



Special Meeting of the Board of Education
Board Room, Administration Building, 900 W Choctaw Ave, Chickasha, Oklahoma 73018
Monday, July 18, 2022 at 8:00 AM

If participation at any Board of Education meeting is not possible due to a disability, notification to the Board Clerk at least 24 hours prior to scheduled meeting is encouraged to make the necessary accommodations. The Board of Education may discuss, make motions, vote to approve, vote to disapprove, vote to revise or amend, vote to table, or decide not to discuss any item on the agenda. Except for items one through three, any agenda item may be considered and acted on in any order.

Wearing a mask is optional for all patrons.

You can view board meeting live by going to the Chickasha Public Schools website and clicking on the link provided: <https://www.youtube.com/channel/UCBKlST0nRRawummdv0cpTHA>

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Discussion and possible action regarding Procedural Agreement with Chickasha Organization of Professional Administrators
Rick Croslin
5. Discussion and possible action regarding proposed Executive Session to discuss the employment of a Middle School Principal; Executive Session Authority: Okla. Stat. Tit. 25, 307(B)(1)
6. Acknowledge return to open session and executive session compliance statement
7. Discussion and possible action regarding the hiring of the Chickasha Middle School Principal
8. Motion to Adjourn

This agenda was posted at 3:00 p.m. on the 14th day of July 2022, on the east and west doors of the Administration Building, Chickasha Public Schools, 900 W. Choctaw, Chickasha, Ok. and emailed to the concerned public. Notice of the meeting was given to the Grady County Clerk at 3:23 p.m. on the 12th day of July 2022

Rochelle Bowens
Board Clerk

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
July 18, 2022

TOPIC: Procedural Agreement with Chickasha Organization of Professional Administrators

ADMINISTRATIVE RECOMMENDATION: Approval of the agreement

RATIONALE FOR RECOMMENDATION: In fulfilling legal requirements for establishing negotiations with a recognized organization a procedural agreement must be developed and approved. Representatives from COPA and CPS met in June 2022 and developed a procedural agreement as in accordance with law. Upon approval of this agreement, negotiations for the upcoming school year will commence between both parties.

FISCAL NOTE: None at this time

OPTIONS:

1. Approve the agreement.
2. Not approve the agreement.
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent

Implemented: April 2020

PROCEDURAL AGREEMENT

Between

Chickasha Board of Education and Chickasha Organization of Professional Administrators

I. PURPOSE

The Board of Education of the Chickasha Public Schools and the Chickasha Organization of Professional Administrators recognize the need for an orderly process of communication of administering employer/employee relations which conforms to Oklahoma Statutes, Title 70-509.1 et seq.

I. RECOGNITION

This Agreement is made and entered into by and between the Chickasha Organization of Professional Administrators, hereinafter termed the "Organization", and the Board of Education of the Chickasha Public Schools, hereinafter termed the "Board".

The Board hereby recognizes the Organization as the exclusive representative for the bargaining unit consisting of all employees who are employed and certified as principals and assistant principals and who have responsibilities for the supervision of classroom teachers of the Chickasha Public Schools. The Board agrees not to bargain with any individual member of the bargaining unit for the duration of this Agreement. Further, no individual member of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative.

The Board and/or the Organization shall not discriminate against any person regardless of membership or non-membership in the Organization or for participation or non-participation in any phase of the bargaining process.

II. SCOPE OF BARGAINING

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

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 and rules, and regulations.

The Board and Organization agree that no negotiations will occur on any duty or responsibility reserved to the Board by statute or applicable court decision. This includes the function and programs of the district, the establishment of the district's budget, the organizational structure of the schools and the selection of personnel.

Negotiation may occur on areas or items outside the scope of wages, hours, fringe benefits, and other terms and conditions of employment upon mutual agreement of the parties.

III. NEGOTIATIONS PROCEDURES

The Board and the Organization shall each designate the names of not more than six (6) persons 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. Alternates may be designated; however, alternates will attend meetings only when serving in the place of a regular team member or by mutual agreement of the parties.

IV. OPENING NEGOTIATIONS

By the May Board meeting of each ensuing year, either the Organization or the Board shall submit a written request for negotiations to commence to the other party if they desire there to be negotiation for that year. If no such request is made, negotiations will not take place for the ensuing year.

The first negotiations session shall occur on a mutually agreeable date no later than sixty (60) days after the written request is presented unless another date is mutually agreed upon by both parties.

Both parties should submit proposals for negotiations at the first session. Additional proposals to cover unforeseen situations may be submitted after the first session by mutual agreement.

V. NEGOTIATION SESSIONS

Negotiations will be conducted between the representatives of the parties and only in regular negotiations sessions at the time, dates and places mutually agreed upon by the parties. Scheduling of subsequent sessions will be made prior to the close of each current negotiation session. Such scheduling will reflect times and places mutually acceptable to the spokesperson of the respective parties.

No recordings or official transcripts shall be kept without mutual agreement of the parties. Other meeting ground rules shall be set by mutual agreement at the table. During meeting each party is free to caucus at any time. Bargaining will be conducted in closed sessions.

VI. TENTATIVE AGREEMENT

Both parties agree 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 Organization.

When tentative agreement is reached on any item, it shall be reached on all items, the package of agreements shall be submitted first to the membership of the Organization for ratification and then to the Board for ratification.

Parties recognize that it is their responsibility to provide rationale for any items upon which they can't reach agreement.

VII. IMPASSE

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

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

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

- A. Fact finding committee consisting of three members shall be formed. One member shall be selected by the Organization and one member shall be selected by the Board, within five (5) days of the declaration of impasse or the conclusion of an unsuccessful mediation. These two members will notify the State Superintendent of Public Instruction that a fact-finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties. If the representative of the Board and the representative of the Organization cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives of the parties shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as chairperson of the fact-finding committee.

Within five (5) days after the selection of the chairperson, the representatives of the parties shall meet to exchange written language of each item at impasse. The exchanged document 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 negotiation team.

The cost for the services of the fact finding committee, including the 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 Organization shall assume the expenses of the representative selected by the Organization, and the expenses of the third member shall be shared equally by the Board and the Organization.

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

The chairperson shall convene the committee for fact finding. The committee shall meet with representatives of both parties and within twenty (20) days after the fact-finding hearing, shall present its written recommendations to the Board and the Organization. The report shall set forth finding of fact and recommendations on the issues submitted. 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 Organization. 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 action, either party may discontinue such effort.

The local 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 such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful the local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the

effective date of implementation. A copy of this report shall be provided to the Organization at the same time it is forwarded to the State Superintendent.

The procedure provided herein for resolving impasses shall be the exclusive recourse of the Organization.

It shall be illegal for the Organization to strike or threaten to strike as a means of resolving differences with the Board. Any member of the Organization engaging in a strike shall be denied the full amount of his/her wages during the period of such violation. If the Organization or its members engage in a strike, then the Organization shall cease to be recognized as representative of the unit and the school district shall be relieved of the duty to negotiate with such organization or its representatives, as prescribed and outline in Oklahoma Statutes 70.509.8

VIII. SAVINGS CLAUSE

The Board and the Organization agree to abide by all applicable statutes, rules and regulations, and decisions of courts of competent jurisdiction. Should any part of this Agreement be affected or declared illegal by Oklahoma statutes, court of competent jurisdiction, or the Attorney General, said part shall automatically deleted from this agreement to the extent that it is affected, or violated the law.

The remaining provisions shall remain in full force and effect for the duration of the Agreement. Negotiation shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

IX. DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by the Board and the Organization. The Agreement shall be effective for the period of one (1) fiscal year and shall be renewed automatically without modification unless the parties negotiate to modify, amend or terminate this agreement. Notice shall be given in writing, between January 1 and March 1 of any year, by either party, if the party desires to modify or amend this Agreement.

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

ADOPTED: July 11, 2022

PRESIDENT OF THE BOARD