

**Negotiated Agreement**

**Between**

**Blackwell Board of Education  
Independent School District Number 45  
Kay County, Oklahoma**

**And**

**Blackwell Education Association**

**for**

**School Term 2017- 2018**

**ARTICLE I: STATEMENT OF AGREEMENT**

- A. The Blackwell Board of Education and the Blackwell Education Association hereby enter into this Collective Bargaining Agreement.
1. Hereinafter this Collective Bargaining Agreement shall be referred to as the Agreement.
  2. Hereinafter the Blackwell Board of Education shall be referred to as the Board.
  3. Hereinafter the Blackwell Education Association shall be referred to as the Association.
  4. Hereinafter Teacher shall be referred to as "All Certified Staff."

**ARTICLE II: WORKING CONDITIONS**

Section 1: Work Year

The work year shall consist of one hundred eighty (180) days of which one hundred sixty eight (168) days shall be for instruction, and five (5) shall be professional days. There shall be five (5) student- free preparation days. There shall be two (2) parent teacher conference days. The work year will consist of one thousand fifty (1050) Instructional hours and thirty (30) professional development hours.

Section 2: Work Day

Teachers shall be required to be on duty at their respective schools no more than eight (8) hours, zero (0) minutes, unless a student or parent has requested a conference or unless there is a scheduled duty, faculty meeting, in service meeting, committee meeting, or specific request from the principal. (Each individual building principal will designate the amount of time needed at the beginning of each school day and at the end of each school day, but not to go over the eight (8) hours and zero (0) minutes of a teacher's work day.) Also, teachers may leave immediately after school is officially dismissed on the last working day of each school week.

Other contract days (professional development, collaboration days, etc.) shall consist of not more than six (6) hours, exclusive of a lunch break.

Section 3: Duty Schedules

After providing teachers with an opportunity for input into the duty schedules, the principal shall assign teachers to duties in an equitable manner.

Section 4: Planning Time

A. Secondary classroom teachers shall be scheduled for one (1) class period each day for planning time.

B. Elementary classroom teachers shall be scheduled for a minimum of two hundred (200) minutes per week of planning time.

C. Teachers may be required to forego scheduled planning time to accept responsibilities related to the proper functioning of the school. If a teacher is assigned to cover responsibilities for an absent teacher for whom a substitute has not been hired, the covering teacher shall be compensated at ten (10) dollars per period and five (5) dollars per planning period at the elementary level.

Section 5: Duty Free Lunch

A. The principal shall schedule teachers for a minimum of twenty (20) uninterrupted minutes of duty free lunch time each school day.

B. Teachers may be required to forego scheduled duty free lunch time to accept responsibilities related to the proper functioning of the school.

C. Teacher lunch duty volunteers shall be paid in accordance with the Extra Duty Pay Schedule in this Agreement.

Section 6: Teaching Facilities

The Board will strive to provide adequate, healthy, and safe teaching facilities at each school.

Section 7: Assignment and Transfer

A. Teachers shall be assigned by the administration within the scope of their certification as prescribed by the laws of the State of Oklahoma and the rules and regulations of the State Board of Education. All assignments shall be made in order to best meet the needs of the students and the program needs of the district.

B. Lists of vacant positions shall be posted in each building during the school year, in the Central Office during the summer, and made available to the Association in order to afford qualified teachers an opportunity to apply for a reassignment or transfer as vacancies occur.

C. Teachers will be provided their tentative teaching assignment for the ensuing school year by the last day of the current school year, if possible.

Section 8: Complaints Against Teachers

A. All complaints against a teacher must be substantiated and documented through a complete and thorough investigation before disciplinary action is taken.

B. A teacher shall have the right to be faced by the complainant if disciplinary action is to be taken or a written record of the complaint is to be made part of the teacher's official personnel file.

C. If at all possible, teachers shall not be reprimanded in the presence of others.

#### Section 9: Personnel Files

A. Official files shall be maintained in the office of the superintendent. Unofficial working files may be maintained in the office of each principal.

B. Material that may adversely affect a teacher's employment status may not be placed in the teacher's official file until the teacher has had the opportunity to read the material and to sign and date the actual copy to be filed. The teacher shall receive a copy of said material, at no cost to the teacher, at the time of filing. The teacher shall have the right, within ten (10) days, to affix a written response to said material.

C. A teacher or, upon written authorization, the teacher's designee may review the contents of the teacher's files during normal business hours. The teacher is entitled to receive a copy of any documents contained therein, with the teacher paying the cost of reproduction.

D. Access to a teacher's official file will be limited to: the teacher or the teacher's designee, district employees who have a need to review the file in order to complete a job responsibility, members of the Board of Education, public agencies, upon official request, and otherwise as required by law.

#### Section 10: Reduction in Force

##### A. Needs of the School District and Students

(1) When the Board determines it is necessary to reduce the total number of certificated and/or licensed employees in the bargaining unit, the student and program needs of the district will be the primary criteria in establishing priorities for those to be released.

(2) In implementing a reduction in force, the position or positions to be eliminated will be determined by the Board first and, thereafter, the following procedures will be used to determine the teacher or teachers to be released as a result thereof.

##### B. Non-Renewal and Displacement Sequence

(1) A licensed teacher in an eliminated position will be released first.

(2) A probationary teacher in an eliminated position will be released second. However, if a probationary teacher is fully qualified and fully certified to replace and perform all of the assigned duties and assigned extra duties of a licensed teacher, the probationary teacher will be reassigned to that position, and the licensed teacher will be displaced and released.

(3) A career teacher in an eliminated position will be released third. However, if a career teacher is fully qualified and fully certified to replace and perform all of the assigned duties and assigned extra duties of licensed or probationary teacher, the career teacher will be reassigned to that position, and the licensed or probationary teacher will be displaced and released.

(4) Teachers must have on file in the superintendent's office, at the time of the presentation of the recommendation to reduce force, either the property certification or evidence of eligibility for such certification, in order for any displacement to occur.

(5) If there is more than one fully qualified and fully certified teacher in a position being eliminated, the following criteria, in priority order, will be used to determine which teacher or teachers will be displaced and released.

- (a) Certification: Standard, then Provisional, then temporary.
- (b) Seniority: Continuous, full-time, contracted teaching experience in the district.
- (c) Years of local district teaching experience in the position to be retained.
- (d) Written evaluations.
- (e) Academic degrees: Doctorate, then Masters, then Bachelors.
- (f) Recommendations of principal and superintendent.

#### C. Recall

(1) Teachers who are released because of a reduction in force will have priority, for one (1) school year, to fill subsequent vacancies in positions for which they are fully qualified and fully certified. Teachers will be offered reemployment in reverse order of release according to the provisions of this policy.

(2) Throughout the recall period, released teachers will be placed on a recall list. Teachers on this recall list will be notified by certified mail of position vacancies for which they have priority. A teacher shall remain on the recall list unless the teacher:

- (a) does not accept a position within ten (10) days from the mailing of notice of vacancy as provided above; or

(b) waives recall in writing; or

(c) resigns; or

(d) refuses to accept a position offered to the teacher under the policy.

(3) It shall be the teacher's responsibility to see that the district has his/her current address on file, and that address will be used for recall purposes.

(4) Upon recall, teachers shall have restored all benefits, career status, if any, and salary schedule placement as was in place at the time of release.

#### Section 11: Teacher Evaluation

Each evaluation shall be based on the Tulsa Teacher and Leader Effectiveness Model (TLE) and evaluator's observation of the teacher while performing his/her classroom/worksite job function. All scheduling of preconference, observations, observation conferences, and PDP follow-ups, and implementation of the TLE shall follow the state statutes.

1. Probationary teacher shall be evaluated at least two (2) times per school year, once a semester. The first evaluation will be completed prior to November 30. Career teachers will be formally evaluated at least once during the school year, prior to March 30. If a Personal Development Plan is needed then two more observations will precede an additional evaluation. When circumstances allow, the PDP will be completed by the end of the current school year.

2. At the beginning of each year, the principal will conduct an evaluation orientation session for all new teachers to the building.

3. Formal classroom observations for the purpose of evaluation shall be conducted openly with the full knowledge of the teacher.

4. Each evaluation shall be based in part on the evaluator's observation of the teacher while performing his/her classroom/worksite job functions.

5. Each observation shall be at least twenty (20) minutes in length.

6. The principal's assessment of the teacher's performance during the observation must be recorded on the observation form. Observation shall not be conducted on the day immediately following an extended break in the instructional calendar year (whether scheduled or unexpected). Each observation must be followed by the observation conference no more than five (5) instructional days from the date of the observation. There must be at least ten (10) instructional days between an observation and the last observation conference. If a teacher requests a third observation promptly after the second observation, the principal must conduct a third observation prior to the evaluation.

7. A Personal Development Plan (PDP) may be issued if there is a ranking of "1-ineffective" or "2-needs improvement" on the observation. The administrator will use his/her judgment to determine if a PDP is required.

If a PDP is written, an additional conference is required in addition to the two standard observations. This additional conference will help monitor and track the progress of the PDP. When the observation conference is held for a PDP, members of the bargaining unit shall have the right, if desired, to be accompanied by a representative.

8. Within ten (10) working days after the evaluation conference, the teacher may respond in writing and said response shall be attached to the evaluation. On a voluntary basis, a teacher may

provide his/her evaluator with additional evidence of professional proficiency in the form of a portfolio of artifact file/binder for purposes of his/her evaluation.

9. Every career teacher shall be evaluated at least once each year, except for career teachers receiving a "superior" or "highly effective" rating under the TLE, who may be evaluated at least once every two (2) years at the evaluator's discretion.

### **ARTICLE III: GRIEVANCE PROCEDURE**

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a claim of contract violation by the grievant.

#### **B. Definitions**

1. A "grievance" is a claim by a teacher that there has been a violation of the terms of this Negotiated Agreement that has specifically affected that teacher.

2. The "grievant" is the teacher making the claim.

3. A "party in interest" is the teacher making the claim, or any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

4. "Days", except when otherwise indicated, shall mean working days.

#### **C. Procedure**

1. Level I - A teacher with a grievance shall first discuss the grievance individually with the principal within ten (10) days of the alleged violation, citing the Article and Section alleged to have been violated, with the objective of resolving the grievance informally. No written record will be made.

#### **2. Level II**

a. If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may, within five (5) days of the Level I meeting, file a written grievance with the principal, citing the Article and Section alleged to have been violated and the specific remedy sought.

b. The principal shall review the grievance and, within five (5) days after receipt of the written grievance, transmit a written decision to the grievant.

#### **3. Level III**

a. If the grievant is not satisfied with the disposition of the grievance at Level II, the

grievant may, within five (5) days of the Level II decision, appeal the grievance to the superintendent.

b. The superintendent shall schedule and hold a meeting with the grievant and within five (5) days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting.

4. Level IV

a. If the grievant is not satisfied with the disposition of the grievance at Level III, the grievant may, within five (5) days of the Level III decision, appeal the grievance to the Board.

b. The Board will hear the grievance appeal at its regularly scheduled meeting or a special meeting which has been called for that purpose. The Board shall transmit its written decision to the grievant within five (5) days of the meeting. The decision of the Board shall be final.

D. Right to Representation

The grievant and the administration may each be represented by a person of their own choosing at Levels II, III, and IV of this procedure.

E. General Provisions

1. Decisions rendered at Levels II, III, and IV of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest.

2. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.

3. The necessary form for the filing of grievances shall be available in the offices of each principal and the superintendent. A copy of said form is included at the end of this Article.

4. Copies of official grievances, and all documents, communications, and records dealing with the processing of all grievance will be filed in a separate grievance file and will not be kept in the personnel files of any of the participants.

5. No reprisals shall be taken against the grievant, or other participant in the grievance procedure, by reason of such participation.

6. Failure at any level of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.

7. Failure at any level of this procedure to communicate a written decision within the specified time limits shall permit the grievant to proceed to the next level.



8. All meetings, with the exception of those at Level IV, shall not be conducted in public and shall include only the parties in interest.

9. Time limits at any level may be extended by mutual agreement, and such agreements shall be reduced to writing and placed in the record of that grievance.

10. The Association shall be permitted to file grievances as the "grievant" on alleged violations of the Association Activities Article.



## ARTICLE IV: LEAVES

### Section 1: Sick Leave

A. Each teacher will receive ten (10) days of leave per year, without loss of pay, for personal illness, injury, or pregnancy, or illness or injury in the immediate family. Teachers working on eleven (11) month contracts will receive eleven (11) days per year. Teachers on twelve (12) month contracts will receive twelve (12) days per year. These days shall vest on the first day of the teacher's effective date of employment.

B. The immediate family is defined as father, mother, brother, sister, wife, husband, son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, and all above relationships by step relations.

C. If, after exhausting all sick leave, a teacher is absent from his/her duties due to personal illness, injury, or pregnancy, the teacher shall receive, for a period of not to exceed twenty (20) days, his/her salary, less the amount actually paid a certified substitute teacher if one is hired or normally paid to a certified substitute teacher if one is not hired, for each day utilized.

D. Unused sick leave shall be cumulative to a total of sixty five (65) days. Teachers who have accumulated sixty five (65) days prior to the commencement of the school year will be granted an additional ten (10) days at the beginning of the school year, but unused sick leave may not accumulate in excess of sixty five (65) days at the end of the year. Unused personal business leave, however, may accumulate as sick leave beyond this amount and will be used first in the case of illness.

E. The Board will inform teachers, by November one (1) of each year, of their individual sick leave accumulated as sick leave. If a teacher believes there to be a discrepancy in the amount of accumulation, that teacher must notify the Board of such discrepancy in writing by December one (1).

F. Upon a teacher's retirement from the district, the Board shall report to the Oklahoma Teachers Retirement System all days earned by that teacher, up to a maximum of one hundred and twenty (120) day

### Section 2: Personal Leave

A. Each teacher shall be granted five (5) days of personal leave each year paid by the District. The leave shall be granted upon the request of the teacher, unless doing so on that particular date would work an undue hardship in the building and/or district.

B. At the end of each year, unused personal leave shall be added to the teacher's accumulated personal/sick leave.

Section 3: General Leave

A. Each teacher shall be granted (5) days of general leave each year. Teachers will be charged a full day's pay per day utilized. The leave shall be granted upon request of the teacher, unless doing so on that particular date would work an undue hardship in the building and/or district. Each day used will be reflected in the number of days worked on the Teachers Retirement System. This will cause the percentage of a full year's service to be reduced by the number of days utilized.

Section 4: Bereavement Leave

A. Teachers shall be granted up to five (5) days per year, at no loss in pay, to attend the funeral of a member of the immediate family. Two (2) of these five (5) days may be utilized for a death outside of the immediate family.

B. The immediate family is defined as father, mother, brother, sister, wife, husband, son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, and all above relationships by step relations.

C. In the event of the death of a family member not listed above but considered by the employee to be immediate family, upon approval of the building principal and the superintendent, the employee shall be granted immediate family leave within the five bereavement leave days.

D. With the approval of the building principal and superintendent, teachers may be excused from work on an hourly basis, at no loss in pay, to serve as pall bearers or take part in burial rites.

Section 5: Professional Leave

A. Upon application to, and approval of, the principal and superintendent, teachers may leave, at no loss in pay, to attend professional meetings, workshops, or conferences.

B. When required by the administration to attend professional meetings, workshops, or conferences, the district shall pay the teacher's normal travel expenses and registration fees, in addition to the teacher's normal pay.

C. Upon application to, and approval of the date requested, the principal and superintendent, teachers may receive one day of professional leave to be taken for National Board Certification Training.

Section 6: Legal Process Leave

Teachers shall be granted leave, with pay, to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding.

Section 7: Sick Leave Bank

A. If, after exhausting all sick leave, a teacher is absent from his/her duties due to personal accidental injury, illness, or pregnancy, the teacher shall receive, for a period of not to exceed twenty (20) days, his/her full contract salary, less the amount:

- (1) actually paid a certified substitute teacher for his/her position if a certified substitute teacher is hired; or
- (2) normally paid to a certified substitute teacher for his/her position if a certified substitute teacher is not hired.

B. If, after exhausting the period of time in A. above, a teacher is absent due to personal catastrophic illness or injury, documented as such by a physician, the teacher shall be entitled to receive days from the Sick Leave Bank that have been donated by other teachers in accordance with the following procedures:

- (1) Each teacher in the district may initially donate up to one (1) day to the teacher drawing from the Bank. Should additional days be needed, each teacher may donate one (1) additional day.
- (2) The teacher drawing from the Bank may do so for a period of time up to the end of the current school year.
- (3) A teacher drawing from the Bank, and desiring to return to the ensuing year, must file a request by March 1. If no such request is filed by that date, the teacher will be deemed to have resigned his/her position, effective at the end of the current contract year.
- (4) Donated sick leave will be paid at the daily rate of the done, not the donor. The sick leave received by the done will be designated as donated sick leave and will be maintained separately from all other sick leave balances.
- (5) Donated sick leave not used by the done during an occurrence as determined by the Board shall be returned to the donating employee. The donated sick leave remaining will be divided among the donors on a prorated basis based on its original donated value, returned at its original donor value and reinstated to the annual leave balance of each donor.
- (6) The maximum total number of days that may be received as donations by any employee is one hundred (100) during his/her total District employment. An employee shall not be determined to be eligible for donations more than once during his or her term of employment by the District. Donations may be made only during the academic year (July 1 – June 30) in which the employee is determined to be eligible to receive donations.
- (7) Any contribution of sick leave by one employee to another is strictly voluntary. No

employee shall be coerced, threatened, intimidated or financially induced into donating sick leave under this policy. Each contribution of sick leave must be confirmed in writing by the donor to the office of the Superintendent.

C. In order to utilize the leave provided in A. and B. Above, a teacher must provide the superintendent with a statement from a licensed physician, certifying that the teacher is physically and/or mentally unable to adequately perform the teacher's regular assignment.

#### Section 8: Family and Medical Leave

Teachers shall receive Family and Medical Leave as required by Federal Law.

#### Section 9: Leave of Absence

A. Leaves of absence may be granted by the Board of Education upon recommendation of the superintendent of schools. Leave may be granted for the remainder of the current school year or for a maximum of one full school year (August-May). All requests for leaves of absence must be made in writing directly to the superintendent of schools. The term of the leave of absence will be recommended at the board meeting and a letter stating the conditions of the leave will be given to the teacher with a copy being filed in the office of the superintendent. The duration of involuntary leave such as personal illness or military service can be given special consideration.

B. The Board of Education, in granting a leave of absence to a teacher, signifies its intention to reemploy him or her at the end of the leave period provided: (1) There is an existing vacancy for which he or she is qualified; and (2) The teacher complies with all requirements for re-employment.

C. The teacher who has been granted a leave of absence must contact the superintendent of schools in writing by April 1, if he/she desires to be reinstated for the ensuing year or if he/she chooses to resign.

D. While under approved leave, the teacher is eligible to continue under the district's group hospitalization insurance program provided the premium is paid by the teacher during the leave period and approval of the insurance company has been obtained. The participation will terminate on April 1, should the teacher not choose to return to teaching the following year.

#### Section 10: District "Play-off" Leave

Each teacher shall be granted one (1) day of leave per school year, without the loss of pay, to attend an OSSAA playoff event to include the district FFA competition in which their child is an active participant. The teacher shall request "Play-off" leave from the principal, who may grant the leave, unless doing so on that particular date would work an undue hardship in the building and/or district.

## ARTICLE V: ASSOCIATION ACTIVITIES

### Section 1: Information Distribution

The Association shall be permitted to distribute information related to the official business of the Association by placing such material in the individual school mail boxes of teachers and on a designated bulletin board at each school.

Such material shall not suggest, urge, or propose any action by a teacher to violate, ignore, or resist any terms of this Agreement, administrative regulation, or policy.

Political campaign material other than that directly related to the Association may not be distributed or posted by the Association.

### Section 2: Use of Facilities

After scheduling with the superintendent, principal, or designee, the Association may use school facilities for meetings of the Association. Such meetings may only be held if they do not interfere with other scheduled activities of the district, and may only occur outside the teacher work day. If such meetings cause the district to incur any additional costs, including but not limited to, overtime pay for custodial staff, utility expenses, or additional security, the Association agrees to reimburse the district for said cost.

### Section 3: Availability of Information

The Board shall make available to the Association, upon written request, any public information necessary for administering this Agreement. The Association shall reimburse the district for research, compilation, and duplication of such material, in accordance with Board policy.

### Section 4: Association Leave

A. Upon application to, and approval of, the principal and superintendent, the Association may be granted leave to conduct official Association business.

B. The Association may be granted a maximum of ten (10) days per school year for the official Association business. For each day of such leave granted, the Association shall reimburse the district for the cost of a certified substitute teacher.

## ARTICLE VI: COMPENSATION

### Section 1: Fringe Benefits - Flexible Benefit Allowance

#### **TEACHERS:**

##### **District Payment:**

Beginning with the 2004-2005 school year, each certified teacher who does not participate in the District's Health Plan shall receive one hundred ten dollars (\$110.00) per month in the form of a district flexible benefit allowance (DFBA). The district will apply the DFBA toward any allowable District Section 125 Cafeteria Plan, or the employee may elect to receive the DFBA in cash through the form of their regular monthly paycheck. Teachers whose employment is terminated during the school year shall have no right to receive any cash compensation for the portion of the school year after the teacher's termination.

**State Payment:**

Beginning with the 2004-2005 school year, each full-time teacher who participates in the District's Health Plan shall receive up to the full amount as provided by the State in the form of a Flexible Benefit Allowance (FBA) paid by the State of Oklahoma. The District will apply the FBA toward the total premium cost of the District's Health Plan.

Teachers who choose not to participate in the District's Health Plan shall receive sixty-nine dollars and seventy-one cents (\$69.71) per month (paid by the State) in cash through the form of their regular monthly paycheck.

Teachers whose employment is terminated during the school year shall have no right to receive any cash compensation for the portion of the school year after the teacher's termination. \*Part-time teachers shall receive the benefit allowed by law.

\*Benefits for part time teachers are dependent upon State Department of Education determination of eligibility.



## Extra Duty

COACHES – HIGH SCHOOL	MINIMUM	MAXIMUM
<b>Athletic Trainer</b>	\$1,100.00	\$1,100.00
<b>Baseball</b>		
Head	\$ 900.00	\$3,500.00
Assistants	\$ 900.00	\$2,500.00
<b>Basketball (Boys &amp; Girls)</b>		
Head	\$3,000.00	\$8,000.00
Assistants	\$1,900.00	\$3,500.00
<b>Cheerleading</b>	\$ 500.00	\$2,000.00
<b>Football</b>		
Head	\$3,000.00	\$8,000.00
Def/Off Coordinator	\$2,000.00	\$5,000.00
Assistants	\$1,900.00	\$3,500.00
Filming/Stats	\$50.00/per event	\$50/per event
<b>Golf (Boys &amp; Girls 9-12)</b>		
Head	\$ 500.00	\$2,500.00
Assistants	\$ 500.00	\$1,000.00
<b>Softball</b>		
Head	\$ 900.00	\$3,500.00
Assistants	\$ 900.00	\$2,500.00
<b>Tennis</b>		
Boys	\$ 500.00	\$2,500.00
Girls	\$ 500.00	\$2,500.00
<b>Track (Boys &amp; Girls)</b>		
Head	\$ 900.00	\$2,500.00
Assistants	\$ 600.00	\$1,250.00
<b>Weights</b>		
Head	\$1,000.00	\$2,000.00
Assistants	\$ 500.00	\$1,000.00
<b>Wrestling</b>		
Head	\$3,000.00	\$8,000.00
Assistants	\$1,900.00	\$3,500.00
<b>Cross Country</b>		
<b>COACHES 9<sup>TH</sup> –MIDDLE SCHOOL</b>	\$1,000.00	\$1,000.00
<b>Basketball (Boys &amp; Girls)</b>		
9 <sup>th</sup>	\$1,000.00	\$2,000.00

8 <sup>th</sup>	\$ 900.00	\$2,000.00
7 <sup>th</sup>	\$ 900.00	\$2,000.00
7 <sup>th</sup> - 8 <sup>th</sup> Assistants	\$ 200.00	\$ 500.00
<b>Cheerleading</b>		
9 <sup>th</sup>	\$ 400.00	\$1,000.00
7 <sup>th</sup> -8 <sup>th</sup>	\$ 300.00	\$1,000.00
<b>Football</b>		
9 <sup>th</sup> Head	\$1,000.00	\$2,000.00
Assistants	\$ 600.00	\$1,300.00
8 <sup>th</sup> Head	\$ 900.00	\$2,000.00
Assistants	\$ 600.00	\$1,300.00
7 <sup>th</sup> Head	\$ 900.00	\$2,000.00
<b>Golf (Boys &amp; Girls, 7<sup>th</sup>-8<sup>th</sup>)</b>	\$ 300.00	\$1,200.00
<b>Track (Boys &amp; Girls)</b>		
9 <sup>th</sup>	\$ 700.00	\$1,200.00
8 <sup>th</sup>	\$ 500.00	\$1,200.00
7 <sup>th</sup>	\$ 500.00	\$1,200.00
<b>Wrestling</b>		
Head	\$ 900.00	\$3,000.00
Assistants	\$ 600.00	\$1,500.00
<b>Softball</b>		
Head	\$ 500.00	\$1,200.00
Assistants	\$ 500.00	\$1,000.00
<b>OTHER EXTRA DUTY</b>		
<b>Annual</b>	\$ 400.00	\$1,000.00
<b>Advanced Placement</b>	\$150.00 per section	\$150.00 per section
<b>Gifted &amp; Talented</b>	\$1,000/bldg	\$1,000/bldg
<b>Graduation</b>	\$ 200.00	\$ 800.00
<b>Head Class Sponsor</b>		
Senior	\$ 300.00	\$ 500.00
Junior	\$ 300.00	\$ 500.00
Sophomore	\$ 300.00	\$ 500.00
Freshman	\$ 300.00	\$ 500.00
<b>Lunch Duty</b>	\$ 400.00	\$ 400.00

<b>Music</b>		
HS Band	\$2,500.00	\$6,000.00
MS Band	\$ 500.00	\$2,500.00
HS Flag Corp	\$ 650.00	\$ 800.00
HS Vocal	\$ 900.00	\$6,000.00
MS Vocal	\$ 500.00	\$2,500.00
<b>Newspaper</b>		
HS	\$ 400.00	\$1,000.00
MS	\$ 350.00	\$1,000.00
<b>Pep Club</b>		
HS Head	\$ 500.00	\$1,000.00
HS Assistant	\$ 300.00	\$ 500.00
MS	\$ 300.00	\$ 750.00
<b>Speech/Debate</b>	\$ 400.00	\$1,500.00
<b>Student Council</b>		
HS	\$ 300.00	\$1,000.00
MS	\$ 200.00	\$ 750.00
<b>Vocational</b>		
Agriculture	\$2,200.00	\$2,200.00
<b>Computer Lab Systems Operator</b>		
HS	\$1,000.00	\$1,000.00
MS	\$1,000.00	\$1,000.00
ES	\$1,000.00	\$1,000.00
<b>Quiz Bowl</b>		
HS	\$ 300.00	\$1,000.00
MS	\$ 300.00	\$1,000.00
<b>Drama</b>		
HS	\$ 400.00	\$1,200.00
MS	\$ 300.00	\$ 750.00

Section 2: Extra Duty

For the 2017-2018 school year, teachers assigned to extra duties shall be compensated in accordance with the 2016-2017 Extra Duty Schedule included at the end of this Article.

Section 3: Salary

Every full time certified teacher and counselor will receive a pay step of \$425.00 that are on step 26 and above for the school year 2017-2018.

For the 2017-2018 school term, the district will modify its procedures for calculating and remitting Oklahoma Teachers Retirement System contributions to conform with the requirements of H.B. 1873 as reflected in the schedule attached at the end of this Article.

Section 4: Retirement Benefit

Upon retirement from the district, with eligibility for benefits from OTRS. The teacher shall be compensated in a one-time stipend at a rate of \$10.00 per day for each unused sick leave day accrued in the Blackwell district. The maximum amount of days allowable will be seventy five (75).

ARTICLE VII. NON-DISCRIMINATION CLAUSE

The Board and the Association agree not to discriminate against any person by reason of their participation or lack of participation in the bargaining process.

ARTICLE VIII. GENERAL PROVISIONS

Section 1: Savings Clause

If any provision of this Agreement shall be found to be contrary to law, it shall be severed from the Agreement, and all other provision or application of the Agreement shall continue in full force and effect. If the parties mutually deem it necessary, they may commence negotiations, within thirty (30) days, to replace the severed provision.

**CERTIFIED SALARY SCHEDULE**

**2017-2018**

EXP.	BA	BA/16	*BA + NBC	MA	MA/16	MA/32	*MA + NBC	ED.D
0	\$31,600	\$31,775	\$32,600	\$32,800	\$32,975	\$33,150	\$33,800	\$34,000
1	\$31,975	\$32,150	\$32,975	\$33,175	\$33,350	\$33,525	\$34,175	\$34,375
2	\$32,350	\$32,525	\$33,350	\$33,550	\$33,725	\$33,900	\$34,550	\$34,750
3	\$32,725	\$32,900	\$33,725	\$33,925	\$34,100	\$34,275	\$34,925	\$35,125
4	\$33,100	\$33,275	\$34,100	\$34,300	\$34,475	\$34,650	\$35,300	\$35,500
5	\$33,500	\$33,675	\$34,500	\$34,700	\$34,875	\$35,050	\$35,700	\$35,900
6	\$33,900	\$34,075	\$34,900	\$35,100	\$35,275	\$35,450	\$36,100	\$36,300
7	\$34,300	\$34,475	\$35,300	\$35,500	\$35,675	\$35,850	\$36,500	\$36,700
8	\$34,700	\$34,875	\$35,700	\$35,900	\$36,075	\$36,250	\$36,900	\$37,100
9	\$35,100	\$35,275	\$36,100	\$36,300	\$36,475	\$36,650	\$37,300	\$37,500
10	\$35,950	\$36,125	\$36,950	\$37,575	\$37,750	\$37,925	\$38,575	\$39,625
11	\$36,375	\$36,550	\$37,375	\$38,000	\$38,175	\$38,350	\$39,000	\$40,050
12	\$36,800	\$36,975	\$37,800	\$38,425	\$38,600	\$38,775	\$39,425	\$40,475
13	\$37,225	\$37,400	\$38,225	\$38,850	\$39,025	\$39,200	\$39,850	\$40,900
14	\$37,650	\$37,825	\$38,650	\$39,275	\$39,450	\$39,625	\$40,275	\$41,325
15	\$38,075	\$38,250	\$39,075	\$39,700	\$39,875	\$40,050	\$40,700	\$41,750
16	\$38,500	\$38,675	\$39,500	\$40,125	\$40,300	\$40,475	\$41,125	\$42,175
17	\$38,925	\$39,100	\$39,925	\$40,550	\$40,725	\$40,900	\$41,550	\$42,600
18	\$39,350	\$39,525	\$40,350	\$40,975	\$41,150	\$41,325	\$41,975	\$43,025
19	\$39,775	\$39,950	\$40,775	\$41,400	\$41,575	\$41,750	\$42,400	\$43,450
20	\$40,200	\$40,375	\$41,200	\$41,825	\$42,000	\$42,175	\$42,825	\$43,875
21	\$40,625	\$40,800	\$41,625	\$42,250	\$42,425	\$42,600	\$43,250	\$44,300
22	\$41,050	\$41,225	\$42,050	\$42,675	\$42,850	\$43,025	\$43,675	\$44,725
23	\$41,475	\$41,650	\$42,475	\$43,100	\$43,275	\$43,450	\$44,100	\$45,150
24	\$41,900	\$42,075	\$42,900	\$43,525	\$43,700	\$43,875	\$44,525	\$45,575
25	\$42,325	\$42,500	\$43,325	\$43,950	\$44,125	\$44,300	\$44,950	\$46,000

**Note: Teachers eligible to receive the National Board Certification bonus shall not be eligible to receive the additional salary increment set forth in this salary schedule under \*BA + NBC or \*MA + NBC**

**\*National Board Certification columns are for teachers who applied for and/or received National Board Certification after 6/30/13.**

## STATE CREDIT OF EMPLOYEE'S CONTRIBUTION

Legislation provides that every teacher employed by a school district or vocational-technical school district, who qualifies for a minimum salary pursuant to the State's minimum salary schedule, shall have a specific amount credited against the employee's contribution to the Teachers Retirement System. Funds have been appropriated to the State Board of Education and the State Board of Vocational Technical Education to pay the State's share of each eligible employees retirement contribution. The amount to be paid by the State for the fiscal (or plan) year beginning July 1, 2017, and ending June 30, 2018, is as follows:

Years of Service	Credit Amount
0	\$ 60.15
1	\$ 103.41
2	\$ 145.65
3	\$ 188.15
4	\$ 233.33
5	\$ 278.76
6	\$ 325.26
7	\$ 372.82
8	\$ 421.44
9	\$ 471.12
10	\$ 521.87
11	\$ 573.67
12	\$ 626.54
13	\$ 680.48
14	\$ 735.47
15	\$ 791.53
16	\$ 848.65
17	\$ 906.83
18	\$ 966.07
19	\$1,026.38
20	\$1,087.75
21	\$1,150.18
22	\$1,213.68
23	\$1,278.23
24	\$1,343.85
25 or more	\$1,410.53

Section 2: Duration Clause

This Agreement represents the full and complete agreements of the parties. This Agreement shall remain in full force and effect and bind the parties until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement. (APPENDIX A)

ADOPTED BY THE BOARD

(DATE) September 6<sup>th</sup>, 2016

IN WITNESS WHEREOF

Stacey Ridenour

BLACKWELL EDUCATION ASSOCIATION  
CO-PRESIDENT

Angie Prince

BLACKWELL BOARD OF EDUCATION  
PRESIDENT

Grace Bonwell

BLACKWELL EDUCATION ASSOCIATION  
CO-PRESIDENT

## APPENDIX A

### PROCEDURAL AGREEMENT

### PROCEDURAL AGREEMENT

#### I. PURPOSE

1.1 The Board of Education of the Blackwell Public Schools and the Blackwell Education Association recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma statutes 05.70.509.1 through 05-70-509.10.

#### II. RECOGNITION

2.1 This Agreement is made and entered into by and between the Blackwell Education Association, hereinafter termed the "Association" and the Board of Education of the Blackwell Public Schools, hereinafter termed the "Board".

2.2 The board hereby recognizes the Association as the exclusive representative for the bargaining unit consisting of all certified and licensed employees, who do not hold supervisory authority with respect to other certificated and licensed employees, of the Blackwell Public Schools. The Board agrees not to recognize any other employee organization as the representative of the members of the bargaining unit.

#### III. SCOPE OF BARGAINING

3.1 The Board and the Association agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.

3.2 The Board retains and reserves unto itself, without limitations, all powers, rights and authority conferred upon and vested in it by State and Federal law, including the right to make policy, rules and regulations which are not inconsistent with the Negotiated Agreements.

3.3 There shall be no negotiations on inherent managerial policy including but not limited to the functions and programs of the District, the determination of the District's budget, the organizational structure of the schools, and the selection of personnel.

#### IV. NEGOTIATIONS PROCEDURES

##### 4.1 Negotiation Teams

4.1.1 The Board and the Association shall each designate in writing, at the first negotiation session, the names of not more than five (5) person who shall serve as their respective representatives for negotiations pursuant to the



provisions of this Agreement. Each party shall also designate the person on its team who will serve as spokesperson.

## **4.2 Opening Negotiations**

4.2.1 Between April 1 and April 30 of each ensuing year, either the Association or the Board shall submit a written request for negotiations to commence to the other party, if it desires there to be negotiations for that year. If no such request is made during the time period above, negotiations will not take place for the ensuing year.

4.2.2. The first negotiations sessions shall occur on a mutually agreeable date not more than thirty (30) days from the date of the written request to open negotiations.

4.2.3 The part requesting negotiations to commence shall submit all of its negotiation proposals at the first session. The other party shall submit all of its negotiation proposals at the second session. Subsequent proposals may only be submitted upon mutual agreement of the parties.

## **4.3 Negotiations Sessions**

4.3.1 Persons proper to be present during negotiation sessions include only the members of the respective negotiation teams, an Association consultant and the Superintendent. Other parties may be permitted to be present only by mutual agreement of the parties.

4.3.2 No recordings or official transcripts shall be made without mutual agreement of the parties. Each party may designate a member of its team to take unofficial notes.

4.3.3 Negotiations will only be conducted in regular negotiation sessions at the times, dates, and places mutually agreed upon by the parties. The time, date, place and agenda of subsequent sessions will be set by mutual agreement of the parties prior to the close of each negotiation session. Negotiation sessions shall last as long as both parties agree to continue.

4.3.4 Negotiation sessions shall be scheduled at times which will not interfere with the teacher work day and the educational programs of the district.

4.3.5 The Board and Association agree to provide each other all public information requested in writing by the other party.

## **4.4 Tentative Agreement**

4.4.1 Both parties agree that it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Association.

4.4.2 When tentative agreement is reached on any item, it shall be reduced to writing, and signed and dated by the spokesperson of each team. When tentative agreement is reached on all items, they shall be submitted first to the membership of the Association for ratification and then to the Board for ratification.

## V. IMPASSE

5.1 If negotiations are not successfully concluded by the first day of school an impasse shall exist. At any earlier time following the initial negotiation session, either party may déclassé an impasse, or mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.

5.2 Within two (2) days of such declaration, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

5.3 If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to fact finding as follows:

5.3.1 A fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Association, and one (1) member shall be selected by the Board, within five (5) days. The third member shall be selected by the first two (2) members as follows: The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will then continue alternately striking names from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.

5.3.2 The committee shall meet with the Board's duly designated representatives and with the Association's representatives for the purpose of fact finding.

5.3.3 Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.

5.3.4 The cost of for the services of the fact finding committee, including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board, the Association shall assume the expenses of the representative selected by the Association, and the expenses of the third member shall be shared equally by the Board and the Association.

5.3.5 The fact finding committee shall have authority to establish procedural rules, conduct investigations, and hold hearings during which each party shall be given an opportunity to present its case with supporting evidence.

5.3.6 All hearings by the fact finding committee shall be conducted in closed session.

5.3.7 The chairperson shall convene the committee for fact finding. The committee shall meet with the representatives of both parties and, within twenty (20) days after the fact finding the Association. The report shall set forth findings of fact and recommendations on the issues submitted.

5.3.8 If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet within

seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of written statements, as provided for by this section, either party may discontinue such effort.

5.3.9 The Board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and upon ratification such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

## VI. SAVINGS CLAUSE

7.1 This Agreement shall continue in effect for successive fiscal year periods unless notice is given, in writing, between January 1 and January 31 of any year, by either party, that the party desires to modify, amend or terminate this Agreement. Once such notice is given, negotiations related to changes in this Agreement shall commence on a mutually agreeable date within thirty (30) days of such notice.

7.2 In the event that the Association disbands or otherwise ceases to be the recognized bargaining agent, this Agreement shall be null and void on that date of such disbanding or cessation of representation.

Adopted Jan 10, 1994

David R. Ruse  
President of the Board

Nita Lussac - Woods Faust  
President of the Association