MASTER AGREEMENT

BETWEEN THE

BRANCH INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

BRANCH INTERMEDIATE ORGANIZATION, INC.

FOR

NON-CERTIFIED EMPLOYEES

2025-2027

Financial Reopener for 2026-2027 School Year

PREFACE

This Agreement is made and entered into this 1st day of July, 2025, by and between the Board of Education of the Branch Intermediate School District (hereinafter referred to as the Board), an intermediate school district operating under the provisions of Article I, Part 7 of the Revised School Code, and Branch Intermediate Organization, Incorporated, (hereinafter referred to as BIO), a voluntary, incorporated organization.

Pursuant to the requirements of the Public Employment Relations Act, the Board and BIO hereafter set forth their agreement with respect to rates of pay, wages, hours, and other terms and conditions of employment of all individuals included in the bargaining unit for the entire term of this Agreement.

Branch Intermediate School District shall also be referred to as Branch ISD or BISD throughout this Agreement.

NON-CERTIFIED MASTER AGREEMENT
TABLE OF CONTENTS

ARTICLE		PAGE
I.	Recognition	1
II.	BIO Rights and Responsibilities	1
	A. Building Use	
	B. Information	
	C. Use of Intra-District Bulletin Boards	
	D. BIO Business	
III.	Board Rights and Responsibilities	1
IV.	Hold Harmless	2
V.	Assignments	2
VI.	Transfers	3
VII.	Vacancies	3
VIII.	Reduction and Recall of Staff	4
	A. Board Rights	
	B. Seniority List	
	C. Layoff Notification	
	D. Salary and Fringe Benefits During Layoff	
	E. Recall Notification	
	F. Unemployment Compensation During Layoff	
	G. Layoff Status After Two Years	
IX.	Employment Standards (Discipline)	5
X.	Bargaining Unit Member Files	5
XI.	No Strike	6
XII.	Grievances	6
	A. Definition	
	B. Grievance Dates in Relation to Master Agreement Effective Dates	
	C. Exclusions	
	D. Preparation	
	E. Grievance Contents	
	F. Improper Grievances	
	G. Class Grievance	
	H. Grievance Origination	
	I. Time Limits	
	J. Grievant Failure	
	K. Free and Informal Discussions	
	L. BIO Grievance Representation Level I-III	
	M. Arbitration	

XIII. Miscellaneous Provisions 10
A. Severability
B. Emergency Manager
C. Waiver
D. Entire Agreement
E. Evaluations

XIV. Leave of Absence 11
A. Jury Duty Leave
B. Funeral Leave
C. Family and Medical Leave Act
D. Unpaid Leave of Absence

XV. Miscellaneous 12
A. Act of God Days
B. Vacation Eligibility When Transferring Classifications
C. Salary and Insurance

XVI. Duration and Ratification of Agreement 14

XVII. ESTA 14

APPENDIX

A-1. Para-professional Salary Schedule 16
A. Probationary Period & Salary Schedules
B. Initial Placement
C. Holiday Pay
D. Working Hours
E. Duties
F. Lunch Periods
G. Step Increment
H. Half-Time Employment
I. Year-Round Pay Option
J. Tuition Reimbursement

A-2. Para-professional Insurances 19
A. Health and Dental Options (Flexible Benefits Plan)
B. Term Life
C. Annual Leave and Sick Leave Days
D. Insurance Coverage Effective Dates
E. Full-Time Fringe Eligibility
F. Half-Time Fringe Benefits
G. Underwriting Rules and Regulations

B-1. Administrative Assistant/Support Staff Salary Schedule 23
A. Probationary Period & Salary Schedules
B. Initial Placement
C. Vacation
D. Holiday Pay
E. Working Hours
F. Overtime
G. Step Increment
H. Tuition Reimbursement

B-2. Administrative Assistant/Support Staff Insurances 27
A. Health and Dental Options (Flexible Benefits Plan)
B. Term Life
C. Annual Leave and Sick Leave Days
D. Insurance Coverage Effective Dates
E. Full-Time Fringe Eligibility
F. Half-Time Fringe Benefits
G. Underwriting Rules and Regulations

C-1. Custodial/Maintenance Salary Schedule 31
A. Probationary Period & Salary Schedules
B. Initial Placement
C. Vacation
D. Holiday Pay
E. Working Hours
F. Overtime
G. Step Increment
H. Work Clothes
I. Training Conferences
J. Qualifications for Classification
K. Tuition Reimbursement

C-2. Custodial/Maintenance Insurances 35

A. Health and Dental Options (Flexible Benefits Plan)
B. Term Life
C. Long Term Disability
D. Annual Leave and Sick Leave Days
E. Insurance Coverage Effective Dates
F. Full-Time Fringe Eligibility
G. Half-Time Fringe Benefits
H. Underwriting Rules and Regulations

ARTICLE I
RECOGNITION

A. The Board hereby recognizes BIO as the exclusive bargaining representative for all non-probationary full-time and part-time, ongoing program-employed, non-certified personnel including:

(1) Para-professional (a.k.a. para-educator, technical assistant, teacher assistant)

(2) Administrative Assistant/Support Staff

(3) Custodian/Maintenance

but excluding all executive, supervisory, administrative secretarial, certified contract employees, temporary (working more than day-to-day for a specified job or predetermined time span), per diem substitute (working for a regular employee who is absent), restricted fund program personnel (such as Head Start), persons employed to serve several intermediate school districts, all retired school personnel and all others not listed above.

B. The BIO President shall be provided a list of all BISD personnel by position and assignment so excluded from the Master Agreement at the beginning of each school year (October 1). BIO shall have until November 1 to challenge the accuracy of this list. Positions excluded from the bargaining unit may be referred to the Joint Committee.

ARTICLE II
BIO RIGHTS AND RESPONSIBILITIES

A. BUILDING USE

BIO may use meeting room facilities with prior written administrative approval for the purpose of holding meetings of BIO, or conducting BIO business. In the absence of a custodial person, BIO is responsible for making sure that the building is left locked, clean, and in its original condition.

B. INFORMATION

BIO, shall receive one copy of public information when available to the Board, in the form in which it is kept, concerning the approved financial resources of the district, approved budgetary requirements, and appropriations.

C. USE OF INTRA-DISTRICT BULLETIN BOARDS

BIO will be permitted to use mailboxes, and bulletin boards for BIO business. This includes email, consistent with Branch ISD Acceptable Use Policy.

D. BIO BUSINESS

All BIO business shall be conducted outside of designated working hours. (Officers of the Executive Board and Negotiating Team may depart from the aforementioned provision for a specific purpose and specified time with prior administrative approval.)

ARTICLE III
BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf, and on behalf of the electors of the district, hereby retains and

reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities, and the exercise thereof conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Such rights shall include, subject to the express terms and conditions in this contract, by way of illustration, and not by way of limitation, the right to:

(1) Administer and control the district's facilities and equipment, and direct the operation and personnel of the district.

(2) Make assignments, direct the work of all of its personnel, and determine the hours of service, and starting and ending times.

(3) Establish, or modify, any conditions of employment except those covered by the provisions of this Master Agreement.

(4) Determine and provide the services, equipment, and supplies necessary to continue its operation.

(5) Adopt rules and regulations necessary for operations of the district.

(6) Determine and specify the qualifications of all employees (Bargaining Unit Members), including physical and mental conditions and fitness.

(7) Determine the number and location or relocation of all facilities.

(8) Determine the financial policies, including all accounting procedures necessary to operate the district.

(9) Determine the policies pertaining to public relations of the district and its programs.

(10) Determine the administrative structure, its functions, authority, and the amount of supervision.

(11) Determine the criteria for the selection, evaluation, and/or training of its employees (Bargaining Unit Members).

(12) Determine and make policy on any other BISD matters not specifically mentioned in this Agreement.

B. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, district, or local laws or regulations as they pertain to education.

ARTICLE IV
HOLD HARMLESS

BIO agrees to indemnify and save the Board, its agents, and each individual Board member, harmless against any, and all claims, demands, costs, suits, or other forms of liability, including back pay and all court costs or administrative agency costs that may arise out of, or by reason of, action taken by the Board, or its agents for the purpose of complying with this agreement and/or agreements made with BIO in this agreement. BIO also agrees that it will not assert that the defense or indemnity provisions of this article are either unenforceable or void.

ARTICLE V
ASSIGNMENTS

A. All Bargaining Unit Members must possess qualifications for their assignment, as described within administratively established job descriptions. In case of emergency, and/or to prevent disruption of the district operations, Bargaining Unit Members may be temporarily, and/or involuntarily, assigned outside their existing job description, or assignment.

B. The administration shall notify the affected Bargaining Unit Members at the time of such emergency assignment.

C. The administration reserves the right to amend, or modify, job descriptions and/or qualifications. BIO shall be provided copies of job descriptions and changes.

ARTICLE VI
TRANSFERS

A. BIO, and the Board, recognizes that some transfers and changes of assignment are necessary in order to ensure a distribution of experienced and qualified personnel throughout the system. It is also recognized that transfers, and changes in assignment, are the prerogative of the district.

B. Prior to a permanent involuntary transfer, volunteers will be solicited to fill needed assignment(s). Such request for volunteers shall not limit the employer's discretion in effectuating involuntary transfer(s).

C. In making involuntary assignments and transfers, the convenience and wishes of the individual Bargaining Unit Member shall be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system, as determined by the administration.

ARTICLE VII
VACANCIES

A. Whenever a vacancy within the bargaining unit arises, the administration shall post a notice of same on the designated bulletin board in each building within the district for five (5) days before applications are closed. The BIO President will be given a copy of any posting.

A vacancy is defined as a newly-created position, or unfilled position, or a position currently filled, but which will be open in the future, within the bargaining unit, which the school district intends to fill, and which results in adding a new employee to the district. Positions to be filled due to attrition, layoff, recall, transfers, etc., which do not result in adding a new employee to the district, shall be posted for five (5) days, but shall not require application processing. No vacancy shall be filled prior to the end of the five (5) day notice, except in cases of emergency. In case of said emergency, BIO and Administration would work collaboratively to find a solution for the emergency vacancy.

B. All vacancies created shall be posted as in "A" above, with accompanying job description and required qualifications.

C. The provisions of this Article shall not be construed as a limitation upon the employer respecting the selection of persons to fill vacancies.

D. The term **"**days**"**, as used in this Article, shall be defined as any day the Central Administration Office is open, excluding Act of God days.

ARTICLE VIII
REDUCTION AND RECALL OF STAFF

A. It is hereby specifically recognized, and agreed, that it is within the sole discretion of the Board to reduce the number of Bargaining Unit positions through layoff from employment; to reduce the number of Bargaining Unit positions in a given subject area, field, or program; to eliminate or consolidate a position, or positions; or to reduce its educational program**,** curriculum, or services.

B. The Board shall lay off and recall Bargaining Unit Members based on seniority with Branch Intermediate School District among equally qualified candidates within a seniority classification, but reserves the right to bypass seniority in accordance with the provisions of Article XIII, Section E (Evaluations). **"**Seniority**"** is defined to mean the amount of time an individual is continuously employed as a non-certified employee of the district within a seniority classification. Movement from one seniority classification to another shall establish a new date of seniority within the new classification, but shall not affect seniority date in previous classifications. Accrued seniority in the previous classification is frozen as of the date of the transfer to the new classification.

If a reduction of staff occurs in a specific seniority classification, the Bargaining Unit Member in the affected position with seniority in another classification may "bump" a lower seniority Bargaining Unit Member in another classification if possessing higher seniority in that classification and appropriate qualifications. It is expressly understood that "bumping" shall occur at the lowest seniority level, which conforms to the requirements of this paragraph.

It is expressly understood that Bargaining Unit Members continuously employed by Branch Intermediate School District but assigned to a position outside of BIO, shall maintain seniority for the specific period of time they were members of BIO, and shall have this seniority time apply within the classification or classification(s) they were employed in. Seniority shall be measured from an individual's last date of hire within a seniority classification. Approved leaves of absence or layoff, when Bargaining Unit Member is recalled, shall not constitute an interruption of continuous service, for purposes of this Article. The Branch Intermediate School District administration will prepare seniority lists. The lists will include date of employment for each Bargaining Unit Member, as well as the Bargaining Unit Member's classification(s) and any state-approved certifications. Lots will be drawn by individuals with the same date of employment to determine placement on the seniority list. A seniority list will be provided to BIO by October 1 of each year, and be posted in each Branch Intermediate School District building. Any Bargaining Unit Member, or the Branch Intermediate Organization, shall notify Branch Intermediate School District, in writing, of any errors in the current seniority list within ten (10) working days of the posting. If no error is reported within ten (10) working days, the list will stand as prepared and will become effective. It is expressly understood that a full-time bargaining unit member who refuses to accept reduction to or recall to a part-time position does not forfeit his/her right to recall to any future full-time employment within the district. If a part-time position is changed to a full-time position while Bargaining Unit Members in the affected seniority classification are on layoff status, a recall shall occur at that time in reverse order of layoff.

C. The Board shall give ten (10), or more, working days' written notice to BIO and the Bargaining Unit Members to be involved in a layoff.

D. Layoff pursuant to this Article shall terminate the individual's employment with the exception of recall rights as provided below and shall terminate, for the duration of the layoff, the Board's obligation to pay salary and fringe benefits to any Bargaining Unit Member so affected.

E. Recall for full or part-time employment within the Branch Intermediate School District will be based on classification seniority and qualifications. Recall to a vacant position shall be in reverse order of layoff within a seniority classification provided that the employee recalled is qualified to

perform the available work. The Board shall give written notice of recall from layoff by sending a first (1st) class letter to Bargaining Unit Members at their last known address.

It shall be the responsibility of the Bargaining Unit Member to notify the Board of any change in address. The Bargaining Unit Member's address, as it appears in the Board's records, shall be conclusive when used in connection with layoffs, recall, or any other notice to the Bargaining Unit Member.

If a Bargaining Unit Member fails to report to work within five (5) calendar days from the date of the receipt of the letter of recall, or ten (10) calendar days after mailing of recall, unless an extension is granted, in writing, by the Board, said Bargaining Unit Member shall be considered a voluntary quit, and shall thereby completely terminate his/her employment relationship with the Board.

F. A para-professional who has received a letter of intent in a school year calendar program who is paid unemployment compensation benefits during the summer immediately following the layoff and who is subsequently recalled at the beginning of the next school year will be paid according to a modified hourly rate such that his/her unemployment compensation plus the modified hourly rate will be equal to the rate of pay he/she would have earned for the school year had he/she not been laid off.

G. A Bargaining Unit Member on lay-off status for a continuous period of two years shall be dropped from the seniority list and terminated from employment with the BISD.

ARTICLE IX
EMPLOYMENT STANDARDS

A. An employee may be terminated for any reason before completion of the probationary period.

B. Two weeks' notice of termination must be given by either Bargaining Unit Member and/or employer after successful completion of the probationary period.

C. Persons, other than probationary Bargaining Unit Members, covered under this contract can be terminated with just cause and due process observed. Normally, two weeks' notification of termination of employment will be given by the employer. However, if a Bargaining Unit Member is under investigation for gross negligence or grossly unprofessional behavior and/or behavior that would endanger students or staff, he/she may be suspended, with pay, pending completion of the investigation and any disciplinary determination.

It is agreed and understood that, under normal circumstances the following guidelines for a progressive system of discipline should be followed in disciplining persons (excluding probationary Bargaining Unit Members) covered by this contract. The severity or relative frequency of offenses may cause these guideline steps to be either skipped or repeated.

(1) Discussion of problem between Bargaining Unit Member and appropriate administrator.

(2) Written documentation of verbal warning by appropriate administrator.

(3) Written reprimand by appropriate administrator included in the Bargaining Unit Member's personnel file.

(4) Suspension, with or without pay, not to exceed a maximum of ten (10) working days.

(5) Dismissal.

ARTICLE X
BARGAINING UNIT MEMBER FILES

A. Within two working days, upon written request, and during reasonable working hours and days, a Bargaining Unit Member shall have the right to inspect his/her own Central Office personnel file at the Central Office Building. Such a request shall be made to the Central Office. The inspection must be made in the presence of the administrator (or his/her designee) responsible for the safekeeping of such file.

B. A representative of BIO may accompany the Bargaining Unit Member in review of his/her personnel file at the option of the individual Bargaining Unit Member.

C. At the request of the administration, Bargaining Unit Members shall sign materials placed, or to be placed, in their personnel files. Signature is for acknowledgment only, and does not imply agreement. Bargaining Unit Members shall be evaluated during probation and non-probation employment according to administrative procedure and the evaluation will be placed in their personnel file.

ARTICLE XI
NO STRIKE

A. BIO, and the Board, recognizes that strikes and other forms of work stoppages by Bargaining Unit Members are contrary to law and public policy. BIO, and the Board, subscribes to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the district's programs.

B. BIO therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone; nor shall any Bargaining Unit Member take part in any strike, slowdown, work stoppage, boycott, picketing, or other interruption of any activities of the district.

C. Failure, or refusal, on the part of any Bargaining Unit Member to comply with the provisions of this article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XII
GRIEVANCES

A. A grievance shall be an alleged violation of the express terms of this Agreement, or a written memoranda of understanding entered into between the Board and BIO, which has the prior endorsement of both the President of BIO and the Superintendent.

B. Any grievance during the period between the termination date of this Agreement and the effective date of a successor Agreement shall not be processed. Any grievance, which arose prior to the effective date of this Agreement, shall not be processed.

C. It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

(1) The termination of services of, or failure to reemploy, any probationary Bargaining Unit Member,

(2) Any matter involving personnel evaluation content,

(3) Any claim, complaint, or matter for which the Bargaining Unit Member can seek redress via another forum established by law (or by regulation having the effect of law).

D. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a Bargaining Unit Member or participating BIO representative are to be at their assigned duty stations.

E. Written grievances, as required herein, shall contain the following:

(1) It shall be signed by the grievant, or grievants, and the endorsement thereon of the approval, or disapproval, of BIO.

(2) It shall be specific and relate to contractual provisions alleged to have been violated.

(3) It shall contain a synopsis of the facts giving rise to the alleged violation.

(4) It shall cite the section(s) or subsection(s) of this contract alleged to have been violated.

(5) It shall contain the date of the alleged violation.

(6) It shall specify the relief requested.

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

G. If the particular grievance is a "class" grievance affecting Bargaining Unit Members in more than one building, the grievance shall be processed directly to Level Three and shall be subject to the same time limitations and other requirements, as set forth for the initiation of grievances at Level One.

H. A grievance shall originate at the level of the grievant's direct administration and shall be subject to the same time limitations and other requirements as set forth for the initiation of grievances at Level One.

I. Time limits shall be observed, determined by date of stamped and/or initialed receipt. The term days as used in this article shall be defined as any day the Central Administration Office is open, excluding Act of God days.

Every effort will be made by both parties to shorten time limits wherever possible. Time limits, as specified herein, may be extended only mutually and then only if in writing signed by both parties. Should a Bargaining Unit Member, or BIO, fail to appeal a decision within the time limits specified, all further proceedings shall be barred. The grievance or response shall be either hand-delivered or sent by certified mail to the last known address.

J. If grievant fails to initiate a grievance or an appeal to the next level within the time limits, all proceedings shall be terminated.

K. All parties acknowledge that it is usually most desirable for the Bargaining Unit Member and his/her supervisor to resolve the problem through free and informal discussions.

L. When requested by either party, BIO's grievance representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the Bargaining Unit Member, then the grievance shall be processed in writing with the determination thereon of the approval, or disapproval, of BIO. The BIO representative will represent the organization, and may represent the grievant. If, however, the grievant prefers to have an employee representative other than BIO, he/she may choose to do so, provided:

(1) Representation is not by another labor organization;
(2) BIO is given the opportunity to be present at any adjustment of the grievance; and
(3) Only BIO can take to arbitration.
(4) Any adjustment of the grievance is not inconsistent with the terms of this Agreement

LEVEL I

If no resolution is obtained within ten (10) days of the occurrence, the Bargaining Unit Member by the conclusion of that ten (10) day interval shall reduce the grievance to writing and deliver it to the program supervisor. Or BIO, on behalf of the Bargaining Unit Member, by the conclusion of that ten (10) day interval, may request of the superintendent or designee in writing that the matter be referred to the Joint BIO/Administration Committee (J Committee). The matter will be placed on the agenda of the next regularly scheduled Joint BIO/Administration Committee (J Committee) or by mutual agreement, of BIO and the administration, a special meeting of the Joint BIO/Administration Committee (J Committee) may be scheduled. If no resolution is obtained at the Joint BIO/ Administration Committee, the Bargaining Unit Member may, within five (5) days after the meeting of the Joint BIO/Administration Committee, reduce the grievance to writing and deliver it to the program supervisor by the conclusion of that five (5) day interval. If the Bargaining Unit Member does not receive an answer within five (5) days thereafter, or, if the written answer is unacceptable, the Bargaining Unit Member shall, within ten (10) days of the date on which the written grievance was submitted to the program supervisor, appeal the grievance to Level Two.

LEVEL II

A copy of the written grievance shall be filed with the Director of the program, as specified in Level One with the endorsement thereon of the approval, or disapproval, of BIO. Within five (5) days of receipt of the grievance, the Director shall meet with the grievant and the designated BIO representative to discuss the grievance. Within five (5) days of the discussion, the Director shall render his/her decision in writing, transmitting a copy of the same to the grievant, BIO President, and Superintendent, and place a copy of same in a permanent file in his/her office. If no decision is rendered within five (5) days of the discussion, or if the decision is unsatisfactory to the grievant, the grievant shall, within five (5) days thereafter, appeal same to the Superintendent by filing the written grievance, along with the decision of the Director with the Superintendent, with a copy sent to the President of the Board of Education. The date on which the above copy is received by the Superintendent shall be the determinative in establishing the effective filing date.

LEVEL III

A copy of the written grievance shall be filed with the Superintendent, as specified in Level Two with the endorsement thereon of the approval, or disapproval, of BIO. Within fifteen (15) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant and the designated BIO representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent shall render his/her decision in writing, transmitting a copy of the same to the grievant, BIO President, the President of the Board of Education, and place a copy of same in a permanent file in his/her office. If no decision is rendered within ten (10) days of the discussion, or if the decision is unsatisfactory to BIO, BIO may refer the matter for arbitration as provided for hereinafter.

M. ARBITRATION

(1) If the grievance is not satisfactorily resolved at level three, BIO may, within ten (10) days of the date of the written decision at Level Three, submit the grievance for arbitration to the American Arbitration Association in writing, with a copy of the demand for arbitration

to the President of the Board.

(2) Should BIO fail to initiate a grievance within the time limits specified, the grievance shall be deemed abandoned.

(3) The rules of the A.A.A. shall govern the selection of the arbitrator and the conduct of the arbitration proceeding.

(4) PRE-HEARING - Neither party may raise a new defense or ground in arbitration, which has not been previously raised or disclosed in writing by the conclusion of the pre-hearing level. Each party shall submit to the other party, not less than ten (10) days prior to the arbitration hearing, a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

(5) POWERS OF THE ARBITRATOR - It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

(a) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

(b) He/she shall have no power to establish salary scales or change any salary.

(c) He/she shall have no power to change any practice, policy, or rules of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being expressly understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

(d) He/she shall have no power to rule upon those matters excluded from the grievance procedures under paragraph B of this Article.

(e) He/she shall have no power to decide any question, which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be conditioned specifically by this agreement.

(f) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule, in writing upon arbitrability before proceeding to the merits of the case.

(g) The fees and expenses of the arbitrator shall be paid by the Board, or BIO, whichever loses the grievance, or in the case of a split award, the fees and expenses of the arbitrator shall be apportioned by the arbitrator between the Board and BIO. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

(h) Both parties agree to be bound by the award of the arbitrator, subject only to

legal remedies afforded by courts of competent jurisdiction.

(i) The arbitrator shall document his/her findings and conclusions in an opinion and award, which shall be duly served upon the parties.

(j) All claims for back pay shall be limited to the amount of wages which would have been earned at the Bargaining Unit Member's regular rate of pay, and the arbitrator shall have no power to award any other form of damages. No decision for retroactive wage adjustment in one case shall be binding on other cases. No decision of the arbitrator for a retroactive wage adjustment shall be valid beyond twenty (20) days preceding the date of the written grievance.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

A. SEVERABILITY

If any provisions of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void to the extent of such invalidity. All other provisions or applications of this Agreement shall continue in full force and effect.

B. EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate the Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

C. WAIVER

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board, and BIO, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject matter within the knowledge of the parties at the time that they negotiated this Agreement.

D. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, and hours of employment or other conditions of employment, which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and BIO. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between, and executed by, the Board and BIO. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this Agreement through the exercise of its management rights without prior negotiations during the life of this Agreement.

E. EVALUATIONS

All Bargaining Unit Members shall be evaluated by their immediate administrative supervisor at

least once every three (3) years; and such evaluation shall become a part of the Bargaining Unit Member's personnel file. The individual Bargaining Unit Member shall acknowledge receipt of such evaluation by signing same. Signature is for acknowledgment only, and does not imply agreement. The Bargaining Unit Member may submit a written statement within thirty (30) calendar days of signing acknowledgment for receipt of the evaluation, to be permanently attached and placed in the Bargaining Unit Member's personnel file, along with the evaluation. In the case of an unsatisfactory evaluation, the Bargaining Unit Member will have sixty (60) calendar days to correct the deficiency, based upon biweekly reviews by the program supervisor. The biweekly reviews may be extended another thirty (30) calendar days by the program supervisor, when necessary, to better evaluate the Bargaining Unit Member.

At the conclusion of the biweekly reviews, the Bargaining Unit Member may submit a written statement within thirty (30) calendar days to be permanently attached and placed in the Bargaining Unit Member's personnel file, along with the biweekly reviews evaluation.

ARTICLE XIV
LEAVES OF ABSENCE

A. JURY DUTY LEAVE

Leaves for jury duty will be paid at the regular rate of pay. Employee will be responsible for reimbursing the district for the stipend received for jury duty.

B. FUNERAL LEAVE

Necessary time requiring the employee's involvement, but no more than five (5) working days may be granted to a Bargaining Unit Member for a funeral or other bereavement related business of the immediate family, which includes and is limited to: child, parent, sibling, spouse, grandchild or grandparent (inclusive of great or great-great grandparent and grandchild). The previous terms used for immediate family relationships in reference to funeral leave are inclusive of step, foster and in-law relationships. Other relationships that can be substantiated as “immediate family” shall be approved at the discretion of the Superintendent. Use is subject to superintendent approval and is non-grievable. The five (5) working days may be nonconsecutive. The five (5) working days must be used within a thirty (30) day period from the date of the death. At the discretion of the Superintendent, an extension of the thirty (30) day period from the date of death, may be granted. Additional bereavement leave may be granted at the discretion of the Superintendent beyond the five (5) working days, but such leave shall be deducted from the Bargaining Unit Member's accumulated ALD/sick time. Absence due to the death of other than the immediate family will be treated as an annual leave day request. Bargaining Unit Members must make application for such leave on the approved form, and receive approval of their supervisor.

C. FAMILY AND MEDICAL LEAVE ACT

To the extent required by the Family and Medical Leave Act (P.L. 103-3), an eligible Bargaining Unit Member shall be granted leave and the other rights specified by the law. When leave is taken by an eligible Bargaining Unit Member under the Family and Medical Leave Act, the District shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible Bargaining Unit Member rights and responsibilities shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. Twelve (12) month period for determining hours worked and use of leave is defined as the twelve (12) month period measured forward from the date the staff member’s first FMLA leave begins (i.e., the “leave year” is specific to each individual staff member).

D. UNPAID LEAVE OF ABSENCE

Unpaid leave of absence shall be defined for this section as any leave without regular pay, other than leaves mandated under the Family and Medical Leave Act. A Bargaining Unit Member may be granted unpaid leave for any personal reason providing he/she has submitted the request five (5) working days in advance, (except in extenuating circumstances), and has the approval of the immediate administrator of the program prior to being absent. The approval, or disapproval, of an unpaid leave request shall be solely at the convenience of the program, as determined by the program administrator. Denial on this basis shall not be construed as being inconsistent with granting unpaid leave to another Bargaining Unit Member, as the reason for the unpaid leave request is not required, and is not the basis for granting unpaid leave, and unpaid leave is not a right of employment. Replies shall be given two (2) working days after the request has been submitted.

BISD shall continue to pay normal insurance premiums for up to one (1) year in cases of disability. In all other cases, BISD shall continue to pay normal insurance premiums for sixty (60) calendar days excluding short/long term disability, and term life insurance. Continuation of benefits beyond the period stated immediately above shall be at the Bargaining Unit Member's cost and subject to carrier requirements. If the Bargaining Unit Member fails to return to work for at least thirty (30) calendar days at the end of the unpaid leave of absence for reasons other than the continuation, recurrence, or onset of a serious health condition of the Bargaining Unit Member or for circumstances beyond the control of the Bargaining Unit Member as determined by the Board, the Bargaining Unit Member shall reimburse the Board for the insurance premiums, including illustrative premiums for self-insured plans, paid by the Board during the unpaid leave.

If a Bargaining Unit Member's request for unpaid leave is denied, and that Bargaining Unit Member fails to report for work on the dates of the unpaid leave request, such action shall be considered misconduct, and is just cause for immediate termination.

Any Bargaining Unit Member absent from work for three (3) consecutive days, regardless of cause, without notice to the Superintendent, or designee, in accordance with established procedures, may be subject to immediate and automatic discharge. Any such discharge shall not be grievable. At the discretion of the administration, exceptions to the foregoing may be allowed when the Bargaining Unit Member has established extenuating circumstances that prevented the Bargaining Unit Member from notifying the Superintendent, or designee. Established procedures are as follows:

(1) One day of unexcused absence – documented verbal reprimand.
(2) Two, consecutive days of unexcused absence - written reprimand.
(3) Habitual and persistent pattern of unexcused absence by any Bargaining Unit Member can also result in discharge for cause.

ARTICLE XV
MISCELLANEOUS

A. ACT OF GOD DAYS

Para-professionals

Those Para-professionals (Bargaining Unit Members) not required to work on scheduled days and/or hours of student instruction which are not held because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities, will be paid for the first six Act of God days. For any Act of God days beyond the first six days paid,

Para-professional Bargaining Unit Members, who have accumulated annual leave available, may use annual leave in order to receive pay for Act of God days and/or hours that would otherwise be unpaid. Such Bargaining Unit Members shall work on any rescheduled days and/or hours of student instruction which are established by the Board and will be paid at their regular hourly rate of pay. Bargaining Unit Members required to work on days and/or hours when school is not in session shall be paid their regular rate of pay for such days.

In the event a Para-professional (Bargaining Unit Member) receives unemployment compensation benefits (which as used herein also includes 'underemployment benefits') during the school year (associated with his/her regular work assignment) due to days and/or hours of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days and/or hours of instruction are rescheduled so that the Bargaining Unit Member works those instructional days and/or hours at a later time, the Bargaining Unit Member will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the Bargaining Unit Member for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days and/or hours of instruction canceled for such reasons. This provision shall be subject to the following conditions:

(1) The total unemployment compensation plus wages earned in the district shall not be below that which the Bargaining Unit Member would have received had there not been any instructional days and/or hours canceled for such reasons**,** and

(2) The total unemployment compensation plus wages earned in the district shall not be less than the Bargaining Unit Member's regular wages from the same or similar period during the preceding school year.

Administrative Assistant/Support Staff & Custodial/Maintenance (except those working a school calendar schedule)

Administrative Assistant/Support Staff and Custodial/Maintenance Bargaining Unit Members are to work on all scheduled work days and/or hours regardless of conditions which cause the cancellation of student instruction days and/or hours. Failure to do so will result in loss of pay for the time involved. Annual leave or vacation time can be used to avoid loss of pay when the Bargaining Unit Member’s absence on such day(s) and/or hours has been administratively approved.

However, in the event of unusual or hazardous conditions as determined by the Superintendent, he/she will issue explicit instructions by a radio announcement and/or a "fan out" system to such Bargaining Unit Members not to report for work. Bargaining Unit Members will be paid for such days and/or hours. In case individual Bargaining Unit Members are required to work on such days and/or hours, compensation will be given by an adjustment in the individual's work time schedule or overtime pay.

For All Classifications

The Act of God days**/**hours provisions are subject to revision or being rescinded should the day and/or hour requirements be modified or repealed by action of the Michigan Legislature, and/or as required under the Revised School Code, state aid provisions, and/or as determined by the State Board of Education. If school starting is delayed, Para-professional and Administrative Assistant/Support Staff Bargaining Unit Members may delay reporting for work for an equivalent period of time in their regular schedule, and there will be no loss of pay for the equivalent time. Custodial/Maintenance Bargaining Unit Members shall report at their normal starting time in the case of a school delay.

B. VACATION ELIGIBILITY WHEN TRANSFERRING CLASSIFICATIONS

A Bargaining Unit Member continuously employed in a non-certified position who transfers from one classification to another and back (classifications: 1) Para-professional 2) Administrative Assistant/Support Staff 3) Custodial/Maintenance) may add the time originally in the classification to the new time in the same classification in order to determine eligibility for the number of weeks of earned vacation where applicable. Such computation to be made only upon the anniversary date of current employment in the classification.

C. SALARY AND INSURANCE

Salaries shall be contained in a salary schedule, subject to the following:

(1) As shown in Appendices A-1, B-1, and C-1.

(2) Board paid premiums for insurance coverage shall be in the amount per individual Bargaining Unit Member, as agreed to in Appendices A-2, B-2, and C-2.

ARTICLE XVI
DURATION AND RATIFICATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025, and shall continue in full force and effect through June 30, 2027. This Agreement shall continue in effect for successive periods of one (1) year, unless, and until written notice of termination is given by either party by June 30, 2027, or any subsequent anniversary of the effective Agreement date after June 30, 2027.

ARTICLE XVII
ESTA

Notwithstanding anything contrary to this agreement, if the Michigan Earned Sick Time Act is in effect, each ESTA year (i.e. each school year) the first 72 hours of paid sick leave may be used for an ESTA purpose with those 72 hours of leave being subject to the same conditions as provided in ESTA.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives this date and year written here:

BRANCH INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION:

Kenneth Norton, President

Chantal Paxton, Vice President

Brian Eley, Treasurer

John Bolton, Secretary

Kerri Jakubczak, Trustee

BRANCH INTERMEDIATE ORGANIZATION:

Charlene Fincham, President

John Motz, Vice President

Kelsie Truex

APPENDIX A-1

PARA-PROFESSIONALS SALARY SCHEDULE

A. All new employees shall be placed on a probationary period for ninety (90) regular working days. After 30 working days' employees will get ALD, Act of God days, Funeral Leave, Holidays and pay increase to align with when they get insurance benefits. Employment in a program area as a substitute, former BISD employees, or OJT student, may apply toward this probationary period, at administrative prerogative.

2025-2026 SCHEDULE
Effective for Staff Hired Before July 1, 2010

Base $16.50 Hourly Rate

Step	
0 (Probation)	11.55
1	13.20
2	14.85
3	16.50
4	18.48
5	20.46
6	22.45
7	23.83

Specialized Work Steps	
1 (Interpreter, Nurse, Preschool Lab Adv.)	26.40
2 (Interpreter & Preschool Lab Adv.)	28.38

2025-2026 SCHEDULE
Effective for Staff Hired or Rehired On or After July 1, 2010

Tier II *Certifications Required

Base $16.67 Hourly Rate

Step	
0 (Probation)	16.76
1	17.50
2	18.34
3	19.17
4	20.00
5	20.84
6	21.67
7	23.67
8	25.67
9	28.33

*Includes all Vocational Education (Voc Ed) Programs with the exception of the roving paraprofessional. Voc Ed paraprofessional placement on Tier 2 is contingent upon possessing the required certification as listed in the appropriate job description. Failure to possess or keep current will require placement on Tier 1.

Tier I **High School Diploma

Base $16.67 Hourly Rate

Step	
0 (Probation)	16.67
1	17.00
2	17.67
3	18.34
4	19.00
5	19.67
6	20.34

**Includes Special Education paraprofessionals and Vocational Education roving.

Tier III Specialized Work Steps (Special Ed. Nurses, Braillers, Interpreters)

Nurse	25.00
Interpreter (Test Score <4)	28.33
Interpreter (Test Score 4 or higher)	31.66

Advancement to higher rate will be immediate based upon verification of test results.

Longevity Payment will be paid to Bargaining Unit Members as a one time, lump sum payment to be paid out in June to those who have completed the school year.

5-10 Years: $300
11-15 Years: $500
16-20 Years: $700
21-25 Years: $900
25+ Years: $1,100

Specialized work steps will apply exclusively to Bargaining Unit Members who are performing specialized work. **"**Specialized work**"** is defined as performing duties as a nurse, interpreter, or Brailler. The specialized work steps shall be applicable only when the Bargaining Unit Member is performing the specialized work. Holding a license to perform the specialized work does not necessarily entitle the Bargaining Unit Member to be placed on a specialized work step. For Bargaining Unit Members assigned to perform specialized work on a daily basis, the eligibility for the supplemental pay rate shall be determined annually or at other such times as a reassignment is made.

B. Probationary rate shall be at the "0" step, unless by administrative placement, based on college training and/or experience, which allows an employee placement at a regular step above one (1), not to exceed step five (5) in any case; then probationary rate shall be one (1) step lower on the salary schedule. Placement of employees hired on or after July 1, 2010 shall not be subject to the Step 5 limitation.

C. There will be six (6) paid holidays as follows:

(1) Memorial Day
(2) Labor Day
(3) Thanksgiving Day
(4) Friday after Thanksgiving Day
(5) Christmas Day
(6) Good Friday

In order to be eligible for holiday pay, a Bargaining Unit Member must work, or be on an approved paid leave, the scheduled working day before, and the scheduled working day after, the holiday.

D. Working hours shall be determined by the program. Normal working hours, which shall be posted by program and/or position for clarification, shall be a maximum of eight (8) hours. All workdays will be based on student attendance and in-service days. Bargaining Unit Members' pay shall be based on actual hours worked.

E. Duties will be arranged and assigned by the program supervisor through the professional staff.

F. Lunch periods are to be arranged. Duties may cover the regular student lunch periods. Work assignments requiring "on-call" duty during a lunch period will be paid.

G. For the life of this Agreement, all regular full-time Bargaining Unit Members shall receive an increment on July 1, providing forty (40) regular working days have been completed and full-time employment is attained by December 1 of the previous year.

H. Regular full-time Bargaining Unit Members can arrange half-time employment with prior administrative approval. Half-time employment must be at least one-half (½) the time of the regular program assignment.

I. For current employees who have not elected it by June 30, 2025 and for all new non-certified

employees hired after July 1, 2025, the option for pay stretch has been eliminated.

Bargaining Unit Members hired prior to July 1, 2025**,** working on a school year schedule**,** who desire year-round pay for a contract year, shall notify the Payroll/Personnel Department, by signing a written agreement by no later than June 30th to be effective in the subsequent school year. If the Payroll/Personnel Department does not receive a request for year-round pay by the June 30th deadline, the bargaining unit member shall be paid in accordance with the usual pay schedule for hourly employees. This agreement will remain in effect from year to year unless canceled in writing prior to July 1 in order for the cancellation to be effective for the upcoming school year. Changing the timing of receiving pay during the school year will not be allowed. Salary for Bargaining Unit Members choosing year-round pay will be calculated in accordance with Administrative Rules and paid biweekly in twenty-six (26) installments effective with the first pay date in September.

When there are 27 pay rolls in one-year period, wages will be divided substantially equally among 27 equal pays.

J. Tuition reimbursement for 2025-2027 school years only, to expire on June 30, 2027, non-certified staff will be reimbursed for tuition costs up to $500 per credit hour from an accredited university/college. The courses must be related to the current position or an educated related position, and pre-approved by an administrator. A maximum of 6 credit hours, within a 12-month time period (July 1-June 30th), will be reimbursed. Credit only applies if at least a B is earned in the class.

APPENDIX A-2

PARA-PROFESSIONALS INSURANCE

A. HEALTH AND DENTAL INSURANCE (FLEXIBLE BENEFITS PLAN)

It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period.

The Board of Education's annual premium payments for health insurance coverage for the 2025-2026, starting July 1, 2025, shall not exceed:

$ 7,718.26 for single coverage
$16,141.28 for two-person coverage
$21,049.85 for full family coverage

The Board of Education's annual premium payments for health insurance coverage for the 2026-2027, starting July 1, 2026, shall not exceed:

$ 7,942.09 for single coverage
$16,609.38 for two-person coverage
$21,660.30 for full family coverage

Para-professionals hired after July, 2004 are only eligible for board paid single coverage insurance, per PA 152.

These amounts will be adjusted annually by the state treasurer subject to Public Act 152 of 2011, and the premium amounts paid by the Board of Education will adjust each July 1st to the new amounts.

The annual premium will be divided by 12 and paid on a monthly basis subject to the rules and regulations of the carrier. The Board shall not make any additional payments above these premium caps towards and deductible, premium, co-pay, cafeteria account or other fee related in any way towards employee's health insurance costs. The remaining annual costs shall be paid by the bargaining unit member through payroll deduction. However, if the cost of the health insurance coverage is less than the Board of Education's maximum annual premium payments, the difference shall be remitted by the Board to the employee's HSA account in twelve (12) equal monthly payments.

Employees will not be allowed to change health plans until the normal open enrollment period at calendar year end with an effective date of January 1, unless there is a qualifying event.

The dental coverage is with SET/ADN. SET/ADN established (100/90/50) dental insurance with an annual maximum per participant per year of $1,000, or equal, up through full family.

In lieu of health insurance, under the Flexible Benefit Plan, the Bargaining Unit Member may elect one of the following:

Option 1: No health insurance
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 2: No health insurance
No dental insurance
Cash incentives established by Board annually
(Employee must furnish proof of alternate health coverage to qualify for cash incentives.)

In addition, under all options, except a high deductible health plan, the Bargaining Unit Member shall be eligible for electing the use of tax reduction benefits as provided by law for the following:

(1) Medical Reimbursement Account (MRA)
(2) Child Reimbursement Account (CRA)

Group Insurance Options (SET or equal) will be available for election by any Bargaining Unit Member, who is eligible for Board provided health insurance.

The cost of Medical Reimbursement Account (MRA), Child Reimbursement Account (CRA), and Group Insurance Options, including the cost of third party administration, shall be solely the obligation of the bargaining unit member.

A mutual effort shall be made by the BISD and BIO to pursue cost containment initiatives, which can be implemented at any time during the duration of this Agreement upon mutual acceptance.

B. TERM LIFE

The Board shall pay the premium cost of thirty thousand ($30,000) term AD & D life insurance for each individual Bargaining Unit Member. This amount is subject to any carrier age-based benefit reductions. It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period.

C. ANNUAL LEAVE AND SICK LEAVE DAYS

Bargaining Unit Members shall be entitled to a maximum of eleven (11) annual leave days. Annual leave days will be based on the regular daily schedules of each Bargaining Unit Member. Those employed after the beginning of the school year shall be prorated at the rate of one (1) day for each month remaining in the school year. For Bargaining Unit Members whose regular work schedule is less than five (5) days per week, monthly accrual will be further prorated as a percentage of a full time schedule.

The appropriate number of days shall be credited to each Bargaining Unit Member on the first day worked. New Bargaining Unit Members will be eligible to use annual leave days after successful completion of the first thirty (30) days of the probationary period as defined by Appendix A-2, D.

Annual leave days may be taken by a Bargaining Unit Member for the following reasons and subject to the following conditions:

(1) Annual leave days, for other than personal illness, shall not be taken the day prior to or following a scheduled holiday, break or vacation period unless on an emergency basis. Leave days for other than personal illness will not be granted on the first and last student day of the school year unless on an emergency basis.

(2) For the 2025-2027 school years only, to expire on June 30, 2027, Bargaining Unit Members are limited to the use of 2 consecutive ALD days with the exception of once a school year the Bargaining Unit Member can use three consecutive ALD days with at least a 5 day written notice to their supervisor.

(3) Annual leave for once in a lifetime opportunities that are beyond the guidelines listed in #2 above and whose schedules are not within the control of the Bargaining Unit Member, must be submitted in writing to the Superintendent at least five (5) working days in advance, except in emergency situations. Use is subject to Superintendent approval and is non-grievable. If a request is granted the additional days may be offered as unpaid days off and further requests shall not be considered for a 5 year period.

At the end of the contract year, unused annual leave days shall become sick leave days.

Commencing July 1, 1978, the following provisions shall apply:

(1) BISD shall establish a bank of accumulated days for each Bargaining Unit Member with unlimited accumulation during continuous employment with BISD.

(2) From this bank, accumulated sick or annual leave days earned after July 1, 1978, may be exchanged for pay at the Bargaining Unit Member's regular pay rate, and established program hours. Payment will be made during, or near, one of the following program breaks:

(a) Christmas Break – not to exceed 9 days
(b) Spring Break – not to exceed 5 days
(c) In June after end of regular school year and in August prior to start of regular school year – not to exceed a total of 10 days

Procedure and dates for applying shall be determined by the BISD Business Office. Number of days exchanged at the Christmas and Spring breaks may not exceed the number of days in the break period, excluding Saturdays and Sundays.

(3) Any Para-professional Bargaining Unit Member who terminates their employment with Branch ISD will be paid in full for all unused annual leave and sick leave days.

Also, if any Paraprofessional Bargaining Unit Member changes their position out of the Paraprofessional category, that Bargaining Unit Member’s unused annual leave and sick days will transfer to their new position within the BISD, whether they remain within the Non-Certified contract or move to the Certified contract.

All sick days must be verified and approved by the Superintendent, or his/her designee. Sick leave is primarily for sickness of the Bargaining Unit Member, however, it is allowable to be used for illness of the Bargaining Unit Member's spouse, child, foster child, parent, grandparent, grandchild, or sibling.

Bargaining Unit Members must report their use of sick days as articulated in their specific employee handbook and per the direction of their supervisor.

BISD may require medical verification of any used sick day.

D. Employees are eligible for fringe benefits including health, dental, life insurance, ALD and Holiday pay after 30 working days, but will remain on probation for 90 working days.

Health, dental, and life insurance premiums paid by BISD, will be effective as follows:
Commencing the first calendar day after completion of thirty (30) regular working days in the probationary period or ninety (90) calendar days, whichever comes first. Termination date of coverage will be subject to the underwriting rules and regulations of the current insurance carrier.

E. Full-time, regular Bargaining Unit Members shall be defined as Bargaining Unit Members working the normal working hours for a position, not less than six (6) hours per day, which is equal to other similar positions with identical or similar duties and responsibilities. Full-time regular Bargaining Unit Members shall be eligible for full insurance benefits, as defined in this Appendix.

F. Half-time, regular Bargaining Unit Members, shall be defined as Bargaining Unit Members working hours less than full-time but having at a minimum 50% of the hours per day worked by a full-time position with similar duties and responsibilities. Half-time regular Bargaining Unit

Members shall be eligible for BISD payment of one-half (1/2) of normal insurance premiums, subject to carrier requirements and one-half (1/2) of other benefits for the classification. The Bargaining Unit Members shall be responsible for the other half (1/2) of the premium.

No fringe benefits will be granted to any Bargaining Unit Member working less than 17.5 hours per week.

Availability of fringe benefits will not be extended beyond these parameters regardless of any insurance company's willingness to provide coverage or the Bargaining Unit Member's willingness to pay for insurance coverage.

G. All insurance coverage is subject to the underwriting rules and regulations of the selected carrier.

APPENDIX B-1

ADMINISTRATIVE ASSISTANT/SUPPORT STAFF SALARY SCHEDULE

A. All new employees shall be placed on a probationary period for ninety (90) working days. After 30 working days' employees will be eligible for ALD, Act of God days, Funeral Leave, Holiday pay and pay increase to align with when they get insurance benefits. Employment in a program area as a former BISD employee or an OJT student, may apply toward this probationary period, at administrative prerogative.

2025-2026 SCHEDULE

Base $13.31 Hourly Rate

Step	Administrative Assistant/Support Staff	Tech Support Specialist
0 (Probation)	16.51	16.91
1	17.31	17.98
2	18.11	19.04
3	18.91	20.10
4	19.71	21.17
5	20.50	22.23
6	21.30	23.30
7	22.10	24.23
8		25.43

Longevity Payment will be paid to Bargaining Unit Members as a one time, lump sum payment to be paid out in June to those who have completed the school year.

5-10 Years: $300
11-15 Years: $500
16-20 Years: $700
21-25 Years: $900
25+ Years: $1,100

Even though there are multiple pay scales within this classification, for seniority purposes it is one classification, even though an employee may move among the pay scales.

B. Probationary rate shall be at the "0" step, unless by administrative placement, based on training and/or experience which allows an employee placement at a regular step above one (1), then probationary rate shall be one step lower on the salary schedule.

C. A full-time, year-round, regular Bargaining Unit Member (one working 52 weeks a year, minimum of 6 hours a day) shall be eligible for paid vacation at the convenience of the program, as approved by the administration as follows:

Computed from date of full-time employment:

Two (2) weeks, after one (1) year.

Three (3) weeks, after five (5) years.

Four (4) weeks, after fifteen (15) years.

A part-time, year-round regular Bargaining Unit Member (one working 52 weeks a year, minimum of 4 hours a day) shall be eligible for paid vacation scheduled subject to the operational needs of the program, as approved by the administration as follows:

Computed from date of part-time employment:

One (1) week after one (1) year

Vacations must be used in the year following eligibility except under extraordinary circumstances, when pre-approved in writing by the administration, a grace period for vacation use will be granted.

If a Bargaining Unit Member with ten (10) or more years of seniority does not use all his/her vacation days during his/her seniority year, he/she will be given the option to exchange vacation days, not to exceed five (5) days per year, for pay based on the Bargaining Unit Members' current hourly rate of pay. The Bargaining Unit Member must notify the Payroll Office in writing on or before his/her anniversary date of full-time employment of his/her intention to exchange vacation days for pay. Payment will be made on the payday that includes the anniversary date of full-time employment.

Any vacation time not used or exchanged for pay will be forfeited.

Terminating Bargaining Unit Members shall be paid for prorated unused vacation providing:

(1) A minimum of one year of employment is completed.

(2) The termination is voluntary or due to death or layoff.

(3) A minimum of two weeks' notice is given to the BISD except in the case of death or layoff.

D. For Bargaining Unit Members working a year-round (more than 230 days) calendar, there will be twelve (12) paid holidays as follows:

(1) New Year's Day + 1 day
(2) Good Friday
(3) Memorial Day
(4) Independence Day + 1 day
(5) Labor Day
(6) Thanksgiving Day
(7) Friday after Thanksgiving Day
(8) Christmas Day + 1 day
(9) Floating Holiday (selected by the Bargaining Unit Member with supervisor approval)

The additional paid holidays associated with Christmas, New Year's Day and Independence Day will be as follows:

CHRISTMAS, NEW YEAR'S & INDEPENDENCE DAY ON:	ADDITIONAL HOLIDAY WILL BE:
Monday	Full-day Tuesday
Tuesday	Full-day Monday
Wednesday	Full-day Tuesday
Thursday	Full-day Friday
Friday	Full-day Thursday
Saturday (BISD holiday on Fri.)	Full-day Thursday

Sunday (BISD holiday on Mon.) Full-day Friday

For Bargaining Unit Members whose regular work assignment length, not including supplemental work assignments, approximates the length of the normal school year (188 days), there will be eight (8) paid holidays*:

1) New Year's Day
2) Good Friday
3) Memorial Day
4) Labor Day
5) Thanksgiving Day
6) Friday after Thanksgiving Day
7) Christmas Day
8) Floating Holiday (selected by the Bargaining Unit Member with supervisor approval)

* No other holidays are included except those eight (8**)** enumerated above.

In order to be eligible for holiday pay, a Bargaining Unit Member must work, or be on approved paid leave, the scheduled working day before and the scheduled working day after the holiday. If a paid holiday falls in the middle of a Bargaining Unit Member's vacation, the Bargaining Unit Member shall not receive double pay, or extra time for such a holiday.

E. Working hours shall be determined by the program. Normal working hours, which shall be posted by program and/or position for clarification, shall be a maximum of eight (8), five (5) days weekly.

F. Overtime is permitted in emergencies, with the approval of the administration. Overtime will be paid at the rate of time and one/half (1½) of regular hourly rate after forty (40) hours in any one week.

G. For the life of this Agreement, all regular, full-time Bargaining Unit Members shall receive an increment on July 1, providing forty (40) regular working days have been completed, and full-time employment is attained by December 1 of the previous year.

H. Tuition reimbursement for 2025-2027 school years only, to expire on June 30, 2027, non-certified staff will be reimbursed for tuition costs up to $500 per credit hour from an accredited university/college. The courses must be related to the current position or an educated related position, and pre-approved by an administrator. A maximum of 6 credit hours, within a 12-month time period (July 1-June 30th), will be reimbursed. Credit only applies if at least a B is earned in the class.

APPENDIX B-2

ADMINISTRATIVE ASSISTANT/SUPPORT STAFF INSURANCE

A. HEALTH AND DENTAL INSURANCE (FLEXIBLE BENEFITS PLAN)

It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period. The Board of Education shall pay the premium costs of coverages as follows:

The Board of Education's annual premium payments for health insurance coverage for the 2025-2026, starting July 1, 2025, shall not exceed:

$ 7,718.26	for single coverage
$16,141.28	for two-person coverage
$21,049.85	for full family coverage

The Board of Education's annual premium payments for health insurance coverage for the 2026-2027, starting July 1, 2026, shall not exceed:

$ 7,942.09	for single coverage
$16,609.38	for two-person coverage
$21,660.30	for full family coverage

Non-certified staff hired after July 1, 2004 are only eligible for board paid single coverage insurance, per PA 152.

These amounts will be adjusted annually by the state treasurer subject to Public Act 152 of 2011, and the premium amounts paid by the Board of Education will adjust each July 1st to the new amounts.

The annual premium will be divided by 12 and paid on a monthly basis subject to the rules and regulations of the carrier. The Board shall not make any additional payments above these premium caps towards and deductible, premium, co-pay, cafeteria account or other fee related in any way towards employee's health insurance costs. The remaining annual costs shall be paid by the bargaining unit member through payroll deduction. However, if the cost of the health insurance coverage is less than the Board of Education's maximum annual premium payments, the difference shall be remitted by the Board to the employee's HSA account in twelve (12) equal monthly payments.

Employees will not be allowed to change health plans until the normal open enrollment period at calendar year end with the effective date of January 1, unless there is a qualifying event.

The dental coverage is with SET/ADN. SET/ADN established (100/90/50) dental insurance with an annual maximum per participant per year of $1,000, or equal, up through full family.

In lieu of health insurance, under the Flexible Benefit Plan, the Bargaining Unit Member may elect one of the following:

Option 1: No health insurance
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 2: No health insurance
No dental insurance
Cash incentives established by Board annually

(Employee must furnish proof of alternate health coverage to qualify for cash incentives.)
In addition, under all options, except a high deductible health plan, the Bargaining Unit Member shall be eligible for electing the use of tax reduction benefits as provided by law for the following:

(1) Medical Reimbursement Account (MRA)
(2) Child Reimbursement Account (CRA)

Group Insurance Options (SET or equal) will be available for election by any Bargaining Unit Member, who is eligible for Board provided health insurance.

The cost of Medical Reimbursement Account (MRA), Child Reimbursement Account (CRA), and Group Insurance Options, including the cost of third party administration, shall be solely the obligation of the bargaining unit member.

A mutual effort shall be made by the BISD and BIO to pursue cost containment initiatives, which can be implemented at any time during the duration of this Agreement upon mutual acceptance.

B. TERM LIFE

The Board shall pay the premium cost of thirty thousand ($30,000) term AD & D life insurance for each individual Bargaining Unit Member. This amount is subject to any carrier age-based benefit reductions. It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period.

C. ANNUAL LEAVE AND SICK LEAVE DAYS

Bargaining Unit Members shall receive annual leave at the rate of one (1) day for each month scheduled to work. In addition, one (1) annual leave day will be granted each July 1, for a maximum allocation of thirteen (13) annual leave days per year.

Each Bargaining Unit Member shall be credited with annual leave days on July 1 of each year. New Bargaining Unit Members will be eligible to use annual leave days after successful completion of the first 30 days of the probationary period as defined by Appendix B-2, D.

Annual leave days may be taken by a Bargaining Unit Member for the following reasons and subject to the following conditions:

(1) Annual leave days, for other than personal illness, shall not be taken the day prior to or following a scheduled holiday or vacation period unless on an emergency basis. Leave days for other than personal illness will not be granted on the first and last student day of the school year unless on an emergency basis.

(2) For the 2025-2027 school years only, to expire on June 30, 2027, Bargaining Unit Members are limited to the use of 2 consecutive ALD days with the exception of once a school year the Bargaining Unit Member can use three consecutive ALD days with at least a 5 day written notice to their supervisor.

(3) Annual leave for once in a lifetime opportunities that are beyond the guidelines listed in #2 above and whose schedules are not within the control of the Bargaining Unit Member, must be submitted in writing to the Superintendent at least five (5) working days in advance, except in emergency situations. Use is subject to Superintendent approval and is non-grievable. If a request is granted the additional days may be offered as unpaid days off and further requests shall not be considered for a 5 year period.

At the end of the contract year, unused annual leave days shall become sick leave days.

Commencing July 1, 1978, BISD shall establish a bank of accumulated days for each Bargaining Unit Member with unlimited accumulation during continuous employment with BISD, to be built upon record of accumulated days as of June 30, 1978. Bargaining Unit Members hired on or after July 1, 2010 shall have a maximum sick leave accumulation of 130 days.

All sick days used must be verified and approved by the Superintendent, or his/her designee. Sick leave is primarily for sickness of the Bargaining Unit Member, however, it is allowable to be used for illness of the Bargaining Unit Member's spouse, child, foster child, parent, grandparent, grandchild, or sibling.

Bargaining Unit Members must report their use of sick days as articulated in their specific employee handbook and per the direction of their supervisor.

Bargaining Unit Members retiring under the provisions of the Michigan Public School Employees Retirement System, who have fifteen (15) years or more seniority with BISD, shall be paid at the time of termination of employment with BISD for 50% of unused annual leave and sick leave days at the rate of 50% of the step 1 rate in the pay scale in which they had been paid immediately prior to retirement.

The beneficiary of a Bargaining Unit Member with fifteen (15) years or more seniority with BISD, who dies while employed with BISD, shall be paid for 50% of unused annual leave and sick leave days at the rate of 50% of the step 1 rate in the pay scale in which they had been paid immediately prior to death. The beneficiary will be the same as designated for district paid term life insurance per Appendix B-2 B.

D. Employees are eligible for fringe benefits including health, dental, life insurance, ALD and Holiday pay after 30 working days, but will remain on probation for 90 working days.

E. Full-time regular Bargaining Unit Members shall be defined as Bargaining Unit Members working the normal working hours for a position, not less than six (6) hours per day, which is equal to other similar positions with identical or similar duties and responsibilities. Full-time regular Bargaining Unit Members shall be eligible for full insurance benefits, as defined in this Appendix.

F. Half-time, regular Bargaining Unit Members, shall be defined as Bargaining Unit Members working hours less than full-time but having at a minimum 50% of the hours per day worked by a full-time position with similar duties and responsibilities. Half-time regular Bargaining Unit Members shall be eligible for BISD payment of one-half (1/2) of normal insurance premiums, subject to carrier requirements and one-half (1/2) of other benefits for the classification. The Bargaining Unit Members shall be responsible for the other half (1/2) of the premium.

No fringe benefits will be granted to any Bargaining Unit Member working less than 17.5 hours per week.

Availability of fringe benefits will not be extended beyond these parameters regardless of any insurance company’s willingness to provide coverage or the Bargaining Unit Members’ willingness to pay for insurance coverage.

G. All insurance coverage is subject to the underwriting rules and regulations of the selected carrier.

APPENDIX C-1

CUSTODIAL/MAINTENANCE SALARY SCHEDULE

A. All new employees shall be placed on a probationary period for ninety (90) working days. After 30 working days' employees will be eligible for ALD, Funeral Leave, Holiday pay and pay increase to align with when they get insurance benefits. Former BISD employment may apply toward this probationary period, at administrative prerogative.

2025-2026 SCHEDULE
Effective for Staff Hired Before July 1, 2010

Base $17.67 Hourly Rate

Step	Custodian (Regular)	Custodian (Night**)	Custodian (Head*)	Asst. Maint./ Grounds	Lead Maint.
0 (Probation)	15.91	16.26	16.79	20.33	26.51
1	17.67	18.02	18.55	22.09	28.23
2	19.79	20.14	20.67	24.74	29.65
3	22.62	22.97	23.50	26.54	31.45
4					32.87

2025-2026 SCHEDULE
Effective for Staff Hired or Rehired On Or After July 1, 2010

Base $17.87 Hourly Rate

Step	Custodian (Regular)	Custodian (Night**)	Custodian (Head*/Grounds)	Maint.	Farm Mgr.
0 (Probation)	16.08	16.44	18.76	26.80	20.54
1	17.87	18.22	20.54	28.23	22.33
2	18.94	19.29	21.62	29.65	25.01
3	20.01	20.37	22.69	31.45	26.80
4	21.44	21.79	24.12	32.87	

Longevity Payment will be paid to Bargaining Unit Members as a one time, lump sum payment to be paid out in June to those who have completed the school year.

5-10 Years: $300
11-15 Years: $500
16-20 Years: $700
21-25 Years: $900
25+ Years: $1,100

*Head - meeting the following criteria:

(1) Has primary responsibility for the sanitation, health, and safety requirements of a designated major BISD facility as assigned by the administration.

(2) Has input into the purchase of supplies and equipment for their facility as well as responsibility for care, use, and inventory of these items.

(3) Will provide custodial training for students as requested by the administration.

(4) Directs other custodians assigned to their facility and has input into evaluations.

(5) Attends planning sessions with facility administrator and supervisor of maintenance as required.

Note: Head custodian positions will be reviewed prior to September 1 of each year by the administration to determine individuals eligible to receive the rate.

**Night - five (5) hours of shift fall between 6:00 p.m. and 6:00 a.m.

B. Probationary rate shall be at the "0" step, unless by administrative placement based on training and/or experience which allows an employee placement at a regular step above one (1), then probationary rate shall be one step lower on the salary schedule.

C. A full-time, year-round, regular Bargaining Unit Member (one working 52 weeks a year, minimum of 6 hours a day) shall be eligible for paid vacation at the convenience of the program, as approved by the administration. A bargaining unit member working at least four (4) hours per day for fifty-two (52) weeks per year in a custodial/maintenance position, who is concurrently working in another classification covered by this Agreement, at least four (4) hours per day for one hundred eighty (180) days per year, shall be eligible for paid vacation based on the hours worked per week in the custodial/maintenance position. The paid vacation shall be used at times that do not cause the bargaining unit member to miss work in the position he/she holds in the other non-certified classification, unless approved by the administration. Paid Vacation shall be provided as follows:

Computed from date of full-time employment:

Two (2) weeks, after one (1) year.

Three (3) weeks, after five (5) years.

Four (4) weeks, after fifteen (15) years.

A part-time, year-round regular Bargaining Unit Member (one working 52 weeks a year, minimum of 4 hours a day) shall be eligible for paid vacation to be scheduled subject to the operational needs of the program, as approved by the administration as follows:

Computed from date of part time employment:

One (1) week, after one (1) year

Vacations must be used in the year following eligibility, except under extraordinary circumstances, when pre-approved in writing by the administration, a grace period for vacation use will be granted.

If a Bargaining Unit Member with ten (10) or more years of custodial/maintenance seniority does not use all his/her vacation days during his/her seniority year, he/she will be given the option to exchange vacation days, not to exceed five (5) days per year, for pay based on the Bargaining Unit Members' current hourly rate of pay. The Bargaining Unit Member must notify the Payroll Office in writing on or before his/her anniversary date of full-time employment of his/her intention to exchange vacation days for pay. Payment will be made on the payday that includes the anniversary date of full-time employment.

Any vacation time not used or exchanged for pay will be forfeited.

Terminating Bargaining Unit Members shall be paid for prorated unused vacation providing:

(1) A minimum of one year of employment is completed.

(2) The termination is voluntary or due to death or layoff.

(3) A minimum of two weeks' notice is given to the BISD except in the case of death or layoff.

D. There will be eleven (11) paid holidays as follows:

(1) New Year's Day + 1 day
(2) Good Friday
(3) Memorial Day
(4) Independence Day + 1 day
(5) Labor Day
(6) Thanksgiving Day
(7) Friday after Thanksgiving Day
(8) Christmas Day + 1 day

The additional paid holidays associated with Christmas, New Year's Day and Independence Day will be as follows:

CHRISTMAS, NEW YEAR'S & INDEPENDENCE DAY ON:	ADDITIONAL HOLIDAY WILL BE:
Monday	Full-day Tuesday
Tuesday	Full-day Monday
Wednesday	Full-day Tuesday
Thursday	Full-day Friday
Friday	Full-day Thursday
Saturday (BISD holiday on Fri.)	Full-day Thursday
Sunday (BISD holiday on Mon.)	Full-day Friday

In order to be eligible for holiday pay, a Bargaining Unit Member must work, or be on approved paid leave, the scheduled working day before and the scheduled working day after the holiday. If a holiday falls in the middle of a Bargaining Unit Member's vacation, the Bargaining Unit Member shall not receive double pay, or extra time for such a holiday.

A. Working hours shall be determined by the program. Normal working hours, which shall be posted by program and/or position for clarification, shall be a maximum of eight (8), and five (5) days weekly. Bargaining Unit Members' pay shall be based on hours worked.

B. Overtime is permitted in emergencies, with the approval of the administration. Overtime will be paid at the rate of time and one/half (1½) of regular hourly rate after forty (40) hours in any one week.

C. For the life of this Agreement, all regular, full-time Bargaining Unit Members shall receive an increment on July 1, providing forty (40) regular working days have been completed, and full-time employment is attained by December 1 of the previous year.

D. Work Clothes

(1) Three (3) sets of work clothes (selected by the supervisor) will be provided by the Employer annually. Maintenance of clothing will be by the employee. The employee may be required by the Supervisor to wear the work clothes while on duty.
(2) Employees will be reimbursed up to $150.00 maximum annually for their purchase of steel-toed (or OSHA Compliant) work shoes/boots. The purchase of work boots requires advance approval from the administration to determine need.
(3) Employees will be reimbursed up to $150.00 maximum every three contract years for

their purchase of a work coat.

E. Training conferences will be paid by the Board, if required by the administration.

F. Qualifications for maintenance classification shall be established by administration based on specialized training and experience.

G.. Tuition reimbursement for 2025-2027 school years only, to expire on June 30, 2027, non-certified staff will be reimbursed for tuition costs up to $500 per credit hour from an accredited university/college. The courses must be related to the current position or an educated related position, and pre-approved by an administrator. A maximum of 6 credit hours, within a 12-month time period (July 1-June 30th), will be reimbursed. Credit only applies if at least a B is earned in the class.

APPENDIX C-2

CUSTODIAL/MAINTENANCE INSURANCE

A. HEALTH AND DENTAL INSURANCE (FLEXIBLE BENEFITS PLAN)

It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period.

The Board of Education's annual premium payments for health insurance coverage for the 2025-2026, starting July 1, 2025, shall not exceed:

$ 7,718.26	for single coverage
$16,141.28	for two-person coverage
$21,049.85	for full family coverage

The Board of Education's annual premium payments for health insurance coverage for the 2026-2027, starting July 1, 2026, shall not exceed:

$ 7,942.09	for single coverage
$16,609.38	for two-person coverage
$21,660.30	for full family coverage

Non-certified staff hired after July 1, 2004 are only eligible for board paid single coverage insurance, per PA 152.

These amounts will be adjusted annually by the state treasurer per Public Act 152 of 2011, and the premium amounts paid by the Board of Education will adjust each July 1st to the new amounts.

The annual premium will be divided by 12 and paid on a monthly basis subject to the rules and regulations of the carrier. The Board shall not make any additional payments above these premium caps towards and deductible, premium, co-pay, cafeteria account or other fee related in any way towards employee's health insurance costs. The remaining annual costs shall be paid by the bargaining unit member through payroll deduction. However, if the cost of the health insurance coverage is less than the Board of Education's maximum annual premium payments, the difference shall be remitted by the Board to the employee's HSA account in twelve (12) equal monthly payments.

Employees will not be allowed to change health plans until the normal open enrollment period at calendar year end with an effective date of January 1, unless there is a qualifying event.

The dental coverage is with SET/ADN. SET/ADN established (100/90/50) dental insurance with an annual maximum per participant per year of $1,000, or equal, up through full family.

In lieu of health insurance, under the Flexible Benefit Plan, the Bargaining Unit Member may elect one of the following:

Option 1: No health insurance
Dental plan (100/90/50) or equal
Cash incentives established by Board annually

Option 2: No health insurance
No dental insurance
Cash incentives established by Board annually

(Employee must furnish proof of alternate health coverage to qualify for cash incentives.)

In addition, under all options, except a high deductible health plan, the Bargaining Unit Member shall be eligible for electing the use of tax reduction benefits as provided by law for the following:

(1) Medical Reimbursement Account (MRA)
(2) Child Reimbursement Account (CRA)

Group Insurance Options (SET or equal) will be available for election by any Bargaining Unit Member, who is eligible for Board provided health insurance.

The cost of Medical Reimbursement Account (MRA), Child Reimbursement Account (CRA), and Group Insurance Options, including the cost of third party administration, shall be solely the obligation of the bargaining unit member.

A mutual effort shall be made by the BISD and BIO to pursue cost containment initiatives, which can be implemented at any time during the duration of this Agreement upon mutual acceptance.

B. TERM LIFE

The Board shall pay the premium cost of thirty thousand ($30,000) term AD & D life insurance for each individual Bargaining Unit Member. This amount is subject to any carrier age-based benefit reductions. It is the responsibility of the Bargaining Unit Member to enroll during the appropriate enrollment period.

C. LONG TERM DISABILITY

The Board shall pay the premium cost of a disability insurance plan, which meets the following requirements:

Benefit replacement percentage	66.67%
Maximum monthly benefit	$5,000
Minimum monthly benefit	$50
Elimination period	1 month
Benefit duration	to age 65, with a reducing benefit duration schedule applying when the age of disability onset is 60 or over
Pre-existing condition limitation	applies to Bargaining Unit Members hired after the initial effective date of the disability plan

D. ANNUAL LEAVE AND SICK LEAVE DAYS

Bargaining Unit Members shall receive annual leave at the rate of one (1) day for each month scheduled to work. In addition, one (1) annual leave day will be granted each July 1, for a maximum allocation of thirteen (13) annual leave days per year.

Each Bargaining Unit Member shall be credited with annual leave days on July 1 of each year. New Bargaining Unit Members will be eligible to use annual leave days after successful completion of the first 30 days of the probationary period as defined by Appendix C-2, E.

Annual leave days may be taken by a Bargaining Unit Member for the following reasons and subject to the following conditions:

(1) Annual leave days, for other than personal illness, shall not be taken the day prior to or following a scheduled holiday or vacation period unless on an emergency basis. Leave days for other than personal illness will not be granted on the first and last day of the

school year unless on an emergency basis.

(2) For the 2025-2027 school years only, to expire on June 30, 2027, Bargaining Unit Members are limited to the use of 2 consecutive ALD days with the exception of once a school year the Bargaining Unit Member can use three consecutive ALD days with at least a 5 day written notice to their supervisor.

(3) Annual leave for once in a lifetime opportunities that are beyond the guidelines listed in #2 above and whose schedules are not within the control of the Bargaining Unit Member, must be submitted in writing to the Superintendent at least five (5) working days in advance, except in emergency situations. Use is subject to Superintendent approval and is non-grievable. If a request is granted the additional days may be offered as unpaid days off and further requests shall not be considered for a 5 year period.

At the end of the contract year, unused annual leave days shall become sick leave days. The total number of annual leave days and accumulated sick leave days shall not exceed sixty (60) days. Long Term disability must be utilized upon eligibility.

All sick days used must be verified and approved by the Superintendent, or his/her designee. Sick leave is primarily for sickness of the Bargaining Unit Member, however, it is allowable to be used for illness of the Bargaining Unit Member's spouse, child, foster child, parent grandparent, grandchild, or sibling.

Bargaining Unit Members must report their use of sick days as articulated in their specific employee handbook and per the direction of their supervisor.

BISD may require verification of any sick day.

Bargaining Unit Members retiring under the provisions of the Michigan Public Employees Retirement System, who have fifteen (15) years or more seniority with BISD, shall be paid at the time of termination of employment with BISD for unused annual leave and sick leave days in excess of 30 accumulated days at 50% of the step 1 rate in the pay scale in which they had been paid immediately prior to retirement.

The beneficiary of a Bargaining Unit Member with fifteen (15) years or more seniority with BISD, who dies while employed with BISD, shall be paid for unused annual leave and sick leave days in excess of 30 accumulated days at 50% of the step 1 rate in the pay scale in which they had been paid immediately prior to death. The beneficiary will be the same as designated for district paid term life insurance per Appendix C-2 B.

E. Employees are eligible for fringe benefits including health, dental, life insurance, ALD and Holiday pay after 30 working days, but will remain on probation for 90 working days.

F. Full time regular Bargaining Unit Members shall be defined as Bargaining Unit Members working the normal working hours for a position, not less than six (6) hours per day, which is equal to other similar positions with identical or similar duties and responsibilities. Full-time regular Bargaining Unit Members shall be eligible for full insurance benefits, as defined in this Appendix.

H. Half-time, regular Bargaining Unit Members, shall be defined as Bargaining Unit Members working hours less than full-time but having at a minimum 50% of the hours per day worked by a full-time position with similar duties and responsibilities. Half-time regular Bargaining Unit Members shall be eligible for BISD payment of one-half (½) of normal insurance premiums, excluding long-term disability which is not available to half-time regular Bargaining Unit Members, subject to carrier requirements and one-half (1/2) of other benefits for the classification. The Bargaining Unit Members shall be responsible for the other half (1/2) of the premium.

No fringe benefits will be granted to any Bargaining Unit Member working less than 17.5 hours per week.

Availability of fringe benefits will not be extended beyond these parameters regardless of any insurance company's willingness to provide coverage or the Bargaining Unit Members' willingness to pay for insurance coverage.

I. All insurance coverage is subject to the underwriting rules and regulations of the selected carrier.