

AGREEMENT

Between

Clintondale School District

and

**Local Union No. 214, affiliated with International Brotherhood
of TEAMSTERS, Chauffeurs, Warehousemen
and Helpers of America**

CLINTONDALE BUILDING ADMINISTRATORS



July 1, 2026 – June 30, 2029

CLINTONDALE BUILDING ADMINISTRATORS
represented by
TEAMSTERS LOCAL 214
AND
THE BOARD OF EDUCATION OF CLINTONDALE SCHOOL DISTRICT
CLINTON TOWNSHIP, MI 48035

COLLECTIVE BARGAINING AGREEMENT

INTRODUCTION

This Agreement is made by the Board of Education of Clintondale School District, Clinton Twp, Michigan (The "Employer" or "District") and Teamsters Local #214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (The "Union"), according to the following terms and conditions.

The Clintondale Schools and Teamsters Local #214, the lawfully recognized bargaining agent for the employees of Clintondale Building Administrators, are desirous of promoting peaceful Employer-Employee relations, maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and Employees; and of promoting and improving peaceful employment and economic relations between the parties.

RECOGNITION AND TERM OF AGREEMENT:

The District hereby recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the District of those classifications of employees covered by this Agreement and listed herein, as follows:
Principals, Assistant Principals, in Clintondale School District, excepting all others including the Superintendent and the Assistant Superintendent of Finance. Those employees are listed in Attachment A.

Secondary Campus Principal
Assistant Secondary Campus Principal
Building Principals
Building Assistant Principals
Assistant Elementary Principal

The term of this collective bargaining agreement ("Agreement") shall commence on July 1, 2026, and shall terminate on June 30, 2029. This Agreement shall apply to all employees in the classifications of work set forth herein and shall cover all accretions to or relocations of bargaining unit operations, including newly established or acquired school related buildings of the District.

The District agrees not to direct or require their employees other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of employees in said classifications.

The parties acknowledge the rights, responsibilities and prohibitions that are contained in Michigan's Public Employment Relations Act (PERA), and any updated amendments thereafter. Membership in the Union is not compulsory. All Employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit, as allowed by law. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

A properly executed copy of the written check off authorization form for each employee for whom dues, initiation and services fees are to be deducted hereunder shall be delivered to the District before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the District.

The District will recognize authorization for deductions from wages if in compliance with state and federal laws. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the services fee equivalent from the pay of each employee who executes and files with the Employer a proper check-off authorization form which shall be used exclusively and shall be supplied by the Union.

The Union will protect, save harmless and indemnify the District from any and all claims, demands, suits and all other forms of liability by reason of conduct or action taken by the District for the purposes of complying with this Article of the Agreement, including but not limited to deductions made under this Agreement that are determined to be a violation of PA 349.

STRIKE AND LOCKOUT PROHIBITION

The Union, its officers, agents and members agree that the Union will not countenance or condone any strikes, sit-downs, slow-downs, stoppage of work or any acts of any nature that tend to interfere with any of the services of the District, and the Union will use all available means at its disposal to prevent same during the life of this Agreement.

The District will not lock out employees during the length of this Agreement. The District and Union shall comply with the strike and lockout prohibitions contained in PERA, MCL 423.201, *et seq.*

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the District agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted in whole or in part to any other organization, person, or non-unit employees, except as provided herein.

The District may subcontract work when all regular employees are working, provided that this right shall not be used as a subterfuge to violate the provisions of this Agreement.

It is not the intent of the Board to deprive any employee of work by assigning work normally performed by a member of the bargaining unit to a supervisor or outside contractor. However, it is understood and agreed that supervisors and outside

contractors are specifically permitted to work in case of emergencies such as when qualified bargaining unit employees are not otherwise available. Supervisors shall also be permitted to perform such functions as testing equipment or methods of operation and instructing employees for a reasonable amount of time as determined by the District.

EXTRA CONTRACT AGREEMENTS

The District agrees not to enter into an Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

UNION REPRESENTATION

The members of the bargaining unit may elect one (1) Steward and one (1) Alternate Steward who shall represent any or all employees in the representational area. If a Steward and/or Alternate are not elected, the Union may appoint a Steward and Alternate until such time one is elected by the bargaining unit members. Stewards shall have the reasonable opportunity to conduct Union business including presenting grievances without loss of pay.

The Employer hereby agrees to recognize a Bargaining Committee composed of employee representatives from the bargaining unit and a Union representative. This Committee shall act in a representative capacity for the purpose of meeting with Employer representatives to negotiate new and modified agreements. The Employer will authorize said Bargaining Committee members to attend negotiation sessions that occur during their regular work hours without loss of pay.

The Union representative and/or Stewards shall be permitted to conduct official business on school property at reasonable times, provided that the use of the District's building and property are cleared and preapproved by the Superintendent, provided that there is no interference of school operations. The District will provide office space if feasible.

The Stewards shall have the right to use school equipment at reasonable times so long as it does not interfere or inhibit regular school use. The Union will supply its own materials.

The Union shall have the right to a bulletin board space and mail facilities in each building. The Union agrees to indemnify and hold the District harmless for the Union's use and posting of materials on District bulletin boards and mail facilities.

The District shall comply with the Union's PERA requests for records and documents pursuant to PERA, MCL 423.201, *et seq.*

SECTION 1: ADMINISTRATIVE DUTIES AND MANAGEMENT RIGHTS

Administrative duties include all of those responsibilities defined by the Board of Education, necessary for the achievement of the District's mission and the planning, management, operation and evaluation of the educational programs and services of the administrator's building or operational unit. It is agreed that the Board of Education has the right to define the duties of administrators and assign their administrative responsibilities, through the Superintendent.

The Board of Education hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the Constitutions of the State of Michigan and of the United States. Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the Michigan Revised School Code or any other laws or regulations. Except as specifically stated in this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by the way of limitation, the right:

1.01: To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees in connection with school operations and activities.

1.02: To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their discharge or demotion, and to promote, transfer, and assign all such employees, including the right to determine the size of the workforce and to lay off employees in accordance with this Agreement and applicable law

1.03: Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.

1.04: Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

1.05: Contract or subcontract with a third party to perform non instructional services and other work that is not exclusively performed by the Union and that would not directly cause a reduction of a member's regularly scheduled work hours.

1.06: To contract for and enter into intergovernmental agreements for educational and other services.

1.07: To determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

SECTION 2: APPOINTMENT TO ADMINISTRATIVE POSITIONS

All applicants for positions within the unit shall meet those qualifications established by the Board of Education. Members of the CLINTONDALE BUILDING Administrators will first be given the opportunity to apply for transfer to vacant positions within the unit according to the provisions of this Agreement.

2.01: Where fiscal or enrollment conditions mandate a reduction in the total number of administrative positions in the District, the District shall have the right, subject to the provisions of this Agreement, to reassign administrators to positions to best achieve budget reductions. Following such reductions, administrators transferred under this section shall suffer no reduction in pay and have the option to return to their original position prior to posting.

2.02: The District may fill any position on an interim basis for periods of less than one year when need arises, as long as no layoffs or reduction exist in the administrative unit.

2.03: Current members of the CLINTONDALE Building Administrators will first be given the opportunity to apply for transfer to new or vacant positions prior to external posting. Applicants for positions within the unit shall meet the qualifications established by the Board of Education. In the event that more than one applicant meets the Board of Education's requirements, the District will select the most qualified applicant for the position based on the District's criteria.

In the event that a CLINTONDALE Building Administrator is involuntarily transferred due to the needs of the District, or due to the bidding process, the displaced employee shall remain at his/her current wage if the transfer is that of a lesser classification, or shall receive an increase of the greater classification per the Salary Schedule wage chart.

2.04: All newly hired employees shall be required to serve a probationary period of ninety (90) calendar days. The District reserves the right to extend the probationary period for an additional thirty (30) days. All unpaid absences shall extend the probationary period accordingly. During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the District. Such layoff or termination shall not be subject to the Grievance Procedure.

SECTION 3: SCHEDULES, WORKING CONDITIONS, AND SENIORITY

3:01: Schedules

- A. In order to obtain ultimate efficiency in the operation of the District's schools and to provide the best possible educational program to the pupils served thereby, an administrator's schedule must be flexible.
- B. No Administrator shall perform other employment which will be a conflict of

interest or impair the administrator's performance as an employer within the District. Written permission from the Superintendent must be obtained before any employment or work outside the District is undertaken.

- C. For purposes of this Agreement, the daily rate shall be calculated based on the amount of days noted in Section D.
- D. Building Administrators are considered full-time employees, based on the following work day schedule, and shall be paid in twenty-four (24) pay periods within a calendar year.

Elementary Principals - 212 days per year

Middle School and High School Assistant Principals - 222 days per year

High School Principal - 227 days per year

Building Administrators must work the required amount of days according to the level written herein; however, are granted flexibility as approved by the Superintendent.

- E. Administrators hired, or whose pay or classification changes, after August 15th of each year, shall have their salary prorated by dividing the number of workdays worked by the days specified in Item C.

3:02: Working Conditions

- A. The District agrees to promptly remedy all hazards, unsafe conditions and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.

3.03: Seniority

- A. District wide seniority shall be defined as an employee's length of service with the District commencing with his/her most recent date of hire.
- B. Bargaining unit seniority shall be defined as the period of employment commencing with his/her most recent date of hire in the bargaining unit, including any previously frozen seniority in the bargaining unit.
- C. Classification seniority shall be defined as the period of employment commencing from the last date of hire in his/her classification, including any previously frozen seniority in the same classification.
- D. Employees who are hired on the same date shall be placed on the seniority list by draw.
- E. No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves of absence, or unpaid leaves of absence of less than thirty (30) days. Seniority shall continue to accrue during absences from the District due to sabbatical leave, Family and Medical Leave Act (FMLA) leave or involuntary military service.

- F. Non-bargaining unit employees filling interim positions within the bargaining unit shall not accrue seniority during the interim appointment.

Seniority When Outside the Bargaining Unit. Bargaining Unit employees who accept a non- bargaining unit position within the District shall have their bargaining unit seniority frozen and shall not accumulate additional bargaining unit seniority while working in a non-bargaining unit position.

Seniority List. After successfully completing his/her probationary period an employee shall be placed on the seniority list as of his/her date of hire. An up-to-date seniority list shall be prepared by the District and presented to the Union in July of each year and in the event of layoff. The seniority list will show, by job classification, in order of most senior to least senior the name, site location, pay grade level and seniority date.

Loss of Seniority. An employee shall lose his/her seniority for the following reasons:

- A. The employee quits or retires
- B. The employee is discharged. An employee shall have the right to challenge a discharge during the term of their contract as set forth in paragraph 7.4.
- C. The employee does not report for work upon notice of recall by registered mail or telegram to his/her last known address within fifteen (15) working days;
- D. The employee has been on a long-term disability (LTD) leave for two (2) years; or
- E. The employee has been on layoff status for two (2) years.

SECTION 4: PUPIL ASSIGNMENT AND SUPERVISION

- 4.01: The Board of Education, recognizing that administrators are frequently exposed to situations of great stress and pressure, agrees to render to its administrators all encouragement and support when they are acting within the scope of their employment to achieve the mission of the school district.

SECTION 5: WAGES AND BENEFITS

- 5.01: The administrator shall be paid an annual salary as stipulated in Appendix A. The Superintendent shall have the discretion and ability to place a newly hired or appointed administrator at any step within the proper wage grid with notification to the Union. Increments may be prorated for mid-year hires. The administrator shall receive the insurance package and other benefits set forth in Appendix A. The salary, insurance and fringe benefits shall be for the term of this Agreement.

SECTION 6:**RESPONSIBILITIES AND OBLIGATIONS**

- 6.01: The Administrator agrees to faithfully perform his/her assigned duties in a competent and professional manner subject to the established policies and regulations of the Board and the laws of the State of Michigan.
- 6.02: The Administrator represents that he/she holds all certificates, credentials, and qualifications required by law and the School Board for the assigned position. If, at any time, an Administrator fails to possess and maintain in good standing an appropriate Administrative Certificate for his/her position or to complete continuing education as required by Michigan law or Board policy, the Administrator's personal employment contract shall be automatically terminated.
- 6.03: The Building Administrator is responsible for the daily management and operation of the building in which s/he is assigned, including other duties and responsibilities assigned by the Superintendent, or his or her designee. It shall be the Building Administrator's responsibility to manage routine safety matters, cleaning, maintenance and repairs. Structural failures, such as loss of heat, water leaks, sewer backups and those types of incidents that require professional contractual assistance shall be immediately reported to the Superintendent upon discovery of such incident. If the Superintendent is unavailable, communicate through the proper chain of command. In the case of an Assistant Principal, the Principal shall assign specific roles and responsibilities regarding building operations.
- 6.04: The performance of each Administrator shall be evaluated in writing at least once a year by the Superintendent of Schools or his/her designee, in accordance with Revised School Code Sections 1249 and 1249b. An Administrator who is evaluated and rated as "Needing Support" shall be frozen on the wage scale until such time the Administrator receives an "Effective" evaluation. The Administrator shall be entitled to review the evaluation prior to its placement in his/her personnel file. All evaluations shall be submitted no later than 15 days after teacher evaluations are submitted.
- 6.05: If any clause of the Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to either party.

Administrators shall be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed an agreed upon meeting scheduled with the Superintendent whenever any warning, reprimand or other disciplinary action concerning the infraction of rules or delinquency in professional performance may lead to the placement of adverse documentation in the Administrator's personnel file. At all times, the Administrator will be entitled to have a Union representative present at such a

meeting (Weingarten Rights). A copy of the final written document regarding any infraction or delinquency shall be provided to the Union Business Agent or Steward.

A written reprimand shall be dated on the day it is entered into the file and a copy of such reprimand shall be given to the Administrator. A copy of any final written communication regarding any infraction or delinquency shall be forwarded to the Union Business Agent or Steward.

No Administrator shall be disciplined or receive a reprimand which would result in suspension, reduction in compensation, or termination of employment without due process and for reasons not arbitrary or capricious. Such disciplinary action may occur after a conference attended by the Administrator and the Superintendent, or his or her designee.

6.06: If an administrator should choose to return to the classroom and there is a posted vacancy, the administrator shall have the right to bid on the classroom vacancy after any and all existing and instructional staff have bid on such vacancy.

6.07: The performance of the Administrator shall be evaluated in writing by the superintendent or his/her designee. An administrator who is evaluated and rated as Needing Support shall be frozen on the wage scale until such time the administrator receives an Effective evaluation. The administrator shall be entitled to review the evaluation prior to its placement in his or her personnel file. All evaluations shall be completed by the end of the school year or after the submission of teacher evaluations by the building administrator. The Administrator may appeal his or her evaluation rating pursuant to MCL 380.1249(b) (1)(p).

6.08: The building Administrator shall earn seniority based on their date of hire per section 3.03 of the contract.

6.09: Administrators shall be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed an agreed upon meeting scheduled with the Superintendent whenever any warning, reprimand or other disciplinary action concerning infraction of rules or delinquency in professional performance may lead to the placement of adverse documentation in the Administrator's personnel file. At all times, the Administrator will be entitled to have a Union representative present at such a meeting. A copy of the final written document regarding any infraction or delinquency shall be provided to the Union Business Agent or Steward.

A written reprimand shall be dated on the day it is entered into the file and a copy of such reprimand shall be given to the Administrator. Such reprimands must be written and documented within ten (10) school days of knowledge of the incident that caused the reprimand.

No Administrator shall be disciplined or receive a reprimand which would result in suspension, reduction in compensation, or termination of employment without due process reasons not arbitrary or capricious. Such disciplinary action may occur after a

conference attended by the Administrator and the Superintendent.

6.10: Special Conferences will be arranged at mutually agreed upon times between the Union and the Superintendent, or the Boards' designated representative, upon the request of either party. Arrangements for such a special conference shall be made in advance, and an agenda shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda.

SECTION 7:	GRIEVANCE PROCEDURE
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7.01: A grievance shall be defined as a claim by any employee, or group of employees, or the bargaining unit, that there has been a violation or misrepresentation of any provision of this Agreement. If a grievance is unique to one individual, the grievance must be filed by the individual who is affected.

The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the Union and District in writing. In the event that the bargaining unit or employee fails to appeal a grievance or appeal a School Board answer within the particular specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the School Board's last answer, if any. In the event the School Board shall fail to supply the bargaining unit with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for appeal at the next step within the time limit for exercising said appeal, commencing with the expiration date of the School Board's grace period for answering.

All specified time limits herein shall consist only of Administrator work days. Employees may be given a paid leave for purposes of appearing as necessary witnesses in arbitration cases involving the Board, if they shall designate in writing at least three (3) work days prior to said hearing.. In the event that designated witnesses are in fact not necessary to the arbitration hearing, then their leave shall be without pay.

Each grievance shall have to be initiated within ten (10) work days of the occurrence which is the cause for complaint, or, if neither the aggrieved nor the bargaining unit had knowledge of said occurrence at the time of its happening, then within ten (10) work days of the first such knowledge or should have reasonably had knowledge, by either the aggrieved or the bargaining unit. Appropriately published School Board notices relating to rules and regulations, which are not in conflict with this Agreement, shall be binding on the bargaining unit and all members of the bargaining unit. Settlement of delayed grievances, as provided, shall be retroactive to the date of incident.

STEP ONE: Any employee, having an alleged grievance as herein above defined, may process the complaint in the following manner. The aggrieved employee or employees shall take the matter up with the employee's immediate supervisor on an informal conference within ten (10) work days following

the act or condition which is the basis of this grievance.

STEP TWO: In the event the matter is not resolved informally, a written grievance may be filed with the Superintendent in which the grievance arises within ten (10) work days following the informal meeting. The written grievance shall set forth a specific Article or Paragraph of the Article allegedly violated, along with a written statement of the relief sought on the Union's Grievance Form. The Superintendent shall have ten (10) working days to issue a written decision.

STEP THREE: Within ten (10) work days after receiving the decision of the Superintendent, the aggrieved party has the option to request mediation through the Board Grievance Committee in a further attempt to resolve the grievance.

STEP FOUR: Within ten (10) work days after receiving the decision of the Board Grievance Committee, the aggrieved party has the option to request mediation through the Michigan Employment Relations Commission (MERC) in a further attempt to resolve the grievance. The Union or School District shall notify the District of its intent to utilize Mediation. The Union shall request MERC to provide the assistance of a Mediator, and the parties shall work cooperatively to set up subsequent Mediation.

STEP Five: If mediation is not successful, the Grievant may move the grievance to arbitration within forty-five (45) calendar days. The demand for arbitration shall be filed with the Michigan Employment Relations Commission in accordance with the current applicable rules and regulations set forth by MERC, sending a copy of such demand to the opposite party. MERC will only be used for selection of the arbitrator, unless agreed otherwise. In lieu of using MERC, the parties may mutually agree to the use of another arbitrator or arbitration service

The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation of specific and expressed provisions of this Agreement. The Arbitrator shall not have the power to modify, amend, add to, or subtract from this Agreement. If the grievance sought to be arbitrated is not specifically covered by this Agreement, then said arbitrator shall have no authority in connection therewith. The arbitrator's authority shall be as limited in this Agreement. The arbitrator's authority shall be provided authority as set forth in paragraph 6.04 of this Agreement. The expenses of the arbitrator shall be paid one-half (½) by the Union and one-half (½) by the School District, and all other expenses shall be borne by the party incurring them. So long as said arbitrator does not exceed his or her authority as provided herein, his or her decision shall be final and binding on the Union, all members of the bargaining unit, and the District.

It is understood between the parties that only the Union, not the individual member, has the right to proceed to arbitration.

Expedited Grievance. In the case of discharge, or by mutual written agreement for other grievances, the Grievance Process will start at Step II – Superintendent.

Definition of Days. For purposes of this Article, working days shall include Monday through Friday, excluding Saturdays, Sundays, holidays, and District recess days.

SECTION 8: WORKING CONDITIONS AND MISCELLANEOUS

Emergency Manager Provision. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1541, *et seq.*, may reject, modify, or terminate this Agreement..

Complete Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, negotiations, and agreements, whether written or oral, related to the subject matter herein.

Wage and Benefit Increases. No increases in benefits or compensation, including wage step and lane adjustments, beyond that allowed in this Agreement will be permitted after its expiration unless ratified by both parties in a successor collective bargaining agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below:

**CLINTONDALE SCHOOL DISTRICT
BOARD OF EDUCATION:**

By: 
Jared Maynard, Board President

By: 
Kevin Knoblock, Interim Superintendent

Date: 9/28/24

TEAMSTERS LOCAL #214:

By: 
Bill Hart, Business Agent

BY: 
Shauna Hemler, Steward

Date: 10/5/26

APPENDIX A

INSURANCE BENEFITS, BENEFITS, AND CLASSIFICATIONS

BUILDING ADMINISTRATORS

Classification:

Principals

Assistant Principals

BENEFITS - LEAVES OF ABSENCE WITHOUT PAY

Family and Medical Leave.

- A. The District will comply with the Family and Medical Leave Act ("FMLA"), as well as District policies and procedures, with regard to requests for unpaid leaves of absence submitted by eligible bargaining unit employees.
- B. A bargaining unit member may, while on an FMLA leave, have the opportunity to apply, interview, and accept posted positions, provided that such activity does not contravene the orders of the treating physician.

Military Leave. Consistent with the Uniform Services Employment and Reemployment Rights Act (USERRA), 43 U.S.C. § 4301, *et seq.*, and applicable state law, a Military Leave of Absence will be granted to employees, to attend scheduled drills or training, or if called to active duty with the US Armed Services.

Employees will receive partial pay for training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on active military duty. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by the District consistent with applicable law.

PTO and holiday benefits will continue to accrue during a Military Leave of Absence up to 30 days. Employees on two-week duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Consistent with applicable law, every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as

though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

Personal Leave. Any Union member may receive a one-year leave without pay for exceptional reasons. The Administrator shall submit a letter of application identifying the exceptional reasons for requesting said leave. The leave shall coincide with the school year. Approval must be granted by the Superintendent of Schools and Board of Education.

Other Leaves. All other requests for unpaid leaves of absence are at the sole discretion of the District. Such leaves shall be without pay and benefits.

Responses to Leave Requests. Response to a discretionary leave request shall be communicated to the Administrator as soon as possible or within forty (40) calendar days. Verification of reason for absence may be required.

BENEFITS - LEAVES OF ABSENCE WITH PAY

PERSONAL TIME OFF (PTO). Building Administrators shall receive fifteen (15) days annually to be used for off schedule vacations, illness or personal business. PTO may accumulate to a maximum of seventy-five (75) per administrator. Upon reaching this cap, no additional accumulation shall be permitted. PTO earned above the capped amount shall be reimbursed at 50% of the administrator's daily rate, prior to June 30th of each year. Upon termination or resignation, either voluntary or involuntary, accumulated sick days shall be reimbursed at fifty percent 50% of the employee's current daily rate.

All PTO used for vacations scheduled outside of the annual school calendar defined time off (including holiday closures) shall be approved by the Superintendent of Schools at a minimum of fourteen (14) calendars days prior to the requested vacation.

Building Administrators will be required to submit documentation from a doctor following a prolonged illness or injury indicating that they are physically able to do work available before returning to active work.

Building Administrators taking more than three (3) consecutive PTO days need approval by the Superintendent.

There is PTO for unpaid leaves or short-term disability/long-term disability leaves. In the event of a sustained illness or injury, an employee may utilize his/her bank of PTO for the extent of the illness (if the employee's bank has sufficient number of accumulated PTO days) or the employee may opt to initiate to short-term disability benefits (see Benefits) at the fifteenth (15th) consecutive calendar day of illness or injury. Should the absence due to illness or injury extend beyond a period of ninety (90) calendar days, said employee may opt to initiate long-term disability (see Benefits) at the ninety-first (91st) consecutive calendar day of illness or injury.

Administrators will not be charged sick leave due to absence from their jobs for reason of illness definitely established as contracted as a result of their employment from the following list:

Mumps	Scarlet Fever	Conjunctivitis
Measles	Impetigo	Scabies
Chicken Pox	Rubella	Ringworm
Head Lice	Covid 19	

A physician's statement shall be submitted to Human Resources.

COVID-19 with a written statement from the health department or a qualified health care provided of a dated positive COVID-19 test result (not self-administered) or a dated written order to isolate/quarantine due to COVID-19.

If the Board authorizes the development or subsequent revision of Board policies dealing with communicable diseases, the District will provide the Union notice and opportunity to bargain on said policies, prior to adoption and implementation on said policies as they impact the working conditions and health and safety of bargaining unit members. This paragraph shall not set precedent in future proceedings or negotiations.

Termination. In the event that employment is voluntarily terminated, members shall receive compensation in cash at their respective per diem base salary rates for any accrued or unused PTO days.

- A. Death: In the event that employees of the District should die while actively employed, the District shall compensate the estate in an amount equal to the number of earned PTO days in the deceased's accumulated bank at the time of their death.

Holidays. Administrative staff shall be granted holiday time that aligns with the annually adopted school calendar, as follows:

- Martin Luther King Day
- Memorial Day
- Juneteenth
- Labor Day (Two (2) days as determined by the school calendar)
- Thanksgiving (Three (3) days as determined by the school calendar)
- Winter holiday break to align with the CEA member break schedule

Short-Term Disability. Weekly benefits are provided subject to proof of loss requirements, payable to insured when an employee is disabled due to illness or injury. Weekly benefit applies on the date the period of disability begins. However, the benefit is payable for the period the disability continues after the elimination period of fourteen (14) calendar days. Accumulated sick days, if any, will be used to satisfy the fourteen (14) calendar day elimination period for short-term disability benefits. The benefit will not be payable for longer than the maximum duration of thirteen (13) weeks for one (1) continuous period of disability whether from one (1) or more causes.

Notification of intent to file for STD must be received in the District (verbal or in writing) within ten (10) working days of the employee's first day off work, except in the case of an emergency.

Benefits are payable only while under continuous care of a licensed physician. The District reserves the right to designate a licensed physician in order to conduct an independent medical exam. A bargaining unit member may, while on a short-term disability leave, have the opportunity to apply, interview, and accept posted positions, provided that such activity does not contravene the orders of the treating physician.

PTO days do not accrue while on short-term disability. The minimum benefit level provided for a base salary work week shall be 70%.

Long-Term Disability. Long-term disability (LTD) benefits provide income if a bargaining unit member is unable to work for a prolonged period. Monthly income benefits are paid when totally or permanently disabled because of illness or injury. Upon recovery, payments stop.

If a bargaining unit member becomes disabled and is eligible for benefits, he or she will continue to receive health, dental, vision and life insurance coverage for a period not to exceed two (2) years or the duration of LTD payments, whichever is less. After two (2) years on LTD, the District may post and fill the position, at which time the employee's employment will be terminated.

The monthly benefit is seventy percent (70%) of base monthly earnings at the date of disability subject to carrier maximum (current benefit maximum shall be twelve thousand dollars (\$12,000) per month. Benefits begin after a qualifying period which is the greater of ninety (90) days or the applicable period of paid leave. Accumulated sick days may be used to satisfy the ninety (90) day elimination period for long-term disability benefits. Benefits continue throughout the period of disability pending required proof of disability from your physician. The duration of benefits is as follows:

<u>Age at Disability</u>	<u>Benefit Duration</u>
Under age 60	to age 65 but not less than 5 years
60-64	5 years
65-69	to age 70 but not less than 1 year
70 and over	1 year

The District reserves the right to designate a licensed physician in order to conduct an independent medical exam.

A survivor's benefit is paid to spouse or children under age twenty-five (25) when proof is received that the insured died while receiving benefits and if disability had continued for one hundred-eighty (180) consecutive days. The benefit will be an amount equal to three (3) times the insured's gross monthly benefit.

LTD benefits are coordinated with other benefits such as social security, and workers' compensation

PTO days do not accrue while on long-term disability.

Workers' Compensation. Workers' compensation will be provided as required by the Michigan Workers' Compensation Act. Sick and vacation time shall continue to accrue during a workers' compensation leave.

Health insurance coverage (medical, dental, vision) shall be paid for each employee and their family, on workers' compensation up to a maximum of two (2) years from the date the employee began receiving workers' disability compensation payments. After two (2) years on workers' compensation, the District may post and fill the position, at which time the employee's employment will be terminated.

Bereavement Leave. Administrative staff who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Paid bereavement leave for a period of five (5) days with pay shall be available to the employee in the case of death of any member of the employee's or spouse's immediate family. The employee may also use up to five (5) days from available Personal Business and Vacation days in the event of such deaths.

The District defines "immediate family" as the employee's spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, or any relative living in the employee's immediate household. In special circumstances, Bereavement Leave may be extended to the employee in the case of death to significant others who have either lived with the employee for a period of years or who have provided an in loco parentis relationship over the years.

Personnel File. Each Administrator shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee to this review. Each personnel file, exclusive of confidential employment and university credentials, shall contain the following minimum items of information:

- TB Report and required medical information
- All annual evaluation reports
- Copies of annual contracts
- A transcript of academic records
- Copy of former teaching credentials and documentations (if applicable)

No material may be placed in the file without allowing the Administrator an opportunity to file a response thereto, and said response shall become part of the file. Personnel files are confidential and only duly authorized personnel may have access thereto.

If an Administrator is requested to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the material. An Administrator who can satisfactorily demonstrate that incorrect or inappropriate material has been placed in his/her file may file a written request for the correction or deletion of the incorrect or inappropriate portion of such material with the Superintendent or designee.

Any disciplinary actions against an Administrator that have been placed in his/her personnel file will only be removed from the Administrators personnel file and destroyed, in accordance with applicable law.

Inclement Weather. When schools are closed to students due to inclement weather, as determined by the District, Administrators shall have the option to work from home up to three (3) days so long as there are no school related activities in buildings that require administrative oversight, such as athletics, clubs, meetings, etc. The availability to work from home is not guaranteed, and is subject to the District's operational and other needs.

BENEFITS – INSURANCES AND OTHER

All insurance coverage shall be in accordance with the provisions and requirements of the group policies. A bargaining unit member or spouse cannot be enrolled in any District benefit both as the subscriber and as a spouse. In the case of both parents being eligible for district benefits, dependents are eligible for coverage under only one parent.

Life Insurance: Term Life. Term life insurance is effective the first (1st) day of employment for bargaining unit members and their eligible dependents. The benefit will be paid to the bargaining unit member's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. See benefit summary included in Appendix A.

- A) **Additional Optional Term Life.** Optional term life insurance is available at the bargaining unit member's expense through payroll deduction at rates established for the bargaining unit member's specific age group. Optional term life insurance will require evidence of insurability and may be obtained only during regularly established enrollment periods.

Medical Insurance. Medical insurance is effective the first (1st) day of employment for bargaining unit members and their eligible dependents. See benefit summary included in Appendix A.

The District and Union agree to review the current health care coverage with the understanding that the Union and District may change the current health care coverage, effective January 1, 2025, if a mutually agreed upon benefit package is available.

Each year, the District shall fund each member's Health Savings Account the amount the medical benefit plan costs for that year is below the "hard cap" for that year as

published by the Michigan Department of Treasury pursuant to the Publicly Funded Health Insurance Contribution Act, PA 152 of 2011. This amount shall not exceed \$1,450 for single subscribers, and \$2,900 for two person and family subscribers.

The medical coverage plan options provided for the bargaining unit staff will be provided to employees as plan options for elected coverage. These medical plan options will include at least one PPO plan option and at least one High-Deductible (HSA accompanied) plan option. Summary Plan Descriptions for each medical coverage plan option offered by the District will be provided to existing employees during the annual health insurance open enrollment period and to new employees upon hire. At any point during the term of this Agreement, the Union may request the District to seek quotes from reliable medical carriers/providers for the existing deductible, co-pay, co-insurance and/or prescription drug card levels or alternative medical coverage plan designs. Upon request, representatives for the Union agree to meet with the District to review and discuss these quotes with the understanding that any change(s) in benefit level(s) is/are subject to negotiation by the parties.

Cash-In-Lieu Opt Out \$3,000 cash payment annually with \$1,500 paid on the first pay period of December and the remaining \$1,500 paid on the first pay period in June. If the Cash-in-lieu opt out increases district wide, the contract shall reflect an opt out increase.

Dental Insurance. Dental care insurance is effective the first (1st) day of employment for bargaining unit members and their eligible dependents. See benefit summary included in Appendix A.

Vision Insurance. Vision care insurance is effective the first (1st) day of employment for bargaining unit members and their eligible dependents. See benefit summary included in Appendix A.

Flexible Spending/Reimbursement Account. Employee Flexible Spending/Reimbursement Accounts may be established effective the first (1st) day of employment. An employee in a bargaining unit position may utilize the Employee Flexible Spending/Reimbursement Account to pay a portion of his/her out-of-pocket uninsured Health Care, Dependent Care, and Adoption expenses with employee pre-tax dollars.

The Flexible Spending Accounts are administered in accordance with applicable IRS regulations and restrictions and the annual minimum and maximum dollar contributions for allowable expenses will be consistent with the limits established by the IRS.

Retirement:

- A. Michigan Public School Employees Retirement Fund Paid in full by the District, exclusive of MIP payment benefits and eligibility as provided by law.

Direct Deposit. Direct Deposit of employees' paychecks into their account at their financial institution is required for all bargaining unit employees. Employees' paychecks are posted to their account at the beginning of each payday. Complete earning statement listing gross pay, deductions, and net amount deposited into an employee's account is available through online services.

Cell Reimbursement. Employees may choose to opt in for cell phone allowance paid on the first pay period of January in the amount of \$500 per year. Employees are expected to use their personal cell phones for District related purposes.

Out-District Mileage. Out-of-District mileage shall be reimbursed at the current IRS rate or Board of Education established rate. Employees shall document out of District travel and provide such documentation and receipts to the District for reimbursement.

Evaluation Stipend. Employees shall earn a \$1,500 evaluation stipend, upon successful overall evaluation rating of "effective" and the achievement of three identified goals. Payment will be made in the first pay of June.

Educational Differential and Tuition Reimbursement. The District shall provide Tuition reimbursement of \$2,500.00 per year, provided the employee meets the eligibility and grade requirements established by the District, and such course work is preapproved by the District and related to the employee's professional employment.

- A. Subject to prior approval by the Superintendent, the District shall pay membership for an employee to enroll in a professional organization related to their job assignment.
- B. The tuition reimbursement period will be for the fiscal year (July 1 to June 30).
- C. Upon request, any Administrator who has accumulated over sixty (60) days of PTO shall be given the sum of one hundred dollars (\$100.00) per each unused day over sixty (60), payable on the last pay of June. The Administrator may receive such incentive up to fifteen (15) days per year.

WAGE CHART – APPENDIX A

WAGE CHART - APPENDIX A

Increase Factor 1%

For Fiscal Year 2026-2027

Elementary Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$94,266	\$97,094	\$100,007	\$103,008	\$106,098	\$109,281	\$112,559	\$115,936
MA+15	\$98,980	\$101,949	\$105,008	\$108,158	\$111,403	\$114,745	\$118,187	\$121,733
MA+30	\$103,929	\$107,047	\$110,259	\$113,566	\$116,973	\$120,482	\$124,097	\$127,820
PHD	\$109,125	\$112,399	\$115,771	\$119,245	\$122,822	\$126,507	\$130,301	\$134,211

Elementary Principal, Middle School Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$98,980	\$101,949	\$105,008	\$108,158	\$111,403	\$114,745	\$118,187	\$121,733
MA+15	\$103,929	\$107,047	\$110,259	\$113,566	\$116,973	\$120,482	\$124,097	\$127,820
MA+30	\$109,125	\$112,399	\$115,771	\$119,245	\$122,822	\$126,507	\$130,301	\$134,211
PHD	\$114,581	\$118,070	\$121,560	\$125,207	\$128,953	\$132,831	\$136,817	\$140,921

Middle School Principal, High School Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$103,929	\$107,047	\$110,259	\$113,566	\$116,973	\$120,482	\$124,097	\$127,820
MA+15	\$109,125	\$112,399	\$115,771	\$119,245	\$122,822	\$126,507	\$130,301	\$134,211
MA+30	\$114,581	\$118,070	\$121,560	\$125,207	\$128,963	\$132,831	\$136,817	\$140,921
PHD	\$120,311	\$123,920	\$127,638	\$131,467	\$135,411	\$139,473	\$143,657	\$147,967

High School Principal, Secondary Campus Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$109,125	\$112,399	\$115,771	\$119,245	\$122,822	\$126,507	\$130,302	\$134,211
MA+15	\$114,581	\$118,019	\$121,560	\$125,207	\$128,963	\$132,832	\$136,818	\$140,922
MA+30	\$120,311	\$123,921	\$127,639	\$131,468	\$135,412	\$139,474	\$143,658	\$147,968
PHD	\$126,327	\$130,116	\$134,020	\$138,041	\$142,182	\$146,447	\$150,840	\$155,365

Secondary Campus Principal								
Step	1	2	3	4	5	6	7	8
Base	\$112,399	\$115,771	\$119,245	\$122,822	\$126,507	\$130,302	\$134,211	\$138,237
MA+15	\$118,019	\$121,560	\$125,207	\$128,963	\$132,832	\$136,818	\$140,922	\$145,150
MA+30	\$123,921	\$127,639	\$131,468	\$135,412	\$139,474	\$143,658	\$147,968	\$152,407
PHD	\$130,116	\$134,020	\$138,041	\$142,182	\$146,447	\$150,840	\$155,365	\$160,026

WAGE CHART - APPENDIX A

Increase Factor

1%

For Fiscal Year 2027-2028

Elementary Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$95,209	\$98,065	\$101,007	\$104,038	\$107,159	\$110,374	\$113,685	\$117,095
MA+15	\$99,970	\$102,968	\$106,058	\$109,240	\$112,517	\$115,892	\$119,369	\$122,950
MA+30	\$104,968	\$108,117	\$111,362	\$114,702	\$118,143	\$121,687	\$125,338	\$129,098
PHD	\$110,216	\$113,523	\$116,929	\$120,437	\$124,050	\$127,772	\$131,604	\$135,553

Elementary Principal, Middle School Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$99,970	\$102,968	\$106,058	\$109,240	\$112,517	\$115,892	\$119,369	\$122,950
MA+15	\$104,968	\$108,117	\$111,362	\$114,702	\$118,143	\$121,687	\$125,338	\$129,098
MA+30	\$110,216	\$113,523	\$116,929	\$120,437	\$124,050	\$127,772	\$131,604	\$135,553
PHD	\$115,727	\$119,200	\$122,776	\$126,459	\$130,253	\$134,159	\$138,185	\$142,330

Middle School Principal, High School Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$104,968	\$108,117	\$111,362	\$114,702	\$118,143	\$121,687	\$125,338	\$129,098
MA+15	\$110,216	\$113,523	\$116,929	\$120,437	\$124,050	\$127,772	\$131,604	\$135,552
MA+30	\$115,727	\$119,200	\$122,776	\$126,459	\$130,253	\$134,159	\$138,185	\$142,330
PHD	\$121,514	\$125,159	\$128,914	\$132,782	\$136,765	\$140,868	\$145,094	\$149,447

High School Principal, Secondary Campus Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$110,216	\$113,523	\$116,929	\$120,437	\$124,050	\$127,772	\$131,605	\$135,553
MA+15	\$115,727	\$119,199	\$122,776	\$126,459	\$130,253	\$134,160	\$138,186	\$142,331
MA+30	\$121,514	\$125,160	\$128,915	\$132,783	\$136,766	\$140,869	\$145,095	\$149,448
PHD	\$127,590	\$131,417	\$135,360	\$139,421	\$143,604	\$147,911	\$152,348	\$156,919

Secondary Campus Principal								
Step	1	2	3	4	5	6	7	8
Base	\$113,523	\$116,929	\$120,437	\$124,050	\$127,772	\$131,605	\$135,553	\$139,619
MA+15	\$119,199	\$122,776	\$126,459	\$130,253	\$134,160	\$138,186	\$142,331	\$146,602
MA+30	\$125,160	\$128,915	\$132,783	\$136,766	\$140,869	\$145,095	\$149,448	\$153,931
PHD	\$131,417	\$135,360	\$139,421	\$143,604	\$147,911	\$152,348	\$156,919	\$161,626

WAGE CHART - APPENDIX A

Increase Factor

1%

For Fiscal Year 2028-2029

Elementary Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$96,161	\$99,046	\$102,017	\$105,078	\$108,231	\$111,478	\$114,822	\$118,266
MA+15	\$100,970	\$103,998	\$107,119	\$110,332	\$113,642	\$117,051	\$120,563	\$124,180
MA+30	\$106,018	\$109,198	\$112,476	\$115,849	\$119,324	\$122,904	\$126,591	\$130,388
PHD	\$111,318	\$114,658	\$118,098	\$121,641	\$125,291	\$129,050	\$132,920	\$136,909

Elementary Principal, Middle School Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$100,970	\$103,998	\$107,119	\$110,332	\$113,642	\$117,051	\$120,563	\$124,180
MA+15	\$106,018	\$109,198	\$112,476	\$115,849	\$119,324	\$122,904	\$126,591	\$130,389
MA+30	\$111,318	\$114,658	\$118,098	\$121,641	\$125,291	\$129,050	\$132,920	\$136,909
PHD	\$116,884	\$120,392	\$124,004	\$127,724	\$131,556	\$135,501	\$139,567	\$143,753

Middle School Principal, High School Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$106,018	\$109,198	\$112,476	\$115,849	\$119,324	\$122,904	\$126,591	\$130,389
MA+15	\$111,318	\$114,658	\$118,098	\$121,641	\$125,291	\$129,050	\$132,920	\$136,908
MA+30	\$116,884	\$120,392	\$124,004	\$127,724	\$131,556	\$135,501	\$139,567	\$143,753
PHD	\$122,729	\$126,411	\$130,203	\$134,110	\$138,133	\$142,277	\$146,545	\$150,941

High School Principal, Secondary Campus Assistant Principal								
Step	1	2	3	4	5	6	7	8
Base	\$111,318	\$114,658	\$118,098	\$121,641	\$125,291	\$129,050	\$132,921	\$136,909
MA+15	\$116,884	\$120,391	\$124,004	\$127,724	\$131,556	\$135,502	\$139,568	\$143,754
MA+30	\$122,729	\$126,412	\$130,204	\$134,111	\$138,134	\$142,278	\$146,546	\$150,942
PHD	\$128,866	\$132,731	\$136,714	\$140,815	\$145,040	\$149,390	\$153,871	\$158,488

Secondary Campus Principal								
Step	1	2	3	4	5	6	7	8
Base	\$114,658	\$118,098	\$121,641	\$125,291	\$129,050	\$132,921	\$136,909	\$141,015
MA+15	\$120,391	\$124,004	\$127,724	\$131,556	\$135,502	\$139,568	\$143,754	\$148,068
MA+30	\$126,412	\$130,204	\$134,111	\$138,134	\$142,278	\$146,546	\$150,942	\$155,470
PHD	\$132,731	\$136,714	\$140,815	\$145,040	\$149,390	\$153,871	\$158,488	\$163,242

TERM LIFE INSURANCE SCHEDULE OF BENEFITS

CLINTONDALE ADMINISTRATOR'S Union

ELIGIBLE CLASSES: Each active, Full-time employee, except any person employed on a temporary or seasonal basis, according to the following classifications:

CLASS 1: Assistant Principals and Principals

CLASS 2: Supervisor, Coordinator

WAITING PERIOD:

CLASS 1, 2 & 3: None

INDIVIDUAL EFFECTIVE DATE:

CLASS 1, 2 & 3: The day the person becomes eligible.

INDIVIDUAL REINSTATEMENT:

CLASS 1, 2 & 3: Not Applicable

MINIMUM PARTICIPATION REQUIREMENTS: Percentage: 100%

AMOUNT OF INSURANCE:

Basic Life and Accidental Death and Dismemberment:

CLASS 2: \$250,000, not to exceed five (5) times Earnings.

The Life amount will be reduced by any benefit paid under the Living Benefit Rider.

SCHEDULE OF BENEFITS

NAME OF SUBSIDIARIES, DIVISIONS OR AFFILIATES TO BE COVERED: NONE

ELIGIBLE CLASSES: Each active, Full-time employee, except any person employed on a temporary or seasonal basis, according to the following classifications:

CLASS 1: Assistant Superintendent, Director, Principal, Assistant Principal, Supervisor, Assistant Supervisor and Coordinator

WAITING PERIOD:

CLASS 1: None

INDIVIDUAL EFFECTIVE DATE:

CLASS 1: The day the person becomes eligible.

INDIVIDUAL REINSTATEMENT:

CLASS 1: Not Applicable

MINIMUM PARTICIPATION REQUIREMENTS: Percentage: 100%

Number of Insureds: 10

LONG TERM DISABILITY BENEFIT ELIMINATION PERIOD:

CLASS 1: 60 consecutive days of Total Disability.

MONTHLY BENEFIT: The Monthly Benefit is an amount equal to:

CLASS 1: 70% of Covered Monthly Earnings, payable in accordance with the section entitled Benefit Amount.

MINIMUM MONTHLY BENEFIT: In no event will the Monthly Benefit payable to an Insured be less than \$100.

MAXIMUM MONTHLY BENEFIT:

CLASS 1: \$8,000 (this is equal to a maximum Covered Monthly Earnings of \$11,429).

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

<u>Age at Disablement</u>	<u>Duration of Benefits (in years)</u>
61 or less	To Age 65
62	3½
63	3
64	2½
65	2
66	1¾
67	1½
68	1¼
69 or more	1

OR

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

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

CHANGES IN MONTHLY BENEFIT: Increases in the Monthly Benefit are effective on the first of the month coinciding with or next following the date of the change, provided the Insured is Actively at Work on the effective date of the change. If the Insured is not Actively at Work on that date, the effective date of the increase in the benefit amount will be deferred until the date the Insured returns to Active Work. Decreases in the Monthly Benefit are effective on the first of the month coinciding with or next following

the date the change occurs. However, changes in the Monthly Benefit because of a change in Earnings are effective as explained in the definition of Covered Monthly Earnings.

CONTRIBUTIONS: Insured: 0%

Premium contributions will not be included in the insured's gross income.

For purposes of filing the insured's Federal Income Tax Return, this means that under the law as of the date this Policy was issued, the insured's Monthly Benefit might be treated as taxable. It is recommended that the Insured contact his/her personal tax advisor.