

August 22, 2019

Ms. Tianna Cervantez, Dr. John Asplund, and  
Members of the Board,

On behalf of the members of the Galesburg Education Association, we are writing to express our concerns and frustration arising from the District's decision to implement the Employee Code of Professional Excellence provided to us on August 14, 2019 and the manner in which it was created and delivered.

To begin, it must be emphasized that no member of the GEA in any way chafes at the concept of being held to an expectation of excellence or for being held accountable for our actions and performance as employees. We demand this of ourselves because the students of the Galesburg community deserve nothing less. Do not assume that the concept of this document infuriates us. Our anger stems from the process used to create it, the many poisoned pills that it contains that we believe the District failed to properly bargain with us and that violate our Collective Bargaining Agreement, and the manner in which it was delivered to our members.

What does infuriate us is the flawed process used to develop and roll out such a flawed document. In Dr. Asplund's email sent to all staff on August 16, 2019, he states, "Over the past two years, the GEA leadership has continually expressed concerns to me regarding uneven enforcement of District expectations . . . As a result of this feedback from GEA leadership, we set about compiling all state statutes, federal laws, District policies, and contractual language into one document. This was done so that everyone could see what the expectations were." The Association has on occasion discussed specific issues with Dr. Asplund that were not uniformly implemented throughout the District. At no time was the Association informed that as a cure to this the District would be producing such a document. At no time was the Association invited to be part of the work to produce such a document. Furthermore, the Association fails to see how a document that simply compiles what are asserted to be currently held laws, policies, and contract language actually solves the problem of "uneven enforcement" of specific issues in the District. That cure lies in educating the enforcers (administration) of a system that provides uniform *implementation* of District policies. The ECPE provided to the employees never touches upon actual even implementation. In fact, as a result of rolling out this document, the Association has already had to deal with disparate treatment of our members. A building principal informed employees in her building that visible tattoos would no longer be allowed while at work. Her reason: the ECPE. No other building administrator has attempted to enforce such a policy. Obviously the stated purpose of this document has already failed.

We are infuriated at the District's assertion that there is nothing new in this document. Examples include, but are not limited to the following:

- The Association and the District have had numerous discussions regarding professional dress expectations for our members. Those discussions produced no changes to the long standing agreement to dress expectations that has been in place for at least the last five years. The Dress Code policy contained within the ECPE in no way resembles the professional dress expectations agreed to by both parties.
- Until August 14th, we had never been threatened with punishment for "failing to properly orient new employees to their work environments", a job that all of us contribute to, but that none of us are assigned to do. That task ultimately falls to the building administrator.
- It is news to us that as paraprofessionals, secretaries, and teachers for the District that we have subordinates. Now we are to be held to account should we neglect "to communicate with subordinates in a timely manner".
- Unfortunately, unlike years in the past, we will no longer be able to use our own time on nights, weekends, and holidays to work in our rooms, make copies, etc. because we have learned that now "using District-owned equipment after hours without proper authorization or approval" is a punishable policy violation.

We are infuriated that our members received this document at 4:58 p.m. on our first in-service day on Wednesday, August 14th with the directive to familiarize ourselves with the document by Friday, August 16th, our first day with our students. Our focus should have been on our students. We are infuriated that we were required to sign for this document as indication of receipt, yet the form provided tells us that our signature actually indicates that we have "read, understood, been given an opportunity to ask questions about, and agree to abide by". That is especially galling when the District chose not to include the Association in any way with the development of this document. It is especially galling when the District chose not to present this document at our in-service meeting when we could have had a chance to ask questions and express concerns in person. We are infuriated that the implication was made that our paychecks were in jeopardy by linking our signature for the ECPE document with our Payroll Status Report. Intended or not, illegal or not, this implication is viewed by the Association as intimidation, pure and simple.

And, we are especially infuriated to learn that our Board of Education did not receive the entire 61 page document when they discussed the ECPE and voted to adopt it. We and our membership would not have any concerns with this document if it were contained to the first two pages that the BOE saw and signed off on. The 12 tenets listed are expected in a highly functioning workplace and would have garnered no argument from our membership. However, the devil is in the details. The subsequent pages including many examples of what would be considered violations of policy and law were insulting. If they are indicative of the District's opinion of its employees, it is a wonder that we haven't all been fired by now. Of course, maybe the aim is to get us to quit. As GEA leaders were told this summer, in the presence of

Board Members by Assistant Superintendent Hamm, "if they don't like what we're doing here, then they can leave".

To say that we are disheartened is an understatement. The Association has endeavored to be collaborative in working with the District and open in our communication. Do we sometimes disagree? Yes. Do we sometimes file grievances and arbitrations? Yes. Do we sometimes say "no" in bargaining? Yes. Do we fight for the rights and protections of our members? Always. That's what unions do. And that's what we are doing now. Why the District chose to hire a company from Arizona and pay them who knows how much money to compile a "document that contains nothing new" instead of having conversations with our Association that could further the relationship between the employees and the employer, that could have led to appropriate negotiations on items the District wanted to implement or change, that could have been seen as a collaborative document owned by each party escapes us. Instead we are left with employees who feel belittled by their employer, threatened by their employer, and unhappy in their employment. Therefore, please find enclosed a Cease and Desist letter. It is our hope that the Board will hear our concerns, rescind this flawed document and work with us to ensure that the flawed process is not repeated in the future.

Sincerely,

Galesburg Education Association Executive Committee,

Dave Sharp, President  
Alicia Condreay, Vice-President  
Russ Ullrich, Vice-President  
Brett Wolfe, Vice-President  
Traci Johnson, Secretary  
Leesa Farmer, Treasurer  
Tami Qualls, Member-at-Large  
Ray VanHootegem, Member-at Large



# Illinois Education Association-NEA

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August 22, 2019

Ms. Tianna Cervantez, Dr. John Asplund, and  
Members of the Board,

On behalf of the Galesburg Education Association/IEA-NEA, I request that the Galesburg School District #205 cease and desist from implementing the Board-adopted Staff Guide: Employee Code of Professional Excellence. The Association acknowledges that many of the potential violations listed in the document are not controversial and should be easy to avoid. However, many of the examples given appear to extend the rights of the District while narrowing the rights of our members, may violate contract language and/or past practice, may encroach upon the proper domain of the evaluation process, and may improperly extend agreements negotiated in one bargaining unit contract to others within the District.


The Association will be reviewing this document to determine the contract violations and Unfair Labor Practices that may have been committed by the District. Continuing with the implementation of this document prior to the Association having the ability to review the document, the process used to create and distribute it, and properly adjudicate any violations may result in further legal action.

Additionally, I am requesting copies of any contract entered into between District #205 and UpSlope Solutions as well as all invoices/bills incurred by the District to UpSlope Solutions. I further request that we receive copies of the "Rules and Regulations of the Board" referenced in Article 3.6 of the GEA contract for the previous five (5) school years, beginning with the 2014-2015 school year. We are also requesting that the District provide copies of all the "related alignments" referenced for each potential violation of the policy and sorted by potential policy violation, with the exception of the GEA contract. This information is relevant and necessary for the Association to perform its duties as exclusive representative of employees, and as such the Association is entitled to this information pursuant to the Illinois Educational Labor Relations Act ("IELRA"). The Association would like to receive this information on or before September 16, 2019.

Finally, the Association asserts that the District's Acknowledgement of Receipt is disingenuous. Rather than simply acknowledging receipt, the form states the employee has "read, understood, been given an opportunity to ask questions about, and agree to abide by" the ECPE. That is well beyond the scope of an acknowledgement of receipt. Many of our members felt the District was attempting to coerce them into signing the document due to the coupling of the receipt of the ECPE to employees' Payroll Status Report. We believe our members'

signatures to be irrelevant for enforcement of the document due to 1) Dr. Asplund's verbal reassurance to GEA President Dave Sharp on August 15, 2019 that the District would view the signature as indication of receipt only and not of acceptance/agreement, 2) Dr. Asplund's written assurance via email to District #205 on August 16, 2019 of the same, and 3) the fact that this letter puts the District on Notice that the Association is working on behalf of the bargaining unit members on this issue and is fighting the implementation of the document at this time.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Bird".

Sarah Bird  
Region 17 UniServ Director, IEA/NEA

Cc: Dave Sharp, President, Galesburg Education Association  
Ron Stradt, Associate General Counsel, IEA/NEA