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PROFESSIONAL COMMUNICATION AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT**



AND

**THE FORT WORTH CLASSROOM TEACHERS
ASSOCIATION**

INTRODUCTION

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The Fort Worth Classroom Teachers Association (hereinafter referred to as Association) enjoys an unusually fine rapport with the Superintendent of Schools of the Fort Worth Independent School District (hereinafter referred to as Superintendent) and the Board of Education of the Fort Worth Independent School District (hereinafter referred to as Board). The Association, the Superintendent, and the Board are all interested in promoting the well-being of pupils and teachers and the professional growth of the latter.

Recognizing this good fortune, the Association hopes to insure the continuance of this excellent relationship through this written agreement. The Association feels that a Superintendent and a Board who are willing to adopt such an agreement are granting teachers the status of a profession in fact as well as in name.

The purpose of this agreement is to give teachers a voice in the development of educational policies which affect them and to improve the channels of communication among the Association, the Superintendent, and the Board.

In return, the Association pledges that it will exercise reasonableness and restraint in its requests and will follow professional channels and methods in seeking agreement.

The Association is fully aware of, and readily accepts, the responsibilities embodied in this agreement. The Association intends to work hand-in-hand with the Superintendent and the Board for the betterment of the Fort Worth Public Schools.

The Board, the Superintendent, and the Association agree that the education and the well-being of the children of the Fort Worth Public Schools are

paramount in the operation of the schools and will be promoted by all three parties.

The parties do hereby agree as follows:

I. RECOGNITION

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The Board will grant exclusive negotiation rights to the Association as long as the Association can substantiate that it represents a majority of the professional teaching staff of the Fort Worth Independent School District. Such substantiation will be in the form of a letter of verification from a local certified public accountant.

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The Association will not discriminate in its membership requirements on the basis of race, religion, national origin, sex, marital status, or teaching level or subject.

II. PRINCIPLES

A. Attaining Objectives

Attaining objectives of the educational program requires mutual understanding and cooperation among the Board, the Superintendent and his staff, and the professional teaching personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the solution of problems of mutual concern.

B. Professional Teaching Personnel

Teaching is a profession requiring specialized qualifications; and the success of the educational program depends to a large extent upon the maximum use of the abilities of teachers satisfied with their conditions of employment.

C. Representation

The Board or the Superintendent (as the Board's chief administrative officer) or their designated rep-

representatives may meet and confer with members of the Association and attempt to reach agreement on any proposal or policy affecting the educational program.

Individuals and minority organizations may present their views and recommendations to the Board at regularly scheduled meetings of the Board.

III. PROCEDURES

A. Negotiation Committees

Representatives of the Association may confer with representatives of any other organization prior to initiating negotiation. The purpose of these conferences will be to seek areas of common concern.

B. Directing Requests

Requests for meetings from the Association normally will be made directly to the Superintendent. Requests from the Board or the Superintendent will be made to the president of the Association. A mutually convenient meeting date shall be set within a reasonable period of time.

C. Meetings

Meetings composed of members of the Association Negotiation Committee and the Board or the Superintendent shall be called upon the written request of any one of the parties. Requests for meetings shall contain the reasons for the request, and will be made in writing at least ten days prior to the suggested date of such meeting. Teacher members of the Committee shall be released from school duties to attend meetings. Meetings shall be scheduled to interfere the least with school schedules.

D. Study Committees

The parties may appoint "ad hoc" study committees to research, study, and develop projects, programs, and reports, and to make recommendations

on matters under consideration. The committees shall report findings to the parties.

E. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Each party shall provide its own necessary clerical assistance.

F. Progress Reports

With the approval of the parties, periodic progress reports may be issued.

G. Exchange of Information

Free and open exchange of information and continuing close communication between the parties are essential in the development of intelligent, accurate, and constructive programs on behalf of students, teachers, and the educational program.

The Board and Superintendent agree to furnish the Association, upon reasonable request, pertinent information such as preliminary budgetary proposals, requirements, allocations, and other information to assist the Association in making recommendations for the development of sound educational programs.

The Association agrees to furnish the Board and Superintendent, upon reasonable request, research information and data, gathered by the Association, that will assist the Board and Superintendent in the development of sound educational programs.

IV. AGREEMENT

When agreement on a proposal or policy is reached, it shall be reduced to writing and, when approved by the Association and the Board, shall be signified by the signing of all parties, and become a part of the official minutes of the Board. Every attempt should be made by both parties to expedite approval.

The agreement shall constitute a modification of the Articles of this agreement, and when necessary, provisions in the agreement shall be reflected in individual contracts of school personnel. The agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the Association.

V. MEDIATION AND APPEAL

A. Board of Education

If agreement is not reached, and members of the Board have not participated directly in the deliberations, the Association representatives and the Superintendent or his representatives may present separate reports to the Board. The procedure outlined in Section III will then be followed to reach agreement with the Board.

B. Advisory Panel

In case of a disagreement about the meaning or application of this agreement, or if an impasse is reached during negotiations, the matter will be submitted to a local Advisory Panel within thirty days after the request of either party to the other. The Board will name one adviser, and the Association will name another. A third member, who shall be the chairman, shall be named by the first two named members.

The Advisory Panel shall have authority to confer separately or jointly with the Board, the Superintendent, and the Association, and to use any other source of information.

The Advisory Panel shall report recommendations for settlement within a reasonable period of time. The recommendations shall be submitted to both parties.

The Association recognizes that under Texas law, the Board shall have and exercise the exclusive control of the public schools within the Fort Worth

Independent School District. This agreement in no way attempts to alter or diminish such statutory authority. The final decision will be made by the Board.

VI. COSTS

Costs and expenses incurred by any party will be borne by that party. In the event an Advisory Panel is used, the Association will bear the expenses of its appointee, the Board will bear the expenses of its appointee, and both parties will share equally the cost of the third member. Any additional expenses incurred during mediation and appeal will be shared equally by both parties.

VII. ARTICLES

Agreements reached as hereinabove provided will be attached as Articles.

VIII. DURATION

The provisions of each Article attached hereto shall be effective as of the date affixed to each Article, and shall continue in full force until revised. Either party desiring changes in this agreement shall notify the other party in writing at least thirty days prior to April 1 of any year. Changes may be made at any time by mutual consent.

SUPERINTENDENT OF SCHOOLS
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Ed L. Bush

Date August 24/1966

BOARD OF EDUCATION
FORT WORTH INDEPENDENT SCHOOL DISTRICT

David J. Turner

Rev. John R. Gentry

Mr. Ronald Smith

James N. Walker, M.D.

William H. Crawford

Mrs. Cary H. Snyder

Bill Elliott

Date 8/24/66

ATTEST:

FORT WORTH CLASSROOM
TEACHERS ASSOCIATION

Mrs. Louise Emmett
Weldon Wicker
Elva Lerret
Jack Lacker
C Clayton Bodiford

Date 8-24-66

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