

witness, preferably another member of management or the Office of Human Resources. If it is not reasonably possible to immediately hold a private conference, such conference must take place as soon as reasonably possible, but should ordinarily not take place more than two (2) business days after corrective action is recommended.

- i. It must be explained to the employee that the Corrective Interview Report will become part of the employee's personnel record, and that the employee's future conduct and performance will determine how much weight the report will have in any future situation requiring corrective action and with respect to any future wage increases. Specifically, if there are two or more Corrective Interview Reports in the preceding three (3) years, an employee should expect to receive no, or a lower, salary increase based on performance, or other raise, and MBCI has the right, if approved by the Chief, to deny such an increase. Any employee on probation or suspension at the time a cost of living or other raise is given shall not receive the increase.
 - ii. Except in cases of termination, the conference shall stress performance improvement requirements as specified in the Corrective Action Report.
 - iii. A follow-up conference must be scheduled, if requested by the employee, supervisor, or other MBCI management.
 - iv. Upon completion of the conference, the report will be signed and dated by the supervisor, employee, and witness. The employee must be given the opportunity to write his or her comments on the form. The supervisor will forward the original of the completed report to the Office of Human Resources for filing in the employee's personnel file.
 - v. The supervisor must ensure that any follow-up conference takes place at the scheduled time.
- c. The supervisor, or another member of MBCI management or the Office of Human Resources, must promptly inform the employee of any final disposition of a recommendation for corrective action.

XVII. TERMINATION OF EMPLOYMENT

The end of an employment relationship with MBCI will fall within one of the following categories, with indicated policies applicable to each:

A. Resignation

An employee may voluntarily terminate his or her employment for any reason. Two

weeks' notice is requested by MBCI. If the supervisor directs, the resigning employee may be relieved from further work upon receipt of a written or verbal notice of resignation. Any employee absent from work for a period of two (2) consecutive workdays, without daily notification to the supervisor of the reasons for the absence, will be considered as having voluntarily resigned. If an Education Contract employee leaves employment during the period of the employee's contract, the employee's remaining pay not earned will be retained by MBCI, and MBCI may contact the Mississippi Department of Education requesting that the employee's teaching certificate be suspended or revoked.

B. Mutual Agreement

An employee and MBCI may mutually agree to end the employment relationship. Under these circumstances, no employment end date notice period is set by MBCI, and a departure date is informally agreed upon within a reasonable time period.

C. Reduction in Force

An employee may be terminated when his or her position is being eliminated or reclassified due to reorganization or financial considerations, as determined by the Chief. Any employee terminated due to a reduction in force will be paid one month's compensation after separation of employment. No reduction-in-force terminations may occur within the six (6) months preceding or following a general, run-off, or other election for the position of Chief, except for circumstances in which a federally funded grant program has ended and is not renewed or extended, without prior approval of the Tribal Council by motion or resolution.

D. Unsatisfactory Performance

An employee may be terminated for unsatisfactory performance, in accordance with the procedures set forth in part XVI.

E. Retirement

An employee may voluntarily terminate his or her employment for purposes of retiring from gainful employment with MBCI.

Under most circumstances, and if resources are available, all accrued annual leave pay for which the employee is eligible, not to exceed the maximum number of allowable annual leave hours, may be paid to the employee at the time the employment relationship terminates. Any indebtedness to the Tribe, including the replacement cost of Tribal property not returned by the separated employee within three (3) days of the separation, will be deducted from any available annual leave, or other pay, from the last check.

XVIII. GRIEVANCE

Any employee, except new employees in their initial 90-day probationary period, temporary employees, casual employees or political appointees, 1) terminated from employment due to reduction in force, 2) terminated from employment due to unsatisfactory