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### Field Experience in Professional Negotiations in Charleston Community Unit #1

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Field Experience in Professional Negotiations in

Charleston Community Unit #1

(TITLE)

BY

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B. S. in Ed. , Eastern Illinois University

M. S. in Ed. , Eastern Illinois University

**THESIS**

SUBMITTED IN PARTIAL FULFILLMENT OF THE REQUIREMENTS

FOR THE DEGREE OF

Specialist in Education

IN THE GRADUATE SCHOOL, EASTERN ILLINOIS UNIVERSITY

CHARLESTON, ILLINOIS

1970

YEAR

I HEREBY RECOMMEND THIS THESIS BE ACCEPTED AS FULFILLING  
THIS PART OF THE GRADUATE DEGREE CITED ABOVE

DATE

ADVISER

1970

DATE

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Field Experience in Professional Negotiations in  
Charleston Community Unit #1

By  
Robert A. Carrell

Submitted in Fulfillment of Requirements  
of Education 601 and 602

1970

Acceptance

5-1-70

Date

5-1-70

Date

314407

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## History of Negotiations in Community Unit #1

From the formation of Charleston Community Unit No. 1 in 1947 until approximately 1956 there was very little negotiating carried on between the school board and the teachers of the Unit. Most was done by the principals and occasionally by a committee of two or three teachers who appeared before the board and made a request for a salary increase, which if given, was generally in the neighborhood of fifty dollars (\$50) per year.

About 1956 a small group of teachers joined the American Federation of Teachers and by 1958 made a concentrated drive to secure membership. About one-third of the teachers of the Unit joined the AFT. The non-members of the AFT had grouped together locally and appointed a representative committee to appear before the school board and request a salary increase. The AFT also appointed a committee to appear before the board. The board recognized both committees but would only meet with the committees jointly. The AFT committee refused to meet jointly with the committee from the other teachers. Therefore, the school board met only with the non AFT committee and refused to meet separately with the AFT committee. Since the AFT did not gain recognition, the membership of the AFT dropped off to just a small number of teachers, who still belong to the AFT but are inactive as a group. Conditions remained this way until the advent of a new superintendent in 1965.

One of the acts of the new superintendent was the formation of a teacher-welfare committee composed of elected members from each school in the Unit. This committee was to meet monthly with the superintendent to discuss

matters of concern to the teachers and administration. Since salaries was one of these, it was decided that the salary negotiating committee would be appointed from the membership of the teacher-welfare committee. This committee negotiated until the Fall of 1967.

In the Fall of 1967 a local teachers' association was formed with approximately 65% of the teachers in the Unit becoming members. In the Spring of 1968 a negotiating committee was appointed from membership of the local association and accepted as a negotiating committee by the school board. They negotiated with a school board committee in what was probably the first truly negotiated salary. Also a committee began working on the development of a Professional Negotiations agreement.

In the Fall of 1968 the local teachers' association affiliated with the IEA and became the Charleston Education Association. A salary negotiating committee was appointed to negotiate salaries. Also a committee was appointed to study the feasibility of attempting to develop and attempt to negotiate a PN agreement with the school board. This committee recommended that this be done as soon as possible. Mr. Robert Carrell was appointed as the coordinator of the committees needed for the development and negotiating of the agreement.

Log of Experiences of Coordinator of Professional  
Negotiating Committees

Tuesday, November 12, 1968

Contacted by Mr. Lowe, President of the Charleston Education Association, and asked to be coordinator of the Professional Negotiation Committees. This would entail directing the work of the various committees necessary in first developing and then negotiating an agreement with the Board of Directors of Charleston Community Unit No. 1. This assignment was accepted.

Thursday, November 14, 1968. 4:00 P.M. Charleston Room,  
E. I. U. Union.

Persons present:

Mr. Stuart Williams, Field Supervisor of IEA

Mr. Lowe, President of CEA

Mrs. Marge Knoop, President-Elect of CEA

Mrs. Plath, Salary Negotiating Member

Mr. Stan Adkins, Salary Negotiating Member

Mrs. Johnston, Secretary of CEA

Mr. Robert Carrell, Coordinator of PN Committee

The discussion at this meeting was two-fold in nature. Mr. Williams explained first the steps necessary for the CEA to become affiliated with the IEA. Primarily, this part of the discussion was concerned with the changes that would be

necessary in the constitution of the CEA to conform to IEA regulations. Secondly, he discussed the methods that could be used toward negotiating an agreement with the school board. He pointed out the necessity of having signed authorization cards from the membership giving the negotiating committee the power to negotiate a tentative agreement with the school board. He suggested that CEA formally present a request for official recognition of CEA as the official representative of all teachers in the Unit. He also suggested that the following PN committees were necessary:

1. An education committee to educate the membership and the school board on all aspects of PN.
2. A research committee to assemble information on what should be contained in a PN agreement, information to validate the inclusion of such information, and any financial information that would be pertinent to the agreement.
3. A negotiating committee who would do the actual negotiating with the board.
4. A negotiating back-up committee who would attend negotiating sessions and furnish material as needed by the negotiating committee, to take notes, and to sit in as an alternate when a regular committee member could not attend a negotiating session.



5. A typing pool to type up the agreement and also changes after negotiating session.

He also suggested that the IEA slide program on "What are Professional Negotiations" be secured as soon as possible and shown to the membership of the CEA and to the school board.

Friday, November 15, 1968.

Contacted Mr. Brent, IEA Fieldman for the Eastern Division and requested the IEA PN slides and commentary. The program was available and he mailed it out immediately.

Sunday, November 17, 1968

Met with Mr. Lowe, CEA President, to preview slide program and plan the presentation to the membership. Also made out a tentative list of PN committee members and chairmen.

Monday, November 18, 1968, 7:30 P.M.

Meeting of full membership of CEA in Junior High School Library. Presented the IEA slide program and answered questions after presentation. (Slide commentary found in appendix A). A detailed explanation of procedures to be followed in developing and negotiating an agreement. A motion was passed authorizing the establishment of PN committees and to proceed with the development of an agreement and to negotiate with the school board in getting it approved. The membership also approved the needed changes in the constitution

and then voted to affiliate with the IEA.

Friday, November 22, 1968, 4:15 P.M.

Met with the Executive Board of the CEA to present membership of committees for their approval. Suggestions were made for changes, and the amended list of committees was approved.

Tuesday, November 26, 1968, 3:00 P.M.

Met with Mr. Seitsinger, Unit Superintendent, to request being placed on school board agenda to present the IEA slide program to the school board. Assured that request would be presented to school board at the meeting to be held that night.

7:00 P.M.

Meeting at Jefferson Grade School.

Persons present:

Mr. Brent, IEA Fieldman

CEA Executive Board

All PN committee members

Mr. Brent discussed PN agreements in general and then discussed the various methods used in other districts to get PN agreements signed with the school boards. He also showed film strips showing the organization necessary in developing and negotiating an agreement. I then made committee and chairmen assignments and explained the function of each committee

and the expectation of each. Every effort was made to make members aware of the time and effort that would be required. A chance was given to committee members to withdraw if they did not feel they could devote the necessary time and effort to this undertaking. Three teachers asked to be allowed to withdraw and were replaced by three others who had agreed to serve.

Wednesday, November 27, 1968

Notified by phone by the Unit Superintendent that he had presented the request for showing of the IEA slide program to the School Board and had been placed on the agenda of the December 10, 1968 board meeting.

Tuesday, December 3, 1968, 7:30 P.M.

Meeting with Mr. Lowe, CEA President, to plan PN presentation by education committee for January meeting of CEA. Also discussed preparing a list of CEA members to attend board meetings to see the school board in action. It had been found that very few teachers of the Unit had ever attended a board meeting. This was turned over to the education committee, and they were instructed to prepare the list so that a representative group of teachers would attend each board meeting.

Wednesday, December 4, 1968

Since the education committee was just activated, I prepared a release to all teachers of the Unit. This release was entitled, "Let's Get Organized". (See Appendix B).

Thursday, December 5, 1968, 4:00 P.M.

Persons present: Education Committee

Jack Douglas, Chairman

Virginia Rouse

Betty Reed

Mathiel Crane

Robert Carrell

At this meeting the duties and responsibilities of the education committee were again delineated. Duties of the education committee will be primarily to prepare materials explaining PN, why we need it, benefits derived, how PN agreement is prepared, and steps in negotiating a PN agreement. They were furnished with samples of the type of information that was needed. There was a discussion of editing of materials so that there would not be a duplication of information released. A tentative schedule for release of information was developed, and each committee member was assigned specific times on the schedule.

Monday, December 9, 1968, 4:15 P.M.

A special meeting of the CEA was held and a motion was made and passed instructing the President of CEA to make a formal request to the school board asking that CEA be officially recognized as the exclusive representative of all certified personnel of Charleston Community Unit No. 1.

Tuesday, December 10, 1968, 8:00 P.M.

Presented IEA slide program on PN at regularly scheduled meeting of the school board. After presentation gave the school board opportunity to ask questions if they desired to do so. No reaction was obtained from the board.

Thursday, December 13, 1968.

The education committee distributed to all teachers and also mailed to each school board member a copy of the IEA brochure entitled, "4 Questions and Answers on Professional Negotiations". (See Appendix C).

A copy of a PN agreement that had been worked on the previous year was given to the typing pool chairman to reproduce for members of the PN committees to be used as a starting point in development of a new agreement.

Thursday, January 9, 1969, 4:15 P.M.

Persons present:

All members of negotiating, negotiating back-up, and the research committee.

This was a planning meeting to delegate duties to the committees. A schedule of meetings to work on development of the agreement was agreed to, and a target date for completion of the agreement was set. Target date was set for the third week of March 1969.

Wednesday, January 15, 1969, 4:00 P.M.

Persons present:

Mr. Seitsinger, Unit Superintendent

Mr. Lowe, President of CEA

Mr. Adkins, Chairman of Salary Negotiating Committee

Mr. Carrell, Coordinator of PN committees

This meeting was called to discuss ground rules for both salary and PN agreement negotiating. This was an informal meeting to acquaint the Superintendent with preliminary procedures necessary to get negotiations underway. This meeting was at his request so he could pass the information on to the school board. A tentative date of the first week in April 1969 was set as a desirable time to have the first meeting between the school board PN committee and the CEA PN committee.

Monday, January 20, 1969, 3:00 P.M.

Meeting with Mr. Brent, Area IEA Fieldman. Received from Mr. Brent suggested IEA guidelines to be used by the PN committees in developing a PN agreement. The IEA and NEA has developed much information in this area and makes it available to affiliated teacher organizations upon request.

Wednesday, January 22, 1969, 4:15 P.M.

Attended meeting of negotiating, back-up, and research committees. Committees started to work on development of the PN agreement.

Wednesday, January 22, 1969, 4:15 P.M. (con't)

Research committee presented copies of PN agreements from other school districts. Discussion was held on the desirable and undesirable features of these agreements.

Wednesday, January 29, 1969, 4:15 P.M.

Attended meeting of negotiating committees work session. Discussion was held on the format to be followed in the PN agreement. Committees decided to use original agreement and to add and delete from it as necessary.

Monday, February 3, 1969, 4:15 P.M.

Attended work session of PN committees. The committees continued to work on development of the agreement proposal. The committees considered and made recommendations on the preamble and recognition sections of the agreement. After each meeting members were assigned to work on the various sections that would be discussed at the next meeting. This procedure was followed throughout the meetings on agreement development.

Tuesday, February 11, 1969, 7:00 P.M.

The education committee had made arrangement with Mr. Brent, Field Representative of the IEA, to conduct an information meeting for the negotiating committees. He discussed the different methods of negotiating and showed a film strip on negotiating.

Tuesday, February 18, 1969, 7:00 P.M.

Attended a work session of the PN committee. The committees considered the sections on definition of Rights and Responsibilities, Effect of the Agreement, and Negotiation Procedures.

Tuesday, March 4, 1969, 4:15 P.M.

Attended a work session of the PN committees. The committees considered the sections on Professional Relationship of Teachers, Working Conditions, Sick Leave, and Sabbatical Leave.

Monday, March 10, 1969

Met with the Community Unit Superintendent and made a request that a committee from the Board be appointed to meet with the negotiating committee of the CEA. Was assured that he would put this on the agenda for the meeting.

Tuesday, March 11, 1969, 4:15 P.M.

Attended meeting of PN committees. The committees discussed other types of leave, Assignment, Reassignment and Transfer of Teachers, and Protection of Teachers.

Wednesday, March 12, 1969

Notified by the Superintendent that the Board discussed the request in executive session but no action was taken.



Monday, March 17, 1969, 4:15 P.M.

Attended work session of the PN committees. The committees completed work on the agreement and a reappraisal of the entire agreement was made. The negotiating committee was instructed to do the final editing and to duplicate copies for all committee members and for the School Board. (Appendix D)

Friday, March 28, 1969

Made second oral request to the Superintendent for a Board committee to be appointed to meet with the CEA negotiating committee. Again assured that it would be presented to the board in executive session at the next board meeting.

Monday, March 31, 1969

Copies of the proposed agreement sent to all school board members and to the Superintendent.

Wednesday, April 9, 1969

Notified by the Superintendent that no action was taken by the school board on the request for the appointment of a committee to meet with the committee from the Charleston Education Association.

Tuesday, April 10, 1969

Attended area IEA workshop on PN.

Monday, April 21, 1969

Talked with Superintendent and made third request for a school board negotiating committee.

Wednesday, April 23, 1969

Again received word from the Superintendent that the school board did not take action on request for a committee.

Monday, May 5, 1969, 3:00 P. M.

Meeting with the Superintendent and Mr. Lowe, President of the Charleston Education Association to make a formal request to be put on the agenda of the May 13, 1969 school board meeting. Request was for myself and Mr. Law, Washington, D. C., Representative of NEA, to appear and present request for a board committee. Assured that we would be on the agenda.

Tuesday, May 13, 1969, 8:00 P. M.

Appeared before school board at regular meeting and explained need for a PN agreement and made formal request to the board for an appointment of a board committee. This was followed by remarks by Mr. Law. Following questioning of Mr. Law by one board member, a resolution was passed authorizing the board president to appoint a committee to negotiate a PN agreement with the CEA. The board president appointed Dr. Lawrence Ringenberg, Mr. James Frazier, and Mr. John K. Reed to meet with the CEA committee.

Wednesday, May 14, 1969, 7:00 P.M.

Attended meeting of the CEA at which a resolution was passed authorizing the CEA negotiating committee to make proposals, counter-proposals, and to negotiate a tentative PN agreement with the school board negotiating committee.

Thursday, May 22, 1969, 7:00 P.M.

Attended an IEA workshop on PN.

Monday, May 26, 1969

Talked with the Superintendent and Dr. Ringenberg, chairman of the board PN committee to set date for first meeting of the negotiating committees. Wednesday, June 4 was set as the first meeting date.

Wednesday, June 4, 1969, 8:00 P.M.

First meeting of the negotiating committees. This entire meeting was concerned with a discussion of whom the board negotiating committee would be composed. The original motion as made and passed in the school board meeting of Tuesday, May 13, 1969 designated the three appointed board members as the board negotiating committee to negotiate a tentative agreement with the CEA negotiating committee. The motion as written into the official board minutes stated that the board committee would

meet with the CEA committee and then select a committee to represent them in negotiations. At this meeting it was indicated that negotiating committee for the board would be composed of unit principals. The CEA negotiating team voiced strong opposition to this and the meeting ended with the CEA team indicating that they would refuse to negotiate with other than the original board committee.

Thursday, June 26, 1969, 8:30 P.M.

The second meeting of the board and CEA negotiating committees started with the originally appointed school board committee agreeing to negotiate a tentative procedural agreement and a grievance procedure with the CEA committee. This offer was accepted by the CEA committee. The remainder of this meeting was used for negotiating the ground rules for future negotiating sessions. (Appendix E).

Wednesday, July 9, 1969, 8:00 P.M.

Meeting with CEA PN committees to discuss procedures for the next negotiating sessions.

Thursday, July 10, 1969, 8:00 P.M.

At this negotiating session the board committee presented a counter-proposal to the CEA committee. (Appendix F).

Thursday, July 10, 1969, 8:00 P.M. (con't)

The chairman of the CEA committee immediately asked for adjournment of the meeting to give the CEA committee time to study the counter-proposal.

Thursday, July 17, 1969, 8:00 P.M.

Negotiation of the procedural agreement began at this meeting using the counter-proposal as submitted by the board negotiating committee.

Thursday, August 7, 1969, 8:00 P.M.

Continued negotiation of the procedural agreement.

Thursday, August 14, 1969, 8:00 P.M.

Continued negotiation of the procedural agreement. Agreement was made to pass over unresolved parts of procedural agreement and proceed to grievance procedure, and board committee presented grievance procedure counter-proposal for teacher committee consideration. (Appendix G).

Thursday, August 21, 1969, 8:00 P.M.

Negotiation of the grievance procedure began using the board committees counter-proposal.

Thursday, September 4, 1969, 8:00 P.M.

Negotiation of grievance procedure completed and question of a "no strike clause" in procedural agreement was resolved. Tentative

Thursday, September 4, 1969, 8:00 P. M. (con't)

procedural and grievance procedures agreed upon and decision made to present to the full board of education and to the teacher's organization. (Appendix H).

Monday, October 13, 1969, 7:30 P. M.

The tentative PN agreement was presented to the membership of the CEA. The membership of CEA voted not to accept the tentative agreement and instructed the negotiating committee to request further negotiation and attempt to add binding arbitration to the grievance procedure.

Wednesday, October 15, 1969

Called the Superintendent and arranged for a negotiation meeting between the two committees on Wednesday, November 5, 1969 at 7:30 P. M.

Wednesday, November 5, 1969

At this meeting the teacher's committee presented a proposal that binding arbitration be added as a fourth step in the grievance procedure. The school board committee made a proposal for several changes that were requested by the school board. Each committee requested that the meeting be adjourned to allow time to study the proposals.

Thursday, November 13, 1969

Met with the teacher's negotiating team and a local attorney to discuss the agreement and the proposed changes.

Monday, December 1, 1969

PN negotiating session with the two teams. Most of the proposed changes were agreed upon with minor revisions. There were two major points of disagreement. One was the proposal of binding arbitration on the grievance procedure and the other was an inclusion by the school board that an opinion by the legal advisor of the Office of Superintendent of Public Instruction declaring any section of the agreement being illegal, it would be removed from the agreement. Teacher's committee made a proposal that they would accept advisory arbitration if the section on legal advisor of OSPI was deleted.

Tuesday, January 6, 1970

Attended meeting of the negotiating team and the Executive Board of Charleston Education Association. The team made a report on the progress of negotiations and received instructions from the board on further procedure.

Wednesday, January 21, 1970

Attended negotiating meeting between the two teams. The school board committee rejected the teachers proposal for deletion of section on legal advisor of the OSPI and submitted a re-written proposal. Neither

Wednesday, January 21, 1970 (con't)

side was willing to compromise. The teacher's committee requested a declaration of an impasse, suspension of ground rules, and an end to negotiations. After discussion, the school board committee requested time for a caucus which was granted. After a 15 minute caucus the board committee requested that an impasse not be declared and that they be given time to confer with the full board at the next board meeting on February 10, 1970. This request was granted by the teacher's committee.

Thursday, January 29, 1970

Attended meeting of teacher's negotiating committee and executive board of the Charleston Education Association. The negotiating team made a report on the progress of negotiations. A discussion of procedures to be used in case of an impasse being declared was held. The team was instructed to first give publicity to the reasons for the impasse and then to advise all teachers to withdraw all services that they are legally entitled to.

Wednesday, February 11, 1970

The board committee requested a meeting at 4:00 P.M. Meeting was held and school board committee presented a revised proposal accepting advisory arbitration on the grievance procedure and omitting the legal advisor of the OSPI from the agreement. This was readily accepted by the teacher's committee. After editing, the



Wednesday, February 11, 1970 (con't)

agreement will be checked by the board attorney and the CEA attorney and then presented to the membership of the CEA and the school board for ratification and signing. (Appendix I).

## Observations on Field Experiences

1. A better background of professional negotiations is needed by the teachers in the association. Teachers should be made aware of exactly what professional negotiations are, their purposes, and especially the responsibilities that teachers must accept under a professional negotiations agreement. This should be provided by a concentrated educational program carried on by the professional negotiations education committee. Most teachers appear to be concerned with the economic benefits that might occur under an agreement. Effort should be made to inform them on the greater benefits that could be made to the total educational program of the school district. In the past year, the Illinois Education Association and the National Education Association have made available much information that was developed for use in this area.
2. An educational program for the teachers should also include the board of education. They should be involved as much as possible. Also they should be encouraged to attend professional negotiation information meetings sponsored by the School Board Association. They should be encouraged to read the School Board Journal which has had excellent articles on negotiations. A too sudden move into the actual negotiations without proper education will cause suspicions by both teachers and board members. These suspicions will hang over all negotiating sessions and probably prolong negotiations

over a much longer span of time. A concentrated education program would help to allay some of the suspicions now held by both sides in the negotiations. Preparations of both teachers and board members should facilitate the negotiation process and also improve the teacher-board relationship. Administrators should be included in the education process of both teachers and board.

3. It is important that the local teachers association be affiliated with a state and national organization. Besides the broad range of services that have been available from these organizations, they have recently added the area of professional negotiations to their services. Because of the feeling that they lagged behind in this area a special concentration of effort has been made to bring this area abreast of the times. There is almost unlimited aid available from them presently. Most of this has been developed in the past year. This includes sample agreements, how to negotiate, negotiation educational materials and also personnel for consultation and actual negotiations.
4. The first negotiating sessions should be devoted to discussion of the negotiating process, so both negotiating committees have a thorough understanding of the process. Both must have the authority from their respective organizations to make proposals, counter-proposals and to negotiate tentative agreements. Much time was lost during the first negotiating sessions due to the school board committee feeling that they did not have this kind of authority. They continually

requested that each point of contention be taken back to the full board for their consideration. A better understanding of the process and maybe the inclusion of more precise, detailed ground rules would have saved much time. There is always danger of either side also using this as a stalling tactic. This would be prevented by a thorough understanding at the beginning.

5. When the coordinator of PN committees is appointing committee members, it is important that each person be made aware of the amount of time and work that is necessary, and then be given a chance to decline the appointment. This should insure better attendance at committee meetings and work sessions. Quality of work also should be better.
6. Definite meeting times should be established by the ground rules to avoid negotiations being spread out over a long period of time and to prevent either committee using this as a stalling tactic. It would not be feasible to establish a completion deadline for the procedural agreement as there is not provisions for impasse or mediation. These will be included in the procedural agreement, and future negotiating sessions will have a deadline, and resolution of impasse will be settled by mediation or arbitration. The procedural agreement is too important to force hasty decisions by imposition of a deadline for completion.
7. The best negotiators are persons who are patient, even tempered but firm in their approach.

8. Committees should be prepared for a discussion on membership of negotiating committees. The superintendent and other central office personnel are generally considered as administration and thus are considered as potential members of the board committee. In rare circumstances central office personnel are considered as resource persons to both the board committee and the teacher committee. Most often a controversy will arise over the position of the principals in the negotiation process. Many school boards will decide unilaterally that principals are a part of administration and appoint them as negotiators. Others will give the principals a choice. They can be a part of administration or members of the teacher's association. In a few cases principals form their own association and negotiate separately with the board. Discussion of this can be very lively as teacher's committees are hesitant in negotiating with principals.
9. There is a direct correlation between time spent preparing for negotiations and the success of the negotiations.
10. A negotiating committee should meet prior to each negotiating session to discuss strategy and to anticipate counter-proposals that might be made.
11. The teacher negotiating committee should be prepared to accept a counter-proposal from the board committee.

12. A negotiating committee should anticipate and plan for surprise proposals.
13. A negotiating committee should be prepared for strong debate on closed meetings, no release of information, a "no strike clause", binding arbitration, and determination of what is negotiable.
14. A committee should determine in advance what procedures to use in case agreement cannot be reached.
15. Each side should keep their own minutes of the negotiating sessions and each chief negotiator should initial each section or point in the master copies when agreement is reached. This will prevent dispute in future sessions on what has and has not been agreed to.
16. When chief spokesman is in doubt on some point, he should ask for a caucus of his committee.
17. Each committee should make every effort to maintain a friendly, relaxed atmosphere at each negotiating session. A caucus is indicated when the situation tends to become tense. A ten minute cooling off period quite often helps.
18. A professional negotiation agreement should be viewed by all persons concerned as another means of improving the quality of education in a district with resulting benefits to teachers, administrators, school board and students.

SLIDE COMMENTARY

Script for Slide Presentation on PROFESSIONAL NEGOTIATIONS

1. (No commentary - Title slide  
PROFESSIONAL NEGOTIATION: KEY TO BETTER TEACHING CONDITIONS)

2. (Credit slide)

This material was prepared by the Professional Negotiations Committee of the Illinois Association of Classroom Teachers to help acquaint you with the subject of Professional Negotiation---what it is; who should participate; how it can be initiated; where help can be obtained.

3. Professional Negotiation is an orderly process through which classroom teachers, administrator and board of education cooperatively develop policies of common concern for the educational program.
4. This process recognizes teachers as partners on the professional team which strives for the attainment of (1) improved instructional program (2) expanded school services (3) fair personnel policies (4) proper teaching assignments (5) improved working conditions (6) equitable salary schedules (7) adequate instructional materials.
5. The primary objective of professional negotiations is to establish for teachers, through their local association, a formal role in the development of educational policies which affect them and the quality of the educational program to which they contribute their professional competence.



6. (Slide shows what "Teachers Contribute")  
Professional negotiation means participation of the staff in decision-development regarding all the areas of personnel policies. It is erroneous to assume that professional negotiation applies exclusively to salaries. Salary policy is only one of many considerations.
7. Professional negotiation provides, by written agreement, for
8. (1) recognition of teachers as members of a profession with full claim to professional rights and full acceptance of professional responsibility in exercising their rights.
9. (2) recognition of the democratically designated local professional organization as the representative of the professional staff.
10. (3) use of professional channels to (a) discuss matters of common concern to teachers, administrator, and board of education, (b) develop jointly policies pertaining to conditions of professional service, and (c) establish mutually acceptable procedures for dealing with an impasse.
11. (No commentary - slide shows "Education is a Co-operative Enterprise")
12. Who participates? The board of education, the administration, and the teaching staff participate as an educational team.

13. The board of education participates because it has the legal authority and obligation to set educational and personnel policies for the school district.
14. The administration participates because it has the duty to administer policy - as a dual representative of the school board and the professional staff.
15. The teachers participate because they live intimately with the problems of the classroom and continuously endeavor to improve the instructional program. Teachers' recommendations might include:
  - Promoting needed changes in curricula, methods and teaching practices.
  - Working to obtain school facilities consistent with our technological age.
  - Helping to develop personnel policies which eliminate the misuse of professional preparation.
16. In the determination of goals and for resolving impasse situations, valuable assistance may be obtained from state and national education association staff members and
17. resource materials developed and supplied by these and other agencies.  
(Pause)
18. The association membership, through a representative assembly, forms the basic policy and goals of the association.
19. The members are polled or sent questionnaires to determine which goals the association sets.

20. There will be some long range goals and others may be of an immediate nature, to be achieved probably within one school year.
21. Signed authorization cards, preferably from each local association member, provide the leaders of the local association and the teachers' negotiating team with tangible evidence that the membership desires to be represented and is committed in its resolve to achieve a professional negotiation agreement between the board of education and the local education association.
22. Depending upon the individual association, the executive committee may devise the overall plan, or strategy, with the negotiating committee. Probably only the negotiating committee will know the actual steps, or tactics, to be used.
23. Ideally, democratic practice would prescribe the election of the negotiating team. However, election might result in choosing by popularity rather than the required characteristics and representative balance. Accordingly, the association leadership, the executive committee, should appoint members to the negotiating committee with the approval or ratification of the membership of the association.
24. Operative criteria for the selection of negotiators include:
  - (1) mental agility, (2) persuasiveness, (3) ability to articulate, (4) analytical talents, (5) patience and tact, (6) familiarity with the facts underlying issues subject to negotiation, (7) knowledge of community and school system, (8) respect of the board members and fellow teachers, (9) successful teaching experience.

25. Once the negotiating team has been selected, it should proceed to hold preliminary meetings. The purpose of such meetings should be (1) to select a chairman (2) to choose members to appear before and to negotiate with the board (3) to choose others to organize and prepare data and proposals, and (4) to establish plans for the total negotiating effort.
  
26. Three members should be chosen to be the principal negotiators. They should be selected by the total team by application of the previously mentioned characteristics. Each of these three principal negotiators performs a specialized function.
  
27. One should serve as the chief negotiator or spokesman. All team members will, from time to time, participate in the discussions. However, each must follow the lead and direction of the spokesman, who should be the most highly qualified of the three principal negotiators.
  
28. The second principal negotiator is basically a fulltime recording secretary. It is very important to keep a continuous and accurate record of each negotiating session. The record will eliminate any loss of stated agreements or positions. At the end of each session, the record should be signed by both the negotiating committee chairman and the board chairman.

29. The third principal negotiator should have as his primary function that of serving as observer. He must be capable of sensing the reactions, purposes, and sentiments of each negotiator at the table.
30. The function of the remaining team members, equally critical as that of "the three", is essentially one of marshalling the data, evaluating relative positions, preparing proposals, and participating in the negotiations in their assigned and specialized fields.

The research material must be prepared in such a manner as will facilitate its use by the negotiating team during the actual negotiations. Accordingly, the materials should be organized and indexed to relate to specific sections of the proposal. The value of the written work or statistical figures is such that the preparation of research data is in form which permits its submission to the board.

The superintendent serves as an advisor and resource person to the local association and to the board of education.

31. After the goals, overall plan or strategy and steps or tactics are worked out, a letter to the board would state all proposals for which agreement is sought and the key reason for each proposal. The letter or petition, signed by members of the local association, also asks for a meeting between the board and the teachers' negotiating team, at a specified time and place convenient for both the board and the teachers, for the purpose of conferring or negotiating on the proposal.

The negotiating committee should review the proposals with the superintendent before presenting them to the board.

32. Any proposal submitted for negotiation should meet and pass these four tests. If it fails on any point, it is not sound and should be discarded.

A proposal must be:

- (1) morally sound
- (2) legally correct
- (3) practical at this time
- (4) sensible to a reasonable man

The initial negotiating session should be devoted to the determination of ground rules, procedures, and restrictions to be observed during the course of negotiations. Considerable advantage can be realized by the establishment of favorable guidelines and the teacher negotiators should prepare carefully their positions and priorities for each of the ground rules which are to be discussed.

33. The initial conference and the manner in which the ground rules are set determine the first impression of each of the parties of the several groups and the nature of the process of reaching agreement. For that reason, the teacher negotiators must conduct themselves in such a manner as will properly set the tone of the negotiations. The documented and balanced proposal, necessarily a product of substantial research and refinement, will begin with a search of
- (1) existing policies, rules and regulations
  - (2) administrative interpretation of existing regulations
  - (3) "unwritten" regulations
  - (4) record of past negotiations
  - (5) staff participation
  - (6) external sources for the proposal.

34. The acceptance of a professional negotiation agreement does not automatically solve all problems. The right to participate in policymaking carries with it the equally important responsibility of participating effectively. The local association must be well-organized with active, enlightened members and strong leadership.
35. In the course of negotiation, there is the possibility that persistent disagreement may result in impasse. The Professional Negotiation Agreement should provide for mediation and appeal through mutually acceptable educational channels, in this circumstance. Mediation and appeal procedures are simply an orderly method which can be employed to assist in resolving an impasse. Boards of education may participate legally in mediation and appeal procedures under their general powers to govern schools.
36. Mediation uses the services of impartial persons in various ways. One way is to use the mediatory assistance of one person. Such a person should be of outstanding competence, impartiality, and integrity, with a general background in education and an understanding of the issues under discussion.

Fact-finding is utilized for the express purpose of offering specific recommendations for settlement of the point of disagreement. If the board and team consent to the use of fact-finding mediation, one panel member would be selected by the board and one by the team. The two representatives selected would then name a third member of the fact-finding panel.

The arbitration process would include an examination of the issues, facts, and arguments presented by the parties and the submission of

a decision by the arbiter. The arbiter selected should be a person of outstanding competence, integrity, and impartiality.

37. To summarize - Professional Negotiation provides:
38. (No commentary)
39. (No commentary)
40. (No commentary)
41. Professional negotiation means participation of the staff in decision-development regarding all the areas of personnel policies. Professional negotiation works because it benefits students, the profession, and the public simultaneously, and fosters continuing, cooperative effort among teachers, administrators, and members of boards of education.
42. The role of the classroom teachers, in developing policy, is a significant change and a challenging one. It will require meticulous preparation and genuine commitment to worthily execute the role.
43. (Credit Slide)



LET'S GET ORGANIZED

## LET'S GET ORGANIZED

The following was taken from an article by Robert Burgess in the JEA Journal. Read, digest and ACT.

The fact that a school district has a local education association does not mean that the educators in it are organized. Organization means considerably more than writing a constitution, electing officers, holding periodic meetings, and appointing committees. Organization infers a logical arrangement of ideas; establishment of objectives; coordination of plans; development of loyalty; and the marshaling of available resources to promote, implement, and expedite activities resulting from the others.

The educators in a district may be ready to organize a chartered education association in their district if they, as educators, believe that educational accomplishments previously unattainable are possible through a united effort; if they feel that securing better schools and stronger educational programs can be attained through coordinated purposes; if they feel that education, as a professional calling, can be enhanced by cooperative efforts; if they feel that greater understanding can be promoted by a closer relationship with each other; if they feel that the loyalty of educators to each other can be strengthened by group involvement. I say they may be ready--because in addition to the insights listed, there will be the ever-present demand for the time and, of course, the inclination to do these things.

Any group--be it civic, religious, fraternal, or professional--can not accomplish its goals without a commitment on the part of each member to allocate the necessary time, effort, and financial support. Many educators in the past have not been willing to assign a high priority to association activities, and consequently the program has suffered. Until more teachers do see this need and willingly assume a rightful share of the responsibility, the program of the association will not be as dynamic and purposeful as it can and should be. The time may have arrived when each of us must make a decision as to whether or not we are career educators. The importance of this decision can not be overemphasized.

People should not be lulled into thinking that any organized group, regardless of promises and platitudes, is any stronger than the commitment of the local membership. No person, if he does not teach in a particular district, can truly understand local problems and needs, regardless of how hard he tries. The majority of the educational goals of a school district will be fulfilled and most of the problems will be solved by persons most intimately acquainted with the actual situation.

It must be remembered that association work is not easy, for there are those who will question the motives of the diligent, who will accuse the leadership of being too autocratic or perhaps the opposite, who will criticize the program as being too ambitious or inadequate, and who will ridicule efforts to strengthen the professional status of teaching. But these shall be in the minority--albeit a noisy one. These critics might be likened to the lazy dog who was lying on a cocklebur, howling pitifully. When questioned as to why the dog did not get up, his master replied, "Well, I guess he'd rather howl than do anything about it."

This may logically lead to a comment on unorganized organizations. Many of the needs of the association can be cured by greater involvement of the members and of prospective members. Let us stop hiding behind "apathy." Apathy is a symptom and not a cause.

Fortunately, there are many strong associations which are contributing much to the educational enterprise and the strengthening of the teaching profession. These associations have meaningful programs; choose leadership wisely; maintain a degree of autonomy; establish meaningful goals; protect responsible members; participate in the development of school policy; and determine what the responsible, career educators in their district want and work toward satisfaction of these needs.

All things which have gone before and are currently happening in education did not evolve automatically without effort. They were promoted, engineered, pushed, dragged, and inspired by countless educators and people interested in education in small towns and in large cities; in one-room schools and in 51 room schools; by people like you and me, by male teachers and female teachers, by administrators and laymen, some tall--some short, some old--some young, some black, and others white; but the story is always the same--the story is PEOPLE.

Most often these were groups of educators working together toward common goals. Education is a little better because they took the time and made the extra effort. Hopefully education and the professional status of teachers will be a little better because today's educators understand that with this legacy comes certain obligations.

Unfortunately in association organization there is no magic formula for success, except service to members, professional commitment, and constancy of purpose. "DON'T JUST LIE THERE, GET UP AND DO SOMETHING."

ONE COMMENT: At the November 18 meeting there was some very important business to be transacted and there was not a quorum present.

Robert A. Garrell  
Chairman, PN Committees

4 QUESTIONS AND ANSWERS  
ON PROFESSIONAL NEGOTIATIONS

# QUESTIONS

# MORE INFORMATION

1. What Is Professional Negotiation?

2. Why do we need to adopt these agreements now?

3. What progress has been made to date?\*

4. Has Professional Negotiation helped children and teachers?

1. Professional negotiation is defined as a set of procedures, written and officially adopted by the local association and the school board, which provides an orderly method for the school board and the association to negotiate, through professional channels, **on matters of mutual concern**, to reach agreement on these matters, and to establish educational channels for mediation and appeal in the event of impasse.

2. Three major reasons: (a) the mounting impatience of teachers with what they consider to be economic injustice, i.e., the continuous lag of their salaries and fringe benefits behind almost every other group. (b) Teachers today are younger, better qualified, include a larger proportion of men, are more active in politics and are demanding a share of the affluence they have been so instrumental in creating. (c) Teachers have seen almost every other segment of society recognized for negotiation. They believe they should have the same rights as others.

3. The concept of professional negotiation is rapidly spreading across the nation. Forward-looking school districts are achieving agreements before a state law is passed. Having many such agreements will help obtain a state law where none exists.

4. If improved schools result from democratic participation—yes. If improved salaries retain quality teachers—yes. If more time to actually teach benefits children—yes. If educators are becoming more business-like in their dealings with the board—yes.

# ANSWERS

1. A written set of procedures adopted and signed by both school board and association which guarantees teachers a voice in developing policies.
2. Our profession can no longer operate using outmoded practices. Size, teacher unions and the demand for democratic administration are some major reasons.
3. Over 30% of all instructional personnel are now covered by P.N. agreements. Twelve (12) states have laws on this subject.
4. **YES!** Cooperatively developed written personnel policies now include: duty free lunch periods, time to teach, improved fringe benefits, higher salaries.

"Teachers have a right and an obligation to contribute to the development of educational policy."

**The Structure and Administration of Education in American Democracy, NEA-AASA, 1938.**

For additional copies write to:  
NEA Midwest Regional Office  
150 West Market Street, Suite 800  
Indianapolis, Indiana 46204

# 4

**Questions  
&  
Answers**

**about**

**Professional  
Negotiation**

ORIGINAL TEACHER'S PROPOSAL

Agreement Between Board of Education, Community  
Unit No. 1 and the Charleston Teachers Association

PREAMBLE

The Board of Education of Community Unit No. 1 hereinafter referred to as the "Board", and the Charleston Education Association, hereinafter referred to as the "Association", recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the district. Attainment of these educational objectives which is a joint responsibility of the Board, the administrative and supervisory staff and the professional teaching personnel, requires staff participation in the consideration of matters of mutual concern, including those affecting salary and other matters related to professional service.

Attainment of educational objectives of the district requires mutual understanding and cooperation between the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations leading to the determination of matters of mutual concern.

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered. As evidence of its acceptance of the professional rights and responsibilities of teachers, the Association has endorsed the Uniform Code of Ethics of the Education Profession.

It is recognized that the superintendent has a dual role to fulfill, as educational and professional leader of the staff and as chief administrative officer of the board of education. It is recognized that the administration has the responsibility to provide those conditions which enable teachers and other staff members to achieve their professional goals within a framework of improved educational service to pupils. Therefore administrators should be involved in decisions on matters which affect the exercise of this responsibility.

Article I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole negotiation agent for all regularly employed certificated personnel except the superintendent, assistant superintendents and administrative assistants and other individuals holding like positions.
- B. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit defined above.



C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Further, the Board agrees not to negotiate with any teacher individually during the duration of this agreement.

## Article II - DEFINITION OF RESPONSIBILITIES AND RIGHTS

A. The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois provided that such rights and responsibilities shall be exercised in conformity with the provisions of this agreement. However, the Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

B. It is the mutual responsibility of the Board and the Association to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, grievance procedure, and other matters of mutual concern.

C. "Good faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

D. It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

E. Professional employees shall have the right to form, join, or assist professional employees' organization, to participate in professional negotiations with the school board through representatives of their own choosing and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and other educational standards.

F. As a duly elected body exercising governmental power under color of law of the State of Illinois, the School Board undertakes and agrees that it will continue not to directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Illinois or the Constitution of Illinois and the United States; that it will continue not to discriminate against any teacher with respect to hours, wages, terms, or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the School Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any term or condition of employment.

G. Consistent with the Code of Ethics of the Education Profession teachers shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for any discipline or discrimination against a teacher.

H. The School Board and Association agree that they shall not discriminate against any employee or applicant for employment by reason of race, creed, color, marital status, sex, age or national origin, and that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

I. The School Board agrees that its Rules and Regulations governing employees conduct will continue to be reasonable and that enforcement of discipline will be fair and for just cause.

J. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.

K. The Association shall have the right to use the district mail service and teacher mail boxes for communications to teachers.

L. The Association and its representatives shall have the right to use school buildings for meetings.

M. Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. And further provided, no Association's views on matter relating to supervisor-teacher or School Board-Teacher relationships will be discussed in the presence of students.

N. The School Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all School Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

The Association will furnish copies of any pertinent information as reasonably requested by the Board or its representative.

### Article III - EFFECT OF AGREEMENT

A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

B. This agreement shall not be modified in whole or in part by the parties except by an amendment in writing duly executed by both parties.

C. This Agreement shall be incorporated into the School Board Policies of Community Unit No. 1, Charleston, Illinois, and shall be a part of the School Board Policies, which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto during the duration of this Agreement.

D. The terms and conditions of this Agreement shall be reflected in individual contracts.

E. Should any Article, Section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, sections and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or clause.

#### Article IV - NEGOTIATION PROCEDURES

A. Each party in any negotiations shall select its negotiating representatives provided that the Board shall not select a teacher as herein defined as its representative.

B. Either party may select whomever they wish to represent them in negotiations except as limited in "A" above.

C. Negotiations shall begin no later than January 15, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties.

D. During negotiations, agreed-upon material shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which agreement was reached.

#### E. Agreement and Appendices.

When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval. Upon ratification by both parties, they shall become an appendix to this agreement.

#### F. Definition of Impasse.

If agreement is not reached on all items within 60 days of the commencement of negotiations, either party may declare an impasse has been reached and call for the selection of a mediator.

#### G. Mediation.

A mediator shall be selected within seven days from the date on which either party declares in writing to the other that an impasse exists. If the parties cannot agree on a mediator, the mediator shall be selected as prescribed in Subsections 1, 2, and 3 below.

- 1) A list of 5 mediators shall be secured from the Office of Superintendent of Public Instruction, provided that such list shall not include a resident of the involved school district.
- 2) Selection of the mediator shall be made by the parties from the list supplied as determined above. Final selection of the mediator shall be made by the parties alternately striking a name from the list until one name remains, and this person shall serve as mediator. The party eligible for the first deletion shall be determined by chance.
- 3) If the final mediator named is unable to serve, the last name struck from the list shall be the alternate.
- 4) The total time for the mediation process shall not exceed 20 days from the date of selection of the mediator.

The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately and shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement; provided, that the mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.

#### H. Fact Finding.

If agreement cannot be reached through deliberations with a mediator within the prescribed time limits, a fact finder will be selected in the same manner as provided above for the selection of a mediator, provided that the lists submitted by O.S.P.I. shall not include any persons submitted as possible mediators.

The fact finder shall, within 10 days after his selection, meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, and shall take other steps as he deems appropriate. The Board and Association shall furnish the fact finder, upon his request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder.

If the dispute is not settled prior thereto, the fact finder shall make findings of fact and recommend terms of settlement, which recommendations shall be advisory only, within 30 days after his selection. Any findings of fact and recommended terms of settlement shall be submitted in writing to the parties.

Within 10 days from receipt of the written report, both parties must notify the fact finder, in writing, of their decision. If the written report is not accepted, the reasons for nonacceptance must be included in the response.

If no agreement is reached within 10 days from receipt of the written report, the responses will be added to the written report and copies will be released to the public.

## Article V - ATTENDANT COSTS

Cost for consultants chosen by any party shall be paid by that party. The costs for the mediator or for the fact finder shall be shared equally by the Board and the Association.

## Article VI - REPRESENTATION ELECTION

A. An organization challenging the Association must submit evidence that it has at least 30% of the professional employees in the negotiating unit as members. This evidence shall be filed with the secretary of the Board between September 15 and December 1 of the school year in which this agreement terminates. Such referenda shall be limited to one during each school term.

If such petition is deemed valid, a referendum shall be held within 60 days of the filing of the challenge. The organization receiving a majority of the votes cast in any such referendum shall be declared the exclusive representative.

B. All other matters pertaining to the election shall be mutually established by the Association, challenging organization and Board. Upon failure to reach agreement within 15 days following the validation of the petition, the issues in dispute shall be submitted to the AAA for final and binding arbitration in accordance with its rules.

## Article VII - RELATION OF BOARD TO TEACHER

A. The first objective of the School Board is to provide in every classroom a well-trained teacher who will command the respect of the children, who has a thorough knowledge of individual problems and group psychology, and who has achieved adulthood intellectually and emotionally. Similarly, the Board wishes to provide other professional and non-professional workers who are skilled and cooperative for whatever non-teaching services the school system requires.

B. The test of a Board's belief in democracy lies in its personnel procedure. The Board of this district wishes at all times to safeguard and to promote the economic welfare and professional advancement of teachers and other school personnel. To this end, the Board, while in session, will discuss with the Association personnel policies before they are instituted or changed.

C. Insofar as possible, the Board will use objective standards and remove the question of employment from the realm of personal judgment. The Board cannot engage directly in the details of personnel administration but must centralize responsibility and delegate authority within the framework of planned policies.

Article VIII - PROFESSIONAL RELATIONS

The Association's Teacher Welfare Committee shall meet at regular intervals with the Superintendent of Schools to discuss matters of common concern. These matters may include, but are not limited to:

- 1) practices that affect the welfare of pupils and/or teachers,
- 2) alleged injustices that may develop because of the lack of Board or Administrative policy,
- 3) the professional conduct of staff, and
- 4) matters that reflect on the school district and/or the teaching profession.

Article IX - TEACHER QUALIFICATIONS

A. BASIS FOR SELECTING TEACHERS

1. Educational qualifications, experience record, health, personality, emotional stability, and certification shall be the basis for the selection of employees.

2. Except under unusual conditions, teachers rating the highest in the above mentioned criteria will be selected.

3. If at any time, the health, emotional stability, or personality of a teacher jeopardizes the welfare of the students, the Board has the right to initiate proceedings for dismissal.

B. SELECTION OF TEACHERS

1. Minimum Qualifications: Except in cases of emergency or of unusual merit in the selection of new teachers, only teachers with the bachelor's degree or more and regular certificate will be considered for a position in the Community Unit No. 1 Schools.

2. Outside Experience: A. Credit for outside teaching experience will be allowed in full up to five years, providing the five years were in no more than eight years immediately preceding employment. Experience over five years will be given on the basis of one year's credit for every two years' experience up to a total amount of credit of ten years providing the teaching has been done during a period of twenty years immediately preceding employment. (All credit for less than a full year will be dropped.)

B. Credit schedule shall be as follows:

5 yrs. - 5 yrs.	9 yrs. - 7 yrs.	13 yrs. - 9 yrs.
6 yrs. - 5 yrs.	10 yrs. - 7 yrs.	14 yrs. - 9 yrs.
7 yrs. - 6 yrs.	11 yrs. - 8 yrs.	15 yrs. - 10 yrs.
8 yrs. - 6 yrs.	12 yrs. - 8 yrs.	

C. The credit schedule will be followed except when deviation is necessary to comply with the provisions of the minimum salary law.

## Article X - TEACHING LOADS AND ASSIGNMENTS

- A. Staff member participation in extra-curricular activities shall be voluntary.
- B. Staff members shall participate in building faculty meetings and department meetings as scheduled.
- C. Travel time of staff members directly related to teacher duties shall be considered as a part of such teacher's teaching day.
- D. Teachers shall be assigned only within their major and minor fields of study and only within the range of grade level as permitted under their certificate.
- E. Reassignments of grade levels or subjects within a building may be made at any time with the mutual consent of the parties involved.
- F. The Board through the principal will give written notice of assignments for the following school year by the end of the current school year.
- G. Teachers shall:
1. Conduct the classes assigned in a way that will give the students the richest experiences the teacher is capable of providing for them.
  2. To the best of their ability, keep informed on the latest research findings in their field of teaching and in the area of the psychology of learning.
  3. Prepare daily lesson plans and keep them in desk for use of substitutes in case of teacher's absence.
- H. Any teacher wishing to withdraw from an extra-curricular activity the following year may do so by notifying the Superintendent in writing by the end of the current year.

## Article XI - TEACHING CONDITIONS

- A. As rapidly as it is possible to provide teachers and rooms, the size of classes shall be in accordance with the best-known practice and in the interest of the greatest possible teacher efficiency. The Board will work toward these objectives: (1) Standard class size of 25 students; (2) Maximum class size of 30 students with exceptions made for music and physical education. This shall not preclude the adoption of innovative patterns of classroom organizations.
- B. The Staff recognizes its responsibility to all students and shall agree to take that responsibility. However, at the secondary level and junior high school, no teacher shall be required to teach more than two (2) classes of students designated as individual or low-ability classes without the consent of the teacher involved.

C. Staff members agree to assume responsibility to college students who are assigned for student teaching. However, no staff member shall be assigned one of these student teachers without first giving his consent.

## Article XII -- ADVANCED CREDIT

### A. CERTIFIED CREDIT

1. Only work certified by the university attended as being acceptable toward a degree shall be allowable in determining the training of teachers with less than the Master's degree. A teacher shall be considered to have a training level of a Master's degree or above as soon as a statement from the registrar of the university has been submitted stating that all requirements have been met for said degree. A teacher may, at the time of submittal of evidence of a master's degree, also submit evidence from the registrar that in fulfilling requirements for degree, the teacher carried concurrently additional graduate credits over and above those required for degree; said credits may be entered at salary schedule above Master's degree at the particular step on the schedule. Any member of the staff who holds a Master's degree according to the university requirements, and this requirement is more than the usual thirty hours plus a paper, said staff member shall be placed on the salary schedule at the Master's degree level plus the number of hours taken in fulfilling the requirement.

2. Additional training which advances the staff member on another step in the salary schedule shall be effective on September 15, December 15, and March 15 of each school year.

### B. PROFESSIONAL GROWTH

Beginning with the effective date of this agreement all teachers and administrators employed thereafter shall secure six semester hours of professional training at minimum intervals as follows:

1. Those with the bachelor's degree but with less than the master's degree once every four-year period;

2. Those with the Master's degree once every five-year period. Certified staff with the Master's degree may include both graduate and undergraduate credit beyond the Master's level for salary schedule or professional growth requirements if course credit requested is directly related to the person's present or projected assignment, and prior approval of requested course credit is obtained from the Teacher Welfare Committee of the Charleston Education and the Superintendent of Schools.

### C. HOURS BEYOND THE MASTER'S DEGREE

For all courses taken beyond the Master's degree, the following shall apply:

1. The Teacher Welfare Committee of the Association shall review and approve all course work beyond the Master's degree.



2. The following criteria shall be used for approval of post Master's credit:

- a. Working toward a degree.
- b. Working toward state certification.
- c. Taking courses which would directly benefit the teacher in his professional role.

3. A statement of intent shall be given to the Teacher Welfare Committee and the Superintendent indicating the above criteria which the staff member plans to pursue.

4. Central Administration shall notify all staff members of this policy at the beginning of each academic year.

#### D. NON-UNIVERSITY CREDIT

1. Credit will be allowed to those holding the Master's Degree toward the 30 hours beyond the Master's level for salary schedule or professional growth requirements for non-university courses, training programs, institutes, etc. if such programs will aid a person in improvement of his professional competency in his present or projected assignment in Community No. 1.

2. Such programs must be approved by an accreditation agency acceptable to the Teacher Welfare Committee of the Charleston Education Association and the Superintendent of Schools with written approval obtained before enrolling in the program.

#### E. MILITARY AND PEACE CORPS SERVICE

A person holding a qualified teaching position prior to entering military service shall be given up to two years' credit on the salary schedule for his term of service. A person holding a qualified teaching position prior to peace corps service and who held a teaching position during his peace corps service shall receive up to two years' credit on the salary schedule for his service. Nine (9) months of service will qualify for one year credit and eighteen (18) months will qualify for two years' credit.

### Article XIII - TRAVEL AND WORKSHOPS

1. Any teacher may make application to have workshop or educational travel weighed and credited toward the 6 hours required of professional training. Credit will be granted by the Superintendent and the Teacher Welfare Committee of the Association who will weigh the request, assign maximum credit value, and indicate the procedure to be followed for submitting the evidence relating to the educational success of the workshop or travel experience. The maximum number of hours out of the 30 S. H. requirement above the Master's degree cannot exceed 12.

2. Workshop and travel credit for those with less than a Master's degree may apply toward the 6 S. H. requirement of professional training but not toward the advancement on the salary schedule unless the credit was granted by an accredited college or university. Workshop credit shall be based on 1 S. H. credit for each 16 hours of workshop. Those wishing

to apply for workshop credit should do so not less than two weeks prior to the beginning of the course. They should at the time of application present a description of the proposed workshop including projects and educational values of the proposed workshop on a form to be secured from the Administrative office.

3. Travel credit shall be based on a maximum of 1 S. H. per week of foreign travel, and a maximum of  $\frac{1}{2}$  S. H. per week of domestic travel.

4. For local workshops, the Area Curriculum Committee or Administration shall submit a topical outline of the workshop to the Curriculum Steering Committee and the Teachers Welfare Committee of the Association for approval.

5. Final approval of travel credit will be based on the following criterion: What is the ultimate usefulness of the experience in the classroom and in the district as a whole?

#### Article XIV - SICK LEAVE

Staff members shall be allowed unlimited sick leave for one year from the date of illness or injury unless the member's contract is terminated prior to the date in effect for such leave benefits.

The following regulations shall pertain to such a policy:

1. New staff members shall be covered by this policy upon reporting for the first day of work.

2. If a staff member is to be absent for more than one semester and is under 55 years of age, he must then apply for sick leave and make application to his State Retirement Board for disability benefits. The district will pay staff members on such a leave the difference between their disability allowance and annual salary for one calendar year from the date of illness.

3. Any employee who becomes disabled while employed in a non-educational field will not be covered by this policy.

4. Between the ages of 55 and 65 when there may be no disability allowance from the State Retirement Board unless the teacher retires, the district will continue to pay full salary for one year from the date of disability.

5. Extended Illness: Any staff member whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment until such time as a physician certifies the staff member is capable of returning to work. The Board may request an examination by a Board-appointed physician. In no case shall extended illness leave extend beyond two (2) calendar years. The staff member shall retain all accrued benefits upon returning to work.

6. Extended Leaves: Staff members who are granted extended leaves of absences under sections A through D above cannot be assured of placement in the same position when they return. The best possible assignment, however, shall be made within the existing vacancies.

## Article XV - LEAVES OF ABSENCE

### A. MATERNITY LEAVE

Pregnant women on the instructional staff shall discuss maternity leave with the administration by the end of the third month of pregnancy and the terms of the leave of absence shall be established by mutual agreement.

### B. DETACHED SERVICE LEAVE

The Board may grant staff members detached service leave without pay to work for an educational institution, a foundation, professional organization, or an official governmental agency, including the Peace Corps. A staff member who is on tenure and who is granted detached service leave shall not forfeit tenure status or other accrued benefits while on leave.

### C. VISITING DAYS

A staff member may be allowed not more than five visiting days each year with full pay.

Visitations may be within or outside the Charleston school system at such place or places as present the greatest opportunity for growth in the staff member's field of work, and must be mutually agreed upon by the staff member and the supervising principal.

### D. GRADUATE STUDY

A leave of absence of one year may be granted to any teacher on tenure who applies for a leave of absence to secure an advanced degree in his major field.

## Article XVI - SABBATICAL LEAVE

As prescribed by Sec. 24-6-1 of the School Code.

## Article XVII - PROFESSIONAL LEAVE

A. The Board encourages staff members to participate in local, state and national professional organizations. If a member of the staff is appointed to a state or national committee or elected to an office of said organization, the staff member will consult with the Administration and the Teacher Welfare Committee of the Association as to the responsibilities holding such an office demands and they will mutually agree as to the number of days' absence permitted without loss of pay.

B. Application for attendance at a conference will be filed with the Administration on forms developed by the Superintendent and the Teacher Welfare Committee.

C. The application shall be filed prior to the date of the conference. The payment of allowable expenses incurred in attending conferences shall be charged to convention and conference expense item in the budget.

D. Those teachers attending conferences shall submit a report in such form if requested by the Superintendent.

E. Provision shall be made for a substitute if a teacher attends such professional organization meetings or is requested to speak before any group within the school district during school hours.

#### Article XVIII - PERSONAL LEAVE

That School Board policy permit personal leave to a maximum of three days per year. Personal leave here means a necessary absence other than for reasons of illness. The principal of each building shall be notified in the event of such absence. Reasons for this absence shall remain personal and need not be revealed unless the request is for leave prior to or following a holiday or holiday period. Should unusual circumstances arise which are not taken into consideration by this policy, leaves will be granted at the discretion of the principal.

#### Article XIX - JURY DUTY

The school district will pay full salary for jury duty and the teacher will remit all other remuneration for duty to the school district.

#### Article XX - INSURANCE

The Board will continue to provide for each certificated staff member the insurance plans presently in effect.

#### Article XXI - PAYROLL DEDUCTIONS

The Board shall make available to members of the professional staff a payroll deduction for the following associations: Charleston Teachers' Association, Illinois Association of Classroom Teachers, Illinois Education Association, and National Education Association. The Board shall authorize payroll deductions for the following purposes: Tax Sheltered Annuity Program, United Fund, Group Hospitalization, Income Protection, Credit Union, and any other teachers' organization.

## Article XXII - TRAVEL ALLOWANCE

Employees who must travel daily in the school district as a condition of employment shall be paid \$50 annual reimbursement on a semester basis, plus 10 cents per mile on a monthly basis. All other approved travel shall be at 10 cents per mile paid on a monthly basis.

## Article XXIII - ASSIGNMENT, REASSIGNMENT AND TRANSFER

### A. NEW TEACHERS

1. The administration will correspond with excellent prospective teachers as soon after an interview as possible. This correspondence will review the areas covered in the interview such as: curricular and extra-curricular assignments, salary, building assignment, grade level, professional duties and other pertinent information related to the position. The purpose of this correspondence is to eliminate misunderstanding due to the time interval between the interview and the actual time of employment.

2. On or attached to each new teacher's individual contract will be the specific curricular and extra-curricular assignments, position, building, and subject(s) to be taught. It is recognized that it is not always possible to include the precise assignments, but the assignment will be made with as much accuracy as possible. However, when the exact position is determined the teacher will be notified in writing immediately. (The term "position" refers to elementary, junior high, or high school.)

### B. REASSIGNMENT OF PRESENT TEACHERS

1. Qualified presently employed teachers will be allowed to apply for vacancies and new positions, both curricular and extra-curricular that occur in the school system. Applications for reassignment will be made in writing to the Superintendent.

2. As positions become available, they will be advertised to the present teaching staff. Two weeks after the position has been advertised to the present staff, it will then be offered to other applicants.

3. Any member of the staff who desires transfer from one building to another shall apply in writing to the Superintendent no later than April 1, if the transfer is to become effective the following September. If, in the judgment of the administrative personnel the transfer is in the best interest of the school system, the request will be granted. Notification of the decision will be made by the Superintendent.

4. The teacher's professional qualifications shall be the major consideration in determining whether or not he received the vacancy or new position.

5. As positions open in team-teaching situations, members of the team shall have the opportunity to participate in interviewing and hiring prospective team members. All efforts will be made to conduct such interviews in Charleston.

Article XXIV - PROTECTION OF STAFF MEMBERS

A. The Board hereby declares its full support of student disciplinary procedures and policies which are presently in effect and those procedures and policies which may hereafter be adopted by the Board in the matter of student discipline. The Board, the administration, and the staff members recognize a mutual responsibility for the enforcement of such policies and procedures.

B. The Board hereby agrees to indemnify and protect staff members against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board. This indemnity shall include judgments, interest, court costs, reasonable attorney fees, and any costs necessarily expended in the defense of any suit heretofore described.

C. The Board does hereby agree to indemnify and protect staff members against the costs of defense of a criminal proceeding against any staff member by reason of any acts committed within the scope of employment by said staff member. The costs of defense shall include reasonable attorney fees and any other costs necessarily expended in the defense of such criminal action. The indemnity stated in this paragraph shall not apply in the event the staff member is found guilty by a jury or Court of the criminal charge brought against such staff member.

D. Any reasonable time, when a staff member would otherwise be attending to his teaching duties, spent in the preparation of the defense, or attendance at a judicial hearing, pertaining to a civil or criminal charge described in paragraphs B and C above shall not result in a loss of salary or accrued benefits by such staff member.

E. In the event of an injury to a staff member while in the scope of his employment, the salary of such staff member shall continue in full, without reduction in accrued benefits, until

- a. He is able to return to his full-time teaching duties, or
- b. The end of the contract of employment of the staff member with the Board, or
- c. Such staff member qualifies for disability or pension benefits under the Illinois Teachers Retirement System,

whichever event occurs first. In the event Workmen's Compensation is payable by reason of such injury, the salary of such injured staff member may be reduced by the amount of the temporary incapacity payments payable under Workmen's Compensation.

F. The general policy, subject to emergency exceptions, shall be that no action against a staff member may be taken on the basis of a complaint by a parent of a student, or student, unless such proposed action is first reported in writing to such staff member affected thereby and the staff member given an opportunity for a hearing before a representative of the Board concerning the complaint and action proposed to be taken thereon.

G. Any staff member absent from teaching duties by reason of any of the events set forth in Article XXIII shall be considered on leave of absence, provided, however, that such period of absence shall exceed the time limitations as set forth in sub-paragraphs D and E.

H. When notifying a probationary teacher that his contract will not be renewed the administration shall also furnish the teacher with a bill of particulars showing the reasons for non-renewal.

#### Article XXV - SUMMER SCHOOL

A. The summer school at the senior high level shall consist of one (1) session.

B. The salary of the staff member for summer school shall be on the basis of the salary schedule.

C. Application for summer school teaching may be made by a qualified staff member on forms which may be obtained from the school principal or the Central Office. Application shall be filed with the Central Office on the date announced by the Superintendent. Summer school staff will be selected by the first day of May.

D. Summer school positions will be filled by staff members regularly employed by the Board, unless a qualified applicant from the Charleston School System is not available. Preference will be given to those who have been teaching in the field of their major preparation. The following criteria will be considered in making the selection:

1. The staff members who are best trained to meet the needs of the curriculum to be offered.
2. The staff members who are satisfactorily rated by their principals.
3. Tenure staff members will be selected unless a particular teaching need cannot be filled from the list of applicants.
4. When more teachers are available for summer school teaching than there are teaching positions available, the administration will employ teachers on a rotating basis from summer to summer.

E. All applicants will receive notification from the Central Office:

1. That they have been appointed to a position.
2. That there is a possibility for appointment at a later date.
3. That they will not be appointed this summer.

#### Article XXVI - COMPENSATION

A. The salaries of all staff members covered by this Agreement are set forth in Schedules A and B of the Appendix which is attached hereto and made a part hereof.

B. The Board agrees to adopt the individual staff member contract forms attached hereto as in Appendix 1.

## Article XXVII - PROVISIONS APPLYING TO SALARY SCHEDULE

### A. PRIOR SERVICE CREDIT

Experience in other schools shall be evaluated and may count at full value not to exceed eight years for a new teacher. A teacher in the system who joins the local staff at the start of the second semester shall be placed on the next step the following year.

### B. SCHOOL YEAR DEFINED

The salary schedule is based upon a school calendar, to be determined by the Board on the recommendation of the Superintendent and the Teacher Welfare Committee.

### C. SALARY ADJUSTMENTS

While the adoption of an amended salary schedule shall not serve to lower the basic salary of any teacher, neither does it imply an automatic increase to all members of the staff. An increase may be withheld when the professional contribution of a staff member is unsatisfactory. To withhold an increase, however, the staff member in question must have been given notice in writing prior to January 1 that any increase for said staff member may be in jeopardy. The reasons for such action should be written after consultation with the staff members involved. Staff member should be notified in writing sixty days prior to the end of the school term if increase is to be withheld.

## Article XXVIII - RETIREMENT

As specified in the Tenure Act of the State of Illinois, certified personnel are on continuing contract until the age of 65. Retirement becomes effective at the end of the fiscal year, June 30, following the 65th birthday.

## Article XXIX - DURATION OF THE AGREEMENT

This agreement shall be in full force and effect for the school year 1969-70 and shall continue in full force and effect from year to year thereafter, subject to annual change or revision through negotiation between the Board and the Association.

FOR THE BOARD:

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President

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Secretary

FOR THE ASSOCIATION



## GRIEVANCE PROCEDURES

A. Definition--Any claim by the Organization or by a staff member of a violation, misinterpretation or misapplication of the terms of this agreement or of established policy thereunder shall be deemed a grievance when presented in writing.

B. Purpose--The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that proceedings, but not necessarily the grievance itself, will be confidential, and that the proceedings will be as informal as is mutually agreeable. Records shall be kept by both parties.

C. Grievance Representation--Upon selection and certification by the Organization, the Board shall recognize an Organization Grievance Committee. The committee's composition shall be as follows: One elementary teacher, one junior high school teacher, one senior high school teacher, one administrator, and the President of the Organization. The president of the Organization shall notify the Central Office of the persons appointed to the committee by May 31 of each year.

D. Procedure--Since it is important that grievances be processed as rapidly as possible the number of days indicated at each step shall be considered a maximum, and every effort will be made to expedite the process. Staff members having grievances must follow these steps:

Step 1: The parties acknowledge that it is usually most desirable for a staff member and his superior to resolve problems through informal oral discussions. Therefore, any claim shall first be presented orally to the ~~immediate~~ immediate supervisor. The Organization building representative shall be present to assist in the oral resolution of a difference. It shall be the responsibility of the staff member to see that the Organization representative is present.

Step 2: If a settlement satisfactory to the staff member is not arrived at orally, he may file a written statement in quadruplicate on forms provided by the Board within four school attendance days of the oral discussion. In stating his grievance, the staff member must specify the document and the section which was allegedly violated, and must give tangible evidence in support of his grievance. This statement shall be signed by the staff member and presented to his principal or immediate supervisor who shall certify with his signature the date and hour of its receipt. This certification shall be witnessed by the staff member. The principal or immediate supervisor shall, within four school attendance days, write his answer on this form, date it, and sign it. This answer shall be presented to the staff member who shall certify with his signature the date and the hour of its receipt. This certification shall be witnessed by the principal or immediate supervisor, providing the staff member has not signed the form for appeal of the grievance. Any decision accepted as satisfactory, or appealed to Step 3, shall be sent immediately to the Central Office. At this time, the grievance will be numbered and two copies sent immediately to the President of the Organization unless the staff member requests that the Organization not be involved.

Step 3: If the staff member wishes to appeal the answer of the principal or immediate supervisor, the organization Grievance Committee will meet and render a decision within four school attendance days of receipt of the two copies from the Superintendent. If the Organization Grievance Committee

decides that the grievance is invalid, then the Organization will consider the matter closed, and further appeal by the staff member shall be without participation by the Organization. The Organization Grievance Committee shall immediately send its decision to the Superintendent.

Step 4: If the staff member wishes to continue the appeal, he or a representative of the Organization Grievance Committee, or both, must request within four school attendance days of the receipt by the Superintendent of the decision of the Organization Grievance Committee, a meeting with the Superintendent. The Superintendent will then schedule a meeting at a time convenient to both parties. The decision of the Superintendent shall be sent to the staff member within four school attendance days following the meeting.

Step 5: If a staff member wishes to continue the appeal, he or a representative of the Organization Grievance Committee, or both, must request, within four school attendance days of receipt of the decision of the Superintendent, a meeting with the Board in personnel ~~session~~ session. In addition to the staff member, this session may be attended by an Organization representative. This session shall be held within a four week period of receipt of the request. A decision shall be made within seven calendar days of the session, and copies of the written decision shall be sent immediately to the staff member, the chairman of the Organization Grievance Committee, and the Superintendent.

GROUND RULES

## GROUND RULES FOR NEGOTIATIONS

1. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party and each party will be restricted to five representatives.
2. The date, time, place, and agenda of the next meeting shall be established before adjournment of any meeting.
3. Both parties understand and agree to negotiate in good faith.
4. It is the mutual responsibility of the school board and the association that their representative agents shall be clothed with necessary power and authority to make and consider proposals, counter proposals, and tentative agreements.
5. All negotiating meetings shall be closed and information discussed will be confidential except for reports to the respective boards of each party.
6. All tentative agreements shall be written and signed by the spokesman of their respective teams at the meeting the tentative agreement is reached. Signed copies shall be given to each negotiating team.
7. The Agreement or any phase of it shall be considered tentative until the entire agreement is negotiated and ratified by both the School Board and the Association.

BOARD COUNTER-PROPOSAL

June 24, 1969

Agreement Between Board of Education, Community  
Unit No. 1, and the Charleston Teachers Association

PREAMBLE

The Board of Education of Community Unit No. 1, hereinafter referred to as the "Board," and the Charleston Education Association, hereinafter referred to as the "Association," recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the district. Attainment of these educational objectives is a joint responsibility of the voting public, the Board, the administrative and supervisory staff, and the professional teaching personnel.

Article I - RECOGNITION

- A. The Board recognizes the Association as the sole negotiation agent on matters defined as negotiable later in this agreement for all certificated personnel under Board-approved contract except the superintendent, assistant superintendents, central office administrative assistants, principals, and assistant principals.
- B. The term "teacher," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit defined above.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Further, the Board agrees not to negotiate with any teacher individually during the duration of this

agreement except as provided in any grievance procedure approved by the Association and the Board as an appendix to this agreement. However, the Board reserves the right to set increments and length of contract for teachers having special assignments. (Has reference to athletic, music, etc., increments)

Article II - DEFINITION OF RESPONSIBILITIES AND RIGHTS

A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois. Within the realm of current statutes, the Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

B. It is the mutual responsibility of the Board and the Association to meet and negotiate in good faith with respect to salaries, related economic conditions of employment (fringe benefits), grievance procedure, and negotiation procedures.

C. "Good faith" is defined as the mutual responsibility of the Board and the Association and their respective representatives to deal with each other openly and fairly, and to sincerely endeavor to reach agreement on items being negotiated.

D. It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of

negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

E. It is also the responsibility of the Board and the Association to keep information confidential until there is agreement on all matters being negotiated at which time information will be released by mutual agreement.

F. The Association shall have the right to post notices of its business affairs in designated places in each school building providing advance approval is obtained from the building principal.

G. The Association shall have the right to use the district school mail service and teacher mail boxes for communications to teachers. A copy of all communications to Association members are to be sent to the principals and superintendent at the same time.

H. The Association shall have the right to use school buildings for meetings concerned with Association business, providing approval is obtained 48 hours in advance. There will be "no charge" for use of the building providing a custodian is on duty during the meeting as part of his daily working hours. Charges will be made at all other times according to the Building Rental Policy as it relates to school and related groups.

I. The Association shall have the right to transact official Association business on school property at all reasonable times,



other than during school hours, provided that this shall not interfere with or interrupt school operations. And further provided, the Association's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

J. The Board will make available current financial data and other information classified as "public" information upon reasonable request from the Association. The Association will furnish copies of any pertinent information as reasonably requested by the Board or its representative.

### Article III - EFFECT OF AGREEMENT

A. The parties mutually agree that the terms and conditions set forth in this Agreement may be added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto, or as provided in Section B of this article.

B. The parties mutually agree to delete any portion of this Agreement that conflicts with any statute enacted by the Illinois legislature.

C. Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section,

## Article IV - NEGOTIATION PROCEDURES

A. Each party may select whomever it wishes to represent it in negotiations provided that not more than five persons (negotiation team members, consultants, and observers) representing it are present at any one time in a negotiations session except by mutual consent of both parties. The chairman of the Board negotiations team shall be a Board member or an administrator. The chairman of the Association negotiations team shall be a CEA member.

B. Negotiations on matters for a given year (restricted as indicated in II.B) shall be presented in a package with negotiations beginning no later than the preceding November 1 unless both parties agree to an alternate date. Meetings will be held at times and places agreed to by both parties.

C. During negotiations, tentatively agreed-upon material, if any, shall be prepared as minutes for the Board and the Association and signed prior to the adjournment of the meeting which agreement was reached.

### D. Agreement and Appendices

When the Association and Board negotiating committees reach tentative agreement on all matters being negotiated for that school year, they will be reduced to writing and shall be submitted to the membership of the Association and to the Board of Education.

#### E. Definition of Impasse

If agreement is not reached on matters in the original package by April 1, either party may declare an impasse has been reached and call for the selection of a mediator.

#### F. Mediation

A mediator shall be selected within 15 days from the date on which either party declares in writing to the other that an impasse exists. If the parties cannot agree on a mediator, the mediator shall be selected as prescribed in Subsections 1, 2, and 3 below.

- 1) A list of 5 mediators shall be secured from the office of Superintendent of Public Instruction, provided that such list shall not include a resident of the involved school district.
- 2) Selection of the mediator shall be made by the parties from the list supplied as determined above. Final selection of the mediator shall be made by the parties alternately deleting a name from the list until one name remains, and this person shall serve as mediator. The party eligible for the first deletion shall be determined by chance.
- 3) If the final mediator named is unable to serve, the last name deleted from the list shall be the alternate.
- 4) The total time for the mediation process shall not exceed 20 days from the date of selection of the mediator.

The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately and

shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement; provided that the mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.

G. Fact Finding

If agreement cannot be reached through deliberations with a mediator within the prescribed time limits, a fact finder will be selected in the same manner as provided above for the selection of a mediator, provided that the lists submitted by O.S.P.I. shall not include any persons submitted as possible mediators.

The fact finder shall, within 10 days after his selection, meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, and shall take other steps as he deems appropriate. The Board and Association shall furnish the fact finder, upon his request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact finder.

If the dispute is not settled prior thereto, the fact finder shall make findings of fact and recommend terms of settlement, which recommendations shall be advisory only, within 30 days after his selection. Any findings of fact and recommended terms of settlement shall be submitted in writing to the parties.

Within 10 days from receipt of the written report, both parties must notify the fact finder, in writing, of their decision. If the fact finder's written report is not accepted, the reasons for nonacceptance must be included in the parties'

If no agreement is reached within 10 days from receipt of the written report, the responses will be added to the written report and copies will be released to the public.

#### Article V - ATTENDANT COSTS

Cost for consultants chosen by any party shall be paid by that party. The costs for the mediator or for the fact finder shall be shared equally by the Board and the Association.

#### Article VI - REPRESENTATION ELECTION

A. An organization challenging the Association must submit evidence that it has at least 30% of the professional employees in the negotiating unit as members. This evidence shall be filed with the secretary of the Board between September 15 and December 1 of the school year in which this agreement terminates. Such referenda shall be limited to one during each school term.

If such petition is deemed valid, a referendum shall be held within 60 days of the filing of the challenge. The organization receiving a majority of the votes cast in any such referendum shall be declared the exclusive representative.

B. All other matters pertaining to the election shall be mutually established by the Association, challenging organization, and Board. Upon failure to reach agreement within 15 days following the validation of the petition, the issues in dispute shall be submitted to the AAA for final and binding arbitration in accordance with its rules.

BOARD COUNTER-PROPOSAL  
FOR GRIEVANCE PROCEDURE

## GRIEVANCE PROCEDURE

- A. Definition. Any claim by the Association or a teacher, or by a certificated employee not represented by the Association as negotiation agent, of a violation, misinterpretation, or misapplication of this agreement, presented in writing following the procedure prescribed in paragraph D of this Article, is a grievance.
- B. Purpose. The purpose of this procedure is to achieve equitable solutions to grievances with minimum involvement by Board members, administrative and supervisory employees, and Association officials.
- C. Grievance Committees. The Association Grievance Committee shall consist of one elementary teacher, one junior high school teacher, one senior high school teacher, and the Association President. The membership of the Committee for a school year shall be selected by the Association and certified to the Board not later than the preceding May 31.
- The Board Grievance Committee shall consist of three Board members and the Superintendent. The membership of the Committee for a year starting with its organization meeting in April shall be reported in the minutes of that meeting.
- D. Procedure. The Board and Association agree that grievances, and claims that may develop into grievances, should be settled equitably and promptly.

Step 0. (The Grievance Prevention Step) Any claim that may develop into a grievance shall be presented orally first.

If the claim is made by a teacher, the presentation shall be made to the teacher's immediate supervisor in the presence of the Association building representative (or other designated representative if the teacher's primary duties are not confined to one building), and also in the presence of a representative of the Board if the claim is against the Association. If a claim against the Association is made by someone other than a teacher, the presentation shall be made to the Association President in the presence of the Superintendent. Those present at an oral presentation shall try to achieve a satisfactory settlement so the person making the claim will not initiate a grievance.

Step 1. If a settlement satisfactory to the staff member (the individual making the claim in Step 0) is not achieved in Step I, he may submit WFSAD after the oral presentation conducted as prescribed in Step 0, to his principal or immediate supervisor (or to the Superintendent if a grievance against the Board is filed by an Association official, or to the Association President if a grievance against the Association is filed by a staff member representing the Board), a written signed statement specifying the document allegedly violated and giving tangible evidence supporting his grievance. The recipient will return WFSAD to the staff member the statement endorsed with his written response. The staff member will file with the Superintendent one copy after endorsing it to indicate whether or not he accepts the settlement achieved at this point.

Step 2. If the staff member wishes to appeal the settlement achieved in Step 1, he indicated this in his endorsement of the



copy submitted to the Superintendent. The Superintendent forwards the endorsed copy to the appropriate Grievance Committee which meets and renders its decision WFSAD after receiving the grievance form.

Step 3. If the staff member wishes to appeal the decision reached in Step 2, he may request the Superintendent to conduct a hearing with the two Grievance Committees and other involved invited to be present. If the Association Grievance Committee does not accept the invitation, the matter is closed as far as Board-Association relations are concerned. If a settlement satisfactory to the Grievance Committee(s) present at the hearing is achieved, this closes the matter. If a settlement satisfactory to the Grievance Committee(s) present at the hearing is not achieved, the Superintendent refers the matter to the Board for review and settlement.

FIRST NEGOTIATED AGREEMENT  
PRESENTED TO BOARD AND CEA

AGREEMENT BETWEEN BOARD OF EDUCATION, COMMUNITY UNIT  
NO. 1, AND THE CHARLESTON EDUCATION ASSOCIATION

PREAMBLE

The Board of Education of Community Unit No. 1, hereinafter referred to as the "Board," and the Charleston Education Association, hereinafter referred to as the "Association," recognize that attainment of educational objectives is a joint responsibility of the public, the Board, the administrative and supervisory staff, and the professional teaching personnel.

Article I -- RECOGNITION

- A. The Board recognizes the Association as the exclusive negotiation agent for all certificated personnel under Board-approved contract except the superintendent, assistant superintendents, central office administrative assistants, principals, and assistant principals.
- B. The term "teacher," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit defined above.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Further, the Board agrees not to negotiate with any teacher individually during the duration of this agreement except as provided in the grievance procedure which is a part of this agreement. However, the Board reserves the right to set length of contract for teachers having special assignments.

Article II -- DEFINITION OF RESPONSIBILITIES AND RIGHTS

- A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by

the statutes of the State of Illinois. Within the realm of current statutes, the Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

B. The Board and the Association shall meet and negotiate in good faith with respect to salaries, related economic conditions of employment (fringe benefits), grievance procedure, and negotiation procedures. Other items will be considered for inclusion in the negotiations proposal at the time of its presentation.

C. "Good faith" is defined as the mutual responsibility of the Board and the Association and their respective representatives to deal with each other openly and fairly, and to sincerely endeavor to reach agreement on items being negotiated.

D. The Board and the Association shall confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

E. The Board and the Association agree to keep information regarding negotiations confidential until there is agreement on all matters being negotiated at which time information regarding agreements that have been reached may be released. However, this stipulation may be voided by either party upon written notice to the other party at least 72 hours before the first negotiation meeting.

F. The Association shall have the right to post notices of its business affairs in designated places in each school building.

G. The Association shall have the right to use the district school mail service and teacher mail boxes for communications to teachers.

H. The Association shall have the right to use school buildings for meetings concerned with Association business, providing approval is obtained in advance. There will be "no charge" for use of the building providing a custodián . is on duty during the meeting as part of his daily working hours. Charges will be made at all other times according to the Building Rental Policy as it relates to school and related groups.

I. The Association shall have the right to transact official Association business on school property at all reasonable times, other than during school hours, provided that this shall not interfere with or interrupt school operations. And further provided, the Association's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of the students.

J. The Board will make available current financial data and other information classified as "public" information upon reasonable request from the Association. The Association will furnish copies of any pertinent information as reasonably requested by the Board or its representative.

K. As a duly elected body exercising governmental power under color of law of the State of Illinois, the Board undertakes and agrees that it will continue not to directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Illinois or the Constitution of Illinois and the United States; that it will continue not to discriminate against any teacher with respect to any items covered in II.B by reason of his membership in the Association.

#### Article III -- EFFECT OF AGREEMENT

A. The parties mutually agree that the terms and conditions set forth in this agreement may be added to, deleted from, or modified only through the voluntary

mutual consent of the parties in an amendment hereto. Such amendment would be negotiated pursuant to the terms of Article IV or as provided in Sections B and C of this article.

B. The parties mutually agree to delete any portion of this agreement that conflicts with any statute enacted by the Illinois legislature.

C. Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section, or clause.

D. Should the legal department of the OSPI express an opinion that any Article, Section, or clause of the Agreement is in conflict with existing law, the parties mutually agree to discuss the implications of this opinion and possible changes in the Agreement arising from it that might be advantageous to both parties.

#### Article IV -- NEGOTIATION PROCEDURES

A. Each party may select whomever it wishes to represent it in negotiations provided that not more than five persons (negotiation team members, consultants, and observers) representing it are present at any one time in a negotiations session except by mutual consent of both parties and provided that the chairman of the Board negotiations team shall be a Board member or an administrator, and the chairman of the Association negotiations team shall be a CEA member.

B. Negotiations on matters for a given year (restricted as indicated in II.B) shall be presented in a package with negotiations beginning no later than the

preceding November 1 unless either party requests an alternate date. It is understood that items in the package may be modified as mutually agreed upon during the negotiation process. Meetings will be held at times and places agreed to by both parties.

C. During negotiations, tentatively agreed-upon material, if any, shall be prepared as a record for the Board and the Association and signed prior to the adjournment of the meeting at which tentative agreement was reached.

D. Agreement and Appendices

When the Association and Board negotiating committees reach tentative agreement on all matters being negotiated for that school year, they will be reduced to writing and shall be submitted for ratification to the membership of the Association and to the Board.

E. Impasse

If agreement is not reached on matters in the original package by April 1, either party may declare that an impasse has been reached and call for the selection of a mediator as prescribed in Article IV.F.

F. Mediation

A mediator shall be selected within 15 days from the date on which either party declares in writing to the other that an impasse exists. Note in Section E that an impasse cannot be declared until after April 1. If the parties cannot agree on a mediator, the mediator shall be selected as prescribed in Subsections 1, 2, and 3 below.

- 1) A list of 5 mediators shall be secured from the Office of Superintendent of Public Instruction, AAA (American Arbitration Association) and FMCS (Federal Mediation and Conciliation Service), provided that such list shall not include a resident of the involved school district.

- 2) Selection of the mediator shall be made by the parties from the list supplied as determined above. Final selection of the mediator shall be made by the parties alternately deleting a name from the list until one name remains, and this person shall serve as mediator. The party eligible for the first deletion shall be determined by chance.
- 3) If the final mediator named is unable to serve, the last name deleted from the list shall be the alternate.
- 4) The total time for the mediation process shall not exceed 20 days from the date of selection of the mediator.

The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately and shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement; provided that the mediator shall not, without the consent of both parties, make finding of fact or publish or make public any information or recommendations on terms of settlement.

#### G. Fact Finding

If agreement cannot be reached through deliberations with a mediator within the prescribed time limits, a fact finder will be selected in the same manner as provided above for the selection of a mediator, provided that the lists submitted by OSPI, AAA, and FMCS shall not include any persons submitted as possible mediators.

The fact finder shall, within 10 days after his selection, meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, and shall take other steps



as he deems appropriate. The Board and Association shall make available to the fact finder, upon his request, all records, papers, and public information in their possession relating to any matter under investigation by or in issue before the fact finder.

If the dispute is not settled prior thereto, the fact finder shall make findings of fact and recommend terms of settlement, which recommendations shall be advisory only, within 30 days after his selection. Any findings of fact and recommended terms of settlement shall be submitted in writing to the parties.

Within 10 days from receipt of the written report, both parties must notify the fact finder, in writing, of their decision. If the fact finder's written report is not accepted, the reasons for nonacceptance must be included in the parties' response.

If no agreement is reached within 10 days from receipt of the written report, the responses will be added to the written report and copies will be released to the public.

#### Article V -- ATTENDANT COSTS

Cost for consultants chosen by any party shall be paid by that party. The costs for the mediator or for the fact finder shall be shared equally by the Board and the Association.

#### Article VI -- REPRESENTATION ELECTION

A. An organization challenging the Association must submit evidence that it has at least 30% of the professional employees in the negotiating unit as members. This evidence shall be filed with the secretary of the Board between September 15 and November 1. Such referenda shall be limited to one during each school term.

If such petition is deemed valid by the Board, a referendum shall be held within 60 days of the filing of the challenge. The organization receiving a majority of the votes cast in any such referendum shall be declared the exclusive representative.

B. All other matters pertaining to the election shall be mutually established by the Association, challenging organization, and Board. Upon failure to reach agreement within 15 days following the validation of the petition, the issues in dispute shall be submitted to the AAA for final and binding arbitration in accordance with their rules.

#### Article VII -- GRIEVANCE PROCEDURE

A. Definition. Any claim by the Association or a teacher, or by a certificated employee not represented by the Association as negotiation agent, or by the Board or an agent of the Board, of a violation, misinterpretation, or misapplication of this agreement, presented in writing following the procedure prescribed in paragraph D of this Article, is a grievance.

B. Purpose. The purpose of this procedure is to achieve equitable solutions to grievances with minimum involvement by Board members, administrative and supervisory employees, and Association officials.

C. Grievance Committees. The Association Grievance Committee shall consist of four members including the Association President and shall be convened by the Association President to process grievances. The Board Grievance Committee consisting of four members including the Superintendent shall be convened by the Superintendent as necessary to process grievances.

D. Procedure. The Board and Association agree that grievances, and claims that may develop into grievances, should be settled equitably and promptly. All persons receiving written grievance items will acknowledge time of receipt.

Step 0. (The Grievance Prevention Step) Any claim that may develop into a grievance shall be presented orally first. If the claim is made by a teacher, the presentation shall be made to the teacher's immediate supervisor in the presence of the Association building representative (or other designated representative if the teacher's primary duties are not confined to one building), and also in the presence of the Superintendent or someone designated by him. If a claim against the Association is made by someone other than a teacher, the presentation shall be made to the Association President in the presence of the Superintendent. Those present at an oral presentation shall try to achieve a satisfactory settlement so the person making the claim will not initiate a grievance.

Step 1. If a settlement satisfactory to the staff member (the individual making the claim in Step 0) is not achieved in Step 0, he may submit within 4 school attendance days after the oral presentation conducted as prescribed in Step 0, to his principal or immediate supervisor (or to the Superintendent if a grievance against the Board is filed by an Association official, or to the Association President if a grievance against the Association is filed by a staff member representing the Board), a written signed statement in quadruplicate specifying the section or sections of this agreement allegedly violated, giving tangible evidence supporting his grievance. The recipient will return within four school attendance days to the staff member the statement endorsed with his written response. The staff member will file with the Superintendent one copy and the Association President one copy after endorsing them to indicate whether or not he accepts the settlement achieved at this point.

Step 2. If the staff member wishes to appeal the settlement achieved in Step 1, he may indicate this in his endorsement of the copy submitted to the Superintendent. The Superintendent may take appropriate steps to achieve a satisfactory settlement. If a satisfactory settlement is not achieved by the

Superintendent within 4 school days following his receipt of it, he forwards the endorsed copy to the appropriate Grievance Committee which meets and renders its decision within 4 school attendance days after receiving the grievance form.

Step 3. If the staff member wishes to appeal the decision reached in Step 2, he may request the Superintendent to conduct a hearing with the two Grievance Committees and others involved invited to be present. If the Association Grievance Committee does not accept the invitation, the matter is closed as far as Board-Association relations are concerned. If a settlement satisfactory to the Grievance Committee(s) present at the hearing is achieved, this closes the matter. If a settlement satisfactory to the Grievance Committee(s) present at the hearing is not achieved, the Superintendent refers the matter to the Board for a hearing in executive session with the aggrieved and person whom the grievance was filed against as well as one or more members of the Grievance Committee(s) in attendance.

Step 4. If a satisfactory settlement is not reached in executive session of the Board, the matter will be submitted within 14 school days to an arbitrator selected in the same manner as a mediator is selected in Article IV, Section F. The decision of the arbitrator shall be advisory in nature and not binding on the parties to this agreement.

#### Article VIII -- DURATION OF THE AGREEMENT

This agreement shall be in full force and effect for the school year 1969-70 and shall continue in full force and effect from year to year thereafter, subject to annual change or revision through negotiation between the Board and the Association, and also subject to provisions of Article VI.

Article IX -- ACCEPTANCE

FOR THE BOARD:

FOR CHARLESTON EDUCATION ASSOCIATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

DATE: \_\_\_\_\_

FINAL NEGOTIATED AGREEMENT  
PRESENTED TO BOARD AND CEA FOR RATIFICATION

AGREEMENT BETWEEN BOARD OF EDUCATION, COMMUNITY UNIT  
NO. 1, AND THE CHARLESTON EDUCATION ASSOCIATION

PREAMBLE

The Board of Education of Community Unit No. 1, hereinafter referred to as the "Board," and the Charleston Education Association, hereinafter referred to as the "Association," recognize that attainment of educational objectives is a joint responsibility of the public, the Board, the administrative and supervisory staff, and the professional teaching personnel.

Article I -- RECOGNITION

- A. The Board recognizes the Association as the exclusive negotiation agent for all certificated personnel under Board-approved contract except the superintendent, assistant superintendents, central office administrative assistants, principals, and assistant principals.
- B. The term "teacher," when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit defined above.
- C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Further, the Board agrees not to negotiate with any teacher individually during the duration of this agreement except as provided in the grievance procedure which is a part of this agreement. However, the Board reserves the right to set length of contract for teachers having special assignments.

Article II -- DEFINITION OF RESPONSIBILITIES AND RIGHTS

- A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by

the statutes of the State of Illinois. Within the realm of current statutes, the Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

B. The Board and the Association shall meet and negotiate in good faith with respect to salaries, related economic conditions of employment (fringe benefits), grievance procedure, and negotiation procedures. Other items will be considered for inclusion in the negotiations proposal at the time of its presentation.

C. "Good faith" is defined as the mutual responsibility of the Board and the Association and their respective representatives to deal with each other openly and fairly, and to sincerely endeavor to reach agreement on items being negotiated.

D. The Board and the Association shall confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

E. The Board and the Association agree to keep information regarding negotiations confidential until there is agreement on all matters being negotiated at which time information regarding agreements that have been reached may be released. However, this stipulation may be voided by either party upon written notice to the other party at least 72 hours before the first negotiation meeting.

F. The Association shall have the right to post notices of its business affairs in designated places in each school building.

G. The Association shall have the right to use the district school mail service and teacher mail boxes for communications to teachers.



H. The Association shall have the right to use school buildings for meetings concerned with Association business, providing approval is obtained in advance. There will be "no charge" for use of the building providing a custodian is on duty during the meeting as part of his daily working hours. Charges will be made at all other times according to the Building Rental Policy as it relates to school and related groups.

I. The Association shall have the right to transact official Association business on school property at all reasonable times, other than during school hours, provided that this shall not interfere with or interrupt school operations. And further provided, the Association's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of the students.

J. The Board will make available current financial data and other information classified as "public" information upon reasonable request from the Association. The Association will furnish copies of any pertinent information as reasonably requested by the Board or its representative.

K. As a duly elected body exercising governmental power under color of law of the State of Illinois, the Board undertakes and agrees that it will continue not to directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Illinois or the Constitution of Illinois and the United States; that it will continue not to discriminate against any teacher with respect to any items covered in II.B by reason of his membership in the Association.

### Article III -- EFFECT OF AGREEMENT

A. The parties mutually agree that the terms and conditions set forth in this agreement may be added to, deleted from, or modified only through the voluntary

mutual consent of the parties in an amendment hereto. Such amendment would be negotiated pursuant to the terms of Article IV or as provided in Sections B and C of this article.

B. The parties mutually agree to delete any portion of this agreement that conflicts with any statute enacted by the Illinois legislature.

C. Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section, or clause.

D. Should the legal department of the OSPI express an opinion that any Article, Section, or clause of the Agreement is in conflict with existing law, the parties mutually agree to discuss the implications of this opinion and possible changes in the Agreement arising from it that might be advantageous to both parties.

#### Article IV -- NEGOTIATION PROCEDURES

A. Each party may select whomever it wishes to represent it in negotiations provided that not more than five persons (negotiation team members, consultants, and observers) representing it are present at any one time in a negotiations session except by mutual consent of both parties and provided that the chairman of the Board negotiations team shall be a Board member or an administrator, and the chairman of the Association negotiations team shall be a CEA member.

B. Negotiations on matters for a given year (restricted as indicated in II.B) shall be presented in a package with negotiations beginning no later than the

preceding November 1 unless either party requests an alternate date. It is understood that items in the package may be modified as mutually agreed upon during the negotiation process. Meetings will be held at times and places agreed to by both parties.

C. During negotiations, tentatively agreed-upon material, if any, shall be prepared as a record for the Board and the Association and signed prior to the adjournment of the meeting at which tentative agreement was reached.

D. Agreement and Appendices

When the Association and Board negotiating committees reach tentative agreement on all matters being negotiated for that school year, they will be reduced to writing and shall be submitted for ratification to the membership of the Association and to the Board.

E. Impasse

If agreement is not reached on matters in the original package by April 1, either party may declare that an impasse has been reached and call for the selection of a mediator as prescribed in Article IV.F.

F. Mediation

A mediator shall be selected within 15 days from the date on which either party declares in writing to the other that an impasse exists. Note in Section E that an impasse cannot be declared until after April 1. If the parties cannot agree on a mediator, the mediator shall be selected as prescribed in Subsections 1, 2, and 3 below.

- 1) A list of 5 mediators shall be secured from the Office of Superintendent of Public Instruction, AAA (American Arbitration Association) and FMCS (Federal Mediation and Conciliation Service), provided that such list shall not include a resident of the involved school district.

- 2) Selection of the mediator shall be made by the parties from the list supplied as determined above. Final selection of the mediator shall be made by the parties alternately deleting a name from the list until one name remains, and this person shall serve as mediator. The party eligible for the first deletion shall be determined by chance.
- 3) If the final mediator named is unable to serve, the last name deleted from the list shall be the alternate.
- 4) The total time for the mediation process shall not exceed 20 days from the date of selection of the mediator.

The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately and shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement; provided that the mediator shall not, without the consent of both parties, make finding of fact or publish or make public any information or recommendations on terms of settlement.

#### G. Fact Finding

If agreement cannot be reached through deliberations with a mediator within the prescribed time limits, a fact finder will be selected in the same manner as provided above for the selection of a mediator, provided that the lists submitted by OSPI, AAA, and FMCS shall not include any persons submitted as possible mediators.

The fact finder shall, within 10 days after his selection, meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, and shall take other steps

as he deems appropriate. The Board and Association shall make available to the fact finder, upon his request, all records, papers, and public information in their possession relating to any matter under investigation by or in issue before the fact finder.

If the dispute is not settled prior thereto, the fact finder shall make findings of fact and recommend terms of settlement, which recommendations shall be advisory only, within 30 days after his selection. Any findings of fact and recommended terms of settlement shall be submitted in writing to the parties.

Within 10 days from receipt of the written report, both parties must notify the fact finder, in writing, of their decision. If the fact finder's written report is not accepted, the reasons for nonacceptance must be included in the parties' response.

If no agreement is reached within 10 days from receipt of the written report, the responses will be added to the written report and copies will be released to the public.

#### Article V -- ATTENDANT COSTS

Cost for consultants chosen by any party shall be paid by that party. The costs for the mediator or for the fact finder shall be shared equally by the Board and the Association.

#### Article VI -- REPRESENTATION ELECTION

A. An organization challenging the Association must submit evidence that it has at least 30% of the professional employees in the negotiating unit as members. This evidence shall be filed with the secretary of the Board between September 15 and November 1. Such referenda shall be limited to one during each school term.

If such petition is deemed valid by the Board, a referendum shall be held within 60 days of the filing of the challenge. The organization receiving a majority of the votes cast in any such referendum shall be declared the exclusive representative.

B. All other matters pertaining to the election shall be mutually established by the Association, challenging organization, and Board. Upon failure to reach agreement within 15 days following the validation of the petition, the issues in dispute shall be submitted to the AAA for final and binding arbitration in accordance with their rules.

#### Article VII -- GRIEVANCE PROCEDURE

A. Definition. Any claim by the Association or a teacher, or by a certificated employee not represented by the Association as negotiation agent, or by the Board or an agent of the Board, of a violation, misinterpretation, or misapplication of this agreement, presented in writing following the procedure prescribed in paragraph D of this Article, is a grievance.

B. Purpose. The purpose of this procedure is to achieve equitable solutions to grievances with minimum involvement by Board members, administrative and supervisory employees, and Association officials.

C. Grievance Committees. The Association Grievance Committee shall consist of four members including the Association President and shall be convened by the Association President to process grievances. The Board Grievance Committee consisting of four members including the Superintendent shall be convened by the Superintendent as necessary to process grievances.

D. Procedure. The Board and Association agree that grievances, and claims that may develop into grievances, should be settled equitably and promptly. All persons receiving written grievance items will acknowledge time of receipt.

Step 0. (The Grievance Prevention Step) Any claim that may develop into a grievance shall be presented orally first. If the claim is made by a teacher, the presentation shall be made to the teacher's immediate supervisor in the presence of the Association building representative (or other designated representative if the teacher's primary duties are not confined to one building), and also in the presence of the Superintendent or someone designated by him. If a claim against the Association is made by someone other than a teacher, the presentation shall be made to the Association President in the presence of the Superintendent. Those present at an oral presentation shall try to achieve a satisfactory settlement so the person making the claim will not initiate a grievance.

Step 1. If a settlement satisfactory to the staff member (the individual making the claim in Step 0) is not achieved in Step 0, he may submit within 4 school attendance days after the oral presentation conducted as prescribed in Step 0, to his principal or immediate supervisor (or to the Superintendent if a grievance against the Board is filed by an Association official, or to the Association President if a grievance against the Association is filed by a staff member representing the Board), a written signed statement in quadruplicate specifying the section or sections of this agreement allegedly violated, giving tangible evidence supporting his grievance. The recipient will return within four school attendance days to the staff member the statement endorsed with his written response. The staff member will file with the Superintendent one copy and the Association President one copy after endorsing them to indicate whether or not he accepts the settlement achieved at this point.

Step 2. If the staff member wishes to appeal the settlement achieved in Step 1, he may indicate this in his endorsement of the copy submitted to the Superintendent. The Superintendent may take appropriate steps to achieve a satisfactory settlement. If a satisfactory settlement is not achieved by the

Superintendent within 4 school days following his receipt of it, he forwards the endorsed copy to the appropriate Grievance Committee which meets and renders its decision within 4 school attendance days after receiving the grievance form.

Step 3. If the staff member wishes to appeal the decision reached in Step 2, he may request the Superintendent to conduct a hearing with the two Grievance Committees and others involved invited to be present. If the Association Grievance Committee does not accept the invitation, the matter is closed as far as Board-Association relations are concerned. If a settlement satisfactory to the Grievance Committee(s) present at the hearing is achieved, this closes the matter. If a settlement satisfactory to the Grievance Committee(s) present at the hearing is not achieved, the Superintendent refers the matter to the Board for a hearing in executive session with the aggrieved and person whom the grievance was filed against as well as one or more members of the Grievance Committee(s) in attendance.

Step 4. If a satisfactory settlement is not reached in executive session of the Board, the matter will be submitted within 14 school days to an arbitrator selected in the same manner as a mediator is selected in Article IV, Section F. The decision of the arbitrator shall be advisory in nature and not binding on the parties to this agreement.

#### Article VIII -- DURATION OF THE AGREEMENT

This agreement shall be in full force and effect for the school year 1969-70 and shall continue in full force and effect from year to year thereafter, subject to annual change or revision through negotiation between the Board and the Association, and also subject to provisions of Article VI.



Article IX -- ACCEPTANCE

FOR THE BOARD:

FOR CHARLESTON EDUCATION ASSOCIATION:

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President

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President

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Secretary

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Secretary

DATE: \_\_\_\_\_