

MASTER CONTRACT  
BETWEEN THE  
CHICKASHA ORGANIZATION  
OF  
PROFESSIONAL ADMINISTRATORS  
AND THE  
Chickasha Board of Education  
2022-2023

## -Table of Contents

### Contents

Purpose.....	4
Definitions.....	4
1 Exclusive Rights .....	4
2 Association Use of School Facilities .....	4
3 Association Use Of Duplicating Machines, Copy Machines And Audiovisual Equipment.....	4
4 Association Use Of School Mail And E-Mail .....	4
5 Association Use Of Bulletin Boards .....	4
6 Non-Discrimination Statement .....	4
7 Savings Clause .....	4
8 Work Related Disability .....	5
9 Procedural Agreement .....	5
10 Master Contract Copy .....	5
11 Notification Of Assignment.....	5
12 Transfer And Reassignment.....	5
13 Step Increase .....	5
14 Notice Of Vacancies involuntary Transfer .....	5
15 Involuntary Transfer .....	5
16 Administrator Personnel File .....	6
17 Committee Representation.....	6
18 Right To Representation .....	6
19 Right To Representation At Board Meetings.....	6
20 Dignity .....	7
21 Payday.....	7
22 Direct Deposit .....	7
23 Payroll Deductions.....	7
24 COPA Dues.....	7
25 Reimbursement For Use Of Personal Automobile & Cell Phone.....	7
26 School Event Passes.....	8
27 Calendar .....	8

28	Sick Leave.....	8
29	Professional Leave.....	9
30	Emergency Leave.....	9
31	Bereavement Leave.....	9
32	Personal Business Leave.....	9
33	Legal Leave.....	10
34	Parental Leave.....	10
35	Military Leave.....	10
36	Notification Of Leave Accumulation.....	11
37	Grievance Procedure.....	11
38	Evaluation Policy Statement.....	13
39	Evaluation Procedure.....	13
40	Retirement Contribution.....	13
41	Hospitalization Insurance.....	13
42	Terms Of Agreement/Signatures.....	13
	Appendix A Pay Scale.....	14
	Appendix B Leave Request.....	15
	Appendix C Procedural Agreement.....	16
	PROCEDURAL AGREEMENT.....	16
	Between.....	16
	Chickasha Board of Education and Chickasha Organization of Professional Administrators ....	16
	I.    PURPOSE.....	16
	RECOGNITION.....	16
	SCOPE OF BARGAINING.....	16
	NEGOTIATIONS PROCEDURES.....	16
	OPENING NEGOTIATIONS.....	16
	NEGOTIATION SESSIONS.....	17
	TENTATIVE AGREEMENT.....	17
	IMPASSE.....	17
	SAVINGS CLAUSE.....	18
	DURATION OF AGREEMENT.....	18

## Purpose

This negotiated agreement is the master contract of all items currently agreed upon by the Chickasha Organization of Professional Administrators, the exclusive bargaining representative for all employees who are employed and certified as principals and assistant principals and who have responsibilities for the supervision of classroom teachers at Chickasha Public Schools and the Board of Education of Chickasha Public Schools. Should a grievance be filed alleging misapplication of this contract, parties involved in settling the grievances will use the applicable language of this master contract.

## Definitions

*Seniority* – Continuous, contracted employment as an administrator, counted from the date of school board approved hire in an administrative position. If two or more administrators are hired at the same board meeting, it will then be based on the date of recommendation for hire..

*Normal Attrition* - This is the reduction of certified personnel in the system due to voluntary resignation and retirement.

### 1 Exclusive Rights

1.1 The rights granted herein to the Association that are not contrary to the statutory rights of any pupil, patron or administrative employee shall not be granted to any competing association.

### 2 Association Use of School Facilities

2.1 Upon approval of the superintendent or his/her designee, the Association may use school facilities for meetings of the general membership and/or Association committees as designated by the Association president.

### 3 Association Use Of Duplicating Machines, Copy Machines And Audiovisual Equipment

3.1 After approval by the superintendent or his/her designee, the Association shall be permitted to use the duplicating machines, copy machines, and audiovisual equipment. A use charge may be mutually agreed upon by the superintendent and the Association president.

### 4 Association Use Of School Mail And E-Mail

4.1 The Association will be allowed to distribute information through the school mail system and computer e-mail system after such information has been approved for distribution by the superintendent or his/her designee.

### 5 Association Use Of Bulletin Boards

5.1 The Association will be permitted to use bulletin board space in each administrator's workroom/lounge for posting of materials, provided such materials have been approved by the superintendent or his/her designee prior to the posting.

### 6 Non-Discrimination Statement

6.1 The Chickasha Public School District is an equal opportunity employer, and will abide by applicable laws dealing with discrimination.

### 7 Savings Clause

7.1 Should any part of this agreement be declared invalid by statute or a court of final jurisdiction, said part shall be automatically deleted from the agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the agreement if not affected by the deleted parts. Upon receipt of notification of the final court action, the Board and the Association shall commence negotiations within thirty (30)

calendar days for the purpose of arriving at a legally permissible replacement for the deleted part. If a change in statute or court of last resort results in increased or improved benefit(s) to the certified employees, the change will be incorporated.

## 8 Work Related Disability

8.1 The Board will provide Worker's Compensation coverage to Administrators employed by Chickasha Public Schools who are injured while performing assigned duties. Said coverage will be based on the Comp Source Oklahoma Plan. The Board will also abide by appropriate School Law dealing with "Injuries sustained by school personnel in performance of duties continued payment of contract salary."

## 9 Procedural Agreement

9.1 The procedural Agreement for Negotiations shall be attached to this contract for informational purposes only.

## 10 Master Contract Copy

10.1 The Board and Association agree to place the final contract on the District website so all interested parties will have access to the contract.

## 11 Notification Of Assignment

11.1 The Board of Education agrees to notify administrators of their tentative assignment for the following school year. Such notification shall be made prior to June 30th.

## 12 Transfer And Reassignment

12.1 During a period of District Reorganization, the administrative staff involved in the reorganization will complete a form designating their top three (3) preferences. These preferences will be considered along with certification, seniority within this school district, and the overall good of the District in the filling of positions.

## 13 Step Increase

13.1 Each step in the salary schedule is equal to one year of experience as an administrator.

## 14 Notice Of Vacancies involuntary Transfer

14.1 The Superintendent or designee shall cause notice of vacancies for any professional administrative position officially vacated by Board action, except the position of Superintendent of Schools, to be posted on the faculty bulletin board at each school and on the District's Web-site by Friday of the week the vacancy occurs. Exceptional cases occurring during vacation periods can be approved with the agreement of a quorum of the COPA Leadership Team and district administration. Any new positions, including supervisory positions, shall be posted in like manner. Members of the faculty contemplating a request for a transfer shall notify the Superintendent, in writing, within five (5) working days after the vacancy is posted. This notification shall include the applicant's academic qualifications for the position and the reason for the request. Before any vacancies are filled, the administrator expressing an interest in the position shall be interviewed by the Superintendent or his/her designee after it has been determined that the person is fully qualified (Standard certification or verification from a certification official stating the date by which the applicant is expected to meet qualifications for standard certification.) If the administrator does not receive the requested transfer, he/she may request a meeting with the Superintendent to discuss the matter.

## 15 Involuntary Transfer

15.1 If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, every effort will be made to fill the vacancy with an Administrator who has appropriate certification state mandated credentials. A meeting will be held between the administrator involved and the superintendent. At this time written reasons for making the transfer will be presented to the administrator. If the administrator objects to the transfer, reasons for

the objection will be written to the superintendent. According to state standards, also with consideration to certification, seniority within this school district and the overall good of the district **shall be considered** in filling of positions.

15.2 When changing positions involuntarily, the employee will be given credit for years of service on the appropriate salary schedule of the new position. A transfer based on administrative evaluation could be an exception to this policy.

## 16 Administrator Personnel File

16.1 The District shall maintain one (1) personnel file for each administrator. This file shall be kept in the Central Administration Office.

16.2 The personnel file may contain the following: (a) evaluations and responses, (b) annual administrative contracts, (c) teaching certificates, (d) letters of commendations, (e) letters of **expectation criticism**, (f) official personnel action documents, including letter(s) of reprimand and/or admonishment, (g) official transcripts and resumes, and (h) other materials mutually agreed upon.

16.3 If the administrator is not given a copy of the material dealing with performance of professional services at the time it is prepared, a copy of such material will be sent to the administrator at the time of its inclusion in the personnel file, not to exceed ten (10) working days. Upon receipt of said material the administrator will have ten (10) working days to respond in writing to the material to which it refers.

16.4 Said certified employee shall have the right to review the contents of his/her personnel file at all times when the Central Administration Office is open to conduct business.

16.5 Any material over one (1) year old may be removed from the administrator's file by mutual agreement between the administrator and the superintendent.

## 17 Committee Representation

17.1 The Association will be permitted to have one member representing the Association on each committee, requiring or utilizing, administrator participation. The board/designee will select this member.

## 18 Right To Representation

18.1 Administrators are entitled to have ~~another person~~ **a representative of their choice** present during a scheduled conference with a supervisor. **The nature of the meeting should be disclosed in writing at the time the meeting is scheduled if it is a meeting for disciplinary action of any kind. Notice of representation should be disclosed prior to the meeting.** If, during a conference between an administrator and one of their supervisors, either the administrator or the supervisor feels that it would be in his/her best interest to have another person present, he/she may adjourn the conference and it shall be rescheduled when the other person may be present.

## 19 Right To Representation At Board Meetings

19.1 The Association has the right to representation at Board meetings either informally, by asking to address the Board in the time provided for visitors on the printed agenda; or formally, by requesting to have a particular item placed on the agenda, following the process specified in Board Policy. The COPA president or his/her designee will **have access to the board meeting information on Assemble,** ~~in order to view the board agenda able to pick up a Board meeting information packet prior to the time the Board offices close on the day of the Board meeting.~~Conferences

19.2 Conferences deemed necessary shall be arranged by the superintendent or his/her designee after consultation with the administrator involved. Such conferences will be held during the administrator's work day whenever possible.

## 20 Dignity

20.1 While individual behavior cannot be negotiated or set into policy, it is nevertheless the desire of both the Board and the Administrators of the Chickasha School District to state herein that they intend to treat each other with civility, dignity, and respect.

20.2 Administrators and teachers agree to make every effort to ensure that this message is conveyed not only to each other, but to the students and parents within the district, so that civility, dignity, and respect will be reciprocated as it is given. By so doing the district is working toward its goals of strengthening community relations and improving the quality of education in Chickasha.

## 21 Payday

**21.1** For the 2014-15 school year supervisors **Administrators** shall be paid on the 15<sup>th</sup> of September and on the 15<sup>th</sup> of each month. for the remainder of the contract period unless they are classified as twelve month employees. Twelve month employees will be paid on the 15th of each month. ***Administrators will be paid on the last work day prior to the 15th if it falls on a holiday or weekend.***

## 22 Direct Deposit

22.1 **Direct deposit will be utilized by the district.** Administrators will be able to access direct deposit. for this contract year. Any administrator accessing direct deposit will have their June, July and August checks will be deposited at the same time of the month as the other checks.

## 23 Payroll Deductions

23.1 In addition to those deductions required by state and federal law each employee may, upon written authorization, initiate the following payroll deductions:

1. Educators Credit Union/Focus Credit Union
2. ~~United Teaching Profession dues.~~
3. Chickasha Organization of Professional Administrators
4. Political Action Committee contribution.
5. Annuities.
6. School approved insurance programs.
7. Other tax sheltered programs may be added based on approval of the Board and the availability of computer slots

23.2 Payroll deductions are subject to the following procedures and limitations. All requests for payroll deductions shall be in writing or by e-mail.

## 24 COPA Dues

24.1 C.O.P.A. dues of the authorized amount will be payroll deducted on the next appropriate pay date after authorization for this deduction has been received from the affected employee. ~~COPA will be reimbursed by CUTA for the dues administrators have paid if paid to CUTA.~~

24.2 Deduction form - see appendix

## 25 Reimbursement For Use Of Personal Automobile & Cell Phone

25.1 In the event that an administrator is required by the superintendent to use his/her personal vehicle for out-of-town school business, the administrator will be reimbursed according to board policy. All Principals/Assistant Principals will receive a \$600 car allowance. The transportation allowance will be allocated into the administrator's regular salary.

25.2 Administrators will receive a \$35 (taxable)/monthly allowance for cost associated with personal cell phone.

## 26 School Event Passes

26.1 Passes shall be made available to administrators. These passes shall be valid for all local school events and will admit the holder and his/her immediate family and shall be non-transferable. This shall not apply to special fund raising activities.

## 27 Calendar

27.1 The Board will consult with COPA or their representatives before they adopt a school calendar for the next school year. A copy of the calendar will be included in the contract and any variations shall be handled in a similar manner.

## 28 Sick Leave

28.1 Each administrator will be granted one (1) day of sick leave for each month employed each year. The days will be granted at the beginning of each school year. Unused sick leave will accumulate to a total of one hundred twenty (120) days.

28.2 Sick leave may be used for personal accidental injury, illness or pregnancy or accidental injury or illness of the administrator's immediate family. "Immediate family" shall include spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunts, uncles, grandparents and grandchildren of employee or employee's spouse. Immediate family shall also include a person living in the administrator's home who is part of the family.

28.3 In case of extended illness or disability, after all accumulated sick leave has been exhausted, an administrator absent from his or her duties due to personal injury, illness or pregnancy may request Sick Leave Sharing as outlined in Board Policy. ~~shall receive for a period not to exceed twenty (20) days his or her full contract salary less the amount:~~

~~a. Actually paid a certified substitute for his or her position if a certified substitute is hired; or~~

~~b. Normally paid a certified substitute for his or her position if a certified substitute is not hired.~~

28.4 After this time, an administrator will be placed on leave without pay until the end of the contract period, or until the administrator recovers sufficiently to perform regular duties and returns to work. When an administrator is placed on an unpaid leave of absence due to illness, provisions shall be made whereby the administrator can arrange payment for professional organization dues and insurance programs if there is no conflict with the provisions of the insurance policies.

28.5 Upon retirement or leaving the school district, administrators will be paid \$20.00 per day for unused sick leave accumulated while employed at Chickasha Public Schools, if the administrator notifies the district by ~~April~~ **May** 25th or his/her plan to leave the district. If notification is received after ~~April~~ **May** 25th, \$10.00 per day for unused sick leave accumulated while employed at Chickasha Public Schools will be paid to that administrator.

28.6 Days earned from another school district will be used first before days earned in Chickasha Public Schools.



## 29 Professional Leave

29.1 ~~One day of~~ Requests for professional leave shall be granted to each administrator per year ~~cumulative to three (3)~~, to be used for the purpose of visiting another school or attending a workshop that the superintendent or his/her designee has determined would benefit the administrator's instructional program. Such leave must be requested at least three (3) school days in advance and be approved by the superintendent or his/her designee. Unless previously excused by the administration, administrators granted professional leave must provide to the superintendent **or his/her designee**, within three (3) days of returning to school, verification of attendance at the approved out-of-school visit or workshop. Failure to provide such verification within three (3) days of return to school could result in forfeiture of all accumulated professional leave.

## 30 Emergency Leave

30.1 Each administrator will be granted ~~three (3)~~ **five (5)** days paid emergency leave each school year. Emergency leave may be taken upon the approval of the superintendent or his/her designee for emergency situations such as, but not limited to:

- 30.1.1 Incidents or circumstances which result in significant damage by unexpected acts or forces.
- 30.1.2 Illness or injury presenting a substantial likelihood of loss of life limb, or significant bodily harm to members of the certified employee's immediate family **as defined in "Sick Leave"**.
- 30.1.3 Inclement weather.**
- 30.1.4 If a request for emergency leave is denied the administrator may ask for the decision to be reviewed by the superintendent.

## 31 Bereavement Leave

31.1 Each administrator will be granted bereavement leave in each instance of the death of a member of the administrator's ~~immediate family~~ **relatives: spouse, child, mother, father, bother, sister, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step child, parent, step parent, sibling, grandchild, or grandparent of the employee or the employee's spouse or a person living in the employee's home who is part of the family. Bereavement leave must be approved by the employee's supervisor. Bereavement leave is not cumulative, and employees shall not be compensated for such leave if not used.**

**Within the State      4 school days**

**Outside the State    6 school days**

**May use 1 day for someone outside the family.**

**10 days - spouse/immediate children**

- ~~32.1 One of these days granted must be the day the burial service is held. These days will be in addition to days allowed in the Sick Leave Policy.~~
- ~~32.2 Administrators may use one day of bereavement leave each year to attend funeral services of a person who is not a family member but attendance is justified by the administrator.~~
- ~~32.3 In the case of a loss of a child, if all sick leave has been exhausted, the parent will be allowed ten bereavement days for that death.~~

## 32 Personal Business Leave

32.1 The Board shall provide three (3) days personal leave to each administrative employee each year. Personal business leave may be used for personal business matters, such as: personal legal, household and/or

business that must be conducted during normal school hours. Except in cases of emergency, personal business leave shall not be the first or last week of school, immediately preceding or following a holiday period, or during nine weeks or semester exams.

32.2 Unused personal business leave will be transferred to sick leave at the end of each school year. The explanation area on the Leave Request form has been modified to include an explanation of the reason for the personal business leave. The purpose of this is to aid the superintendent in categorizing the leave being requested. Leave request form see appendix

### 33 Legal Leave

33.1 Administrators employed by Chickasha Public Schools shall be granted leave for jury duty or for service as a witness subpoenaed in a criminal, civil or juvenile proceeding and shall pay the administrator during such service the full contract salary.

~~34.1 Any money paid to the administrator for jury duty, excluding mileage may be required to be paid to the District by the administrator. However, this payment to the District will not be required to be paid to the District if upon completion of his/her legal responsibilities for the day, the administrator contacts his/her superintendent and is advised that his/her services are not needed for the remainder of the day.~~

33.2 A building administrator required to make a school related court appearance during the summer outside the days of their regular contract will be allowed to deduct that time from their contracted days during the succeeding contract year. The court appearance should be pre-approved by the superintendent in order for replacement time to occur. A copy of the subpoena will be turned into the superintendent. The replacement time must be mutually approved by the immediate supervisor and shouldn't be taken on days that students are in regular school session.

### 34 Parental Leave

34.1 Upon approval by the Board of Education, administrators shall be granted an unpaid leave of absence of up to twelve (12) weeks for the purpose of child care or child rearing. While on parental leave, other leave allowances will not accrue or diminish. Provisions may be made whereby the administrator on parental leave may arrange payments of professional organization dues and insurance program premiums as long as there is no conflict in the provisions of the insurance policy.

34.2 Notification of return from parental leave shall be filed with the superintendent on or before April 1. Any administrator who fails to file a notification of return terminates his/her affiliation with the Board of Education at the expiration of his/her leave of absence. Administrators returning from parental leave shall be assigned to the school and/or department from which his/her leave of absence was granted, if an appropriate vacancy exists.

34.3 Administrators returning from parental leave will be reinstated at the appropriate position on the salary schedule and at the same status of tenure that he/she qualified for at the time the leave began. This leave will run concurrent with the Family Medical Leave Act if it is Family Medical Leave applicable.

### 35 Military Leave

35.1 The Board agrees to abide by current State and Federal laws dealing with leave for military personnel.

## 36 Notification Of Leave Accumulation

36.1 Leave accumulation can be found on the district's employee portal. The Board agrees to include the number of accumulated leave days as of July 1, of that year as a part of the administrator's individual contract.

## 37 Grievance Procedure

### 37.1 Definitions

- 37.1.1 A "grievance" is a complaint by an administrator that there has been a violation, misinterpretation, or misapplication of the provisions of this agreement.
- 37.1.2 The term "grievant" shall mean the person or persons making the complaint.
- 37.1.3 The term "days" shall mean working days of the administrator. Outside of the contract year of the administrator, "days" shall mean the working days of the supervisor involved at the level that the grievance is being processed.
- 37.1.4 Parties in interest: A "party in interest" is the person or persons making the complaint, any person required to take action on the complaint or any person against whom an action might be taken to resolve the complaint.

### 37.2 Procedure for Informal Resolution

- 37.2.1 An administrator with a grievance may first discuss it individually with the immediate supervisor within fifteen (15) days of the alleged violation, indicating the article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made. The administrator and/or the immediate supervisor may have a representative present at this meeting, if they so desire.
- 37.2.2 Any administrator who does not wish to utilize the informal resolution procedure or whose grievance was not resolved in the informal discussion may file a written grievance with his/her immediate supervisor within fifteen (15) days of the alleged violation or within fifteen (15) days after the informal discussion of the alleged violation.

### 37.3 Procedure for Formal Resolution

#### 37.3.1 Level I

- 37.3.1.1 The grievant shall submit a written grievance to his/her immediate supervisor within fifteen (15) days of the alleged violation with the citation of the specific article, section, and paragraph of this agreement alleged to have been violated and the specific remedy sought.
- 37.3.1.2 The immediate supervisor shall schedule and hold a meeting within five (5) days after receipt of the written grievance. Persons present at this meeting will be the grievant, and if the grievant so desires, a representative of his/her own choosing, and the immediate supervisor, and if the immediate supervisor so desires, a person of his/her own choosing.
- 37.3.1.3 The immediate supervisor will transmit his/her written decision with written reason within five (5) days after the Level I meeting to the grievant.

### 37.3.2 Level II

- 37.3.2.1 If the grievant is not satisfied with the Level I decision, he/she may submit a written appeal of the grievance to the superintendent within five (5) days after receipt of the Level I decision. A copy of the original grievance and the Level I response shall be filed with the appeal.
- 37.3.2.2 The superintendent, or his/her designee, who shall act as a hearing officer, shall schedule a hearing within five (5) days after the receipt of the appeal. Persons present at this hearing shall be the grievant, a representative of his/her choosing and witnesses.
- 37.3.2.3 The superintendent or his/her designee shall be free to admit any testimony, evidence, or exhibits deemed relevant in order to build as complete a record as necessary before rendering a decision.
- 37.3.2.4 The superintendent or his/her designee shall limit his/her decision to the facts as presented by the parties in interest and the impact on, or conflict with this agreement.
- 37.3.2.5 Within five (5) days after the hearing, the superintendent or his/her designee shall transmit his/her decision in writing with written reasons therefore to the grievant and the grievant's immediate supervisor.

### 37.3.3 Level III

- 37.3.3.1 If the grievant is not satisfied with the decision rendered at Level II, he/she may submit a written appeal to the Board of Education within five (5) days after the receipt of the Level II decision. The written appeal shall be a specific statement of the basis for the appeal. A copy of the appeal shall be submitted to the person who acted as hearing officer at the Level II hearing.
- 37.3.3.2 Within five (5) days after submitting the written appeal, the grievant and the hearing officer of the Level II appeal shall each submit to the Board a narrative together with copies of any exhibits or documents introduced at the Level II hearing. Each party shall furnish the other party copies of all materials furnished to the Board as soon as they are available.
- 37.3.3.3 The Board of Education shall set a Level III hearing on the agenda of a regularly scheduled Board Meeting or may schedule a special meeting for the purpose of hearing the appeal if a regular meeting is not scheduled to be held

### 37.3.4 General Provisions

- 37.3.4.1 within a reasonable time after the receipt of the appeal and supporting materials. Persons present at the hearing will be the grievant and if the grievant so desires, a representative of his/her own choosing and witnesses for the grievant, the grievant's immediate supervisor, and a representative of his/her own choosing.
- 37.3.4.2 If the Association is not the representative of the grievant, the Association representative shall have the right to be present at the hearing and shall be permitted to present the Association's views with respect to the grievance prior to the conclusion of the hearing.
- 37.3.4.3 At the conclusion of the hearing, the Board shall give its decisions by vote of the members present and shall transmit its decision in writing to the grievant, the immediate supervisor, and the Association within five days. If the meetings and hearings involving the grievance procedure are held during the administrator's regular hours of assignment, all persons who are eligible to participate in the meeting or hearing will be released from his/her duties for that time and will not suffer loss of time or pay.
- 37.3.4.4 The Association may file and/or process grievances only on those items that deal directly with the Association as an organization and not on those items that deal with the individual teacher. Grievances, if properly filed by the Association, will be filed at Level I. The Association reserves the right to file a grievance as an Association regarding a violation of the Contract.
- 37.3.4.5 No reprisals of any kind will be taken by any party in interest because of his/her participation in any grievance procedure.

37.3.4.6 If the time limits are not met, the grievant shall have the right to appeal the complaint to the next level.

### 38 Evaluation Policy Statement

38.1 The true purpose of evaluation is the improvement of instructional leadership. The evaluation procedure is to determine areas of strengths and weaknesses and for employment decisions.

### 39 Evaluation Procedure

39.1 All criteria associated with the McREL Evaluation System will be implemented as the evaluation procedure of Chickasha Public School Principals and Assistant Principals. ~~beginning with the 2012-2013 school terms.~~

### 40 Retirement Contribution

40.1 The District agrees to pay seven (7) percent of the administrator's contract salary to the Teacher's Retirement System.

### 41 Hospitalization Insurance

41.1 Administrative employees will be entitled to the same hospitalization insurance benefits that the certified personnel receive. In addition, an extra \$170.87 per month will be provided. This amount is above the flex benefit amount. If the administrator does not take the insurance then he/she will receive the \$170.87 per month as salary.

### 42 Terms Of Agreement/Signatures

42.1 This agreement shall take effect upon ratification and signing by the presidents of the respective parties and will be in full force and effect through 12:00 midnight June 30, **2023**. However, the provisions contained in this agreement will be in force retroactively to 12:01 a.m. July 1, **2022**. Either party may commence negotiations for the terms of a successor agreement by written notification to the other party. If no notification is tendered prior to the expiration date set forth above, then all terms and conditions contained herein will be renewed for a period of one year from the expiration date shown. This agreement will be automatically renewed on a year-to-year basis thereafter unless either party submits notification that they desire to begin negotiations for the terms of a successor agreement.

In witness hereof the Board has caused this agreement to be signed by its President and COPA has caused this agreement to be signed by its President.

**SCHOOL DISTRICT:**

**COPA:**

\_\_\_\_\_  
**Board President**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**COPA President**

\_\_\_\_\_  
**Date**

# Appendix A Pay Scale

Site Administrator Salary Scale 2022-2023

	High School Principal	Secondary Asst. Principal	Middle School Principal	Elementary Principal	Elementary Asst. Principal
STEPS	220	196	210	200	194
1	\$68,575.00	\$59,675.00	\$65,375.00	\$62,090.00	\$57,075.00
2	\$69,375.00	\$60,475.00	\$66,175.00	\$62,890.00	\$57,875.00
3	\$70,175.00	\$61,275.00	\$66,975.00	\$63,690.00	\$58,675.00
4	\$70,975.00	\$62,075.00	\$67,775.00	\$64,490.00	\$59,475.00
5	\$71,775.00	\$62,875.00	\$68,575.00	\$65,290.00	\$60,275.00
6	\$72,875.00	\$63,975.00	\$69,675.00	\$66,390.00	\$61,375.00
7	\$73,675.00	\$64,775.00	\$70,475.00	\$67,190.00	\$62,175.00
8	\$74,475.00	\$65,575.00	\$71,275.00	\$67,990.00	\$62,975.00
9	\$75,275.00	\$66,375.00	\$72,075.00	\$68,790.00	\$63,775.00
10	\$76,075.00	\$67,175.00	\$72,875.00	\$69,590.00	\$64,575.00
11	\$76,875.00	\$67,975.00	\$73,675.00	\$70,390.00	\$65,375.00
12	\$77,675.00	\$68,775.00	\$74,475.00	\$71,190.00	\$66,175.00
13	\$78,475.00	\$69,575.00	\$75,275.00	\$71,990.00	\$66,975.00
14	\$79,275.00	\$70,375.00	\$76,075.00	\$72,790.00	\$67,775.00
15	\$80,075.00	\$71,175.00	\$76,875.00	\$73,590.00	\$68,575.00
16	\$80,875.00	\$71,975.00	\$77,675.00	\$74,390.00	\$69,375.00
17	\$81,675.00	\$72,775.00	\$78,475.00	\$75,190.00	\$70,175.00
18	\$82,475.00	\$73,575.00	\$79,275.00	\$75,990.00	\$70,975.00
19	\$83,275.00	\$74,375.00	\$80,075.00	\$76,790.00	\$71,775.00
20	\$84,075.00	\$75,175.00	\$80,875.00	\$77,590.00	\$72,575.00
21	\$85,075.00	\$76,175.00	\$81,875.00	\$78,590.00	\$73,575.00
22	\$85,875.00	\$76,975.00	\$82,675.00	\$79,390.00	\$74,375.00
23	\$86,675.00	\$77,775.00	\$83,475.00	\$80,190.00	\$75,175.00
24	\$87,475.00	\$78,575.00	\$84,275.00	\$80,990.00	\$75,975.00
25	\$88,275.00	\$79,375.00	\$85,075.00	\$81,790.00	\$76,775.00
26	\$89,075.00	\$80,175.00	\$85,875.00	\$82,590.00	\$77,575.00
27	\$89,875.00	\$80,975.00	\$86,675.00	\$83,390.00	\$78,375.00
28	\$90,675.00	\$81,775.00	\$87,475.00	\$84,190.00	\$79,175.00



Administrative Office Absentee  
Form

**Absence Information**

Employee Name: \_\_\_\_\_

:

Type of Absence Requested:

- Sick                       Vacation                       Personal                       Professional  
 Emergency                       Bereavement

Reason for Absence \_\_\_\_\_

\_\_\_\_\_  
*Employee's Signature*

\_\_\_\_\_  
*Administrator's Signature*



# Appendix C Procedural Agreement

## 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.

### 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.

### 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.

### 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.

### 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.



## 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.

## 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.

## 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

## 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.

## 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**

