MASTER AGREEMENT

BETWEEN THE

BRANCH INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

BRANCH INTERMEDIATE ORGANIZATION, INC.

FOR

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.

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ARTICLE I
RECOGNITION

A. The Board hereby recognizes BIO as the exclusive bargaining representative for all full-time and part-time, ongoing program-employed, state-approved, certified personnel under annual contract, including:

> teachers, consultants, counselors, program managers, non-administrative coordinators, school psychologists, speech therapists, social workers, occupational therapist, hearing impaired therapist, visually impaired therapist, Bachelor or degree registered therapists, Bachelor or degree registered nurses, BA or MA registered physical therapists;

but excluding all executive, supervisory, administrative secretarial, non-certified, 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. Specific named employees excluded from the bargaining unit may be referred to the Joint Committee.

C. The term “bargaining unit member” when used in this Agreement shall mean all employees covered by this Agreement. There shall be three classifications of bargaining unit members under this Agreement:

(1) “Tenure” bargaining unit members or “teachers”, which shall be defined to include certificated bargaining unit members holding assignments for which certification is required, according to the provision of the Teacher’s Tenure Act, who have completed the probationary period required by the Teachers’ Tenure Act and who have not been denied tenure.

(2) “Non-Tenure” bargaining unit members, which shall be defined to include those bargaining unit members who are not eligible for tenure status according to the provisions of the Teachers’ Tenure Act but who hold state approval or state authorization appropriate to their assignment and who have at least five years of experience in the District.

(3) “Probationary” bargaining unit members, which shall be defined to include all remaining bargaining unit members exclusive of “tenure” and “non-tenure” bargaining unit members as above defined.

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 designated 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 of 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
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 ten (10) 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 ten (10) days, but shall not require application processing. The administration shall endeavor to issue notice of impending changes.

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 VI
SENIORITY LIST

Seniority is defined to mean the amount of time an individual is continuously employed as a certificated person within the district. Seniority shall be measured from an individual's last date of hire (contract agreement date, or first working day of employment, whichever comes first); 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.

Non-tenured personnel on annual authorization or temporary approval and probationary employees shall have equal seniority status, regardless of date of hire, at the bottom of the seniority list until tenure status is achieved. It is expressly understood that certificated individuals employed by the district in an administrative capacity shall accrue seniority, as defined herein, on

the same basis as if they were employed as certificated individuals in any capacity covered under the recognition clause (Article I) of this Master Agreement. Bargaining Unit Members continuously employed by Branch Intermediate School District, but assigned to a non-administrative position outside of BIO, shall maintain seniority for the specific period of time they were members of BIO. Part-time individuals shall accrue seniority on a pro-rata basis. The Branch Intermediate School District administration will prepare seniority lists. The lists will include date of employment for each employee, as well as employee classification and state-approved certifications. Lots will be drawn by individuals with the same date of employment to determine placement on the seniority list. An additional certification, endorsement, approval, or other specific designation granted by the Department of Education which is received after the original date of hire, shall have a separate seniority status as of the date granted and shall appear on the seniority list under the general heading of "Additional Certifications and Dates"; and it is the responsibility of the Bargaining Unit Member to make the Branch Intermediate School District aware of such information prior to layoff action.

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 posting. If no error is reported within ten (10) working days, the list will stand as prepared and will become effective.

ARTICLE VII
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 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.

ARTICLE VIII
NO STRIKE

A. BIO and the Board recognize that strikes and other forms of work stoppages by Bargaining Unit Members are contrary to law and public policy. BIO and the Board subscribe 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 IX
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 under the above procedures. 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) The continuation of a non-tenure employee on probation

(3) The termination of services of, or failure to reemploy, any employee to an extended week contract or summer school program or schedule,

(4) Any matter involving personnel evaluation content,

(5) Any matter in which the Teacher Tenure Act prescribes a procedure or authorizes a remedy,

(6) 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 an employee 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(s), 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 the 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 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 X
MISCELLANEOUS PROVISIONS

A. SEVERABILITY

If any provisions of the 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. INDIVIDUAL CONTRACTS

Any individual contract of employment executed between a Bargaining Unit Member and the district is subject to the terms and conditions of the collective bargaining contract. It is expressly understood that the provisions of the collective bargaining agreement take precedence over and control any contrary or inconsistent terms contained in any individual contract and that the individual contract is expressly conditioned upon this master agreement.

E. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, 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.

F. ADDITIONAL COMPENSATION

BIO and the Board recognize that revisions to the Revised School Code mandate that the District implement and maintain a method of compensation for its teachers that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. Each teacher shall receive the following adjustment to compensation and additional compensation upon completion of the yearly evaluation:

Effective:
One hundred dollars ($100) off scheduled payment. The teacher shall be eligible for a step increase in the following school year if applicable in accordance with the salary schedule.

Developing:
Fifty dollars ($50) off schedule payment. The teacher shall be eligible for a step increase in the following school year if applicable in accordance with the salary schedule.

Needing Support

No off schedule payment. The teacher shall not be eligible for a step increase or for the school year to count toward longevity eligibility until the teacher is reevaluated and meets expectation.

ARTICLE XI
LEAVES OF ABSENCES

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. Bargaining Unit Members must make application for such leave on the approved form, and receive approval of their supervisor. Absence due to the death of other than the immediate family will be treated as an annual leave day request.

C. SABBATICAL LEAVE

Sabbatical leave shall be at the discretion of the Board. A Bargaining Unit Member, having completed seven (7) years, or more, of continuous service in the district, shall be eligible to request a sabbatical leave subject to employer approval and the following general conditions: a person must be involved in graduate study or approved travel; person on sabbatical leave shall be paid at the rate of one-half (½) the salary he/she was receiving at the time of going on leave. This sabbatical leave shall not exceed fifty-two (52) weeks. A Bargaining Unit Member who accepts sabbatical leave shall serve two (2) years with the district upon completion of sabbatical leave. If the person does not return to the district, he/she will pay back the entire amount he/she received while on leave within two (2) years. Except by Board approval, an experience step in pay will not be granted.

D. 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).

E. UNPAID LEAVE OF ABSENCE

Unpaid leave of absence shall be defined for this paragraph as any leave without regular pay other than leaves mandated under the Family and Medical Leave Act. Requests must be submitted five (5) working days in advance, except in extenuating circumstances. Approval is entirely at the Superintendent's discretion. Replies shall be given two (2) working days prior to time requested. Health and dental insurance benefits, and cash in lieu, shall continue for the duration of the Bargaining Unit Member's individual contract. Short/long term disability and term life insurance shall remain in effect for the duration of the Bargaining Unit Member's individual contract for cases of disability only. This limitation also applies while on Workers Compensation or short/long term disability. 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. No leave of absence shall exceed twelve (12) months. Upon returning from an extended leave of over ninety (90) working days, the Bargaining Unit Member will not be eligible for an experience step increase.

ARTICLE XII
ACT OF GOD DAYS

Scheduled days and 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, may be rescheduled at the discretion of the Board of Education to insure that there are a minimum of instructional and professional development days and hours as required by Michigan Revised School Code and/or the Michigan School State Aid Act. Bargaining Unit Members will receive their regular pay for days or hours, which are canceled but shall work on any rescheduled days or hours with no additional compensation.

The Board of Education shall not be required to cancel a 'work day' (i.e., a day when Bargaining Unit Members report but students are not in session such as an end of semester grading day, a parent teacher conference day, or an in-service day) or that portion of any day which is scheduled to be a partial 'work day' even though students do not report. However, the Board may do so in its discretion. The Board shall not be required to reschedule a 'work day' or a partial 'work day' which is cancelled, but may do so in its discretion.

Total annual salary is based upon 188 days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different from those originally scheduled due to rescheduling by the Board.

For any legally required extended year special education program, the Bargaining Unit Member's salary will be adjusted at the per diem rate. Extended year instructional programs, which are either legally required or conducted as a District option, will be provided through the use of supplemental contracts.

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

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

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

If school starting is delayed, Bargaining Unit Members may delay reporting for work for an equivalent period of time in their regular schedule. There will be no loss of pay for the equivalent time.

This provision is subject to revision or being rescinded should there be a change in the instructional and professional development days and hours as required by Michigan Revised School Code and/or the Michigan School State Aid Act or by action of the Michigan Legislature, and/or as determined by the State Board of Education.

ARTICLE XIII
SALARY AND INSURANCE

Salaries shall be contained in a salary schedule, effective as of the Bargaining Unit Member's first regular contract day of the school year, as shown in Appendix A.

A Bargaining Unit Member who is laid off and 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 an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.

Board paid premiums for insurance coverage shall be as specified per individual Bargaining Unit Member, as agreed to in Appendix B.

The requirements under Public Act 152 of 2011 shall be negotiated annually.

ARTICLE XIV
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 XV
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
SALARY SCHEDULE

A. SALARIES

(Certified, or State Department of Education authorized or approved)

Non DEG No degree or less than a BA

DEG BA, but no teaching certification

BA BA and/or Vocational Certification

BA+ BA + 24 hours (semester). Vocational certification - completed education requirements in accordance with Board policy. The 24 semester hours must be from an accredited college or university and be in the area of assignment, or be beneficial to the program assignment as pre-approved by the administration.

MA MA, must be in area of certification, and assignment, or be beneficial to the program assignment, as pre-approved by the administration. Must have hours for continuing certification.

MA+ MA + 20 hours (semester), and all other degrees. The hours must be from an accredited college or university and be in area of assignment, or be beneficial to the program assignment as pre-approved by the administration. Must have hours for continuing certification.

2025-2026 CERTIFIED SALARY SCHEDULE

Base	$ 46,652								188 Contract Days	
Non* Deg	Deg	Step	BA	Annual	BA+	Annual	MA	Annual	MA+	Annual
6	2	1	1.00	$ 46,652	1.15	$ 53,650	1.25	$ 58,315	1.30	$ 60,648
7	3	2	1.05	$ 48,985	1.20	$ 55,983	1.30	$ 60,648	1.35	$ 62,981
8	4	3	1.15	$ 53,650	1.25	$ 58,315	1.35	$ 62,981	1.40	$ 65,313
11	7	4	1.20	$ 55,983	1.30	$ 60,648	1.40	$ 65,313	1.45	$ 67,646
14	10	5	1.25	$ 58,315	1.35	$ 62,981	1.45	$ 67,646	1.50	$ 69,978
19	15	6	1.30	$ 60,648	1.40	$ 65,313	1.50	$ 69,978	1.55	$ 72,311
24	20	7	1.35	$ 62,981	1.45	$ 67,646	1.55	$ 72,311	1.60	$ 74,644
29	25	8	1.40	$ 65,313	1.50	$ 69,978	1.60	$ 74,644	1.65	$ 76,976
34	30	9	1.45	$ 67,646	1.55	$ 72,311	1.65	$ 76,976	1.70	$ 79,309
		10	1.50	$ 69,978	1.60	$ 74,644	1.70	$ 79,309	1.75	$ 81,641
		11	1.55	$ 72,311	1.65	$ 76,976	1.75	$ 81,641	1.80	$ 83,974
		12	1.60	$ 74,644	1.70	$ 79,309	1.80	$ 83,974	1.85	$ 86,307
		13	1.65	$ 76,976	1.75	$ 81,641	1.85	$ 86,307	1.90	$ 88,639
		14	1.70	$ 79,309	1.80	$ 83,974	1.90	$ 88,639	1.95	$ 90,972
		15	1.75	$ 81,641	1.85	$ 86,307	1.95	$ 90,972	2.00	$ 93,304
		16	Step15+1%	$ 82,458	Step15+1%	$ 87,171	Step15+1%	$ 91,882	Step15+1%	$ 94,238
		17	Step16+1%	$ 83,283	Step16+1%	$ 88,043	Step16+1%	$ 92,801	Step16+1%	$ 95,180

* A non-degreed teacher employed on or after July 1, 2010 with less than six (6) years of work experience will remain on the step on which they are initially placed at the time of hire until work experience/teaching experience shall equal six (6) years. They will then move up the schedule in the regular manner.

B. An annual longevity payment will be paid as follows:

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

C. Hours of employment shall be thirty (30) minutes prior to and thirty (30) minutes after the time schedule of program assignment, unless excused by the building administrator.

D. Bargaining unit members assigned to the special education early childhood programs and services who serve children in Branch ISD early childhood programs, such as Head Start and Great Start School Readiness, may be provided a contract of less than 188 days. When available, these bargaining unit members shall be given priority for summer programming assignments in order to increase their workdays up to 188 days. The program days may not be consecutive. These bargaining unit members shall have their salaries paid in twenty-six equal installments per section G of this Article. If a bargaining unit member with less than a 188-day contract is assigned supplemental employment in accordance with section C of this Article, the additional pay shall be paid at an hourly rate based on the bargaining unit member's contract salary divided by a product of the number of days in the base contract multiplied by seven hours per day.

E. All supplemental program employment (specific time scheduled extended day, year of regular BISD programming - excluding Adult Education, and other restricted funded programs) not included in the regular salary schedule and/or provided for in the Bargaining Unit Member's annual contract, shall be administratively determined to be paid at an hourly rate based on the employee's 188-day contract salary divided by 1,316 hours or a $250 daily stipend.

F. All work experience and all successfully completed semester hours of college credit, must be validated at the central office, by September 1, for placement level on the salary schedule, or evidence provided to show that it is being processed.

G. Salaries shall be paid biweekly in twenty-six equal installments over a one-year period, September 1 through August 31 for bargaining unit members with a 188-day contract and July 1 through June 30 for bargaining unit members with an extended year contract. Bargaining unit members who have a contract of less than 188 days shall have their salaries paid based on completion and submittal of timesheets rather than having their pay split evenly over a per-determined number of installments. When there are twenty-seven payrolls in the one-year period, the annual salary will be divided substantially equally among the twenty-seven payrolls.

For new employees, first pay will be the last pay in August for the first year of employment and divide the annual salary by twenty-seven payrolls.

H. For bargaining unit members hired on or after June 29, 2010, the Board shall have discretion to grant credit for teaching and relevant work experience up to and including Step 12 of the appropriate salary column. The Board shall also have discretion to exceed a Step 12 initial salary placement in the case of vocational education program managers, special education teachers and special education itinerant personnel (i.e., nurse, occupational therapist, physical therapist, psychologist, speech therapist, teacher specialist for ASD, and teacher consultant HI). This language shall not impact the salary step placement of any bargaining unit members hired on or before June 29, 2010.

I. Tuition reimbursement, for 2025-2027 school years only, to expire on June 30, 2027, 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 six (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
INSURANCE

A. HEALTH AND DENTAL INSURANCE (FLEXIBLE BENEFITS PLAN)

It is the responsibility of the employee 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

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 any 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 or equal, up through full family. The annual maximum per participant per year will be $1,000.

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 incentive 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 coverage.

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 the contract upon mutual acceptance.

B. TERM LIFE

The Board shall pay the premium cost of fifty thousand ($50,000) Term Life AD & D 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 policy.

D. WORKERS' COMPENSATION

Any Bargaining Unit Member who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the disability benefits provided by the Michigan Worker's Compensation Law and the individual's current annual contract provisions until such time as short and long term disability benefits are payable. At that time, the Board will no longer pay the difference and the disability benefit levels as coordinated will be the maximum compensation.

E. TAX SHELTERED ANNUITY - SECTION 403B

The Board shall pay for a Tax Sheltered Annuity under the district’s Tax Sheltered Annuity Program operated in compliance with Sections 403b, 457b, and 403b Roth of the Internal Revenue Code and district policies for each bargaining unit member hired on or before June 30, 2010. Bargaining unit members first hired on or after July 1, 2010 shall not be eligible for Tax Sheltered Annuity program contributions made by the Board under this provision. The payment shall be made in two equal installments with 50% of the annual TSA contribution to be made in January for all bargaining unit members who are employed as of the last day of the first semester of the current school year and were working or on paid leave, not including workers’ compensation or short or long term disability, for sixty (60) or more days in the prior year. 50% of

the annual TSA contribution will be made in June for all bargaining unit members who are employed as of the last day of the second semester of the school year that just concluded and were working or on paid leave, not including workers' compensation or short or long term disability, for sixty (60) or more days in the prior year

For bargaining unit members on step 8 or below of the salary schedule, the Board's annual contribution to a Tax Sheltered Annuity (TSA) shall be calculated as follows: Salary on step 8 of the BA+ schedule divided by 188, multiplied by 4, and multiplied by 80%.

For bargaining unit members on step 9 or above of the salary schedule, the Board's annual contribution to a Tax Sheltered Annuity (TSA) shall be calculated as follows: Salary on step 15 of the MA+ schedule divided by 188, multiplied by 4, and multiplied by 80%.

F. ANNUAL LEAVE AND SICK LEAVE DAYS

Full-time Bargaining Unit Members shall be entitled to eleven annual leave days. Part-time members, those employed after the beginning of the school year, or those with extended contracts, shall have annual leave days prorated based on the rate of one (1) for each contract month.

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.

The appropriate number of days shall be credited to each Bargaining Unit Member on the first day of employment.

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. Short/Long Term Disability must be utilized upon eligibility. 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 sick days as articulated in their specific employee handbook and per the direction of their supervisor.

BISD may require medical verification of any sick day.

Bargaining Unit Members retiring under the provisions of the Michigan Public Schools Employees Retirement System who have fifteen (15) years or more seniority with BISD and submit their

written resignation to their supervisor on or before February 1 with an effective date of retirement on the following June 30th shall be paid at the time of termination of employment with BISD a maximum of 30 unused sick days; paid out at the current BA-step 1 amount.

At the discretion of the Superintendent, an exception can be made to the February 1st deadline and is non grievable.

The beneficiary of a Bargaining Unit Member who dies while employed with BISD with fifteen (15) years or more seniority with BISD shall be paid for unused annual leave and sick leave days in excess of 30 accumulated days at the third party substitute teacher daily rate then in effect. The beneficiary will be the same as designated for district paid term life insurance per Appendix B, Section B.

G. Bargaining Unit Members are eligible for BISD paid premiums for insurance benefits as follows:

Commencing the first day of contract of employment. Coverages will continue until the end of the month of the effective date of termination in cases of layoff, death, retiring under the Michigan Public Schools Employees Retirement System, or voluntary termination with thirty (30) calendar days' notice. However, persons leaving for employment in another school district will be eligible for normal BISD paid insurance premiums as long as they remain on BISD payroll or no later than August 31**,** (subject to employee choice) whichever occurs first.

H. Part-time, regular Bargaining Unit Members, defined as Bargaining Unit Members working at least 658 hours per year, but less than 987 hours per year shall be eligible for BISD payment of one-half of normal insurance premiums, excluding long-term disability which is not available to part-time regular Bargaining Unit Members, subject to carrier requirements and one-half (1/2) of other benefits.

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

APPENDIX C

A. NON-TENURE BARGAINING UNIT MEMBER ASSIGNMENTS AND TRANSFERS

A. All Non-Tenure Bargaining Unit Members must possess qualifications for their assignment, as described within administratively established job descriptions. Initial assignments shall be determined by the administration, and shall remain in effect until notice of:

(1) Emergency Assignment,
(2) Temporary Assignment, or
(3) Permanent Transfer,

has been given, in accordance with the provisions of this Article.

B. In order to prevent disruption of the district operations, Non-Tenure Bargaining Unit Members may be involuntarily assigned outside of the regular assignment. The administration shall notify affected Non-Tenure Bargaining Unit Members (and BIO, at J-Committee Meetings), in writing, of the reasons at the time of such assignments or transfers.

Emergency Assignments shall not exceed five (5) working days.

Temporary Assignments shall be made for an initial period, not to exceed ninety (90) working days, but can be extended for an additional ninety (90) working days by administration, total time not to exceed the end of the school year, providing reasons, in writing, each time.

Permanent Transfers**,** which are a reassignment of the Non Tenure Bargaining Unit Member to another position when the reassignment does not have a fixed duration, for administrative purposes shall be made, when necessary, to ensure a distribution of experienced and qualified personnel throughout the system, or to meet other program needs.

C. Prior to involuntary temporary assignment, or permanent transfer, volunteers will be solicited to fill the needed assignment(s), or transfer(s). Such requests for volunteers shall not provide any preference for being selected, nor place any obligation upon the administration to accept the volunteer(s).

D. In making involuntary assignments and transfers, the convenience and wishes of the individual Non-Tenure Bargaining Unit Member shall be honored, to the extent that these considerations do not conflict with the requirements and best interests of the school system, and the students, as determined by the administration. Affected Non-Tenure Bargaining Unit Members may request a J Committee meeting to discuss involuntary assignments and/or transfers. The administration will endeavor to notify potentially affected Non-Tenure Bargaining Unit Members as of May 1, each year, regarding assignments and transfer needs then known to exist for the upcoming school year.

Immediate notice may be given for emergency assignments. Two (2) working days' notice shall be provided for temporary assignments. Fifteen working days' notice shall be provided for permanent transfers.

E. While on emergency, or temporary assignment, the Non-Tenure Bargaining Unit Member's original position will not be permanently filled by the administration with another person. The administration has the right to use a substitute to fill the Non-Tenure Bargaining Unit Member's original assignment for the duration of the emergency or temporary assignment.

F. The administration reserves the right to amend or modify job descriptions, and/or qualifications for any position; however, Non-Tenure Bargaining Unit Members currently holding such positions with recent satisfactory evaluations in such position, shall not be arbitrarily removed without thirty (30) calendar days' prior written notice, and rationale by the administration. BIO shall be provided copies of job descriptions and changes.

B. NON-TENURE BARGAINING UNIT MEMBER 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 Non-Tenure Bargaining Unit positions through layoff from employment; to reduce the number of Non-Tenure 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. For purposes of assignment or retention under this Agreement, the term “certified” shall mean that the Non-Tenure Bargaining Unit Member **has** the appropriate license, approval or authorization, as applicable. In addition to certification, each bargaining unit member must meet the qualification standard, which is applicable and appropriate to his /her assignment.

C. The Board shall lay off and recall Non-Tenure Bargaining Unit Members based on seniority with Branch Intermediate School District among equally certified and qualified candidates, but reserves the right to bypass seniority in accordance with the provisions of Appendix C, Section D (Evaluations).

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

E. Layoff pursuant to this Article shall terminate, for the duration of the layoff, the Board's obligation to pay salary and fringe benefits to any Non-Tenure Bargaining Unit Member so laid off. No individual employment contract shall create any obligation of the Board as respects wages and fringe benefits during a period of layoff.

F. Recall shall be in reverse order of layoff for positions created by a vacancy for which the laid off Non-Tenure Bargaining Member is certified and qualified. The Board shall give written notice of recall from layoff by sending a first (1st) class letter to Non-Tenure Bargaining Unit Members at their last known address and providing a mailing checklist verified by a BIO clerical member to the BIO President. It shall be the responsibility of the Non-Tenure Bargaining Unit Member to notify the Board of any change in address.

The Non-Tenure 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 Non-Tenure Bargaining Unit Member. If a Non-Tenure Bargaining Unit Member fails to report for work within the five (5) calendar days from the date of 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 Non-Tenure Bargaining Unit Member shall be considered a voluntary quit and shall thereby completely terminate his/her individual employment contract and any other employment relationship with the Board.

G. Recall is limited to three years after the termination of the Non-Tenure Bargaining Unit Member's services because of a necessary reduction in personnel.

C. NON-TENURE BARGAINING UNIT MEMBERS EMPLOYMENT STANDARDS

Non-Tenure Bargaining Unit Members, covered under this Agreement can be terminated with just cause and due process observed, subject to the provisions of Article VIII, B. Normally, two weeks' notification of termination of employment will be given by the employer. However, if a Non-Tenure 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 Non-Tenure 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.

A. Discussion of problem between Non-Tenure Bargaining Unit Member and appropriate administrator.

B. Written documentation of verbal warning by appropriate administrator.

C. Written reprimand by appropriate administrator included in Non-Tenure Bargaining Unit Member's personnel file.

D. Suspension with or without pay.

E. Dismissal following Board action.

D. NON-TENURE EVALUATIONS

All Non-Tenure Bargaining Unit Members covered by this Agreement shall be subject to a **five-year** probationary period. All Non-Tenure Bargaining Unit Members shall be evaluated by their immediate administrative supervisor and such evaluation shall become a part of the Non-Tenure Bargaining Unit Member's personnel file. The individual Non-Tenure Bargaining Unit Member shall acknowledge receipt of such evaluation by signing same. Signature is for acknowledgment only, and does not imply agreement. The Non-Tenure 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 Non-Tenure Bargaining Unit Member's personnel file, along with the evaluation. In the case of a less than effective evaluation, the bargaining unit member will be placed on an IDP.

The Non-Tenure Bargaining Unit Member may submit a written statement within thirty (30) calendar days to be permanently attached and placed in the Non-Tenure Bargaining Unit Member's personnel file.