

Letter of Agreement
between the
Board of Education of the Brandywine Community Schools
and the
Brandywine District Education Association, MEA/NEA
Re: Appendix, Sections A and C

The parties agree to amend the listed portions of the Appendix of the Master Contract. The following selected changes will apply for the 2023-24 school year.

Section A:

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 a vocational subject 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, 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.~~ 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 Masters 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 Section C of this Appendix.

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 (1/2) of the school year. It is understood and agreed that only those credits 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.

Brandywine Community Schools



By: Travis Walker
Its: Superintendent

Date: 12/21, 2022

Brandywine District Education Association



By: Debbie Carew
Its: BDEA President

Date: Dec. 21, 2022

**Letter of Agreement
between the
Board of Education of the Brandywine Community Schools
and the
Brandywine District Education Association, MEA/NEA
Re: Schedule I Coaching Salaries and Extra Pay for Extra Duties**

The parties agree to add the listed coaching positions and salaries to the Master Contract. The following selected changes will remain in effect until the end of the contract through June 30, 2024.


SCHEDULE I – COACHING SALARIES, and EXTRA PAY FOR EXTRA DUTIES

Girls' Golf	\$3660
Girls' Wrestling	\$2965

The parties agree to add the listed new extra duty position and pay to the Master Contract. The following addition will begin for the 2023-24 school year and remain in effect until the end of the contract through June 30, 2024.

CTE Teacher	\$1000
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Brandywine Community Schools



By: Travis Walker
Its: Superintendent

Date: 12/21, 2022

Brandywine District Education Association



By: Debbie Carew
Its: BDEA President

Date: Dec. 21, 2022

**Letter of Agreement
between the
Board of Education of the Brandywine Community Schools
and the
Brandywine District Education Association, MEA/NEA
Re: Teacher Sick Bank**

The parties agree to initiate a Teacher Sick Bank beginning in January 2023 and will adhere to the following language through the end of the current contract expiring on June 30, 2023 :

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.

I. Requirements for Membership

- A. Effective upon the signing of this letter of agreement, 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.
- B. 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.
- C. 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.
 1. For the 2022-2023 school year, the Application for Continuous Membership form must be completed by all new members and signed by

a member of the Sick Bank Committee prior to the completion of the first semester, as well as the contribution of one (1) sick leave day, for admission to the Sick Bank for the remainder of the school year. This semester will count as the first year of membership and starting in the 2023-2024 school year teachers will be eligible for their second year of membership.

- D. 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.
- E. 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.

II. Administration

- A. 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:
 - 1. the acceptance of the Application for Continuous Membership forms
 - 2. the regulations governing withdrawals
 - 3. the notification of said withdrawals to the Business Office.
- B. The Superintendent will serve as an advising member of the committee.
- C. 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.
 - 1. 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.
 - 2. 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.
 - 3. Withdrawal forms are not available at the Superintendent's Office nor will they be processed if turned in to the Superintendent's Office.
- D. 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.

III. Regulations for Withdrawals of Sick Days

- A. A teacher enrolled in the Sick Bank will not be covered by the bank until their own accumulated sick leave has been exhausted.
- B. All requests for withdrawal will be filled out on the proper form and given to a member of the Sick Bank Committee.
- C. 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.
- D. 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.
- E. Initial requests for days will not be granted for less than three (3) nor more than ten (10) consecutive days per request.
- F. 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.
- G. 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
- H. 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.
- I. Elective surgery (surgery which can be performed during vacation periods) will not be covered by the Sick Bank.
- J. Injuries covered by Workman's Compensation do not qualify for Sick Bank withdrawals.
- K. 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 people per the discretion of the committee.
- L. If the foregoing regulations are not adhered to, the request for withdrawal will automatically be denied.

IV. Miscellaneous

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

- C. 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 in to the Sick Bank upon the last day of their contract.
- D. Contributing members who are not retiring can donate additional days at any time of the year if they so choose.
- E. 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 ($\frac{1}{2}$) 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 week before the half ($\frac{1}{2}$) day is withdrawn and added to the bank. This additional half ($\frac{1}{2}$) day contribution could happen any year, even in the first full year when contributions were made.
- F. Membership to the Sink Bank is not contingent on membership to the local BDEA.

REQUEST FOR SICK BANK WITHDRAWAL

Please complete the top half of this form and turn 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: _____

**APPLICATION FOR CONTINUOUS MEMBERSHIP IN THE
BDEA 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 1 my first year of membership to access half of the days (30 per incident and per year) and another 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.

Member Signature

Association Signature

Today's Date

Brandywine Community Schools

Brandywine District Education Association

Travis Walker

By: Travis Walker
Its: Superintendent

Date: 12/21, 2022

Debbie Carew

By: Debbie Carew
Its: BDEA President

Date: Dec. 21, 2022