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

TEACHER
COLLECTIVE BARGAINING CONTRACT

2014-15
2015-16
2016-17

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 (5th). Junior High School or Middle School shall be used interchangeably and be understood to henceforth refer to grade 6 through grade 8. High School or Secondary School shall be used interchangeably and understood to henceforth refer to grade 9 through grade 12.

S. "Compensated Time Off" (CTO) means all personal sick leave and all personal business leave.

ARTICLE III
STATUTORY POWERS OF THE BOARD

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

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

ARTICLE IV
RECOGNITION

The Board of Education recognizes the Federation as the exclusive representative of all contracted certified instructional and licensed personnel 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:

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

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

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

D. The Board will provide flu shots at Board expense on other than school time at a time and place determined by the Board.

E. 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.

F. 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 non-classroom position but shall be deemed to have continuing tenure as an active classroom teacher.

ARTICLE VII
RIGHTS AND RESPONSIBILITIES OF BARGAINING AGENT

A. EMPLOYEES, UNDER CURRENT MICHIGAN LAW, HAVE THE RIGHT TO JOIN THE UNION AND BELONG, OR NOT. IF MEMBERS, THE EMPLOYEE HAS THE CHOICE TO PAY FULL DUES OR A LESSER SERVICE FEE. IF THE STATE LAW SHALL BE AMENDED OR REPLEASED, THE PARTIES AGREE TO MEET AND DISCUSS ALTERNATIVE LANGUAGE.

B. IN 2012, THE MICHIGAN LEGISLATURE MADE THE COLLECTION OF UNION DUES BY THE SCHOOL DISTRICT ILLEGAL. SHOULD THIS LAW BE AMENDED OR REPEALED, THE PARTIES AGREE TO MEET AND DISCUSS ALTERNATIVE LANGUAGE.

C. 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.

D. No union dues will be deducted.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. The first and second Tuesday of each month will be reserved for after school meetings of the Federation.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. A visiting Federation representative will notify the principal of his presence in the building.

Q. 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.

R. 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).

S. 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.

T. Conformity to Law Clause – Should any provision of this Agreement be or become contrary to law such provision shall not be performed or enforced except to the extent allowable by law, and the Parties shall seek to negotiate a substitute provision to comply with the law while preserving the original intent of the provision. All other provisions of the Agreement shall continue in full force and effect.

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 Health Alliance Plan (HAP) medical insurance and prescription coverage with $10.00 co-pay. (See 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 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; all teachers will pay twenty percent (20%) of the total cost of their hospitalization, medical, and prescription insurance.

e. In an effort to contain costs, both parties agree that the district's health care coverage will be reviewed annually. The Director of Finance will obtain such alternatives to the existing plan as may be necessary to provide affordable insurance, while at the same time providing comparable coverage. The Director of Finance will share said alternatives with the Union President and work to obtain mutually-agreeable coverage.

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 (61st) 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 twelve (12) 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 rotary pencil sharpener, computer, and dictionary will be provided in each classroom in both the elementary and secondary schools.

2. A teacher will not be required to transport students.

3. A teacher will have a duty-free lunch period. A teacher may leave the building to which he is assigned during his lunch period except that on inclement weather days, in the elementary schools, a teacher will be available for assigned duties after the lunch period. Inclement weather days will be defined as days when the temperature, rain, snow, mud or icy conditions on the playground present a hazard to the health or safety of the students.

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

4. The regular duty day of teachers, including lunch period, shall consist of seven and one-quarter (7¼) hours; 7 Hours and 20 minutes for K-8. 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 arrive 30 minutes before the start of the school day.

   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.

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 two (2) hours in length.

4. Teacher attendance will be mandatory.

b. The date of 'Open House' shall be at the discretion of the building principal but will not be held on the first or second Tuesday of the month because of Union meetings.

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 emailed on or about August 1st.

Vacancies occurring after August 1st will be posted on web site and via e-mail at www.melnap.k12.mi.us.

b. A request to fill a vacancy or transfer will be obtainable from the superintendent's office or the web site. In order for a request to be considered, a teacher will state the school-requested position and/or assignment. The completed form will be sent to the superintendent's office. Posting will be made available within fifteen (15) days from the date a vacancy is filled as to whether the request was granted or denied.

c. No teacher will be transferred against his will without valid and demonstrable reason.

d. If there is more than one applicant equally qualified to fill a vacancy, the applicant with the greatest seniority will be granted the transfer.

e A teacher will be informed of his tentative teaching assignment for the following school year prior to summer recess.

f. No teacher shall hold two or more extra contractual positions that require his supervision or presence at the same time.

g. When an appropriate room is vacated by a leaving teacher or a transfer, teachers in the building will be allowed to request the room. The teacher with the most seniority will be given the room unless circumstances make the move unfeasible.

h. The interim openings are to be filled at the discretion of the Board.

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

i. Where transfers are required because all or part of the student body is moving to a new or different school, the staff of the school being closed or reduced shall have the first choice of any vacant positions created by the movement of the students (choice to be based on seniority, the most senior person to choose first).

11. When a teacher leaves the building during the school day, he must first notify the principal or designee, except at regularly scheduled lunchtime.

12. On any day during which a teacher is engaged in activity or business under the direction and approval of the Board, he will not be regarded as absent, even though such activity might require the teacher to be present in a place other than that of his regular assignment. The following items are listed as examples (inclusive but not exclusive).

a. Attendance at institutes or conferences.

b. Serving on educational committees or commissions such as those established by the Legislature or State Department of Public Instruction.

c. Visiting days to other schools or school sponsored trips.

d. Absence occasioned by programs of the Michigan Federation of Teachers and the Melvindale Federation of Teachers for educational activities.

education, the affected classroom teacher will receive one (1) hour of secretarial help on a cumulative basis each week per student in excess of the limits.

b. A Federation representative may meet with the principal to review class size and the schedule. The principal shall make himself/herself 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.

d. 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 grades 1 through 3 and 26-32 for grades 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.)

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 to hold Parent/Teacher Conferences 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 in both the fall and spring and offer one (1) evening teacher/parent conference session with one (1) full day of no instruction as compensation for the evening session 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 <u>elementary and middle school</u> 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 Regular day of student instruction.
Evening available for teacher/parent conferences from 5:30 – 8:00 P.M.

3rd day Morning with regular student instruction.
One (1) hour lunch period.
Afternoon available for teacher/parent conferences until regular dismissal time.

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

The two (2) 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.

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.

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 the top step on the Salary Schedule on the effective date of this contract will advance a full step in each year of this contract. Teachers already at the top of the Salary Schedule will receive a stipend in each year of the contract as follows:
In 2014-15-$1500 with $750 in the 2nd pay in September and $750 in the 1st pay in February.
In 2015-16-$1200 with $600 in the 2nd pay in September and $600 in the 1st pay in February.
In 2016-17-$1200 with $600 in the 2nd pay in September and $600 in the 1st pay in February.

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 2nd Masters/Ed Specialist 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 2nd Masters/Ed Specialist 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/Ed Specialist after 09/01/2011 will receive $2,000.00 as a 2nd Masters/EDS 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. Building School Improvement Teams/NCA will be eligible for "club" stipends as follows:
   a. Five (5) teachers per building at Melvindale High, Strong Middle, and Allendale Elementary schools.
   b. Three (3) teacher at Rogers Early Elementary School.
   c. One (1) Chairperson at each building will receive an $800 stipend per year.
   d. Four (4) remaining teachers will each receive a $500 stipend per year.
   e. Three (3) days of School Business will be granted to building team members per year.

4. A teacher who is entitled to remuneration under items in Appendix E will be paid twice a year; the first pay of the second semester and the last pay of the second semester based on a 21 pay (payroll schedule). Only the last pay of the second semester will include the club stipends. A teacher who is entitled to remuneration under items E-8 a-d will also be paid during these two pays (payroll schedule).

5. 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.

6. 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.

7. 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.

8. 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.

9. Rates of pay and classification of new positions or functions related to instruction must be negotiated before positions can be filled.

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 July 1, 2014 and will continue in force and effect through June 30, 2017. 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 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: June 23, 2014

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

By: Michelle L. Kirk
Michelle Kirk
President

By: Timothy W. Purcell
Timothy Purcell
Treasurer

By: Ginger Roehr
Ginger Roehr, AFT

BOARD OF EDUCATION
MELVINDALE-NORTHERN
ALLEN PARK PUBLIC SCHOOLS

By: Harriet Bowerman
Harriet Bowerman
President

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

APPENDIX A

LONG TERM
DISABILITY INSURANCE AND
LIFE INSURANCE POLICY SUMMARIES

GROUP LONG TERM DISABILITY INSURANCE PROPOSAL

MELVINDALE NORTHERN ALLEN PARK SCHOOLS
MELVINDALE, MICHIGAN

01 - TEACHERS

QUOTED BENEFITS	Maximum Annual Covered Salary	$108,000
	Maximum Monthly Benefit	$6,000
	Benefit Percent	66-2/3% of Basic earnings
	Disability Plus Benefit	Applies
	Subrogation	Applies
	Elimination Period	See Summary Page
	Maximum Benefit Period	To SSNRA Reducing Duration
	Definition of Disability	2 years Regular Occupation Period
	Monthly Benefit	Direct Offset
	Coordination With Other Income Benefits	Full Family/General Freeze
	Mental Illness Limitation	24 Months Lifetime Maximum or Institutionalized with Recovery
	Substance Abuse Limitation	24 Months
	Recurrent Disability	Standard
	Rehabilitation	Applies
	Reasonable Accommodation Expense Benefit	Applies
	Child-Family Care Expense Benefit	Applies
	Employer Contribution	100% Employer Paid
	Sick Leave	Total Disability or Sick Leave/Min Benefit
	Maternity Coverage	Full Maternity
	Cumulative Elimination Period	30 Day Cumulative
	Minimum Monthly Benefit	$50
	Pre-Existing Condition Exclusion	None
	Survivor Benefit	3 x Last Monthly Benefit/3 Mo. Qualifying Period
	Partial/Residual Disability	Zero Day Residual
	Minimum Participation	100%
	Continuity of Coverage	Applies
	Dismemberment/Loss of Sight	Specific Loss Benefit
	Termination of Employee's Insurance	FMLA Applies; Military LOA Applies

TAX REPORTING	This proposal includes a free service for LTD benefits that pays the employer's portion of FICA withholding and releases you from 941 and W-2 reporting requirements.	
COST	Contract rate guarantee for 36 months from the effective date of the program.	See Summary Page
PROPOSAL ASSUMPTIONS	A. Number of Lives	See Summary Page
	B. Approximate annual insurable payroll	See Summary Page
	C. Approximate annual premium	See Summary Page
PROPOSAL DATE	March 15, 2012. This proposal is valid for 90 days, after which time the insurer reserves the right to revise benefits or rates.	
PRESENTED BY	National Insurance Services	
UNDERWRITTEN BY	Madison National Life Insurance Company	

General Provisions

HOW CLAIMS ARE PAID

When an insured employee becomes totally disabled as the result of an injury or an illness, and is under a physician's care, he or she is eligible for the benefits outlined on the schedule page of this proposal (subject to the Trust Master Policy provisions). The insured employee does not need to be confined to a hospital or even to his or her home in order to collect benefits.

All necessary claim forms and mailing envelopes are available at the Employer's Business Office. The claimant completes one portion. The Doctor verifies the disability on another portion, and a third portion is then completed by the Employer. The claim form is then submitted to the insurance carrier for processing.

All claimants except as specified below will be paid by dividing the claimant's annual pay by 12 to determine the basis for monthly reimbursement. Each day will be paid at a rate of 1/30 of the monthly benefit.

School groups may choose to have benefits paid on a *Daily Compensation Basis*. If elected, teachers and other "contract day" employees will have their annual pay divided by the number of contract working days to determine a daily benefit. This daily benefit is the basis for payment for each contract working day in the School District's calendar.

For "non-contract day" employees, the claimant's annual pay will be divided by the number of months which is closest to his or her actual work year.

ELIGIBLE GROUPS AND CONTRIBUTIONS

Any governmental Employer is eligible if they have an agreement with the employees to contribute toward the cost of the insurance. The employer's contribution does not need to be 100%, but must be sufficient to assure that at least 75% of the eligible employees participate in the plan unless otherwise specified. Any portion of the cost required of the employees must be payroll deducted and the total cost remitted to Schools Insurance Fund with one check.

MONTHLY REPORTING

Premiums are normally remitted on a monthly basis on forms supplied by the administrator of the trust. The monthly cost is computed by multiplying the total covered payroll for the month by the cost factor indicated on the Schedule Page.

WAIVER OF PREMIUM

When a covered employee is Totally Disabled and begins drawing benefits, Schools Insurance Fund will waive all further premium payments for that individual during the period of Total Disability.

COVERAGE OUTSIDE THE UNITED STATES

This plan covers you 24 hours a day, on and off the job, anywhere in the world.

SUMMER COVERAGE FOR TEACHERS

If a teacher has not terminated his or her employment prior to the expiration of the required number of working days in his or her contract, he or she will be considered employed through the summer until the first working day of the next contract year.

CANCELLATION OF PROGRAM

The Employer may cancel this plan on the first of any month by providing written notice signed by an authorized representative within 31 days of the termination date.

COORDINATION WITH OTHER BENEFITS

Any payment under this plan will be reduced by income received or receivable:

- under any group insurance coverage or similar arrangement of coverage for individuals in a group;
- under or on account of any state or federal government disability or retirement act;
- under any pension plan to which the Employer contributes or makes payroll deductions;
- under or on account of any Worker's Compensation or similar act or law,
- from auto insurance based on the principal of "no-fault" coverage.

These other income benefits, except retirement benefits, must be payable as a result of the same total disability for which this policy pays a benefit.

Any benefit payment under this plan will also be reduced by:

- any Federal Old Age Benefits provided under the Federal Social Security Act; and
- any income received by the employee while so disabled as a result of engaging in any occupation for wage or profit.
- any form of salary continuance which the insured may be entitled to receive.

PRESUMPTION OF CERTAIN COVERAGES

It is presumed that employees are covered under the Federal Social Security Act and a State Teacher's Retirement Fund or a State Retirement Fund.

It is also presumed that employees agree to apply for those benefits and/or any income benefit to which they may be entitled and are getting periodic cash payments under such programs.

If the claimant has been disabled for 12 months and has not applied for disability benefits through any State plan to which the District makes contributions, the Insurance Company has the prerogative of reducing future benefits by an amount it estimates might be payable under such State plan. If the claimant applies for such State benefits and is denied, he or she may submit evidence of ineligibility or denial and the Insurance Company will reimburse those estimated reductions.

MELVINDALE NORTHERN ALLEN PARK SCHOOLS

SCHEDULE OF BENEFITS

BASIC LIFE

	Classification	*Basic Life Insurance Amount*	*AD&D Amount (Principal Sum)*
01)	Teachers	$50,000	Match Life
02)	Superintendent, Administrators & Executive Secretaries	2 x salary, rounded to next $1,000, up to $350,000	Match Life
03)	Non-Certified Employees working 7 hours per day or more, 5 days per week	$30,000	Match Life
04)	Non-Certified Employees working over 4 but less than 7 hours per day or more, 5 days per week	$25,000	Match Life
05)	Non-Certified Employees working over 2 but less than 4 hours per day or more, 5 days per week	$10,000	Match Life

Reductions and Terminations
Employee benefits reduce to 50% at age 70. Benefits will terminate upon the Insured Employee's retirement. All reductions percentages indicated apply to amount in effect at age 69.

Non-Evidence Amount
Amounts of insurance in excess of the maximum benefits by class indicated above will not become effective until the date Madison National Life approves Evidence of Insurability.

SUPPLEMENTAL LIFE

	Classification	*Supplemental Life Insurance Amount*	*AD&D Amount (Principal Sum)*
01)	Closed Class of Grandfathered Teachers purchasing Supplemental Life	Amounts as currently grandfathered	None

Reductions and Terminations
Employee benefits reduce to 50% at age 70. Benefits will terminate upon the Insured Employee's retirement. All reductions percentages indicated apply to amount in effect at age 69.

Supplemental Life Guidelines
Current coverage will be grandfathered and cannot be increased.

Applies to both Basic Life and Supplemental Life

Eligibility

It is required that an Insured Employee work a minimum number of hours as follows:

- Class 01: 600 hours per year
- Class 02: 11.5 hours per week
- Class 03: 35 hours per week
- Class 04: 20 hours per week
- Class 05: 10 hours per week

Waiver of Premium Parameters

Disabled prior to age 60; 6 month waiting period; benefits terminate upon attainment of age 70.

Continuation of Coverage for Employees not Actively at Work

- If you are on a temporary layoff, strike, lockout, or other general work stoppage, and if premium is paid, an employee may be covered for up to 3 months following the date the temporary layoff began.
- If you are on a leave of absence and if premium is paid, an employee may be covered for up to twelve months following the date the leave of absence began.
- If you are on a Family Medical Leave and if premium is paid, an employee may be covered for up to three months following the date the temporary leave of absence began.
- If you are on a maternity, sickness, or injury leave and if premium is paid, an employee may be covered for up to twelve months following the date the leave of absence began.
- If you are on a military leave and if premium is paid, an employee may be covered for up to eight weeks following the date the leave of absence began.

Premium Payment

- Basic Life: Premiums are 100% paid by the Employer
- Supplemental Life: Premiums are 0% paid by the Employer

GENERAL INFORMATION
ALL COVERAGES

Entire Contract
The Policy, with the application of the Policy, the individual application, if any, and the endorsements, if any, is the entire contract between the Policyholder and Madison National Life.

Eligible Employees
All full-time permanent employees are eligible for the Group Insurance. A full-time employee is defined as an employee who works the required number of hours as specified on the Schedule of Benefits page.

Eligible Dependent
When Dependent Life coverage is provided, an eligible dependent shall be the Insured Employee's spouse (a Non-Employee of the Employer) and unmarried dependent children from age 14 days to 19 years of age. If the eligible dependent is a full-time student, coverage is provided until age 23, or until the age specified on the Schedule of Benefits page.

Effective Date of Coverage
Employee: The plan provides immediate coverage for an Insured Employee actively at work on the effective date. If an Employee is not actively at work on the day his insurance would otherwise become effective, his insurance will become effective when he returns to work on a full-time basis. If an Employee is contributing to the cost of the insurance, then 75% but not less than 10 of the eligible employees must be enrolled before the effective date.

Dependent: Where Dependent Life coverage is provided, the insurance for an Employee's Dependents is effective on the same date the Employee's insurance becomes effective.

Termination of Insurance
An Employee's insurance terminates for himself and his Dependents when his or her employment terminates or when premium payments are discontinued. If an Employee is absent from work because of disability, the Employee's and his or her Dependents' insurance may be continued in line with the Policyholder's practice for all such Employees. When an Employee retires, the Employee's and his or her Dependent's insurance terminates. However, an Employee's Group Life Insurance may be continued upon retirement, subject to the Policyholder's practice for all retired employees.

Facility of Payment
If the benefits provided by the Group Policy are payable to the Insured Person's estate or to a beneficiary who is a minor or otherwise not legally competent to give a valid release, We may pay up to $500 to any person related to the Insured Person by blood or marriage. Any payment made in good faith will fully release Us to the limit of the payment. If a beneficiary is a minor, or is not able to give a valid release for any payment of benefits made, We will pay the life proceeds to the legally appointed guardian. The guardian must provide Us with adequate written proof of such appointment. This provision does not prevent Us from making payment to or for the benefit of a minor beneficiary in accordance with the applicable state law. Payment made before We have received written notice at Our home office of a valid claim by some other person releases Us from further obligation.

GROUP LIFE INSURANCE

Coverage

If an Insured dies while insured under the Policy, the Company will pay the applicable life insurance benefit shown in the Schedule of Benefits, upon receipt of due proof of death.

Beneficiary

The Insured's beneficiary shall be that person or persons indicated on the Insured's individual application for insurance. The Insured shall be the beneficiary of his or her insured Dependents. If the Insured has named more than one beneficiary, benefits shall be paid to the beneficiaries who survive the Insured, in equal shares, unless the Insured has specified a different proportion. If the beneficiary predeceases the Insured, or if the Insured does not designate a beneficiary, then the applicable benefit amount will be paid to the Insured's estate.

Waiver of Premium Benefit

Should an Employee become Totally Disabled prior to age 60, the Company will waive the premium for the Insured and the Insured's Dependents. The Waiver of Premium parameters are outlined in the Schedule of Benefits. Premiums will be waived during the continuance of the disability, provided proof of such disability is submitted at regular intervals. Should death occur during such disability, the face amount of the Employee's insurance will be paid to his designated beneficiary.

Conversion Privileges

The insurance under the plan will terminate 31 days after an Employee leaves the service of the Company. During those 31 days, they may, regardless of state of health, convert the Life Insurance to any plan of individual Life Insurance offered by Madison National Life other than term insurance. Disability, Supplemental benefits and delayed premium plans may not be included. Written application must be made within the 31 day period following termination. The premium will be based on the Employee's age on the nearest birthday, the class of risk to which they belong and the premium rate in effect on the date of conversion.

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Coverage

If an Employee suffers a loss specified below as a result of bodily injury affected solely through accidental means, Madison National Life will pay the amount shown for such loss, provided the loss occurs within 365 days of the accident, or as noted on the Schedule of Benefits page.

The principal sum is shown in the Schedule of Benefits.

Loss of Life	100%
Loss of Both Hands or Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing	100%
Loss of One Hand or One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech or Hearing in both Ears	50%

The total amount payable under this provision shall in no event exceed the Principal Sum for all losses sustained for any one Insured Employee in one accident.

Limitations

The insurance does not cover any loss caused by or resulting from: 1) declared or undeclared war or any act of war; 2) service in the armed forces of any country; 3) suicide or intentionally self-inflicted injury; 4) flying in a company owned, operated, leased or chartered aircraft; 5) commission or attempt to commit a felony; or being engaged in an illegal occupation; 6) sickness or disease, ptomaine or bacterial infection (except infections occurring through an accidental cut or wound).

The Accidental Death and Dismemberment Benefit shall not be available to Insured Dependents.

Additional AD&D Benefits

- Seat Belt Benefit
- Air Bag Benefit
- Child Education Benefit
- Spouse Education Benefit

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 2014- 2016/17 school years, is the agreement between the District and said Federation of the date of June 23, 2014. 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 2014-2017 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 2014 – 2016/17 school years, is the agreement between the District and said Federation of the date of June 23, 2014. 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 2014-2017 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 legallyqualify 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

14-15 Month	Scheduled Pay Date	Actual Pay Date	21 Pay Periods	26 Pay Periods	Life Insurance	Medical Insurance
September	9/5/2014	9/5/2014	1	1	1	1
September	9/19/2014	9/19/2014	2	2		2
October	10/3/2014	10/3/2014	3	3	2	3
October	10/17/2014	10/17/2014	4	4		4
October	10/31/2014	10/31/2014	5	5		5
November	11/14/2014	11/14/2014	6	6	3	6
November	11/28/2014	11/28/2014	7	7		7
December	12/12/2014	12/12/2014	8	8	4	8
December	12/26/2014	12/26/2014	9	9		9
January	1/9/2015	1/9/2015	10	10	5	10
January	1/23/2015	1/23/2015	11	11		11
February	2/6/2015	2/9/2015	12	12	6	12
February	2/20/2015	2/20/2015	13	13		13
March	3/6/2015	3/6/2015	14	14	7	14
March	3/20/2015	3/20/2015	15	15		15
April	4/3/2015	**4/2/2015**	16	16	8	16
April	4/17/2015	4/17/2015	17	17		17
May	5/1/2015	5/1/2015	18	18	9	18
May	5/15/2015	5/15/2015	19	19		19
May	5/29/2015	5/29/2015	20	20		20
June	6/12/2015	6/12/2015	21	21	10	21
June	6/26/2015	6/26/2015		22		
July	7/10/2015	7/10/2015		23	11	
July	7/24/2015	7/24/2015		24		
August	8/7/2015	8/7/2015		25	12	
August	8/21/2015	8/21/2015		26		

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.

15-16 Month	Scheduled Pay Date	Actual Pay Date	21 Pay Periods	26 Pay Periods	Life Insurance	Medical Insurance
September	9/4/2015	9/4/2015	1	1	1	1
September	9/18/2015	9/18/2015	2	2		2
October	10/2/2015	10/2/2015	3	3	2	3
October	10/16/2015	10/16/2015	4	4		4
October	10/30/2015	10/30/2015	5	5		5
November	11/13/2015	11/13/2015	6	6	3	6
November	11/27/2015	11/27/2015	7	7		7
December	12/11/2015	12/11/2015	8	8	4	8
December	12/25/2015	**12/23/2015**	9	9		9
January	1/8/2016	1/8/2016	10	10	5	10
January	1/22/2016	1/22/2016	11	11		11
February	2/5/2016	2/5/2016	12	12	6	12
February	2/19/2016	2/19/2016	13	13		13
March	3/4/2016	3/4/2015	14	14	7	14
March	3/18/2016	3/18/2015	15	15		15
April	4/1/2016	4/1/2016	16	16	8	16
April	4/15/2016	4/15/2016	17	17		17
April	4/29/2016	4/29/2016	18	18		18
May	5/13/2016	5/13/2016	19	19	9	19
May	5/27/2016	5/27/2016	20	20		20
June	6/10/2016	6/10/2016	21	21	10	21
June	6/24/2016	6/24/2016		22		
July	7/8/2016	7/8/2016		23	11	
July	7/22/2016	7/22/2016		24		
August	8/5/2016	8/5/2016		25	12	
August	8/19/2016	8/19/2016		26		

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 A
2016 - 2017 PAYROLL SCHEDULE

16-17 Month	Scheduled Pay Date	Actual Pay Date	21 Pay Periods	26 Pay Periods	Life Insurance	Medical Insurance
September	9/2/2016	9/2/2016	1	1	1	1
September	9/16/2016	9/16/2016	2	2		2
September	9/30/2016	9/30/2016	3	3		3
October	10/14/2016	10/14/2016	4	4	2	4
October	10/28/2016	10/28/2016	5	5		5
November	11/11/2016	11/11/2016	6	6	3	6
November	11/25/2016	11/25/2016	7	7		7
December	12/9/2016	12/9/2016	8	8	4	8
December	12/23/2016	12/23/2016	9	9		9
January	1/6/2017	1/6/2017	10	10	5	10
January	1/20/2017	1/20/2017	11	11		11
February	2/3/2017	2/3/2017	12	12	6	12
February	2/17/2017	2/17/2017	13	13		13
March	3/3/2017	3/3/2017	14	14	7	14
March	3/17/2017	3/17/2017	15	15		15
March	3/31/2017	3/31/2017	16	16		16
April	4/14/2017	**4/13/2017**	17	17	8	17
April	4/28/2017	4/28/2017	18	18		18
May	5/12/2017	5/12/2017	19	19	9	19
May	5/26/2017	5/26/2017	20	20		20
June	6/9/2017	6/9/2017	21	21	10	21
June	6/23/2017	6/23/2017		22		
July	7/7/2017	7/7/2017		23	11	
July	7/21/2017	7/21/2017		24		
August	8/4/2017	8/4/2017		25	12	
August	8/18/2017	8/18/2017		26		

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

2014 - 2017 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.

2014 - 2017 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	50,269
4	47,901	54,189
5	51,043	58,108
6	54,188	62,029
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

HIGH SCHOOL CLUBS	Min Hours	Amount
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)	30	
1 NCA Chair		$800.00
4 NCA Committee Members		$500.00
Up to 5 Clubs		$800.00

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

JUNIOR HIGH SCHOOL CLUBS	Min Hours	
Up to 5 Clubs		$600.00
School Improvement (NCA)	30	
1 NCA Committee Chair		$800.00
4 NCA Committee Members		$500.00

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

ELEMENTARY CLUBS	Min Hours	
Up to 2 Clubs		$500.00
School Improvement (NCA)	30	
1 NCA Committee Chair		$800.00
4 NCA Members at Allendale		$500.00
3 NCA Members at Rogers		$500.00

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

ART EXHIBITS	Rate
District Art	$13.70
(Per event not to exceed four hours.)	

EXTRA CONTRACTUAL	Rate	
Summer School Teachers	$19.14	(See contract - certified only)
Federal Program Instructor	$19.14	(See contract - certified only)
Seventh Hour Study Hall Teacher	$19.14	(See contract - certified only)
After School Detention	$19.14	(See contract - certified only)

INSTRUMENTAL MUSIC - HIGH SCHOOL

(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.)

VOCAL MUSIC

	Rate	Max
High School	$13.70	$526.39
Junior High School	$13.70	$315.83

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

APPENDIX F

LETTERS OF AGREEMENT

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.

Michelle R. Kirk, President
For the Union Title

Harriet Bauerman
For the Board Title

6-23-14
Date

6/23/2014
Date

LETTER OF AGREEMENT
BETWEEN THE MELVINDALE NORTHERN ALLEN PARK BOARD OF EDUCATION
AND
FEDERATION OF TEACHERS LOCAL 1051

On behalf of the Melvindale Northern Allen Park Federation of Teachers and Board of Education, this agreement signifies a one-time, non-precedent setting agreement between the parties as follows:

1. The following language shall be added to the collective bargaining agreement:

   This entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Accountability Act, 2011 PA 4.

2. The Union's agreeing to this does NOT signify its acceptance of PA 4's constitutionality and will not impede the Union from initiating or being a party to actions against PA 4.

Michelle L. Kirk
Michelle Kirk, AFT President

6-23-14
Date

Cora M. Kelly
Cora M. Kelly, CEO/Superintendent

6/23/2014
Date

Timothy Purcell, AFT Treasurer

Date

Harriet Bowerman, President, MELNAP BOE

Date

LETTER OF AGREEMENT
BETWEEN THE MELVINDALE NORTHERN ALLEN PARK BOARD OF EDUCATION
AND
FEDERATION OF TEACHERS LOCAL 1051

On behalf of the Melvindale Northern Allen Park Federation of Teachers and Board of Education, we acknowledge and agree to abide by current state laws superseding outdated language for the current 2014-2017 Contract.

a. Amendments to the Teachers' Tenure Act accomplished by Public Acts 100 & 101.

b. Amendments to the Revised School Code accomplished by Public Act 102.

c. Amendments to the Public Employment Relations Act accomplished by Public Act 103.

Michelle L. Kirk, President
Michelle Kirk, AFT President

6-23-14
Date

Cora M. Kelly
Cora M. Kelly, CEO/Superintendent

6/23/14
Date

Harriet Bowerman
Harriet Bowerman, President, MELNAP BOE

6/23/2014
Date

Timothy Purcell, AFT Treasurer

Date

APPENDIX G

TEACHER'S CALENDAR

MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS**
2014-2015 DISRICT SCHOOL YEAR CALENDAR

2014	
August 26	Professional Development Day – Full Day – No Students (K-12)
August 27	Professional Development Day – Full Day – No Students (K-12)
August 28	Teacher Workday – No Students (K-12)
August 29	No Teachers Report (K-12)
September 1	School Closed – Labor Day Recess
September 2	**First Day of Classes for Students (2 hour early release for K-8-Open Houses)**
September 11	MHS Open House – 2 hour early release for 9-12
October 10	End of 1st Card Marking- P.M. Record Day at high school only - Half Day for 9-12 Students
October 15	Afternoon Teacher/Parent Conferences at High School – Half Day for 9-12
October 16	Teacher/Parent Conferences at High School (Afternoon & Evening) - Half Day for 9-12
October 31	End of 1st card marking-P.M. Record Day for K-8 only – Half day for K-8 students
November 4	Professional Development Day -- Full Day -- No Students (K-12)
November 12	Teacher/Parent Conferences for K-8 from 5:30–8:00 p.m.
November 13	Teacher/Parent Conferences for K-8 from 5:30-8:00 p.m.
November 14	Half day for K-8 students-Teacher/Parent Conferences in PM
November 21	End of 2nd Card Marking at MHS-Record Day at high school only-Half-Day for 9-12 Students
November 26	K-12 - No Teachers - No Students
November 27	District Closed for Thanksgiving Recess
December 1	Classes Resume
December 19	Schools Closed at End of Day for Holiday Recess
2015	
January 5	Classes Resume
January 16	End of 3rd Card Marking at MHS/ End of 1st Semester – Half day for 9-12 students
	End of 2nd card marking-P.M. Record Day for K-8 only – Half day for K-8 students
January 19	Professional Development Day for MHS only – No 9-12 Students
January 20	Semester Finals – Half Day for High School Students
January 21	Semester Finals – Half Day for High School Students
January 22	Semester Finals – Half Day for High School Students
January 23	Record Day at MHS – No Classes for 9-12 Students
February 16 & 17	District Closed – Winter Recess
February 18	Classes Resume
March 6	End of 4th Card Marking-P.M. Record Day at High School – Half day for 9-12 Students
March 11	Teacher/Parent Conferences at High School – 12:30-2:30 – Half day for 9-12 Students
March 12	Teacher/Parent Conferences at High School - 12:30-2:30 & 5:30-8:00-Half day for 9-12
March 20	End of 3rd card marking-P.M. Record Day for K-8 only – Half day for K-8 students
March 31	Teacher/Parent Conferences for K-8 from 5:30 – 8:00 p.m.
April 1	Teacher/Parent Conferences for K-8 from 5:30 – 8:00 p.m.
April 2	Half day for K-8 students – Teacher/Parent Conferences in PM
April 2	District closes at the end of day for Spring Recess
April 13	Classes Resume
April 24	End of 5th Card Marking at MHS-P.M. Record Day/Half day for 9-12 students
May 21	Half day for K-8 students – Placement day in PM
May 22	K-12 - No Teachers - No Students report
May 25	Memorial Day - No Classes
May 26 & 27	Exams for Seniors at MHS
May 29	Half day for K-8 students – Record Day in PM
June 9	Semester Finals – Half Day for Students Grades 9-11
June 10	Semester Finals – Half Day for Students Grades 9-11
June 10	Last day for K-8 students
June 10	MHS Graduation Ceremony
June 11	Semester Finals – Half Day for Students Grades 9-11 – Last day for 9-11 students
June 11	Teacher Workday K-8
June 12	Teacher Workday K-12 – Last day for teachers

MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS**
2015-2016 DISRICT SCHOOL YEAR CALENDAR

2015	
September 1	Professional Development Day – Full Day – No Students (K-12)
September 2	Professional Development Day – Full Day – No Students (K-12)
September 3	Teacher Workday – No Students (K-12)
September 4	No Teachers Report (K-12)
September 7	School Closed – Labor Day Recess
September 8	**First Day of Classes for Students (Early release for K-8-Open Houses)**
September 17	MHS Open House – 2 hour early release for 9-12
October 16	End of 1st Card Marking- P.M. Record Day at high school only - Half Day for 9-12 Students
October 21	Afternoon Teacher/Parent Conferences at High School – Half Day for 9-12
October 22	Teacher/Parent Conferences at High School (Afternoon & Evening) - Half Day for 9-12
November 3	Professional Development Day – Full Day – No Students (K-12)
November 6	End of 1st card marking-P.M. Record Day for K-8 only – Half day for K-8 students
November 18	Teacher/Parent Conferences for K-8 from 5:30–8:00 p.m.
November 19	Teacher/Parent Conferences for K-8 from 5:30-8:00 p.m.
November 20	Half day for K-8 students-Teacher/Parent Conferences in afternoon
November 24	End of 2nd Card Marking at MHS-Record Day at high school only-Half-Day for 9-12 Students
November 25	K-12 - No Teachers - No Students
November 26	District Closed for Thanksgiving Recess
November 30	Classes Resume
December 18	Schools Closed at End of Day for Holiday Recess
2016	
January 4	Classes Resume
January 18	Professional Development Day for MHS only – No 9-12 Students
January 22	End of 2nd card marking-P.M. Record Day for K-8 only – Half day for K-8 students
January 26	Semester Finals – Half Day for High School Students
January 27	Semester Finals – Half Day for High School Students
January 28	Semester Finals – Half Day for High School Students
January 29	Record Day at MHS – No Classes for 9-12 Students
February 15 & 16	District Closed – Winter Recess
February 17	Classes Resume
March 11	End of 4th Card Marking-P.M. Record Day at High School – Half day for 9-12 Students
March 16	Teacher/Parent Conferences at High School – 12:30-2:30 – Half day for 9-12 Students
March 17	Teacher/Parent Conferences at High School - 12:30-2:30 & 5:30-8:00-Half day for 9-12
March 24	End of 3rd card marking-P.M. Record Day for K-8 only – Half day for K-8 students
March 24	District closes at the end of day for Spring Recess
April 4	Classes Resume
April 6	Teacher/Parent Conferences for K-8 from 5:30 – 8:00 p.m.
April 7	Teacher/Parent Conferences for K-8 from 5:30 – 8:00 p.m.
April 8	Half day for K-8 students – Teacher/Parent Conferences in afternoon
April 29	End of 5th Card Marking at MHS-P.M. Record Day/Half day for 9-12 students
May 26	Half day for K-8 students – Placement day in afternoon
May 27	K-12 - No Teachers - No Students report
May 30	Memorial Day - No Classes
May 31 & June 1	Exams for Seniors at MHS
June 3	End of 4th Card Marking for K-8 – Half day for K-8 students
June 8	MHS Graduation Ceremony
June 13	Semester Finals – Half Day for Students Grades 9-11
June 14	Semester Finals – Half Day for Students Grades 9-11
June 15	Semester Finals – Half Day for Students Grades 9-11 – Last day for 9-11 students
June 15	Last day for K-8 students
June 16	Professional Development Day for MHS only
June 16	Teacher Workday K-8
June 17	Teacher Workday K-12 – Last day for teachers

MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS**
2016-2017 DISRICT SCHOOL YEAR CALENDAR

2016	
August 30	Professional Development Day – Full Day – No Students (K-12)
August 31	Professional Development Day – Full Day – No Students (K-12)
September 1	Teacher Workday – No Students (K-12)
September 2	No Teachers Report (K-12)
September 5	School Closed – Labor Day Recess
September 6	**First Day of Classes for Students (Early release for K-8-Open Houses)**
September 15	MHS Open House – 2 hour early release for 9-12
October 14	End of 1st Card Marking- P.M. Record Day at high school only - Half Day for 9-12 Students
October 19	Afternoon Teacher/Parent Conferences at High School – Half Day for 9-12
October 20	Teacher/Parent Conferences at High School (Afternoon & Evening) - Half Day for 9-12
November 4	End of 1st card marking-P.M. Record Day for K-8 only – Half day for K-8 students
November 8	Professional Development Day – Full Day – No Students (K-12)
November 16	Teacher/Parent Conferences for K-8 from 5:30–8:00 p.m.
November 17	Teacher/Parent Conferences for K-8 from 5:30-8:00 p.m.
November 18	Half day for K-8 students-Teacher/Parent Conferences in PM
November 22	End of 2nd Card Marking at MHS-Record Day at high school only-Half-Day for 9-12 Students
November 23	K-12 - No Teachers - No Students
November 24	District Closed for Thanksgiving Recess
November 28	Classes Resume
December 23	Schools Closed at End of Day for Holiday Recess
2017	
January 9	Classes Resume
January 16	Professional Development Day for MHS only – No 9-12 Students
January 20	End of 2nd card marking-P.M. Record Day for K-8 only – Half day for K-8 students
January 24	Semester Finals – Half Day for High School Students
January 25	Semester Finals – Half Day for High School Students
January 26	Semester Finals – Half Day for High School Students
January 27	Record Day at MHS – No Classes for 9-12 Students
February 20 & 21	District Closed – Winter Recess
February 22	Classes Resume
March 10	End of 4th Card Marking-P.M. Record Day at High School – Half day for 9-12 Students
March 15	Teacher/Parent Conferences at High School – 12:30-2:30 – Half day for 9-12 Students
March 16	Teacher/Parent Conferences at High School - 12:30-2:30 & 5:30-8:00-Half day for 9-12
March 24	End of 3rd card marking-P.M. Record Day for K-8 only – Half day for K-8 students
April 11	Teacher/Parent Conferences for K-8 from 5:30 – 8:00 p.m.
April 12	Teacher/Parent Conferences for K-8 from 5:30 – 8:00 p.m.
April 13	Half day for K-8 students – Teacher/Parent Conferences in afternoon
April 13	District closes at the end of day for Spring Recess
April 24	Classes Resume
April 28	End of 5th Card Marking at MHS-P.M. Record Day/Half day for 9-12 students
May 25	Half day for K-8 students – Placement day in PM
May 26	K-12 - No Teachers - No Students report
May 29	Memorial Day - No Classes
May 30 & 31	Exams for Seniors at MHS
June 2	End of 4th Card Marking for K-8
June 7	MHS Graduation Ceremony
June 12	Semester Finals – Half Day for Students Grades 9-11
June 13	Semester Finals – Half Day for Students Grades 9-11
June 14	Semester Finals – Half Day for Students Grades 9-11 – Last day for 9-11 students
June 14	Last day for K-8 students
June 15	Professional Development Day for MHS teachers only/Teacher Workday K-8
June 16	Teacher Workday K-8

APPENDIX H

HEALTH INSURANCE BENEFIT SUMMARIES

Health Alliance Plan of Michigan
Health Maintenance Organization (HMO) Plan
Summary of Benefits for
MELVINDALE NORTHERN ALLEN PARK SCHOOLS

AA001426 / XR000049

Health Care Services	Coverage	Limitations
Benefit Period, Annual Deductible, and Annual Co-Insurance Maximum		
Benefit Period:	Calendar Year	
Annual Deductible	None	
Co-Insurance (amount member pays)	None	
Annual Co-Insurance Maximum	NA	
Annual Out-of-Pocket Maximum	$6,350 Individual ; $12,700 Family	These values do not accumulate: Premiums, balance-billed charges, health care this plan doesn't cover, and penalties. All other cost-sharing accumulates.
Preventive Services		
Preventive Office Visit / Physical Exam	Covered	
Well Baby Office Visit	Covered	
Routine Hearing Exam	Covered	Covered up to 24 months
Routine Eye Exam	Covered	
Immunizations	Covered	
Related Laboratory and Radiology Services	Covered	
Pap Smears and Mammograms	Covered	
Outpatient & Physician Services		
Personal Care Physician Office Visit	$10 Copay	
Specialty Physician Office Visit	$10 Copay	
Gynecology Office Visit	$10 Copay	
Audiology Office Visit	$10 Copay	
Eye Exam Office Visit	$10 Copay	
Allergy Treatment and Injections	Covered	
Laboratory and Radiology Services	Covered	
Dialysis	Covered	
Chemotherapy	Covered	
Radiation Therapy	Covered	
Outpatient Surgery	Covered	
Chiropractic Office Visit and Related Services	Not Covered	
Emergency/Urgent Care		
Emergency Room Services	$100 Copay	Copay will be waived if admitted
Urgent Care Facility Services	$30 Copay	
Emergency Ambulance Services	Covered	Emergency transport only
Inpatient Hospital Services		
Hospital Inpatient Stay in Semi-Private Room, Specialty Units as medically necessary, Physician Services, Surgery, Therapy, Laboratory, Radiology, Hospital Services and Supplies	Covered	
Bariatric Surgery & Related Services	$1,000 Copay	One procedure per lifetime
Maternity Services		
Initial Prenatal Office Visit	Covered	
Subsequent Prenatal Office Visits	Covered	
Postnatal Office Visits	$10 Copay	
Labor, Delivery and Newborn Care	Covered	
Mental Health		
Inpatient Services	Covered	
Outpatient Services	$10 Copay	
Chemical Dependency		
Inpatient Services	Covered	
Outpatient Services	$10 Copay	
Other Services		
Home Health Care	Covered	See PT/OT/ST Coverage
Hospice Care	Covered	Up to 210 days per lifetime
Skilled Nursing Care	Covered	Covered for authorized services - Up to 730 days, renewable after 60 days
Durable Medical Equipment, Prosthetic & Orthotics	Covered	Coverage provided for approved equipment based on HAP's guidelines
Hearing Aid Hardware	Covered	Covered for authorized equipment
Vision Hardware	Not Covered	
Physical, Occupational, and Speech Therapy (PT/OT/ST)	Covered	Up to 60 combined visits per benefit period - May be rendered at home
Voluntary Sterilizations	Covered	
Voluntary Termination of Pregnancy	Not Covered	
Infertility Services	Covered	Services for diagnosis, counseling, and treatment of anatomical disorders causing infertility in accordance with HAP's benefit, referral and practice policies
Assisted Reproductive Technologies	Covered	One attempt of artificial insemination per lifetime
Pharmacy		
Generic / Brand	$10 / $20 Copay	Retail: 30 day supply for non-maintenance drugs at 1 Copay; 90 day supply for eligible maintenance drugs at 2 Copays Mail Order: 90 day supply for both eligible maintenance and non-maintenance drugs at 2 Copays

Benefit Riders: 599,263,132,126,124,039,016,013,012,422,K20

Rev 08/2012

* Hospital admissions require that HAP be notified within 48 hours of admission. Failure to notify HAP within 48 hours could result in a reduction of benefits, or nonpayment.
* Students away at school are covered for acute illness and injury related services according to HAP criteria. Students away at school are not covered for routine physicals, non-emergency psychiatric care, elective surgeries, obstetrical care, sports medicine and vision care services while at school.
* In cases of conflict between this summary and your HMO Subscriber Contract, the terms and conditions of the HMO Subscriber Contract govern.
* Your employer may have determined that your benefit plan may or may not be grandfathered under health care reform legislation. If you have questions regarding grandfathering, please check with your employer.

Health Alliance Plan of Michigan
Health Maintenance Organization (HMO) Plan
Summary of Benefits for
MELVINDALE NORTHERN ALLEN PARK SCHOOLS

AA001697 / XR000054

Health Care Services	Coverage	Limitations*
Benefit Period, Annual Deductible, and Annual Co-insurance Maximum		
Benefit Period:	Calendar Year	
Annual Deductible	$250 Individual ; $500 Family	
Co-Insurance (amount member pays)	None	
Annual Co-Insurance Maximum	NA	
Annual Out-of-Pocket Maximum	$6,350 Individual ; $12,700 Family	These values do not accumulate: Premiums, balance-billed charges, health care this plan doesn't cover, and penalties. All other cost-sharing accumulates.
Preventive Services		
Preventive Office Visit / Physical Exam	Covered - Deductible does not apply	
Well Baby Office Visit	Covered - Deductible does not apply	Covered up to 24 months
Routine Hearing Exam	Covered - Deductible does not apply	
Routine Eye Exam	Covered - Deductible does not apply	
Immunizations	Covered - Deductible does not apply	
Related Laboratory and Radiology Services	Covered - Deductible does not apply	
Pap Smears and Mammograms	Covered - Deductible does not apply	
Outpatient & Physician Services		
Personal Care Physician Office Visit	$20 Copay after Deductible	
Specialty Physician Office Visit	$20 Copay after Deductible	
Gynecology Office Visit	$20 Copay after Deductible	
Audiology Office Visit	$20 Copay after Deductible	
Eye Exam Office Visit	$20 Copay after Deductible	
Allergy Treatment and Injections	Covered after Deductible	
Laboratory and Radiology Services	Covered after Deductible	
Dialysis	Covered after Deductible	
Chemotherapy	Covered after Deductible	
Radiation Therapy	Covered after Deductible	
Outpatient Surgery	Covered after Deductible	
Chiropractic Office Visit and Related Services	Not Covered	
Emergency/Urgent Care		
Emergency Room Services	$150 Copay after Deductible	Copay will be waived if admitted
Urgent Care Facility Services	$30 Copay after Deductible	
Emergency Ambulance Services	Covered after Deductible	Emergency transport only
Inpatient Hospital Services		
Hospital Inpatient Stay in Semi-Private Room, Specialty Units as medically necessary, Physician Services, Surgery, Therapy, Laboratory, Radiology, Hospital Services and Supplies	Covered after Deductible	
Bariatric Surgery & Related Services	$1,000 Copay after Deductible	One procedure per lifetime
Maternity Services		
Initial Prenatal Office Visit	Covered - Deductible does not apply	
Subsequent Prenatal Office Visits	Covered - Deductible does not apply	
Postnatal Office Visits	$20 Copay after Deductible	
Labor, Delivery and Newborn Care	Covered after Deductible	
Mental Health		
Inpatient Services	Covered after Deductible	
Outpatient Services	$20 Copay after Deductible	
Chemical Dependency		
Inpatient Services	Covered after Deductible	
Outpatient Services	$20 Copay after Deductible	
Other Services		
Home Health Care	Covered after Deductible	See PT/OT/ST Coverage
Hospice Care	Covered after Deductible	Up to 210 days per lifetime
Skilled Nursing Care	Covered after Deductible	Covered for authorized services - Up to 730 days, renewable after 60 days
Durable Medical Equipment; Prosthetic & Orthotics	Covered after Deductible	Coverage provided for approved equipment based on HAP's guidelines
Hearing Aid Hardware	Covered after Deductible	Covered for authorized equipment
Vision Hardware	Not Covered	
Physical, Occupational, and Speech Therapy (PT/OT/ST)	Covered after Deductible	Up to 60 combined visits per benefit period - May be rendered at home
Voluntary Sterilizations	Covered after Deductible	
Voluntary Termination of Pregnancy	Not Covered	
Infertility Services	Covered after Deductible	Services for diagnosis, counseling, and treatment of anatomical disorders causing infertility in accordance with HAP's benefit, referral and practice policies
Assisted Reproductive Technologies	Covered after Deductible	One attempt of artificial insemination per lifetime
Pharmacy		
Generic / Brand	$15 / $30 Copay - Deductible does not apply	Retail: 30 day supply for non-maintenance drugs at 1 Copay; 90 day supply for eligible maintenance drugs at 2 Copays Mail Order: 90 day supply for both eligible maintenance and non-maintenance drugs at 2 Copays

Value Plan Option

Rev 08/2012

Benefit Riders: 719,599,573,133,132,126,124,016,013,012,428,K20

* Hospital admissions require that HAP be notified within 48 hours of admission. Failure to notify HAP within 48 hours could result in a reduction of benefits, or nonpayment.
* Students away at school are covered for acute illness and injury related services according to HAP criteria. Students away at school are not covered for routine physicals, non-emergency psychiatric care, elective surgeries, obstetrical care, sports medicine and vision care services while at school.
* In cases of conflict between this summary and your HMO Subscriber Contract, the terms and conditions of the HMO Subscriber Contract govern.
* Your employer may have determined that your benefit plan may or may not be grandfathered under health care reform legislation. If you have questions regarding grandfathering, please check with your employer.

MetLife

Summary of Benefits
Dental Insurance - Dental Option 5- 99th

Employer Sponsored Dental				
Class Description	All Active Full Time Employees (30 Hours)		All Active Part Time Employees (5 Hours)	
	In-Network	**Out-of-Network‡**	**In-Network**	**Out-of-Network‡**
Reimbursement	Negotiated Fee Schedule	R&C 99th Percentile	Negotiated Fee Schedule	R&C 99th Percentile
Type A – Preventive	100%	100%	100%	100%
Type B – Basic	100%	100%	100%	100%
Type C – Major	80%	80%	80%	80%
Calendar Year Deductible applies to:	B & C	B & C	B & C	B & C
▪ **Individual**	$0	$0	$0	$0
▪ **Family**	$0 Aggregate	$0 Aggregate	$0 Aggregate	$0 Aggregate
Calendar Year Maximum *(applies to A,B,C services)*	$2,000	$2,000	$2,000	$2,000
Orthodontia	50%	50%	50%	50%
Orthodontia Lifetime Maximum	$1,500	$1,500	$1,500	$1,500

‡ Out of Network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of (1) the dentist's actual charge (the 'Actual Charge'), or (2) the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). Services must be necessary in terms of generally accepted dental standards.

MetLife

Frequency & Allocations / Exclusions

(Custom Primary (Flex) - Custom Lower Cost (Flex))

Class Description: All Active Full Time Employees	
TYPE A	
Benefits are payable immediately from the start date of an individual's benefits	
▪ Examinations	▪ 2 times in 1 calendar year
▪ Examinations – Problem Focused	▪ Combined with Examinations Limit
▪ Prophylaxis: Cleanings	▪ 2 times in 1 calendar year
▪ Sealants	▪ 1 per molar in 3 years for a child under age 14
▪ Space Maintainers	▪ No Limit for a child under age 19
▪ Fluoride	▪ 1 time in 1 calendar year for a dependent child under age 19
▪ Full Mouth X-Rays	▪ Once in 3 calendar years
▪ Bitewing X-Rays	▪ For a child under 14: 2 times in 1 calendar year ▪ Adult: 2 times in 1 calendar year
▪ Periodontal Maintenance	▪ 2 perio. Treatments in 1 calendar yr, includes 2 cleanings (total comb: 2)
▪ Emergency Palliative Treatment	
TYPE B	
Benefits are payable immediately from the start date of an individual's benefits	
▪ Amalgam Fillings	▪ 1 replacement per surface in 24 Months
▪ Root Canal	▪ 1 in 24 months
▪ Periodontal Surgery	▪ 1 per quadrant in any 36 month period
▪ Scaling & Root Planing	▪ 1 per quadrant in any 24 month period
▪ Repairs	▪ 1 in 12 months
▪ Recementations	▪ 1 in 12 months
▪ Denture Adjustments	▪ 1 in 6 months
▪ Labs & Other Tests	
▪ Periapical X-Rays	
▪ Other X-Rays	
▪ General Anesthesia	
▪ Resin Composite Fillings(excludes coverage for composite fillings on molars)	
▪ Pulpotomy	
▪ Pulp Capping	
▪ Pulp Therapy	
▪ Apexification & Recalcification	
▪ Periodontal Surgery – Soft & Connective Tissue Grafts	
▪ Periodontics – Non-Surgical	
▪ Oral Surgery: Simple Extractions	
▪ Oral Surgery: Surgical Extractions	
▪ Other Oral Surgery	
▪ General Services	
TYPE C	
Benefits are payable immediately from the start date of an individual's benefits	
▪ Consultations	▪ 1 in 12 months
▪ Prefabricated Crowns	▪ 1 per tooth in 60 months
▪ Crown Buildups / Post Core	▪ 1 per tooth in 60 months
▪ Dentures	▪ 1 in 60 months
▪ Immediate Temporary Dentures – Complete / Partial	▪ 1 replacement in 12 months
▪ Dentures – Rebases / Relines	▪ 1 in 36 months

▪ Fixed Bridges	▪ 1 in 60 months
▪ Inlays / Onlays /Crowns	▪ 1 replacement per tooth in 60 months
▪ Implant Services	▪ 1 per tooth position in 60 months
▪ Implant Repairs	▪ 1 per tooth in 60 months
▪ Implant Supported Prosthetic	▪ 1 per tooth in 60 Months
▪ Tissue Conditioning	▪ 1 in 36 months
▪ Occlusal Adjustments	▪ 1 in 24 months
Orthodontics	
Benefits are payable immediately from the start date of an individual's benefits	
▪ Orthodontic Diagnostics	
▪ Orthodontic Treatment	

Exclusions

All Active Full Time Employees

- Services which are not dentally necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which we deem experimental in nature.
- Services for which a covered person would not be required to pay in the absence of dental insurance.
- Services or supplies received by a covered person before the insurance starts for that person.
- Services which are neither performed nor prescribed by a dentist except for those services of a licensed dental hygienist which are supervised and billed by a dentist and which are for scaling or polishing of teeth or fluoride treatment.
- Services which are primarily cosmetic. (For residents of Texas: Services which are primarily cosmetic unless required for the treatment or correction of a congenital defect of a newborn child).
- Services or appliances which restore or alter occlusion or vertical dimension.
- Restoration of tooth structure damaged by attrition, abrasion or erosion unless caused by disease.
- Restorations or appliances used for the purpose of periodontal splinting.
- Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco.
- Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss.
- Decoration or inscription of any tooth, device, appliance, crown or other dental work.
- Missed appointments.
- Services covered under any workers' compensation or occupational disease law.
- Services covered under any employer liability law.
- Services for which the employer of the person receiving such services is not required to pay.
- Services received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital.
- Services covered under other coverage provided by the Policyholder.
- Temporary or provisional restorations.
- Temporary or provisional appliances.
- Prescription drugs.
- Services for which the submitted documentation indicates a poor prognosis.
- Services, to the extent such services, or benefits for such services, are available under a government plan. This exclusion will apply whether or not the person receiving the services is enrolled for the government plan. We will not exclude payment of benefits for such services if the government plan requires that Dental Insurance under the group policy be paid first.
- The following when charged by the dentist on a separate basis - Claim form completion; infection control such as gloves, masks, and sterilization of supplies; or local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide.
- Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing and biting of food.
- Caries susceptibility tests.
- Precision attachments associated with fixed and removable prostheses.
- Adjustment of a denture made within 6 months after installation by the same dentist who installed it.
- Duplicate prosthetic devices or appliances.
- Replacement of a lost or stolen appliance, cast restoration or denture.
- Intra and extraoral photographic images.
- Fixed and removable appliances for correction of harmful habits.

- Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards.
- Treatment of temporomandibular joint disorder. This exclusion does not apply to residents of Minnesota.

Frequency & Allocations / Exclusions

(Custom Primary (Flex) - Custom Lower Cost (Flex))

Class Description: All Active Part Time Employees	
TYPE A *Benefits are payable immediately from the start date of an individual's benefits*	
Examinations	2 times in 1 calendar year
Examinations – Problem Focused	Combined with Examinations Limit
Prophylaxis: Cleanings	2 times in 1 calendar year
Sealants	1 per molar in 3 years for a child under age 14
Space Maintainers	No Limit for a child under age 19
Fluoride	1 time in 1 calendar year for a dependent child under age 19
Full Mouth X-Rays	Once in 3 calendar years
Bitewing X-Rays	For a child under 14: 2 times in 1 calendar year Adult: 2 times in 1 calendar year
Periodontal Maintenance	2 perio. Treatments in 1 calendar yr, includes 2 cleanings (total comb: 2)
Emergency Palliative Treatment	
TYPE B *Benefits are payable immediately from the start date of an individual's benefits*	
Amalgam Fillings	1 replacement per surface in 24 Months
Root Canal	1 in 24 months
Periodontal Surgery	1 per quadrant in any 36 month period
Scaling & Root Planing	1 per quadrant in any 24 month period
Repairs	1 in 12 months
Recementations	1 in 12 months
Denture Adjustments	1 in 6 months
Labs & Other Tests	
Periapical X-Rays	
Other X-Rays	
General Anesthesia	
Resin Composite Fillings(excludes coverage for composite fillings on molars)	
Pulpotomy	
Pulp Capping	
Pulp Therapy	
Apexification & Recalcification	
Periodontal Surgery – Soft & Connective Tissue Grafts	
Periodontics – Non-Surgical	
Oral Surgery: Simple Extractions	
Oral Surgery: Surgical Extractions	
Other Oral Surgery	
General Services	
TYPE C *Benefits are payable immediately from the start date of an individual's benefits*	
Consultations	1 in 12 months

▪ Prefabricated Crowns	▪ 1 per tooth in 60 months
▪ Crown Buildups / Post Core	▪ 1 per tooth in 60 months
▪ Dentures	▪ 1 in 60 months
▪ Immediate Temporary Dentures – Complete / Partial	▪ 1 replacement in 12 months
▪ Dentures – Rebases / Relines	▪ 1 in 36 months
▪ Fixed Bridges	▪ 1 in 60 months
▪ Inlays / Onlays /Crowns	▪ 1 replacement per tooth in 60 months
▪ Implant Services	▪ 1 per tooth position in 60 months
▪ Implant Repairs	▪ 1 per tooth in 60 months
▪ Implant Supported Prosthetic	▪ 1 per tooth in 60 Months
▪ Tissue Conditioning	▪ 1 in 36 months
▪ Occlusal Adjustments	▪ 1 in 24 months
Orthodontics	
Benefits are payable immediately from the start date of an individual's benefits	
▪ Orthodontic Diagnostics	
▪ Orthodontic Treatment	

Exclusions

All Active Part Time Employees

- Services which are not dentally necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which we deem experimental in nature.
- Services for which a covered person would not be required to pay in the absence of dental insurance.
- Services or supplies received by a covered person before the insurance starts for that person.
- Services which are neither performed nor prescribed by a dentist except for those services of a licensed dental hygienist which are supervised and billed by a dentist and which are for scaling or polishing of teeth or fluoride treatment.
- Services which are primarily cosmetic. (For residents of Texas: Services which are primarily cosmetic unless required for the treatment or correction of a congenital defect of a newborn child).
- Services or appliances which restore or alter occlusion or vertical dimension.
- Restoration of tooth structure damaged by attrition, abrasion or erosion unless caused by disease.
- Restorations or appliances used for the purpose of periodontal splinting.
- Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco.
- Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss.
- Decoration or inscription of any tooth, device, appliance, crown or other dental work.
- Missed appointments.
- Services covered under any workers' compensation or occupational disease law.
- Services covered under any employer liability law.
- Services for which the employer of the person receiving such services is not required to pay.
- Services received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital.
- Services covered under other coverage provided by the Policyholder.
- Temporary or provisional restorations.
- Temporary or provisional appliances.
- Prescription drugs.
- Services for which the submitted documentation indicates a poor prognosis.
- Services, to the extent such services, or benefits for such services, are available under a government plan. This exclusion will apply whether or not the person receiving the services is enrolled for the government plan. We will not exclude payment of benefits for such services if the government plan requires that Dental Insurance under the group policy be paid first.
- The following when charged by the dentist on a separate basis - Claim form completion; infection control such as gloves, masks, and sterilization of supplies; or local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide.
- Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing and biting of food.
- Caries susceptibility tests.

- Precision attachments associated with fixed and removable prostheses.
- Adjustment of a denture made within 6 months after installation by the same dentist who installed it.
- Duplicate prosthetic devices or appliances.
- Replacement of a lost or stolen appliance, cast restoration or denture.
- Intra and extraoral photographic images.
- Fixed and removable appliances for correction of harmful habits.
- Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards.
- Treatment of temporomandibular joint disorder. This exclusion does not apply to residents of Minnesota.

MetLife

Highlights
Broker Commissions included in the rate: Flat 8.00%
Expected Participation: 90%
Employee Contributions Employer Sponsored Dental All Active Full Time Employees: 1% All Active Part Time Employees: 50%
Financial Arrangement: Non-retrospectively Experience Rated
Situs is MICHIGAN
Only those residing in the United States are eligible for benefits
Dependent Child Definition: A Child is covered up to age 26, A student is covered up to age 26.
Ortho coverage applies to: Child Only. Children are covered to age 19.
This quote assumes the plan is a Section 125 plan.
An Open Enrollment period occurring annually is included.

Underwriting Assumptions
WillsCenter.com: Online will prep service offered through SmartLegalForms, Inc., available to all customers at no charge.
If insurance coverage is provided, it will be governed by the terms and conditions of the insurance policy and applicable law. If administrative services are provided, they are governed by the terms and condition of the administrative services agreement and by applicable law.
If MetLife is requested to duplicate contractual provisions from the prior carrier, such provisions must be compatible with all MetLife's standards.
MetLife reserves the right to change its quoted rates and or fees at any time before the effective date. After the effective date, rate and or fees are subject to the terms and conditions of the policy and or administrative services agreement.
Only those eligible persons residing in the United States may be covered. Any others must be approved by MetLife.
SIC Code: 8211

National Vision Administrators, L.L.C.

Your NVA Vision Benefit Summary

Melvindale Northern Allen Park Schools

Effective 07/01/2010
Revised 07/01/2014
Group Number# 51388

Schedule of Vision Benefits

Benefit Frequency	Participating Provider	Non-Participating Provider
Examination Once Every 12 Months	▪ Covered 100% ▪ After $20 copay	Reimbursed Amount ▪ Up to $37
Lenses Once Every 12 Months	Standard Glass or Plastic	
▪ Single Vision ▪ Bifocal ▪ Trifocal ▪ Lenticular ▪ Polycarbonates (under age 19)	▪ Covered 100% ▪ After $20 copay ▪ Covered 100%	▪ Up to $35 ▪ Up to $50 ▪ Up to $60 ▪ Up to $95 ▪ N/A
Frame Once Every 12 Months	Retail Allowance ▪ Up to $100 (20% discount off balance)*	▪ Up to $50
Contact Lenses Once Every 12 Months	In lieu of Lenses	In lieu of Lenses
Elective Contact Lenses	▪ Up to $100 Retail① (15% discount (Conventional) or 10% discount (Disposable) off balance)**	▪ Up to $100
Medically Necessary***	▪ Covered 100%	▪ Up to $200
Low Vision Aids* Once Every 24 Months	▪ Up to $999	▪ Up to $500

*Does not apply to Wal-Mart / Sam's Club locations. **Does not apply to Wal-Mart/Sam's Club or Contact Fill (NVA Mail Order.
***Pre-approval required.

①Additional professional services related to contact lenses (also known as fitting fees) would be included in the contact lens allowance shown above.

Due to their everyday low prices (EDLP) the amounts listed below may not be applicable at Wal-Mart/Sam's Club.

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below:

- $10 Solid Tint
- $12 Fashion / Gradient Tint
- $10 Standard Scratch-Resistant Coating
- $12 Ultraviolet Coating
- $40 Standard Anti-Reflective
- $20 Glass Photogrey (Single Vision)
- $30 Glass Photogrey (Multi-Focal)
- $75 Polarized

$50 Progressive Lenses Standard
$65 Transitions Single Vision Standard
$70 Transitions Multi-Focal Standard
$25 Polycarbonate (Single Vision) 19 & over
$30 Polycarbonate (Multi-Focal) 19 & over
$30 Blended Bifocal (Segment)
$55 High Index
$100 Progressive Lenses Premium

Options not listed will be priced by NVA providers at their R&C retail price less 20%.

Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage. Regardless of medical or optical necessity, vision benefits are not available more frequently than specified in your policy.

How Your Vision Care Program Works

Eligible members and dependents are entitled to receive a vision examination and one (1) pair of lenses and a frame or contact lenses once every 12 months from last date of service.

At the start of the program, if authorized by your employer you may receive identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, you must indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility.

Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care professional, please visit our website at www.e-nva.com or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number 51388000001 or the group number on the identification card and enter in your search parameters. It's that easy!

Get a Better View

VC-108052014

Plan Specific Details Online: The NVA website is easy to use and provides the most up to date information for program participants:
-Locate a nearby participating provider by name, zip code, or City/State, Verify eligibility for you or a dependent
-View benefit program and specific detail, Review claims, Print ID cards (when applicable), Nominate a non-participating provider to join the NVA network

Examinations: The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation (if professionally indicated).

Lenses: NVA provides coverage in full for standard glass or plastic eyeglass lenses.

Frames: Select any frame from the participating provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office. (Visit NVA's website to view the Benefit maximizer Program)

Contact Lenses: The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses. Medically necessary contact lenses may be covered with prior authorization.

Non-Participating Providers: You will be responsible for one hundred percent (100%) of the cost at the time of service at a non-participating provider. You can request a claim form from NVA via the website www.e-nva.com or you may submit receipts along with a letter containing the member's full name, patient's full name, address, ID# and sponsoring organization to NVA, P.O. Box 2187, Clifton, NJ 07015.

Laser Eye Surgery: NVA has chosen **The National LASIK Network** to serve their members. This network was developed by **LCA Vision** in 1999 and is one of the largest panels of LASIK surgeons in the U.S. Members are entitled to significant discounts and a free initial consultation with all in-network providers.

Discounts: In addition to your funded benefit you are eligible to access the **EyeEssential® Plan discount** (in Network Only) on additional purchases during the plan period. Please see table for more detail regarding NVA's discount plan:

*Discount is not applicable to mail order; however, you may get even better pricing on contact lenses through Contact Fill.

Your NVA EyeEssential® Plan Discount – In Network Only*		
Service	**Participating Provider**	**Lens Options**
Eye Examination:	**Member Cost:** Retail Less $10	$12 Solid Tint/ Gradient Tint $50 Standard Progressive Lenses $75 Polarized Lenses $65 Transitions Single Vision Standard $70 Transitions Multi-Focal Standard $15 Standard Scratch Coating $12 UV Coating $35 Polycarbonate $45 Standard Anti-Reflective
Contact Lens Fitting:	Retail Less 10%	
Lenses: Single Vision Bifocal Trifocal or Lenticular	Glass or Plastic $35.00 $55.00 $70.00	
Frame:	Retail Less 35%	
Contact Lenses*: Conventional Disposable	**Member Cost:** Retail Less 15% Retail Less 10%	

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option price list above.

Options not listed will be priced by NVA providers at their reasonable & customary retail price less 20%.

Wal-Mart / Sam's Club Stores: Due to their everyday low prices (EDLP) Wal-Mart / Sam's Club stores do not provide additional discounts.

At NVA, We Work Only for Our Clients.

The proposed vision insurance program is insured through Fidelity Security Life Insurance Company (FSL) Kansas City, MO. Fidelity Security Life Insurance Company brings over 45 years of underwriting experience in the insurance industry since 1969.

Fidelity Security Life Insurance Company has been rated A- (Excellent), based on an analysis of financial position and operating performance, by A.M. Best Company, an independent analyst of the insurance industry, For the latest rating, access www.ambest.com.

Some provisions benefits, exclusions or limitations listed herein may vary depending on your state of residence.

Exclusions: The following benefits are not payable under this Policy for services or materials connected with or charges arising from (unless otherwise indicated in the Proposed Schedule of Benefits): Aniseikonic Lenses; Subnormal visual aids; Orthoptics, vision training, and any associated supplemental testing; Broken, lost or stolen lenses, contact lenses, or frames will not be replaced except in the next Benefit Frequency when Vision Materials would next become available; Services or materials provide as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Services rendered after the date an insured Person ceases to be covered under the policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; Corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under plan; Medical and/or surgical treatment of the eye, eyes or supporting structures; Two pair of glasses in lieu of bifocals; Plano (non-prescription) lenses; non-prescription sunglasses

Limitations: Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider, such fees or materials are not covered under the Policy. For Contact Lenses, any remaining balance may be used within the same Benefit Frequency. Where the Insured Person previously utilized an In-Network Provider, the remaining balance must be used with the same or any other In-Network Provider. Where the Insured Person previously utilized an Out-of-Network Provider, the remaining balance must be used with the same or any other Out-of-Network Provider.

National Vision Administrators, L.L.C. ▫ PO Box 2187 ▫ Clifton, NJ 07015
Web: www.e-nva.com ▫ Toll-Free: 1.800.672.7723

This document is intended as a program overview only and is not a certified document of the individual plan parameters.

Policy Nos. VC-108, VC-109, VC-110; Form NOS. M-9142, M-9143, M-9144.