

PREFACE

Master Agreement Between

The Monroe County Intermediate School District and Monroe County Intermediate Federation of School Administrators (AFSA) Local 59 AFL-CIO

This Agreement is made by and between the Board of Education of the Monroe County Intermediate School District (hereinafter called the "Board") and the Monroe County Intermediate Federation of School Administrators, Local 59, AFL-CIO (hereinafter referred to as the "MCIFSA"). This Agreement may be altered, changed, added to, deleted from or modified through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Any individual contract between the Board and an employee covered by this Agreement, heretofore executed shall be 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 the Agreement, this Agreement, during its duration, shall be controlling, and shall become a part of the established personnel policies of the Board.

Conformity to Law Clause

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, MCIFSA and members of the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, upon mutual consent of both parties to the contract, the specific provision, thus voided, and that provision only, shall be immediately subject to negotiations. All other provisions of this Agreement shall continue in effect.

ARTICLE I

Recognition

A. The Board recognizes the Monroe County Intermediate Federation of School Administrators (MCIFSA) as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, with respect to wages, hours and other working conditions for employees in the following areas of educational services:

1. Special Education Regional Director
2. Special Education Program Supervisor/Principal
3. Director of Instructional Technology
4. Supervisor of Health Services
5. Special Education Planner/Coordinator

As new professional employee positions are created which require State Department of Education certification and/or approval, said position and personnel shall be included in the bargaining unit and subject to the provisions of this Agreement. All other professional and non-professional personnel employed on an hourly, per diem, contracted, substitute or administrative or supervisory basis are not eligible for coverage under this Master Agreement.

B. The Board hereby agrees that it shall not enter into any collective bargaining Agreement with any employee as listed in Section A hereof or will not negotiate with any other collective bargaining organization on behalf of said employees during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict any member's rights he/she may have under the Michigan General School Law or Teacher Tenure Act. The rights granted to members under the Master Contract shall be deemed to be in addition to those provided elsewhere.

D. Copies of this Agreement shall be presented to all members covered by this Agreement now employed or hereafter employed or considered for employment by the Board. The Board and the Union will jointly share the cost of reproducing this Agreement. Additional copies of the contract shall also be provided to the MCIFSA for its use.

E. The MCIFSA agrees to admit all employees to membership without discrimination on the basis of race, creed, color, age, national origin, sex or marital status and to represent them without regard to their participation in the affairs of other professional educational organizations.

ARTICLE II

Rights of the Board of Education

- A. The Board on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Michigan and the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the Monroe County Intermediate School District and the Monroe County Educational Programs and Personnel, including the properties and facilities of the District, and the activities of its employees during the school day or while discharging professional responsibilities arising from employment with the Board.
 2. To hire and assign all employees and subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of Michigan and of the United States.

ARTICLE III

Rights of the Union and Its Members

- A. The Board hereby agrees that every eligible employee of the Board shall have the right to freely organize, join, and support the MCIFSA for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection.
- B. As a duly elected body exercising governmental power under cover of the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by laws of the State of Michigan or Constitutions of Michigan and United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions

of employment by reason of his/her membership in the MCIFSA, his/her participation in any activities of the MCIFSA or collective professional negotiations with the Board, or his/her institution of any grievance complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- C. The Board shall make available to the MCIFSA, upon its reasonable requests, such statistics or financial information in the possession of the Board as are relevant for the negotiations of collective bargaining agreements. It is understood that the foregoing shall not be construed to require the Board to compile information or statistics not already compiled.
- D. The MCIFSA shall have the right to post notices of activities and matters of MCIFSA concern on designated bulletin boards. The MCIFSA may also use MCIFSA member mailboxes for written communications to its members as long as no additional cost accrues to the Board for such communication.
- E. The MCIFSA will receive a copy of the Board of Education Agenda for each regularly scheduled meeting, as well as notification of special called Board meetings.
- F. The MCIFSA shall be granted access to reproduction equipment in the Administration or Special Education Building with appropriate clearance from the Superintendent or his designate.
- G. The MCIFSA and its members shall have the privilege to use school building facilities at all reasonable hours for meetings relative to the MCIFSA. All such meetings shall be cleared in advance with the Superintendent or his designate.
- H. The provisions of this Agreement as to wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization.
- I. The MCIFSA recognizes that as educational circumstances and conditions change so may the structure and organization of MCISD programs and services. It is the Board's intent that the MCIFSA members have the opportunity to present appropriate input prior to implementation.

ARTICLE IV

Professional Dues or Fees and Payroll Deductions

- A. Any staff member who is not a member in good standing or who does not make application for membership within thirty (30) days from the first day of active employment under this contract shall, as a condition of employment pay a service fee to the MCIFSA in a legally permissible amount not to exceed the amount of the dues uniformly required to be paid by the members of the MCIFSA. Any authorization form for dues or service fee to be signed by an employee and any requirements with respect to revocation thereof shall be consistent with legal requirements.

- B. Any staff member may authorize payroll deduction for such dues or service fee. Authorization of deductions shall continue in effect from year to year unless revoked as permitted by law and/or union procedures. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the staff member once a month for ten months, beginning in September and ending in June of each year. Deductions for personnel employed after the commencement of the school year shall be appropriately prorated to complete dues requirements by the following June. An employee contesting the appropriate amount of the service fee to be deducted must exhaust the internal administrative procedures of the union. The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this agreement, or to any other administrative or judicial procedure.

- C. In the event a staff member shall not pay such service fee directly to the MCIFSA or authorize payment through payroll deduction, as provided in the preceding Section, the Board shall, at the request of the MCIFSA, notify said staff member that Article IV of the Master Agreement calls for all staff members to pay the MCIFSA a fee in a legally permissible amount not to exceed the dues and assessments and said staff member shall honor his contractual obligation in accordance with the Master Agreement by an involuntary deduction from the employee's wages pursuant to MCLA 408.477, MSA 17.277(7).

- D. With respect to all sums deducted by the Board pursuant to authorization by the staff member, the Board agrees to remit promptly such sums to the MCIFSA and/or its designate, accompanied by a list of staff members for whom such deductions have been made on or by the last day of each month for that month's deductions.

- E. Upon written authorization from the staff member, the Board shall deduct from the salary of any staff member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the MCIFSA and Board.
- F. An employee who, because of sincerely held religious beliefs due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain union membership or otherwise financially support the union as a condition of employment. However, such employee shall be required in lieu of service fees to pay an equal amount to a non religious charitable fund exempt from taxation under Section 501(C) (3) of the Internal Revenue Code. Donations shall be made to one of three charitable organizations as mutually designated by the District and the Union.
- G. The MCIFSA will protect and save harmless the Board and each member thereof from any or all claims, demands, suits, costs, and other forms of liability, including attorney's fees and unemployment compensation, by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the above mentioned sections of this Article. Should this indemnification provision be declared unenforceable or void by a court of competent jurisdiction or should the union or its agent challenge the validity or enforceability of this indemnification provision, the Board shall not be required to make deduction or any representation service fees or otherwise enforce the representation service fee provisions of this Article.

ARTICLE V

Professional Compensation

- A. The salaries and fringe benefits of members covered by this Agreement are set forth in Schedules "A" and "B" which are attached to and incorporated in this Agreement. All language, salary and fringe benefits covered within this Agreement shall remain unchanged during the term of this Agreement.
- B. Employees attendance at conferences and inservice programs for professional growth is encouraged by the Board whenever appropriate and feasible. Requests to attend conferences, workshops and inservice sessions require the prior approval of the immediate Supervisor and Board approval for out of State meetings. If such approval is granted, the employee will be granted released time and will be reimbursed for reasonable expenses incurred in attending same.
- C. All employees covered by this Agreement may elect at the beginning of the contractual year to receive his/her pay in twenty-six (26) pays or in bi-weekly installments, the number being determined by the length of the employee's work year. However, once the decision is made as to the number of pays he/she shall receive, it will not be changed during the school year, except in cases of emergency. All employees employed for more than forty-four contractual weeks may only select the twenty-six (26) pay schedule. The first pay period will occur on the normal bi-weekly pay schedule and may be for either one or two weeks pay depending upon the amount of time the staff member has worked up to that pay day. Compensation to employees will be paid by direct deposit to an account or accounts of their choice.
- D. All employees are eligible for reimbursement of authorized travel in their vehicle in fulfilling their employment responsibilities. Allowed mileage will be reimbursed at the Board established rate. Mileage requests are to be submitted in writing at the end of each month to the appropriate Assistant Superintendent. Mileage requests submitted more than 30 days after the due date will not be paid except in extenuating circumstances.
- E. Each employee covered by this Agreement will receive the following Holidays with pay, at his/her regular daily rate of pay, even though no work is performed by the employee, and provided that such Holiday falls within the interval of employment for the employee:

New Years' Eve Day
New Years' Day
Presidents' Day
Good Friday

Memorial Day
July Fourth
Labor Day
Thanksgiving Day, and
the Friday following

Christmas Eve Day
Christmas Day, and
the first working day
after Christmas

If Good Friday and/or Presidents' Day is a working day, then the employee would take the holiday(s) at a time mutually determined by the employee and his/her Supervisor.

- F. Employees taking additional course work requested or approved by the Board shall be granted full reimbursement for his/her tuition and books. Employees may receive up to \$400 annually for successfully completed graduate level course work directly related to their current position at the MCISD and approved in advance by the Superintendent.
- G. The Board may extend or reduce an employee's contractual work year as long as such work year is not less than the minimum contract year as stated in Article VI, Section M. In such cases the employees salary will be increased or decreased by an amount equal to the employee's current daily rate (annual salary divided by the number of contractual work days plus paid holidays) times the number of days extended or reduced.

All contract extensions will require the employee's consent. If no qualified member of the bargaining unit is willing to accept the assignment, the Board may employ nonunion staff to fulfill the position.

The Board may employ employees beyond their normal contractual work year for special or extra projects at a different rate of pay.

- H. If, during the employee's contract year, the employee is reassigned or transferred within or outside the bargaining unit, his/her salary shall be maintained or he/she shall receive the salary designated for the new position, whichever is higher.
- I. Longevity will be paid to each employee covered by this Agreement who, as of July 1st, has at least ten (10) consecutive years of service to the Monroe County Intermediate School District as listed. Payment will be made in one lump sum on or about the first Friday in December. Employees not completing their contract year will have such payment deducted on a pro-rata basis.

10 - 14 years:	\$800.00
15 - 19 years:	\$900.00
20+ years:	\$1,000.00

- J. The Board of Education will reimburse membership dues up to a maximum of \$300.00 per employee for primary professional organizations whose goals and functions relate directly to the employee's assigned responsibilities. Such membership(s) requires prior approval of the Division Head and Superintendent on a form provided by the Human Resources Department.

- K. Employees will be eligible for merit pay of up to \$1,250.00 annually based upon satisfactory fulfillment of five goals (\$250 per goal). The five goals will be mutually determined between the employee and the appropriate Assistant Superintendent by June 15th for the next fiscal year (July 1 to June 30). The appropriate Assistant Superintendent will make a determination by June 1 whether each goal has been achieved. This decision is not grievable.

ARTICLE VI

Working Conditions

The Board shall attempt to establish and maintain working conditions that will enable each employee to carry out the responsibilities and functions of his/her position.

- A. Clerical assistance will be assigned to each employee covered by this Agreement.
- B. All full-time employees will be assigned classroom responsibilities only under emergency situations when a substitute cannot be employed.
- C. The employee shall have the authority to make decisions with regard to his/her program within the procedures and policies of the Monroe County Intermediate School District. Such decisions are subject to direction and review by the supervisors' immediate supervisor.
- D. The employee shall be encouraged to develop ideas for enriching and expanding his/her program.
- E. The employee shall be asked for input before changes are made with regard to his/her program and shall be informed at the earliest possible date of the decision, if he/she is available.
- F. The employee shall be asked for input with regard to staff changes before said changes occur, if he/she is available.
- G. Each employee covered by this Agreement shall have the right to make staff assignments within his/her program, which are subject to the approval of his/her immediate supervisor.
- H. Student assignments and reassignments shall be made by the employee, and are subject to approval by his/her immediate supervisor.

- I. The Board recognizes that in the course of the employee carrying out his/her responsibilities and in contact with students, the employee's personal property (clothing, glasses, jewelry, etc.) may be damaged or destroyed. The Board shall reimburse an employee covered by this Agreement for his/her damaged or destroyed property and all related expenses not covered by the employee's or Board's insurance. The limits of the Board's liability in each incident will be limited to \$150.00.
- J. The Board recognizes the importance of the line/staff relationship and will attempt to operate within this structure. When possible, all matters relative to a program will be channeled through the program supervisor. The MCIFSA recognizes that there are times when this procedure cannot be followed due to the employee being unavailable; under this condition the MCIFSA would accept deviations from this section.
- K. The Board recognizes that it is sometimes necessary to call in an employee during the summer break period and/or scheduled break time during the work year. On those occasions the employee covered by this Agreement shall receive compensation for his/her time. Compensation will be in the form of monetary remuneration (number of hours worked times the employee's hourly rate) or in released time equal to the time required to work, upon approval of the immediate supervisor.
- L. The work day for all employees covered by this Agreement will be a minimum of eight (8) hours which will include a one-half (1/2) hour lunch period.
- M. The employee's work year will be clarified annually in the form of a letter no later than July 1st of each year, or thirty (30) days prior to the beginning of the normal work year, and will include at least a minimum of 215 contract days which will include eleven (11) paid holidays.
- N. During the employment of new staff, the personnel department will screen all applicants and determine their ability to meet the qualifications and certification for the position. Upon completion of the screening process, the employee will have an opportunity to interview the candidates. When possible, final recommendation as to the candidate to be recommended for employment will be made by the employee covered by this Agreement, with approval of his/her immediate supervisor and the Superintendent.
- O. In the event that it becomes necessary to extend the employee's scheduled work year as a result of his/her program being closed because of inclement weather, fire, epidemics, mechanical breakdowns, or health conditions as defined by city, county or state health authorities, and these days are rescheduled, the Board will pay the employee his regular daily rate of pay for these extended days or grant the employee additional released time equal to

the extended days. Extension of the work year for the reasons stated shall only apply to employees working less than 220 days.

- P. In an effort to protect the health of our employees, the Monroe County Intermediate School District supports the concept of a "Smoke Free Environment". There will be no smoking in district buildings or on district grounds.
- Q. As an initial step in the budget process, prior to February 1 of each year, the MCIFSA President may request that two (2) unit designees and two (2) District designees meet to review the respective administrative duties and responsibilities of identified unit members. This meeting will be to identify any issues or concerns relating to their assignments which impede or hinder their ability to achieve District goals for their program(s) Any agreed upon recommendation will be submitted to the Superintendent for consideration. This provision is not subject to the grievance process.

ARTICLE VII

Transfers and Vacancies

A. Vacancies

Any vacant position covered by this Agreement, or the creation of a new covered position within the District shall be filled according to the following procedures:

1. Notice of any vacant position or creation of any new position covered by this Agreement within the District shall be sent to each school building and to the President of the Union. The Superintendent shall promptly notify the President of the Union, and shall accept applications from interested employees, and also post the position with the appropriate university placement centers. Any employee covered by this Agreement may apply in writing for the position if he/she is qualified. A minimum of ten (10) work days shall be allowed for application to be received from any supervisor/coordinator.
2. The Board further declares its support of a policy of promotion within the Intermediate School District.
3. The Board will strive to award an open or new position within the jurisdiction of the contract to the most qualified applicant who the board in its judgment determines has the greatest potential for success in the position. However, when the most senior qualified employee is an

unsuccessful applicant, upon request, he/she will receive in writing the reason(s) for not being offered the position.

B. Voluntary Reassignment

An employee may return to a non-supervisor/coordinator position and shall be granted all benefits and conditions set forth in the teacher tenure law. The employee shall be granted up to five (5) years of experience prior to being employed by the District plus all the years of experience with the District for purposes of placement on the teacher salary schedule. Seniority under the teacher contract will be determined by other provisions of that contract.

ARTICLE VIII

Leaves of Absence

A. Illness/Injury Leave

1. MCIFSA members will be entitled to one (1) day of illness/injury leave per month employed by the District. Illness/injury leave days will be accumulated on an earned basis except that all staff members will be granted two (2) additional non-earned illness/injury leave days at the beginning of their contractual year, with a maximum of fourteen (14) days per year. The maximum accumulation of illness/injury leave days will vary dependent upon the regular work year for each employee, as follows:
 - a. 215 day work year - 145 day maximum accumulation
 - b. 220 day work year - 150 day maximum accumulation
 - c. 230 day work year - 155 day maximum accumulation
 - d. 240 day work year - 160 day maximum accumulation
2. Not later than thirty days following January 1st and July 1st, each member will be notified in writing of his/her total accumulated illness/injury leave as of the first of that month.
3. A member may utilize his/her illness/injury leave days for absences due to illness or injury of him/her self or due to illness or injury of a resident member of his/her immediate family that requires his/her personal care or attention. (Immediate family shall be defined as spouse, children or stepchildren residing at home, and other permanent resident relatives of the home.) In addition, a staff member may also use up to three (3) illness/injury leave days per incident for absences due to illness or

injury of a parent, step-parent, child or step-child not residing in the member's home.

4. These days may be taken in one-quarter (1/4) day increments of the employee's work day.
5. In case of illness or injury, the member shall call the Division Head or his designate as clarified annually by the Division Head by written memorandum. Failure to comply as stated above may result in a loss of pay for the day.
6. Any member who has been absent from work because of illness or injury must complete and submit an "Absence Report" postmarked or personally delivered on the first day after returning to work. Failure to comply with this requirement may cause the member to lose illness/injury leave credit for the period of time.
7. Members who have been employed by the Monroe County Intermediate School District on a full-time basis for a minimum of five (5) consecutive years and who are voluntarily terminating their employment at the end of their normal contract year shall be eligible for reimbursement for accumulated illness/injury leave at the rate of \$25 per day to a maximum of \$1,500.00. To be eligible for this benefit, notice of termination must be given at least twenty (20) business days prior to the end of the normal contract year for that member.
8. Any member who has reached the accumulated maximum allowed days of illness/injury leave shall be eligible at the end of each contract year to receive reimbursement for any excess earned illness/injury leave days at the rate of \$60.00 per day.
9. If there is a reasonable basis to suspect misuse, a member may be required to produce evidence in the form of a medical certificate or otherwise of the adequacy of the reason for his/her absence during the time for which illness/injury leave is granted. Such a requirement by the Board shall not be at its expense.

B. Necessary Business/Emergency Days

1. At the beginning of the member's contract year, each member shall be credited with two days (one day for persons contracted less than 210 days) to be used for emergencies or personal business. These days shall only be used for purposes which cannot be conducted during non-work hours or for other emergency reasons which are not eligible under Illness/Injury Leave. Some of the reasons for which Necessary Business/Emergency Days may not be used are: shopping trips,

vacation, personal convenience, hunting or other recreational activities, and for purposes of earning money.

2. A member wishing to use his/her Necessary Business/Emergency Day(s) shall indicate this desire to his/her Division head as well as file and sign a written statement on the appropriate form at least two (2) days in advance, except in emergency situations.
3. The written form will indicate that the use of the Necessary Business/Emergency Day is not for inappropriate purposes, but is being used to conduct business or handle circumstances which cannot be conducted during non-work day hours. Staff must specifically document reason(s) for use of Necessary Business/Emergency Days. This form will require the approval of the Division head and Superintendent or his designate.
4. Failure to comply with the procedures above may result in loss of pay for the day and disciplinary action at the discretion of the Superintendent or his designate.
5. Necessary Business/Emergency Days may not be used before or after Holidays, vacation or the first or last day of the school year. They may not be planned in conjunction with any form of paid or unpaid leave of absence.
6. Unused Necessary Business/Emergency Days may be accrued to a maximum of three days in any one year and any other unused Necessary Business/Emergency Days will be added to the accumulated Illness/Injury Leave Days at the end of the fiscal year.
7. These days may be taken in one-quarter (1/4) day increments of the employee's work day.

C. Maternity Leave

1. Maternity Leaves of absence without pay are available to employees. The length of the requested leave may vary to a maximum of six (6) months, but may be extended at the discretion of the Board.
2. Employees who have completed one (1) contractual year of full-time service desiring absence from work for pregnancy, childbirth and/or child care shall submit a written request to the Board no later than the beginning of the sixth (6th) month of pregnancy indicating a selection of one of the following choices:

- a. Continued employment until childbirth and immediate return to full-time employment after completion of actual physical incapacity as determined by a physician's statement.
 - 1) Failure to report to work after receiving a physician's statement of satisfactory physical condition shall be just cause for dismissal.
 - b. When a leave of absence without pay is requested, the beginning and terminating dates of such leave shall be specifically established in the employee's written request and shall not be changed unless there are extenuating circumstances and then only with the mutual consent of the employee and the Board.
3. Insofar as possible, the beginning and termination dates of the leave of absence should conform to the beginning or ending of a vacation break, semester, or school year in order to prevent disruption of the normal school operation.
 4. Employees desiring to continue work beyond the eighth (8th) month of pregnancy must submit a written physician's statement to the Superintendent bi-weekly. The written physician's statement must indicate the staff member's ability to continue work on a full-time basis.
 5. The employee shall be eligible to return from maternity leave upon filing a written physician's statement with the Superintendent that she is physically fit for full-time employment.
 6. Failure to return on the date specified shall be conclusively deemed a resignation.
 7. Upon return from absence due to childbirth, the supervisor/coordinator shall be assigned to the same or similar position held prior to such absence.
 8. Maternity Leaves will be granted without pay. Such leaves requested for more than thirty (30) calendar days will also not qualify for Board paid fringe benefits, experience credit, and illness/injury leave accumulation except that the members current hospital/medical insurance coverage shall continue through the first twelve (12) work weeks of such leave if the leave is pursuant to the Family and Medical Leave Act. Upon return from maternity leave, the employee shall be restored to her same or similar position as when she left and be entitled to other benefits accrued prior to said leave.

D. Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, a member who has been employed at least twelve (12) months as a full-time employee is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay, but with group health insurance coverage maintained for one or more of the following reasons:

- a. Due to the birth of the member's child in order to care for the child;
- b. Due to the placement of a child with the member for adoption or foster care;
- c. Due to the need to care for the member's spouse, child or parent who has a serious health condition; or,
- d. Due to a serious health condition that renders the member incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment or physical or mental condition that involves (1) in-patient care in a hospital, hospice or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the member's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the member. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

E. Medical Leave

A member whose personal illness or injury extends beyond the period of his/her accumulated illness/injury leave, upon written request to the Board with physician's verification, shall be granted a medical leave of absence without pay for a period not to exceed six (6) months. During this leave period, the Board will assume the full cost of the employee's eligible hospital/medical insurance but will not be responsible for any other Board paid insurance benefits. A continuation of such leave up to an additional six (6) months without pay may be granted at the Board's discretion. The Board will continue to pay one-half (1/2) the cost of the employee's eligible hospital/medical insurance coverage for the additional six month period, should such continuation be granted by the Board. Upon return from such medical leave, the member shall provide a physician's statement that he/she is capable of returning to work on a full-time basis. Such member shall then be assigned to his/her previous position.

F. Funeral Leave

1. A maximum of five (5) days of absence with pay (and not to be deducted from illness/injury leave) will be granted for death in a member's immediate family (defined as spouse, children, step-children, parents and step parents).
2. A maximum of three (3) days of absence with pay (and not to be deducted from illness/injury leave) will be allowed in the death of a mother/father-in-law, grandparent, sibling, sister/brother-in-law, grandchild or step-grandchild, and any permanent resident relative living in the household.
3. Days may be taken beyond the five (5) and three (3) day limits and deducted from illness/injury leave upon prior approval of the Administration.
4. A written "Absence Report" will be filed with the immediate Division head stating the relationship of the person for whom the leave was requested.

G. Court Witness

Members who are called to appear as witnesses in court in line with their duty will continue to receive pay as if they were on regular duty during the time of service as a witness.. Any payment or fee received by the member will be remitted to the business Office upon receipt.. The Board will not excuse a member with pay to serve as a witness in a personal action against the Board or to serve as a witness on behalf of the MCIFSA in an action brought against the Board.

H. Jury Duty

Members who are called for jury duty receive pay as if they were on regular duty during the time of jury service. Any payment or fee received by the member will be remitted to the Business Office upon receipt.

I. Union Leave

At the beginning of each school year the MCIFSA shall be credited with three (3) days to be used by employees who are officers or chief negotiators of the MCIFSA. These days shall be used to attend functions or activities which are consistent with the interests of the district. The MCIFSA President shall obtain approval of the affected employee's immediate supervisor in writing not less than two (2) working days in advance of taking such leave, with said leave being limited to no more than two (2) members in any one day.

J. Other Leaves

1. After five years of continuous full-time service with the District, an employee shall be eligible for and upon written request may be granted a leave of absence for the following reasons:
 - a. Child adoption
 - b. Child care
 - c. Formal education
2. Such leave shall be for a period of up to one (1) year and shall be unpaid and without Board paid benefits.
3. The beginning and ending dates of such leave must accommodate the normal operation of school insofar as possible and will therefore conform to the beginning and ending of a semester or school year whenever possible.
4. It shall be the employee's responsibility to notify the Superintendent in writing no less than ninety (90) days before the expiration of such a leave as to his/her intention to return to employment with the District.
5. No more than one (1) staff member per year shall be granted such leave.
6. Upon return from such leave, the employee will be assigned to the same or similar position or if the previous position no longer exists the Reduction/Recall Article of this contract will take effect.
7. The Board may grant other leaves of absence not specified in this contract when they are requested by an employee.

ARTICLE IX

Evaluation

- A. At least once each year, prior to April 1st, each employee will be evaluated in writing by his/her immediate supervisor. Upon completion such evaluation will be discussed with and signed by the employee and if the employee is in disagreement with any part of the evaluation he/she can attach a written statement.

- B. The following evaluation process and time-lines will be followed in evaluating employees:
1. Goal-Setting Conference: Beginning of contract year.
 2. Informal Progress Review: Middle of contract year.
 3. Pre-Evaluation Discussion: Not later than fifteen (15) days prior to April 1st.
 4. Written Evaluation: No later than April 1st.
- C. The employee's evaluation shall be based on his/her performance during the contract year. The evaluation format shall be mutually agreed upon by the MCIFSA and the Board. The evaluation shall be written within the framework and parameters of the employee's job description, the policies and procedures of the Board and other directives that have been issued by the Administration.

ARTICLE X

Protection of Members

A. **Discipline**

1. No employee shall be arbitrarily or capriciously disciplined. Discipline, when necessary, will be applied according to a progressive scale of severity. Discipline may be initiated at any place on the scale, depending on the severity of the offense and employee's previous record.

Prior to any disciplinary procedures being implemented, the employee shall be notified of the intent to discipline and shall have the right to be represented and/or have another member of the MCIFSA present. Notification of intent to discipline must be within fifteen (15) working days of the Administration/Board becoming aware of the alleged incident. The term "working days" as used herein shall mean days on which the affected administrator was scheduled to work.

Step 1 Verbal Warning - To protect the Board, the employee and the MCIFSA, signatures attesting to the fact that a verbal warning has been given will be exchanged.

Step 2: Written Reprimand

Step 3: Temporary Suspension with Pay

Step 4: Temporary suspension with pay and a formal hearing by the Board at which time further actions will be decided upon. The employee may have witnesses and counsel of his/her choosing at this hearing.

2. Any such discipline, except where the tenure process is available, shall be subject to the grievance procedure hereinafter set forth.

B. Personnel File

No materials originating after original employment will be placed in his/her personnel file unless the employee has had an opportunity to review the material and sign and date same. The employee may submit a written notation regarding any material in question. If an employee believes that material to be placed in his/her file is in error, he /she may receive adjustment provided cause is shown through the grievance procedure whereupon the material will be corrected or expunged. When the employee is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the materials but in no instance shall said signature be interpreted to necessarily mean agreement with the content of his material.

C. Job Related Injuries

Any employee who in the line of duty sustains an injury requiring absence from work which qualifies for payment under the Workers' Compensation Act will be paid during the period of such disability the difference between his/her regular salary and the amount received as payment under the Workers' Compensation Insurance Program for as long as the member has illness/injury leave days accumulated. The member's illness/injury leave shall be reduced by one-quarter (1/4) day for each full day absent from work during such disability period. Upon expiration of the employee's accumulated illness/injury leave, the Board will furnish only medical, surgical and hospital care benefits as provided by the Workers' Compensation Insurance.

D. Legal Assistance

In the event a Complaint and Summons is lodged against an employee who is named as defendant for actions taken by him/her in his/her representative capacity as an employee of the Board, the Board shall, upon request, provide legal assistance and/or representation if necessary, through its attorney or other designated counsel, provided that:

1. A copy of the Complaint and Summons is transmitted to the Superintendent or his designee within two (2) working days of service upon the defendant employee.

2. Pursuant to Board investigation and determination, such employee named was acting consistent with and within the scope of his/her proper duties and responsibilities and within his/her official representative capacity as a Board employee.
3. Pursuant to Board investigation and determination, such employee has acted in full accord with Board policy in carrying out functions which give rise to the legal action.
4. There has been no unlawful act or criminality on the part of the employee.

The provision of legal advice and/or representation herein shall not apply to any employee who in his individual capacity engages in actions outside the scope of the authorized duties.

E. Complaints

When complaints or charges are made against any employee the employee shall be timely notified and if the complaint is in writing, the employee shall be permitted to answer the complaint in writing or to request a hearing before the Superintendent or Board. Any request involving a hearing on a matter which comes from the Superintendent or Board shall permit the employee to have representation of his choice and at his/her own expense.

ARTICLE XI

Reduction/Recall

A. Procedures

1. The unit recognizes that it is within the Board's discretion to eliminate education programs, curriculum offerings, staff and positions. However, before layoffs are begun, the supervisory union shall be consulted with as to who shall be laid off. Such consultation shall not delay the sending of the layoff notices.
2. If a position covered by this Agreement is eliminated, the affected employee shall be entitled to dislodge another employee in a position based upon qualifications, certification/approval and seniority.
3. The dislodged employee will have the right to dislodge an employee in a position for which he/she is qualified and certified/approved and where the existing supervisor/coordinator has less seniority.

4. In the event that the Board decides to eliminate positions covered by this Agreement during an employee's first three years of employment, and reduces the number of employees, the affected employees shall receive notice sixty (60) days prior to July 1st that they will not be employed for the coming year.
5. Employees who have been dislodged from their positions may enter the teacher bargaining unit and will be subject to reentry provisions negotiated within the master teacher contract and Tenure Law.
6. The laid off employee shall have recall rights not to exceed five (5) years from the effective date of layoff when being recalled to the same position from which laid off and not to exceed three (3) years from the effective date of layoff for other positions in the unit. However, the employee must keep the Board informed of current address and telephone number.
7. Recall shall be in reverse order of layoff according to qualifications and certification/approval at time of layoff.
8. If an employee is laid off and subject to recall rights he/she shall maintain his/her certification/approval or lose said recall rights.
9. If an employee is involuntarily reassigned during the year as a result of a layoff, the employee's salary shall remain the same or shall go to the rate of the new position, whichever is higher, only for the remainder of that contract year.
10. Written job descriptions for each employee covered by this Agreement shall be the sole determination in regard to qualifications as the term "qualifications" is applied within this section. Personnel covered by this Agreement shall have the opportunity for input in writing their job description.

B. Seniority

The seniority of the members of the bargaining unit shall be based on the first day of work in a position covered by this Agreement. When more than one (1) employee begins work on the same date, seniority rank will be determined by the number of years of professional experience within the District. If two (2) or more employees have identical experience, seniority rank will then be determined by the lowest number of the last four digits of the individual's social security number.

ARTICLE XII

Grievance Procedure

A. Definition

A grievance is a complaint by an individual and the bargaining unit alleging a violation, misinterpretation or misapplication of this Agreement.

1. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such proceedings. Furthermore, that the parties shall attempt to secure at the lowest level possible equitable solutions to the problems presented through this procedure.
2. If the staff member, having filed a grievance, voluntarily terminates employment said grievance shall be immediately withdrawn.
3. No reprisals of any kind shall be taken by or against any employee covered by this Agreement due to participation within this grievance procedure.
4. Reasonable access shall be made available to both parties to all places, records and information necessary to the determination and processing of a grievance.
5. The term "work days" as used herein shall mean days on which an affected grievant was scheduled to work when the grievance involves only that individual administrator. If a grievance involves more than one administrator with different work schedules, the term "work days" shall mean days when the administrative office is open Monday through Friday.
6. The MCIFSA may not initiate and/or perpetuate a grievance involving the right of a staff member or group of members without his/her or their expressed approval at each step of the procedure.
7. An employee or his designated MCIFSA representative involved in a grievance hearing shall not be docked pay for involvement in same.
8. Written grievances as required herein shall comply with the following provisions:
 - a. It shall be signed by the grievant or grievants.

- b. It shall be a specified synopsis of the facts giving rise to the alleged violation.
- c. It shall cite the section or sections of this Master Agreement alleged to have been violated.
- d. It shall contain the date of the alleged violation.
- e. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations hereinafter set forth.

- 9. The number of days indicated at each level should be considered the maximum and every effort should be made to expedite the proceedings. However, the time limits may be extended by mutual consent.
- 10. At each level of the grievance procedures all affected parties shall receive copies of the written decisions or appeals.

B. Procedure

Any individual who is a party to this "Agreement" and the grievance chairman, acting on behalf of the MCIFSA may file a grievance in accordance with the procedures detailed in Section B of this Article.

Step 1: The grievance Chairman with the employee believing that there has been an alleged violation of this Agreement shall meet with the grievants' immediate supervisor within five (5) working days of the alleged violation. If the grievance is not resolved in said meeting, within three (3) days it will be reduced to writing and presented to the immediate supervisor. The immediate supervisor shall provide a written answer within ten (10) working days of receipt of the written grievance.

Step 2: If the grievance chairman and employee do not agree with the answer provided by the immediate supervisor, they may appeal within five (5) working days of this receipt of the Supervisor's answer to the Superintendent. The Superintendent or his designate shall meet with said employee and grievance chairman within five (5) working days of the request for such meeting. The Superintendent or his designate shall provide a written answer to the employee and grievance chairman within ten (10) working days of said meeting.

Step 3: If the grievance chairman and employee do not agree with the answer provided by the Superintendent or his designate, they may request, within ten (10) working days of the answer, a Board hearing on the alleged violation. The Board shall arrange for a hearing on the alleged violation at its' next regularly scheduled Board meeting. The Board shall provide a written answer within ten (10) working days from the date of the hearing.

Step 4: If no decision is rendered within ten (10) days of the Board meeting, or either party of the dispute is not satisfied with the decision rendered at Step 3, the matter may be referred to arbitration. Either party may refer the matter to arbitration, provided that notice to refer the matter is given to the other party within ten (10) days from the date of the Board's written decision. The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association. The arbitrator shall have no power to award interest or punitive damages. The arbitrator may only award monetary damages actually incurred, less any compensation received from any source.

The arbitrator shall hear the grievance in dispute and shall render his decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his decision to a particular case submitted to him. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of the expressed provisions of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, or modify any terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws.

Notwithstanding any other provision of this Agreement, it is expressly understood that arbitration in this grievance procedure shall not apply to those areas in which the Teacher Tenure Act prescribes a procedure or authorizes a remedy with respect to any member who has accrued tenure under the Act or to any matter involving the content of a member evaluation. The arbitration step of the grievance procedure shall not apply to any matter for which there is recourse through another outside governmental agency which has jurisdiction over the matter in dispute.

Only the MCIFSA, not an individual member, may process a grievance to arbitration.

The Board and the MCIFSA agree to share equally the fees and expenses of the Arbitrator for grievances related to this Master Contract.

C. Records

Records of grievances shall be kept separate from personnel files of the employee.

D. Counsel

During all phases of the grievance procedure, the employee or MCIFSA is entitled to legal counsel without expense to the Board.

E. Time Limits

Time limits specified in all steps of the grievance procedure shall be strictly adhered to and may be extended by written agreement only. If the Board or its representative does not meet the time limits, the grievance will be timely processed to the next step. The grievance will be dismissed and no further action taken if the time lines are not met by the grievant.

ARTICLE XIII

Continuity of Operations

A. The MCIFSA and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The MCIFSA and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The MCIFSA therefore agrees that as long as this contract is in effect, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, or other interruption of activities.

B. It shall be the normal operating procedure for all employees covered by this Agreement to report to work on inclement weather days. If a covered employee cannot or is unable to report to work on an inclement weather day, he/she shall immediately notify his/her division head and he/she will be allowed to use any accumulated personal or vacation days in order that he/she receive his/her normal day's pay. In the event the employee does not have any accumulated personal or vacation days, he/she may elect to take a non-contract/non-work day, and adjust his/her schedule with the approval of his/her immediate supervisor.

ARTICLE XIV

General

- A. During the initial three years of employment, staff members covered by this Agreement shall receive individual contracts of employment, which shall specify a term of not more than one (1) year. The Board may determine not to renew a member's individual contract of employment for a reason which is not arbitrary or capricious pursuant to the procedure established in Section 1229 of the Revised School Code (MCL 380.1229) during these three years. After three years of successful employment, staff members covered by this agreement shall normally be issued two-year contracts of employment, renewable annually. However, the Board must act not to renew a contract for a subsequent new two-year term. This action by the Board not to renew for a new two year term will leave the contract intact for the remaining one year only. The Board may determine not to renew a staff member's individual contract for just and stated cause according to the procedure established in Section 1229 of the Revised School Code (MCL 380.1229). Discharge during the term of a member's individual contract of employment and nonrenewal at the end of the contract will be for just and stated causes and only following a formal hearing before the Board of Education if such a hearing is requested by the affected employee.
- B. All employees' individual contracts of employment shall be made expressly subject to all the terms of this Agreement and in the event that the terms of such individual contracts of employment shall conflict with the terms and provisions of this Agreement, this Agreement shall supersede the provisions of the individual contract of employment and be controlling in all matters.
- C. Such individual contracts of employment shall expressly deny the granting of tenure in the employment capacity.
- D. No provision of this Agreement shall be construed to grant tenure in a supervisory capacity and it is hereby expressly provided that no employee covered by this Agreement shall acquire or be granted tenure in such capacity.
- E. The Board has the right to require a medical or psychiatric evaluation of an employee by the Board's selected physician when it appears that his/her job performance is being affected by physical and/or mental problems. Written reasons for the evaluation will be provided to the employee. When such request is made, the Board will pay the difference between the employee's insurance coverage and the actual cost of the evaluation.
- F. This Agreement shall be in full force and effect from July 1, 2010 to June 30, 2011.

SCHEDULE "A" - SALARIES
2010-11

	Regional Director	Health Services Supervisor	Planner/ Coordinator	Special Education Supervisor	Director of Instructional Technology	Principal
	(230 Contract Days)	(226 Contract Days)	(230 Contract Days)	(215 Contract Days)	(240 Contract Days)	(235 Contract Days)
Step						
1	\$92,227	\$62,392	\$84,459	\$78,950	\$88,131	\$86,295
2	\$93,888	\$63,955	\$86,237	\$80,611	\$89,984	\$88,110
3	\$95,547	\$65,517	\$88,011	\$82,272	\$91,838	\$89,924
4	\$97,204	\$67,079	\$89,786	\$83,930	\$93,691	\$91,739
5	\$98,864	\$68,643	\$91,561	\$85,590	\$95,543	\$93,552
6	\$100,525	\$70,205	\$93,335	\$87,248	\$97,394	\$95,365
7	\$102,181	\$71,767	\$95,112	\$88,910	\$99,246	\$97,178
8	\$103,842	\$73,329	\$96,888	\$90,568	\$101,098	\$98,992
9	\$105,504	\$74,892	\$98,663	\$92,227	\$102,950	\$100,805
10	\$107,162	\$76,455	\$100,437	\$93,888	\$104,803	\$102,620

NOTE: In the 2010-11 school year salaries will remain the same as the 2009-10 school year with no step increases for any employee.

SCHEDULE "B" - INSURANCE BENEFITS

- A. Flexible Compensation Plan (see Appendix A)
1. Upon application, an employee covered by this Agreement will receive health care protection for the employee and the employee's eligible family members under MESSA Choices II with a \$200/\$400 in network deductible, a \$400/\$800 out of network deductible, a \$20.00 office co-pay, a \$25 Urgent Care co-pay and a \$50.00 Emergency Room co-pay and with a \$10/\$20 drug co-pay. The employee is responsible for both the in network and out of network deductibles.
 2. Upon application, an employee covered by this Agreement will receive dental care protection for the employee's eligible family members through S.E.T., Inc., per the Flexible Compensation Plan Menu. (See Appendix A)
- B. In addition to those coverages offered through the Flexible Compensation Plan, all employees (upon application) will receive the following:
1. Vision Care protection for the employee's eligible family members through S.E.T. Ultra Vision.
 2. Income Protection through M.A.S.B./S.E.T. with a thirty-day qualifying period and 66 2/3% benefit rate, to a maximum of \$5,000 per month.
 3. \$50,000.00 Term Life Insurance.
- C. The Board has the right to change insurance carriers, however, the new carrier shall accept all preexisting conditions of the members represented by this Agreement and all medical/dental/vision programs initiated under the old carrier shall be continued by the new carrier.
- D. A committee comprised of two (2) bargaining unit members and two (2) Central Office Administrators appointed by the Superintendent will meet to study ways to contain/reduce insurance costs.

SCHEDULE "C" - RETIREMENT

Employees who are eligible to retire and receive full retirement benefits (30 years of service credit) under the Michigan Public School Employees Retirement System and meet the below listed requirements shall, upon retirement, receive a sum through a 403(b), equal to one-half (1/2) of their accumulated illness/injury leave at their last work year's daily rate of pay. In the case of the death of an employee who is eligible to retire with this benefit, the retirement payment will be paid to said employee's estate.

To receive this benefit, the employee must meet all of the following requirements:

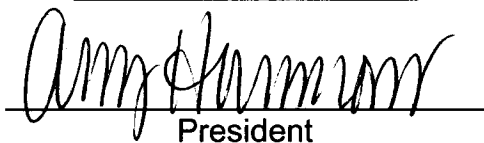
1. Actively employed by the District for a minimum of fifteen (15) years.
2. Declare, in writing to the Board, an irrevocable letter of retirement prior to March 30th of the contract year in which they plan to retire.
3. Retirement must be at the completion of the contract year.
4. Receive retirement benefits from the Michigan Public School Employees Retirement System.

Staff members eligible for this benefit are not eligible to receive Illness/Injury Leave reimbursement under Article VIII, Section 7.

RATIFICATION OF THE AGREEMENT

This Master Agreement containing fourteen (14) Articles and three (3) schedules is to be effective July 1, 2010 through June 30, 2011. Said Agreement has been approved and ratified by the M.C.I.F.S.A. and the Board on the indicated date as evidenced by the signatures of their authorized representatives.

For the M.C.I.F.S.A.



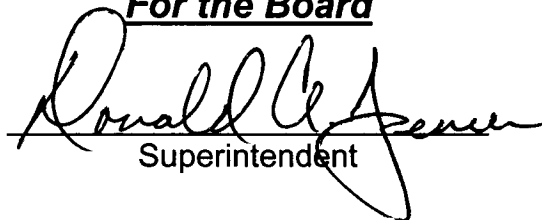
President

Secretary

Negotiation Chairperson

June 9, 2010
Date

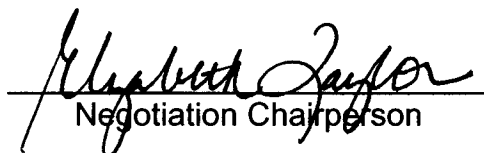
For the Board



Superintendent



Board Negotiation Representative



Negotiation Chairperson

June 11, 2010
Date

MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT
"FLEXIBLE COMPENSATION PLAN"

**Superintendent, Assistant Superintendents, Supervisors, and Non-Affiliated
 Supervisory/Non-Supervisory Staff**

<u>BENEFIT</u>	<u>CORE</u>	<u>OPTION II</u>																		
Medical →	MESSA Choices II PPOM - \$200/\$400 in network deductible; \$400/\$800 out of network deductible - Co-Pays: \$20 OV; \$25 UC; \$50 ER - \$10.00/\$20.00 Rx Copay	No Coverage (Proof of Insurance Elsewhere Required) \$1,000 Cash Rebate***																		
Dental →	<table border="0"> <tr> <td>Basic</td> <td>80%*</td> </tr> <tr> <td>Lifetime Deductible</td> <td>\$25</td> </tr> <tr> <td>Major</td> <td>80%</td> </tr> <tr> <td>Annual Ded. Indiv.</td> <td>\$25</td> </tr> <tr> <td>Annual Ded. Family</td> <td>\$50</td> </tr> <tr> <td>Annual Maximum</td> <td>\$1,000</td> </tr> <tr> <td>Orthodontics</td> <td>80%**</td> </tr> <tr> <td>Lifetime Deductible</td> <td>\$50</td> </tr> <tr> <td>Lifetime Maximum</td> <td>\$1,500</td> </tr> </table>	Basic	80%*	Lifetime Deductible	\$25	Major	80%	Annual Ded. Indiv.	\$25	Annual Ded. Family	\$50	Annual Maximum	\$1,000	Orthodontics	80%**	Lifetime Deductible	\$50	Lifetime Maximum	\$1,500	No Coverage \$150 Cash Rebate
Basic	80%*																			
Lifetime Deductible	\$25																			
Major	80%																			
Annual Ded. Indiv.	\$25																			
Annual Ded. Family	\$50																			
Annual Maximum	\$1,000																			
Orthodontics	80%**																			
Lifetime Deductible	\$50																			
Lifetime Maximum	\$1,500																			
Uninsured Health Care Account →	Available	Available																		
Dependent Care Account →	Available	Available																		

THE BOARD SHOULD BE READ ACROSS NOT VERTICALLY – SELECT ONE OPTION FROM EACH CATEGORY

- * Increasing in increments of 10% to a maximum of 100% per year if individual meets specific requirements.
- ** Children and Adults
- *** If a minimum of 33 participants in this plan (which includes this unit and other employees covered by this flexible compensation plan) elect Option II in lieu of the core medical coverage, the cash rebate will be \$1,800 instead of \$1,000 for that fiscal year (July 1 through June 30). Employees will be notified by May 1st of each year how many employees have elected Option II. For each month health insurance is not provided, the employee will receive \$150 per month credit toward the \$1,800 per year rebate. Payments will be paid equally the second pay of June, July and August for the fiscal year. In the event an employee terminates employment, the payment will be paid on a prorata basis within two payrolls after termination.