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# An Assessment of attitudes with respect to professional negotiation litigation in Giltner, Nebraska

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AN ASSESSMENT OF ATTITUDES  
WITH RESPECT TO PROFESSIONAL NEGOTIATION LITIGATION  
IN GILTNER, NEBRASKA

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A Field Study Project Proposal  
Presented to  
the Faculty of the Graduate College  
The University of Nebraska at Omaha

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In Partial Fulfillment  
of the Requirements for the Degree  
Specialist in Education

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by  
Clifford J. Tegler  
August, 1975

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Accepted for the faculty of the Graduate College at  
The University of Nebraska at Omaha, in partial fulfillment of  
the requirements for the degree Specialist in Education.

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## ACKNOWLEDGMENTS

To Dr. Kenneth Burkholder, chairman of my committee, for his patience, understanding and guidance.

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To The University of Nebraska at Omaha for presenting me with the opportunity to obtain the degree, Specialist in Education.

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## CHAPTER 1

### THE PROBLEM AND DEFINITION OF TERMS USED

#### INTRODUCTION

Historical description. The village of Giltner is located in Hamilton County approximately fourteen miles southwest of the county seat, Aurora. The school district, 002 Hamilton County, encompasses the village of Giltner and surrounding farm land. According to the 75th Nebraska Educational Directory, published by the State Department of Education, the Giltner Public School system is a Class II school district, with an enrollment of 264 students, kindergarten through the twelfth grade. The Directory reported a staff of twenty one certificated persons. Ten were listed as elementary teachers and eleven as secondary. The average tenure for the faculty at the close of the 1972-73 school term was listed as 3.4 years for elementary teachers and 4.0 years for secondary teachers. It had been reported by the Aurora News Register that ten new names appeared on the 1973-74 faculty roster. This indicated a turn-over of 48% of the 1972-73 faculty. The Grand Island Daily Independent stated that nine teachers resigned after the 1973-74 contracts were let.

The State Department Directory also reported an operating mill levy for the school district of 25.36 mills and a bond and special levy of 2.30 mills.

Contract negotiations for the 1973-74 school year reached an impasse in early March, 1973. Negotiations had been in progress since early De-

ember, 1972 and had failed to produce any agreement other than a grievance procedure which was adopted by the Giltner Board of Education and the Giltner Association of Educators pending adoption of the entire negotiated proceedings.

The latter part of March, 1973 the President of the Giltner Board of Education telephoned the school superintendent at his office and asked if he had information relative to the fact that the Giltner Public Schools was to be taken before the Court of Industrial Relations. The superintendent replied to him that he did not but that he would try to obtain such information. Later, this same afternoon, the superintendent heard upon the release of news bulletins to radio stations within the Giltner area that the Giltner School District was the recipient of a suit filed by the Giltner Association of Educators with the Court of Industrial Relations. On the last Monday of March, 1973 the Giltner Board of Education, together with the school superintendent and the school attorney, appeared before the Court of Industrial Relations which determined the items which were to be pursued by the board and the local association. Negotiations were not resolved and a settlement was not signed until the last day of the school year, May 23, 1973.

The second week of June, 1973 a member of the Professional Rights and Responsibilities Commission, a division of the Nebraska State Education Association, telephoned the Giltner superintendent at his office for an appointment. The appointment was held the next day within the superintendent's home. At this meeting, the superintendent was informed that



the Professional Rights and Responsibilities Commission had been asked by the local association to investigate complaints levied against the Giltner Board of Education and Administration by the Giltner Association of Educators. The specific complaints were as follows:

1. The Board of Education and Administration of the school district adopted and pursued a course of conduct designed to deny the association its rights and to deny the individual members of the association their professional rights as teachers in the public schools of this state and members of the teaching profession.

2. The complaint alleged and stated that the Board of Education and Administration of the school district did:

- (a) distort facts concerning the association and its members;

- (b) use coercive means to influence the actions and decisions of individual teachers;

- (c) fail to accord just and equitable treatment to all members of the teaching profession employed by the school district in the exercise of their professional rights and responsibilities;

- (d) harass and unjustly reprimand teachers who exercised their individual and associational rights as members of the teaching profession.

The hearing was held July 10, 1973 in the town hall of the village of Giltner. Both the Giltner Board of Education and Administration and the Giltner Association of Educators were represented by legal counsel. Nine instructors employed by the Giltner Public School system during the 1972-73 school year testified before a hearing committee of four professional educators selected by the Board of Directors of the Nebraska State Education Association.

Following the testimony of the Giltner Association of Educators, the attorney for the Giltner Board of Education and Administration requested permission to reply in writing. The attorney for the local association

granted such permission and the board and the administration did supply written testimony which was made available to the committee and to the local association. The association, in turn, supplied the committee with a written rebuttal to the response of the board and the administration.

It was estimated that more than 150 individuals, not including the participants, attended the hearing. A survey of opinion, conducted by the Giltner Board of Education and Administration, revealed a margin of 95% to 5% in favor of the board and the administration throughout the district.

During the summer months of July and August following the investigative hearing, each of the instructors who had testified against the board and administration resigned his or her position with the Giltner Public Schools. These instructors included the officers of the local association.

The committee that heard the testimony, recommended to the Board of Directors of the Nebraska State Education Association that the Giltner Public Schools be given until the fall of 1974 to correct the situation and further recommended that a Professional Rights and Responsibilities consultant make bimonthly visits to determine the extent of progress being made. In October, 1974 the Professional Rights and Responsibilities Committee recommended to the Board of Directors that inasmuch as the Giltner Public Schools had complied with this recommendation that the investigation be closed. The Board of Directors accepted the recommendation and made notice, by letter, of the closing of the investigation to the superintendent of the Giltner Public Schools and to the Giltner Association of Educators.

## THE PROBLEM

Statement of the problem. It was the purpose of this study to assess the attitudes of board members, administrators, teachers and selected citizens in Giltner, Nebraska during the 1974-75 school year with respect to the impact of professional negotiation litigation which occurred during the 1972-73 school year.

## DEFINITION OF TERMS

Impasse. This situation results when neither of the bargaining sides is able to present proposals which will lead to further negotiating sessions and to the ultimate settlement of the issue at hand.

Grievance procedure. This is a negotiated agreement which guarantees, in the case of certificated personnel of a school district, the process of challenging the employer's policies and practices as they relate to the employee.

Court of Industrial Relations. This is a judicial body, usually five in number, established by the state to insure fair and equitable labor relations between employer and employee.

Professional Rights and Responsibilities Commission. This is a division of the Nebraska State Education Association through which certificated school personnel are guaranteed professional, legal counsel in a dispute with a school district should the Commission find the cause of the personnel to be justified.

Investigative hearing. This is a gathering of all interested parties to hear evidence rendered by one party against the other party to determine which, if any, violations of professional standards or

ethics have been committed.

#### PROCEDURE

The procedure for this course of study was established by surveying the attitude of people in 1974-75 who were present at the hearings which were held in Giltner, Nebraska in 1973 and who were living in Giltner in 1974-75.

#### PLAN OF THE STUDY

Chapter I presents a historical description of the negotiations and litigation which took place in 1972-73. It also defines the terms and introduces the problem. Chapter II provides a summary of the literature related to the problem. Chapter III presents a description of the study and a display of the findings while Chapter IV presents the summary and conclusion.

## CHAPTER 2

### RELATED LITERATURE

Nebraska School Law No. 79-1254 states:

The original contract of employment with a school board or board of education of a Class I, II, III or VI district shall require the sanction of a majority of the members of the board. Any contract of employment between a teacher who holds a certificate which is valid for a term of more than one year and a Class I, II, III or VI district shall be deemed renewed and shall remain in full force and effect until a majority of the members of the board vote on or before April 1 to terminate the contract at the close of the contract period: Provided, that the secretary of the board shall, not later than April 15, notify each teacher in writing of any amendments to his contract or the termination of his contract and: Provided further that a teacher whose contract is terminated shall have the right to file a written request with the board of education for a hearing before the board. Such request shall be filed within fifteen days after receipt of the notice of termination and such request shall be granted by the school board or board of education. After such hearing a written statement as to the termination shall be given if requested by the teacher. Any teacher whose contract is amended or automatically renewed according to the provisions of this section shall file written notice with the secretary of the board within fifteen days after receiving such notice of his acceptance of the amendments to or renewal of such contract, and failure to file such notice shall be regarded as conclusive evidence of his nonacceptance of the amendments to or renewal of his contract. No member of the school board or board of education may cast a vote in favor of the election of any teacher when such member of the board is related by blood or marriage to such teacher.<sup>1</sup>

This law provides the teacher with the following:

1. Due process in the termination of his contract.
2. "Just Cause", to be explained in writing, for his release from contract.

### 3. Legislative protection.

In addition, other aid is available to the teacher through the employment of local and state associations on his or her behalf.

#### DUE PROCESS IN THE TERMINATION OF CONTRACT

As stated within the framework of LB 79-1254, a teacher whose contract has been terminated by the board of education has the right to file a written request with the board of education for a hearing before that body. It is mandatory, according to the law, that the board of education grant such a hearing. After such a hearing, a written statement regarding the termination may be requested by the teacher and the board is obligated to grant it.

This process need not be feared by either party provided the board of education has the necessary documentation, including summaries of conferences, and other data to substantiate its action. The difficulty lies in the strength of the documentation. Another difficulty lies in the meaning of the evaluations and observations on the part of both the teacher and the board of education. Interpretation is a vital factor and too often not clearly understood by the two parties in question. The code of ethics for teachers regarding contract obligations is not clear. It does not distinguish between the unethical and the undesirable types of conduct for a teacher. Violations ordinarily do not carry penalties. As a result, there is general agreement among informed groups that the attitudes of a teacher toward his obligations of contract are generally

less professional, less ethical, than those of boards of education.<sup>2</sup>

#### "JUST CAUSE" REASONS FOR RELEASE FROM CONTRACT

Listed, both by law and contract, as "Just Cause" reasons for the dismissal of a teacher are the following: incompetency, neglect of duty, unprofessional conduct, insubordination, immorality, physical or mental incapacity, other conduct which interferes substantially with the continued performance of teaching duties.

The difficulty with these "Just Cause" reasons lies in the board's inability to effectively apply them to a teacher whom they wish to terminate. The teacher may be less competent than her colleagues but does that mean she is incompetent? Perhaps the students within her grade are less capable of learning than are the students of the other teachers. As long as the teacher performs the practices of her daily schedule, it is difficult to establish neglect of duty regardless of how ineffective she may be. Unprofessional conduct has never been adequately defined because teachers vary broadly in their interpretation of professionalism. What constitutes insubordination produces a different reaction within the speaker as compared to the listener. A difference of opinion between a teacher and his administrator is not insubordination but the manner in which it is presented may well be. Immorality is a broad phrase within today's society and a board of education must be positive that such evidence exists before they charge a teacher, irregardless of his length of service to the school,

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2

Warren E. Gauerke, Legal and Ethical Responsibilities of School Personnel (Englewood Cliffs, N. J.: Prentice-Hall, 1959), p. 57.

with this reason for contract termination. If such positive proof does not exist and the board presses the charge, it exposes itself to the great danger of libel. A board of education can, perhaps, prove a charge of physical or mental incapacity against a teacher but it would be wise to have doctor or medical records or certificates to aid them. Other conduct which interferes substantially with a teacher's performance is extremely difficult to prove even if the board should feel that such conduct exists. There is not an established pattern for the behavior of teachers and what is acceptable in one educational system may well be unacceptable in another.

#### EMPLOYMENT OF LOCAL AND STATE ASSOCIATIONS

The rapid growth of local associations and the strength they have acquired through affiliation with the state association has made them a formidable body with which to deal, both for boards of education and for administrators. Grievance procedures must now be adopted which are mutually acceptable to both the teacher and the board and conform to the language of the law.<sup>3</sup> Organizations committed to representing teacher's groups have launched massive information campaigns which have stirred the desire on the part of teachers to change that which they do not desire.<sup>4</sup>

Just as teachers and groups of teachers have undergone transformation as a result of new thinking about their economic and professional status, so have boards of education been forced to undergo an analysis

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<sup>3</sup> James E. Heald and Samuel A. Moore, The Teacher and Administrative Relationships in School Systems (New York: The Macmillan Company, 1968), p. 260.

<sup>4</sup> Ibid., p. 253.



of the role which they are to play in the operation of public school svstems. Boards find themselves bewildered when teachers are no longer automatic-ally accepting the kinds of salaries and fringe benefits which are being offered to them. The kinds of pressures which were effective when the teacher was a neighbor are no longer effective when the teacher lives and teaches in another community.

The board of education must now deal with the local association of individual districts. Uniteing themselves with the state association, they have been able to negotiate successfully many items other than salaries which, only a few years ago, would have been dismissed by the board as not being negotiable. Should the local association and the board of education be unable to agree to negotiable items or the results of such negotiations, the local may call in the state association for aid on its behalf. Hearings, both private and public, may be staged by the state on behalf of the local in an attempt to persuade a reluctant board of education to grant that which the teachers desire.

Teachers are no longer automatically accepting community pronouncements concerning their financial worth. Perhaps, more than any other single factor, teachers have sought objectivism. They have wished to remain free of the subjective judgments of supervisors and employers. They have permitted the manner of their payment to be subjectively arrived at but not the amounts.

It has been suggested that the manner in which teachers are employed makes them somewhat different from other professionals.

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5  
Ibid., p. 9.

6  
Heald and Moore, op. cit., p. 261.

That very difference also provides teachers with the opportunities to apply  
 unique kinds of pressures to seek their professional ends.<sup>7</sup> The demand  
 for tenure or continuing contract has been one such pressure which other  
 professional groups have not found it necessary to secure. Teachers have  
 adopted this tactic to seek to bring change to their operating system.

In Nebraska, teachers have attempted to advance this professional  
 status through the enactment of professional practices acts. Pieces of  
 legislation have attempted to describe what constitutes professional status  
 among the teaching corps. The relationship of license or certification  
 to behavior is also enumerated. Thus the teachers operating under profes-  
 sional practices have an additional tool for "policing" the professional  
 activities of their peers.<sup>8</sup>

#### LEGISLATION

The passage of LB 82 by the Nebraska State Legislature has returned  
 to the teacher that which he temporarily lost in the case of Schultz vs Dor-  
 chester. The acceptance, on the part of teachers, of the labor-management  
 model has been decisive and has tended to magnify the differences existing  
 between administrators and teachers.

Relative to these differences, much concern has been expressed  
 and much ink expended in books and journals directed at superintendents  
 about the role they should play in the negotiating process.

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<sup>7</sup>  
 Winfield R. Smith, "Faculty Unionism in Institutions of Learn-  
 ing", Monthly Labor Review, Vol. 50, No. 11 (April 1973), pp. 48-51.

<sup>8</sup>  
 Ibid., p. 50.

When all such expressions have been voiced and when all ink has dried, one fact is vividly clear: the superintendent is, or should be, on the side of the board of education. The most important role of the superintendent during the negotiation's process, takes place before the actual bargaining begins.<sup>9</sup> This role requires that he provide for extensive interaction between two negotiating sides and that he seek every opportunity to place one in good light with the other. In order that he might do this, he must have the confidence of both sides. In turn, both sides must confide honestly to him their desires and intentions during the course of negotiations. As earlier stated, teachers should realize that the superintendent is a part of the management team and should an impasse develop during the course of negotiations he will stand with his board of education.

LB 82 passed the legislature in convincing fashion. The vote of 35-13-1 concerning Senator Harold Simpson's bill emphasized the need for "Just Cause" on the part of a board of education to dismiss a teacher. Passage of the bill with emergency clause has been cited as a key factor in forestalling wholesale teacher dismissals. Opponents of the bill frequently argued that the "Just Cause" provisions within the bill would make it impossible to fire teachers. However, the Executive Secretary of the Nebraska State Education Association has stated that association members should not be misled into believing this.<sup>10</sup> In seeking fair dismissal, LB 82 provided that teachers could be dismissed for incompetency, neglect of duty, unprofessional conduct, insubordination, immorality, physical or mental incapacity, or other conduct which interferes substantially with the continued performance of teaching duties.

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9

Harold Weatherly, The Man in the Middle, (New York: The Macmillan Company, 1972), p. 134.

10

Educational News, Nebraska State Education Association, Vol. 29, No. 24 (February 27, 1975). p. 1.

In its final form, the measure provided immediate protection against board dismissal without "Just Cause" to outstate Nebraska teachers with two or more years of experience in their school. New teachers, or teachers new to a system, would have to undergo a two year probationary period.

Not covered by LB 82's "Just Cause" provisions were superinten-  
||  
dents and assistant superintendents. Their rights are limited to due process which includes early notification of dismissal intent, reasons for dismissal in writing and the opportunity for a hearing.

The elimination of administrators from the "Just Cause" provisions of LB 82 only emphasized the differences between teachers and themselves as indicated earlier. The state association membership does not contain the names of many of the state administrators. This body's involvement relating to the passage of this bill will probably emphasize or help to widen the gulf between teachers and their peers.

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ibid., p. 1.

## CHAPTER 3

### DESCRIPTION OF THE STUDY

AND

### A DISPLAY OF ITS FINDINGS

Negotiations between the Giltner Board of Education and the Giltner Association of Educators broke down over salary disagreements. The Board could not present to the patrons of the district, in good conscience, the fiscal requests of the Association. Negotiations were unsuccessful.

The Court of Industrial Relations determined the issues to be negotiated and the limiting of the negotiating sessions to these issues did result in a signed agreement between the two parties.

The results of the request, by the Giltner Association of Educators, for an investigation of the Giltner Public Schools by the Professional Rights and Responsibilities Commission established as a fact that the majority of the patrons of the district were in support of the Giltner Board of Education and Administration.

To determine the attitudes of people of the district who were a part of the situation of 1972-73 and who remain residents of the district today, a questionnaire was mailed asking that they reply to each of the questions in light of their attitudes today. A total of sixty questionnaires were sent to patrons and sixty responses were returned.

A brief, descriptive analysis of each of the questions contained within the questionnaire follows.

1. Do you believe the environment within the Giltner Public Schools today to be more conducive to the process of learning than it was during 1972-73?

Yes----- No-----

2. How do you rate the instructional quality of 1974-75 within the Giltner Public Schools as compared to 1972-73?

Better----- Poorer----- About the same-----

3. Do you believe there was a lack of communication(s) between the Giltner Board of Education and Administration and the Giltner teachers during 1972-73?

Yes----- No-----

4. Do you believe a better means of communications could have alleviated the situation of 1972-73 within the Giltner Public Schools?

Yes----- No-----

5. If your answer to question number 4 is yes, please list some ideas, etc;

- a. Public meetings to explain the situation to all concerned.
- b. Letters or correspondence.
- c. Any other avenue of explanation which you may propose.

6. If you believe the confrontations of 1972-73 within the Giltner Public Schools could have been avoided, kindly list how or in what manner you believe this could have been accomplished.

7. As a board member, teacher, tax payer or a combination of all three, do you believe the Giltner Public Schools is a stronger or weaker institution of learning today because of the 1972-73 experiences?

Stronger----- Weaker-----

Please briefly explain your answer.

1. Do you believe the environment within the Giltner Public Schools today to be more conducive to the process of learning than it was during 1972-73?

Inquiries	Replies	Yes (Percentage)	No (Percentage)
60	60	100	0

2. How do you rate the instructional quality of 1974-75 within the Giltner Public Schools as compared to 1972-73?

Inquiries	Replies	Better ( % )	Poorer ( % )	About the Same ( % )
60	60	32 53 1/3	2 3 1/3	43 1/3

3. Do you believe there was a lack of communication(s) between the Giltner Board of Education and Administration and the Giltner teachers during 1972-73?

Inquiries	Replies	Yes (Percentage)	No (Percentage)
60	60	36 2/3	63 1/3

4. Do you believe a better means of communications could have alleviated the situation of 1972-73 within the Giltner Public Schools?

Inquiries	Replies	Yes (Percentage)	No (Percentage)
60	60	0	100

5. If your answer to question number 4 is yes, please list some ideas, etc.:

- a. Public meetings to explain the situation to all concerned.
- b. Letters or correspondence.
- c. Any other avenue of explanation which you may propose.

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Not applicable because of the response to question number 4

6. If you believe the confrontations of 1972-73 within the Giltner Public Schools could have been avoided, kindly list how or in what manner you believe this could have been accomplished.

- a. The actions of 1972-73 were meant or destined to be.
- b. The actions of 1972-73 were planned in advance.
- c. Communications were not free and open but this would not have prevented the actions of 1972-73.

7. As a board member, teacher, tax payer or a combination of all three, do you believe the Giltner Public Schools are a stronger institution or weaker institution of learning today because of the 1972-73 experiences? Please briefly explain your answer.

Inquiries	Replies	Stronger (Percentage)	Weaker (Percentage)
60	60	100	0

Exhibit A relates to questions one, two, three and four of the questionnaire. The percentage factor in regard to question number one would seem to leave no doubt that the patrons of the district believe the Giltner Public Schools to be a more effective institution of learning today than was the case in 1972-73. The patron felt that his tax dollar was obtaining quality education for his children and was, as a result, not unhappy about supplying such tax funds. The patrons expressed their belief that the instructors currently employed within the Giltner Public Schools, to be more keenly aware of the various problems of today's students and to be willing, even eager, to be of help in solving them.

In response to question number two, just over half of the patrons rated the quality of instruction better. This would appear to indicate that the teachers of 1972-73 were not ineffective within the classroom but that the students welfare came second to the process of negotiations. Some of the individuals returning the questionnaire admitted to not having been in the classroom either in 1972-73 or during 1974-75 to properly adjudge this question. The Giltner Public Schools have adopted the practice of staging parent-teacher conferences each nine weeks of the school year. This practice has enabled the parent and the teacher to make contact in order that they might discuss, in private, the problems of the students. This practice also enables the parent to request, of the teacher, specific help within the classroom for the student who is having learning difficulties.

Question number three regarding communications between the Giltner Board of Education and Administration and the Giltner staff of certified personnel drew a mixed response. Thirty six and two thirds per cent of the replies stated yes while sixty three and one third per cent of the replies were in the negative. This suggests that some patrons felt that communications were not open and free while others felt that such communications



had existed but were ineffective. In an attempt to remedy this situation, the school now holds faculty meetings each month during which the teacher may express his or her opinions regarding school procedures. Frequently, the administration invites a board member to attend these meetings and instructors may direct questions to him.

The response to question number four appeared to lend credence to those who felt that communications between the Giltner Board of Education and Administration and the Giltner Association of Educators could not have resolved the issues of the 1972-73 school year and spared the Giltner Public Schools the difficulties that followed. The response to this question was one hundred per cent in the affirmative. This suggests that both the Giltner board and the Giltner administration as well as the Giltner teaching staff would need to cultivate a more open means of communication and to be more receptive to the ideas of each other. On the other hand, the unanimous opinion that communications could not have diverted the situation of 1972-73 would appear to indicate that action rather than talk was the desired goal. Relative to this question, teacher workshops are held for a period of two days prior to the beginning of half day sessions which mark the start of the school year. Teachers have a voice in determining the eligibility of students for participation in athletic events, play ground duty and the like. Teachers are also encouraged to discuss with the principal, disciplinary problems within their rooms or classes. The teacher's lounge, which is frequented by teachers during their free time, has served as a meeting place for the exchange of communications between teachers and administrators. The free time, mandatory by state law, during the noon hour, has also served to enable teachers to discuss problems of a common nature with each other and to include administrators within these discussions.

## EXHIBIT A

1. Do you believe the environment within the Giltner Public Schools today to be more conducive to the process of learning than it was during 1972-73?

Inquiries	Replies	Yes (Percentage)	No (Percentage)
60	60	60 100	0 0

2. How do you rate the instructional quality of 1974-75 within the Giltner Public Schools as compared to 1972-73?

Inquiries	Replies	Better ( % )	Poorer ( % )	About the Same ( % )
60	60	32 53 1/3	2 3 1/3	26 43 1/3

3. Do you believe there was a lack of communication(s) between the Giltner Board of Education and Administration and the Giltner teachers during 1972-73?

Inquiries	Replies	Yes (Percentage)	No (Percentage)
60	60	22 36 2/3	38 63 1/3

4. Do you believe a better means of communications could have alleviated the situation of 1972-73 within the Giltner Public Schools?

Inquiries	Replies	Yes (Percentage)	No (Percentage)
60	60	0 0	60 100

Exhibit B relates to questions five, six and seven of the questionnaire. Question number five was not applicable because of the unanimous negative response to question number four. All sixty patrons replying to the questionnaire felt that a better means of communications could not have alleviated the situation of 1972-73.

Not all patrons responded to question number six. Those that did offered a mixed reaction. Some of these reactions were as follows:

1. The actions of 1972-73 were meant or destined to be.
2. The actions of 1972-73 were planned in advance.
3. Communications were not free and open but this would not have prevented the actions of 1972-73.

Patrons of the district expressed the belief that the Giltner Public Schools had been having difficulty during the course of negotiations for such a long period of time that, eventually, the district would face the collapse of negotiations and would have no choice but to present the problem to the Court of Industrial Relations for arbitration. Patrons also believed that 1972-73 would be the year such action was taken. Several of the residents stated that negotiations during the prior year had been unpleasant and that some of the teachers felt that they had not been successful during the course of negotiations with the Giltner Board of Education. Patrons of the district stated that the lack of communications between the board and administration and the teachers would not have prevented the actions of 1972-73. They stated that, because of the previous year's negotiating procedures and because such procedures had failed to produce the results desired by the teachers, the staff was determined to submit the teacher requests of 1972-73 to the Court of Industrial Relations.

Question number seven of the questionnaire related to the strength of the Giltner Public Schools today as compared to 1972-73. There was unanimous agreement that the Giltner Public School system is a stronger institution of learning today than was the case in 1972-73. The patrons reasoning for this opinion varied to a degree but, in general, indicated a sense of cooperation between teachers and patrons as being the most prominent factor. The cooperative elements spelled out were as follows:

1. There is a finer, closer cooperation between the town and the school.
2. There is closer cooperation between the patrons of the district and the school.
3. There is a greater cooperation between the Giltner Board of Education and Administration and the certified staff members.
4. There is a greater sense of educational purpose existing between parents and teachers.

Relative to the first element, teachers are encouraged to become members of the town's civic organizations and many have done so. Many instructors are employed, during the summer months, by patrons of the district. This situation was not evident during the summer months of 1972.

Patrons of the district have learned that only through a close cooperation between themselves and the school can they obtain the desired results for their children. As a result, all school affairs are enthusiastically supported by both parents and teachers. Upon the conclusion of such affairs, the patrons have made it a point to discuss with teachers, board members and administrators the various problems which all school districts encounter. During the 1974-75 school year, the Giltner Public Schools began the ten year self-evaluation program required of all accredited educational systems. Forty patrons of the district were assigned to various committees and each of these patrons served in his or her capacity.

Cooperation between the Giltner Board of Education and Administration and the certified staff members of the school has been achieved. Each fall, teachers are the guests of the board members at a get acquainted dinner. In the spring, teachers host a dinner for the board members and their mates. Such fellowship had not existed during the 1972-73 school year and, according to the patrons, was a primary reason for the difficulties that followed. The administration has established and maintained personal contact with the staff members thereby getting an insight into the problems which confront them during the course of a school day.

Parents and teachers alike, according to the results of the questionnaire, have taken a new and cooperative interest in the education of the students. The introduction of mini-courses into the schedule has brought many parents into the classroom, for many of these short courses are taught by the patrons in cooperation with the school. The ten year evaluation of the school system required those patrons serving on various committees to evaluate certain departments and department heads of the system. Many patrons remarked they were unaware of some of the innovations which are currently in practice in the school and the opportunity to serve had been an education for them. The residents of the district expressed a genuine desire to aid the school in any way possible in order that the students might be better qualified for higher education upon completion of graduation requirements. A number of patrons now attend the monthly board meetings to keep abreast of what is happening and to offer suggestions to the Giltner Board of Education and Administration. In the past, no patrons attended such meetings.

## EXHIBIT B

5. If your answer to question number 4 is yes, please list some ideas, etc.:
- a. Public meetings to explain the situation to all concerned.
  - b. Letters or correspondence.
  - c. Any other avenue of explanation which you may propose.

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 Not applicable because of the response to question number 4  
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6. If you believe the confrontations of 1972-73 within the Giltner Public Schools could have been avoided, kindly list how or in what manner you believe this could have been accomplished.
- a. The actions of 1972-73 were meant or destined to be.
  - b. The actions of 1972-73 were planned in advance.
  - c. Communications were not free and open but this would not have prevented the actions of 1972-73.

7. As a board member, teacher, tax payer or a combination of all three, do you believe the Giltner Public Schools are a stronger institution or weaker institution of learning today because of the 1972-73 experiences? Please briefly explain your answer.

Inquiries	Replies	Stronger (Percentage)	Weaker (Percentage)
60	60	100	0

- a. There is a finer, closer cooperation between the town and the school.
- b. There is a closer cooperation between the patrons of the district and the school.
- c. There is a greater cooperation between the Giltner Board of Education and Administration and the certified staff members.
- d. There is a greater sense of educational purpose existing between parents and teachers.

## CHAPTER 4

### SUMMARY AND CONCLUSION

#### SUMMARY

The Giltner Public School system was the first Class II district to be taken before the Court of Industrial Relations by a local educational association. As such, the school obviously cleared the way for other Class II districts which have since taken similar action against their individual districts.

Teacher negotiations have become a 'way of life' between teachers and their respective boards of education and they are here to stay. To ensure the success of such negotiations, communications between teachers and their boards of education is absolutely essential.

The Court of Industrial Relations recommended three items to be negotiated by the Giltner Board of Education and the representatives of the Giltner Association of Educators in 1972-73. These items were as follows:

1. Base pay.
2. A grievance policy.
3. Teacher insurance.

In each of these cases, negotiations were conducted and, as stated in Chapter I, such negotiations did result in a signed working agreement for the next year between the board and the teaching staff.

The investigative hearing conducted by the Professional Rights and Responsibilities Commission resulted in a listing of recommendations to the

Giltner Public Schools and such recommendations were met as evidenced by the letter of September 23, 1974 which has been made a part of this project.

As stated, teachers must be shown "Just Cause" if the board wishes to release them from the terms of their contracts. If such causes do not exist, the board is obligated to continue the employment of an instructor. The board must always keep in mind that unless proper evaluations substantiate the reasoning for a teacher's dismissal, termination of a contract can be successfully opposed by the instructor. The board of education does have the option of releasing a probationary or two year teacher within the system but even in a situation such as this, it would be well if evaluations, known by both the board and the instructor, confirmed the board's action.

The conducted survey revealed that while the patrons of the district were in support of the Giltner Board of Education and Administration during the confrontation of 1972-73, they likewise believed that the staff of 1974-75 was performing as professionals and that they were an asset to the Giltner Public School system. The display of communications between patrons and teachers, as evidenced by the results of the questionnaire, indicated a closer cooperation between the two parties and a real sense of concern for the children of the school. Both the instructor and the parent, as well as board members and administrators, have exhibited a new sense of pride in the accomplishments of the young people attending the Giltner Public Schools. The people of the district have endeavored to communicate with the teachers regarding the problems of learning, as they relate to the students, and have cooperated with the teachers to remedy these problems.



## CONCLUSION

The grievance procedure adopted during the course of the negotiations of 1972-73, has served the system well. It has provided the instructor with a clear cut, definite understanding of his rights and the procedure to be followed should he decide to challenge a decision or an action affecting his role within the school.

Negotiations are now conducted in an informal manner with three faculty members and three board members. The superintendent remains in an advisory capacity to the board of education but, otherwise, takes no part in the negotiating process. As a result, negotiations have not been extended during the past two years and the rapid conclusion of the bargaining has enabled the teacher to focus his mind on the teaching of his classes. Around the bargaining table, a more sincere, relaxed and friendly atmosphere has greatly contributed to the success of these sessions.

Patrons have realized and accepted the fact that teachers will no longer accept that which the board is willing to give to them. The people of the district understand that negotiations, when successfully concluded, provide for a better atmosphere of learning for their children.

The negotiation litigation of 1972-73 and the negotiating processes since conducted, provides the following conclusions:

1. Negotiations are to be accepted as a part of the educational process and are not to be feared.
2. Teachers are to be given more voice in the program of the school.
3. Both sides, the board of education and the teachers, should negotiate in good faith.
4. Administrators should be sensitive to the human nature and feelings of the instructors under their jurisdiction.
5. Teachers must feel that the board of education is approachable.

Negotiations are to be accepted as a part of the educational process. If teacher demands are in reason or, if teachers express a willingness to bargain regarding their demands, the board of education should assume a like position. Teachers should not be threatened regarding their positions within the school if negotiations are not operating smoothly.

By making the teacher more effective through negotiations, the profession is helping to define a new role for today's better prepared teachers, a role which gives them more voice in their own destiny. This new role means that greater numbers of well prepared persons will be attracted to the profession.

Both the board of education and the teachers must negotiate in good faith. Unless such integrity is displayed, the negotiating process will collapse thereby affecting the educational process of the school. An "open door" type of negotiating process must be made available to both sides conducting the negotiations.

The administrators should recognize teachers who they know need help and advice. This will require sensitivity to human nature and feelings. Some adults are reluctant to approach another for assistance in thinking through a problem, but if someone comes to them and offers such help, the barrier is overcome and the person in need is one step closer to his solution.

Teachers who neglect their communication channels soon find themselves ignorant of what the board of education is doing and unable to check on whether their communications are being heeded. Teachers, as well as administrators must feel that the members of their board of education are approachable.

## RECOMMENDATIONS

The experiences of the 1972-73 negotiations within the Giltner Public Schools have enabled me to offer the following recommendations to fellow superintendents within other school districts:

1. All schools should adopt and distribute to teachers written school policies.
2. All schools should adopt and distribute a signed grievance procedure, mutually agreed to by the board of education and the local association.
3. All teachers should be made aware of the contents of the signed agreement with the board of education upon the completion of negotiations.

School administrators must clarify personnel policy. Teachers need to have a complete understanding of basic policies covering such subjects as employee organizations, merit salary schedules and fringe benefits. To make this possible, the administrator should develop hand books and in-service training programs.

Until recent years very few school systems had established formal grievance procedures of any kind for the examination and solution of personnel complaints. Most difficulties were handled by an "open door" policy. Commendable as this practice may be it will not suffice as a comprehensive plan for coping with staff discontent.

Teachers at both elementary and secondary levels should be encouraged to help decide what matters they wish to have discussed during the process of negotiations and should then be informed of their efforts. Asking teachers what they desire is much better than telling them what they are to receive.

## APPENDIX

1

Dear Patron:

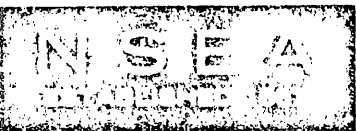
This survey is being conducted to determine what effects the 1972-73 teacher negotiations, the appearance before the Court of Industrial Relations and the subsequent Professional Rights and Responsibilities investigation of July 10, 1973 have had upon the Giltner Public Schools. Please answer each of the questions enclosed upon the accompanying sheet. You need not sign the sheet. Anonymity will be enforced and the answers which you give will be held in strict confidence.

A self-addressed, stamped envelope is enclosed.

Thank you for your cooperation.

Sincerely,

Clifford J. Tepler, Superintendent  
Giltner Public Schools, District 002  
Giltner, Nebraska 68841



# Nebraska State Education Association

BOX 94846 • 605 SOUTH 14th • LINCOLN, NEBRASKA • 68509 • PH. 475-7611

September 23, 1974

Ms. Kathryn Schneider, President  
Giltner Association of Educators  
734 N. Bellevue  
Hastings NE 68901

Dear Ms. Schneider:

This letter is to inform you that the following information appeared in the minutes of the June 7-8, 1974 meeting of the Nebraska State Education Association's Professional Rights and Responsibilities Commission:

Miron Jenness MOVED that the report of the consultant to the effect that the recommendations contained in the Giltner report issued September 19, 1973 had been met, be accepted; seconded by David McNair, Columbus. Motion carried.

This was followed by a report to the NSEA Board of Directors at a meeting on August 31, 1974, and I again quote from the minutes of that meeting:

MOVED by Mr. Kaldahl, seconded by Mrs. Smith, to accept the report and recommendations of the PR & R Commission that the conditions stipulated following the Giltner investigation had been met, and to so notify the Giltner Education Association. Carried.

Sincerely,

A handwritten signature in dark ink, appearing to read 'PHB', is written over the word 'Sincerely,'.

Paul H. Belz  
Acting Executive Secretary

PHB/b

xc: Clifford J. Iegler  
Superintendent of Schools  
Box 157  
Giltner NE 68841

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