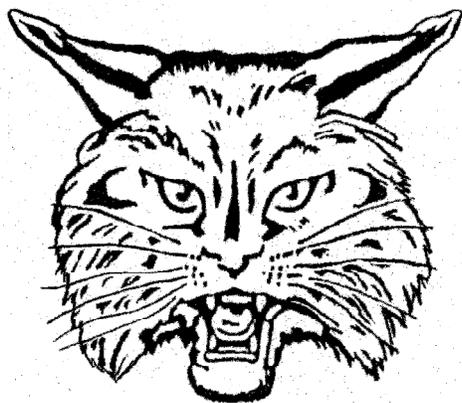


BRANDYWINE COMMUNITY SCHOOLS

***MASTER AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
AND
THE BRANDYWINE 5C EDUCATION ASSOCIATION (MEA-NEA)
2008-2011***



NILES, MICHIGAN

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AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2008 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-5C 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) Wherever the male pronoun is used, it shall be deemed to mean "male and/or female".
- (3) "Secondary teachers", for the purposes of Article 5, Sections C and D, shall be teachers in grades seven (7) through twelve (12).

ARTICLE 1 - RECOGNITION

Section A: 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 authorization, and teaching permit holders, whether under contract or on leave, employed or to be employed by the Board, excluding the superintendent, assistants to the superintendent, principals, assistant principals, elementary supervisor, community school director, nurses, less than full-time adult education 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: The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, sex, age, nationality, political belief, marital status, physical handicap or membership or lack thereof in the Association.

Section C: 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 individuals(s) or classification(s).

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

ARTICLE 2 – BOARD OF EDUCATION RIGHTS

Section A: 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: 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: 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 3 - SEXUAL HARASSMENT

Section A: Definition

Sexual harassment against or by teachers will not be tolerated in the District's employment practices and/or educational programs or activities. Sexual harassment for the purposes of this Article is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either an explicit or implicit condition of employment or participation in an educational opportunity or activity;
2. Submission to or rejection of the condition is used as the basis for an employment or an educational decision affecting the harassed teacher or individual, or
3. The harassment substantially interferes with a teacher's or other individual's work or educational environment or creates an intimidating, hostile, or offensive work or educational environment.

Section B: Process

For the purposes of this Article, sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature as determined by a reasonable person. It refers to behavior which is not welcome and is personally offensive, or that fails to respect the rights of others, or that lowers morale, and therefore interferes with the victim's work or academic effectiveness. Sexual harassment includes, but is not limited to, the distribution or displaying of sexually suggestive or related photographs, drawings, and graffiti; sexually degrading words and innuendoes; sexual advances and propositions; and verbal or physical abuse of a sexual nature.

All complaints of sexual harassment shall be processed in accordance with Brandywine Board of Education Policies GAAD and GAAD-R.

Section C: Member Protection.

Any teacher who is dissatisfied with the Employer's response to his/her complaint of harassment may file a grievance (ARTICLE 17). However, whenever resort to the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The District assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the District permit or engage in retaliation of any kind against any employee who initiates a complaint.

Any teacher accused of sexual harassment shall be entitled to all the protections of this Agreement, including, but not limited to, those provisions in ARTICLE 13, ARTICLE 16, and ARTICLE 17.

ARTICLE 4 - TEACHER-ASSOCIATION ACTIVITIES

Section A: 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: The Association shall have the privilege of using school facilities and equipment, including typewriters, computers, printers, duplicating equipment, calculators, fax machines, 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.

Section C: 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: The Association may use the regularly established district mail service and teacher mail boxes for communications to teachers.

Section E: 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 5 - ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

Section A: Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association or pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedure adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member

may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408 .477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit the same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Section B: Pursuant to Chicago Teachers' Union V Hudson, 106 S CT 1066 (1986), the Association has established a "policy regarding objections to Political-ideological expenditures". That policy, and the administrative procedures (including timetable for payment) pursuant thereto, applies only to service fee payers. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

Section C: From the salaries of those teachers who sign and deliver to the Board an assignment authorizing the deduction of membership dues and assessments of the Association (including those of the National and Michigan Education Association), the Board will deduct such authorized amounts from the second paycheck in September and from the first paycheck each month October through June and promptly remit the sum so deducted to the Association, together with a list of the names of those teachers from whose pay such deductions were made. Such authorizations shall continue from year to year unless revoked in writing between August 1 and August 31 of any given year. The Board agrees to make MEA/NEA PAC deductions at the request of teachers who have provided authorization for the deductions and provided the deduction and authorization are in full compliance with the Michigan Campaign Finance Act.

Section D: The Association agrees to indemnify and save the Board and each individual member thereof harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Board's compliance with the provision of Sections A and C of this Article.

Section E: 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 F: The Board shall provide, at no cost to the teacher, the option of direct deposit of paychecks (in whole or in part) to a single participating financial institution designated by the teacher.

ARTICLE 6 - TEACHING HOURS AND CONDITIONS

Section A: 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.

1. Teachers shall be required, as a regular part of their teaching duties, to attend faculty meetings called by the administration, grade or department meetings, curriculum meetings (not to exceed one (1) hour in length nor more often than twice per month outside of the regular teaching day), parent-teacher meetings, conferences, and an open house.
2. At the request of either party, consultations with regard to time apportionments shall be initiated.

Section B: Within aforementioned schedule, teachers shall be provided an unassigned lunch period which shall be equal in length to the student lunch period.

Section C: 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 (except kindergarten may have planning time split into two periods per day) for each full school 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.”

Section D: If a secondary teacher teaches more than the normal teaching periods for a period of at least twenty (20) consecutive teaching days, he shall receive additional compensation prorated to one-sixth (if in a six (6) period day) or one-eighth (if in an eight (8) block schedule) of his salary (excluding pay for extracurricular activities) during such period. The acceptance of more than the normal number of teaching periods will be voluntary.

Section E: 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 his 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: 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 his 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 his 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 lesson plans and/or assignments to students and parents (e.g. Homework Hotline or written assignment sheets).

Section G: Calendars for all years covered by this agreement shall be included in Appendix B of this agreement.

ARTICLE 7 - 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 8 - DEPARTMENT AND GRADE LEVEL CHAIRS

Department and grade level chairs may be appointed by the superintendent upon the advice and recommendations of the principals after consultation with the teachers in the department. 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, the selection of materials and tools with the aim of upgrading the educational process.

Chairs will be required as part of their regular duties to hold a minimum of four (4) departmental meetings during each school year. Copies of the minutes of each meeting are to be filed with the principal in whatever number of copies he may request. Department and grade level chairs shall not be considered to be supervisory employees, but may be assigned some supervisory duties.

ARTICLE 9 - SITE-BASED DECISION MAKING

Section A: Definition.

The Board and the Association recognizes site-based decision making as a process through which those individuals responsible for the implementation of a decision at the building level are actively and legitimately involved.

Section B: The decisions of the site-based decision making (SBDM) committee shall be implemented so long as those decisions:

1. do not exceed the budgetary limits established by the Board;
2. do not affect the operations of other buildings or the District as a whole;
3. do not violate Board policy, the Master Agreement or the law; and
4. do not affect the decisions of other SBDM committees.

Section C: At each building, a SBDM committee shall be formed. Any participation in SBDM whether full or in part, shall be voluntary. The participation or lack of participation shall neither be construed nor have merit in the evaluation, assignment, promotion, discipline or discharge of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file.

ARTICLE 10 - ASSIGNMENTS, TRANSFERS, AND VACANCIES

The following provisions shall apply to assignments, transfers or filling of vacancies in a regular teaching position:

Section A: Assignments.

1. **Qualifications:** All teachers shall normally be required to hold a Bachelor's Degree and an acceptable Michigan teaching certificate. Employment of teaching personnel who do not meet these requirements shall require the special approval of the State Department of Education. The Association shall be advised in writing as to the identity of the teachers possessing such special approval and the reasons for such employment. Teachers shall not be assigned outside of the scope of their teaching certificates except temporarily.
2. **Selection:** The Board recognizes that it is desirable in making assignments to consider the interests, abilities, and aspirations of its teachers. The assignment of staff members and their transfer to positions in the various schools and departments of the District shall be made by the superintendent after his consideration of the following criteria, which are listed in order of priority:

- (a) Necessity of making changes due to educational or programmatic needs.
 - (b) Contribution which staff members could make to students in new assignments.
 - (c) Desire of staff member regarding assignment or transfer.
 - (d) Opportunity for teacher growth and development.
3. Notice of Assignment: Each teacher shall be given written notice of his/her tentative assignment for the following school year no later than the last day of the preceding school year. Except in cases of unforeseen circumstances or circumstances beyond the control of the Board, notice of assignment changes shall be provided not less than 15 duty days (as defined in Article 17, Section D) prior to the effective date of change, unless it is mutually agreed to make the change earlier.

Section B: Transfers.

- 1. Voluntary Transfers: The request by a teacher for transfer to a different class, building, or position must be made in writing and presented to the superintendent or his designee. The application shall set forth the reasons for the request, the school, the grade or position sought, and the applicant's academic qualifications which support the request. Such request must be renewed each year to insure consideration by the superintendent. The decision regarding transfer requests shall be made by the superintendent in his/her sole discretion.
- 2. Unrequested Transfer: Whenever possible, unrequested 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 15 duty days (as defined by Article 17, Section D) prior to the effective date of the new assignment, unless mutually agreed to effectuate the change earlier.

Section C: Vacancies.

- 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.

2. Filling Vacancies: Vacancies which occur within two weeks of the start of school need not be filled by bargaining unit members for the balance of the school year. However, vacancies which occur prior to two weeks of the start of school, or which occurred during the preceding school year, shall be filled by the following procedure, provided there are no teachers on layoff who are otherwise certified and qualified for the vacant position. Laid off teachers are to be given the first opportunity to fill vacant positions for which they are qualified and certified.

3. Posting: Whenever a vacancy in a regular teaching position occurs, the Board shall post a notice in a prominent place in all school buildings. When school is not in session (during Christmas, Spring and Summer vacations), notices of vacancies shall be posted in the payroll office and included in summer pay envelopes (if applicable).

A copy of all postings will be sent to the Association president.

4. Selection: The Board subscribes to the policy of filling vacancies in bargaining unit jobs from within its own teaching staff, but the Board reserves the right to make the final judgment in filling all positions. Whenever a permanent vacancy in the bargaining unit occurs or is anticipated, a notice thereof shall be posted in a prominent place in all buildings. Permanent vacancies shall be filled by the applicant who, in the judgment of the administration, possesses the most experience, competency, qualifications, and other relevant attributes required to satisfactorily perform the job. If two (2) or more applicants, in the judgment of the administration, possess the above enumerated attributes to a higher degree than other applicants and among them they possess the attributes to a relatively equal extent, the applicant among them with the greatest length of teaching service in the District will be given preference.

5. Teachers shall be advised (by posting on teacher bulletin boards) of the creation of new administrative and supervisory jobs, and permanent vacancies in existing administrative and supervisory jobs as they occur, so that they may make known to the administration their desire, if any, to be considered for the filling of such post.

A copy of all postings will be sent to the Association president.

6. Non-tenure teachers will be retained in the same assignments throughout their probationary periods if they so desire unless, in the judgment of the administration, it is impractical to do so.

7. When school is not in session, notices of vacancies will be posted in the payroll office and included in summer pay envelopes.

ARTICLE 11 - REDUCTION OF PERSONNEL

Section A: In the event the Board deems it necessary to reduce or eliminate the number of personnel or consolidate position(s) in any given field, program, or discipline, probationary teachers shall be laid off first, provided there are teachers with tenure who are available and have the educational certification, qualifications, satisfactory performance, ability, and background to teach the subject(s) of the probationary teacher. Thereafter, teachers in the affected field, program, or discipline with the least seniority shall be the ones removed there from, provided there are teachers in the field, program, or discipline who are available and who have the educational certification, qualifications, satisfactory performance, ability, and background to teach the subject(s) of the laid-off teacher.

1. For purposes of this article, seniority shall be determined by the number of years of experience in the Brandywine Public Schools, dating from the most recent date of employment, under a contract in a bargaining unit position. The following specifications are recognized:
 - (a) 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.
 - (b) 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.
 - (c) Persons on Article 12 leaves of absence or on layoff, except as noted in Section 1, will not accrue seniority time. However, seniority accrued prior to such leave of absence or layoff shall be maintained.
 - (d) Persons who terminate employment or whose employment is terminated and are later rehired will not receive seniority credit for any period(s) of employment prior to the most recent date of hire or rehire.
 - (e) Part-time employment shall be prorated on the basis of the relationship of the part-time worked to normal full-time employment. In the event of staff reduction, part-time employees shall not replace

full-time employees unless they have more accrued seniority. Part-time employees shall not become full-time unless a position is available for which they are certified and qualified to fill.

- (f) Standards of educational certification, qualifications, satisfactory performance, ability, and background will be determined by the Board.
- (g) In the event of a "tie" in seniority in a layoff situation (when two or more persons are determined as equal in accrued seniority, certification, and qualification), and all reasonable attempts to establish a delineation among or between the parties have failed, said "tie" shall be resolved by means of a lottery.

Reasonable attempts to determine seniority in event of "ties" will include: 1) date of consummation of intent to employ; 2) date of signing an employment contract; 3) date of Board action to hire; 4) date of first day on the job; or 5) any other dated administrative document.

This lottery shall be conducted by an impartial third party, and shall be observed by representatives of the Association and the Board of Education, as well as the involved parties, should they so desire.

Each individual involved in the "tie" shall be assigned a number in accordance with the standard alphabetical placement of their last name. The first name drawn in the lottery shall be assigned greatest seniority; the second name drawn shall be assigned next greatest seniority; and so forth, until prioritized seniority has been established for all persons in question.

Once said seniority is established, it shall remain unchanged from that day forward.

- (h) In October of each year the Board will provide the Association with an updated seniority list of bargaining unit members.

2. Qualifications for teaching:

ELEMENTARY CLASSROOM TEACHER - a regular classroom teacher, teaching in grades B-6.

Elementary teachers shall be certified to teach in elementary education and shall have had successful classroom teaching experience within the Brandywine Schools in any grade B-6. "Successful" experience shall be defined as: being recommended for continued employment or having attained tenure.

Special teachers in fields such as music, art, physical education, or special education, etc. shall not be assigned to a regular classroom assignment unless they meet the above qualifications.

GRADES 7-12

Teachers in grades 7-12 shall be certified to teach in the grades and in the subject(s) to be assigned, and shall have a major or minor in the subject(s) to be assigned and shall have had successful teaching experience in the Brandywine Schools in the subject(s) to be assigned at the 7-12 level.

ADULT EDUCATION

Teachers of adult education classes must possess a teaching certificate appropriate for the classes of assignment and shall have had successful teaching experience in the Brandywine Schools in the subject(s) assigned at the adult education level.

SPECIAL SUBJECTS - MUSIC, ART, PHYSICAL EDUCATION, SPECIAL EDUCATION, LIBRARIAN, ETC.

Teachers shall possess a teaching certificate covering the grade areas to be assigned and a major or minor or equivalent special training in the subject area to be assigned, and shall have had successful teaching experience in the Brandywine Schools in the grade level to be assigned. Any special subject teacher who is certified to teach those subjects in grades B-12 is eligible to be considered for assignment to either elementary or secondary teaching in that subject area.

EXCEPTIONS

Subject to approval of the Board and after consultation with the Association, the superintendent has the right to make exception to this policy when in his/her best judgment such exceptions are to the benefit of Brandywine Public Schools.

3. A tenure teacher thus removed from a field, program, or discipline shall be appointed to fill the first vacancy in the school district for which he possesses the educational certification and is qualified to fill.

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

Section C: It is understood and agreed that the individual employment contract of a teacher laid off, in accordance with this Article, shall be terminated at the time of the layoff. Furthermore, the Board's obligation to pay any salary or fringe benefits pursuant to said individual employment contract or under the collective bargaining agreement shall also be terminated, except as provided in Section J of Appendix A.

Section D: Tenure teachers shall be recalled as deemed necessary by the Board.

Section E: Non-tenure teachers may be rehired as deemed necessary by the Board.

Section F: In the event the Board deems it necessary to recall from layoff or rehire teachers, the Board shall give written notice by sending a certified letter or telegram to said teacher at his address on record with the Board. It shall be the responsibility of each teacher to notify the Board of his address and any changes that occur thereafter. The teacher's address on record with the Board shall be conclusive when used in connection with layoffs, termination, recall or other notice to the teacher.

If the teacher fails to notify the Board within five (5) days from the date the letter or telegram was received of the teacher's intent to return to work or if the teacher fails to report to work at the time designated by the Board, said teacher shall be considered as a voluntary quit and shall thereby be terminated and forfeit all rights or claims he may have had against the Board.

If a teacher is recalled on or before June 15 to fill a position of equal time to the one laid off from, they must accept such position. Failure to accept the position will result in forfeiture of all seniority he may have had, and said seniority shall become zero (0).

Section G: In the event that it becomes necessary to reduce the number of teachers, Section A of this Article shall be followed and affected teachers shall be notified no later than April 30 for reductions taking effect at the beginning of the next school year, and receive no less than sixty (60) calendar days notice for reductions at any other time.

ARTICLE 12 - SICK LEAVE

Section A: At the beginning of each school year each full-time teacher shall be credited with a ten (10) day sick leave allowance to be used for absence caused by illness or physical disability of the teacher. Sick leave allowance may also be used for illness in the teacher's immediate family. Immediate family shall mean spouse, 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 he/she has primary responsibility for his/her parent. Use of such days for immediate family shall not exceed seven (7) days per school year. Additional days for immediate family may be granted by the Superintendent in extenuating circumstances. 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.

Section B: 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.

Section C: 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: 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. This allowance may be extended at the discretion of the superintendent in unusual circumstances. 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. For purposes of this Section, "step" relatives will have the same consideration as any other relative listed.

Section E: Necessary time off with pay, but not to exceed five (5) days per year which shall not be deducted from a teacher's accumulated, unused paid sick leave will be allowed for a critical illness in the teacher's immediate family as defined in Section A above. Critical illness shall be interpreted to mean terminal illness/injury or life-threatening emergency. Critical illness leave under this Section shall not be used for routine, chronic, or scheduled medical care (i.e. scheduled surgeries, treatments, etc.).

Section F: Subject to the following provisions, teachers will be permitted to take personal business leave each year. Two days of paid sick leave each year shall be authorized from a teacher's accumulated sick leave for personal business leave. These two 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.
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.

A copy of the request shall go to the building principal for his or her information. 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 G: There shall be no compensation for unused sick leave when teachers resign, retire, or when their services are terminated for any other reason.

Section H: 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.

ARTICLE 13 - LEAVES OF ABSENCE

Section A: 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: 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 his intention to return to the school system. Such leave may be extended in 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: 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 his teaching responsibilities.

Section D: A teacher who is summoned and reports for jury duty, as prescribed by applicable law, for each day upon which he performs jury duty and on which he otherwise would have been scheduled to teach, shall be paid the difference between what he received from the Court as daily jury duty fees and what he would have earned from his 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 he has been summoned for jury duty and must furnish documentary evidence that he performed such duty on the day for which he claims such payment, and produce documentary evidence as to the amount he was paid by the Court for such jury duty.

Section E: 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:

- a. Birth, adoption, or foster care placement of an employee's child;
- b. serious health condition of an employee's spouse, child, or parent;
- c. 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, and shall be in addition to those leave provisions.

Section F: On days when school is closed or the school schedule is altered due to conditions beyond the control of the Board, teachers need not report for work or remain on duty unless the circumstances require teachers to remain on duty (e.g. while students remain in the building and until buses have left). 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.

Section G: 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 H: 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 I: 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 J: Leaves of absence referred to in this Article, unless otherwise specified, shall be without pay, experience credit, and fringe benefits.

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

ARTICLE 14 - DISCIPLINE AND PROTECTION

Section A: 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.

1. A teacher may send a pupil to the principal when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal as promptly as his teaching obligations will allow, but not later than the close of the school day, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher.

2. 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 his duties, the Board and the Association will render all reasonable assistance to the teacher which may include legal counsel.
3. 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: Teachers are required to comply with the reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order or instructions which endangers his health or safety unless such refusal seriously endangers the health or safety of his students.

Section C: A teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of the rules.

Section D: No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any dispute regarding such action may be processed through the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association upon request by the teacher.

Section E: Teachers who fail or refuse to fulfill their obligations under this Agreement shall be subject to reprimand, suspension without pay, and ultimate discharge.

Section F: Personnel records.

1. A teacher shall have the right to review his or her 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.

ARTICLE 15 - TEACHER GROWTH AND IMPROVEMENT

Section A: 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: 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 submitted 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 shall be recommended by the principal and approved by the superintendent.

ARTICLE 16 - MENTOR TEACHERS

Section A: 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: Each teacher in his/her first three (3) years of classroom teaching shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

Section C: 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. 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 D: 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 E: Whenever possible, the Mentor Teacher and the probationary teacher shall be assigned the same preparation time.

Section F: Mentor Teachers shall be compensated for the extra responsibilities at the rate of \$300 per year. Compensation shall be calculated on a pro-rata basis for an assignment of less than 90% of the school year. In order to qualify for the \$300 compensation, 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. Meeting length must be fifteen (15) minutes or greater; and
4. 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 17 - TEACHER EVALUATION

Section A: The parties agree that it is the duty of the administration to evaluate all teachers. The purpose of the evaluation is to determine the extent to which a teacher is performing his/her professional duties.

Section B: The evaluation process must be conducted according to the following expressed procedure so as to assure the fairest and maximum benefit to the teachers.

Section C: The parties agree that teachers shall be evaluated only by appropriate administrators and not by parents, students or other district employees. Any complaint made to the administration by any parents, student, or other person which is considered in evaluating said teacher's performance will be called to his/her attention in writing.

Section D: Within ten (10) days after the first evaluation 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: An evaluation cycle shall be defined as including at least the following: work site observation(s) and a final written evaluation. All observation and monitoring of the work performance of teachers shall be conducted openly and with full knowledge of the teacher. Observations and/or visitations do not necessarily require prior notification to the employee. Observations shall include one work station visit of at least thirty (30) minutes in length. In addition, any unsatisfactory performance shall be identified, supported by the evaluator and discussed in a post-observation conference. This discussion will take place in a personal conference. The evaluator shall also provide suggestions for remediation.

Section F: Each probationary teacher shall be evaluated twice each school year of the probationary period. The first evaluation cycle shall be completed prior to the Winter Break (December - January break). The second evaluation cycle shall be completed prior to Spring Break.

Section G: Each tenured teacher shall be evaluated at least once every three (3) years. All evaluations of tenured teachers shall be completed by May 20.

Section H: 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 is observed.

Section I: After the final classroom observation of a teacher, the evaluator shall prepare and give to the teacher a written evaluation using the evaluation form found in the building faculty handbook. After receipt of the written evaluation, the evaluation may be reviewed in a personal conference requested by either party.

Section J: Should the observations or evaluation of a teacher demonstrate that a teacher has any area that is unsatisfactory, the evaluator, after consulting with the teacher, shall develop a plan of improvement which:

1. Identifies specifically the areas that need improvement.
2. Provides the employee with specific, appropriate written recommendations for improvement.
3. Develops a fair and workable time line for such improvement.

4. Provides a positive program of assistance that may include materials, resources, consultative services and sufficient time during the school day to implement the recommendation(s).

Section K: Each teacher will have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review.

ARTICLE 18 - 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 any 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: Non-Arbitrable Matter.

The following matter shall not be subject to arbitration under this Article and the disposition at Step 3 of any grievance concerning such matter shall be final and binding on the parties:
The substance of the evaluation of any employee.

Section D: Grievance Procedure.

In the event a teacher believes there is a basis for a grievance, as defined in Section A above, he/she shall first discuss the alleged grievance with his/her building principal within fifteen (15) duty days after the occurrence of the event upon which it is based. The teacher may have an Association representative present during such discussion. (As used in this Article, "duty days" shall mean all days for which teachers are scheduled to work during the regular school year and all non-holiday week days.)

Step 1: If after the informal discussion with the building principal, a grievance still exists, to be further processed hereunder, the grievance must be reduced to writing, state the facts upon which it is based, when the event is alleged to have occurred, specify the section of the contract which allegedly has been violated, list the requested remedy, must be signed by the aggrieved teacher or teachers and by his/her Association representative, and must be presented to the building principal concerned with the problem within three (3) duty days after the informal conference referred to above. The building principal shall give the aggrieved teacher a written answer within five (5) duty days after receipt of the written grievance and give a copy thereof to the chair of the Association's grievance committee.

STEP 2: If the aggrieved teacher(s) desires to appeal the decision of the principal, either he/she shall notify the superintendent in writing of the desire to appeal within seven (7) duty days after the receipt of the principal's answer. The superintendent shall meet with the grievant and his/her representative within ten (10) days after receipt by the superintendent of the written notice of appeal. The superintendent shall prepare the written second step answer and give one (1) copy thereof to the aggrieved teacher and one (1) copy to the chair of the Association's grievance committee within seven (7) duty days after such meeting.

STEP 3: In the event the grievance is not resolved at the second step, the matter may be appealed to the Board of Education's grievance committee provided that a written notice of such appeal by the aggrieved teacher and chair of the Association's grievance committee is presented to the secretary of the Board of Education within fifteen (15) duty days after

receipt of the second step answer. If such appeal is taken, the Board of Education's grievance committee shall meet with the Association's grievance committee and the grievant to attempt to resolve the grievance within fifteen (15) duty days after receipt of the notice of appeal to this step. A copy of the Board committee disposition of the grievance shall be given to the Association and the teacher involved within five (5) consecutive duty days after such meeting.

STEP 4: If, at Step 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 Board of Education's third step 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 E: 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. He or she shall have no power to change any decision of the Board or substitute his judgment for that of the Board as to any matter reserved to the sole discretion of the Board.
2. He or she shall not hear any grievance previously barred from the scope of the grievance procedure.
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 F: 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 G: 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 H: 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 I: 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: 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 his 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.

Section K: If a grievance involves a group or class of teachers under more than one (1) administrator or supervisor, it shall be initiated at the second step of the grievance procedure.

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

ARTICLE 19 - MISCELLANEOUS PROVISIONS

Section A: The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiations with the Association.

Section B: 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 C: This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. Effective with the beginning of the 1993-94 school year, new school board policy prohibits smoking or the use of tobacco products in school buildings and on school grounds.

Section D: 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.

Section E: Copies of this Agreement shall be printed at the expense of the Board and shall be available for all teachers at the superintendent's office within thirty (30) days after the date of execution thereof.

ARTICLE 20 - 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 21 - DURATION

This Agreement shall become effective on the first day of July, 2008 and shall continue in effect until June 30, 2011, unless extended by mutual written consent of the parties. No terms of this Agreement shall be altered during its duration, except by the written mutual consent of the parties, or by operation of provisions of this Agreement and its Appendix.

Signed in Niles, Michigan this 13th day of October, 2008.

**BRANDYWINE - 5C EDUCATION
ASSOCIATION/M.E.A.-N.E.A.**

BRANDYWINE BOARD OF EDUCATION

President

President

Secretary

Secretary

Negotiator

APPENDIX A

Section A:

1. Effective as of July 1, 2008 all teachers served by this Agreement shall be paid in accordance with the following salary schedule for a school year consisting of a minimum of 1,098 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. BA +18* indicates that those teachers who, prior to the effective date of this agreement are being paid to the BA+15/18 Step shall continue to be compensated at the BA+18 level. After the effective date of this agreement, a teacher must earn 18 semester hours beyond the BA in order to be eligible to be compensated at the BA+18 level.
3. Steps 1 through 15 represent the number of years in teaching. A first-year teacher will be placed on Step 1, a second-year teacher will be placed on Step 2, a third-year teacher will be placed on Step 3, and so on. Beginning in the 2000-2001 school year, first year teachers will be placed at Step 3.
4. Teachers with "½ year credit experience" will have their salary based on the arithmetic mean of the two salary pays directly surrounding their years of experience. An example being a teacher with 10.5 years' experience with a B.A.+15/18 will have his salary computed by taking the average of the B.A.+15/18 10-year level and the B.A.+15/18 11-year level.
5. 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 the vocational area for the purpose of service as computer instructor.

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, the person assigned shall become subject to the terms of the referenced Master Agreement and shall receive pay commensurate with experience.

Pay will be according to experience and at a rate no greater than the top of the B.A. schedule.

6. The teacher work year was reduced from 188 days (189 days for new teachers) for the 2003-2004 school year to 183 days (184 days for new teachers) for the 2004-2005 school year. If additional teacher work days are negotiated into the school calendar in subsequent school years, each step of the salary schedule will be increased by one half of one percent for each additional teacher work day.

Section B: 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.

Section C: Teachers who earn sufficient credits to advance to the next degree schedule level of the salary schedule prior to September 1 of any year will be paid on that schedule for the full school year. If the necessary credits are completed after September 1 but prior to the beginning of the second semester, the teacher will be placed on the higher schedule for the second one-half (½) of the school year. It is understood and agreed that only those credits which can reasonably be expected to contribute to the teacher's effectiveness in his position in the field of education and are acceptable to the superintendent, will be counted for salary purposes.

Section D: The Board may grant up to thirteen (13) years of outside teaching experience on the salary schedule. (Those already receiving pay for more than nine (9) are grandfathered.)

Section E: 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 F: A teacher asked by the Board to do substitute teaching during his preparation period shall be paid at the rate of \$25 per period taught.

Section G: Department chairs, grade level chairs, and the director of counseling will be paid according to the following schedule:

\$600	2-3 full-time equivalent teachers
\$650	4-5 full-time equivalent teachers
\$700	6-7 full-time equivalent teachers
\$750	8 or more full-time equivalent teachers

It is understood and agreed that if any department chair does not perform the duties specified in Article 7 of this Agreement, the above amounts will not be paid.

Section H: Teachers assigned to extra duty will be paid according to Schedules I and II attached.

Section I: Insurance.

1. The insurance benefit year shall be September 1, through August 31.
2. Beginning September 1, 2008, the Board agrees to pay 95% of the cost of the MESSA Choices II insurance package, Plan A and the employee will pay, through payroll deduction, 5%. The Board agrees to pay the full cost of Plan B. It is understood that no coverage included in the MESSA Choices II insurance package will be added or increased without prior negotiation during the term of this agreement.
 - a. Employees may choose Plan A, which includes:
 - Health: MESSA Choices II with \$5/10 RX
 - LTD 60%; 90-calendar day modified fill; \$3,000 monthly maximum benefit
 - Dental: Delta Dental 60/60/6/: \$1,000.00
 - Life: \$10,000 negotiated life w/A D & D
 - Vision: VSP-2
 - b. Employees not choosing Plan A above may choose to enroll in Plan B, which includes:
 - \$0.50 RX card
 - Delta Dental 100/90/90: \$1,500.00; 90:\$1,500.00
 - Vision: VSP-3 plus
 - Life: \$50,000 negotiated life, with AD & D
 - LTD: 66-2/3%; 90-calendar-day modified fill; \$3,000 monthly maximum benefit
 - Cash: \$200.00 per month or \$200.00 per month annuity
 - c. 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. An open enrollment period shall be provided whenever the contribution subsidy amounts change for the unit.
 - d. If the Association chooses to drop the prescription plan from Plan B, the monthly cash/annuity amount in Plan B will increase to \$300 per month starting the month in which the prescription option is no longer provided.
 - e. If the Association chooses to go to the MESSA Choices II \$10/20 prescription coverage the following will occur in addition to any other changes that are negotiated to the Salary Schedule:
 - If the change is instituted for the beginning of the 2009-10 school year, there will be salary schedule increases of 2% for 2009-10 and 2% for 2010-11;

- If the change is instituted for the beginning of the 2010-11 school year, there will be a salary schedule increase of 2% for 2010-11;
 - If the change in the prescription coverage is made, any salary schedule increase shall remain in effect unless otherwise negotiated by the parties.
3. For teachers who are assigned to less than a full-time position the Board's contribution shall be prorated by using the fraction of the full-time rate the teacher is contracted to teach.
 4. 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 Medical Leave Act.
 5. Insurance premium contribution deductions and cash option payments shall be provided in accordance with the Section 125 Plan adopted by the Board of Education and the Association.

Section J: All personnel shall have their choice of the following payroll options and such choice will continue from year to year unless a request to change is made in writing to the administration no later than August 15 each year:

1. 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.
3. Twenty-one (21) equal bi-weekly installments from September through June, except the number of installments shall be twenty-two (22) if necessary to prevent payment for services prior to performance of those services. No unusual payroll deduction procedures will be made to cover periods when paychecks are not being received.

When bi-weekly pays require three (3) bi-weekly pay installments in one month, for two months between August and June, installments shall be (22) if necessary to prevent payment for services prior to performance of those services.

Section K: 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 1/183 of his/her annual salary plus benefits. FMLA qualified benefits will not be deducted.

Section L: A teacher who is hired with an effective first work day, after the first required work day of the school year, shall be entitled to fringe benefits for a duration determined on the pro rata basis of the remaining work days, computed on the basis of equivalent full-time days.

Section M: 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 forty-six (46) or less.
2. One-half ($\frac{1}{2}$) year experience credit if the number of days worked during the school year is more than forty-six (46) and less than one hundred thirty-nine (139).
3. One year experience credit if the number of days worked during the school year is one hundred thirty-nine (139) or more.
4. "Days worked" shall include student and non-student attendance days and shall be computed on the basis of equivalent full-time days.
5. 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.

**BRANDYWINE COMMUNITY SCHOOLS
2008-09 SALARY SCHEDULE**

STEP	BA	BA+15/18	MA/BA+45	MA+15	MA+30
1	\$33,328	\$34,326	\$35,671	\$36,681	\$37,693
2	\$34,661	\$35,659	\$37,019	\$38,030	\$39,038
3	\$35,994	\$36,992	\$38,365	\$39,374	\$40,386
4	\$37,326	\$38,325	\$39,711	\$40,720	\$41,728
5	\$38,660	\$39,656	\$41,061	\$42,066	\$43,076
6	\$39,993	\$40,992	\$42,403	\$43,411	\$44,423
7	\$41,325	\$42,325	\$44,087	\$45,095	\$46,104
8	\$42,657	\$43,659	\$45,767	\$46,780	\$47,790
9	\$43,990	\$44,989	\$47,450	\$48,463	\$49,471
10	\$45,322	\$46,324	\$49,133	\$50,145	\$51,152
11	\$46,654	\$47,658	\$50,817	\$51,827	\$52,837
12	\$46,654	\$48,991	\$52,499	\$53,846	\$54,854
13	\$46,654	\$50,323	\$54,181	\$55,868	\$56,876
14	\$46,654	\$51,658	\$55,868	\$57,883	\$58,892
15	\$46,654	\$53,509	\$57,550	\$59,905	\$60,911

Salary computations for 2009-2010 and 2010-2011

1 – If the blended student count for the computation of state aid falls below 1425 for either the 2009-2010 or 2010-2011 school year the salary schedule and insurance benefits in Appendix A shall be renegotiated for each year remaining in the current agreement.

2 – The foundation grant for 2008-2009 is \$7,316.

If the state aid foundation grant for either the 2009-2010 or 2010-2011 school year does not increase by at least \$140 per student over the prior year foundation grant, the salary schedule and benefits in Appendix A shall be renegotiated for each year remaining in the current agreement.

3 – The salary schedule for 2008-2009 school year shall remain in effect until the official data in number 1 and 2 above is known or no later than November 1st for the 2009-2010 school year. If the conditions in 1 and 2 above allow for a salary increase, the pay for each teacher will be retroactive to the beginning of the school year and will be paid in a lump sum on the first full payroll period following the adjustment of the salary schedule.

4 – The salary schedule for 2009-2010 school year shall remain in effect until the official data in number 1 and 2 above is known or no later than November 1st for the 2010-2011 school year. If the conditions in 1 and 2 above allow for a salary increase, the pay for each teacher will be retroactive to the beginning of the school year and will be paid in a lump sum on the first full payroll period following the adjustment of the salary schedule.

The above refers to a 2% salary increase for 2009-2010 and 2% for 2010-2011.

403 (B) Programs

- A. 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.
- B. 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 develop a plan document that complies with all IRS requirements and provide a copy to the Association by December 31, 2008.
 - 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. .

SCHEDULES I AND II

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 he or she has performed extra duty work.

All vacancies and all positions occupied in the prior school year by non-bargaining unit members shall be posted annually, and bargaining unit members who apply will be interviewed and considered for appointment. However, the Board retains the right to fill all such positions by appointing those persons, whether members of the bargaining unit or not, who, in its sole judgment, possess the best qualifications.

Bargaining unit members who have been appointed to positions listed on Schedules I and II shall not be denied reappointment for reasons that are arbitrary and capricious. If non-renewal is contemplated, the Board shall notify the affected bargaining unit member not less than thirty (30) days prior to any decision that it is considering non-renewal and shall afford the bargaining unit member the right to appear before the Board no less than fifteen (15) days prior to any such decision.

SCHEDULE I – COACHING SALARIES

2008-2011

Coaches have the option of being paid 1) bi-weekly, or 2) in two (2) installments, or 3) at the completion of the season. Percentages are applied on the BA base.

<u>Baseball</u>	<u>Football</u>
Varsity 13%	Varsity18%
JV 8%	Ass't Varsity12.5%
	JV Head10.5%
<u>Softball</u>	JV Ass't10.5%
Varsity 13%	Freshman Head 8.5%
JV 8%	Freshman Ass't 8.5%
	Junior High 7.5%
<u>Basketball (boys' or girls')</u>	
Varsity 17.5%	<u>Tennis</u>
JV 11.5%	Boys 9.5%
9 th Grade 9.0%	Girls 9.5%
8 th Grade 6.75%	
7 th Grade 6.75%	<u>Track</u>
	Varsity (one team) 12.50%
<u>Cheerleading</u>	Ass't Varsity 7.75%
Varsity (1 team/2 seasons – 6.25%)..... 12.5%	Jr High (one team) 7.0%
JV (1 team/2 seasons – 4%)..... 8.0%	
Freshman (1 team/2 seasons – 3.25%).....6.5%	<u>Volleyball</u>
Junior High (2 teams/1 season – 2.75%).....5.5%	Varsity 13.5%
	JV..... 8.5%
<u>Cross Country</u>	Freshman 7.0%
Varsity (one team)..... 2.50%	8 th Grade 6.0%
Junior High 5.0%	7 th Grade 6.0%
<u>Soccer</u>	<u>Wrestling</u>
Varsity 12.5%	Varsity 13.50%
	Ass't Varsity 8.0%
<u>Bowling</u>	Junior High 6.0%
Varsity9.5%	
	<u>Golf</u>
	Varsity9.5%

**SCHEDULE II - EXTRA PAY FOR EXTRA DUTIES
2008-2011**

Individuals have the option of being paid 1) bi-weekly, or 2) in two (2) installments, or 3) at the completion of duty. Percentages are applied on the BA base.

Instrumental Music	13%
Ass't. Instrumental Music	7%
Vocal Music.....	12%*
Yearbook.....	8%
School Paper	3.25%
H.S. Student Senate	3.25%
J.H. Student Senate	3%
Elem. Student Senate	3%
Class Sponsor 9, 10.....	2%
Class Sponsor 11, 12.....	3%
Academic Challenge Advisor	2%
Spelling Team Coach.....	2%
National Honor Society	2%
Flag Corp	2%
Drama	8%
Spanish National Honor Society.....	2%
Alternative Education Senate	3%
Admin Approved Club or Activity	1.5%

*4 Performing Choirs:

1. 7th Grade - Beginning Choir
2. 8th/9th Grade/Brandywine Singers
3. Concert Choir
4. Conchords

Fifth Grade Outdoor Ed. \$75/Day/Teacher

Science Olympiad.....	2%
2 - Elementary	
1 - Junior High	
1 - Senior High	

**Brandywine Community Schools
 “Committed to Every Student’s Success”
 2008-2009 School Calendar**

August	25	Monday	New Teacher Orientation-Work Day
	26	Tuesday	Teacher Professional Development – No School Work Day
	27	Wednesday	Teacher Professional Development – No School Work Day
	28	Thursday	Teacher Professional Development – No School Work Day
	29	Friday	Labor Day Break – No School
September	1	Monday	Labor Day Break – No School
	2	Tuesday	First Day for Students – Half Day Elementary; Full Day M/HS
October	31	Friday	End of First Marking Period – All Students Half Day <i>44 Student Days, 47 Staff Days</i>
November	5	Wednesday	Parent/Teacher Conferences in Evening Full Day of School for All Students
	6	Thursday	Parent/Teacher Conferences Afternoon and Evening Half Day of School for All Students in AM
	7	Friday	All Student and Staff Half Day
	26	Wednesday	Thanksgiving Break – No School
	27	Thursday	Thanksgiving Break – No School
	28	Friday	Thanksgiving Break – No School
December	19	Friday	Half Day for All Students and Staff
	22	Monday	Winter Break Begins
January	5	Monday	Classes Resume
Students	19	Monday	Teacher Professional Development – No School for All
	22	Thursday	Full Day Elementary; Half Day M/HS - Exams
	23	Friday	All Student Half Day - Exams – End of Semester <i>46 Student Days, 47 Staff Days</i>
February	16	Monday	Teacher Professional Development – No School for All Students
March	2	Monday	Parent/Teacher Conferences – No School
	27	Friday	End of Third Marking Period—All Students Half Day <i>43 Student Days, 45 Staff Days</i>
April	6	Monday	Spring Break Begins
	13	Monday	Classes Resume
May	25	Monday	Memorial Day Break - No School
	31	Sunday	Graduation
June	4	Thursday	All Students Half Day - Exams
	5	Friday	All Students Half Day - Exams - End of Semester <i>44 Student Days, 44 Staff Days</i>
Instruction Days			177

Teacher Duty Days **183 Returning Teachers**
 184 New Teachers

The parties agree that negotiations for successor year calendars of this Agreement shall commence no later than April 15 of any year.

Dated – July 10, 2008