at Work until you have returned to Active Work for one (1) full day. A leave of absence taken in accordance with the Family and Medical Leave Act of 1993 or USERRA will run concurrently with any other applicable continuation of insurance provision in the Policy. Your coverage and that of any Insured Dependents, if applicable, will cease under this extension on the earliest of:

(1) the date the Policy terminates; or

(2) the end of the period for which premium has been paid for you; or

(3) the date such leave should end in accordance with the Policyholder's policies regarding Family and Medical Leave of Absence and Military Services Leave of Absence in compliance with the Family and Medical Leave Act of 1993, as amended and USERRA. Should the Policyholder choose not to continue your coverage during a Family and Medical Leave of Absence and/or Military Services Leave of Absence, your coverage as well as any dependent coverage, if applicable, will be reinstated.

**GROUP TERM LIFE INSURANCE LIVING BENEFIT RIDER**

**THIS RIDER ADDS AN ACCELERATED BENEFIT PROVISION.**

**RECEIPT OF THIS ACCELERATED BENEFIT WILL REDUCE THE DEATH BENEFIT AND MAY BE TAXABLE. INSUREDS SHOULD SEEK ASSISTANCE FROM THEIR PERSONAL TAX ADVISOR.**

Attached to Group Policy Number: GL 140871

Issued to Group Policyholder: Melvindale-Northern Allen Park Public Schools

This Rider is attached to and made a part of the Policy indicated above. Your Certificate is hereby amended, in consideration of the application for this coverage, by the addition of the following benefit. In this Rider, Reliance Standard Life Insurance Company will be referred to as "we", "us", "our".

**DEFINITIONS:** This section gives the meaning of terms used in this Rider. The Definitions of the Policy and Certificate also apply unless they conflict with Definitions given here.

"Certified" or "Certification" refers to a written statement, made by a Physician on a form provided by us, as to the Insured's Terminal Illness.

"Certificate" means the document, issued to each Insured, which explains the terms of his coverage under the Group Life Insurance Policy.

"Death Benefit" means the insurance amount payable under the Certificate at death of the Insured, subject to all Certificate provisions dealing with changes in the amount of insurance and reductions or termination for age or retirement. It does not include any amount that is only payable in the event of Accidental Death. "Insured" means only a primary Insured. Dependents are not eligible for coverage under this Living Benefit Rider.

"Physician" means a duly licensed practitioner, acting within the scope of his license, who is recognized by the law of the state in which diagnosis is received. The Physician may not be the Insured or a member of his immediate family.

"Policy" means the Group Life Insurance Policy issued to the Group Policyholder under which the Insured is covered.

"Terminally Ill" or "Terminal Illness" refers to an Insured's illness or physical condition that is Certified by a Physician to reasonably be expected to result in death in less than 12 months.

"Written Request" means a request made, in writing, by the Insured to us. All pronouns include either gender unless the context indicates otherwise.

**DESCRIPTION OF COVERAGE:** This benefit is payable to the Insured if, after having been covered under this Rider for at least 60 days, an Insured is Certified as Terminally Ill. In order for this benefit to be paid:

- (1) the Insured must make a Written Request; and
- (2) we must receive from any assignee or irrevocable beneficiary their signed acknowledgment and agreement to payment of this benefit. We may, at our option, confirm the terminal diagnosis with a second medical exam performed at our own expense.

**AMOUNT OF THE LIVING BENEFIT:** The Living Benefit will be an amount equal to 75% of the Death Benefit applicable to the Insured under the Policy on the date of the Certification of Terminal Illness, subject to a maximum benefit of \$500,000. This benefit may be paid as a single lump sum or in installment payments mutually agreed to by us and the Insured. The Living Benefit is payable one time only for any Insured under this Rider.

**EFFECT OF BENEFIT:** If an Insured becomes eligible for, and elects to receive this benefit, it will have the following effects:

- (1) The Death Benefit payable for such Insured will be reduced by an amount equal to the Living Benefit paid to such Insured. The amount of the Living Benefit plus the corresponding Death Benefit will not exceed the amount that would have been paid as the Death Benefit in the absence of this Rider.
- (2) Any amount of insurance that would otherwise be continued under a Waiver of Premium provision will be reduced proportionately, as will the maximum Face Amount available under the Conversion Privilege.

**MISSTATEMENT OF AGE OR SEX:** The Living Benefit will be adjusted to reflect the amount of benefit that would have been purchased by the actual premium paid at the correct age and sex.

**TERMINATION OF AN INDIVIDUAL'S COVERAGE UNDER THIS RIDER:** The coverage of any Insured under this Rider will terminate on the first of the following:

- (1) the date his coverage under the Policy terminates;
- (2) the date of payment of the Living Benefit for his Terminal Illness; or
- (3) the date he attains age 75.

**ADDITIONAL PROVISIONS:** This Rider takes effect on the Effective Date shown. It will terminate on the date the Group Policy terminates. It is subject to all the terms of the Group Policy not inconsistent herein. In witness whereof, we have caused this Rider to be signed by our Secretary.

## Claim Procedures and ERISA Statement of Rights

### 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 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.

##### **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, of 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 the claimant to perfect the claim and an explanation of why such material or information is necessary; and
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.

##### **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

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.

#### **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.

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 of time for processing is required, written notice of the 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(a) 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(a) 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.

**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 2010-2012 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 2010-2012 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 SCHEDULES**



| 10-11 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 | Medical Insurance |
|-------------|--------------------|-----------------|----------------|----------------|----------|------------------------|------------------------|----------------|-------------------|
|             |                    |                 |                |                |          |                        |                        |                |                   |
| September   | 9/10/2010          | 9/10/2010       | 1              | 1              |          | 1                      | 5                      | 1              | 1                 |
| September   | 9/24/2010          | 9/24/2010       | 2              | 2              |          | 2                      | 6                      |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| October     | 10/8/2010          | 10/8/2010       | 3              | 3              | 1        | 3                      | 7                      | 2              | 2                 |
| October     | 10/22/2010         | 10/22/2010      | 4              | 4              |          | 4                      | 8                      |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| November    | 11/5/2010          | 11/5/2010       | 5              | 5              | 2        | 5                      | 9                      | 3              | 3                 |
| November    | 11/19/2010         | 11/19/2010      | 6              | 6              |          | 6                      | 10                     |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| December    | 12/3/2010          | 12/3/2010       | 7              | 7              | 3        | 7                      | 11                     | 4              | 4                 |
| December    | 12/17/2010         | 12/17/2010      | 8              | 8              |          | 8                      | 12                     |                |                   |
| December    | 12/31/2010         | **12/29/2010    | 9              | 9              |          | 9                      | 13                     | 5              | 5                 |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| January     | 1/14/2011          | 1/14/2011       | 10             | 10             | 4        | 10                     | 14                     |                |                   |
| January     | 1/28/2011          | 1/28/2011       | 11             | 11             |          | 11                     | 15                     |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| February    | 2/11/2011          | 2/11/2011       | 12             | 12             | 5        | 12                     | 16                     | 6              | 6                 |
| February    | 2/25/2011          | 2/25/2011       | 13             | 13             |          | 13                     | 17                     |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| March       | 3/11/2011          | 3/11/2011       | 14             | 14             | 6        | 14                     | 18                     | 7              | 7                 |
| March       | 3/25/2011          | 3/25/2011       | 15             | 15             |          | 15                     | 19                     |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| April       | 4/8/2011           | 4/8/2011        | 16             | 16             | 7        | 16                     | 20                     | 8              | 8                 |
| April       | 4/22/2011          | **4/21/2011     | 17             | 17             |          | 17                     | 21                     |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| May         | 5/6/2011           | 5/6/2011        | 18             | 18             | 8        | 18                     | 22                     | 9              | 9                 |
| May         | 5/20/2011          | 5/20/2011       | 19             | 19             |          | 19                     | 23                     |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| June        | 6/3/2011           | 6/3/2011        | 20             | 20             | 9        | 20                     | 24                     | 10             | 10                |
| June        | 6/17/2011          | 6/17/2011       | 21             | 21             |          | 21                     | 25                     |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| July        | 7/1/2011           | 7/1/2011        |                | 22             |          |                        |                        | 11             | 11                |
| July        | 7/15/2011          | 7/15/2011       |                | 23             |          |                        |                        |                |                   |
| July        | 7/29/2011          | 7/29/2011       |                | 24             |          |                        |                        |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |
| August      | 8/12/2011          | 8/12/2011       |                | 25             |          |                        |                        | 12             | 12                |
| August      | 8/26/2011          | 8/26/2011       |                | 26             |          |                        |                        |                |                   |
|             |                    |                 |                |                |          |                        |                        |                |                   |

**21 Pay non-teaching employees - Insurance will be spread out over 21 pays with no three month balance due to employees in June.**

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



| 11-12 Month  | Scheduled Pay Date | Actual Pay Date | 21 Pay Periods | 26 Pay Periods | MFT Dues | Life Insurance | Medical Insurance |
|--|--------------------|-----------------|----------------|----------------|----------|----------------|-------------------|
|  |                    |                 |                |                |          |                |                   |
| September  | 9/9/2011           | 9/9/2011        | 1              | 1              |          | 1              | 1                 |
| September  | 9/23/2011          | 9/23/2011       | 2              | 2              |          |                | 2                 |
|  |                    |                 |                |                |          |                |                   |
| October  | 10/7/2011          | 10/7/2011       | 3              | 3              | 1        | 2              | 3                 |
| October  | 10/21/2011         | 10/21/2011      | 4              | 4              |          |                | 4                 |
|  |                    |                 |                |                |          |                |                   |
| November   | 11/4/2011          | 11/4/2011       | 5              | 5              | 2        | 3              | 5                 |
| November   | 11/18/2011         | 11/18/2011      | 6              | 6              |          |                | 6                 |
|  |                    |                 |                |                |          |                |                   |
| December   | 12/2/2011          | 12/2/2011       | 7              | 7              | 3        | 4              | 7                 |
| December   | 12/16/2011         | 12/16/2011      | 8              | 8              |          |                | 8                 |
| December   | 12/30/2011         | **12/28/2011    | 9              | 9              |          |                | 9                 |
|  |                    |                 |                |                |          |                |                   |
| January  | 1/13/2012          | 1/13/2012       | 10             | 10             | 4        | 5              | 10                |
| January  | 1/27/2012          | 1/27/2012       | 11             | 11             |          |                | 11                |
|  |                    |                 |                |                |          |                |                   |
| February   | 2/10/2012          | 2/10/2012       | 12             | 12             | 5        | 6              | 12                |
| February   | 2/24/2012          | 2/24/2012       | 13             | 13             |          |                | 13                |
|  |                    |                 |                |                |          |                |                   |
| March  | 3/9/2012           | 3/9/2012        | 14             | 14             | 6        | 7              | 14                |
| March  | 3/23/2012          | 3/23/2012       | 15             | 15             |          |                | 15                |
|  |                    |                 |                |                |          |                |                   |
| April  | 4/6/2012           | **4/5/2012      | 16             | 16             | 7        | 8              | 16                |
| April  | 4/20/2012          | 4/20/2012       | 17             | 17             |          |                | 17                |
|  |                    |                 |                |                |          |                |                   |
| May  | 5/4/2012           | 5/4/2012        | 18             | 18             | 8        | 9              | 18                |
| May  | 5/18/2012          | 5/18/2012       | 19             | 19             |          |                | 19                |
|  |                    |                 |                |                |          |                |                   |
| June   | 6/1/2012           | 6/1/2012        | 20             | 20             | 9        | 10             | 20                |
| June   | 6/15/2012          | 6/15/2012       | 21             | 21             |          |                | 21                |
| June   | 6/29/2012          | 6/29/2012       |                | 22             |          |                | 22                |
|  |                    |                 |                |                |          |                |                   |
| July   | 7/13/2012          | 7/13/2012       |                | 23             |          | 11             | 23                |
| July   | 7/27/2012          | 7/27/2012       |                | 24             |          |                | 24                |
|  |                    |                 |                |                |          |                |                   |
| August   | 8/10/2012          | 8/10/2012       |                | 25             |          | 12             | 25                |
| August   | 8/24/2012          | 8/24/2012       |                | 26             |          |                | 26                |
|  |                    |                 |                |                |          |                |                   |
|  |                    |                 |                |                |          |                |                   |
| 21 Pay teaching and non-teaching employees - Insurance will be spread out over 21 pays with no three month balance due to employees in June. |                    |                 |                |                |          |                |                   |
|  |                    |                 |                |                |          |                |                   |
| Aflac, TSA and CU are deducted every bi-weekly pay unless employee has requested otherwise.  |                    |                 |                |                |          |                |                   |
|  |                    |                 |                |                |          |                |                   |
| **Note: The Actual Pay Date is different than the Scheduled Pay Date due to Holiday/Break.   |                    |                 |                |                |          |                |                   |

**APPENDIX D**  
**SALARY SCHEDULES**



**2010 - 2012 Teacher's Salary Schedule**

| Step            | BA     | 1/2 MA | MA     | MA + 30 | EDS/2ND MA** | EDS/2ND MA*** |
|-----------------|--------|--------|--------|---------|--------------|---------------|
| 1               | 41,614 | 0      | 46,350 | 0       | 0            | 0             |
| 2               | 43,185 | 0      | 48,310 | 0       | 0            | 0             |
| 3               | 44,756 | 0      | 50,269 | 0       | 0            | 0             |
| 4               | 47,901 | 0      | 54,189 | 0       | 0            | 0             |
| 5               | 51,043 | 0      | 58,108 | 0       | 67,724       | 60,108        |
| 6               | 54,188 | 0      | 62,029 | 0       | 68,896       | 64,029        |
| 7               | 57,330 | 0      | 65,948 | 0       | 72,068       | 67,948        |
| 8               | 60,474 | 0      | 69,868 | 0       | 76,411       | 71,868        |
| 9               | 63,747 | 0      | 73,829 | 0       | 80,749       | 75,829        |
| 10              | 66,761 | 0      | 77,707 | 0       | 85,096       | 79,707        |
| 11              | 68,913 | 0      | 79,858 | 0       | 87,247       | 81,858        |
| 12              | 71,066 | 0      | 82,010 | 0       | 89,399       | 84,010        |
| Longevity (15+) | 72,066 | 77,538 | 83,010 | 86,705  | 90,399       | 85,010        |
| Longevity (20+) | 72,566 | 78,038 | 83,510 | 87,205  | 90,899       | 85,510        |
| Longevity (25+) | 73,066 | 78,538 | 84,010 | 87,705  | 91,399       | 86,010        |

\*\* These Degrees are only payable to qualified teachers hired prior to 06/19/2006 (See Article IX for qualification). Teachers must show proof of enrollment in a program and completion of at least 10 credits to be eligible. Teachers must complete program by 9/1/2011 to be eligible.

\*\*\* Any teacher hired prior to 06/19/2006 who completes a second Masters Degree after 09/01/2011 will receive \$2,000 as a second Masters Step.

**2010 - 2012 Teacher's Salary Schedule**

**Tier 2 (Effective with Hire Dates on/after 09/01/2010)**

| Step            | BA     | MA     |
|-----------------|--------|--------|
| A               | 35,372 | 39,398 |
| B               | 37,453 | 41,715 |
| C               | 39,533 | 44,033 |
| 1               | 41,614 | 46,350 |
| 2               | 43,185 | 48,310 |
| 3               | 44,756 | 52,229 |
| 4               | 46,328 | 54,189 |
| 5               | 54,188 | 62,029 |
| 6               | 55,759 | 63,989 |
| 7               | 57,330 | 65,948 |
| 8               | 60,474 | 69,868 |
| 9               | 63,747 | 73,829 |
| 10              | 66,761 | 77,707 |
| 11              | 68,913 | 79,858 |
| 12              | 71,066 | 82,010 |
| Longevity (15+) | 72,066 | 83,010 |
| Longevity (20+) | 72,566 | 83,510 |
| Longevity (25+) | 73,066 | 84,010 |



**APPENDIX E**  
**EXTRA CONTRACTURAL PAY SCHEDULE**



|  | <b>Min<br/>Hours</b> | <b>Amount</b> |
|--|----------------------|---------------|
| <b>HIGH SCHOOL CLUBS</b>                               |                      |               |
| Class Coordinator - Fresh (2)                          | 15                   | \$400.00      |
| Class Coordinator - Soph (2)                           | 15                   | \$400.00      |
| Class Coordinator - Junior (2)                         | 30                   | \$800.00      |
| Class Coordinator - Senior (2)                         | 30                   | \$800.00      |
| School Improvement (NCA)<br>(1 NCA stipend per school) | 30                   | \$800.00      |
| Up to 5 Clubs  |                      | \$800.00      |

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

|   | <b>Min<br/>Hours</b> |          |
|---|----------------------|----------|
| <b>JUNIOR SCHOOL CLUBS</b>  |                      |          |
| Up to 5 Clubs   |                      | \$600.00 |
| School Improvement (NCA)<br>(1 NCA stipend per school)                        | 30                   | \$800.00 |
| Clubs must be approved by principal and CEO/Superintendent before assignment. |                      |          |

|   | <b>Min<br/>Hours</b> |          |
|---|----------------------|----------|
| <b>ELEMENTARY CLUBS</b>   |                      |          |
| Up to 2 Clubs   |                      | \$500.00 |
| School Improvement (NCA)<br>(1 NCA stipend per school)                        | 30                   | \$800.00 |
| Clubs must be approved by principal and CEO/Superintendent before assignment. |                      |          |

|                                       | <b>Rate</b> |
|---------------------------------------|-------------|
| <b>ART EXHIBITS</b>                   |             |
| District Art                          | \$13.70     |
| (Per event not to exceed four hours.) |             |

|                                 | <b>Rate</b> |                                 |
|---------------------------------|-------------|---------------------------------|
| <b>EXTRA CONTRACTUAL</b>        |             |                                 |
| 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**  
(per event not to exceed 4 hours.) **Rate**  
\$13.70

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

**ELEMENTARY MUSIC**  
(per event not to exceed 4 hours.) **Rate**  
\$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.)

|                    | <b>Rate</b> | <b>Max</b> |
|--------------------|-------------|------------|
| <b>VOCAL MUSIC</b> |             |            |
| 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 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**

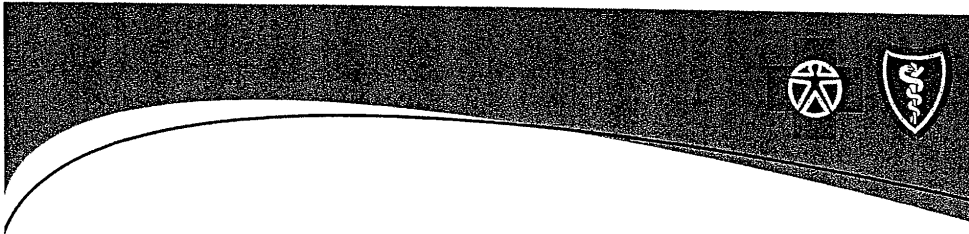
Teachers' Calendar 2010-2011

| Day            | Date       | Event   |
|----------------|------------|---|
| Tuesday        | 08/31/10   | Professional Development Day – Full Day – No Students                                 |
| Wednesday      | 09/01/10   | Professional Development Day – Full Day – No Students                                 |
| Thursday       | 09/02/10   | Teacher Workday – No Students   |
| Friday         | 09/03/10   | No Teachers Report  |
| Monday         | 09/06/10   | School Closed – Labor Day Recess  |
| Tuesday        | 09/07/10   | First Day of Classes for Students (K-8 Full Day; 9-12-AM only)                        |
| Monday         | 10/11/10   | Two-hour late start for high school students  |
| Friday         | 10/15/10   | End of 1st Card Marking-Record Day at high school only - Half Day for 9-12            |
| Wednesday      | 10/20/10   | Teacher/Parent Conferences at High School – Half Day for 9-12                         |
| Thursday       | 10/21/10   | Teacher/Parent Conferences at High School (PM & Even.) - Half Day for 9-12            |
| Tuesday        | 11/02/10   | Professional Development Day – Full Day – No Students                                 |
| Friday         | 11/05/10   | Record Day for K-8 – Half Day for K-8 Students  |
| Monday         | 11/08/10   | Two-hour late start for high school students  |
| Wednesday      | 11/17/10   | Teacher/Parent Conferences for K-8 from 5:30 – 8:00 p.m.                              |
| Thursday       | 11/18/10   | Teacher/Parent Conf. –K-8 (afternoon) Half Day for K-8 Students                       |
| Tuesday        | 11/23/10   | End of 2nd Card Marking-Record Day at high school only – Half Day for 9-12            |
| Wednesday      | 11/24/10   | K-12 - No Teachers - No Students  |
| Thursday       | 11/25/10   | Thanksgiving Recess   |
| Monday         | 11/29/10   | Classes Resume  |
| Monday         | 12/13/10   | Two-hour late start for high school students  |
| Friday         | 12/17/10   | Schools Closed at End of Day for Holiday Recess                                       |
| Monday         | 01/03/11   | Classes Resume  |
| Monday         | 01/10/11   | Two-hour late start for high school students  |
| Monday         | 01/17/11   | Professional Development Day – Full Day – No Students                                 |
| Tuesday        | 01/18/11   | Semester Finals – Half Day for High School Students                                   |
| Wednesday      | 01/19/11   | Semester Finals – Half Day for High School Students                                   |
| Thursday       | 01/20/11   | Semester Finals – Half Day for High School Students                                   |
| Friday         | 01/21/11   | Record Day - Half Day for K-8 - No Classes for 9-12 - End of 1 <sup>st</sup> Semester |
| Monday         | 02/07/11   | Two-hour late start for high school students  |
| Monday & Tues. | 02/21 & 22 | Schools Closed – Winter Recess  |
| Wednesday      | 02/23/11   | Classes Resume  |
| Tuesday        | 03/01/11   | Grade 11 MME Tests - No classes for Grades 9, 10 & 12                                 |
| Wednesday      | 03/02/11   | Full Day for Grade 11 - Grades 9, 10 & 12 Report at 11:00 am                          |
| Thursday       | 03/03/11   | Full Day for Grade 11 - Grades 9, 10 & 12 Report at 11:00 am                          |
| Friday         | 03/04/11   | Half Day for High School (9-12) Students (Record Day)                                 |
| Monday         | 03/07/11   | Two-hour late start for high school students  |
| Wednesday      | 03/09/11   | Teacher/Parent Conferences at High School – Half Day for 9-12                         |
| Thursday       | 03/10/11   | Teacher/Parent Conf. at High School (PM & Even.) -No 9-12 Students in PM              |
| Friday         | 04/01/11   | Half Day for K-8 Students Only (Record Day)   |
| Monday         | 04/11/11   | Two hour late start for high school   |
| Wednesday      | 04/13/11   | Teacher/Parent Conferences for K-8 from 5:30 – 8:00 p.m.                              |
| Thursday       | 04/14/11   | Teacher/Parent Conf.–K-8 (afternoon & p.m.) Half Day for K-8 Students                 |
| Friday         | 04/15/11   | Half Day for High School (9-12) Students (Record Day)                                 |
| Friday         | 04/15/11   | Schools close at end of day for spring recess   |
| Tuesday        | 04/26/11   | Classes resume  |
| Thursday       | 05/05/11   | Professional Development Day - Full Day - No Students K-12                            |
| Monday         | 05/09/11   | Two-hour late start for high school students  |
| Thursday       | 05/26/11   | Placement Day - Half Day for K-8 Students   |
| Friday         | 05/27/11   | K-12 - No Teachers - No Students  |
| Monday         | 05/30/11   | Memorial Day - No Classes   |
| Friday         | 06/10/11   | Record Day – Half Day for K-8 Students  |
| Monday         | 06/13/11   | Semester Finals – Half Day for Students Grades 9-12                                   |
| Tuesday        | 06/14/11   | Semester Finals – Half Day for Students Grades 9-12                                   |
| Wednesday      | 06/15/11   | Semester Finals – Half Day for Students Grades 9-12                                   |
| Thursday       | 06/16/11   | High School only - Full Day of Professional Development - No Classes for 9-12         |
| Thursday       | 06/16/11   | Record Day – Half Day for K-8 Students – No Classes for 9-12                          |
| Friday         | 06/17/11   | Teacher Workday – No Students   |

Teachers' Calendar 2011-2012

| Day           | Date      | Event  |
|---------------|-----------|--|
| Tuesday       | 08/30/11  | Professional Development Day - Full Day - No students            |
| Wednesday     | 08/31/11  | Professional Development Day - Full Day - No students            |
| Thursday      | 09/01/11  | Teacher Workday - No students                                    |
| Friday        | 09/02/11  | No Teachers report   |
| Tuesday       | 09/06/11  | K-8 Full Day; half day 9-12 No students pm Prof. Development     |
| Thursday      | 09/15/11  | MHS Open House   |
| Monday        | 10/10/11  | Two hour late start at the High School for students              |
| Friday        | 10/14/11  | Record Day - HS Only - 1/2 day - No students in p.m.             |
| Wednesday     | 10/19/11  | Parent/Teacher Conferences - HS - Half day a.m.                  |
| Thursday      | 10/20/11  | Parent/Teacher Conferences - HS - Half day a.m.                  |
| Friday        | 11/04/11  | Record day afternoon K-8. No students in p.m.                    |
| Tuesday       | 11/08/11  | PD Full Day No school for all students                           |
| Monday        | 11/14/11  | Two hour late start at the High School for students              |
| Wednesday     | 11/16/11  | Parent/Teacher Conferences K-8 evening -Full day of school       |
| Thursday      | 11/17/11  | Parent/Teacher Conf.-K-8 - Half day-Conferences pm and even.     |
| Wednesday     | 11/23/11  | K-12 no teachers no students                                     |
| Thursday      | 11/24/11  | Schools closed for Thanksgiving recess                           |
| Monday        | 11/28/11  | Classes resume   |
| Friday        | 12/02/11  | End of MHS marking period - Half day for 9-12 students           |
| Monday        | 12/12/11  | Two hour late start at the High School for students              |
| Friday        | 12/23/11  | Schools closed at end of day for holiday recess                  |
| Monday        | 01/09/12  | Classes resume   |
| Monday        | 01/16/12  | Professional Development Day - Full Day - No students            |
| Tuesday       | 01/17/12  | Semester Finals - HS - half day a.m.                             |
| Wednesday     | 01/18/12  | Semester Finals - HS - half day a.m.                             |
| Thursday      | 01/19/12  | Semester Finals - HS - half day a.m.                             |
| Friday        | 01/20/12  | End of 1st Semester-(Half day K-8/No classes for 9-12)           |
| Monday        | 02/13/12  | Two hour late start at the High School for students              |
| Monday        | 02/20/12  | School closed for winter break No students K-12                  |
| Wednesday     | 02/22/12  | Classes resume   |
| Friday        | 03/02/12  | Record Day - HS Only - No students in p.m.                       |
| Tuesday       | 03/06/12  | 11th grade students only report                                  |
| Wed. & Thurs. | 3/7 & 3/8 | 11th grade report for AM only - Gr. 9, 10, 12 report for PM only |
| Wednesday     | 03/14/12  | Parent/Teacher Conferences - HS - Half day a.m.                  |
| Thursday      | 03/15/12  | Parent/Teacher Conferences - HS - Half day a.m.                  |
| Friday        | 03/30/12  | K-8 Record Day 1/2 day a.m.                                      |
| Monday        | 04/02/12  | Two hour late start at the High School for students              |
| Thursday      | 04/05/12  | School closes at the end of the day - Spring recess              |
| Monday        | 04/16/12  | Classes resume   |
| Wednesday     | 04/18/12  | K-8 Parent/Teacher Conf. 5:30-8:00 evening full day school       |
| Thursday      | 04/19/12  | K-8 Parent Teacher Conf. pm and evening - 1/2 day school a.m.    |
| Friday        | 04/27/12  | Records Day - MHS - 1/2 day a.m. for 9-12                        |
| Friday        | 05/04/12  | PD Full Day No school for all students                           |
| Monday        | 05/14/12  | Two hour late start at the High School for students              |
| Thursday      | 05/24/12  | K-8 half day for students a.m. (Placement Day in p.m.)           |
| Friday        | 05/25/12  | No Students and No Teachers report.                              |
| Monday        | 05/28/12  | Memorial Day - No Classes  |
| Tuesday       | 05/29/12  | Classes resume   |
| Friday        | 06/01/12  | K-8 Record Day (Half day for K-8 a.m.)                           |
| Monday        | 06/11/12  | Semester Finals - HS - half day a.m.                             |
| Tuesday       | 06/12/12  | Semester Finals - HS - half day a.m.                             |
| Wednesday     | 06/13/12  | Semester Finals - HS - half day a.m.                             |
| Thursday      | 06/14/12  | Records Day - K-8 half day a.m. - No students MHS                |
| Friday        | 06/15/12  | Teacher Workday - No students                                    |

**APPENDIX H**  
**HEALTH INSURANCE BENEFIT SUMMARIES**



**Healthy Blue Incentives<sup>SM</sup> PPO  
Community Blue<sup>SM</sup> Option G  
Benefits-at-a-Glance**

| Enhanced Benefits |                  | Standard Benefits |                  |
|-------------------|------------------|-------------------|------------------|
| In-network        | Out-of-network * | In-network        | Out-of-network * |

**Preventive care services** - \*\*Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year

|  |   |             |   |             |
|--|---|-------------|---|-------------|
| Health maintenance exam – includes chest x-ray, EKG and select lab procedures  | Covered – 100%** , one per calendar year  | Not covered | Covered – 100%** , one per calendar year  | Not covered |
| Gynecological exam   | Covered – 100%** , one per calendar year  | Not covered | Covered – 100%** , one per calendar year  | Not covered |
| Pap smear screening – laboratory and pathology services  | Covered – 100%** , one per calendar year  | Not covered | Covered – 100%** , one per calendar year  | Not covered |
| Well-baby and child care   | Covered – 100%**<br>• 6 visits, birth through 12 months<br>• 6 visits, 13 months through 23 months<br>• 6 visits, 24 months through 35 months<br>• 2 visits, 36 months through 47 months<br>• Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit | Not covered | Covered – 100%**<br>• 6 visits, birth through 12 months<br>• 6 visits, 13 months through 23 months<br>• 6 visits, 24 months through 35 months<br>• 2 visits, 36 months through 47 months<br>• Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit | Not covered |
| Childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM | Covered – 100%**  | Not covered | Covered – 100%**  | Not covered |
| Fecal occult blood screening   | Covered – 100%** , one per calendar year  | Not covered | Covered – 100%** , one per calendar year  | Not covered |
| Flexible sigmoidoscopy exam  | Covered – 100%** , one per calendar year  | Not covered | Covered – 100%** , one per calendar year  | Not covered |
| Prostate specific antigen (PSA) screening  | Covered – 100%** , one per calendar year  | Not covered | Covered – 100%** , one per calendar year  | Not covered |

**Mammography**

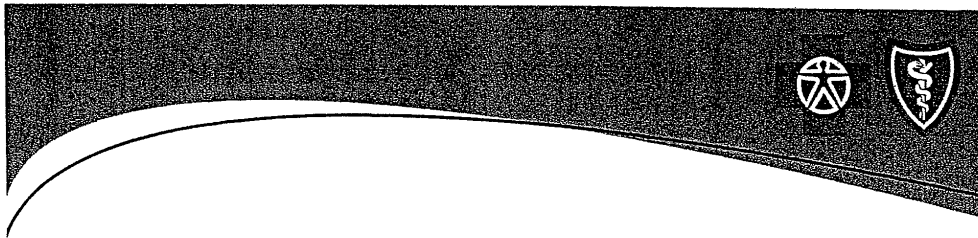
|                       |                                  |                                |                                  |                                |
|-----------------------|----------------------------------|--------------------------------|----------------------------------|--------------------------------|
| Mammography screening | Covered – 100%                   | Covered – 80% after deductible | Covered – 80% after deductible   | Covered – 60% after deductible |
|                       | One per member per calendar year |                                | One per member per calendar year |                                |

**bcbsm.com**

\* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Healthy Blue Incentives PPO Community Blue Option G, JULY 2010





**Healthy Blue Incentives<sup>SM</sup> PPO  
Community Blue<sup>SM</sup> Option G  
Benefits-at-a-Glance**

| Enhanced Benefits |                  | Standard Benefits |                  |
|-------------------|------------------|-------------------|------------------|
| In-network        | Out-of-network * | In-network        | Out-of-network * |

**Member's responsibility (deductibles, copays and dollar maximums), *continued***

|  |  |  |   |   |
|--|--|--|---|---|
| <p><b>Copay dollar maximums</b> – applies to copays for all covered services – including mental health and substance abuse services – but <b>does not</b> apply to fixed dollar copays and private duty nursing percent copays</p> <p><b>Note:</b> For groups with 50 or fewer employees or groups that are not subject to the MHP law, mental health care and substance abuse treatment copays do not contribute to the copay dollar maximum.</p> | <p>Not applicable</p>  | <p>\$2,000 for one member, \$4,000 for two or more members each calendar year</p>  | <p>\$1,000 for one member, \$2,000 for two or more members each calendar year</p> | <p>\$3,000 for one member, \$6,000 for two or more members each calendar year</p> <p><b>Note:</b> Out-of-network copays also apply toward the in-network maximum.</p> |
| <p><b>Dollar maximums</b></p>  | <p>\$1 million lifetime maximum per covered specified human organ transplant type and a separate \$5 million lifetime maximum per member for all other covered services and as noted for individual services</p> | <p>\$1 million lifetime maximum per covered specified human organ transplant type and a separate \$5 million lifetime maximum per member for all other covered services and as noted for individual services</p> |   |   |

**bcbsm.com**

\* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Healthy Blue Incentives PPO Community Blue Option G. JULY 2010



## Traditional Plus Dental Coverage Benefits-at-a-Glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

### Network access information

- DenteMax PPO network** – DenteMax PPO dentists agree to accept our approved amount as payment in full and participate on all claims. DenteMax is an independent company that leases its network to BCBSM to provide access to Blues members. You'll also receive discounts on noncovered services when you use PPO dentists. You can choose from more than 83,000 dentist access points\* nationwide where dental services are available through our partnership with the DenteMax PPO network. To find a DenteMax dentist, please call 800-752-1547 or go to the DenteMax Web site at [dentemax.com](http://dentemax.com).

\* A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.

- Blue Par Select<sup>SM</sup>** – Most dentists participate with the Blues on a "per claim" basis, so you should ask your dentist if he or she participates before every procedure. These dentists accept payment in full from BCBSM for covered services and you pay the dentist only applicable copays and deductibles, and any fees for noncovered services. You won't be balanced billed for any difference between our approved amount and the dentist's charge. We call this arrangement "Blue Par Select." To find a dentist who may participate with BCBSM, go to [bcbsm.com](http://bcbsm.com). Select the Dental Professionals subsection of "Where You Can Go for Care" page.

**Note:** If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

### Member's responsibility (copays and dollar maximums)

|   |  |
|---|--|
| Copays  | 20% for Class III services and 50% for Class IV services |
| Dollar maximums                                     |  |
| • Annual maximum (for Class I, II and III services) | \$1,000 per member                                       |
| • Lifetime maximum (for Class IV services)          | \$1,500 per member                                       |

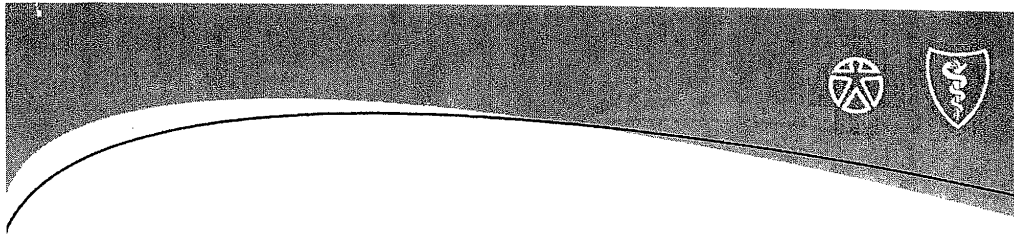
### Class I services

|  |  |
|--|--|
| Oral exams   | Covered – 100%, twice per calendar year  |
| A set (up to 4) of bitewing x-rays                         | Covered – 100%, twice per calendar year  |
| Full-mouth and panoramic x-rays                            | Covered – 100%, once every 60 months   |
| Prophylaxis (teeth cleaning)                               | Covered – 100%, twice per calendar year  |
| Pit and fissure sealants – for members age 19 or under     | Covered – 100%, once per tooth every 36 months when applied to the first and second permanent molars |
| Palliative (emergency) treatment                           | Covered – 100%   |
| Fluoride treatment   | Covered – 100%, two per calendar year  |
| Space maintainers – missing posterior (back) primary teeth | Covered – 100%, once per quadrant per lifetime, for members under age 19                             |

### Class II services

|                            |  |
|----------------------------|--|
| Fillings – permanent teeth | Covered – 100%, replacement fillings covered after 24 months or more after initial filling |
| Fillings – primary teeth   | Covered – 100%, replacement fillings covered after 12 months or more after initial filling |

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association



**Class II services, *continued***

|   |  |
|---|--|
| Oral surgery including extractions                      | Covered – 100%   |
| Root canal treatment – permanent tooth                  | Covered – 100%, once every 12 months for tooth with one or more canals                     |
| Scaling and root planing                                | Covered – 100%, once every 24 months per quadrant  |
| Limited occlusal adjustments                            | Covered – 100%, limited occlusal adjustments covered up to five times in a 60-month period |
| Occlusal biteguards                                     | Covered – 100%, once every 12 months   |
| General anesthesia or IV sedation                       | Covered – 100%, when medically necessary and performed with oral or dental surgery         |
| Repairs and adjustments of partial or complete dentures | Covered – 100%, six months or more after it is delivered                                   |
| Relining or rebasing of partial or complete dentures    | Covered – 100%, once every 36 months per arch  |

**Class III services**

|  |  |
|--|--|
| Onlays, crowns and veneer fillings – permanent teeth   | Covered – 80%, once every 60 months per tooth, payable for members age 12 and older  |
| Recementing of crowns, veneers, inlays, onlays and bridges   | Covered – 80%, three times per tooth per calendar year after six months from original restoration                              |
| Tissue conditioning  | Covered – 80%, once every 36 months per arch   |
| Removable dentures (complete and partial)  | Covered – 80%, once every 60 months  |
| Bridges (fixed partial dentures) – for members age 16 or older   | Covered – 80%, once every 60 months after original was delivered   |
| Endosteal implants – for members age 16 or older who are covered at the time of the actual implant placement | Covered – 80%, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31 |

**Class IV services – Orthodontic services for dependents under age 19**

|  |               |
|--|---------------|
| Minor treatment for tooth guidance appliances        | Covered – 50% |
| Minor treatment to control harmful habits            | Covered – 50% |
| Interceptive and comprehensive orthodontic treatment | Covered – 50% |
| Post-treatment stabilization                         | Covered – 50% |
| Cephalometric film (skull) and diagnostic photos     | Covered – 50% |

**Note:** For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins.



**PROPOSED SCHEDULE OF BENEFITS – MELVINDALE NORTHERN ALLEN PARK PUBLIC SCHOOLS**

**FIXED RATE INSURED PLAN DESIGN – OPTION 1**

| BENEFIT  | IN-NETWORK   | OUT-OF-NETWORK   |
|--|--|--|
| EXAMINATION<br>Once Every 24 Months                  | Covered 100%<br>After \$20 Copay   | (Reimbursed Amounts)<br>Up to \$37   |
| LENSES<br>Once Every 24 Months                       | Standard Glass or Plastic<br>Covered 100%<br><i>(Includes Polycarbonates for<br/>Children under age 19)</i><br>After \$20 Copay                        | Single Vision Up to \$35<br>Bi-focal Up to \$50<br>Tri-focal Up to \$60<br>Lenticular Up to \$95 |
| FRAME<br>Once Every 24 Months                        | Covered up to \$100<br>Retail Allowance<br>(20% discount off remaining balance<br>over \$100 allowance) <sup>4</sup>                                   | Up to \$50   |
| CONTACT LENSES <sup>1</sup><br>Once Every 24 Months  | (In lieu of Lenses)  | (In lieu of Lenses)  |
| ELECTIVE <sup>2</sup>                                | Covered up to \$100 Retail Allowance<br>(15% discount (Conventional) or<br>10% discount (Disposable) off<br>remaining balance over \$100) <sup>5</sup> | Up to<br>\$100   |
| MEDICALLY NECESSARY <sup>3</sup>                     | Covered 100%   | \$200  |
| LOW VISION AIDS <sup>3</sup><br>Once Every 24 Months | Covered up to \$999 Retail Allowance   | N/A  |

<sup>1</sup>If a member chooses a frame, the member is not eligible for contact lenses for 24 months.

<sup>2</sup>Fitting & Follow-Up Fees are deducted from the Contact Lens Allowance shown above unless otherwise specified.

<sup>3</sup>Prior Authorization required from NVA

<sup>4</sup>Discount does not apply at Wal-mart/Sam's Club locations.

<sup>5</sup>Discount does not apply at Wal-mart/Sam's Club locations, Cole corporate locations (if applicable) or Contact Fill.

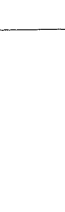
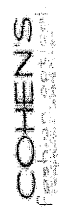
NOTE: If covered participants choose extra options, they are responsible for the additional cost of the options paid directly to the provider

# NVA Optical Retailers

## NVA Insured Program - National Network of Optical Retailers



|                           |                            |                         |
|---------------------------|----------------------------|-------------------------|
| Allegany Optical          | EyeLand Optical            | Rx Optical              |
| America's Best            | Eyeglass World             | Sam's Optical           |
| Aurora Vision Center      | Eyemasters                 | SEE Eyewear             |
| Bard Optical              | For Eyes Optical           | Shopko Optical          |
| Binyon's Eyeworld         | General Vision Services    | Site For Sore Eyes      |
| Cambridge Eye Doctors     | Henry Ford Optimeyes       | Standard Optical        |
| Clarkson Eye Care Center  | Herslof Opticians          | Stein Optical           |
| Cohen's Fashion Optical   | Hour Eyes                  | Sterling Optical        |
| Crown Optical             | Marion Eye Center          | Sterling Vision Care    |
| Davis Duehr Dean          | My Eye Dr                  | SVS Vision              |
| Doctor's Valuvision       | National Optometry         | Union Eye Care Center   |
| Dr Bizer's Visionworld    | National Vision, Inc.      | United Optical          |
| Dr Tavel One Hour Optical | Northeastern Eye Institute | Visionworks             |
| Doctor's Visionworks      | Optical Clinic             | Vision World, Inc.      |
| Empire Vision Inc.        | Optical Outlet             | Wisconsin Vision, Inc.  |
| Eye Drx                   | Optimart                   | Wal-Mart Vision Centers |



5055010001  
SAMPLE CLIENT GROUP  
C/O NVA PO BOX 2187  
CLIFTON, NJ 07015



National Vision Administrators, L.L.C.  
1-800-672-7723  
1-973-574-2599 (TDD)  
www.e-nva.com

S.071509-SR.R  
CARDHOLDER NAME  
1200 EAST CHESTNUT AVENUE  
VALRICO, FL 33594

National Vision Administrators, L.L.C. (NVA) has been contracted by your group to administer your vision care program. The ID cards below should be used to access your benefits.

- **Accessing Your Benefits:** NVA offers a state-of-the-art website at [www.e-nva.com](http://www.e-nva.com) and the above toll-free number to help you easily access your benefits. On the web-site, you can view your coverage details, verify eligibility, locate participating providers and more. For your convenience, we have listed in-network service providers near you on the reverse of this page.
- **Laser Vision Correction:** When it comes to your eyes, it's important to understand how to get the best possible results, in the safest way, from any laser vision correction provider. When choosing a laser vision correction provider, your focus should be on quality care, experienced doctors, the latest technology and a long-term commitment to results. National LASIK Network offers all that and provides a savings to NVA members. For more information call 877-295-8599 or visit our website at [www.e-nva.com](http://www.e-nva.com).
- **Home Delivery Contact Lenses:** If you choose home delivery for contact lenses, you may access Contact Fill's services online at [www.contactfill.com](http://www.contactfill.com) or by calling toll-free at 866-234-1393. Contact Fill provides lens wearers with significant savings packaged with the convenience of home delivery and you may be able to apply your benefit directly to your purchases.
- **Your Sight Is Important To Us:** Vision and proper vision care have a direct correlation to your health. Numerous health conditions such as diabetes and glaucoma can be detected through regular eye exams. Be aware that common diseases such as high blood pressure and certain medications can affect your eyes. Regular eye exams are important not only if you experience vision problems, but also for early detection of medical conditions.



VISION BENEFITS IDENTIFICATION CARD

Sponsor # 5055010001  
Cardmember # 1234567890123

CARDHOLDER NAME

Single Coverage

[www.e-nva.com](http://www.e-nva.com)



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