

MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS

18530 Prospect Street
Melvindale, Michigan 48122-1596

**TEACHER
COLLECTIVE BARGAINING CONTRACT**

1996-97
1997-98
1998-99

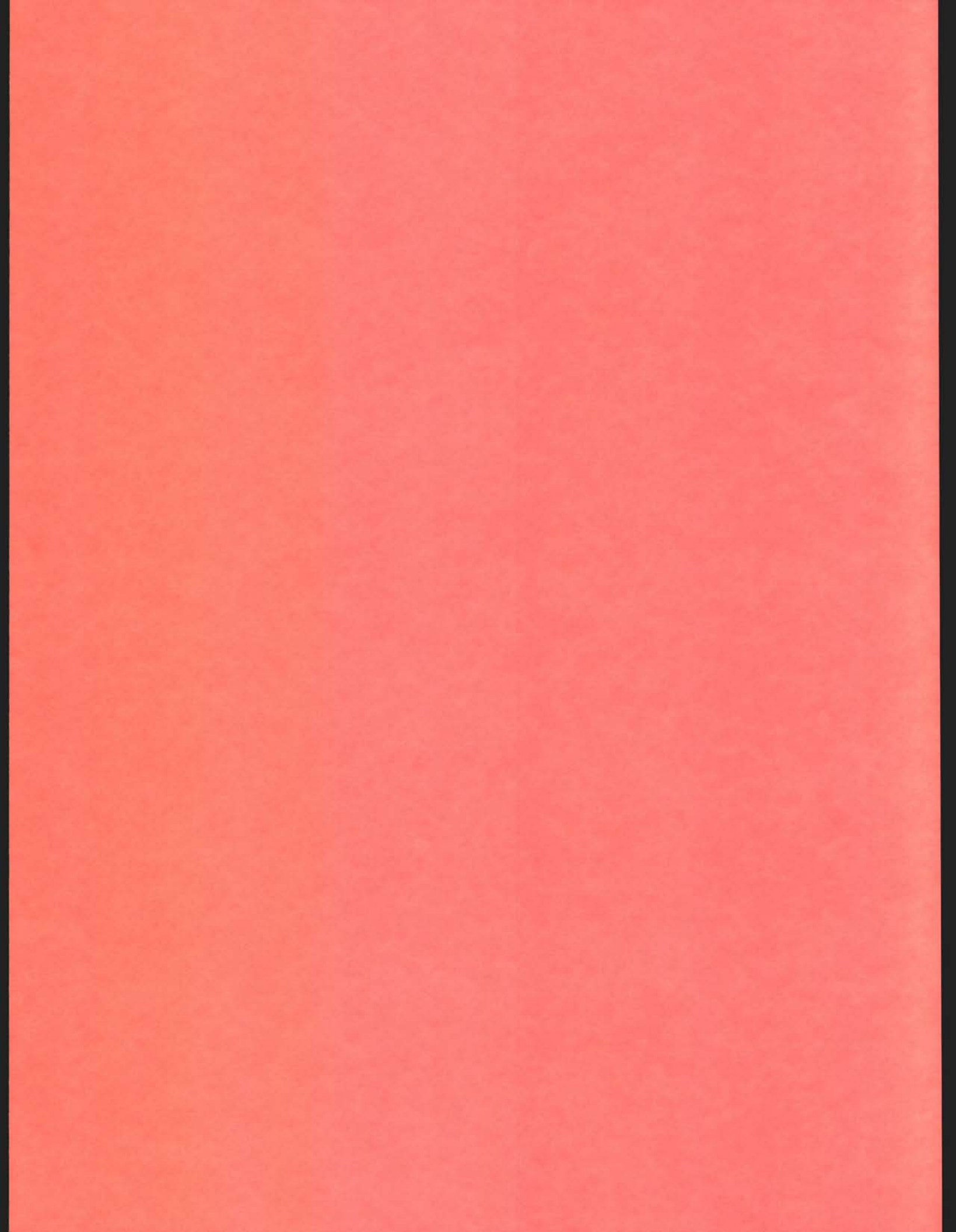
Between The

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



MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS TEACHER COLLECTIVE BARGAINING CONTRACT

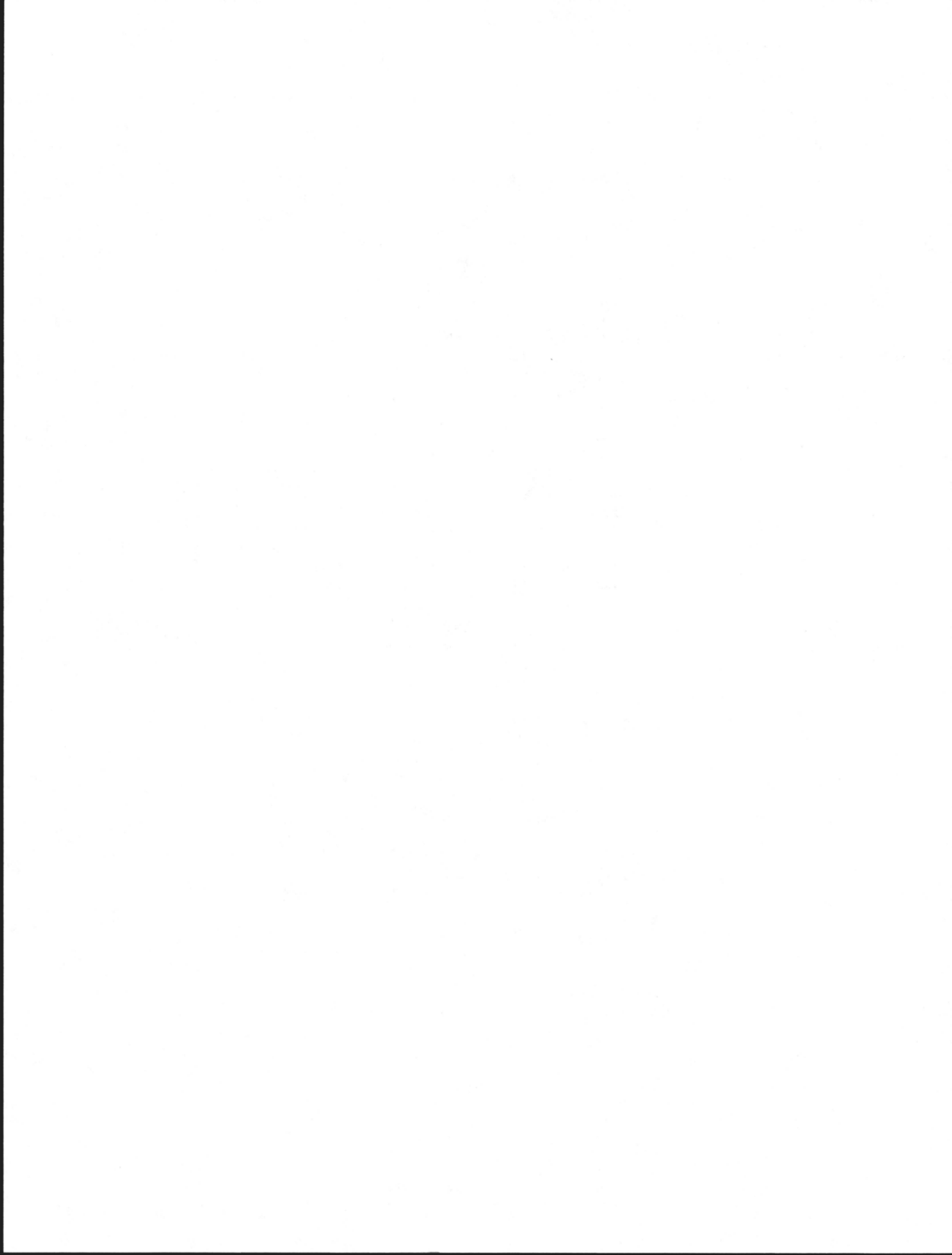
TABLE OF CONTENTS

ARTICLE NUMBER		PAGE
I	PREAMBLE	1
II	DEFINITIONS	2
III	STATUTORY POWERS OF THE BOARD.....	5
IV	RECOGNITION	6
V	FAIR PRACTICES	7
VI	QUALIFICATIONS FOR EMPLOYMENT - NEW TEACHER, SUMMER SCHOOL, COACH AND ATHLETIC ASSISTANT	8
VII	RIGHTS AND RESPONSIBILITIES OF BARGAINING AGENT	10
VIII	TEACHER RIGHTS AND BENEFITS	
	A. Injuries and Illness.....	15
	B. Insurance	15
	C. Teacher's Property	18
	D. Miscellaneous Teacher Rights and Benefits.....	18
	1. Desk and Filing Cabinet.....	18
	2. Transportation of Students	18
	3. Duty Free Lunch	18
	4. Length of Day	19
	5. Clerical Assistance.....	19
	6. Personnel File	19
	7. Preparation Periods.....	19
	8. Assignment.....	20
	9. Attendance at Meetings.....	20
	10. Assignment and Transfer.....	21
	11. Notice of Leaving Building	22
	12. Driver Education.....	22
	13. Absence with Direction and Approval of Board.....	22
	14. Class Size	22
	15. Payroll Schedule	23
	16. Non-Teaching Duties	23
	17. Vending Machines.....	23
	18. Identification Cards	23
	19. Substitute Teachers and Substitution	23
	20. Kindergarten Gym Instruction	23

**ARTICLE
NUMBER**

PAGE

21.	Requisitioning and Budgeting	23
22.	Testing Time	24
23.	Student Teacher	24
24.	Copy of Collective Bargaining Contract	24
25.	Elementary Report Cards	24
26.	Central Calling	24
27.	Contract Index	24
28.	Safe Working Station	24
29.	Observation of Work Performance	24
30.	Copyright Interests	24
31.	Administration of Medication	24
32.	Teacher/Parent Conferences; IEP Meetings	24
E.	Leave of Absence	
1.	Advanced Study	26
2.	Care of Family Member	26
3.	Personal Illness or Injury	26
4.	Work Experience	26
5.	Maternity Leave	26
6.	Child Care Leave	28
7.	Military Leave	28
8.	Travel Experience	29
9.	Federation Position	29
10.	Sick Leave	29
a..	Teacher Illness or Injury	29
b.	Sick Leave Advancement/Deduction	29
c.	Central Reporting	29
d.	Statement of Sick Days	29
e.	Sick Leave Pay	29
f.	Reasons for Absence	29
	Emergency Care of Immediate Family Member	29
1.	Teacher Illness or Injury	29
2.	Emergency Care of Immediate Family Member	29
3.	Personal Business Leave	30
4.	Religious Observance	30
g.	Sick Leave Allowance Limitations	30
h.	Procedures for Notification of Absence Return	30
i.	Sick Leave Accumulation	30
j.	Managed Sick Leave Program (Save Harm Clause)	30
11.	Involuntary Leave	31
12.	Public Office Leave	32
13.	Funeral Leave	32
14.	Additional Leave	32
15.	Certified Replacements	32
F.	Class Size	32



**ARTICLE
NUMBER**

PAGE

IX	SALARY AND OTHER PAY BENEFITS	
	A. Outside Teaching Experience	34
	B. Credits Earned During the School Year	34
	C. Pay for Substitution During Preparation Period	34
	D. Salary Schedule	34
	E. Extra Contractual Rights.....	36
	F. Mileage Allowance	37
	G. Severance Pay	37
	H. Sick Pay Incentive	38
X	SPECIAL CONFERENCE.....	39
XI	GRIEVANCE AND GRIEVANCE PROCEDURE	40
XII	STUDENT DISCIPLINE	43
XIII	CONTINUITY OF OPERATIONS.....	44
XIV	WAIVER CLAUSE AND AMENDMENTS	44
XV	VETERANS RIGHTS.....	45
XVI	JURY DUTY	45
XVII	SCHOOL CALENDAR	46
XVIII	REDUCTION IN PERSONNEL - LAYOFF ONLY	49
XIX	TEACHER EVALUATION.....	53
XX	DISCIPLINE OF TEACHERS.....	55
XXI	DURATION OF CONTRACT	56
APPENDIX A	SHORT TERM/LONG TERM DISABILITY INSURANCE POLICY.....	57
APPENDIX B	INDIVIDUAL TEACHER CONTRACTS.....	76
APPENDIX C	PAYROLL SCHEDULE.....	80
APPENDIX D	SALARY SCHEDULES	84
APPENDIX E	EXTRA CONTRACTUAL PAY SCHEDULE.....	86
APPENDIX F	LETTER OF AGREEMENT.....	90



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 XIX, L. Advanced study, care for a sick member of the immediate family, work experience, maternity leave, military leave, federation position leave, sick leave, personal business leave, and funeral leave, suspension with pay and suspension without pay for ten days or less shall not be considered as interruption of years of service. All other approved leaves including suspension without pay for more than ten days shall not count as years of service but seniority is computed from the first day of employment minus the time of such leave. If a person resigns or otherwise leaves the employ of the district other than on an approved leave of absence and subsequently returns, seniority is computed from the first day they reported to work after returning to the employ of the Board.
 - 1. In the event two (2) or more teachers have equal seniority as defined above, the date of signing of contract by individual teachers will be used to establish the longest seniority.
 - 2. In the event two (2) or more teachers have equal seniority as defined above, the number of degrees will be used to establish the longest seniority.
 - 3. In the event two (2) or more teachers have equal seniority as defined above, the number of hours beyond the bachelor's degree will be used to establish the longest seniority.
- G. "Day" means working school day.
- H. "Teacher" means any member of the Bargaining Unit.
- I. "Preparation period" means a period in which the teacher is not assigned to a regular programmed responsibility. This period will be self-directed in professional pursuits, and will be contained in the building or buildings in which the teacher has a professional responsibility.
- J. "Increment" means additional pay on the salary schedule for experience.
- K. "Posting" includes written notification to all teachers from the Central Office.
- L. "Board" means Board of Education.

TEAM ASSIGNMENT RESPONSIBILITIES

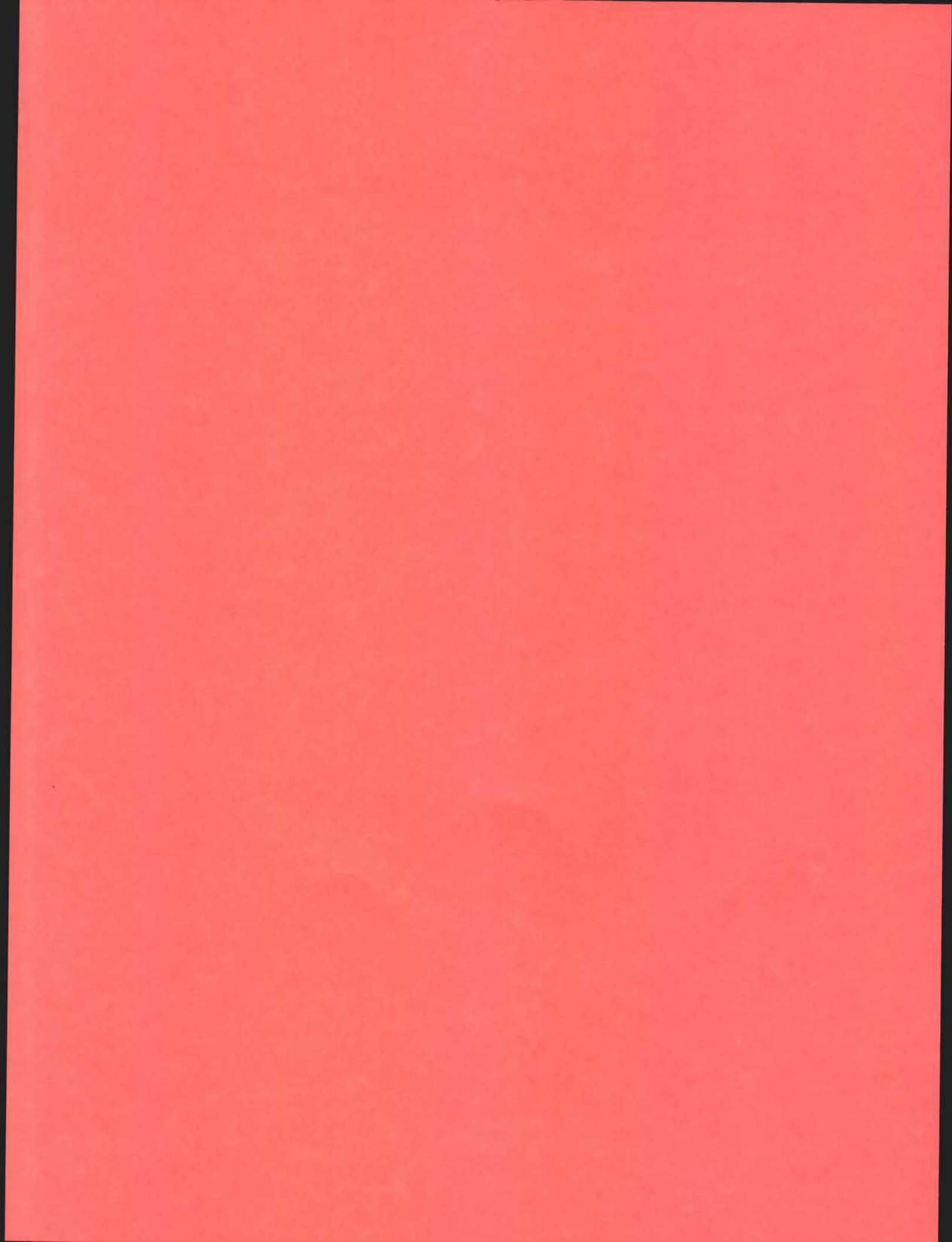
Each team will be assigned a "Team Room". This assignment will be treated the same as a regular classroom responsibility. The following items are the responsibility of team members.

1. Develop a weekly team plan to be turned in to the building principal. The following items are suggested as (but not limited to) team plan items:
 - Parent conferencing
 - Special needs assessment
 - Conferences with Special Education consultants
 - Coordination of assignments
 - Development of student action plans
 - Curriculum development
 - Outcome accreditation
 - Discussion of team goals
2. Turn in a *brief* weekly summary of team activities.
3. Each team will have a bi-weekly meeting with the building principal. Team leaders should arrange meeting day and time with the building principal.

In addition to the above items, each team will:

1. Develop three goals to focus on for that school year.
 - One goal will address student behavior
 - One goal will address student achievement
 - One goal will be team-related
2. Each goal must include a means of assessing achievement of that goal.
 - Example: Goal - improved student behavior
 - Assessment: Comparison of 1996-97 written referrals to 1997-98 written referrals
3. Each team will work on NCA outcome accreditation activities.

Development of course syllabi for core and non-core classes. The development of syllabi will be within a two year period. Teams should plan to spend a portion of the team period each month on this activity. As individual units of the syllabi are completed, they will be turned in to the team captain.



- M. "Continuing Substitute" means a teacher who has substituted for fifteen (15) consecutive days in the same position.
- 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 junior high 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.

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.

3. A special subjects 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.

4. Junior high teachers hired on or before September 1, 1989, shall be allowed to remain in their current positions without having to make changes in their professional preparation or certification.

5. Should a junior high teacher wish to leave a grandfathered position for another junior high position, the teacher:

- a. In the first (1st) year of this contract, must meet one-third (1/3) of the North Central Accreditation Professional Preparation and Certification Standards.
- b. In the second (2nd) year of this contract, must meet two-thirds (2/3) of the North Central Accreditation Professional Preparation and Certification Standards.
- c. In the third (3rd) year of this contract, must meet North Central Accreditation Professional Preparation and Certification Standards.

6. A Junior High teacher involuntarily transferred from a grandfathered position to another position shall not lose the grandfathered benefit.
- 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.

ARTICLE III

STATUTORY POWERS OF THE BOARD

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

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

ARTICLE IV
RECOGNITION

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

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

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

ARTICLE V

FAIR PRACTICES

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

ARTICLE VI

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

- A. A teacher will meet the requirements of the State of Michigan for the position in which he 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).

As example:

<u>QUALIFIED APPLICANTS</u>	<u>SENIORITY</u>	<u>NUMBER OF SUMMER SCHOOL CLASSES TAUGHT (within last three years)</u>
Teacher A	9-01-47	3
Teacher B	9-02-48	2
Teacher C	10-02-56	2
Teacher D	10-03-56	3
Teacher E	9-01-72	-
Teacher F	9-03-73	3
Teacher G	1-20-74	-

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

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

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

Clarification:

After ratification of this contract, each school year the board or its designee will determine the qualifications for specific coaching positions. The qualifications will be consistent for that school year. Coaching positions will be posted to the teacher bargaining unit. Members of the present bargaining unit who hold coaching positions for the 1989/90 school year, will be allowed to retain those positions for the 1989/90 school year.

- E. Upon initial employment in the District there shall be a statement of health status, signed by a physician, filed with the Board of Education. All teachers are required to file proof of freedom from active tuberculosis annually in the form of a certificate showing negative results from either a chest X ray or a tuberculin skin test in accordance with state law. During the first three (3) days of attendance of the teacher at the beginning of each school year, the Board will provide release time and means at a central point in the system where the teacher may obtain a skin test for tuberculosis. Arrangements will be made by the Board with the Health Department to allow a teacher who has a positive reaction to the skin test to obtain an X-ray at Board expense on released time as approved by the principal. An annual physical examination by a physician chosen by and at the expense of the Board, may be requested by personnel. These requests must be filed with the school building principal or his designee no later than two (2) weeks after the start of the school year. The Board will also provide flu shots at Board expense on other than school time at a time and place determined by the Board.
- F. A proposed teacher must agree to the provisions of Article VII relative to payment of dues or service fees.
- G. Any individual contract between the Board and the teacher heretofore executed shall be subject to and consistent with the terms and conditions of this agreement. Any individual contract hereafter executed shall be in the form provided in Appendix B and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- H. A teacher, who has not previously attained tenure, under the Michigan Teachers' Tenure Act, MCLA 38.71 et. seq.; MSA 15.1971 et. seq.; in a position other than as a classroom teacher, who is placed in a position other than a classroom teacher, shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for such nonclassroom position but shall be deemed to have continuing tenure as an active classroom teacher.

ARTICLE VII

RIGHTS AND RESPONSIBILITIES OF BARGAINING AGENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Date)

To Melvindale-Northern Allen Park Board of Education:

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

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

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

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

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

The Board will not be liable to the Federation for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the teacher. In addition, the Federation will indemnify and save the Board harmless from any liability claims, deductions, costs

and attorney fees incurred by the Board in connection with this Article of the Collective Bargaining Contract. The Federation agrees to reimburse the Board for the amount of any money deducted by the Board and paid to the Federation which deduction is determined to be illegal or improper or is in excess of a proper deduction.

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

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

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

"The Federation certifies that

NAME _____ ADDRESS _____

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

Date of delivery to the Board

Federation Financial Officer"

The Board agrees that within five (5) days of receipt of the notice of a request to terminate, it will notify the teacher within the tenure requirements that his services will be terminated at the end of the current school year and further that the Board will, at the next meeting of the Board, after receipt of the termination notice from the Union, proceed to terminate the employment of the teacher within the tenure requirements. The Board agrees that after it has received termination notice from the Federation, that it will not accept dues or service charge from the teacher without the consent of the Federation. If any suit or proceeding of any kind is brought against the Board, in which a teacher or any organization in the Teacher's behalf contest the provisions of this Article, the Federation agrees to reimburse the Board, promptly on demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in a suit or proceeding and also for any and all back pay or other damage for which the Board may be adjudged liable in such suit or proceedings. The Federation further agrees that if it fails to reimburse the Board promptly upon demand for the aforesaid fees and damages, the Board will be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Federation to the Board, until paid in full, all membership dues collected by the Board on behalf of the Federation. The foregoing also applies to any reasonable fees and legal expenses incurred by the Board, and any back pay liability or other damages imposed

on the Board in any teacher's tenure act proceeding which may be initiated by the Board in order to implement the provisions of this Article of the Collective Bargaining Contract.

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

1. Washington National Insurance premiums;
2. Wayne Out-County Teachers Credit Union;
3. Annuity Program

Reduction shall be made for 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.

4. United Foundation.

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

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

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

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

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

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

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

L. All social activities sponsored by the bargaining representative will be held outside the regular duty day except an opening day luncheon and a retirement luncheon.

M. The Board will make available, within a reasonable time, to the Federation upon request any information, statistics, and records which it has available or which may be obtained without undue difficulty; and which may be mutually agreed to be necessary to make intelligent decisions relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.

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

ARTICLE VIII

TEACHER RIGHTS AND BENEFITS

A. INJURIES AND ILLNESS

1. During the first days of disability, arising out of and in the course of employment by the Board, the Board will pay a teacher his full salary until Worker's Compensation insurance benefits for loss of income commence. Thereafter, a teacher sustaining any injury arising out of and in the course of employment by the Board will be compensated in accordance with the provisions of the Michigan Worker's Compensation Act. Further, the Board will pay to the teacher a sum which, inclusive of Worker's Compensation and other disability benefits, will total not to exceed eighty percent (80%) of the teacher's regular salary, while the teacher is unable to return to work, for not to exceed one (1) calendar year. Provided however, that if the teacher's disability is the result of a student assault that occurs on school property and arises out of and in the course of the teacher's employment, the teacher may draw upon the Managed Sick Leave-Save Harm Clause 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 1.5 times salary with Accidental Death and Dismemberment (Double indemnity for accidental death). To be effective November 1, 1986. (See Managed Sick Leave and Save Harm Clause.)
2. a. The Board will provide fully paid Blue Cross Blue Shield Hospitalization and medical insurance (Family Plan Master Medical Semi-Private) and prescription coverage with \$2.00 deductible.

- b. The Board will pay a pro-rated portion of the hospitalization and medical coverage for a regular part-time teacher desiring hospitalization.
 - c. Hospitalization and group life insurance premiums will be paid by the Board for three (3) months following the use of all sick leave days to which the teacher is entitled. See Managed Sick Leave and Save Harm Cause.
 - d. MVF-1 and the following additional benefits: (1) ML-Member Liability X-Rays, (2) IMB-Immediate Maternity Benefits, (3) DCCR-Dependent Child Rider will be in effect. See Managed Sick Leave and Save Harm Clause, (4) RPS-Pap Smear.
3. Dental Insurance

100% paid dental insurance policy will be provided by the Board with the following Benefit Structure:

PERCENT PAYABLE FOR
ELIGIBLE EXPENSE

BASIC BENEFITS

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

ADDITIONAL MAJOR BENEFITS

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

SUPPLEMENTAL ORTHODONTIC BENEFITS

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

The Board reserves the right to name the carrier.

4. Short Term/Long Term Disability and Managed Sick Leave Policy

The Federation agrees to replace the Catastrophic Sick Bank with a managed sick leave program, mutually agreed coverage by the superintendent and Federation by November 19, 1975. The Board reserves the right to name the carrier.

The Board shall provide at no cost to the teacher or bargaining agent a policy which will guarantee 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), the following benefits: See Appendix A

The Board will pay the teachers salary starting with the 30th day of illness and will continue this payment until the 45th day of illness, providing the teacher provides a statement from the doctor stating the illness and that the teacher is unable to perform his duties. The Board reserves the right to exercise its right under the Save Harm Clause. The teacher will not have the above days deducted from his sick bank if the above provisions are met.

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 per the Save Harm Clause.
- 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. 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 regarding these group benefits expires.

The Board and Federation agree to eliminate the Catastrophic Sick Bank as an enforceable provision of this contract, for monetary claims against the Board in regard to payments received by the teacher from the carrier providing the short term/long term sick leave benefits.

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.

The procedural, fringe and seniority benefit provisions of the Catastrophic Sick Bank, which have been used as reference when the Safe Harm Clause has been invoked, will remain in effect.

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

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

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

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. A regular teacher will have an assigned desk and an adequate filing cabinet. A teacher not assigned to a particular room will have an assigned desk and filing cabinet. A dictionary will be provided in each classroom in both the elementary and secondary schools.
2. A teacher will not be required to transport students.
3. A teacher will have a duty-free lunch period. A teacher may leave the building to which he is assigned during his lunch period except that on inclement 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-fourth ($7\frac{1}{4}$) hours. Beyond the regular duty day, teachers will be required to be in attendance, at least ten (10) hours per year, at unpaid school related activities or events. These activities or events, may include, but not be limited to; PTA meetings, athletic events, plays, or other principal approved school activities. It shall be the responsibility of the teacher to log his/her hours of attendance and report such hours to the building principal 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-10 booklets. The daily attendance records will take the place of CA 26A (yellow sheets). The final copy of the progress report will take the place of recording attendance on the CA 60.
- b. Clerical help will be provided kindergarten teachers at the beginning and end of each year. Additional time for Parent-Kindergarten teacher conferences will be provided at the discretion of the principal.
6. Nothing in this section shall violate information whose confidentiality is provided for by law.
 - a. Teachers shall have the right to inspect, comment upon and shall be given a duplicate of the material in their own individual personnel file.
 - b. A copy of administrative or parental compliments, complaints, evaluations or any other material shall be given to a teacher whenever such material is placed in the teacher's personnel file. If there is a written follow-up to such material, the teacher shall receive a copy.
 - c. A teacher shall have the right to submit a written response to any material filed. Such response shall be included in the teacher's individual personnel file and attached to the copy of the related material.
 - d. The personnel file shall constitute the official employment record of the teacher. It is recognized that only material which has been placed in the teacher's personnel file following the above procedure may be used as a basis for official action against a teacher.
 - e. All documents, communications and records dealing with a grievance shall be filed separately from the personnel file.
 - f. The teacher shall have the right to remove any material in his own individual personnel file that is four (4) or more years old providing the teacher is not currently involved in corrective action.
7. a. A teacher shall have at least five (5) preparation periods per week totaling not less than 275 minutes. Whenever feasible, the Board will provide for a location within each school that is private and equipped with a telephone for teachers to use in carrying out their professional duties requiring communications by telephone.

- b. In grades six (6) through twelve (12), after the master schedule has been completed by the building administrator, teacher assignments will be determined by teachers within each department. Should a department fail to reach agreement within 24 hours as to assignments in their department, ALL assignments within that department will be determined by the building administrator.

This may result in a teacher having more than three (3) different class preparations, however, no teacher in grades six (6) through twelve (12) will be required to have more than three (3) different class preparations per day for two (2) consecutive years.

This article will be in effect for the 1996/97 school year only, but may be included for the duration of this contract by mutual agreement of both the Melvindale Federation of Teachers and the Melvindale-Northern Allen Park School District.

Should this article not be extended for the duration of this contract, the following prior language will replace it:

"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 major, minor and/or special field of training insofar as possible. A teacher will not be assigned to subject areas outside his major or minor certification except on a temporary basis.
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 seven (7) meetings may be called at the discretion of the principal.
 3. The meetings will not exceed one (1) hour in length.
 4. Teacher attendance will be mandatory.
- b. The date of 'Open House' shall be at the discretion of the building principal.
1. On the day of 'Open House', school will be dismissed two (2) hours early.
 2. Teacher attendance will be mandatory.
 3. Teachers shall arrive no later than fifteen (15) minutes prior to the start and shall remain at least fifteen (15) minutes after the close of the scheduled time.
 4. The scheduled duration of 'Open House' shall not exceed one and one-half (1 ½) hours.

10. Assignment and Transfer:

- a. Vacancies will be posted as they arise in grades K-12 within five (5) days after the Board is made aware of the vacancy. On or about May 1st, all known vacancies will be posted. A final posting on or about June 1st will be made. Vacancies occurring during the summer will be posted on July 20 and August 20. The posting will be mailed to the summer addresses of the teachers.
- b. A request to fill a vacancy or for a transfer will be obtainable from the superintendent's or principal's office. In order for a request to be considered, a teacher will state the grade, school or subject preferred and outline his qualifications for the requested position and/or assignment. The completed form will be sent to the superintendent's office. The teacher will be notified in writing within fifteen (15) days from the date a vacancy is filled for which the request was made, as to whether his 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 nonfeasible.
- h. Vacancies occurring during the school year are to be posted within five (5) days after the Board is made aware of the vacancy and are to be awarded in accordance with "d" of this section.

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 lunch time.
 12. State regulations will govern criteria for driver education instructors. All vacancies will be posted. Selection from applicants will be made on a rotation basis according to seniority. A driver education instructor's load will not exceed fifteen (15) full-time students per semester, or thirty (30) during the summer.
 13. 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.
 14.
 - a. In grades K through 6 if the maximum number of students in a regular classroom exceeds the limits stated in Article VIII, Page 32 (class size), except for specialized instruction or experimental instruction or subject matter which permits larger class sizes such as chorus or band and physical education, ½ hour of secretarial help will be provided on a cumulative basis each week per student in excess of the limits. This secretarial help must be requested in writing and may be accumulated for up to one calendar month. The help must be provided within twenty (20) days of the written request when at least four (4) hours have been accumulated.
 - b. A Federation representative may meet with the principal to review class size and the schedule. The principal shall make himself available within two (2) days of notification by the Federation.

- c. In reimbursable Special Education classes, class size will not exceed Michigan Department of Education standards.
- 15. a. 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 not 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. A teacher will be paid on the day pay is due or if the due date falls on the day when school is not in session, on the last day of attendance prior to the due date (except January 6, 1975). If a teacher changes his schedule or pay, he will not be permitted to change his schedule again for a period of one (1) year.
- b. School Payroll Calendar (See Appendix C)
- 16. Whenever possible, the Board will provide for the handling by non-certified personnel of lunch room 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.
- 17. Soft drink vending machines may be installed at the request of the majority of the teachers in each building. All financial and operational arrangements will be the responsibility of the Federation. The net proceeds will be used for the "Federation Scholarship Fund". Soft drink vending machines shall not be removed without justifiable reason and consultation with the Federation.
- 18. 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.
- 19. 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.
- 20. A kindergarten pupil will receive a minimum of thirty (30) minutes of gym instruction each week.
- 21. Requisitioning and budgeting will be categorized as follows:
 - a. K through 5
 - b. 6 through 8
 - c. 9 through 12

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

22. Regularly scheduled testing will be scheduled at times which are least disruptive of the instructional program.
23. A student teacher will be assigned only to a tenure 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.

24. The Board will provide a copy of the Collective Bargaining Contract to each teacher within forty-five (45) days after execution.
25. Elementary report cards will be distributed every ten (10) weeks. 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.
26. The Board of Education agrees to use and maintain a district wide call-in system for absences.
27. The Board of Education accepts the proposal of the Federation regarding the formation of a Committee to provide a contract index and agrees to color coding with the MFT sharing half the cost of publishing the contract.
28. The Board shall provide a safe working station, free of hazards, to the health and safety of the teachers and students.
29. 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.
30. 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.
31. In the absence of the principal, 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.
32. a. The Board will continue to provide three (3), one-half (1/2) day session in the fall and three (3), one-half (1/2) day sessions in the spring for teacher/parent conferences at the elementary, junior high, and high school levels. The teacher/parent conferences shall occur the last three days of the 2nd week following the end of the 1st and 3rd marking periods. Teacher attendance will be mandatory.

The three (3) days for elementary and junior high teachers to meet with parents shall be as follows:

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

The three (3) days for high school teachers to meet with parents shall be as follows:

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

- b. IEP annual reviews may be held during fall and spring parent teacher conferences. The scheduling of IEP's will be done by the building principal in cooperation with the case manager. If any IEP annual reviews cannot be held at these times, they may be held on any other one-half (1/2) days that may occur close to conference days, if there is an agreeable time available.
- c. Any annual reviews that are not able to be held in sections "a" and "b" above, will be scheduled after school. Attendance at an after school IEP will be mandatory.
- d. Initial IEP's will be scheduled by the administration in two ways:
 - 1. On the referring teacher's preparation time with the teacher's consent.
 - 2. Mandatory after school.

Every effort shall be made to schedule initial IEP's and annual reviews so that all parties involved can easily attend the meetings. Meetings held after school shall begin within fifteen minutes after teacher dismissal time; unless a member of the bargaining unit is not present.

The administrator will log in the time the IEP begins and ends during after school meetings.

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 2, 3, 5, 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 1, 4, 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.

At the expiration of a leave of absence, 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 employ of the district.

1. Advanced study -

The Board of Education will grant a leave of absence of 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.

2. 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 immediate family, without pay but with increment. ("Immediate family" is defined under the section on Sick Leave). Sufficient proof that such leave is necessary, such as certification by attending physician, may be required by the superintendent before such leave will be granted.

3. 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.

4. 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 (ex.: teaching in governmental programs as a foreign exchange teacher).

5. Maternity leave -

- a. The Board of Education will grant a maternity leave of absence without pay upon written request for such leave and proper certification of pregnancy from a qualified physician.

- b. No teacher may continue employment after the 6th month of pregnancy without a favorable medical report from a qualified physician. A teacher will furnish a written opinion from a medical doctor as evidence of the time that pregnancy has existed. The physician's statement also must specify the expected delivery date and must further specify the date until which, in the physician's opinion, the teacher can continue full time employment in her position, without either (1) danger to the teacher's health or that of the child, or (2) impairment in any way of the teacher's ability to perform her duties. If, after permission to continue employment is given, the Superintendent of Schools has evidence of a significant change in the teacher's ability to perform her professional duties, he may require additional medical reports from the teacher's physician and the school physician, and may review and rescind his earlier grant of permission. In the event of conflict between the statements of the two physicians, the school physician and the employee's physician will agree upon a third physician to submit a report to the Board and the teacher and the decision of the third physician shall control. A teacher while on maternity 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.
- c. Within seven (7) weeks after delivery the teacher shall provide the Superintendent of Schools with a statement from her physician specifying the date when, so far as the health of the teacher herself is concerned and without respect to any aspect of care and feeding of the child, the teacher is able to resume full time employment in her position without danger to the teacher's health and without impairment in any way to the teacher's ability to perform her duties. The date of resumption of employment of the teacher shall be the date specified by the teacher's physician.
- d. Consistent with the Elliot-Larsen Act, the teacher may apply sick leave days to her maternity leave, provided this number does not exceed the number of sick leave days to which she is entitled when her maternity leave begins.
- e. The Board reserves the right, at its option and expense, to have the teacher examined by a physician designated by the Board with respect to the proper ending date of the leave as set forth in sub-section "c" above. The teacher will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Board designated physician will provide the Board and the teacher with a statement specifying the same information as that required from the teacher's physician as described in sub-section "c" above. In the event of conflict between the statements of the two physicians, the school physician and the employee's physician will agree upon a third physician to submit a report to the Board and the teacher and the decision of the third physician shall control.
- f. It is agreed that failure of any teacher to comply with any of the foregoing requirements shall be just cause for termination of her services. Prior to the termination of services and if requested by the teacher a hearing before the Board will be granted allowing the teacher and Federation to present their case. Requests for a hearing must be made within five (5) days of notification of termination of services.
- g. If any part of this maternity leave section is ruled void, illegal or unconstitutional as a result of a court decision or legislative act, the Board and the Federation will renegotiate those parts of the maternity leave affected. In the event that any provision of this section is found to be contrary to law all other provisions of this agreement shall continue in effect.

6. Child care leave -

- a. The Board of Education shall grant a child care leave of absence, without pay upon a written request for such a leave and proper certification of pregnancy from a qualified physician. Such leave will not be counted as credit toward steps on any salary schedule. Seniority will not be accrued on a child care leave.
- b. No teacher may continue employment after the sixth month of pregnancy without a favorable medical report from a qualified physician. A teacher will furnish a written opinion from a medical doctor as evidence of the time that pregnancy has existed. The physician's statement must also specify the expected delivery date and must further specify the date until which, in the physician's opinion, the teacher can continue full time employment in her position, without either (1) danger to the teacher's health or that of the child's, or (2) impairment in any way of the teacher's ability to perform her duties. If, after permission to continue employment is given, the Superintendent of Schools, has evidence of a significant change in the teacher's ability to perform her professional duties, he may require additional medical reports from the teacher's physician and the school physician, and may review and rescind his earlier grant of permission. In the event of conflict between the statements of the two physician's, the school physician and the employee's physician will agree upon a third physician to submit a report to the Board and the teacher and the decision of the third physician shall control.
- c. The child care leave will begin on the date set by the physician under (b) and will end at the beginning of the first school year following the birth of the child. Upon Board approval the leave may be extended for an additional school year. The teacher shall specify her election as to the ending date of child care leave in her application for such leave. Such election may not hereafter be changed without the written consent of the superintendent.
- d. Upon expiration of child care leave, the teacher will be returned to a position in the school district for which she is qualified, at the salary schedule step for which she is eligible when she left on leave.
- e. A teacher who suffers an interrupted pregnancy, stillbirth, or the death of any child for whom she received child care leave, may upon application to the superintendent be returned to service after appropriate medical certification by her doctor or school physician, prior to the regular child care leave granted, if a position for which she is qualified is available.
- f. In the event that a member of the bargaining unit with tenure status legally adopts a child, child care leave may be requested and granted.
- g. It is understood that the maternity leave and child care leave are considered as two separate leaves and that the employee must make her decision as to whether she wants one or the other at the time of submitting her application. It is further understood that after the dates set and certified by the physician as to the date as to which the teacher can no longer continue full time employment, employees seeking child care leave will not be entitled to sick leave days either during pregnancy or after the birth of the child. They will, of course, be entitled to other privileges provided under the child care leave provisions.

7. Military leave -

A tenure teacher who may enlist for one (1) period of 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 will be on leave of absence with pay after severance of teacher duties during the first twenty (20) teaching days after severance.

8. Travel experience -

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

9. Federation position -

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

10. Sick leave -

- a. A teacher covered by this agreement will accumulate one and 2/5ths day of sick leave allowance, as defined herein, for each month the teacher receives pay in his regular yearly position but not to exceed fourteen (14) days per year. Unused sick leave days will accumulate and be designated as "accumulated sick leave allowance". When sick leave is exhausted, a teacher will not accrue any more days unless working. A teacher's absence will be chargeable to his accumulated sick leave allowance. A teacher while on sick 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. Sick leave will be advanced at the beginning of the school year. A deduction will be made from a teacher's final salary check for sick leave used in excess of earned sick leave if a teacher's employment is terminated prior to the end of the school year.
- c. The superintendent, or if 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 accumulated sick leave days will be given to all teachers with the first pay period in October.
- e. No deduction in pay will result from absence from duty while a teacher is on sick leave until his absence exceeds his sick leave allowance.
- f. Upon proper notice, indicating the cause, a teacher's absence, due to the following, may be charged against sick leave:
 1. Absence occasioned by a teacher's illness or injury;
 2. 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.

3. Personal business leave:

- a. A teacher may use three (3) days of his accumulated sick leave allowance annually for his personal business without question (except for outside employment).
- b. A personal business day is provided for the teacher to take care of personal business that is difficult to be taken care of outside of the regular school day.
- c. Permission must be obtained from the superintendent when the absence will immediately precede or follow a vacation, holiday, (legal school holiday will be defined in the annual school calendar), institute and during the first and last week of a semester. If the superintendent is not available, permission may be obtained from the building principal.
- d. A teacher will be given release time to address an educational or civic group without loss of a personal leave day with the approval of the superintendent.

4. 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 sick leave accumulation. The teacher shall give five (5) days notice to his administrator.

- g. Sick 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 sick leave allowance 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 sick leave. A teacher who is absent because of illness will indicate if the absence was due to personal illness or family illness.
- i. A teacher will not accumulate sick leave during any month in which the teacher receives pay for less than the majority of the scheduled working days in that month.
- j. Managed Sick Leave Program: (Save Harm Clause)

The Federation agrees to replace the Catastrophic Sick Bank with a Managed Sick Leave program mutually agreed coverage by the superintendent and Federation by November 10, 1975. The Board reserves the right to name the carrier. The Federation is guaranteed a save harmless clause.

The Board and the Federation agree to eliminate the Catastrophic Sick Bank as an enforceable provision of this contract, for monetary claims against the Board in regard to payments received by the teacher from the carrier providing the short term/long term sick leave benefits.

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

The procedural, fringe and seniority benefit provisions of the Catastrophic Sick Bank, which have been used as reference when the Save Harm Clause has been evoked, will remain in effect.

1. A teacher must work a minimum of thirty (30) days before becoming eligible for benefits and eligible to participate in the Catastrophic Sick Bank.
 2. A part-time teacher may contribute and share in benefits on a pro-rated basis.
 3. A teacher may draw upon the Sick Bank only after his sick leave credits have been exhausted and after the expiration of a ten (10) day waiting period for which no payment will be made; provided, that the ten (10) day waiting period will be waived in the event a student assault has caused the teacher to be absent.
 4. The maximum days a teacher may draw is two hundred (200). In order for a teacher to be eligible again after using the maximum benefits, he must work for two hundred (200) days (counting from the date he commenced receiving benefits in the event his absence is not continuous).
 5. Each separate period of absences must be preceded by the ten (10) day waiting period.
 6. A teacher may not use the Catastrophic Sick Leave Bank for pregnancy.
 7. A teacher making a claim under the provisions of this plan must be under the care of a physician and provide written proof.
 8. In case of a dispute between the school district physician and the teacher's doctor concerning the fitness of a teacher to return to work or to be eligible to the benefits of this plan, the resources of a mutually agreed upon third party will be made available.
 9. All claims granted under the provisions of this plan must have prior approval of the bargaining agent.
 10. Whenever the Catastrophic Sick Bank has been reduced to two hundred (200) or less sick days, each participating teacher will contribute one (1) day of his sick leave days to the Bank and the Board will contribute one (1) day for each teacher who contributes.
 11. A certified employee who instructs students more than one-half (1/2) of his working day, will be eligible to participate in the Catastrophic Sick Bank if he pays the Federation dues or service fee.
 12. Hospitalization and group life insurance premiums will be paid by the Board for three (3) months following the use of all sick leave days to which the teacher is entitled.
 13. Long Term Disability Sick Leave - See Long Term Disability Section.
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 physically and/or mentally to 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 the sick leave and Catastrophic Sick Bank provisions of this contract to the full extent after which an extended leave of absence for personal illness will be granted.
 - 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) days as funeral leave days, not to be deducted from sick leave, for a death in the teacher's immediate family. "Immediate family" will be defined in this Article under 10 (f) (2), plus brother and sister.
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 increment, or seniority to a teacher wishing to seek an alternative career outside the field of education. Seniority will be the basis for awarding. Employment, during the leave, in the field of education will result in disciplinary action. Applications must be received no later than March 15th for Board consideration.

F. CLASS SIZE

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

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

1. The kindergarten classes will be held within a range of 25-31 with an overall class average between 28 and 29 students.
2. The 1-6 classes will be held within a range of 26-31 for the 1 through 3 and 26-32 for the 4 through 6 with an overall class average per building between 29 and 30 students except in the areas of chorus and band.
3. In cases where split classes are unavoidable, the class size will be held within a range of 20-26 students.
4. All secondary classes will be held 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.

In cases where the upper limit of the range is exceeded, prompt action will be taken to find a solution. The upper limit of the range may be exceeded by mutual consent of the teacher and administrator or in cases of experimental programs, et cetera.

During the school year, special efforts will be made to equalize class counts in similar areas (example - 6th grade, Basic Math, Typing I, Advanced English, etc.)

ARTICLE IX

SALARY AND OTHER PAY BENEFITS

- A. Consideration of outside classroom teaching experience on the salary schedule shall only be given for actual work experience in the field of education but the salary step which shall be no greater than work experience will be at the discretion of the Board.
- B. After commencement of school, if a teacher earns credit, before January 31st, that entitles him to additional salary, according to the salary schedule, he will receive the additional salary at the termination of the school year, retroactive to February 1st of that year.
- C. A teacher (including counselors) may substitute only during his designated preparation period. The rate of pay will be based upon a rata portion of the teacher's salary (Ex.: 7.25 hours per day times 200 days equals 1,450 hours, divided into his base annual salary).

A preferred substitute shall be offered a limited contract after fifteen (15) consecutive days in the same assignment and a substitute shall be offered a limited contract after thirty (30) consecutive days in the same assignment. He/she will be given Form A or B of Article VIII to sign. If the employee signs either form, then the substitute will be given a limited contract and placed on the first step of the salary schedule commensurate with his/her education. A preferred substitute will be given a limited contract and placed on the salary schedule commensurate with his/her seniority and education.

The duration of the limited contract shall be for the time of the absence of the teacher, 90 days, or when the position is contractually vacant whichever is sooner but not to extend beyond the end of the current school year. A substitute on a limited contract will then be a teacher for the duration of the limited contract and have all rights and privileges for the purpose of computing all benefits referred to in this agreement except as here stated.

A teacher on limited contract will not be entitled to the following:

- 1. Article VIII, E, 1, 2, 3, 4, 5-1, 7, 8, 9, 10-j, (will not contribute to or benefit from 12, 14)
- 2. Article VIII, B, 3
- 3. Article XVIII
- 4. Article VIII, B, 1

All teachers receiving a limited contract will be given consideration in applying for openings in the system. All teachers receiving a limited contract will be treated as probationary teachers for Tenure purposes.

- D. Salary Schedules for the 1996/97 - 1998/99 school years:

NOTE: To receive permanent credit on the salary schedule for 10, 20 or 30 hours of credit beyond the MA Degree - hours earned must be in (1) field of teaching, (2) in education, or (3) in major or minor field of specialization. For additional credits beyond the MA Degree to be valid, they must be taken after the Master Degree is granted, or be recognized as valid graduate education credits by certifying institution and have not previously been counted for pay.

Credits applied towards a degree must qualify on a planned program approved by the University. Credits applicable to one degree for pay will not be considered applicable to a further degree for pay until the degree is granted.

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

The Board and Federation agree to the following salary schedule and pay concepts.

1. A three year contract beginning with the 1996/97 school year and including the 1997/98 and 1998/99 school years. The tenth (10th) step on the current salary schedule (1995/96) will be increased by three (3) percent. After that three (3) percent increase has been calculated, the steps for the 1996/97 contract will be equal increments from step one (1) through step ten (10). Those increments will be established by subtracting the amount of step one (1) on the 1995/96 salary schedule from the amount of step ten (10) on the 1996/97 salary schedule. That difference will be divided by nine (9) and that quotient (rounded to the nearest dollar) will be added to each step beginning with step one (1). Once the new salary schedule is established, the steps one (1) through nine (9) will not change for the contract years 1996/97, 1997/98, and 1998/99.

Step ten (10) for the 1996/97 salary schedule will be determined by increasing step ten (10) on the 1995/96 salary schedule by three (3) percent.

Step ten (10) for the 1997/98 salary schedule will be determined by increasing step ten (10) on the 1996/97 salary schedule by three (3) percent.

Step ten (10) for the 1998/99 salary schedule will be determined by increasing step ten (10) on the 1997/98 salary schedule by three (3) percent.

2. Beginning with the 1998/99 school year, pay for hours earned beyond the BA degree will only be awarded upon completion of the following degrees: MA, 2nd MA, Ed S, or Ph D. Teachers currently being paid for intermediate degree levels (i.e. $\frac{1}{2}$ MA, MA + 10, $\frac{1}{2}$ Ed S, $\frac{1}{2}$ 2nd MA, MA + 20, or MA + 30) will have until the start of the 1998/99 school year to earn additional credit to advance to a new degree level. Failure to advance to a new degree level will result in the teacher's pay being established for the 1998/99 school year by the highest full degree you have earned by the start of the 1998/99 school year.
3. The two (2) exceptions to subsection 2 above will be as follows. Teachers who will be on step fifteen (15) or more at the beginning of the 1998/99 school year will be grandfathered for degree levels $\frac{1}{2}$ MA and MA + 30. This provision will not be available for any teacher at the fourteenth (14th) step or less.
4. Beginning with the 1996/97 salary schedule, two (2) additional longevity steps will be added to the salary schedule: one (1) step for teachers with twenty (20) or more years service to the Melvindale-NAP Public Schools and a second step for teachers with twenty-five (25) or more years service to the Melvindale-NAP school district.

(SEE APPENDIX D FOR SALARY SCHEDULES)

E. Extra Contractual Pay Schedule 1996-1999
(SEE APPENDIX E)

1. A coach will be paid longevity at the rate of \$20.00 per year, to a maximum of \$200.00, commencing with the second year of coaching a particular sport.
2. Athletic supervision will be based on a posted district-wide bid list with rotation by athletic seasons. Placement on the list will be based upon seniority and qualifications.
3. 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.
4. The following activities are to be paid on a prorated basis of the teacher's salary. Prior approval of the activity and its scheduled time must be obtained from the person in charge.
 - a. Counseling (Saturday test program) - except when financial arrangements are made by an outside agency.
 - b. IEP meetings that extend beyond the regular working day.
5. A teacher who is entitled to remuneration under items 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). A teacher who is entitled to remuneration under items E-9 A-E will be paid on regular pay dates (payroll schedule).
6. Coaching salaries will be paid on the pay date following the completion of each sports season in a separate check or as a double deduction on a regular paycheck.
7. In instances where released time is provided as in Debate, Student Council, etc., the remuneration is for time spent above and beyond the released time.
8. 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.
9. The following will be paid a salary per hour as provided in this agreement.
 - a. Summer School Teachers
 - b. Driver Training Instructors
 - c. Certified Adult Education Instructors
 - d. Federal Program Instructor (unless modified by the Federal Law or Regulation)
 - e. Seventh Hour Study Hall Teachers

The extra contractual hourly pay scale will be as follows:

1996-97	18.04
1997-98	18.58
1998-99	19.14

10. A teacher who is entitled to remuneration under Appendix E and 10 supra will be paid on a bi-weekly basis with one (1) week held in reserve.

11. 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.
12. List of clubs as approved by the superintendent:
 - a. Melvindale High School (not to exceed 20 clubs)
 - b. Strong Junior High School (not to exceed 10 clubs)
13. Rates of pay and classification of new positions or functions related to instruction must be negotiated before positions can be filled.
14. All items in Article IX. E. 16 will have the option of being paid as a 0-9 pay split on a regular paycheck. Teacher will select said option upon application for extra contractual remuneration.

F. Mileage Allowance

Regular duty will be reimbursed at a rate of twenty-five cents (25) per mile. For longer distance driving, a rate of twenty-two cents (22) per mile will be made.

G. Severance Pay

Each teacher who has been employed by the board for 15 years or more and who is qualified under the Michigan School Employees Retirement system for retirement shall be eligible for severance pay upon leaving the district. Such severance pay shall be based on one-half (1/2) of unused sick leave days earned since September 1, 1965.

For severance purposes, accumulated sick leave allowances earned between September 1, 1965 and August 31, 1986, will be computed at the 1985-86 rate of pay for each individual teacher and will remain at the level.

Commencing on September 1, 1986, the accumulated sick leave allowance will be computed and added to the teacher allowance at the rate of pay for that year.

Sick days used will be deducted from the current year allowance. After the current year allowance is exhausted, additional sick days will be deducted from the next most recent year.

Commencing after September 1, 1986, unused sick leave days will continue to accumulate but only one hundred (100) additional days at half pay shall be added to whatever allowance had been accumulated and computed up to August 31, 1986 for severance purposes.

In the event of death of a teacher who meets the above criteria for severance, his beneficiary shall be paid the severance due based on the above formula.

Severance will be paid the first pay in January. A teacher shall notify the district by the preceding August 20 of his intention to collect severance in January.

This article shall remain in effect for all teachers employed by the Melvindale-Northern Allen Park Public School District prior to June 14, 1996. Teachers hired after June 14, 1996 shall not participate in the Severance Pay provision.

H. Sick Pay Incentive

On the first day of each new school year, each teacher shall receive an amount of money equivalent to eight (8) times the currently established base rate of substitute pay. (Example: if the currently established base rate of substitute pay is \$60.00 per day, each teacher shall receive a check for 8 times \$60.00 or \$480.00).

The first eight (8) times a teacher is absent during the upcoming school year (excluding approved school business or funeral leave), an amount equal to the currently established base rate of substitute pay shall be deducted from his/her pay check to repay the district. In the event that a teacher is absent more than two (2) times during a pay period, the maximum amount of repayment shall not exceed two (2) times the currently established base rate of substitute pay and the remaining repayment owed shall be carried over to the next pay period. At no time (except during the last pay period of the school year) shall a teacher repay more than 2 times the currently established base rate of substitute pay.

This provision, Sick Pay Incentive, does not alter other provisions in the contract referring to accumulation of unused sick days.

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 instructors 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, can not 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.

- a. 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:
 1. Where a complaint is being processed, at the initiation of the teacher through other legal procedures. (Example: Teacher Tenure Act).
 2. Any matter stated in this contract in which the Board's decision is final.
- b. 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.
- c. 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.
- d. Expedited arbitration.
 1. 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.
 2. The fees and expenses of the arbitrator shall be shared equally by the parties.
 3. 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 concerned teacher, 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 thereunder 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. In the middle and secondary schools, a student who physically assaults a teacher shall not be returned to that classroom until, in the opinion of the teacher or the Board, it would not be detrimental to the normal classroom situation. In the elementary schools, a student who physically assaults a teacher shall be suspended for three (3) days, with review of the effect on the normal classroom situation by the Board at the next regularly scheduled meeting. If the teacher fails to pursue the matter to the Board level, it will be left to the discretion of the principal.
- D. 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.
- E. 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.
- F. If an action, civil or criminal, is instituted by a student against a teacher by reason of an act or acts committed by the teacher on school property and arising out of and in the course of the teacher's employment, and if requested, the Board will select and provide legal counsel to assist the teacher in his defense, provided the Board first determines that the teacher did not violate the rules, regulations or policies of the school district. The Board's determination is final.

ARTICLE XIII

CONTINUITY OF OPERATIONS

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

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

ARTICLE XIV

WAIVER CLAUSE AND AMENDMENTS

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

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

**ARTICLE XV
VETERANS RIGHTS**

Veterans 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
MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
TEACHER'S SCHOOL CALENDAR 1996-97

1996

August 26	Staff Reports for Beginning of School Year Professional Development Day - Afternoon
August 27	Professional Development Day - Morning
August 28	Students Report for Beginning of School Year
August 30	School Closed - Labor Day Recess
September 2	Labor Day
September 3	Classes Resume
October 11	Professional Development Day - Afternoon
October 25	Record Day (K-5) - Afternoon End of 1 st Marking Period
November 6	Teacher/Parent Conference - Elementary/Jr. High Evening
November 7	Teacher/Parent Conference - High School Evening
November 8	Teacher/Parent Conference - Staff May Leave - Afternoon
November 27	School Closed at End of Day - Thanksgiving Recess
November 28	Thanksgiving
December 2	Classes Resume
December 20	School Closed at End of Day - Holiday Recess
December 25	Christmas

1997

January 1	New Year's Day
January 6	Classes Resume
January 16	Record Day (K-5) - Afternoon
January 17	Record Day (K-5) - Afternoon End of 2 nd Marking Period
February 14	School Closed at End of Day - Winter Recess
February 24	Classes Resume
March 27	Record Day (K-5) - Afternoon School Closed at End of Day - Spring Recess End of 3 rd Marking Period
March 28	Good Friday
March 30	Easter
April 7	Classes Resume
April 16	Teacher/Parent Conference - Elementary/Jr. High Evening
April 17	Teacher/Parent Conference - High School Evening
April 18	Teacher/Parent Conference - Staff May Leave - Afternoon
May 2	Professional Development Day - Afternoon
May 23	Record Day (K-5) - Afternoon School Closed at End of Day - Memorial Day Recess
May 26	Memorial Day
May 27	Classes Resume
June 6	End of 4 th Marking Period
June 11	Record Day (K-5) - Afternoon
June 12	Record Day (K-12)
June 13	Record Day (K-12)

**MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
TEACHER'S SCHOOL CALENDAR 1997-98**

1997

August 25	Staff Reports for Beginning of School Year Professional Development Day - Afternoon
August 26	Professional Development Day - Morning
August 27	Students Report for Beginning of School Year
August 29	School Closed at End of Day - Labor Day Recess
September 1	Labor Day
September 2	Classes Resume
October 10	Professional Development Day - Afternoon
October 24	Record Day (K-5) - Afternoon End of 1 st Marking Period
November 5	Teacher/Parent Conference - Elementary/Jr. High Evening
November 6	Teacher/Parent Conference - High School Evening
November 7	Teacher/Parent Conference - Staff may Leave - Afternoon
November 26	School Closed at End of Day - Thanksgiving Recess
November 27	Thanksgiving
December 1	Classes Resume
December 19	School Closed at End of Day - Holiday Recess
December 25	Christmas

1998

January 1	New Year's Day
January 5	Classes Resume
January 15	Record Day (K-5) - Afternoon
January 16	Record Day (K-5) - Afternoon End of 2 nd Marking Period
February 6	Professional Development Day - Afternoon
February 20	School Closed at End of Day - Winter Recess
March 2	Classes Resume
March 13	Professional Development Day - Afternoon
March 27	Record Day (K-5) - Afternoon End of 3 rd Marking Period
April 7	Teacher/Parent Conference - Elementary/Jr. High Evening
April 8	Teacher/Parent Conference - High School Evening
April 9	Teacher/Parent Conference - Staff May Leave - Afternoon School Closed at End of Day - Spring Recess
April 10	Good Friday
April 12	Easter
April 20	Classes Resume
May 22	Professional Development Day - Afternoon School Closed at End of Day - Memorial Day Recess
May 25	Memorial Day
May 26	Classes Resume
June 5	End of 4 th Marking Period
June 10	Record Day (K-5) - Afternoon
June 11	Record Day (K-12)
June 12	Record Day (K-12)

**MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
TEACHER'S SCHOOL CALENDAR 1998-99**

1998

August 31	Staff Reports for Beginning of School Year Professional Development Day - Afternoon
September 1	Professional Development Day - Morning
September 2	Students Report for Beginning of School Year
September 4	School Closed at End of Day - Labor Day Recess
September 7	Labor Day
September 8	Classes Resume
October 16	Professional Development Day - Afternoon
October 30	Record Day (K-5) - Afternoon End of 1st Marking Period
November 11	Teacher/Parent Conference - Elementary/Jr. High Evening
November 12	Teacher/Parent Conference - High School Evening
November 13	Teacher/Parent Conference - Staff May Leave - Afternoon
November 25	School Closed at End of Day - Thanksgiving Recess
November 26	Thanksgiving
November 30	Classes Resume
December 18	School Closed at End of Day - Holiday Recess
December 25	Christmas

1999

January 1	New Year's Day
January 4	Classes Resume
January 21	Record Day (K-5) - Afternoon
January 22	Record Day (K-5) - Afternoon End of 2 nd Marking Period
February 5	Professional Development Day - Afternoon
February 12	School Closed At End of Day - Winter Recess
February 22	Classes Resume
March 12	Professional Development Day - Afternoon
April 1	Record Day (K-5) - Afternoon End of 3 rd Marking Period School Closed at End of Day - Spring Recess
April 2	Good Friday
April 4	Easter
April 12	Classes Resume
April 21	Teacher/Parent Conference - Elementary/Jr. High Evening
April 22	Teacher/Parent Conference - High School Evening
April 23	Teacher/Parent Conference - Staff May Leave - Afternoon
April 30	Professional Development Day - Afternoon
May 21	Record Day (K-5) - Afternoon School Closed at End of Day - Memorial Day Recess
May 24	Memorial Day
May 25	Classes Resume
June 11	End of 4 th Marking Period
June 17	Record Day (K-5) - Afternoon
June 18	Record Day (K-12)

ARTICLE XVIII

REDUCTION IN PERSONNEL - FOR LAYOFF ONLY

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

- A. Before official action is taken on the adjustment or reduction of staff, the Board will discuss the contemplated adjustment or reduction with the Federation. The Federation will be given at least a ten (10) day notice of the discussion.
- B. In the event that reductions in staff are still required, then all such reductions shall be accomplished by terminating staff with the least seniority as that term shall be defined by this agreement. The procedure for reduction shall be as follows:
 1. Specially-certificated 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. All possible bumped positions with required certification.
- 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 XIX section H. 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.

1. If a teacher holds more than one (1) valid Michigan Teaching Certificate, he will be allowed to exhaust each in all areas.

2. For the purposes of staff adjustments and procedures described in this Article, State of Michigan definition of certification for subject areas in grades kindergarten through eight will be the sole definition used. In grades nine through twelve this provision will also apply except in cases where standards for North Central accreditation will be jeopardized in which case the Board will obtain a written statement from North Central that accreditation standards are in jeopardy. In the event that a teacher does not meet North Central requirements in his subject area, he will be allowed time to meet the North Central requirements and retain his teaching positions; however, all work in this respect must be completed by August 15, prior to the opening of the district schools unless the North Central Association standards will allow deviation in this respect.

- C. State laws 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 XIX.

- 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, Section H, provided, however, a laid-off teacher may only reject a position for which he is certified but not qualified (as per most recent posting). Rejection of a position for which a laid off teacher is certified and qualified will be treated the same as a failure to respond. Failure to respond within the ten (10) day period will end the employee's seniority rights, except that a teacher who is sick shall notify the Board of his intent to return as soon as possible and, from the date of his notifying the Board, shall be deemed to be on sick leave. A substitute shall be hired in his place until he returns from sick leave. A substitute position of this nature shall be offered first to any remaining teachers who are yet laid off.
- F. No new teacher shall be hired in a subject area until all laid off teachers from that subject area have been recalled or decline the opening.
- G. No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas, who may be qualified and who possess the necessary certification, are recalled or decline the opening.
- H. Layoff means removal from the payroll with no employment rights, other than retention of seniority status and recall rights as noted above. Such rights shall extend through the duration of this Contract.
- I. "Seniority" shall be defined as total years of contracted service to the Melvindale-Northern Allen Park School District computed from the first day they reported for work. Part-time contractual

employment, and substituting while on layoff shall not interrupt years of service and shall be prorated. Laid off contracted teachers on the preferred substitute list shall accrue seniority for each day worked as a substitute as per Article XIX, 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 may request to 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, reasonably qualified teacher on the preferred list not already holding a limited contract position, in order of seniority.

All teachers on the preferred substitute list will be eligible for the following benefits:

Fifty-five (\$55.00) dollars pay for each of the first twenty-five (25) days worked as a substitute not under limited contract. Sixty (\$60.00) dollars pay for each succeeding day worked as a substitute not on limited contract. Each teacher on the preferred substitute list will begin at \$55.00 per day at the beginning of each school year.

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

If a substitute is available for 5-day-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 was needed to substitute shall be awarded 200 days seniority in that school year. Under no circumstances shall any teacher accrue more than 200 days of seniority for one school year.

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

ARTICLE XIX TEACHER EVALUATION

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

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

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

All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. At least one week's notice shall be given prior to formal evaluation observation. Such formal observation shall be made in person by the evaluator for a minimum of at least 30 consecutive minutes but not less than one class period. The evaluator shall provide an observation report to the teacher within twenty-four (24) hours of an observation on a form which is agreed to by the Federation. If the evaluator is of the opinion that the performance of the teacher is lacking, such difficulties will be specifically noted in the observation report. Within five (5) days of noting such specific difficulties, the evaluator shall in writing identify specific difficulties. Upon noting difficulties and identifying ways and/or means of improvement; it shall be the evaluator's responsibility to provide positive assistance to rectify the difficulties. If areas of difficulty are noted, additional observations shall be made in the same manner as the initial observation. Reports of such observations shall address the difficulties previously noted and indicate assistance provided, as well as the teacher's progress in rectifying the concerns expressed. Within five (5) days of such report either the evaluator or the teacher may request a conference to review the report. Such conference will be held within five (5) days of such request. At the time of such conference or if no conference is requested within twenty (20) days of the observation report, a teacher may submit a response to the report. Any written response will be attached to the observation report in any file maintained by the Board. The right of the teacher to request Federation representation in any conference with an evaluator to review the noted difficulties and/or the teacher's progress in resolving those difficulties is expressly recognized, as is the right to submit a grievance for violation of this Article by the Board.

No person other than a designated evaluator as provided above, shall be permitted to evaluate the work performance of any individual within the Bargaining Unit. Any complaint against a teacher by any person, including any parent or student, must be brought to the attention of the teacher forthwith. No such complaint shall be utilized in any way in the evaluation process provided in this Article unless the teacher has been previously provided a copy of such complaint in writing and been notified of the evaluator's intention so to use. Test results of the academic progress of students, including success rate as to program or performance objectives as provided in the School Code, Special Education Code and Vocational Education Code, shall not be utilized to evaluate any teacher under this Article.

No teacher employed more than two (2) years, including all those with tenure pursuant to the State Teachers Tenure Act, shall be evaluated more than once every third year, unless such teacher requests to be evaluated or received written notice of specific concerns with his work performance 60 days prior to the

formal evaluation observation, without the prior agreement of the Federation. All formal evaluations must be at least forty-five (45) days apart.

All teachers employed less than two years, except teachers granted tenure after one year, shall be formally evaluated at least once each semester with such evaluations being at least forty-five (45) days apart.

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

Enforcement Clause

The Board and Federation agree that if the negotiated evaluation instrument, duties, responsibilities and/or criteria referred to in paragraph I of Article XX, and necessary for full implementation of Article XX, is not in effect and ready for use by the Board by March 31, 1987, this entire Article (XX) will not be enforceable in whole or in part by either the Federation or the Board, except for this clause.

It is also recognized that the Board will retain its former right to use any instrument and method to evaluate teachers, if approved by the Board at a public meeting.

ARTICLE XX DISCIPLINE OF TEACHERS

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

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

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

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

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

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

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


ARTICLE XXI
DURATION OF CONTRACT

This agreement will become effective August 26, 1996, and will continue in force and effect June 30, 1999. However, at anytime during this agreement, a duly authorized representative of the Melvindale-Northern Allen Park Board of Education or a duly authorized representative of the Melvindale Federation of Teachers may request a meeting to discuss the contents of the contract. The results of that meeting may in fact result in changes of the contract with agreement between the Melvindale-Northern Allen Park Board of Education and the Melvindale Federation of Teachers.

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

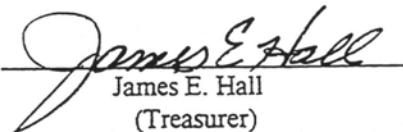
Dated: May 20, 1996

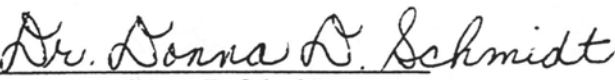
MELVINDALE FEDERATION OF
TEACHERS; LOCAL 1051
AFT, AFL-CIO

By: 
Dr. Robert Van Valkenburg
(President)

BOARD OF EDUCATION
MELVINDALE-NORTHERN
ALLEN PARK PUBLIC SCHOOLS

By: 
JoAnn Barnett
(President)

By: 
James E. Hall
(Treasurer)

By: 
Dr. Donna D. Schmidt
(Superintendent)

APPENDIX A

SHORT TERM/LONG TERM DISABILITY INSURANCE POLICY

ADMINISTRATORS AND TEACHERS
MELVINDALE-NORTHERN ALLEN PARK SCHOOLS
MELVINDALE, MICHIGAN

*Certificate of
Insurance*

**LONG TERM
INCOME
PROTECTION**

administered by National Insurance Services

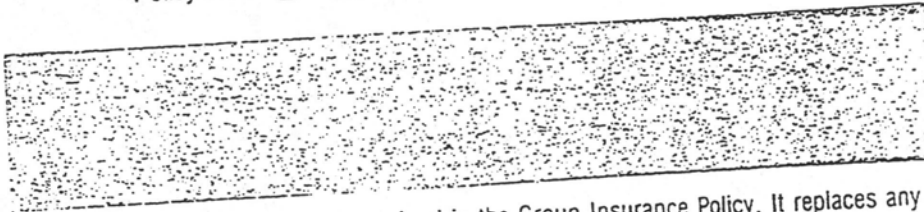
MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Mailing Address: P.O. Box 5008, Madison, Wisconsin 53705

(HEREIN CALLED THE COMPANY)

Certifies that it has issued the group insurance policy shown below and that, subject to the terms of that policy, the named employee is insured for the benefits described in this Certificate. The initial coverage shown in the Schedule of Benefits is the coverage in effect on the certificate date if the employee is in active service on that date; otherwise, upon his or her return to active service.

Policyholder: TRUSTEE OF NATIONAL INSURANCE SERVICES



This Certificate will in no way void any of the terms contained in the Group Insurance Policy. It replaces any and all certificates and certificate riders issued for the above named employee under the policy referred to herein.

President

SECTION I — DEFINITIONS

"Active service" means you must be working:

1. for the employer on a permanent full-time basis and paid regular earnings;
2. at least 30 hours per week unless otherwise specified in the Schedule of Benefits; and either
3. at the employer's usual place of business; or
4. at a location to which the employer's business requires you to travel.

You will be deemed to be in active service on each day of a regular paid vacation or on a regular nonworking day on which you are not disabled if you were in active service on the last preceding regular working day.

"Basic monthly earnings" means your monthly rate of earnings from the employer in effect immediately prior to the date total disability begins. It does not include bonuses, overtime pay and extra compensation.

"Company" means Madison National Life Insurance Company, Inc.

"Disability benefits," when used with the term retirement plan, means money which:

1. is payable under a retirement plan due to disability as defined in that plan; and

2. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the disability had not occurred. (If the payment does cause such a reduction, it will be deemed a retirement benefit as defined in this certificate.)

"Eligibility date" means the date you become eligible for insurance under the policy. Classes eligible are shown in the Schedule of Benefits.

"Elimination period" means a period of consecutive dates of total disability for which no benefit is payable. The elimination period is shown in the Schedule of Benefits and begins on the first day of total disability.

"Employee" is as defined in the Schedule of Benefits.

"Employer" means any employer who:

1. executes a Joinder Agreement with the Trustee of National Insurance Services; and
2. designates the Trustee as the entity to act as policyholder for it in conjunction with providing benefits described in the policy.

SCHEDULE OF BENEFITS

FOR

ADMINISTRATORS AND TEACHERS
MELVINDALE-NORTHERN ALLEN PARK SCHOOLS
MELVINDALE, MICHIGAN

CARRIER ID NUMBER: 1067

GROUP EFFECTIVE DATE: AUGUST 1, 1996

Monthly Benefit	Age at Disablement	Duration of Benefits	Elimination Period
<hr/>			
70% of Monthly Earnings for the First Year	61 or younger	To age 65	45 Consecutive Calendar Days
	62	3½ years	
	63	3 years	
	64	2½ years	
60% of Monthly Earnings Thereafter	65	2 years	
	66	1¾ years	
	67	1½ years	
	68	1¼ years	
	69 or over	1 year	

Maximum Annual Covered Salary: \$85,715

Maximum Monthly Benefit: \$5,000

SPECIAL PROVISIONS FOR THE ADMINISTRATORS AND TEACHERS OF MELVINDALE-NORTHERN ALLEN PARK SCHOOLS:

Eligible Employees: All Active full-time employees of the Employer will be eligible for coverage, excluding in any case, part-time or temporary employees. An employee will be considered full-time if he or she is working 600 hours per year.

For those employees hired after the initial effective date of the group contract, coverage will become effective on the first of the month following the date of hire.

Minimum Monthly Benefit: The Minimum Amount of Monthly Income payment would in no event be less than \$50.00.

Full Maternity Coverage: Normal pregnancy and childbirth is covered as a sickness as defined in the certificate and subject to the elimination period specified on the reverse side of this page. However, the inability of the insured person to engage in her own or any occupation shall not be due to lack of presentability or childrearing.

TC/A3/B/C/D/G/H/L1/M2

Table of Contents To Your Certificate

	Page(s)
Plan Outline	Schedule of Benefits
Definitions	2-3
Basic Benefits	4
Other Income Benefits	A(1) A(2) A(3) or A(4)
Recurrent Disability	B
Rehabilitation	B
Cumulative Elimination Period*	C
Optional Benefits:	
Partial Disability*	D
Survivor Benefit*	E
Specific Loss Benefit*	F
Cost of Living Adjustment*	G
All Sources Maximum Benefit*	I
Daily Indemnity Benefit for Injuries*	J
Presumptive Disability*	O
Residual Disability*	P
Short Term Disability Benefit*	Q
Continuity of Coverage Upon Transfer of Insurance Carriers	H
Exclusions of Limitations:	
General	4-5
Pre-existing Conditions*	K
Mental Illness	L(1), L(2), L(3), L(4) or L(5)
Pregnancy (if applicable)	M(1) or M(2)
Individual Termination	5
General Provisions	5-6

* These optional provisions may or may not be a part of your group plan. You will not have pages in the Certificate for those not part of your group plan.

Other Income Benefits

Other income benefits mean those benefits shown below which are paid or would be paid if the proper claim were filed:

1. The amount for which you are eligible under any:
 - a. Workers' Compensation Law;
 - b. occupational disease law; or
 - c. other act or law of like intent.
2. The amount of any disability income benefits for which you are eligible under any compulsory benefit act or law.
3. The amount of any disability income benefits for which you are eligible under:
 - a. any other group insurance plan of the employer;
 - b. any state or federal government disability or retirement plan; or
 - c. any individual policy for which the employer pays some or all of the premiums.
4. The amount of benefits you are eligible to receive under the employer's retirement plan as follows:
 - a. any disability benefits;
 - b. any retirement benefits.
5. The amount of disability or retirement benefits under the United States Social Security Act, as follows:
 - a. disability or unreduced retirement benefits for which:
 - i. you are eligible; and
 - ii. your spouse, child or children are eligible because of your disability; or
 - iii. your spouse, child or children are eligible because of your eligibility for unreduced retirement benefits; or
 - b. reduced retirement benefits received by:
 - i. you; and
 - ii. your spouse, child or children because of your receipt of reduced retirement benefits.
6. Any amount which you are eligible to receive from the employer for:
 - a. any salary continuation plan;
 - b. commission;
 - c. vacation pay;
 - d. bonus pay;
 - e. any other type of extra pay.
7. Auto insurance based on the principle 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.

Benefits under item 5a. above will be estimated if such benefits:

1. have not been awarded and have not been denied; or
2. have been denied, until such time as the denial is appealed through the final administrative appeals level; or
3. were at one time awarded but are now being denied, until such time as the denial is appealed through the final administrative appeals level.

If benefits have been estimated, the monthly benefit will be adjusted when the Company receives proof:

1. of the amount awarded; or
2. that benefits have been denied at the final administrative appeals level and the denial is not being appealed to the courts.

In the case of 2. above, a lump sum refund of the estimated amounts will be made.

Recurrent Disability

"Recurrent disability" means a disability which is related to or due to the same cause(s) of a prior disability for which a monthly benefit was payable.

A recurrent disability will be treated as part of the prior total disability if, after receiving total disability benefits under this policy, you:

1. return to your regular occupation on a full-time basis for less than six months; and
2. perform all the material duties of your occupation.

Benefit payments will be subject to the terms of the policy for the prior total disability.

If you return to your occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of total disability. You must complete another elimination period.

Successive disability which results from (an) unrelated cause(s) will be deemed to be a continuation of the first disability unless separated by your return to active service for at least one full day.

Rehabilitation

If you are receiving a benefit under the policy, you may enter a rehabilitation program. This program must be supervised by a physician and approved by the Company. While in such a program, you shall be deemed to be totally disabled. The monthly benefit payable, while under such a program, shall be reduced by 50 percent of any income earned by you for work done under the program.

At no time shall the monthly benefit be paid beyond the maximum benefit period.

The monthly benefit will in no event be less than the minimum monthly benefit.

Cumulative Elimination Period

If: (1) during the elimination period, you return to active work at your occupation or any other occupation; and (2) you become totally disabled again from the same or related cause(s); the elimination period shall be determined as follows:

1. If the return to active work is for a total of 10 or less working days: the elimination period shall be counted from the first day of the first period of total disability. The number of days of return to work shall be added to and extend the elimination period by that number of days.
2. If the return to active work is for a total of more than 10 working days: the elimination period shall start over and apply to the new period of total disability.

Partial Disability

"Partial disability" and "partially disabled" mean that:

1. With respect to your regular occupation, you, while unable to perform all the material duties of your regular occupation on a full-time basis, are:
 - a. performing at least one of the material duties of your regular occupation on a part-time basis; or
 - b. performing at least one of the material duties of your regular occupation on a full-time basis.
2. With respect to any other occupation, you, after receiving 24 months of total disability benefits, remain completely unable to perform each of the material duties of your occupation, and are performing the duties of any other gainful occupation for which you are reasonably fitted by training, education or experience.

Eligibility: Subject to the following, the Company will pay partial disability benefits when proof is received that you are partially disabled within 31 days of receiving total disability benefits. The partial disability must result from the injury or sickness that caused total disability.

Partial Disability Benefit: The partial disability benefit will be the amount as computed in the "Monthly Benefit" and "Other Income Benefits" sections of this Certificate less 50 percent of the earnings which you receive while you are partially disabled.

Duration — Regular Occupation: A monthly benefit will continue to be payable while you are partially disabled after you receive 24 months of:

1. total disability benefits; or
2. total and partial disability benefits.

But the monthly benefit will continue only while your partial disability earnings are less than 80 percent of your basic monthly earnings in effect when total disability began. Benefits will cease on the date partial disability earnings equal or exceed this limit.

Duration — Any Other Occupations: After you receive 24 months of total disability benefits, a monthly benefit will be payable while you are partially disabled, but only while your partial disability earnings are less than 70 percent of your basic monthly earning in effect when total disability began. Benefits will cease on the date partial disability earnings equal or exceed this 70 percent limit.

Evidence: The Company may require any evidence needed to verify your earnings and proof of continuing partial disability.

Termination of Partial Disability Benefits: Partial disability benefits will cease on the earliest of:

1. the date you cease to be partially disabled;
2. the date you die;
3. the end of the maximum benefit period;
4. the date you are eligible for benefits under any other group long term disability policy;
5. the date you receive retirement benefits under the employer's retirement plan.

Cost of Living Adjustment

The monthly benefit paid to you after adjustment for other income benefits would be changed yearly in accord with changes in the Federal Consumer Price Index (CPI). The CPI for the first January after the start of payments will be used to figure the change base on which future cost of living changes will be figured. The CPI for each subsequent January will be used to figure the change from the base. These figures will be the sum of all the percentage changes since the base was established. The cost of living feature takes effect: (1) on the March 1 after the January in which the sum of all the changes is 3 percent or more, and (2) only after the monthly benefit has been paid to you for at least 12 months in a row. Once the cost of living feature has gone into effect, it will stay in effect with a change in benefits on each subsequent March 1 based upon the sum of all of the percentage changes in the CPI up to the prior January. A total lifetime maximum increase of 20 percent will be allowed under this provision.

The total payment which is made during any one year period starting March 1 will be: the sum of the original benefits; less any reductions for other income benefits; plus the total amount of cost of living adjustment.

The monthly benefits payable, after all of the above adjustments have been made, may be the minimum monthly benefit shown in the Joinder Agreement. If so, then the cost of living adjustment will be applied to such minimum monthly benefit.

Should the CPI go down, the cost of living adjustment for successive one year periods may reduce the monthly benefit, but such adjustments will never reduce such benefits below the amount which would be payable if this cost of living benefit did not exist.

Continuity of Coverage Upon Transfer of Insurance Benefits

In order to prevent loss of coverage for an employee because of a transfer of insurance carriers, the policy will provide coverage for certain employees as follows:

Failure to be in Active Service Due to Injury or Sickness.

The policy will cover, subject to premium payments, employees:

1. insured with the prior carrier at the time of transfer; and
2. who are not in active service due to injury or sickness.

The benefit payable will be that which would have been paid by the prior carrier had coverage remained in force, less any benefit for which the prior carrier is liable.

Disability Due to a Pre-existing Condition.

Benefits may be payable for a total disability due to a pre-existing condition for an employee who:

1. was insured by the prior carrier at the time of transfer; and
2. was in active service and insured under this policy on its effective date.

The benefit will be determined according to the Schedule of Benefits if the employee satisfies the pre-existing condition exclusion under:

1. this policy; or
2. the prior carrier's policy, giving consideration towards continuous time insured under both policies.

No benefit will be paid if the employee cannot satisfy the pre-existing condition exclusion of 1. and 2. above.

Mental Illness Limitation

"Mental or emotional illness" means any neurosis, psychoneurosis, psychopathy, psychosis and all other mental or emotional illness of any type.

After the two year period following the elimination period, benefit payment will be made only:

1. if you are still totally disabled by the mental or emotional illness; and
2. while you are confined as an in-patient in an institution licensed to treat that illness.

Pregnancy — Full Maternity

Pregnancy, childbirth and related medical conditions shall be regarded as sickness and shall be subject to all the provisions of the policy relating to sickness.

"Injury" means bodily injury resulting directly from an accident and independently of all other causes. The injury must occur and total disability must begin while you are insured under the policy.

"Insured" means an employee insured under the policy.

"Joinder Agreement" means an agreement made between an employer and the policyholder and approved by the Company to provide insurance under the policy.

"Monthly benefit" means the amount payable by the Company to you if and when you are a disabled insured.

"Physician" means a person who is:

1. operating within the scope of his or her license; and either
2. licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. legally qualified as a medical practitioner and required to be recognized under the policy for insurance purposes, according to the insurance statutes or the insurance regulations of the governing jurisdiction.

It will not include you or your spouse, daughter, son, father, mother, sister or brother.

"Policy" means the Group Long Term Disability Insurance Policy under which your Certificate is issued.

"Policyholder" means the policyholder named in this Certificate.

"Probationary period," as shown in the Schedule of Benefits, means the continuous length of time you must serve in an eligible class to reach your eligibility date.

"Retirement benefits," when used with the term "retirement plan," means money which:

1. is payable under a retirement plan either in a lump sum or in the form of periodic payments;
2. does not represent contributions made by you; and
Note: Payments which represent your contributions are deemed to be received over your expected remaining life regardless of when such payments are actually received.
3. is payable upon:
 - a. early or normal retirement; or
 - b. disability if the payment does reduce the amount of money which would have been paid at the normal retirement age under the plan if the disability had not occurred.

"Retirement date" means the earlier of:

1. the first date as of which you apply for and receive retirement benefits under any pension plan to which the

employer contributes; or

2. the first date as of which you apply for and receive retirement benefits under any state or federal government retirement plan or social security law. This does not include benefits which are payable solely for disability or solely because of employment or service with a state or federal governmental unit.

You must apply for any retirement benefits for which you are eligible no later than your 65th birthday. If no application is made at that time, the benefits under the policy shall be reduced by the estimated amount of benefits for which you are eligible.

"Retirement plan" means a plan which provides retirement benefits to you and which is not funded wholly by your contributions. The term shall include a profit-sharing plan, a thrift plan, an individual retirement account (IRA), a tax-sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of deferred compensation.

Note: "Employer's retirement plan" is deemed to include any retirement plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. for which you are eligible as a result of employment with the employer.

"Sickness" means illness or disease which causes total disability. The total disability must begin while you are insured under the policy.

"Total disability" and "totally disabled" mean that because of injury or sickness:

1. you cannot perform each of the substantial and material duties of your regular occupation; and
2. after benefits have been paid for 24 months, you cannot perform each of the substantial and material duties of any gainful occupation for which you are reasonably fitted by training, education or experience; and
Note: The period of time stated in this item may be longer than 24 months. If it is, the precise period of time will be stated in the Schedule of Benefits.
3. you are under the regular care and attendance of a physician. "Regular care and attendance" means observation and treatment by a physician. Such care and attendance is as required by current standards of medicine for the injury or sickness causing total disability.

"You" and "your" means the person named in this Certificate.

SECTION II — ELIGIBILITY AND EFFECTIVE DATES

A. ELIGIBLE CLASSES

The classes eligible for insurance are shown in the Schedule of Benefits.

B. ELIGIBILITY DATE

An employee in an eligible class will be eligible for insurance on the later of:

1. the Group Effective Date shown in the Schedule of Benefits; or
2. the day after you complete the probationary period.

C. EFFECTIVE DATES OF INSURANCE

1. Insurance will be effective at 12:01 a.m. on the day determined as follows, but only if your written application for insurance is:
 - a. made with the Company through your employer; and
 - b. on a form satisfactory to the Company.
2. You will be insured on your eligibility date if you are not required to contribute to the cost of your coverage under the policy.
3. If you are required to contribute to the cost of your coverage under the policy, you will be insured on the latest of these dates:
 - a. your eligibility date, if you have made written application for insurance on or before this date.
 - b. the date you make written application for insurance, if you do it on or before the 31st day after your eligibility date.
 - c. the date the Company gives its approval, if you:
 - i. make written application for insurance more than 31 days after your eligibility date; or
 - ii. terminated your insurance while continuing to be eligible.

In the case of i. and ii. above, you must submit an application and evidence of insurability to the Company for approval. This will be at your expense.

4. Delayed Effective Date for Insurance: The effective date of any initial, increased or additional insurance will be delayed for you if you are not in active service because of a disability. The initial, increased or additional insurance will start on the date you return to active service.

SECTION III — BENEFITS

A. TOTAL DISABILITY

When the Company receives proof that you are totally disabled due to sickness or injury, the Company will pay you a monthly benefit after the end of the elimination period. The benefit will be paid for the period of total disability if you

give to the Company proof of continued total disability.

The proof must be given upon request and at your expense.

The monthly benefit will not:

1. exceed your amount of insurance; nor
 2. be paid for longer than the maximum benefit period.
- The amount of insurance and the maximum benefit period are shown in the Schedule of Benefits.

B. MONTHLY BENEFIT

To figure the amount of monthly benefit:

1. Multiply your basic monthly earnings by the benefit percentage shown in the Schedule of Benefits.
2. Take the lesser of the amount:
 - a. determined in step 1. above; or
 - b. of the maximum monthly benefit shown in the Schedule of Benefits; and
3. deduct other income benefits from this amount. Other income benefits are shown in the "Other Income Benefits" provision of this Certificate.

The monthly benefit payable will never be less than the minimum monthly benefit shown in the Schedule of Benefits.

C. LUMP SUM PAYMENTS

Other income benefits which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over your expected lifetime as determined by the Company.

D. TERMINATION OF THE MONTHLY BENEFIT

The monthly benefit will cease on the earliest of:

1. the date you cease to be totally disabled;
2. the date you die;
3. the end of the maximum benefit period; or
4. the date you receive retirement benefits under the employer's retirement plan.

E. WAIVER OF PREMIUM

Premium payments for you will be waived during any period for which benefits to you are payable. Premium payments may be resumed following a period during which they are waived.

SECTION IV — EXCLUSIONS AND LIMITATIONS

A. GENERAL EXCLUSIONS

The policy does not cover any total disability:

1. due to war, declared or undeclared, or any act of war;
2. due to any act of intentional armed conflict or conflict involving the armed forces of any country;

3. while you are in the armed forces of any country or international authority;
 4. due to your attempted suicide while sane or insane;
 5. as a result of your intentionally self-inflicted injuries;
 6. as a result of your committing of or attempting to commit a felony;
 7. as a result of your participation in a riot;
 8. as a result of your engaging in an illegal occupation.
- B. If your Certificate contains a pre-existing condition exclusion, it will be found on page K of this Certificate.
- C. Your Certificate will contain one of the following pages regarding mental illness coverage and limitations: L(1); L(2); L(3); L(4); or L(5). Please read this page carefully.
- D. If applicable, your Certificate will contain one of the following pages regarding pregnancy coverage and limitations: M(1); or M(2). Please read this page carefully.

SECTION V — INDIVIDUAL TERMINATION

You will cease to be insured on the earliest of the following dates:

1. the date the policy terminates.
2. the date the employer's Joinder Agreement terminates.
3. the date you are no longer in an eligible class.
4. the date your class is no longer included for insurance.
5. the last day for which you made any required contributions.
6. the date your employment terminates. Cessation of your active employment will be deemed termination of employment, except:
 - a. the insurance will be continued for you if you are absent due to total disability during:
 - i. the elimination period; and
 - ii. the period during which premium is being waived;
 - b. the employer may continue your insurance by paying the required premiums, subject to the following:
 - i. insurance may be continued for the time shown in the Schedule of Benefits for you if you are:
 - aa. temporarily laid off; or
 - bb. given leave of absence;
 - ii. the employer must act so as not to discriminate unfairly among employees in similar situations;
7. your retirement date.

SECTION VI — GENERAL POLICY PROVISIONS

A. STATEMENTS

In the absence of fraud, all statements made in any applica-

tion are considered representations and not warranties (absolute guarantees). No representation by:

1. the policyholder in applying for the policy will make it void unless the representation is contained in the application; or
2. you in applying for insurance under the policy will be used to reduce or deny a claim unless a copy of the application for insurance is or has been given to you.

No statement of the policyholder, except a fraudulent misstatement, shall be used to void the policy after it has been in force for two years. No statement of yours, except a fraudulent misstatement, shall be used in defense to a claim for total disability after your insurance has been in effect for two years.

B. COMPLETE CONTRACT — POLICY CHANGES

1. The policy is the complete contract. It includes:
 - a. the application of the policyholder;
 - b. each employee's application for insurance.
2. The policy may be changed in whole or in part. Only an officer of the Company can approve a change. The approval must be in writing and endorsed on or attached to the policy.
3. No other person, including an agent, may change the policy or waive any part of it.

C. GRACE PERIOD

If the policyholder does not pay in full any renewal premium on or before its due date, the policyholder will have a grace period in which to pay that renewal premium. The policy will remain in force during the grace period.

If the premium is not paid in full before the grace period ends, the policy will end on the last day of the grace period. The grace period will end 31 days after the premium due date. If the policyholder gives written notice to the Company at its Home Office, before or during the grace period, that it desires to end the policy before the end of the grace period, the policy will end either on the date the notice is received by the Company at its Home Office or on the date stated in the notice, whichever is later.

D. CLERICAL ERROR

Clerical error or omission will not:

1. deprive you of insurance;
2. effect your amount of insurance; or
3. effect or continue your insurance which otherwise would not be in force.

E. MISSTATEMENTS OF FACTS

If relevant facts about you were not accurate:

1. a fair adjustment of premium will be made; and

2. the true facts will decide if and in what amount insurance is valid under the policy.

F. NOTICE OF CLAIM

1. Written notice of claim must be given to the Company within 60 days of the date total disability starts, if that is possible. If that is not possible, the Company must be notified as soon as it is reasonably possible to do so.
2. When the Company has the written notice of claim, it will send you its claim forms. If the forms are not received within 15 days after written notice of claim is sent, you can send the Company written proof of claim without waiting for the forms.

G. PROOF OF LOSS

1. Proof of loss must be given to the Company. This must be done no later than 90 days after the end of the period for which the Company is liable.
2. If it is not possible to give proof within these time limits, it must be given as soon as reasonably possible. But proof of loss may not be given later than one year after the time proof is otherwise required, except in the absence of legal capacity.

H. PHYSICAL EXAMINATION AND AUTOPSY

The Company, at its own expense, will have the right and opportunity to have you, if your injury or sickness is the basis of a claim, examined by a physician or vocational expert of its choice. This right may be used as often as reasonably required. The Company may also have an autopsy made when it is not forbidden by law.

I. LEGAL ACTIONS

You or your authorized representative cannot start any legal action:

1. until 60 days after proof of loss has been given; nor
2. more than three years after the time proof of loss is required.

J. TIME OF PAYMENT OF CLAIMS

When the Company receives proof of loss, benefits payable under the policy will be paid monthly during any period for which the Company is liable.

K. PAYMENT OF CLAIMS

Benefits will be paid to you. The survivor benefit will be paid to the survivor, if any, as described in the provision "Survivor Benefit." If there is no survivor, they are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to your estate. Any other benefits unpaid at death may be paid, at the Company's option, either to your beneficiary or estate. If benefits are payable to your estate

or a beneficiary who cannot execute a valid release, the Company can pay benefits up to \$1,000.00 to someone related to you or your beneficiary by blood or marriage whom the Company considers to be entitled to the benefits. The Company shall be discharged to the extent of any such payment made in good faith.

L. WORKERS' COMPENSATION

The policy is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance.

M. AGENCY

For all purposes of the policy, the policyholder acts on its own behalf or as agent of the employee. Under no circumstances will the policyholder be deemed the agent of the Company without written authorization.

N. EMPLOYER'S GROUP NUMBER

Each employer will have its own group number. This number is shown on your Schedule of Benefits.

O. AMOUNT OF BENEFIT FOR PART OF A MONTH

A monthly benefit may be payable for less than a full month. If so, the amount of monthly benefit for such time shall be proportionally reduced.

For service and claim information, contact . . .

NATIONAL INSURANCE SERVICES

(414) 785-9995

Toll-free 1-800-627-3660

UNDERWRITTEN BY:

**MADISON NATIONAL LIFE
INSURANCE COMPANY, INC.**

Mailing Address: P.O. Box 5008 • Madison, WI 53705

APPENDIX B

INDIVIDUAL TEACHER CONTRACTS

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

TENURE TEACHER CONTRACT FOR 19 ____ - 19 ____

This contract entered into this ____ day of _____, 19 ____ 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 19 ____ -19 ____ 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 19 ____ -19 ____ school year, is the agreement between the District and said Federation of the date of _____. Said collective bargaining agreement being incorporated herein by reference as though specifically fully set forth in this agreement. By accepting and signing this contract the Teacher agrees to be bound by all such terms, including provisions of Article VII RIGHTS AND RESPONSIBILITIES OF BARGAINING AGENT - DUES AND SERVICE FEE - PAYROLL DEDUCTIONS thereof.
3. The Teacher and the District agree to obey the provisions of the School Code, including the provisions of the Tenure Act (Act 4 of the P.A. (Ex. Sess), 1937, as amended).
4. The Teacher agrees to perform duties required by law and to obey and fulfill the rules and regulations and educational programs or policies established by the District consistent with the above mentioned collective bargaining agreement during the entire term of this 1996-1999 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 _____, 19 ____.

Teacher

Superintendent of Schools

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

PROBATIONARY TEACHER CONTRACT FOR 19 ____-19 ____

This contract entered into this ____ day of _____, 19 ____ 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 19 ____-19 ____ 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 19 ____-19 ____ school year, is the agreement between the District and said Federation of the date of _____. Said collective bargaining agreement being incorporated herein by reference as though specifically fully set forth in this agreement. By accepting and signing this contract the Teacher agrees to be bound by all such terms, including provisions of Article VII RIGHTS AND RESPONSIBILITIES OF BARGAINING AGENT - DUES AND SERVICE FEE - PAYROLL DEDUCTIONS thereof.
3. The Teacher and the District agree to obey the provisions of the School Code, including the provisions of the Tenure Act (Act 4 of the P.A. (Ex. Sess), 1937, as amended).
4. The Teacher agrees to perform duties required by law and to obey and fulfill the rules and regulations and educational programs or policies established by the District consistent with the above mentioned collective bargaining agreement during the entire term of this 1996-1999 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 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 is subject to the terms of said agreement.

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

____ day of _____, 19 ____.

Teacher

Superintendent of Schools

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

LIMITED TEACHER CONTRACT FOR 19__ - 19__

This contract entered into this ____ day of _____, 19__ 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 limited contract teacher in the public schools of the District for the 19__ - 19__ 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 19__ - 19__ school year, is the agreement between the District and said Federation of the date of _____. Said collective bargaining agreement being incorporated herein by reference as though specifically fully set forth in this agreement. By accepting and signing this contract the Teacher agrees to be bound by all such terms, including provisions of Article VII RIGHTS AND RESPONSIBILITIES OF BARGAINING AGENT - DUES AND SERVICE FEE - PAYROLL DEDUCTIONS thereof.
3. The Teacher and the District agree to obey the provisions of the School Code, including the provisions of the Tenure Act (Act 4 of the P.A. (Ex. Sess), 1937, as amended).
4. The Teacher agrees to perform duties required by law and to obey and fulfill the rules and regulations and educational programs or policies established by the District consistent with the above mentioned collective bargaining agreement during the entire term of this 1996-1999 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.
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 _____, 19__.

Teacher

Superintendent of Schools

APPENDIX C

PAYROLL SCHEDULE

1996/97 PAYROLL SCHEDULE

96/97 MONTH	SCHEDULED PAY DATE	ACTUAL PAY DATE	21 PAY PERIODS	26 PAY PERIODS	MFT DUES	21 PAYS TSA & CU	26 PAYS TSA & CU	LIFE INSURANCE	HOSPITAL INSURANCE
September	09/06/96	09/06/96	1	1		1	1	1	1
September	09/20/96	09/20/96	2	2		2	2		
October	10/04/96	10/04/96	3	3	1	3	3	2	2
October	10/18/96	10/18/96	4	4		4	4		
November	11/01/96	11/01/96	5	5	2	5	5	3	3
November	11/15/96	11/15/96	6	6		6	6		
November	11/29/96	11/27/96	7	7		7	7		
December	12/13/96	12/13/96	8	8	3	8	8	4	4
December	12/27/96	12/20/96	9	9		9	9		
January	01/10/97	01/10/97	10	10	4	10	10	5	5
January	01/24/97	01/24/97	11	11		11	11		
February	02/07/97	02/07/97	12	12	5	12	12	6	6
February	02/21/97	02/14/97	13	13		13	13		
March	03/07/97	03/07/97	14	14	6	14	14	7	7
March	03/21/97	03/21/97	15	15		15	15		
April	04/04/97	04/07/97	16	16	7	16	16	8	8
April	04/18/97	04/18/97	17	17		17	17		
May	05/02/97	05/02/97	18	18	8	18	18	9	9
May	05/16/97	05/16/97	19	19		19	19		
May	05/30/97	05/30/97	20	20		20	20		
June	06/13/97	06/13/97	21	21		21	21	10	10
June	06/27/97	06/27/97		22			22		
July	07/11/97	07/11/97		23			23		11
July	07/25/97	07/25/97		24			24		
August	08/08/97	08/08/97		25			25		12
August	08/22/97	08/22/97		26			26		

1997/98 PAYROLL SCHEDULE

97/98 MONTH	SCHEDULED PAY DATE	ACTUAL PAY DATE	21 PAY PERIODS	26 PAY PERIODS	MFT DUES	21 PAYS TSA & CU	26 PAYS TSA & CU	LIFE INSURANCE	HOSPITAL INSURANCE
September	09/05/97	09/05/97	1	1		1	1	1	1
September	09/19/97	09/19/97	2	2		2	2		
October	10/03/97	10/03/97	3	3	1	3	3	2	2
October	10/17/97	10/17/97	4	4		4	4		
October	10/31/97	10/31/97	5	5		5	5		
November	11/14/97	11/14/97	6	6	2	6	6	3	3
November	11/28/97	11/26/97	7	7		7	7		
December	12/12/97	12/12/97	8	8	3	8	8	4	4
December	12/26/97	12/19/97	9	9		9	9		
January	01/09/98	01/09/98	10	10	4	10	10	5	5
January	01/23/98	01/23/98	11	11		11	11		
February	02/06/98	02/06/98	12	12	5	12	12	6	6
February	02/20/98	02/20/98	13	13		13	13		
March	03/06/98	03/06/98	14	14	6	14	14	7	7
March	03/20/98	03/20/98	15	15		15	15		
April	04/03/98	04/03/98	16	16	7	16	16	8	8
April	04/17/98	04/20/98	17	17		17	17		
May	05/01/98	05/01/98	18	18	8	18	18	9	9
May	05/15/98	05/15/98	19	19		19	19		
May	05/29/98	05/29/98	20	20		20	20		
June	06/12/98	06/12/98	21	21	9	21	21	10	10
June	06/26/98	06/26/98		22			22		
July	07/10/98	07/10/98		23			23		11
July	07/24/98	07/24/98		24			24		
August	08/07/98	08/07/98		25			25		12
August	08/21/98	08/21/98		26			26		

1998/99 PAYROLL SCHEDULE

98/99 MONTH	SCHEDULED PAY DATE	ACTUAL PAY DATE	21 PAY PERIODS	26 PAY PERIODS	MFT DUES	21 PAYS TSA & CU	26 PAYS TSA & CU	LIFE INSURANCE	HOSPITAL INSURANCE
September	09/11/98	09/11/98	1	1		1	1	1	1
September	09/25/98	09/25/98	2	2		2	2		
October	10/09/98	10/09/98	3	3	1	3	3	2	2
October	10/23/98	10/23/98	4	4		4	4		
November	11/06/98	11/06/98	5	5	2	5	5	3	3
November	11/20/98	11/20/98	6	6		6	6		
December	12/04/98	12/04/98	7	7	3	7	7	4	4
December	12/18/98	12/18/98	8	8		8	8		
January	01/01/99	12/30/98	9	9	4	9	9	5	5
January	01/15/99	01/15/99	10	10		10	10		
January	01/29/99	01/29/99	11	11		11	11		
February	02/12/99	02/12/99	12	12	5	12	12	6	6
February	02/26/99	02/26/99	13	13		13	13		
March	03/12/99	03/12/99	14	14	6	14	14	7	7
March	03/26/99	03/26/99	15	15		15	15		
April	04/09/99	04/12/99	16	16	7	16	16	8	8
April	04/23/99	04/23/99	17	17		17	17		
May	05/07/99	05/07/99	18	18	8	18	18	9	9
May	05/21/99	05/21/99	19	19		19	19		
June	06/04/99	06/04/99	20	20	9	20	20	10	10
June	06/18/99	06/18/99	21	21		21	21		
July	07/02/99	07/02/99		22			22		11
July	07/16/99	07/16/99		23			23		
July	07/30/99	07/30/99		24			24		
August	08/13/99	08/13/99		25			25		12
August	08/27/99	08/27/99		26			26		

APPENDIX D

SALARY SCHEDULES

Salary Schedule

1996/97	BA	1/2 MA	MA	MA +10	1/2 Ed S 1/2 2ND MA	MA +20	MA +30	Ed S 2ND MA	Ph D
Step 1	28,146	29,749	31,349	31,952	32,702	32,553	33,159	34,064	34,216
Step 2	30,667	32,527	34,384	34,989	35,828	35,658	36,349	37,385	37,637
Step 3	33,188	35,305	37,419	38,026	38,954	38,763	39,539	40,706	41,058
Step 4	35,709	38,083	40,454	41,063	42,080	41,868	42,729	44,027	44,479
Step 5	38,230	40,861	43,489	44,100	45,206	44,973	45,919	47,348	47,900
Step 6	40,751	43,639	46,524	47,137	48,332	48,078	49,109	50,669	51,321
Step 7	43,272	46,417	49,559	50,174	51,458	51,183	52,299	53,990	54,742
Step 8	45,793	49,195	52,594	53,211	54,584	54,288	55,489	57,311	58,163
Step 9	48,314	51,973	55,629	56,248	57,710	57,393	58,679	60,632	61,584
Step 10	50,835	54,751	58,664	59,285	60,839	60,494	61,875	63,950	65,004
Longevity (15+)	51,335	55,251	59,164	59,785	61,339	60,994	62,375	64,450	65,504
Longevity (20+)	51,835	55,751	59,664	60,285	61,839	61,494	62,875	64,950	66,004
Longevity (25+)	52,335	56,251	60,164	60,785	62,339	61,994	63,375	65,450	66,504
1997/98	BA	1/2 MA	MA	MA +10	1/2 Ed S 1/2 2ND MA	MA +20	MA +30	Ed S 2ND MA	Ph D
Step 1	28,146	29,749	31,349	31,952	32,702	32,553	33,159	34,064	34,216
Step 2	30,667	32,527	34,384	34,989	35,828	35,658	36,349	37,385	37,637
Step 3	33,188	35,305	37,419	38,026	38,954	38,763	39,539	40,706	41,058
Step 4	35,709	38,083	40,454	41,063	42,080	41,868	42,729	44,027	44,479
Step 5	38,230	40,861	43,489	44,100	45,206	44,973	45,919	47,348	47,900
Step 6	40,751	43,639	46,524	47,137	48,332	48,078	49,109	50,669	51,321
Step 7	43,272	46,417	49,559	50,174	51,458	51,183	52,299	53,990	54,742
Step 8	45,793	49,195	52,594	53,211	54,584	54,288	55,489	57,311	58,163
Step 9	48,314	51,973	55,629	56,248	57,710	57,393	58,679	60,632	61,584
Step 10	52,360	56,393	60,424	61,063	62,664	62,309	63,731	65,868	66,954
Longevity (15+)	52,860	56,893	60,924	61,563	63,164	62,809	64,231	66,368	67,454
Longevity (20+)	53,360	57,393	61,424	62,063	63,664	63,309	64,731	66,868	67,954
Longevity (25+)	53,860	57,893	61,924	62,563	64,164	63,809	65,231	67,368	68,454
1998/99	BA	1/2 MA	MA	MA +10	1/2 Ed S 1/2 2ND MA	MA +20	MA +30	Ed S 2ND MA	Ph D
Step 1	28,146		31,349					34,064	34,216
Step 2	30,667		34,384					37,385	37,637
Step 3	33,188		37,419					40,706	41,058
Step 4	35,709		40,454					44,027	44,479
Step 5	38,230		43,489					47,348	47,900
Step 6	40,751		46,524					50,669	51,321
Step 7	43,272		49,559					53,990	54,742
Step 8	45,793		52,594					57,311	58,163
Step 9	48,314		55,629					60,632	61,584
Step 10	53,930		62,236					67,844	68,963
Longevity (15+)	54,430	58,585	62,736				66,143	68,344	69,463
Longevity (20+)	54,930	59,085	63,236				66,643	68,844	69,963
Longevity (25+)	55,430	59,585	63,736				67,143	69,344	70,463

APPENDIX E

EXTRA CONTRACTURAL PAY SCHEDULE

Extra Contractual Pay Schedule						
	1996/97	1996/97	1997/98	1997/98	1998/99	1998/99
	Hourly	Maximum	Hourly	Maximum	Hourly	Maximum
A. Debate Coach	\$12.91	\$744.25	\$13.30	\$766.58	\$13.70	\$789.57
B. Forensic Coach	\$12.91	\$347.33	\$13.30	\$357.75	\$13.70	\$368.48
C. Senior Play (Drama)	\$12.91	\$694.64	\$13.30	\$715.48	\$13.70	\$736.94
D. Yearbook	\$12.91	\$645.02	\$13.30	\$664.37	\$13.70	\$684.30
E. School Newspaper/HS	\$12.91	\$297.70	\$13.30	\$306.63	\$13.70	\$315.83
F. GAA (per person)	\$12.91	\$645.02	\$13.30	\$664.37	\$13.70	\$684.30
G. Majorettes/HS	\$12.91	\$347.33	\$13.30	\$357.75	\$13.70	\$368.48
H. Student Council/HS	\$12.91	\$347.33	\$13.30	\$357.75	\$13.70	\$368.48
I. Class Coordinators/HS						
Senior Class (2)	\$12.91	\$446.55	\$13.30	\$459.95	\$13.70	\$473.74
Junior Class (1)	\$12.91	\$198.48	\$13.30	\$204.43	\$13.70	\$210.57
Sophomore Class (1)	\$12.91	\$148.85	\$13.30	\$153.32	\$13.70	\$157.91
J. AV Coordinator/HS	\$12.91	\$347.33	\$13.30	\$357.75	\$13.70	\$368.48
K. Jr. High/Elementary Schools						
Service Squads	\$12.91	\$396.93	\$13.30	\$408.84	\$13.70	\$421.10
Safety patrols	\$12.91	\$396.93	\$13.30	\$408.84	\$13.70	\$421.10
L. Recognized Clubs	\$12.91	\$428.50	\$13.30	\$441.35	\$13.70	\$454.60
(All recognized clubs that are approved by the administration and the Federation)						
M. Dance/Bus Sponsors	\$19.85		\$20.45		\$21.06	
N. Instrumental Music						
1. High School	\$12.91	\$2,580.77	\$13.30	\$2,658.19	\$13.70	\$2,737.94
Categories	Events	Maximum Hours		Maximum Total		
		Per Event		Per Category		
Concerts	2	3		6		
Football Games	4	3		12		
1 Practice/Football Game	4	3		12		
Basketball Games	10	2		20		
Parades	4	6		24		
1 Practice/Prade	4	3		12		
Solo + Ensemble		8		20		
Festivals	4	8		16		
Band Camp Days (4 Hrs./D	10	4		40		
HS Graduation	1	4		4		
HS Honors Convocation	1	5		5		
Misc. Appearance (Band)	5	4		20		
College Band Day	1	9		9		
TOTAL				200		

Extra Contractual Pay Schedule						
N. Instrumental Music						
2. Jr. High School	\$12.91	\$967.78	\$13.30	\$996.81	\$13.70	\$1,026.72
Categories	Events		Maximum Hours Per Event		Maximum Total Per Category	
Concerts	3		3		9	
Football Games	2		2		4	
1. Practice/Football Game	2		2		4	
Parades	2		3		6	
1. Practice/Parade	4		2		8	
Solo + Ensemble			8		10	
Festivals	2		8		8	
Band Camp Days (4 hrs./Day)	5		4		20	
Jr. High Graduation	1		2		2	
Misc. Appearance (Band)	2		2		4	
	TOTAL				75	
O. Vocal Music						
1. High School	\$12.91	\$496.17	\$13.30	\$511.06	\$13.70	\$526.39
2. Jr. High School	\$12.91	\$297.70	\$13.30	\$306.63	\$13.70	\$315.83
(The remuneration listed is for participation in such events as annual music, etc.)						
P. Elementary Music						
	\$12.91		\$13.30		\$13.70	
(Per Event - Not to exceed four (4) hours)						
(All school band and vocal festivals, Christmas and Spring concert) (Four (4) events)						
(The remuneration is for the person responsible for the program only)						
Q. Athletic Supervision						
1. High School	\$19.85		\$20.45		\$21.06	
2. Jr. High School						
single games	\$9.93		\$10.23		\$10.53	
double games	\$19.85		\$20.45		\$21.06	
(The remuneration is for tickets, scoring, etc.)						
R. Art Exhibits						
1. District Art	\$12.91		\$13.30		\$13.70	
(Per Event - Not to exceed four (4) hours)						
2. Industrial Arts	\$12.91	\$198.48	\$13.30	\$204.43	\$13.70	\$210.57
(The remuneration is for participation in local area and state industrial arts fair)						
S. Science Fair						
	\$12.91		\$13.30		\$13.70	
(Per Event - Not to exceed four (4) hours)						
(The remuneration is for supervision of the Fair)						

Appendix E.		Extra Contractual Pay Schedule			
T. Coaches Salaries					
(Remuneration is calculated as percentage of base of the BA salary schedule)					
Base BA Salary + \$28,146.00					1996-97 - 1998-99
1. Fall Sports					
A. Varsity Football Head Coach			11.0%		\$3,096.06
1. Asst. Varsity Football Coach (1)			8.0%		\$2,251.68
2. Asst. Varsity Football Coach (1)			8.0%		\$2,251.68
3. Asst. Varsity Football Coach (1)			7.0%		\$1,970.22
B. Jr. Varsity Football Coaches (2)			7.0%		\$1,970.22
C. Freshman Football Coaches (2)			6.0%		\$1,688.76
D. Grade Eight Football Coaches (2)			6.0%		\$1,688.76
E. Football Trainer (1)			4.0%		\$1,125.84
F. Cross Country Varsity Coach			5.0%		\$1,407.30
G. Girls Varsity Basketball Head Coach			11.0%		\$3,096.06
H. Girls Jr. Varsity Basketball Coach (1)			8.0%		\$2,251.68
I. Girls Jr. High Basketball Coach (1)			6.0%		\$1,688.76
J. Cheerleader Advisors					
1. HS Varsity & Jr. Varsity			3.0%		\$844.38
2. 8th & 9th Grade			2.0%		\$562.92
2. Winter Sports					
A. Varsity Basketball Head Coach			11.0%		\$3,096.06
B. Jr. Varsity Basketball Coach (1)			8.0%		\$2,251.68
C. Freshman Basketball Coach (1)			7.0%		\$1,970.22
D. Grade Eight Basketball Coach (1)			6.0%		\$1,688.76
E. Grade Seven Basketball Coach (1)			6.0%		\$1,688.76
F. Varsity Wrestling Head Coach			9.5%		\$2,673.87
G. Jr. Varsity Wrestling Coach (1)			6.5%		\$1,829.49
H. Jr. High Wrestling Coach (1)			6.0%		\$1,688.76
I. Girls Varsity Volleyball Coach			9.5%		\$2,673.87
J. Girls Jr. Varsity Volleyball Coach (1)			6.5%		\$1,829.49
K. Girls Grade Eight Volleyball Coach (1)			6.0%		\$1,688.76
3. Spring Sports					
A. Varsity Baseball Head Coach			9.0%		\$2,533.14
B. Jr. Varsity Baseball Coach (1)			6.0%		\$1,688.76
C. Grade Eight Baseball Coach (1)			5.0%		\$1,407.30
D. Grade Seven Baseball Coach (1)			5.0%		\$1,407.30
E. Varsity Track Head Coach			9.0%		\$2,533.14
F. Jr. Varsity Track Coach (1)			6.0%		\$1,688.76
G. Jr. High Track Coach (1)			5.0%		\$1,407.30
H. Varsity Tennis Head Coach			7.0%		\$1,970.22
I. Varsity Golf Head Coach			5.0%		\$1,407.30
J. Girls Varsity Softball Head Coach			9.0%		\$2,533.14
K. Girls Jr. Varsity Softball Coach (1)			6.0%		\$1,688.76

APPENDIX F

LETTER OF AGREEMENT

LETTER OF AGREEMENT
FOR TEAM TEACHING PILOT PROGRAM
AT STRONG JUNIOR HIGH SCHOOL

This Agreement entered into between the Board of Education of the Melvindale-Northern Allen Park Public Schools (District) and the Melvindale-Northern Allen Park Federation of Teachers (Federation), Witnesseth:

WHEREAS, the District and the Federation have cooperatively developed a concept for team teaching and team assignment responsibilities; and

WHEREAS, the parties wish to memorialize the agreement and understanding reached between them;

IT IS AGREED, that the concept as embodied in the document attached hereto entitled "Team Assignment Responsibilities" will be adopted as a pilot program at Strong Junior High School and will continue for the 1997-98 and 1998-99 school years;

IT IS FURTHER AGREED, that the "Team Room", as described in said document, will be used in the development of the concept, and team members will have the responsibilities outlined therein.

Signed and acknowledged this 30th day of April, 1997.

Melvindale-Northern Allen Park
Federation of Teachers

By: Josephine A. Burke
Josephine A. Burke
President

Melvindale-Northern Allen Park
Board of Education

By: John E. Rowe
John E. Rowe
President

By: Dr. Donna D. Schmidt
Dr. Donna D. Schmidt
Superintendent of Schools