

PLAINVIEW ASSOCIATION OF CLASSROOM TEACHERS  
PROCEDURAL AGREEMENT FOR NEGOTIATIONS

The Plainview Association of Classroom Teachers (herein after called the Association) and the Board of Education of the Plainview Public Schools (hereinafter called the Board) hereby enter in the following agreements regarding negotiations:

ARTICLE I: RECOGNITION

The Board recognizes the Association as the exclusive representative of all regularly employed teachers under regular contract, excluding all administrators. All rights and privileges granted to the Association under the terms of this agreement are for the exclusive use of the Association.

ARTICLE II: EXCHANGE OF INFORMATION

As of the time they are made available to the Board, the Board will provide the Association with the superintendent's proposed budgetary information for the present fiscal year.

ARTICLE III: NEGOTIATIONS TEAMS

No more than six (6) designated representatives of the Board will meet with no more than six (6) representatives of the Association for the purpose of negotiations. All negotiations shall take place exclusively between the designated representatives of the parties. Negotiations shall be conducted in closed sessions.

ARTICLE IV: NEGOTIATIONS

Between March 15 and April 1 of each year, either the Association or the Board shall submit to the party a written request for negotiations. If no such request is made during the designated time period, negotiations will not take place for that year. Within (10) days of the receipt for negotiations, the chairpersons of the two teams shall meet and set a time, date, and location for negotiations to begin. Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party; provided however, that the first meeting shall not be scheduled later than June 15 of the meeting of the chairpersons. The party requesting negotiations to commence shall submit all of its proposals in writing at the first meeting. The other party shall submit all of its proposals in writing at the second meeting. Each party will be responsible for recording their own minutes. Timely negotiations shall proceed in good faith regarding proposals. All meetings shall be held outside the teaching day. **(Changed during 2007 for the FY 2008 negotiations)**

#### ARTICLE V: ADOPTING AGREEMENTS

The representatives of the Board and representatives of the Association will be delegated authority to reach only tentative, conditional agreements. Agreements on each article of the master contract shall be written, dated, and signed by the chairperson of each team. Tentative agreements will not become final until the contract has been ratified first by the Association and secondly by the Board.

#### ARTICLE VI: IMPASSE AND FACT-FINDING

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 declare an impasse, or by mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school. Once impasse has been declared, a mediator will be chosen by mutual agreement of the parties. In the event that mutual agreement cannot be reached, the Federal Mediation and Conciliation Service will be asked to appoint a mediator. If the mediation process fails to bring about agreement on all items, the unresolved items shall be submitted to fact finding as follows:

- A. A fact-finding committee consisting of three (3) members shall be formed. Within five (5) days, one (1) member shall be selected by the Association, and one (1) member shall be selected by the Board. The third member shall be selected by the first two (2) members within fifteen (15) days as follows: Each representative shall submit a list of five (5) names. If no name 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 other party's list. The parties will then continue alternately striking names off each other's list until only one (1) name remains. The remaining name shall be considered as the parties' selection as the third member who will be the chairperson of the fact finding committee.
- B. The committee shall meet with the Board's duly designated representatives and with the Association's representatives for the purpose of fact finding.
- C. 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 also 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.

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- D. The cost for the services for the fact finding committee, including per diem expenses, if any, and actual and necessary travel expenses, if any, 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.
- E. 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.
- F. All hearings by the fact-finding committee shall be conducted in closed session.
- G. The chairperson shall convene the committee for fact finding. The committee shall meet with the representative of both parties and within twenty (20) days after the chairperson's selection, shall present its written recommendation to the Board and the Association. The report shall set forth findings of fact and recommendations of the issues submitted.
- H. 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 differences; provided, after fourteen (14) days after the exchange of written statements, either party may discontinue such effort.

ARTICLE VII: MANAGEMENT RIGHTS

The School Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the state and the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the state school laws, or any other national, state, county, district or local law or regulations as they pertain to education.

ARTICLE VIII: NO-STRIKE CLAUSE

It shall be illegal for the Association to strike or threaten to strike as a means of resolving differences with the Board. Any member of the Association engaged in a strike shall be denied the full amount of that person's wages during the period of such strike. If the professional

organization or its members engage in a strike, then the association shall cease to be recognized as representatives of the professional educators and the school district shall be relieved of the duty to negotiate with the Association representatives.

ARTICLE IX: DURATION

The terms and conditions of this Agreement shall remain in full force and effect until renegotiated. Any changes, modifications, or amendments to the Procedural Agreement can be made only through the negotiation process. Notification by either the Board or the Association of their intent to change the Procedural Agreement must be presented in writing to the other party by January 15. If such notification is not made, the Procedural Agreement shall be automatically renewed July 1.

ARTICLE X: RELEASE OF NEGOTIATION INFORMATION

No information related to negotiations may be released through news media as long as negotiations proceed in good faith on both sides. At such time as an impasse is declared, a progress report may be released to the media by either team at their own discretion.

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014

PLAINVIEW BOARD OF EDUCATION

PLAINVIEW ASSOCIATION OF  
CLASSROOM TEACHERS

\_\_\_\_\_ President

\_\_\_\_\_ President

\_\_\_\_\_ Vice-Pres.

\_\_\_\_\_ Vice-Pres.

\_\_\_\_\_ Member

\_\_\_\_\_ Member

\_\_\_\_\_ Member

\_\_\_\_\_ Member

\_\_\_\_\_ Member

\_\_\_\_\_ Member

\_\_\_\_\_ Sec/Treas.

**Procedural Agreement that was adopted for the 2007-2008 school was not modified for the FY 2015 School Year.**