

Bruning-Davenport Unified School District

Negotiated Agreement

2021-2022

This agreement is made and entered on January 11, 2021 between the Unified Board of Education of District 85-2001 and the Bruning-Davenport Education Association. The two organizations will be referred to in this agreement as the Board and the BDEA. This agreement is binding on this and succeeding Boards and BDEA until amended by negotiations. Both parties agree to begin negotiations for the succeeding year by November 1.

This agreement is designed to include in one, easy-to-find place, negotiated agreement that affects the teaching staff.

General Purpose: The Board and the BDEA recognize that the development of a superior education program for the students of Bruning-Davenport Unified School District is a joint responsibility which can best be achieved by agreement that both parties work toward this common goal. The Board and the BDEA enter into this agreement with mutual dedication to the achievement of this goal.

Recognition: The Board recognizes the BDEA Negotiations Committee as the exclusive negotiations representative for all teachers employed by the District. Teachers will mean all certified teaching personnel (excluding administrative personnel), employed by the District.

Legal Limitations: Nothing contained in this agreement shall deny any teacher those rights provided by Nebraska law or any other applicable laws and regulations.

I. TEACHER EMPLOYMENT

A. The Board agrees to hire only fully certified teachers holding legal certificates issued by the Nebraska State Department of Education.

B. Salaries

1. The Board and BDEA have mutually agreed on a salary schedule for all certified personnel, excluding administrative personnel. This schedule provides for steps based on time of service and professional growth and shall remain in effect for the 2021-2022 year and any succeeding years, unless re-negotiated for any year.
2. The index shall include a 4.5% salary increase for each year of professional service to the Bruning-Davenport Unified School District and a 4% salary increase for each nine (9) hour increment, 9, 18, 27, 36. Hours to advance on the salary schedule must be graduate hours in the teacher's assigned or endorsed area, with final determination made by the superintendent prior to taking the course.

Each employee covered by this agreement will move vertically on the salary schedule provided that he or she has completed a minimum of .5- full-time equivalent service during the prior school year. An employee who has been on the last step of a column must qualify for, and be granted, horizontal advancement before moving vertically. Notwithstanding the number of credited years of experience, an employee may advance only one step vertically on the salary schedule each year.

3. Teachers who enter employment with the Bruning-Davenport Unified School District will be granted full credit up to five years teaching experience earned with accredited schools. At Board's discretion, more years of credit could be approved, based on the salary schedule as mutually agreed between the employee and the Board.

4. The columns at which payments for professional growth occur and the steps in the columns are as follows:

BA	= 7 Steps	BA+27	= 11 Steps
BA+9	= 9 Steps	MA	= 12 Steps
BA+18	= 11 Steps	MA+9	= 13 Steps
		MA+18	= 13 Steps

5. To receive credit on the salary schedule for graduate hours beyond a master's degree, all graduate hours must be in the endorsed area(s) to which the teacher is assigned. Final determination is to be made by the superintendent prior to taking the course.
6. A base salary shall be used for computing contract salary of each teacher for the school year.
7. The Index Salary Schedule adopted for the school year is attached as an appendix.
8. Written notice must be given to the superintendent of schools by June 1 that graduate credit will be earned during the summer if the teacher anticipates movement to a new column on the salary schedule. If written notice is not submitted by June 1, the teacher will not be moved to the new column for the next year. A transcript must be received before the placement is changed.

II. EXTRA-DUTY RESPONSIBILITIES

Teachers involved in extra-curricular duties as part of their responsibilities will be paid extra salary, as per the schedule adopted during negotiations. These duties are paid on a unit basis which is equal to a percent of the \$37,625 base salary for 2021-2022. Coaches will increase in percent with years of experience up to ten (10) years.

Additional amounts of money may be given by the Unified Board of Education and added to a teacher's salary in determining the total contract salary. Such additional amount shall be for services performed beyond the regular school day.

One (1) unit is equal to one (1) percent of the base salary.

ASSIGNMENT	1st Yr	2nd Yr	3rd Yr	4-6 Yrs	7-9 Yrs	10 Years
Head Football Coach	10.0	11.0	12.0	13.0	14.0	15.0
Head Volleyball Coach	10.0	11.0	12.0	13.0	14.0	15.0
Head Boys Basketball Coach	10.0	11.0	12.0	13.0	14.0	15.0
Head Girls Basketball Coach	10.0	11.0	12.0	13.0	14.0	15.0
Head Track Coach	10.0	11.0	12.0	13.0	14.0	15.0
Assistant Varsity (2)	8.5	8.5	8.5	8.5	9.0	10.0
Part-time Asst. Coaches	5.0					
Middle School Coaches	5.0	5.0	5.0	6.0	7.0	8.0
Concessions Sponsors (2) Classified	7.5					
Concession Sponsors (2) Certified	2.5					
Yearbook Sponsor	6.5					
FFA Sponsor	8.0					
Music-Band	8.0					
Music-Vocal	4.0					
Middle School Music	4.0					
Junior Class Sponsors (2)	3.0 each					
Senior Class Sponsors (2)	3.0 each					
Play Production/Contest Speech	7.0 each					
Drama/Speech Asst.	3.0 each					
Letter Club Sponsors (2)	1.0 each					
FCCLA Sponsors	7.5					
Quiz Bowl (HS or MS)	2.0					
National Honor Society	2.5					
Technology Directors (2)	5.0 head / 3.0 assistant					
Activity Bus Drivers Staff	1.5					
Student Council	.5					
Counselor	\$1,500					
Grant writer(s)	8.0 of total grant award					

Staff will be paid \$20.00 per night for taking tickets at games.

Summer gym supervisors will split \$2,000 based on amount of time they serve.

Freshman and Sophomore Class Sponsors = \$200

\$10 will be paid for covering classes that cut into 40 minutes of planning.

No morning duty for certified teachers.

Striv.tv announcer \$100

*Grant writer(s) need prior approval from Superintendent.

Activities Director Year 1-2 (10%) Year 3-4 (11%) 5 or more years (12%)

III. LEAVES

A. Personal Leave

1. Teachers will be granted three (3) personal leave days without loss of pay per year, which shall not count against either professional leave or sick leave. Personal leave shall be granted at the superintendent's discretion. The teacher has the right to appeal the superintendent's decision to the Board for its ruling.

2. Teachers may take up to two additional personal leave days for the purpose of attending a Bruning-Davenport USD school activity. Teachers who take personal days pursuant to this provision must reimburse the school district at the substitute rate and not at the teacher's per diem rate.

3. Teachers may request additional personal days under extreme circumstances. If the superintendent determines that additional personal days should be granted, the teacher must reimburse the district his/her full per diem rate to the district for each additional day. Additional personal days shall be granted only after the superintendent has considered the matter carefully.

4. Each day of unused personal leave will be purchased by the district at a rate of \$50 per day, not to exceed 3 days per year.

B. Professional Leave

1. Teachers will be granted two (2) days professional leave each year without loss of pay for teachers to visit and observe other institutions. The District will provide a substitute when a teacher is excused for a professional visit, or;

Teachers may attend professional meetings and functions at the discretion of the superintendent. Substitute teachers will be provided by the District in the absence of the teacher. Professional leave does not count against sick leave.

2. Additional professional days may be granted at the superintendent's discretion.

C. Sick Leave

Certified employees shall be granted nine (9) days sick leave each year because of personal illness, or illness or death in the immediate^o family. Sick leave is cumulative to fifty (50) days at the end of the school year.* A teacher missing more than five consecutive days because of personal illness must present a written statement from a doctor to the superintendent. If the written statement is not presented, those days will not be counted as sick leave and a loss of pay will occur for each day absent. Additional days of sick leave may be granted at the Board's discretion. The District will provide a substitute for absence due to illness.

*District will pay \$50 of substitute's pay to certified employees for each day accrued above 50 days.

Donating Sick Days

Due to a catastrophic loss, a certified employee may donate one sick day from the current school year sick days, to another employee who has used all of their personal and sick days with administrative approval. Sick days cannot be donated from the employee's sick bank. An employee may donate a single day to two separate employees during the current school year.

^oDefinition of Immediate Family -

- a. Spouse
- b. Children or foster children
- c. Brother or sister
- d. Brother/sister-in-law
- e. Parents, step-parents, guardians, or spouse's parents
- f. Grandparents or spouse's grandparents

D. Maternity Leave

1. Maternity leave shall be counted as sick leave and all accumulated days of the teacher may be used. Each additional day absent will be deducted at the same rate paid each day of the contract period.

2. Maternity leave shall commence and terminate on the date agreed upon by the teacher, doctor, and the superintendent after all have taken into consideration, health needs and the needs of the school.

3. Any teacher granted maternity leave shall, upon request, be restored to the same teaching position, subject area, and grade level vacated at the commencement of the leave. This shall be applicable only to the current contract year.

E. Adoption Leave

Any teacher adopting an infant shall be granted leave the same as maternity leave. This leave begins when the teacher receives de facto custody of the infant, or earlier if stipulated by the adoption agency's requirements to obtain the adoption. The adoption leave shall be for a length of time agreed to by the teacher and superintendent, in agreement with any requirement of the adoption agency.

IV. **HEALTH INSURANCE**

Teachers shall receive single health insurance coverage, employee and spouse, employee and children, or family health insurance coverage through the Blue Cross/Blue Shield Blue Preferred, or equivalent coverage with another insurance company. Employees have the option to utilize a Health Savings Account. This coverage is paid for the full twelve (12) months the teacher receives paychecks. Blue Preferred - \$1,050 deductible.

A. A single health insurance policy with single dental will be paid for each of the following persons:

1. Single teacher,
2. Each married teacher (with no dependent children who would be normally covered under the family health insurance plan), provided the teacher's spouse is already insured through his/her own single health insurance plan.

B. An employee/spouse insurance policy with single dental will be paid for each of the following persons:

1. Each married teacher (with no dependent children who would be normally covered under the family health insurance plan), provided the teacher's spouse is not already insured through his/her own single health insurance plan.

C. An employee/children insurance policy with single dental will be paid for each of the following persons:

1. Each single or married teacher, provided the teacher's spouse is already insured through his/her own single health insurance plan, who has dependent children

D. A family health insurance policy with single dental will be paid for each of the following persons:

1. Each married teacher who has dependent children,
2. Each married teacher whose spouse is not insured through his/her own health insurance plan,
3. Each married teacher who has previously been insured on the single plan through the school and informs the superintendent:
 - a. A child will be adopted in the near future, or;
 - b. At the beginning of the sixth month of pregnancy.

If the school board decides to change the health insurance carrier and experiences difficulty with the new carrier providing coverage of a teacher who is in the first six months of pregnancy, the school will pay the family health insurance premium with the first carrier.

The district will pay the pro-rata share of the insurance premium for part-time employees who are .5 FTE or greater, provided that the employee provides the district with written consent to pay the employee's share of the premium through payroll deduction.

V. **GRIEVANCE PROCEDURE**

A. Purpose: The basic purpose of this procedure is unobstructed communication with respect to alleged grievances without fear of reprisal.

The board purposes of machinery for grievance adjustments in a public school system are:

1. Reduction of the potential areas of conflict among the teacher and administrator and the board of education.
2. Two-way communication through recognized channels among administrators, teachers, local professional associations and boards of education.
3. Development of improved morale and effectiveness of teachers.
4. Encouragement of teacher expression regarding conditions that affect him/her.

B. Definition of Terms

1. Grievance - Claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher, or group of teachers, and/or interpretation, violation, or misapplication of any of the policies, rules, regulations, or professional negotiation contracts of school districts. The absence of disagreement with existing policy, rules or regulations is not a "grievance."

2. Aggrieved Person - Person or persons making the claim.
3. Party in Interest - Person or persons making the claim, and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
4. Teacher - Except where otherwise indicated, term is considered to apply to any certified professional employee not classified as administrative personnel. The term “teacher” may include a group of teachers who are similarly affected by the grievance.
5. Days - Except where otherwise indicated, term means working school days.

C. Procedures

1. Level I (Informal) - If a teacher feels he/she has a grievance, he/she must discuss the matter with his/her principal to whom he/she is directly responsible, in an effort to resolve the problem.

2. Level II (Formal)

STEP ONE

- a. If an aggrieved person is not satisfied with the disposition of his/her problem, he/she may submit his/her claim as a formal grievance, in writing, to his/her principal and retain a copy of the said grievance for himself/herself.
- b. The principal shall, within five (5) school days, render his/her decision and the reasons therefore, in writing, to the aggrieved person. The aggrieved person may supply a copy of the decision to the BDEA president for the BDEA file.

STEP TWO

- a. Within five (5) school days after receiving the principal’s decision, the aggrieved person may file a written appeal with the superintendent.
- b. The superintendent shall act for the administration at Step Two of the grievance procedure. Within ten (10) school days after receipt of the written appeal, the superintendent shall meet with the aggrieved person for the purpose of resolving the grievance. The superintendent shall, within five (5) school days, render his/her decision and reason therefore, in writing, to the aggrieved person. The aggrieved person may supply a copy of the decision to the BDEA president for the BDEA files.

STEP THREE

- a. If the aggrieved person is not satisfied with the decision of his/her grievance at Step Two, or if no decision has been rendered within five (5) school days after he/she first met with the superintendent, he/she may file a written request for a review of the grievance with the Board.
- b. After receiving the written appeal, the Board, or a committee therefrom, at the next regular Board meeting, shall meet with the aggrieved person for the purpose of resolving the grievance. The decision of the Board shall be rendered, in writing, within five (5) school days after the Board has reached a decision. In no case shall this decision be delayed beyond the next regular Board meeting after the first consideration.

D. Other Considerations

1. If the written grievance is not filed within thirty (30) days after the teacher knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be waived.
2. A grievance may be withdrawn at any level without prejudice. The withdrawal shall be submitted in writing to all parties.
3. No reprisals of any kind shall be taken by the Board, by any administrator, by the BDEA or members of the faculty against any participant in the grievance procedure by reason of such participation.
4. If the aggrieved person(s) fails to follow any steps in the grievance procedures, except by mutual consent between the parties of interest, the grievance shall be negated.
5. Every effort shall be made to avoid interruption of classroom activities and to avoid involvement of students in any phases of the grievance procedure.
6. If a grievance affects a group of teachers, those teachers may submit the grievance as a group.

VI. MANAGEMENT-RIGHTS CLAUSE

The Board reserves to itself the sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, assign, and retain employees in positions in the school district, and to suspend, discharge or take disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

VII. ZIPPER CLAUSE

This agreement represents and incorporates the complete and final agreement and settlement by the parties of all bargain able issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement

This agreement on all negotiated items covers the entirety thereof and has been agreed upon in good faith by the Bruning-Davenport Education Association and the Bruning-Davenport Unified Board of Education. Negotiated items will be in effect during the 2021-2022 school year after ratification by the Board of Education and the Bruning-Davenport Education Association. The teaching contracts will be 184 days for the 2021-2022 school year.

VIII. STATEMENT OF AGREEMENT

A. This agreement is in effect for the 2021-2022 school year and until a new contract is negotiated. The agreement must be ratified by the Unified Board of Education and the Bruning-Davenport Education Association before it goes into effect.

B. Dates of Ratification

 BDEA Date Signed

 Board Date Signed

C. Document Authorization

BDEA Negotiations Team:

Board Negotiations Team:

 BDEA President

 Unified Board President

 BDEA Secretary

 Unified Board Secretary

