BRANDYWINE COMMUNITY SCHOOLS

MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

AND

THE BRANDYWINE DISTRICT EDUCATION ASSOCIATION (MEA-NEA)

2026-2029

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AGREEMENT

THIS AGREEMENT entered into this 13th day of July, 2026 by and between the Board of Education of BRANDYWINE COMMUNITY SCHOOLS, Berrien and Cass Counties, Niles, Michigan, hereinafter referred to as the "Board" or "Employer", and the BRANDYWINE-DISTRICT EDUCATION ASSOCIATION M.E.A. - N.E.A., hereinafter referred to as the "Association".

WITNESSETH

The purposes of this Agreement are to set forth the wages, salaries, hours, and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful employer-employee relations for the mutual interest of the Board, the faculty, the Association, and the children who attend the schools in this district. Recognizing that providing a quality education for the children in the Brandywine District is the aim and obligation of the parties hereto, the Board and the Association for, and in consideration of, the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

DEFINITIONS

1. "Teacher" shall be deemed to mean those employees who are included in the bargaining unit as described in Article 1, Section A.

2. "Secondary teachers", for the purposes of Article 6, Sections C and D, shall be teachers in grades seven (7) through twelve (12).

3. “Written” request, approval, notification, and verification shall be understood as the District’s process via electronic submission.

ARTICLE I - RECOGNITION

Section A: Covered Bargaining Unit Members

Pursuant to and in accordance with provisions of Act 379 of the Michigan Public Acts of 1965, the Board recognizes the Association as the sole and exclusive collective bargaining representative for all of the certified teaching personnel, teaching personnel working under annual career authorizations, interim teaching certificate holders, speech-language pathologists, guidance counselors, and social workers, whether under contract or on leave, employed or to be employed by the Board, excluding the Superintendent, assistants to the Superintendent, principals, assistant principals, behavior interventionists, nurses, less than full-time alternative/adult education or virtual teachers, substitute teachers, administrative employees, office, clerical, and other non-teacher personnel and all other employees engaged fifty (50) percent or more of their time in the supervision or administration of teachers covered by this Agreement.

Section B: Accretion of New Classifications

It is understood and agreed that if any individual(s) or classification(s) of staff now excluded from the bargaining unit accretes thereto by virtue of agreement between the Board and

the Association or by virtue of instruction, direction or decision of a court or administrative agency of competent jurisdiction, the Board and the Association will negotiate the rates of pay, hours, fringe benefits and conditions of employment which shall be applicable to such individual(s) or classification(s).

Section C: Exclusive Bargaining Agreement

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II – BOARD OF EDUCATION RIGHTS

Section A: Board Rights and Management Responsibilities

The Board, on its own behalf and on behalf of the electors of the District, unless specifically limited or abrogated by the terms and conditions of this agreement or by law, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan, and of the United States, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees during scheduled work hours;

2. To hire all employees and subject to the provisions of law, to determine their qualifications; and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;

3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

4. Through its administrators and agents, to approve the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. To determine class schedules, school hours, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment;

6. To deduct, as authorized by law, from teacher salaries any erroneous or mistaken overpayments. A reasonable payment schedule shall be reached with the teacher.

Section B: Conformity to Law

The exercise of the foregoing powers, rights, authority, duties and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Section C: Preservation of Statutory Board Authority

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code, MCL 380.1 et. seq. or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE III - TEACHER RIGHTS

Section A: Legal Protections

In accordance with law, bargaining unit members or applicants for employment are to be granted freedom from sexual harassment and freedom from discrimination based upon legally protected classes or membership/non-membership in the association. Newly hired teachers shall be granted a mentor teacher, as specified by law.

Section B: Administering Medication or Medical Services to Students in School

Teachers are not required to administer medications, administer injections, or perform medical services. However, those who do elect to assist administering medications, injections, or other medical services will receive necessary training for listed procedures from the district.

ARTICLE IV - TEACHER-ASSOCIATION ACTIVITIES

Section A: Association Business Guidelines

Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at times other than regular duty hours, and under conditions which shall not interfere with a teacher's assignment or the operation of the school.

Section B: Association Use of Facilities and Equipment

The Association shall have the privilege of using school facilities and equipment, including, computers, printers, duplicating equipment, calculators, fax machines, e-mail, and all types of audio-visual equipment for Association business at times other than regular duty hours when such facilities and equipment are not otherwise in use.

1. The Association shall pay for the cost of all materials and supplies incidental to such usage and for any damage to any equipment which occurs because of such usage thereof.

2. The Association's usage of space within the school building shall be limited to after regular duty hours and shall be permitted only with the advance permission of the building principal, and with the understanding that the Association will pay any costs incurred by the Board which are necessitated by reason of such usage or the necessity for keeping the facility open for that purpose.

3. The Association may use the regularly established district mail service and teacher mailboxes for communications to teachers.

Section C: Information Availability to the Association

The Board agrees to make available to the Association any and all information which it makes available to the public, and that information which is related to or necessary for contract negotiations or for the proper processing of grievances or complaints.

Section D: Association Business Days

The Association shall be granted a maximum of seven (7) business days in the aggregate for designated members thereof for the purpose of Association business. The Association shall reimburse the Board in full for the cost of substitute teachers incurred when these business days are used.

ARTICLE V - ASSOCIATION SECURITY

Section A: Authorized Payroll Deductions and Programs

The Board will make credit union and annuity deductions twice a month, and monthly deductions for United Way, and for any other plans or programs approved by the Board, upon written authorization from teachers after written notification thereof to the Association.

Section B: Method of Electronic Payroll Deposit

All payroll checks will be directly deposited to the financial institution of the teacher's choice, or the teacher will be issued a debit/credit card for the deposit of the teacher's regular payroll check.

ARTICLE VI - TEACHING HOURS AND WORKDAY EXPECTATIONS

Section A: Teacher Duty Hours and Staff Meetings

Teachers shall be required to be on duty for a period of not more than seven (7) hours fifteen (15) minutes except as specified in subsection (1) hereof. Said period shall be distributed in accordance with general administrative rules established after consultation with teachers in a building or their representative. (Teachers who are contracted to work less than one FTE, shall be required to be on duty for a period that is equal to the percentage of their FTE, except as specified in subsection (1) hereof.)

1. All full time and part time teachers shall be required, as a regular part of their teaching duties, to attend faculty meetings, grade or department meetings, and/or curriculum meetings, which may be held at times outside regular duty hours when called by the administration. It is understood that faculty and curriculum meetings held outside of school shall not be scheduled more than four times per month and shall not be more than one hour in length. It is also understood that teaching staff may opt to hold grade level meetings or other committee meetings during their

lunch time if the teachers in the affected department or grade level all agree to such an arrangement.

2. At the request of either party, consultations with regard to time apportionments shall be initiated.

3. All Bargaining Unit Members shall be required to attend one (1) building or grade level Open House per year, which shall be limited to one (1) hour in duration. To facilitate preparation for this event, a minimum of one-half (1/2) day of work time shall be provided prior to the Open House. In the event a member is unable to attend, they must communicate their absence to building administration.

Section B: Duty-Free and Proportionate Lunch Periods

Within the aforementioned schedule, teachers shall be provided a 25 minute unassigned lunch period. Teachers who teach less than a full day shall be provided a proportionate amount of paid lunch time per day. If they extend their day, they may be able to have a lunch period consistent with all other teachers. That additional portion of lunch time will be unpaid time.

Section C: Teacher Preparation Periods and Substitute Coverage

Secondary teachers normally will be provided one regular preparation period per day according to the scheduled assignment. It is expressly understood that elementary teachers will not be required to be present in the classroom during periods in which their class is receiving instruction from teaching specialists, and that such time is for preparation and planning. Elementary teachers will be provided with at least forty-five (45) minutes of consecutive planning time for each full school day. Teachers who teach less than a full day shall be provided a proportionate amount of planning time per day. Adjustments in the schedule due to school delays, cancellations, or other reasons such as in-service, assembly, and special programs may result in reduction of planning time where the cancellation or delay affects the schedule of the "specials." Teachers scheduled to proctor student testing during their planning time will be paid the agreed upon rate for having to be assigned to duties during their planning time.

A teacher asked by the District to do substitute teaching or test proctoring during the teacher's preparation period shall be paid at the rate of $35 per hour taught. Special education teachers will not be required to substitute in regular education classes unless it does not interfere with their legal time or service requirements (IEP preparation) for the students. Daily substitute pay will be distributed equally to those teachers who accommodate any students from a class without a substitute teacher for an entire day. (Example: 3 teachers who take 1/3 of the students from one classroom for an entire day will each receive 1/3 the daily substitute pay for that day.) Teachers accommodating extra students for half a day will be given equal portions of half day substitute pay.

Members shall be compensated at the approved hourly rate for any loss of planning time resulting from attendance at more than one (1) IEP, Special Education, or student-focused meeting, called by the district, per week.

Section D: Compensation for Additional Teaching Periods

If a secondary teacher teaches more than the normal teaching periods for a period of at least twenty (20) consecutive teaching days, they shall receive additional compensation prorated to one-seventh (if in a seven (7) period day) or one-sixth (if in a six (6) period day) of the teacher's per diem salary (excluding pay for extracurricular activities) during such period, for each day counted as a student day. The acceptance of more than the normal number of teaching periods will be voluntary.

Section E: Distribution of Elementary Students and Class Size Maximums

The Board agrees that, with the following exceptions, it will schedule sizes of sections within each elementary grade before the end of the first month of the school year to vary not more than three in number from the size of the average section in each grade. Exceptions:

1. The Superintendent may schedule sections of disproportionate size when, in the Superintendent's opinion, the educational needs of the school system demand.

2. The Superintendent may schedule sections of disproportionate size when the teacher whose class will exceed the maximum permitted above and the Association consent.

3. The Superintendent may schedule sections of disproportionate size if a paraprofessional is hired to assist the teacher whose class size will exceed the maximum permitted above.

After the end of the first month of school, the Board shall attempt to maintain such balance.

Section F: Teacher Absence Protocols and Instructional Continuity

Recognizing the fact that a classroom teacher may unexpectedly be absent for one or more consecutive days, it is therefore understood and agreed that each classroom teacher is expected to have on hand in the teacher's room, lesson plans on a week-to-week basis, together with class rosters and any other information which will help the substitute teacher carry out the regular teacher's assignment efficiently. Building principals may require that teachers keep a substitute folder that includes current class lists, seating charts, classroom rules, and emergency lesson plans, and require teachers to undertake reasonable efforts to communicate lessons and/or assignments to students and parents, by using websites, or other technology that is available.

Section G: Mileage Reimbursement for Multi-Building Assignments

Individuals who are required to travel between buildings due to their professional assignment shall be compensated mileage at the Board approved rate.

The District shall make reasonable efforts to minimize travel obligations for affected employees. The goal shall be to limit traveling employees to no more than two (2) building transitions per workday, except in circumstances where operational needs require additional transitions. In no event shall an employee be assigned more than three (3) building transitions per workday.

Employees assigned to travel between buildings shall be provided a minimum of ten (10) minutes travel time between assignments. If an assignment requires less than fifteen (15)

minutes between transitions, the Superintendent or designee shall communicate the reason for the schedule configuration to the Association.

Traveling employees shall be permitted to leave promptly at the conclusion of the instructional period or duty assignment necessary to arrive at their next assigned location on time. Employees shall communicate with the appropriate administrator or designee when travel results in a temporary deviation from their normal schedule or availability. The administration shall develop and maintain a procedure outlining expectations and processes related to traveling employees leaving assignments for inter-building travel, and such procedure shall be shared with the Association.

The lunch period provided to traveling employees shall be no shorter than the shortest duty-free lunch period provided to other teachers in the District.

The District shall designate reasonable parking accommodations for traveling employees, when available, in proximity to the entrance nearest their assigned instructional area.

Section H: Negotiated School Calendars

Calendars for all years covered by this agreement shall be included in Appendix C of this agreement.

Section I: Emergency School Closings and Schedule Alterations

On days when school is closed due to conditions beyond the control of the Board, teachers need not report for work. On days when the school schedule is altered due to conditions beyond the control of the Board, teachers will remain on duty at the discretion of the Superintendent. A reasonable attempt will be made to adjust the school schedule in order to avoid the loss of state aid due to a reduction of days or hours.

ARTICLE VII - ACADEMIC FREEDOM

Both the employer and the Association are pledged to work together to create and preserve an atmosphere which is free from censorship and artificial restraint, and in which academic freedom for teacher and student is protected.

Teachers shall work within their respective department or grade level to choose appropriate materials and methodology consistent with the educational goals and objectives of the district.

ARTICLE VIII - DEPARTMENT AND GRADE LEVEL CHAIRS

Department and grade level chairs may be appointed by the Superintendent for two-year (2) terms, upon the advice and recommendations of the principals after consultation with the teachers in the department, subject to a successful performance evaluation at the conclusion of the first year. The chairs, in addition to their teaching responsibilities, are required to coordinate programs and materials and serve as instructional liaison between teachers of the department and school administration. The chairs will meet with their principal to assist in preparing budget priorities, agendas for meetings, and the selection of materials and tools with the aim of upgrading the educational process. Department and grade level chairs will serve on the District Curriculum Council/School Improvement Committee and attend meetings of the Curriculum Council/School Improvement Committee.

Chairs will be required as part of their regular duties to hold a minimum of six (6) departmental meetings during each school year. Grade or department chairs may also submit minutes from Professional Learning Community (PLC) meetings, composed of teachers from the same grade level or departments to be counted towards required meeting minutes. Copies of the minutes of each meeting are to be filed with the principal in whatever number of copies they may request. Department and grade level chairs shall not be considered to be supervisory employees, but may be assigned some supervisory duties.

ARTICLE IX - VACANCIES

The following provisions shall apply to the filling of vacancies in a position:

Section A: Vacancies and Reduction/Recall

1. *Vacancy Defined:* A vacancy shall be defined as a regular teaching position that will be, or is anticipated to be, unoccupied for more than one (1) semester, due to the resignation, termination, or death of a bargaining unit member and which the Board intends to fill. Approved paid leaves of absence shall not constitute a vacancy under this section.

2. *Notification (Posting) of Vacancies and Application:* Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the personnel office.

Section B: Transfers

1. **Definition of Transfer:** A "transfer" shall be defined as either a voluntary or involuntary change in a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit;

   Transfer awarding of vacancies shall be first governed by the language in Article ~~X~~ IX pertaining to vacancies. Other transfers will be governed by this Section.

2. **Voluntary Transfers:** A request for a transfer to any vacant position may be made at any time in writing to the Central Office with a copy to the Association and the building administrator. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer may be granted according to the contract language pertaining to the filling of vacancies. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

3. **Involuntary Transfers:** Whenever possible, involuntary transfers or changes in teaching assignments shall be made at natural breaks in the school calendar, such as semester or term breaks, or vacations. Except in cases of unforeseen circumstances or circumstances beyond the control of the Board, in no event shall an unrequested transfer of assignment become effective unless the teacher has received notice

twenty-one (21) calendar days prior to the effective date of the new assignment, unless mutually agreed to effectuate the change earlier.

Section C: Reduction and Recall

All personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as, for hiring after such reductions/position eliminations or recall to vacant positions. The District shall not utilize length of service as the sole factor in personnel decisions. Length of service or tenure status may only be considered by the administration when all other factors, as listed below, are considered equal amongst the potentially affected teachers.

This article shall not operate or be applied to retain or recall a teacher whose most recent performance evaluation contains an overall rating of minimally “effective” or “ineffective”, or “needing support” in preference to any properly certified and qualified teacher with a higher effectiveness rating as reflected in that teacher’s most recent three-year average performance evaluation under the District's performance evaluation system if available. This article also shall not operate or be applied to retain or recall a probationary teacher who has received a rating of either “minimally effective” or “ineffective” in preference to any properly certified and qualified teacher with a higher effectiveness rating. A probationary teacher who is rated as “effective” or, prior to July 1, 2024, as “highly effective” on the most recent annual performance evaluation is not subject to displacement under this policy by a tenured teacher solely because the other teacher has attained tenure under the Teachers’ Tenure Act.

The effectiveness of teachers as measured under the District's performance evaluation system developed under Section 1249 of the School Code or as otherwise collectively bargained must be used as a factor for personnel decisions.

The following shall also be used for personnel decisions made under this policy:

1. The teacher's length of service in a grade level or subject area.
2. The teacher's disciplinary record.
3. Relevant special training. This factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training into instruction in a meaningful way.
4. Evidence of student growth, which may be a factor in assessing an employee’s individual performance.
5. The teacher’s demonstrated pedagogical skills, including at least a special determination concerning the teacher’s knowledge of the teacher's subject area and the ability to impart that knowledge through planning, delivering rigorous content,

checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

6. The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.

7. A pattern of the teacher's attendance record at the District over the previous three years of employment.

8. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in the teacher's peer group and having demonstrated a record of exceptional performance.

ARTICLE X - SENIORITY

Section A: Seniority Provisions

For purposes of this article, seniority shall be determined by the number of years of experience in the Brandywine Community Schools, dating from the most recent date of employment, under a contract in a bargaining unit position. The following specifications are recognized:

1. Positions which existed in substantially equivalent form prior to the first Master Agreement and which are classified as bargaining unit positions in the current Master Agreement shall be considered to fall within the definition of "bargaining unit position" for purposes of seniority accrual.

2. Persons promoted from a bargaining unit position to an administrative position shall retain the years of seniority accrued while employed in a bargaining unit position.

3. Persons on Article ~~12~~ XI leaves of absence will not accrue seniority time. However, seniority accrued prior to such leave of absence or layoff shall be maintained.

4. Standards of educational certification, qualifications, satisfactory performance, ability, and background will be determined by the Board.

5. By October 1 of each year, the District will provide the Association with an updated seniority list of bargaining unit members. Said seniority list shall include the following information:

    d. Employee name

    e. Most recent date of hire

    f. Seniority exceptions

    g. Certification

Challenges or revisions to the list must be filed by November 1 of that same year; otherwise, the seniority list will be considered final for that school year.

Section B: Board Rights in Program Creation and Elimination

The Board shall have the right to select which program(s) shall be created, preserved, or eliminated.

ARTICLE XI -ABSENCE WITHOUT LOSS OF PAY

Section A: Sick Leave Accrual, Usage, and Transfer Policy

At the beginning of each school year each full-time teacher shall be credited with a twelve (12) day sick leave allowance to be used for absence caused by illness or physical disability of the teacher. One (1) day per month worked (September-June), with two additional days granted by the District at the beginning of the year. Leave will be pro-rated for less than a full year worked, plus the additional two (2). If on a leave of absence, the days will be credited upon the teachers return to work. Unused portions of said leave shall accumulate from year to year, and shall be used in not less than One Seventh (1/7) day increments. Sick leave allowance may also be used for illness in the teacher's immediate family. Immediate family shall mean spouse or partner, children, and parents for which the teacher has primary responsibility. A teacher, at the discretion of the Superintendent, may be required to provide documentation that the teacher has primary responsibility for the teacher's parent. The unused portion of such allowance shall accumulate from year to year without limit. For purposes of this Section, "step" and other relatives residing in the same household and for which the teacher has primary responsibility will have the same consideration as any other relative listed. Newly hired teachers (non-retired) coming from other school districts may be allowed to transfer up to (8) sick days accumulated from their previous district to be used in addition to days granted at Brandywine. Before these transferred days are granted, documentation of at least the equivalent number of days accumulated at their previous district will be required. Abuse of sick and/or business leave days as defined and regulated in this section shall be just cause for disciplinary action.

Section B: Maternity, Paternity, and Adoption Leave Benefits

Full-time teachers, subject to the provisions set forth in this Article, shall be eligible to receive paid sick leaves from, and to the extent of, their unused accumulated paid sick leave credits when it is necessary for them to be absent from duty due to an illness, injury or other disability which is non-compensable under the Michigan Workmen's Compensation Act.

Teachers who give birth shall be given up to five (5) additional sick days towards their maternity leave if the birth occurs during the contractual year. The additional sick day(s) granted will begin being deducted on the first contractual day(s) contiguous to the birth. Extra days granted are only to be used on days including and immediately following the birth. Once the additional granted days have been used, then any further sick time will be deducted from the previously unused accumulated sick leave credits. Teachers on maternity leave shall receive up to 12 consecutive weeks of FMLA leave. FMLA leave shall be contiguous to the birth, and run concurrently with their paid sick leave

A teacher whose spouse or partner has given birth, or a teacher who has adopted a child may be granted up to two (2) additional sick days, upon superintendent's approval, if the birth or adoption occurs during the contractual year. The teacher shall be eligible to take up to a total of ten (10) days, which are contiguous to the birth or adoption, of paid sick leave from their unused accumulated paid sick leave credits, and would include the additional days granted. Teachers using leave for the purpose of adoption shall be subject to the provisions of FMLA.

Section C: Medical Certification and Fitness for Duty Requirements

The Board reserves the right to require a physician's statement to support the necessity for such absences and/or to certify that the teacher is physically able to return to duty at the conclusion of such illness or disability.

Section D: Bereavement Leave and Funeral Attendance

Necessary time off with pay, but not to exceed five (5) days which shall not be deducted from a teacher's accumulated, unused paid sick leave will be allowed for each death in the teacher's immediate family. The five (5) paid bereavement days per occurrence can be used anytime within two (2) weeks of the loss, or used otherwise within the current school year at the discretion of the Superintendent. This allowance may be extended in duration or for the death of other significant persons at the discretion of the Superintendent. For purposes of this Section D "Immediate family" means current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, or any other member of the family who lives in the home of the teacher.

One (1) day of leave per occurrence may be granted to attend the funeral of a former spouse or the relative of a former spouse. Said day shall be deducted from sick leave.

For purposes of this Section, "step" relatives will have the same consideration as "immediate family" as listed above.

When completing the required leave form, the relationship to the employee must be identified.

Section E: Personal Business Leave Policy and Procedures

Subject to the following provisions, teachers will be permitted to take personal business leave each year. Two (2) days of paid sick leave each year shall be authorized from a teacher's accumulated sick leave for personal business leave. These two (2) days per year, if not used, will accumulate to a maximum of five (5) personal business leave days in a teacher's accumulated sick leave.

1. Personal business days shall only be for personal business which cannot be scheduled outside of school hours.

2. Such personal business days shall be deducted from the teacher's unused paid sick leave days. If the teacher has no unused paid sick leave days, there shall be no allowance for additional personal business leave days.

3. Except in unusual circumstances, personal business leave days shall not be used on the last teacher duty day prior to or the first teacher duty day following a holiday or vacation period, or the last week of each semester. However, the District and

Association may collaborate and agree upon a system (e.g. lottery) for teachers to attain approval to be granted personal days before or after scheduled holiday or vacation periods. Personal days granted within the parameters of this agreed upon system shall not be used in conjunction with any banked personal days.

4. Teachers shall submit a written request at least five (5) days prior to taking personal business days and receive written approval from the central office in advance of any personal business leave days. Time limits specified herein may be adjusted due to emergencies.

    a. Absence of advance written approval shall relieve the school district of any responsibility for payment to the teacher.

    b. In an emergency condition, a personal or telephone request may be granted, subject to written verification and documentation no later than the next date on which the teacher appears for work or no later than two (2) regularly scheduled teacher duty days, whichever comes first.

    c. An "emergency" shall be defined as an unforeseen or unforeseeable event.

5. At the teacher's option, and except for personal business days specified in paragraph (b) above, the reason for making request for personal business leave may not be required in the requisition and approval process. However, this does not absolve the teacher of any responsibility for using personal business leave days in compliance with provisions stated above.

6. Abuse of personal business leave days as defined and regulated in this section shall be just cause for disciplinary action.

Section F: Sick Leave Payout Upon Retirement

There shall be no compensation for unused sick leave when teachers resign or when their services are terminated, except for the following:

Teachers who meet all of the following requirements shall be paid $55 per unused sick day up to a maximum of 140 days.

- Must retire under the provisions of the Michigan Public Schools Employee Retirement System
- Must notify the district by March 1 of their retirement at the end of the school year

At the end of each school year, members may opt to sell back up to eight (8) unused sick days to the District at a rate of $55 per day. The total accrued days sold back under this provision are ineligible to be drawn from the sick bank in the future.

Section G: Proration of Leave Benefits for Part-Time and Partial-Year Employees

The benefits provided for in this Article shall be prorated for part-time teachers and full-time teachers hired for less than a full school year.

Section H: Sick Bank

The purpose of the Sick Bank is to provide additional days for extraordinary circumstances of its members. Extraordinary circumstances are defined as those illnesses or disabilities of more than three (3) days duration. Teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common bank for illnesses or disabilities, provided that there are sufficient days in the bank, and provided that no teacher may use more than sixty (60) days per incident, and sixty (60) days per school year. The Association will, within five (5) school days, notify the business office of each withdrawal from the bank. The Association shall provide the District with the number of days remaining in the sick bank and the teachers participating in the sick bank by the Friday after Fall Count Day. The bank shall be administered in accordance with the guidelines outlined below. Said guidelines may be amended by the Association with prior approval of the Superintendent.

Requirements for Membership

1. Any teacher wishing to join the Sick Bank will sign the Application for Continuous Membership. To participate in the sink bank for the current school year, applications must be received by the Sick Bank Committee no later than the end of the Fall Count Day. The Application for Continuous Membership will remain in effect from year to year until the teacher withdraws in writing or is no longer employed by the district.

2. For the first year of membership, teachers will contribute one (1) of the foregoing sick leave allowance to a common bank to be administered by the Association. First year membership allows for access to half of the sixty day leave total, not to exceed 30 days per incident or 30 days per year.

3. For the second year of sick bank membership, teachers will contribute one (1) more of the foregoing sick leave allowance to a common bank to be administered by the Association. The second year, and all subsequent years of membership, allows for access to the sixty (60) days per incident and sixty (60) days per school year.

4. In the event of an emergency, if a person is unable to complete a membership application, a special meeting of the Sick Bank Committee may approve a late membership.

5. Any teacher hired during the second semester of the school year will be required to donate one (1) day to the Sick Bank within two (2) weeks of their first contractual day to be able to access the thirty (30) days eligible to them in their first year of the Sick Bank. They will then be eligible to contribute another one (1) day by the end of Fall Count Day of the next school year, for their second year membership and access to all sixty (60) days per incident and per year.

Administration

1. A committee, comprised of four (4) volunteer BDEA members in good standing and one (1) chairperson appointed by the Executive Board of the BDEA, has the following responsibilities:

    a. the acceptance of the Application for Continuous Membership forms;

    b. the regulations governing withdrawals;

c. the notification of said withdrawals to the Business Office.

2. The Superintendent will serve as an advising member of the committee.

3. Decisions regarding requests for withdrawals of days from the Sick Bank will be made by a majority (3) of the members of the Sick Bank Committee within two (2) school days of the receipt by the committee of the Request for Sick Bank Withdrawal form.

    a. It is the individual teacher's responsibility to see that the proper written form is received by the Sick Bank Committee within the allotted time.

    b. Every member will receive one Request for Sick Bank Withdrawal form attached to the Sick Bank Rules. Withdraw forms will also be available from the Building Sick Bank Representatives or BDEA Building Representatives.

    c. Withdrawal forms are not available at the Superintendent's Office nor will they be processed if turned in to the Superintendent's Office.

4. All denials of requests for Sick Bank withdrawals may be appealed to the Executive Board of the BDEA at the subsequent regularly scheduled BDEA meeting. Said meetings are scheduled on the last Monday of every month.

Regulations for Withdrawals of Sick Days

1. A teacher enrolled in the Sick Bank will not be covered by the bank until their own accumulated sick leave has been exhausted.

2. All requests for withdrawal will be filled out on the proper form and given to a member of the Sick Bank Committee.

3. A teacher withdrawing days from the Sick Bank must submit to the Committee at the time of the request a written medical report indicating the necessity of each withdrawal. Said statement must include a medical reason stating reason for absence.

4. Requests for Sick Bank Withdrawal forms (written) must be received within 24 hours of the initial absence requiring Sick Bank days except in the case of a medical emergency which must be subsequently documented. Medical emergencies might allow for a digital copy of the Sick Bank Withdrawal form to be accepted by the committee, per committee's discretion.

5. Initial requests for days will not be granted for less than three (3) nor more than ten (10) consecutive days per request.

6. No teacher may use more than sixty (60) days per incident and sixty (60) days per year. Requests for Sick Bank Withdrawal forms must be submitted at ten (10) day intervals with each request accompanied by a doctor's statement. Said statement must include a medical reason for the absence.

7. Any teacher returning to work before exhausting the allotted sick days must notify the sick bank committee the day of return so that the days not used may be reclaimed by the bank.

8. Pregnancy-related disabilities are covered by the Sick Bank if documented by the attending physician but maternity leave is not covered by the Sick Bank.

9. Elective surgery (surgery which can be performed during vacation periods) will not be covered by the Sick Bank.

10. Injuries covered by Workman's Compensation do not qualify for Sick Bank withdrawals.

11. In the event that a teacher is unable to complete the request forms themselves due to being medically incapacitated, the BDEA Sick Bank Committee may accept forms filled out by a power of attorney, the member's Building Representative, or other persons per the discretion of the committee.

12. If the foregoing regulations are not adhered to, the request for withdrawal will automatically be denied.

Miscellaneous

1. A person choosing to no longer participate in the Sick Bank will not be able to withdraw the previously contributed days.

2. Members of the Sick Bank who are retiring at the end of the year, with notification being received by the district by March 1, may donate any remaining days to the Sick Bank; including those beyond the number available for buyout.

3. Members of the Sick Bank who are retiring at the end of the year, without notification being received by the district by March 1 , will have half of their remaining accumulated sick leave allowance put into the Sick Bank upon the last day of their contract.

4. Contributing members who are not retiring can donate additional days at any time of the year if they so choose.

5. By the date that school resumes from Winter Break in January, if the balance of the sick bank for the remainder of the year is below 10 days total, each contributing member will be required to contribute one half (½) day to the sick bank to increase the available sick time in the bank. Members will be notified by email of this no later than 1 (one) week before the half (½) day is withdrawn and added to the bank. This additional half (½) day contribution could happen any year, even in the first full year when contributions were made.

6. Membership to the Sick Bank is not contingent on membership to the local BDEA.

ARTICLE XII - LEAVES OF ABSENCE

Leaves of absence referred to in this Article, unless otherwise specified, shall be without pay, experience credit, and fringe benefits.

Section A: Unpaid Illness or Disability Leave

A teacher who is unable to teach because of personal illness or disability as certified by a medical doctor shall, upon written request, be granted a leave of absence without pay for the duration of such illness or disability for a period not to extend beyond the then current school year. Renewals of such leaves for periods not to exceed one additional school year are

at the discretion of the Board and will be considered only upon written request of the affected teacher.

Section B: Professional Service and Educational Exchange Leave

A leave of absence of up to one (1) year without pay may be granted to any tenure teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs, the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his teaching responsibilities, provided said teacher gives assurances in writing of the teacher's intention to return to the school system. Such leave may be extended at the discretion of the Board, provided a written request for such extension is received by the Board at least two (2) months prior to the expiration of the initial leave.

Upon return from such leave, the activity engaged in shall be evaluated by an evaluation committee composed of the teacher's building principal, department chair, and a representative of the Association who will recommend to the Superintendent whether such activity, in whole or in part, should be considered as the equivalent of time taught in the district.

Section C: Sabbatical

A leave of absence of up to one (1) year without pay may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to the teacher's teaching responsibilities.

Section D: Jury Duty

A teacher who is summoned and reports for jury duty, as prescribed by applicable law, for each day upon which they perform jury duty and on which they otherwise would have been scheduled to teach, shall be paid the difference between what they received from the Court as daily jury duty fees and what they would have earned from the teacher's employment by the district on such day. In order to receive the payment above referred to, the teacher must give the administration prior written notice that they have been summoned for jury duty and must furnish documentary evidence that they performed such duty on the day for which they claim such payment, and produce documentary evidence as to the amount they were paid by the Court for such jury duty.

Section E: Family and Medical Leave Act (FMLA)

Pursuant to the Family and Medical Leave Act of 1993, as amended, the employer shall abide by the provisions of the act and shall provide leave for the following situations:

1. Birth, adoption, or foster care placement of an employee's child
2. Serious health condition of an employee's spouse, child, or parent
3. The employee's own serious health condition.

Leave for such situations shall be granted in accordance with the provisions of the Act.

The Family Medical Leave is a total of 12 weeks for the 12 months ending one year from the start of the leave. An employee requesting leave under the Act must do so as soon as practicable.

This Family and Medical Leave section is not intended to interfere with the use of any other leave provision in this Agreement. Sick leave shall run concurrently with FMLA leave as allowed by law.

Section F: Leave Request Submissions

Requests for leaves of absence specified in Sections B and C of this Article must be submitted in writing to the Superintendent at least forty-five (45) days prior to the start of the anticipated leave. The forty-five (45) days' notice for a request for leave of absence may be waived by the administration. Each request for such leave shall be considered by the Board, which shall either approve or disapprove such requests.

Section G: Board Considerations and Leave Restrictions

The Board or its designee will consider individual requests for unpaid leave of absence for reasons not otherwise addressed in this or other articles. Such requests shall be submitted in written form to the Superintendent no less than forty-five (45) days prior to the start of requested leave of absence. Consideration of such requests shall be on an individual basis. Considerations and subsequent decisions made by the Board of Education shall not become subject to precedent or past practice considerations.

1. Leaves of absence requested under this section shall extend no longer than one (1) academic year.

2. Such leaves of absence must terminate on the date immediately prior to the first regular teacher duty day of an academic semester.

Section H: Education-Related Leave and Seniority Accrual

Any bargaining unit member elected or appointed to a full-time position in an education related organization will be granted, upon request, an unpaid leave of up to one year in duration without fringe benefits. The member will continue to accrue seniority within the bargaining unit during this leave. Upon application such shall be renewed.

Section I: Returning from Leave

A teacher on a leave of absence shall notify the Board, in writing, ninety (90) days prior to the anticipated resumption of the teacher's duties. In cases of intent to return in September the teacher shall send notification by the preceding March 15.

ARTICLE XIII - STUDENT AND STAFF DISCIPLINE AND PROTECTION

Section A: Student Discipline

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of school policies.

1. The Board recognizes its responsibility to give assistance to teachers, with respect to the maintenance of control and discipline in the classroom within the confines of School policies. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by the team shall be reasonable and just, and in accordance with Board policy. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, may need the particular assistance of skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupts good classroom operations.

2. A teacher is authorized to immediately remove and suspend a student from a class, subject, or activity for up to one day when the student's behavior interferes with the teacher's ability to effectively teach or manage a class subject, or activity. Required form is available on the district website (Brandywine Community Schools' Board Policy 5610 and Revised Code amended 1999; MCLA 380.1309 and PA 15 of 2018).

3. Any case of physical assault upon a teacher shall be promptly reported to the principal. In any case of physical assault upon a teacher while performing the teacher's duties, the Board and the Association will render all reasonable assistance to the teacher which may include legal counsel.

4. The Board will reimburse teachers for any loss of clothing or personal property, less depreciation, or repair such damaged personal property, not covered by insurance, when caused through physical assault while on duty.

Section B: Staff Discipline

A teacher may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. In all instances, discipline, discharge, and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

The administrator/Superintendent shall conduct an investigation of any alleged act or omission by a teacher that could result in disciplinary action. The teacher shall be provided with oral or written notice of the issue or incident being investigated.

The investigation shall include, at a minimum, interviews of appropriate persons and a meeting with the subject teacher and, if requested or if required by the bargaining agreement, the teacher's designated representative (either another employee or a union representative if part of a bargaining unit) to allow the teacher an opportunity to respond to the complaint. Prior notice of this meeting shall be provided to the teacher for any discipline that may result in a suspension or loss of pay. The meeting shall not proceed without the teacher's designated representative; however, the meeting shall not be unduly delayed to secure the attendance of the teacher's preferred representative. The District may substitute another representative from the union to timely process the investigation.

After completion of the investigation, if discipline is to be imposed, the teacher shall receive written notice of the discipline and this notice shall also be placed in the teacher's file, with the understanding that any written warning will only enter into a teacher's file when it is attached to a subsequent written reprimand regarding a similar type of offense.

Discipline may include, but is not limited to:

1. written warning;
2. written reprimand;
3. suspension (paid or unpaid);
4. discharge;
5. financial penalty in accordance with Michigan law.

The District does not have to apply discipline in a progressive manner, but, rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

If it appears that disciplinary action beyond written reprimand may be necessary, the administrator should contact the Superintendent to discuss the disciplinary action that is to be taken.

Any disciplinary action that is not subject to Board review, as described below, may be submitted to the Superintendent for review within five (5) work days of the teacher's receipt of the written confirmation. The Superintendent is not required to conduct an independent investigation. The Superintendent shall meet with the administrator who issued the discipline and with the teacher and the teacher's designated representative, if requested. The Superintendent may affirm, revise, or reject any disciplinary action taken against a teacher and the Superintendent's decision is final.

The administrator's decision to impose any disciplinary action that is not subject to Board review, as described below, is final. The following disciplinary actions may only be imposed by the Board in adherence with the requirements of the Teacher Tenure Act:

1. discharge of a tenured or probationary teacher;
2. demotion of a tenured teacher (which includes suspension for fifteen (15) or more consecutive days without pay or a reduction in compensation by more than the equivalent of thirty (30) days compensation in one (1) school year);
3. non-renewal of a probationary teacher.

Section C: Personnel Records

1. A teacher shall have the right to review the teacher’s personnel record pursuant to the provision of the Bullard-Plawecki Employee Right to Know Act. No material will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation or reply regarding any material and the notation or reply will be attached to the file copy of the material in question. Bullard-Plawecki shall apply to the maintenance review (except there will be no limit to the number of times teachers may review their file) and disclosure of personnel records.

2. When material is placed in a teacher's personnel file the teacher will review and sign such material. The teacher's signature shall be understood to indicate awareness of the material, but shall not be interpreted to mean agreement with its contents.

3. In the event a teacher's personnel record is the subject of a FOIA request, a reasonable attempt will be made to contact the teacher personally and a copy of the request shall be provided to the teacher.

Section D: Staff Protection

In the event of any threat against a teacher, regardless of whether the threat is deemed credible, the named teacher shall be notified by the District within twenty four (24) hours of the District becoming aware of the incident. A named teacher involved in a threat or assault shall be granted up to two (2) days of paid leave that shall not be deducted from their personal sick leave bank if the threat is determined to be a credible threat. Furthermore, the District shall reimburse the named teacher up to $1,000 for documented legal fees directly related to the threat and/or assault.

ARTICLE XIV - TEACHER EVALUATION

Section A: Purpose

The parties agree that it is the duty of the administration to evaluate all teachers according to Federal and State laws. The purpose of the evaluation is to determine the extent to which a teacher is performing their duties.

Section B: Authorized Evaluators

The parties agree that teachers shall be evaluated only by appropriate administrators or staff who are trained in the systems and tools used by the district and not by parents, students, or other unauthorized district employees. Any complaint made to the administration by any parent, student or other person which is considered in evaluating said teacher performance will be called to their attention in writing.

Section C: Evaluation Tool

The District and Association agree to utilize The Thoughtful Classroom Teacher Effectiveness Framework for evaluation of all classroom teachers, or any other tool agreed upon between the Association and District. The tool shall include:

1. specific performance goals identified collaboratively with the teacher and administration to improve their effectiveness in the upcoming school year.

2. an evaluation of the teacher's job performance with timely and constructive feedback.

3. clear approaches to measuring student growth with relevant data on student growth.

4. multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.

5. the use of student growth and assessment data as 20% of the year-end evaluation determination unless otherwise removed or determined by law.

    a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data. At the beginning of the evaluation cycle, teachers will choose no more than two measures from the agreed upon menu that will be used to evaluate their student growth for the year.

    b. The teacher, with the approval of the evaluating administrator, may be allowed to eliminate data attributable to students who are partial year transfers into/out of the teacher's classroom, students who have been absent for more than 25% of the school year, or who have other anomalous circumstances that warrant eliminating that data.

    c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

    d. If a teacher's growth data places them in the "developing" or "needing support" category, they may request to utilize an average of the past three (3) years of local data. The final determination will be at the administrator's discretion.

Section D: Probationary Teachers

Within thirty (30) calendar days after the first observation in any year, each probationary teacher shall be provided with an Individualized Development Plan (IDP). The IDP shall be given to and discussed with the probationary teacher at a conference called by the evaluator for that purpose.

Section E: Conducting Evaluations

Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

1. Whenever possible, the observation shall be long enough for the observing administrator to see adequate dimensions of teaching for a thorough evaluation of the teacher. Any observation used as a formal observation that is less than fifteen (15) minutes shall not be valid as part of the final evaluation.

2. Written feedback from each observation shall be provided within thirty (30) calendar days.

Section F: Notice of Classroom Observations

There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Administrators may inform teachers ahead of time regarding the unscheduled observation, but will not be required.

Section G: Components and Timelines of the Evaluation Cycle

An evaluation cycle shall be defined as including at least the following: work site observation(s), year end student data, and a final written evaluation. All observation and monitoring of the work performance of the teacher shall be conducted openly and with full

knowledge of the teacher. For teachers requiring an annual evaluation, there shall be at least two (2) classroom observations in each school year the teacher is evaluated that are conducted at least 60 (sixty) calendar days apart. The first observation should occur within the first semester of each school year, whenever possible.

Section H: Reporting and Review of Out-of-Classroom Behavior

Any unsatisfactory behavior observed outside the classroom setting that will be used in evaluating a teacher shall be reduced to writing and discussed with the teacher in a personal conference no later than ten (10) school days after the unsatisfactory behavior was observed or shared with administration.

Section I: Post-Observation Meetings for Unsatisfactory Performance

Teachers who have not performed well on either of the classroom observation portions of the evaluation cycle shall be given a post-observation meeting that shall be held no later than ten (10) school days after the observation occurred. At the post-observation meeting, the teacher will be provided feedback related to the observation.

Section J: Extended Evaluation Cycles for Highly Effective and Effective Teachers

If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they may be evaluated on either a biennial or triennial evaluation cycle. As long as subsequent evaluations remain “effective,” the teacher may remain on this evaluation cycle.

Section K: Individual Development Plan (IDP) Requirements and Support

In addition to the above procedures, any teacher requiring an IDP shall be provided the following:

1. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

2. training to be provided by the district to assist the teacher in meeting the goals of the IDP.

3. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with procedures described in this Article and completed no later than the end of February that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

Section L: Right to Submit Evaluation Rebuttals

All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

Section M: Appeals and Mediation Process for "Needs Support" Ratings

A tenured teacher may request a review of the evaluation and a “needs support” rating to the Superintendent or chief administrator. This request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating. A written response must

be provided to the teacher who requested the review not later than thirty (30) calendar days after receipt of the request for a review. If the written response does not resolve the matter, the teacher or a bargaining unit representative may request mediation. The request must be filed within thirty (30) calendar days of receipt of district response.

Section N: Criteria and Placement for "Unevaluated" Designation

A teacher must not be assigned an evaluation rating and must be designated as unevaluated for a school year if any of the following apply to the teacher:

1. The teacher worked less than 60 days in that school year.
2. The teacher's evaluation results were vacated through the grievance procedure.
3. There are extenuating circumstances and the teacher and the school District agree to designate the teacher as unevaluated because of the extenuating circumstances.

If a teacher receives an unevaluated designation, the teacher's rating from the school year immediately before that designation must be used for consecutive purposes under this section.

ARTICLE XV - TEACHER GROWTH AND IMPROVEMENT

Section A: Professional Development and Continuing Training

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in their area of specialization, and participation in community educational projects. Leave of absence for advanced work on degrees will continue to be encouraged.

Section B: Discretionary Professional Leave and Conference Attendance

At the discretion of the administration:

1. Teachers may be permitted to attend conferences and workshops.
2. Teachers may be allowed days for professional visitation in their specific teaching areas. A brief written summary is to be allowed to the building principal and Superintendent. Teachers participating in professional visitation shall not exceed two (2) persons per department per day. Participants in such programs may be recommended by the principal and approved by the Superintendent.
3. A teacher on an IDP may be allowed, at the discretion of the administrator, to attend a conference directly related to the teacher’s goals, at the expense of the district.

Section C: Tuition Reimbursement for High-Need Endorsements/Certifications

The District shall reimburse up to $1,500 per year toward the cost of tuition/program fees for employees pursuing an endorsement and/or certification in an area identified by the District as a high-need area. Determination of high-need areas shall be made solely at the discretion

of the Superintendent and may be updated periodically based on staffing and instructional needs.

Reimbursement shall be made upon the employee's submission of:

1. Proof of successful completion of the course(s)/program,

2. An official transcript from the accredited institution, and

3. Verification of payment for tuition/program costs.

As a condition of receiving this reimbursement, the employee agrees to remain employed with the District for a period of no less than five (5) full school years following the completion of the approved endorsement or certification program. If the employee voluntarily resigns, is terminated for reasons that are not arbitrary and capricious, or otherwise willingly separates from the District prior to fulfilling this five-year commitment, the employee shall be responsible for reimbursing the District the full amount of tuition reimbursement received under this provision.

Reimbursement to the District may be collected through payroll deduction or any other lawful means deemed necessary by the District. The employee shall be required to sign a tuition reimbursement commitment agreement acknowledging this obligation prior to receiving any tuition reimbursement under this provision.

ARTICLE XVI -ADVANCED DEGREE QUALIFICATIONS, CREDENTIALING STATUS, AND TUITION REIMBURSEMENT

Section A: Accredited Institution Requirement

Only degrees earned through an accredited institution of higher education shall be eligible for consideration for salary schedule advancement under this Agreement.

Section B: Advancement on Salary Schedule

Teachers who earn a master's degree prior to September 1 of any year will be paid on that schedule for the full school year. If the master's degree is obtained after September 1 but prior to the beginning of the second semester, the teacher will be placed on the higher schedule for the second semester of the school year.

It is understood and agreed that only those degrees or vocational endorsements which can reasonably be expected to contribute to effectiveness in the teacher's position in the field of education and are acceptable to the Superintendent, will be counted for salary purposes.

Section C: Pre-Approval Requirement

In order for a teacher to qualify for movement from the BA salary schedule to the MA salary schedule, or for movement to any higher advanced degree classification, the employee

must obtain written pre-approval from the Superintendent prior to beginning the degree program.

Provided the employee successfully completes the approved program, the employee shall be eligible for movement on the salary schedule in accordance with this Article and the salary schedule provisions of this Agreement.

Section D: Employees Currently Enrolled in a Program

Any employee actively enrolled in a master's degree or advanced degree program at the time of ratification of this Agreement shall have three (3) months from the date of ratification to submit a request for approval to the Superintendent.

Section E: Newly Hired Employees

Any employee newly hired by the District who is enrolled in or pursuing a master's degree or advanced degree program shall submit a request for approval to the Superintendent within three (3) months of beginning employment with the District.

Any newly hired employee who already possesses a master's degree or higher degree and is placed on the MA schedule or higher at the time of hire shall retain that placement upon employment with Brandywine Community Schools.

Section F: Relevance Due to Assignment Change

If an advanced degree that was not previously approved becomes reasonably related or relevant to a teacher's new assignment or position, the employee may submit a request to the Superintendent for salary schedule movement within three (3) months of the new assignment.

Section G: Superintendent Decision and Appeals Process

The Superintendent shall provide the employee with a written decision regarding approval or denial of the request. If the Superintendent denies the request, the employee may appeal the decision. The appeal shall be heard jointly by the Superintendent and the Association President within three (3) months of the denial. Following the appeal meeting, the Superintendent shall issue a final written determination.

Section H: Tuition Reimbursement

Provided the employee receives prior written approval from the Superintendent and successfully completes the approved degree program, the District shall reimburse the employee up to Five Thousand Dollars ($5,000) toward tuition and related educational expenses. The District and employee may establish procedures and documentation requirements for reimbursement eligibility and payment.

Section I: Repayment Obligation

Any employee who receives tuition reimbursement under this Article and voluntarily leaves employment with the District, or is terminated for reasons that are not arbitrary or

capricious, within five (5) years of receiving reimbursement, shall repay the District the full amount of reimbursement received.

Repayment terms and payroll deduction procedures, if applicable, may be established by separate agreement or District procedure.

ARTICLE XVII -MENTOR TEACHERS

Section A: Mentor Teacher Identification and Duties

Mentor Teachers shall be individuals as identified in Section 1526 of P.A. 335 of 1993 and shall perform the duties of a Master Teacher as specified in the code. The Mentor Teacher shall preferably be a member of the bargaining unit.

Section B: Mentor Teacher Assignment Guidelines

A Mentor Teacher shall be assigned in accordance with the following:

1. The Mentor Teacher shall preferably be a tenured member of the bargaining unit.
2. Participation as a Mentor Teacher shall be voluntary.
3. Every effort will be made to match Mentor Teachers and probationary teachers who work in the same building and have the same area of certification.
4. In the event that a suitable Mentor Teacher is not available within the bargaining unit, the District reserves the right to contract with an external mentor. Bargaining unit members shall be offered the opportunity to serve as mentors before any external assignment is made.
5. The Mentor Teacher assignment shall be for one (1) school year subject to periodic review by the Mentor Teacher, probationary teacher, and the administration. The appointment may be renewed in succeeding years.

Section C: Confidentiality and Separation of Mentoring from Evaluation

Because the purpose of the Mentor Teacher is to help acclimate the new bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree:

1. The relationship shall not, in any fashion, be a matter included in the evaluation of either teacher.
2. Neither the Mentor Teacher nor the probationary teacher shall be permitted to participate in any matter related to the evaluation or supervision of the other.
3. Neither the Mentor Teacher nor the probationary teacher shall be called as a witness in any grievance or administrative hearing involving the other in any matter arising from the mentoring relationship.

Section D: Scheduling and Alignment of Mentor Preparation Periods

Whenever possible, the Mentor Teacher and the probationary teacher shall be assigned the same preparation time.

Section E: Mentor Teacher Compensation and Requirements

Mentor Teachers shall be compensated for the extra responsibilities at the rate of $350 per year, per certified mentee assigned, or $550 per year, per non-certified mentee assigned. Compensation shall be calculated on a pro-rata basis for an assignment of less than 90% of the school year.

Retired educators who serve as Mentor Teachers shall be compensated at a rate of $35 per hour, or the above rate, whichever is greater. Said hours must receive prior written approval from the Superintendent or designee. In cases where the mentoring assignment involves a special education teacher, prior written approval from the Director of Special Education shall also be required.

In order to qualify for the compensation listed above, the Mentor Teacher must do the following:

1. Meet with the Mentee at least one time per week unless circumstances beyond the control of the Mentor and Mentee prevent the meeting;
2. If Mentor and Mentee have a common planning period, they must meet more frequently than once a week;
3. The Mentor and Mentee shall meet for at least 15 minutes per week.
4. Documentation of meeting dates and length of time shall be maintained and provided to the administration upon request on a log sheet provided by the administration.

Mentor is to receive a copy of Mentee's IDP and work with the Mentee on it (no requirement for Mentor to inform administration of progress).

ARTICLE XVIII -GRIEVANCE PROCEDURE

Section A: Definition of Grievance

A grievance is defined as a claim of a violation of a specific provision or provisions of this agreement. Any grievance filed shall refer to the specific provision or provisions of this agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violation, specific events giving rise to the alleged violation, and the relief requested.

Section B: Non-Grievable Matters

The following matters shall not be subject to any grievance under this Article:

1. Decisions relating to the organization and structure, or reorganization or restructuring of the curriculum or services offered by the School District.
2. The establishment of new jobs or the elimination of current jobs.

3. The failure to re-employ a probationary teacher.

4. The offer or withdrawal of extra duty or extra-curricular assignments from year to year, or the failure to re-employ any teacher into a position on the extra-curricular schedule, or the termination of an extra-curricular assignment prior to the end of the employee's assignment where the termination results from the dropping or discontinuation of the extracurricular activity.

5. Discharge or demotion or any other matter subject to the procedures specified in the Michigan Teachers Tenure Act.

6. All matters reserved to the discretion of the Board under Article 1 of this Agreement.

Section C: Grievance Procedure

Informal Level

When a bargaining unit employee(s) or the Union believe a grievable incident has occurred, the affected bargaining unit employee(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint within fifteen (15) working days after the occurrence of the event upon which it is based. The Union shall be notified and a representative thereof may be present with the bargaining unit employee at such meeting. If the bargaining unit employee is not satisfied with the result(s) of the meeting, they may formalize the complaint.

Formal Level 1

If a complaint is not resolved at the informal level, the complaint may be formalized in writing within five (5) working days of the meeting between the supervisor and the affected bargaining unit employee(s). A copy of the grievance shall be sent to the BDEA and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the BDEA.

Formal Level 2

If the aggrieved teacher(s) desires to appeal the decision of the immediate supervisor at Formal Level 1, the grievance shall be transmitted to the Superintendent as an appeal within seven (7) working days after the receipt of the decision from the immediate supervisor. The Superintendent shall meet with the grievant(s) and the grievant's representative within ten (10) days of receiving the appeal request. The Superintendent shall, within seven (7) working days after the conclusion of the meeting, render a written decision thereon with copies to the BDEA and the grievant(s).

Formal Level 3

If the grievance is not satisfactorily settled at Formal Level 2, the Association may request mediation by the Michigan Employment Relations Commission by giving written notice to the Employer through the Superintendent of its intent to do so within fifteen (15) days following receipt of the Formal Level 2 response. This Mediation step is a required step before Formal Level 4, binding arbitration. Thereafter, representatives of the Employer and the Association shall confer with the mediator assigned to assist in resolving the dispute.

Within fifteen (15) days of the conclusion of this conference, the designated representative of the Employer shall signify in writing the Employer's final response to the grievance.

Formal Level 4

If, at Formal Level 3, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Employer's Formal Level 3 answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Association. The decision of the arbitrator shall be final and binding upon the parties hereto.

Section D: Powers of the Arbitrator

The arbitrator shall be empowered to rule only on the grievance submitted to him or her and may not add to, or delete from, or modify, any of the terms or provisions of this Agreement, or change any of the established wage schedules contained herein. The powers of the arbitrator are subject to the following limitations:

1. The Arbitrator shall have no power to change any decision of the Board or substitute the arbitrator's judgment for that of the Board as to any matter reserved to the sole discretion of the Board.
2. The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure or barred from collective bargaining under PERA.
3. More than one grievance may not be considered by the arbitrator at the same time, except upon the express written mutual consent of the parties, and then only if they are of a similar nature.

Section E: Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, civil rights hearings, Department of Labor hearings, tenure hearings, and the like, in addition to the procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this agreement.

Section F: Consolidation

All teachers who possess adverse claims that will be affected by the outcome of a specific grievance procedure shall submit their cases simultaneously in one proceeding, provided they possess notice of such adverse claims.

Section G: Cost of the Arbitrator

The cost of the arbitrator shall be shared equally between the Employer and the Union in a case of a divided award. The Employer shall bear the cost of the arbitrator if the grievance is sustained. The Union shall bear the cost of the arbitrator if the grievance is denied. Cancellation fees shall be divided equally.

Section H: Access to Files

Pursuant to PERA, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit employee or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

Section I: Time Limits and Procedures

The time limit at any step of the grievance procedure may be extended by written mutual agreement. In the event a grievance is not appealed from one step to the next within the time limits specified, the grievance shall be deemed to have been settled on the basis of the last answer thereto. In the event a grievance is not answered at any step of the grievance procedure within the specified time limit, the grievance shall automatically be advanced to the next step, except that nothing herein contained shall be construed so as to automatically refer a grievance to the arbitration level.

Section J: Grievance Processing During Work Hours

It is agreed by the parties hereto that grievances shall be processed during times which do not interfere with assigned duties. In the event it is mutually agreed by the aggrieved teacher, the Association, and the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure on their own behalf or on behalf of the Association, with any representative of the Board, shall be released from assigned duties, for the period necessary, without loss of salary, or use sick/personal days.

Section K: Group Grievances

If a grievance involves a group or class of teachers under more than one (1) administrator or supervisor, it shall be initiated at the Informal Level, and is to include the superintendent. If the group or class of teachers are not satisfied with the result(s) of the meeting, they may formalize the complaint, to begin at Formal Level 2.

Section L: Expedited Procedure

The grievance procedure may be expedited to a higher step at any time when mutually agreed upon by the Association and the Employer.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

Section A: Controlling Effect of the Collective Bargaining Agreement

Individual contracts between the Board and teachers shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the provision of this Agreement, the provisions hereof shall be controlling.

Section B: Severability and Renegotiation of Invalid Provisions

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this

Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating mutually satisfactory replacements for such provisions.

ARTICLE XX - NO STRIKE/NO LOCKOUT

The Association agrees that during the life of this Agreement neither the Association, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, or strike. The Employer agrees that during the same period there will be no lockouts.

ARTICLE XXI- DURATION

This agreement shall become effective on the 13th day of July, 2026 and shall continue in effect until the 30th day of June, 2029 unless extended by mutual written consent of the parties. No terms of this Agreement shall be altered during the duration, except by the written mutual consent of the parties.
Signed in Niles, Michigan this 13th day of July, 2026.

BRANDYWINE DISTRICT EDUCATION ASSOCIATION MEA/NEA

Ashlyn M Jaeke
_____
President

Mark Hoffman
_____
Negotiator

BRANDYWINE COMMUNITY SCHOOLS

Elissa C. Brown-Singer
_____
Superintendent

Jessica R Crouch
_____
Board President

Amanda Fox
_____
Board Secretary

APPENDIX A- SALARY SCHEDULE

Section A: Reopener Provision

Notwithstanding any other provision of this Agreement, the parties agree that Appendix A: Salary Schedule pertaining to salary schedule amounts and longevity compensation, shall be reopened for negotiations during the second year of this Agreement.

The purpose of the reopener shall be limited exclusively to salary and longevity provisions. All other terms and conditions of this Agreement shall remain in full force and effect and shall not be subject to negotiation under this reopener provision unless mutually agreed to by both parties.

Section B: Salary Schedule Adjustment Based on Annual Audit Results

For each fiscal year covered by this Agreement, the District's annual independent financial audit shall be reviewed following its completion. If the audited General Fund revenues are greater than or equal to the audited General Fund expenditures in the amount of Two Hundred Fifty Thousand Dollars ($250,000), but less than Four Hundred Thousand Dollars ($400,000), Five Hundred Dollars ($500) shall be added to each step of the salary schedule.

If the audited General Fund revenues are greater than or equal to the audited General Fund expenditures in the amount of Four Hundred Thousand Dollars ($400,000), One Thousand Dollars ($1,000) shall be added to each step of the salary schedule.

Any adjustment under this provision shall be applied retroactively to July 1 of the current fiscal year during which the audit was completed and shall be paid to all eligible bargaining unit members in accordance with the adjusted salary schedule.

The salary schedule adjustment provided herein shall become part of the base salary schedule for all subsequent years of this Agreement.

This provision shall apply separately to each of the three (3) years covered by this Agreement, with eligibility determined annually based upon the audited financial results for the applicable fiscal year.

The following salary schedule is based upon teacher work days per the negotiated calendar.

	BA			MA		
Steps	**2026-2027**	**2027-2028**	**2028-2029**	**2026-2027**	**2027-2028**	**2028-2029**
1-5	$46,000	-	-	$48,500	-	-
6-10	$52,000	-	-	$55,500	-	-
11-15	$58,500	-	-	$61,500	-	-
16-20	$64,000	-	-	$68,500	-	-

21-25	$70,000		-		-		$74,500		-		-
26+	$73,000		-		-		$79,000		-		-

The preceding salary schedule reflects the following increases:

- A Two Thousand ($2,000.00) increase has been applied to the first tier, which includes Steps 1 through 5.

- A One Thousand Five Hundred ($1,500.00) increase has been applied to all other tiers, which include Steps 6 and above.

These increases are incorporated into the base salaries shown on the current schedule and are effective for the 2026-2027 school year.

Section C: Salary Steps and Vocational/Clinical Endorsements

1. Effective as of the 13th day of July, 2026 , all teachers served by this Agreement shall be paid in accordance with the preceding salary schedule for a school year consisting of a minimum of the state mandated student attendance hours. If the requirement of student attendance hours as set forth in the school calendar has not been met by the termination dates of the individual contracts, such termination dates shall be extended by the next day or days (excluding Saturdays and Sundays) if necessary to provide student attendance hours as required by law.

2. The salary step table represents teachers' salaries. The table is not based on the teacher's years of service, but the table is influenced.

3. The Association recognizes that because of unusual circumstances, it may be necessary for the district to retain the services of a non-degreed person in a vocational subject or clinical capacity, without a teaching certificate.

   If this is necessary to meet the needs of students and in the event no person within the bargaining unit with proper degrees has the necessary requirements to be vocationally certified or clinically eligible, the person assigned shall become subject to the terms of the referenced Master Agreement and shall receive pay commensurate with experience.

   Step placement will be at the discretion of the Superintendent. Number of years experience may not equal step placement.

   Any teacher holding both a Vocational Endorsement and Michigan Teaching Certificate will be treated as being equivalent to having a teaching certificate with a Master's degree. Once a teacher with only one of either the teacher certification or vocational endorsement attains the other, the teacher shall advance to the next degree schedule level of the salary schedule as specified by the conditions of the preceding salary schedule.

4. Clinical staff asked by the District to work beyond the first and last contractual work day, in order to fulfill their duties as assigned by the District, shall be compensated by

the District with a per diem or hourly rate. The rate shall be determined by the work required by the District.

5. Any teacher whose most recent annual evaluation rating is less than "Effective" shall not advance on the salary schedule and shall remain at their current step.

6. A teacher who subsequently receives an evaluation rating of "Effective" or higher in a future year shall then advance one step on the salary schedule for the following school year, regardless of the number of years previously spent on the same step.

7. Step movement shall be prospective only. No retroactive step increases shall be granted for years in which a teacher did not receive an "Effective" or higher evaluation rating.

Section D: Part Time Teachers

Teachers teaching less than full-time will be paid on a pro rata basis for the number of hours taught per day in relation to what a full-time teacher will be paid for teaching a full day. Part-time teachers must report for full-time Professional Development Day sessions and will receive prorated compensation for time worked on those scheduled days.

Section E: Credit for Outside Teaching Experience and District Retirees

The Board may grant up to twenty-one (21) years of outside teaching experience on the salary schedule for newly hired employees, or up to eighteen (18) years of outside teaching experience for individuals hired by the district who have previously retired from education. For any former Brandywine Community Schools retiree who is rehired, the Superintendent and the BDEA President shall meet to determine the appropriate step placement on the salary schedule. Final placement shall be based on the needs of the district and the qualifications and experience of the employee.

Section F: Salary Schedule Credit for Related Outside Work Experience

The Superintendent is authorized to grant up to three (3) years' credit on the salary schedule to a teacher for outside work experience which is directly related to the teaching assignment of the teacher.

Section G: Extra Duty Pay

Teachers assigned to extra duty will be paid according to Schedules B attached.

Section H: Working Outside the Contractual Dates

Teachers who are required to return to school by an administrator before the first, or after the last, contractual day, will receive their hourly per diem rate of pay.

Section I: Payroll Schedule and Options

All personnel shall receive payroll in twenty-six (26) equal bi-weekly installments throughout the year, except that the number of installments shall be twenty-seven (27) if necessary to prevent payment for services prior to the performance of those services. Personnel leaving

the school system or planning to retire may request a lump sum payment of the balance of their contract at the end of the school year or on the next payroll date following termination of services. Personnel who are not leaving the school system but who desire to receive a lump sum payment of the balance of their salary at the end of the school year, may receive the same provided they make written request therefore at least sixty (60) days prior to the payment thereof. The Association is responsible for providing paperwork.

Section J: Computation of Per Diem Salary Deductions for Unpaid Absences

When it becomes necessary to reduce a teacher's pay because of an unpaid absence from work, the per diem pay will be computed as a fraction of the teacher's annual salary plus benefits, based upon the number of staff days agreed upon in the negotiated calendar. FMLA qualified benefits will not be deducted.

Section K: Salary Schedule Credit for Partial-Year Service

For the purpose of movement on the salary schedule, teachers who work less than a full school year in Brandywine under contract shall receive credit as follows:

1. No experience credit if the number of days worked during the school year is sixty (60) or less.
2. One year experience credit if the number of days worked during the school year is more than sixty (60).
3. "Days worked" shall include student and non-student attendance days and shall be computed on the basis of equivalent full-time days.
4. This section shall not affect teachers on a paid leave of absence or on a leave of absence for which experience is granted for salary schedule placement.

Section L: Salary Advancement and Retroactivity Upon Agreement Expiration

Should a new collective bargaining agreement not be reached prior to the expiration of the existing collective bargaining agreement, teachers shall advance on the salary schedule to the next earned step/lane. However, if there is a raise in the next collective bargaining agreement's salary schedule, pay will not be retroactive and will be pro-rated at the time the new collective bargaining agreement is put into effect.

403 (B) PROGRAMS

The Board and The Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that MEA Financial Services products, along with any other mutually selected investment providers shall be named as vendor(s) in the 403(B) Plan Document as appropriate under IRS regulations.

The Parties further understand and agree that the regulations regarding the administration of 403(B) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly, the Parties agree that:

1. The Board of Education will maintain a plan document that complies with all IRS requirements.
2. The plan document shall allow employees the ability to make changes in the investment portfolio that are in compliance with IRS regulations and the guidelines of the investment company.
3. All bargaining unit members are eligible to participate in the plan.

SCHEDULE B

The following schedules set forth the wages for extra duty assignments. Tenure does not attach to extra duty assignments, and all such assignments are subject to annual appointment at the discretion of the Board. The Board possesses the right to determine which extra duty activities to offer each year and may cancel such activities whenever, in its judgment, it is in the best interest of the School District to discontinue offering such activity. If such an activity is canceled, the employee assigned to the extra duty shall receive pay for only those days in which they have performed extra duty work.

SCHEDULE B - COACHING SALARIES

Coaches have the option of being paid 1) in two (2) installments, or 2) at the completion of the season.

Individuals Performing Extra Duties shall be paid at the completion of duty, upon supervisor verification.

Completion shall be defined by the job duties assigned to each position.

Varsity Head Coaches shall be paid an additional $250 per round of postseason play beyond the first round of the MHSAA-sponsored tournament. The Pep Band Director shall be paid an additional $100 per round of postseason play beyond the first round of the MHSAA-sponsored tournament for which the band participates in.

Athletic Schedule B positions filled by a teacher shall receive an additional $400 per position.

In the second year of this contract, Schedule B Athletics will reopen for negotiations.

ATHLETICS	**2026-27**
Baseball - Varsity	$5,039
Baseball - Asst Varsity	$500
Baseball - J.V.	$3,075
Softball - Varsity	$5,039
Softball - Asst Varsity	$500
Softball - J.V.	$3,075
Boys' Var Basketball	$6,915
Boys' Asst Var Basketball	$500
Girls' Var Basketball	$6,915

Girls' Asst Var Basketball	$500
Boys' J.V. Basketball	$4,479
Girls' J.V. Basketball	$4,479
Boy's 9th Basketball	$3,438
Boys' 8th Basketball	$2,500
Girls' 9th Basketball	$3,437
Girls' 8th Basketball	$2,500
Boys' 7th Basketball	$2,500
Girls' 7th Basketball	$2,500
Varsity Cheer Football	$2,500
Varsity Cheer Basketball	$2,500
J.V. Cheer Football	$1,553
J.V. Cheer Basketball	$1,553
J.H. Cheer-Boys Bskbl	$1,538
Cross Country - Varsity	$4,675
Cross Country - J. H.	$2306
Football -Varsity	$6,808
Football - Asst Var (2)	$4,722
Football - J.V.	$3,953
Football - Asst. J.V. (2)	
J.H. Football (2)	$2,855
Golf (Girls)	$3,660
Golf (Boys)	$3,660
Varsity Soccer (Girls)	$4,722
Asst Varsity Soccer (Girls)	$500
Varsity Soccer (Boys)	$4,722
Asst Varsity Soccer (Boys)	$500
Tennis - Varsity Boys'	$3,660
Tennis - Asst Varsity Boys'	$500
Tennis - Varsity Girls'	$3,660
Tennis - Asst Varsity Girls'	$500
Track - Varsity	$4,816
Track - Asst. Varsity(2)	$2,965
Track - J.H. (2)	$2,610
Volleyball - Varsity	$5,161
Volleyball - Asst Varsity	$500
Volleyball - J.V.	$3,216
Volleyball - 9th	$2,636
Volleyball - 8th	$2,306
Volleyball - 7th	$2,306
Wrestling - Varsity	$5,212
Wrestling - J.V.	$3,105
Wrestling - Girls	$2,965
Wrestling - J.H. (2)	$2,283
Bowling - V	$3,588

SCHEDULE B - EXTRA DUTY SPONSORS

	2026-27
Instrumental Music	$5,000
Vocal Music	$4,600
Yearbook Advisor (If not part of class schedule)	$3,075
H.S. Stu. Sen. Advisor	$1,300
J.H. Stu. Sen. Advisor	$1,100
Class Spon (7th & 8th)	$400
Class Spon (9th & 10th)	$500
Class Spon 11th	$1,300
Class Spon 12th	$1,100
Nat'l Honor Soc. Advisor (Jr & Sr)	$800
B-LEAD Advisor	$800
Dungeons & Dragons/Game Club	$900
Foreign Language Honor Society	$400
Science Olympiad All Buildings	$400
Quiz Bowl Sponsor	$500
Debate Club Sponsor	$500
Key Club Sponsor	$385
Band Flag Corp	$900
Art (H/S-M/S) extra duties	$350
Art (Elementary) extra duties	$350
Elementary Musical Director (Play)	$1,200
Elementary Musical Vocal Director	$600
Elementary Musical Choreographer	$350
Elementary Musical Tech Director	$350
H/S Musical Director	$3,200
H/S Musical Vocal Director	$1,300
H/S Musical Tech Director	$700
H/S Musical Choreographer	$600
H/S Musical Assistant Director	$900
MS/HS Drama teacher (per production, 1 per semester)	$500
E-Sports Sponsor (Per Season)	$1,000
Elementary Science Fair Chair	$400
March is Reading Month Chair	$250
Elementary SSD Coordinator	$550
Secondary SSD Coordinator	$550
Alternative Ed. SSD Coordinator	$200
Pep Band Director	$600
CTE Teacher	$1,000
Career Tech Student Organization	$1,000
Department/Grade Level Chairs	$900

PLT Lead Teacher	$400
Mentor Teachers	$350
Mentor Teachers of Non-Cert Staff	$550
Retired Mentor Teachers	$35 hr
EL Coordinator	$2,500
Teacher in Charge	$60
5th Grade Camp (2 days)	$400
5th Grade Camp (Extra Day)	$75
BIA night Classes	$35/hr
Detention Monitor	$35/hr

APPENDIX B -INSURANCE

Section A: Group Health Insurance Procurement, Consortium Membership, and Bargaining Waiver

This agreement shall be in effect once the Berrien County Insurance Consortium is established by the initial participants from the school districts of Brandywine Community Schools, Bridgman Public Schools, Buchanan Community Schools, Eau Claire Public Schools, New Buffalo Area Schools, River Valley School District, and Watervliet Public Schools. Recognizing the importance of making quality health care products and services available and doing so in a cost-effective manner, the District and the Association agree as follows:

1. The Parties acknowledge that the District has elected to become a member of the Berrien County Insurance Consortium (the "Consortium") as provided by the health insurance carrier MESSA.

   The parties recognize and acknowledge that insurance benefits, policy specifications, and coverages for employee benefit plans are subject to bargaining under the Michigan Public Employment Relations Act (PERA). The parties further recognize and acknowledge that the allocation of premium responsibility for health insurance plans is subject to the limitations established by the Publicly Funded Health Insurance Contribution Act.

2. The District and the Association acknowledge that employee benefits or products will be made available to eligible Association bargaining unit members through the District's participation in the Consortium. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective November 1, 2025 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Association bargaining unit members on that date.

   Further, the District and the Association acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same carrier selected to provide benefit plans or products through the Consortium. Open enrollment for the selection of health care options for the Consortium will be held from November 1 to November 20 each year, with a January 1 implementation for the duration of this agreement.

3. The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement between the District and the Association. The durational commitments for participation in the employee benefit plans accessed through the Consortium shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Association, to the extent of any such conflict or inconsistency.

4. The Parties further voluntarily waive and relinquish their respective rights under PERA for the period beginning January 1, 2026, and concluding on December 31, 2028, to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified Insurance products and employee benefits plans through the Consortium. This waiver is limited to the bargaining of medical and ancillary insurance (dental, vision, life, and LTD) coverage. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverages of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement.

5. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that limit or regulate the amount of District payment for medical benefit plan costs.

6. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependents, if applicable) to enroll in an employee benefit plans or programs, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Association and are not intended to be altered or modified by the terms of this Letter of Agreement.

7. Should the Consortium dissolve or no longer function or operate, or if the district no longer participates in the Consortium, the District and Association agree that the most recent medical and ancillary plan options available to the employees through the Consortium shall remain in effect until otherwise negotiated.

8. Any disputes over the interpretation, application, or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Association.

9. By entering into this Letter of Agreement, neither the District nor the Association amends, modifies, waives, or qualifies any other provisions, conditions, rights, or duties

specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified, or relinquished herein.

The insurance benefit year shall be January 1, through December 31.

1. On January 1st of every year, the Board agrees to pay a maximum amount toward the annual medical premiums as provided by PA-152 of 2011 (the determined "CAPS"), as set by the state in January of that same year. These amounts will be adjusted annually effective January 1 of each year of this contract

2. Employees not choosing a medical coverage plan above, and employees assigned to a part-time assignment, shall enroll in the ancillary coverage provided through the consortium, for which the employer will pay the premium cost., and receive $400.00 per month, cash in lieu of health benefits.

3. The Board of Education shall not be responsible for coverage at any time that the employee is not actually enrolled for coverage with the carrier. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.

Teachers who are assigned to less than a full-time position will receive the same benefits as employees opting for no medical coverage as outlined in number three above.

If a teacher does not teach the full length of the school year, the Board contributions toward the payment of the above-mentioned premiums will be prorated to reflect that part of the year taught, except the teachers who are on a leave of absence under the Family and Medical Leave Act.

Insurance premium contribution deductions and cash option payment shall be provided in accordance with the Section 125 Plan adopted by the Board of Education and the Association.

Employees enrolled in a District-sponsored high deductible health plan with a Health Savings Account (HSA) may elect to receive District HSA contributions in a prefunded amount equal to zero percent (0%), fifty percent (50%), or one hundred percent (100%) of the applicable annual deductible, subject to District financial capacity and provided such prefunding does not require the District to borrow funds or otherwise incur debt obligations.

Any prefunded HSA contribution advanced by the District shall be repaid by the employee through equal payroll deductions from January through December of the applicable plan year, unless otherwise required by payroll scheduling.

In the event an employee separates employment from the District prior to full repayment of the prefunded amount, the employee shall remain responsible for any outstanding balance owed to the District. The District may deduct any remaining balance from the employee's final paycheck to the extent permitted by law, and any remaining unpaid balance shall continue to be the responsibility of the employee.

Section B: Qualifying Events

MESSA qualifying events (or Qualifying Life Events) are major life changes that allow the employee to alter their health insurance plan or add/drop dependents outside of the annual open enrollment period. The employee generally has a strict 30-day window from the date of the event to submit changes to MESSA.

Household Changes

- Marital Status: Getting married, divorced, or legally separated.
- Family Additions: Giving birth, adopting a child, or becoming a foster parent.
- Loss of Dependent: Death of a spouse or dependent, or a child aging out of dependent eligibility.

Loss of Other Coverage

- Involuntary Loss: Losing job-based coverage, or a spouse losing their health coverage from their own employer.
- Age limit: A dependent child turning 26 and aging off a parent's health plan.
- Government programs: Losing eligibility for Medicaid, CHIP, or Medicare.

Employment & Residence Changes

- Employment status: Employee, their spouse, or their dependent changing jobs or hours, which affects eligibility for benefits (e.g., transitioning from part-time to full-time).
- Relocation: Moving to a new ZIP code or county where the employee’s current MESSA network or plan options are unavailable.

APPENDIX C - CALENDAR

BRANDYWINE COMMUNITY SCHOOLS

ENGAGE. EDUCATE. EMPOWER.

2026-2027 School Calendar

August	21	Friday	New Teacher Orientation
	24	Monday	**No Students;** Staff Work Day
	25	Tuesday	Teacher Professional Development - **No Students;** Staff Work Day
	26	Wednesday	Teacher Professional Development - **No Students;** Staff Work Day
	31	Monday	First Day for Students - Half Day for K-6, Full Day for 7-12
September	4	Friday	**Labor Day Break – No School**
	7	Monday	**Labor Day Break - No School**
October	7	Wednesday	Full Day School, Evening Parent/Teacher Conferences for 7-12
	8	Thursday	Full Day School, Evening Parent/Teacher Conferences for 7-12
	21	Wednesday	Full Day School, Evening Parent/Teacher Conferences for K-6
	22	Thursday	Full Day School, Evening Parent/Teacher Conferences for K-6
	23	Friday	End of Marking Period - **Fall Break** - Half Day for Students and Staff
First Quarter:	*38 Student Days - 41 Teacher Days*		
	26	Monday	**Fall Break - No School**
November	25	Wednesday	**Thanksgiving Break - No School**
	26	Thursday	**Thanksgiving Break - No School**
	27	Friday	**Thanksgiving Break - No School**
December	16	Wednesday	Full Day for K-6; Half Day MS/HS Exams
	17	Thursday	All Students Half Day - MS/HS Exams
	18	Friday	End of Semester - Half Day for Students and Staff
	21	Monday	**Winter Break Begins**
Second Quarter:	*36 Student Days - 36 Teacher Days*		
January	4	Monday	**Classes Resume**
	18	Monday	**MLK Day No School**
February	10	Wednesday	Late Start Wednesday, Evening Parent/Teacher Conferences for K-12
	12	Friday	**Midwinter Break - No School**
	15	Monday	**Midwinter Break - No School**
March	12	Friday	End of Marking Period – Half Day for All Students
Third Quarter: 47 Student Days - 47 Teacher Days			
	26	Friday	**Good Friday - No School**
	29	Monday	**Spring Break Begins**
April	5	Monday	**Classes Resume**
May	26	Wednesday	No Late Start
	31	Monday	**Memorial Day Break - No School**
June	9	Wednesday	No Late Start – All Students Half Day – MS/HS Exams
	10	Thursday	All Students Half Day – MS/HS Exams – End of School Year

Fourth Quarter: 57 Student Days - 57 Teacher Days

PLEASE NOTE: 2nd and 4th Wednesdays will be Late Starts unless indicated otherwise. Students will start school 2 hours later.

178 Instruction Days
181 Returning Teachers
182 New Teachers

BRANDYWINE COMMUNITY SCHOOLS

ENGAGE. EDUCATE. EMPOWER.

2027-2028 School Calendar

August	20	Friday	New Teacher Orientation
	23	Monday	**No Students;** Staff Work Day
	24	Tuesday	Teacher Professional Development - **No Students;** Staff Work Day
	25	Wednesday	Teacher Professional Development - **No Students;** Staff Work Day
	30	Monday	First Day for Students - Half Day for K-6, Full Day for 7-12
September	3	Friday	**Labor Day Break – No School**
	6	Monday	**Labor Day Break - No School**
October	6	Wednesday	Full Day School, Evening Parent/Teacher Conferences for 7-12
	7	Thursday	Full Day School, Evening Parent/Teacher Conferences for 7-12
	20	Wednesday	Full Day School, Evening Parent/Teacher Conferences for K-6
	21	Thursday	Full Day School, Evening Parent/Teacher Conferences for K-6
	22	Friday	End of Marking Period - **Fall Break** - Half Day for Students and Staff

First Quarter: 38 Student Days - 41 Teacher Days

	25	Monday	**Fall Break - No School**
November	24	Wednesday	**Thanksgiving Break - No School**
	25	Thursday	**Thanksgiving Break - No School**
	26	Friday	**Thanksgiving Break - No School**
December	15	Wednesday	Full Day for K-6; Half Day MS/HS Exams
	16	Thursday	All Students Half Day - MS/HS Exams
	17	Friday	End of Semester - Half Day for Students and Staff
	20	Monday	**Winter Break Begins**

Second Quarter: 36 Student Days - 36 Teacher Days

January	3	Monday	**Classes Resume**
	17	Monday	**MLK Day No School**
February	16	Wednesday	Evening Parent/Teacher Conferences for K-12
	18	Friday	**Midwinter Break - No School**
	21	Monday	**Midwinter Break - No School**
March	10	Friday	End of Marking Period – Half Day for All Students

Third Quarter: 47 Student Days - 47 Teacher Days

	27	Monday	**Spring Break Begins**
April	3	Monday	**Classes Resume**
	14	Friday	**Good Friday - No School**
May	24	Wednesday	No Late Start
	29	Monday	**Memorial Day Break - No School**
June	7	Wednesday	All Students Half Day – MS/HS Exams
	8	Thursday	All Students Half Day – MS/HS Exams – End of School Year

Fourth Quarter: 57 Student Days - 57 Teacher Days

PLEASE NOTE: 2nd and 4th Wednesdays will be Late Starts unless indicated otherwise. Students will start school 2 hours later.

178 Instruction Days
181 Returning Teachers
182 New Teachers

BRANDYWINE COMMUNITY SCHOOLS

ENGAGE. EDUCATE. EMPOWER.

2028-2029 School Calendar

August	18	Friday	New Teacher Orientation
	21	Monday	**No Students;** Staff Work Day
	22	Tuesday	Teacher Professional Development - **No Students;** Staff Work Day
	23	Wednesday	Teacher Professional Development - **No Students;** Staff Work Day
	28	Monday	First Day for Students - Half Day for K-6, Full Day for 7-12
September	1	Friday	**Labor Day Break – No School**
	4	Monday	**Labor Day Break - No School**
October	4	Wednesday	Full Day School, Evening Parent/Teacher Conferences for 7-12
	5	Thursday	Full Day School, Evening Parent/Teacher Conferences for 7-12
	18	Wednesday	Full Day School, Evening Parent/Teacher Conferences for K-6
	19	Thursday	Full Day School, Evening Parent/Teacher Conferences for K-6
	20	Friday	End of Marking Period - **Fall Break** - Half Day for Students and Staff

First Quarter: 38 Student Days - 41 Teacher Days

	23	Monday	**Fall Break - No School**
November	22	Wednesday	**Thanksgiving Break - No School**
	23	Thursday	**Thanksgiving Break - No School**
	24	Friday	**Thanksgiving Break - No School**
December	20	Wednesday	Full Day for K-6; Half Day MS/HS Exams
	21	Thursday	All Students Half Day - MS/HS Exams
	22	Friday	End of Semester - Half Day for Students and Staff
	25	Monday	**Winter Break Begins**

Second Quarter: 41 Student Days - 41 Teacher Days

January	8	Monday	**Classes Resume**
	15	Monday	**MLK Day No School**
February	14	Wednesday	Late Start Wednesday, Evening Parent/Teacher Conferences for K-12
	16	Friday	**Midwinter Break - No School**
	19	Monday	**Midwinter Break - No School**
March	16	Friday	End of Marking Period – Half Day for All Students

Third Quarter: 47 Student Days - 47 Teacher Days

	30	Friday	**Good Friday - No School**
April	2	Monday	**Spring Break Begins**
	9	Monday	**Classes Resume**
May	23	Wednesday	No Late Start
	28	Monday	**Memorial Day Break - No School**
June	6	Wednesday	All Students Half Day – MS/HS Exams
	7	Thursday	All Students Half Day – MS/HS Exams – End of School Year

Fourth Quarter: 52 Student Days - 52 Teacher Days

PLEASE NOTE: 2nd and 4th Wednesdays will be Late Starts unless indicated otherwise. Students will start school 2 hours later.

178 Instruction Days

181 Returning Teachers

182 New Teachers

APPENDIX D - APPLICATION FOR CONTINUOUS MEMBERSHIP IN THE SICK BANK

I, _____, agree to join a mutual Sick Bank which shall be administered by the Brandywine District Education Association. The number of days per year that I contribute will be one (1) my first year of membership to access half of the days (thirty (30) per incident and per year) and another one (1) my second year to access the full sixty (60) days available per incident and per year. I am aware that my resignation from membership in the Sick Bank during the school year will neither enable me to reclaim the days I have donated nor make me eligible for further withdrawals from the Sick Bank. I agree to adhere to the rules established for Sick Bank usage as outlined in Article XI, Section H.

_____	_____	_____
Member Signature	Association Signature	Date

APPENDIX E - REQUEST FOR SICK BANK WITHDRAWAL

Please complete the top half of this form and turn it in to a member of the Sick Bank Committee. Be sure to attach a doctor's statement to this form. Upon decision by the Sick Bank Committee, a copy of this form will remain with the Sick Bank Committee and one copy of this form will be sent to the teacher and one copy will be sent to the Business Office.

To: Brandywine District Education Association

From: _____
Teacher

Total days requested: _____ Dates: _____

Teacher's Signature: _____ Today's Date: _____

----------(Do not write below this line.)----------

Request Granted Request Denied

Reason for denial:

_____

_____

_____

Number of days currently being withdrawn by member: _____

Total number of days withdrawn by member, including this request: _____

Total number of days remaining in Sick Bank: _____

Committee Chairperson Signature: _____ Today's Date: _____