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GUIDELINES FOR NEGOTIATING TEAMS INTERESTED IN FACILITATING IMPROVEMENT IN EDUCATIONAL PROGRAMS

A Dissertation Presented By Ronald Joseph Fitzgerald

Submitted to the Graduate School of the University of Massachusetts in partial fulfillment of the requirements for the degree of

DOCTOR OF EDUCATION

July, 1971

Major Subject: Administration

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GUIDELINES FOR NEGOTIATING TEAMS INTERESTED IN FACILITATING IMPROVEMENT IN EDUCATIONAL PROGRAMS

A Dissertation
By
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CHAPTER I

INTRODUCTION TO THE STUDY

Collective bargaining is a growing fact of life in public education. In 1960 only the state of Wisconsin had a collective bargaining statute covering public schools. By early 1970, a total of nineteen states had enacted such statutes. Since collective bargaining is a process that can be used by any employer and his employees, written negotiation agreements are common in public school systems even in those states not having negotiation statutes. Only five states -- Alabama, Georgia, Hawaii, Louisiana, and Mississippi--failed to report any school systems having written negotiation agreements in the National Education Association's 1969-70 survey involving 6,182 responding school systems. 1 Since that time, Hawaii has implemented a statute on collective bargaining in public employment which actually authorizes strikes for employees in recognized bargaining units that do not have a process of binding arbitration for settling disputes. In the 1969-70 survey, 3,294 systems or 53.2 percent of those responding indicated that they had written negotiation agreements; this compares with 1,531 districts from approximately the same survey sample having

^{1:1969-70} Survey of Written Negotiation Agreements,"
Negotiation Research Digest, Vol. 3, No. 10 (1970), p. 28.

such agreements in 1966-67. The profession of education has reached a time in history when debate on whether or not public school systems should engage in collective bargaining is meaningless. Rather the question is one of determining how the process can be used in the most constructive manner to improve schooling.

Purpose of the study

School committee members, their superintendents, and teacher organizations have a common interest in improving school programs. Improvement of programs requires action on change, either promoting changes that are perceived as ways to provide better service to students and communities or opposing changes that are perceived as detrimental to the best interests of students and communities. The present study is designed to establish guidelines for negotiating teams interested in facilitating improvement in educational programs through use of collective bargaining. The investigator uses three major sources of data to generate information on aspects of collective bargaining that can be used to initiate appropriate changes in school programs. Finally, a summary of the major guidelines developed is presented for use by school committee representatives and teacher organizations.

Within the context of the purpose of the study, two definitions are presented for the reader. First collective bargaining is viewed as a problem-solving process which

teacher organizations and school committees can utilize to pursue improvements in educational programs. Second, improvements in educational programs are viewed primarily as those changes that lead to more effective or more efficient accomplishment of locally accepted educational objectives.

Significance of the study

There are four main reasons for emphasizing the problem of defining guidelines for those who wish to use collective bargaining as a tool for improving school programs. The first of these reasons is that no matter what area of school operations a person is trying to improve, he is quite likely to encounter the influence of collective bargaining.

The economic impact of collective bargaining, for example, is well documented in an in-depth study of twelve Michigan school districts.² This study concludes that:

- 1. Bargaining produced pay raises averaging ten to twenty percent higher than teachers would otherwise have received.
- Bargaining tended to make salary rates more uniform among the districts studied.
- 3. Salary raises helped to force budgets higher but, in the

Charles M. Rehmus and Evan Wilner, The Economic Results of Teacher Bargaining: Michigan's First Two Years, Report from the Institute of Labor and Industrial Relations at the University of Michigan and Wayne State University (ERIC Document ED 025 026, May, 1968), pp. 28-32.

first two years, did not take an appreciably larger share of those budgets. The percentage of total operating budgets devoted to instructional costs remained at 75 percent after bargaining was implemented.

4. In the first bargaining year, 1966-67, higher teacher salaries were largely paid for by minor economies and from new revenues. However, far less acceptable sources began to be used in 1967-68: liquidation of surpluses, substantial program cutbacks, and transfer of millage from building and site reserves to operations. Three of the districts turned to deficit financing after the second year of bargaining!

Also, evidence exists to show that collective bargaining is affecting most aspects of public school operation beyond the areas of basic salary and capital reserves. For example Table 1 displays a sample listing extracted from 129 comprehensive teacher agreements from the state of Massachusetts in 1968-69. The samples are grouped under policy categories established for this study. This partial list of negotiation agreement provisions shows that there are few aspects of school operation that have not been addressed in one negotiation contract or another. This does not mean that everything is necessarily negotiable; defining management rights can be a very useful topic in the negotiation process.

^{3&}quot;What Are Teachers Negotiating?" Negotiation Research Digest, Vol. 3, No. 6 (1970), pp. 16-24.

TABLE 1.--Sample Areas Covered in 129 Comprehensive Teacher Agreements in Massachusetts in 1968-69

Budgeting and salaries

- 37 contained provisions on deviations from basic salary schedules
- 91 contained provisions on extra duty pay for special activities
- 31 contained provisions on financial and budgetary reports being made available to the teacher organization

Teaching load

- 56 agreements contained provisions on pupil-teacher ratio and class size
- 29 contained provisions on planning periods for elementary teachers
- 32 contained provisions on use of teacher aides for extraneous duties

Structure for decision making

- 70 agreements contained provisions on procedure for teacher evaluation
- 14 contained provisions on general or professional study committees
- 80 contained provisions on position vacancies, usually requiring that notice of vacancies be posted

Fringe benefits

62 agreements contained provisions on group health insurance

83 contained provisions on sabbatical leave

87 contained provisions on personal business leave

Other working conditions

- 81 agreements contained provisions on qualifications for professional growth
- 64 contained provisions on hours of service before and after regular class periods
- 55 contained provisions on teacher facilities such as lounge areas

Negotiation procedures

- 70 contained provisions on advisory arbitration or fact finding in the event of impasse in collective bargaining
- 123 contained provisions on a grievance procedure to be used under the agreement

However, considering the reality of the tendency of one employee organization to copy or propose gains achieved by another organization, collective bargaining has the potential for affecting nearly every phase of the operation of any one school district.

Those educational leaders who recognize and use the potential comprehensiveness of collective bargaining have an opportunity to implement a truly coordinated or systems approach to improvement of school programs. Those who fail to recognize and use this potential, who react to collective bargaining as a series of piecemeal debates and compromises between employees and employers, are most likely to end up presiding over school operations that are disjointed and inefficient.

The second reason that the present study is significant has already been implied—the potential relationship between collective bargaining and the changes often associated with improvement in educational programs. Collective bargaining can encourage change as in the case of a negotiated salary schedule specifically designed to reward teachers who plan and implement new programs that prove more effective or efficient than old programs. It can allow change as in the case of a negotiated agreement giving individual teachers or teams the right to deviate from standard negotiated staffing ratios whenever they design a staffing experiment that is approved by the appropriate school committee. Or collective

bargaining can simply prevent change as in the case of a negotiated provision that requires adherence to some stated staffing ratio. In short, negotiated contract provisions can be used to facilitate or to obstruct change in education. It is therefore very important for persons who wish to improve educational programs to establish and use negotiating guidelines in a way that promotes or prevents changes that are respectively viewed as aids or hinderances to whatever improvements are desired.

The third major reason for the significance of this study is that the definition of guidelines relating negotiation proposals to improvement of educational programs should help educators and others to perceive and then use collective bargaining as a constructive process. Many educational leaders who participate in the negotiation process view it with some degree of disfavor. For example, here are some selected conclusions on bargaining from Dr. Bernard E. Donovan as he reminisced about his service as superintendent of schools in the City of New York:

There is no noticeable improvement in the quality of instruction. The pupils are the "forgotten men" at the bargaining table. . . Lightened workloads seem not to be accompanied by observable improvement in pupil achievement. . . Contract provisions tend to stifle innovation except as it is approved by the negotiating unit. Most approved innovation is that which gives less work to teachers. 4

Bernard E. Donovan, "Effects of Negotiations on Selected School Districts," The Educational Informer, Vol. III, No. 2 (1970), pp. 3-4.

Others see the possibility of a longe-range change in the quality of bargaining:

In the short run, it does not appear likely that reason will soon predominate as the basis for the decision—making process under collective bargaining in local school districts. It is far more probable that countervailing political power or the economic power of teachers will be the arbiters of the conflict. In the long run, however, it is possible that collective bargaining will lead to the rationalization and depoliticalization of the decision—making process, particularly if adequate procedures can be devised as a substitute for the strike.5

Still others describe a highly positive view in which the participants use negotiation to work together on solving problems and reaching objectives. One of the best examples of this last point of view is provided by Professor Richard Wynn when he defines collective bargaining as a process of "collective gaining." The present study is conducted within the context of Professor Wynn's perspective. It assumes that both teachers and management representatives, the latter being those who represent the school committee in negotiations, have the desire and the skill to work together in planning and implementing improvements in educational programs; it assumes that mutual use of collective bargaining as a problem-solving process is both possible and rewarding.

⁵Charles R. Perry and Wesley A. Wildman, <u>The Impact</u> of Negotiations in Public Education: <u>The Evidence from the Schools</u> (Worthington, Ohio: Charles A. Jones Publishing Company, 1970), pp. 221-222.

Richard Wynn, "Collective Bargaining," Phi Delta Kappan, LI, No. 8 (1970), p. 416.

A statement of caution about collective bargaining in education is appropriate at this point. Contrary to the opinions of some educators who view collective bargaining with teachers as unique because the teachers are members of a "profession," there is little or no evidence to indicate that teachers are immune to the same human needs and reactions that have accompanied unionism in private industry. One such basic reaction is the tendency to treat others as they treat you. In education as in industry, the success of the problem-solving approach at keeping an organization open to progressive change depends upon the sincerity with which the approach is embraced by both parties to the bargaining process. Lieberman and Moskow state this point well in the following paragraph:

It should also be noted that the problem-solving approach cannot succeed in the long run if only one side follows it. A teacher organization which sacrifices temporary advantage for long-term benefits will find it increasingly difficult to follow this policy if the school administration does not do so also. The reverse is also true. As an abstract matter, it is desirable for everyone to act in the long-range interests of better education. As a practical matter, it is hopeless to expect any group to do so consistently if its willingness to forgo temporary advantages is not reciprocated by others. 7

The fourth and final point of significance for the present study is that the negotiation guidelines developed will provide a conceptual framework with a degree of validity

⁷Myron Lieberman and Michael H. Moskow, <u>Collective</u> Negotiations for Teachers (Chicago: Rand McNally & Company, 1966), p.10.

that can be tested by future researchers. As guidelines are applied by various districts, results can be observed and used to endorse, reject, or qualify specific suggestions for negotiating teams. In other words, the guidelines from this study can provide the basis for development of improved negotiation guidelines in the future. Like all other aspects of school programs, the collective bargaining process itself should be subject to constant improvement.

Approach to the study

In order to develop guidelines for negotiators, this study utilizes three major sources of data:

- 1. A review of commonly negotiated contract provisions in Massachusetts school districts, a data source selected because it helps to describe current practice in contract construction in a designated part of the country.
- 2. Questionnaire comments from superintendents and teacher leaders on how negotiated contract provisions were perceived as aids or hinderances to change in districts attempting to improve educational programs, a data source selected to gain information from demographically different schools and school systems on the actual effects of common contract provisions.
- 3. A review of literature on research and authoritative comments about the topics covered in commonly negotiated contract provisions, a data source selected to make use

of knowledge resulting from systematic studies.

The initial review of actual contract provisions led to the definition of study categories that seemed to be quite inclusive and representative of subject groupings in many negotiated contracts. These categories were then used for both the questionnaire format and main chapter headings (chapters III through VIII) of the study, thus providing respondents and readers of the study with a manageable context as shown in the following outline for the present investigation:

Budgeting and salaries, Chapter III

Teaching load, Chapter IV

Structure for decision making, Chapter V

Fringe benefits, Chapter VI

Other working conditions, Chapter VII

Negotiation procedures, Chapter VIII

Chapter II describes the methodology of the study.

Chapter IX presents a summary of the entire study. In the main chapters, III through VIII, the three data sources are reviewed and suggestions or guidelines are constructed from the data for specific areas that can be addressed in the collective bargaining process. The specific areas included in each main chapter are those that seem to be especially important to change processes according to the data sources or, where data sources are not extensive, according to experience or knowledge of trends gained by the author as a

practicing superintendent of schools. Incidentally, while the author's school district happened to be one of the districts selected for this study according to procedure described in Chapter II, the questionnaire for this district was completed by an assistant superintendent to avoid introducing the author's opinions and possible bias into a primary data source.

Obviously, since questionnaire responses were gathered from both superintendents and teacher leaders, it is possible to identify interesting and possibly important differences between the perspectives of these two groups. Such comparisons are not one of the main purposes of this study so they are not emphasized. However, from time to time, mention is made about differences in perspectives of respondent groups when the differences are so pronounced that they influence the content of guidelines to a significant degree.

The study concentrates on using primary data sources to infer guidelines or suggestions for negotiators interested in facilitating improvements or worthwhile innovations in educational programs. The guidelines are to be used by members of teacher organizations and school committee representatives to design forward-looking negotiation proposals, proposals made more specific and salient by planned inclusion of aspirations and judgments on available resources from local groups interested in educational improvement.

CHAPTER II

METHODOLOGY

There are four major steps to this study: (1) review of contract proposals negotiated in Massachusetts. (2) collection of data from teacher and management leaders, (3) review of pertinent literature, and (4) development of contract proposals for supporting change in educational pro-Two general statements should be kept in mind as these steps are explained. First, the study does not include any special attempt to formulate new definitions for use in educational programs or innovation. Where definitions seem necessary for the sake of clarity, they are offered in the appropriate section of the text of the dissertation. Second, while an attempt is made to document a logical relationship between the substance of selected bargaining proposals and apparent characteristics of certain changes or innovations in education, this need not be taken as an endorsement of the changes. Such endorsement is a matter to be decided in each local school district.

Review of contract proposals negotiated in Massachusetts

As a matter of practicality for one researcher, only contracts negotiated in the state of Massachusetts were

studied to gather the initial data for this study. With the permission of William H. Hebert, executive secretary of the Massachusetts Teachers Association, the author reviewed a collection of over 240 negotiated agreements on file in Boston, Massachusetts, in the summer of 1970. Miss Rose Claffey, executive secretary of the Massachusetts Federation of Teachers, provided the author with additional sample contracts. From the analysis of these contracts, the following major categories of contract provisions were established for the study:

- 1. Budgeting and salaries,
- 2. Teaching load,
- 3. Structure for decision making,
- 4. Fringe benefits,
- 5. Other working conditions, and
- 6. Negotiation procedures.

Later in the study, notes from this initial review of contracts were used along with an analysis of contracts from a sample population to construct examples of the general content of commonly negotiated provisions under each of the study categories.

Collection of data from teacher and management leaders

Perceptions of teacher and management leaders have an important influence on the bargaining process. This is

true because these leaders are close enough to the process and its results for their perceptions to be respected by others. With this same respect, a decision was made to use a questionnaire to ask some of these leaders to express their observations about the relationships between collective bargaining and change or innovation in their individual school districts.

The decision to use a questionnaire rather than an interviewing technique was based upon the facts that (1) this permitted wider coverage than could be gained by one man interviewing, (2) effective use of an interviewing technique is at least as complex if not more complex than using a questionnaire, (3) while answers to questionnaires come from a particular kind of person-the kind that is willing to answer a questionnaire, this bias is no more serious than that introduced by personal reactions to an interviewer, and (4) the lower response level anticipated from a questionnaire was not perceived as a significant weakness in a survey that did not pretend to aspire to the development of a body of scientific laws. These points and others covered in a paper by Gerald Lunney on the construction of questionnaires guided the author in seeking data from teacher and management leaders.

Gerald H. Lunney, "The Construction of Questionnaires for Surveys in Education" (mimeographed research paper, University of Massachusetts, undated).

Selection of a sample population .-- The Bureau of Curriculum Innovation of the Massachusetts Department of Education utilizes a staff of fourteen regional consultants to identify and report promising educational innovations in the state of Massachusetts. Between the fall of 1969 and the summer of 1970, the Bureau reported on promising practices from 103 different local educational agencies in its Kaleidoscope publications. 2 In order to ensure response from persons involved in educational innovation as well as in collective bargaining, the superintendents of schools and the teacher organization presidents in these 103 public school districts were designated as the target population for a questionnaire about the relationships perceived between innovation and collective bargaining in education. All of the 103 districts were included rather than a sampling because the use of the relatively comprehensive questionnaire that was anticipated might otherwise have resulted in too few responses.

Construction of a questionnaire. -- Constructing a questionnaire is similar to constructing a test; the main

Patricia R. Allen, ed., <u>Kaleidoscope 1</u> (Commonwealth of Massachusetts: Department of Education, Fall, 1969).

Phyllis A. MacAdam and Elisabeth Fuller, ed., Kaleidoscope 2 (Commonwealth of Massachusetts: Department of Education, Spring, 1970).

Patricia R. Allen and Helen Powell, ed., <u>Kaleidoscope</u> 3 (Commonwealth of Massachusetts: Department of Education, Summer, 1970).

goal is to be sure that the proper questions are asked. In addition, simplicity of the response pattern helps to encourage greater response; this is the reason that many questionnaires offer respondents a simple checklist format. In this study, a checklist format alone would not have been adequate to gather the desired data. Simply giving respondents an opportunity to indicate whether a particular contract provision aided and/or hindered change attempts in their school districts would not have gained the explanations necessary to make such information useful. Thus, with full recognition of the fact that a questionnaire seeking a relatively high level of effort from respondents would decrease the percentage of response, the author deliberately constructed a questionnaire that encouraged written explanations of expressed perspectives. In this study, the reasons for responses are more important than the number of responses. Perhaps it might also be assumed that responses based upon stated reasons are considered more carefully by some respondents than a checklist that can be completed quite hurriedly?

The data that could be gained from superintendents was judged particularly important because the superintendents ents often serve the dual role of representing the school committee to teachers and vice versa. Collective bargaining has not eliminated this dual role because most school committees still expect the superintendent to serve as their

chief educational advisor. Thus a superintendent is often in a position to be somewhat sympathetic to both parties to the collective bargaining process, particularly if he does not actually represent the school committee at the bargaining table. On the other hand, there are cases in which individual superintendents express more resentment than sympathy toward teachers engaged in collective bargaining. Reasons for such resentment can include (1) frustration arising from the time demands of collective bargaining, (2) emotions generated at the bargaining table, (3) the reality of being caught between teacher demands and school committee or public resistance to rising costs, and (4) a real or imagined loss of leadership status. Since such resentment could bias a superintendent's perspective on the effects of collective bargaining, it seemed desirable to include teacher leaders in the questionnaire audience along with superintendents. The reason for inclusion of teacher leaders is stated here to emphasize the fact that such inclusion does not represent an attempt to provide a study designed to compare teacher perspectives with management perspectives. Because the same questionnaire was sent to both sets of leaders, such a comparison became possible in some instances. However the questionnaire was designed to facilitate the logical support of suggestions for collective bargaining and not to facilitate comparisons between superintendents' perspectives and teachers' perspectives.

An initial questionnaire format was evaluated in detail by superintendents in several Massachusetts school districts (Agawam, Frontier Regional/Union #38, Gardner, Greenfield, Southwick, Westfield, and West Springfield), by two teacher association members in the Amherst school district, by professors on the author's advisory committee, and by a group of doctoral candidates in the School of Education at the University of Massachusetts. Based upon suggestions from this evaluation the following changes were implemented: (1) rewording to clarify examples under some provision or policy categories, (2) lengthening of the questionnaire to provide much more writing space -- this being a unanimous suggestion emphasized most by the superintendent evaluators, (3) revision to allow mailing of teacher and superintendent questionnaires separately rather than sending both through superintendents of schools. The final questionnaire, with spacing reduced to fit within the margins of this dissertation, is displayed in Appendix I. Copies mimeographed on red paper were sent to superintendents, and copies mimeographed on green paper were sent to teacher leaders in the sample population.

Distribution and return of questionnaires.--Addresses of superintendents were obtained from a directory maintained by the Massachusetts Department of Education. Executive secretaries of the Massachusetts Federation of Teachers and the Massachusetts Teachers Association supplied mailing

addresses for the teacher organization leaders in the sample population. Since Robert A. Watson, director of the Bureau of Curriculum Innovation in the State Department of Education, had endorsed the study; this fact was stated in the cover letters used to forward the questionaires on August 31, 1970. The initial mailing date was selected to reach superintendents just after their summer rush to fill lastminute vacancies and just before the onslaught of emergencies associated with opening a new school year. Hopefully it also placed the questionnaires in the hands of most teacher leaders before time pressures began to mount in bargaining sessions related to the 1971 budget year. The initial cover letters and two associated sets of bargaining suggestions supplied in advance appreciation for cooperation with the study are displayed in Appendixes II, III, IV, and V.

On September 14, 1970, follow-up postcards were sent to all members of the sample population from whom completed questionnaires had not been received. Samples of these postcards are displayed in Appendix VI.

On October 7, 1970, final follow-up letters and post-cards were mailed to all superintendents and teacher leaders who had not yet sent back completed questionnaires. These final communications are shown in Appendixes VII and VIII.

After this final mailing, ten teacher organization presidents and six superintendents took the time to indicate that

they would not be able to complete the questionnaire for one reason or another. The reasons ranged from a simple lack of time--particularly understandable in the case of teacher leaders with full-time teaching schedules--to sickness to a lack of adequate experience with collective bargaining in a particular district. Earlier in the study process, several respondents had sent back blank questionnaires with the comment that they were not able to make the judgments being requested because they had not been in their current positions long enough. Turnover in superintendent and teacher leader positions is a reality that might affect the quality of bargaining in a district as well as the ability of district representatives to answer questions on local bargaining; it is a topic worthy of separate analysis but well beyond the scope of the data gathered for this study.

Without counting those respondents who indicated that they could not complete the questionnaire (actually a perfectly honest response by itself), 91 of the 206 members of the sample population returned completed questionnaires—this is a response level of 44.2 percent. Completed questionnaires were received from at least one respondent in 71 of the 103 school districts contacted. In the teacher group, 32 of 103 or 31.1 percent of the potential respondents returned completed questionnaires. In the superintendent group, 59 of 103 or 57.3 percent of the potential respondents returned completed questionnaires. "In practice, a

60 percent response to a mail questionnaire is a fairly good accomplishment." After surveying fourteen publications on the topic, Lunney concluded that the return "should be between forty and ninety percent of the total group sampled." Thus, in this study, it seems fair to conclude that the information provided by superintendents represents a reasonably valid summary from the sample population while the information provided by teachers might be more biased in view of the higher percentage of non-respondents in the teacher group. An exact listing of the responding school districts is provided in Appendix IX.

Analysis of data from questionnaires. Data from questionnaires are displayed throughout subsequent chapters in the dissertation. In order to arrive at these displays, each line of response on each completed questionnaire was converted into coded categories on a data processing card. This allowed the author to sort information rapidly according to any characteristics that seemed appropriate for a particular display. Here are two examples of this approach:

 Column 22 on each data processing card was used to indicate the category of contract provisions into which a particular response fit. The number 1 represented the

^{3&}quot;Survey Research Methods," Encyclopedia of Educational Research, 1960, Third edition, p. 1448.

Lunney, "The Construction of Questionnaires for Surveys in Education." p. 9.

budgeting and salaries category; the number 2, the teaching load category; the number 3, the structure for decision making category; the number 4, the fringe benefits category; the number 5, the other working conditions category; and the number 6, the negotiation procedures category. By using an IBM sorter on column 22, it was possible to index rapidly all of the data relating to any one study category of contract provisions. Since each card contained a code number for the school district and questionnaire from which the response came, the index created by sorting became a systematic reference list that made it unnecessary to search through all questionnaires when addressing any one study category.

2. Column 32 on each data processing card was used to indicate the type of effect perceived for a particular contract provision. The letter A represented an effect perceived as aiding change; the letter H, an effect that apparently hindered change; the letter T represented an effect that was perceived as both aiding and hindering change; and the letter O represented the absence of an identified or perceived impact on change.

Other information on each data card included the grades covered by the responding school system, the size of the school district, the type of teacher organization (NEA affiliate, AFT affiliate, or other), and a sub-category for the provision or policy (such as class size, merit salary, sick

leave, etc.). This use of data processing techniques as an indexical device provided a method of organizing a large amount of narrative data. The organization of this data on leader perceptions then became a second portion of information beyond the substance of common contract provisions from which substantive contract proposals were formulated.

Review of pertinent literature

The third and final information source for this study was a review of literature on research and authoritative comments about the topic of specific contract provisions such as class size and teacher participation in decision making. Segments of this literature review are placed throughout the text in relation to specific contract possibilities rather than being concentrated in one chapter.

Development of contract proposals for supporting change in educational programs

A process of logical thought is used to develop the substance of contract proposals which might prove useful in supporting defensible change in local educational programs. The reader must judge the quality of this logic for himself after viewing whatever data is presented from the three basic information sources—common contract proposals, perceptions of superintendents and teacher leaders, and pertinent literature. One bit of advice does apply here. That

is, although the desirability of a possible change must also be judged by the reader, there are cases in which the review of pertinent literature offers very specific guidance in this area. This is the result of excellent research by others whose efforts make this study possible. It seems important to express the hope here that future researchers will take the time to measure the outcome of any attempts to use some of the suggestions defined in this dissertation. Until then, the suggestions can stand only as positions taken on the basis of logical analysis of organized information.

CHAPTER III BUDGETING AND SALARIES

A school district budget is a major summary of much of the planning that occurs in a district. Teacher salaries constitute the largest single account in most school budgets. In view of these facts, the process of budgeting and the salary provisions of a budget deserve major attention from anyone who is trying to influence the quality of education through collective bargaining. Respondents to the question-naire used in this study commented on the importance of the following areas: basic teacher salary, ratio salaries for teachers, salary recognition for advanced training, merit salaries, differentiated salaries, extra duty pay, salaries for administrators, research and development funds, program budgeting, and general budgeting procedures.

Basic teacher salary

Analysis of contracts shows that the most common form for a basic teacher salary schedule in Massachusetts is the so-called single salary schedule that rewards all teachers on the basis of (1) their level of training and (2) their years of teaching experience up to some maximum. In many cases, training levels are simply specified as college degrees—bachelor's degree, master's degree, certificate of

advanced graduate study, etc. In other cases, subcategories are included as some number of graduate credits earned prior to the next degree level.

Table 2 shows how twenty superintendents perceived the impact of their basic teacher salary schedule on change or improvement in education.

TABLE 2.--Comments from Twenty Superintendents on The Impact of Their Basic Teacher Salary Schedule on Change in Education

Aided

6 comments, approximately one-third of twenty comments offered indicated that the basic schedule aided change by making a positive contribution to recruitment and retention of teachers.

Hindered

- 13 comments, well over half of the total, indicated that the basic schedule hindered change for one or more of the following reasons:
- a. failed to provide incentives and rewards for superior performance,
- b. obstructed differentiation of staff roles,
- c. did not allow sufficient flexibility for recruiting and retaining needed personnel, or
- d. caused dissatisfaction among experienced teachers with the longest service in the district.

Both

1 comment indicated that the basic schedule both aided and hindered change for reasons given above.

The superintendents' observation that a teacher salary schedule can aid in recruitment and retention is supported in a qualified way by research studies summarized

by Miller and Newbury. 1 The studies indicate that:

- 1. A higher percentage of beginning teachers leave districts with lower salary schedules than leave districts with higher paying schedules (40 percent to 25 percent in one study).
- 2. Salary is normally ranked high on a list of positive motivators in attitude surveys; however it is by no means always in first position.
- 3. For many teachers, organizational factors such as the identification with the objectives of a school district become more important than salary for job satisfaction, particularly if the salary level is high enough to avoid general dissatisfaction or financial insecurity.
- 4. There is little evidence to document a direct relationship between teacher salary level and educational productivity. One exception is Project Talent, a study of over one-half million high school pupils by the National Education Association. This study demonstrates that pupil achievement, attending college, and staying in school were closely related to four factors—teacher salaries, teacher experience, number of books in the school library, and per pupil expenditures. This strong relationship held true even after as many as thirty school and community characteristics were held constant in statistical analyses.

Also, a summary of studies by Rogers² indicates that innovators in public schools tend to have relatively high social status in terms of amount of education, prestige ratings, and income. In short, money will not necessarily buy job satisfaction but an adequate salary level can help to prevent one form of dissatisfaction from distracting or even

¹William C. Miller and David N. Newbury, <u>Teacher Negotiations</u>, A Guide for Bargaining Teams (Hereinafter referred to as <u>Teacher Negotiations</u>.) (West Nyack, New York: Parker Publishing Company, Inc., 1970), pp. 75-78.

²Everett M. Rogers, "What Are Innovators Like?" Change Processes in the Public Schools (Eugene, Oregon: University of Oregon Press, 1965) p. 58.

repelling teachers in a particular school district.

Note that thirteen of the twenty superintendents who commented on basic salary schedules mentioned their hindering influences. For the most part, these educational managers were complaining about the fact that single salary schedules do not allow the possibility of recognizing differences in teacher performance or teacher roles. They are really saying that, while experience and training make a difference when all other things are equal, other things like teacher ability or teacher role aspirations or even organizational needs for certain teacher roles are not equal and that salary schedules should recognize this. Also one superintendent defined the fact that adjustments to single salary schedules can cause resentment among experienced teachers, particularly where the across-the-board technique is used for salary raises. Across-the-board raises result in much lower percentage gains in salary for more experienced personnel; the potential resentment against such a fact might not be conducive to a climate in which experienced teachers will support attempts at innovation.

What about teacher leader reactions to single salary schedules? Refer to Table 3. Teacher leaders tended to perceive some of the same advantages and disadvantages in single salary schedules as superintendents perceived. The teachers did tend to define more advantages and fewer disadvantages than the superintendents. One difference seems

particularly obvious. Teachers emphasized the intellectual stimulation encouraged by training requirements in salary schedules while none of the superintendents mentioned this factor.

TABLE 3.--Comments from Fourteen Teacher Leaders on The Impact of Their Basic Salary Schedule on Change in Education

Aided

10 comments, a majority of the fifteen comments offered, indicated that the basic schedule aided change for one or more of the following reasons:

a. made a positive contribution to recruitment and retention of teachers.

b. stimulated new ideas by encouraging course work at colleges,

c. provided the security of known standards for financial progress,

d. improved staff morale, or

e. provided the focus for improved communication between teachers and the school committee (a possibility even without collective bargaining).

Hindered

3 comments indicated that the basic schedule hindered change for one of two reasons:

a. failed to provide incentives and rewards for superior performance or

b. obstructed differentiation of staff roles.

Both

2 comments indicated that the basic schedule both aided and hindered change for reasons given above and, in one case of perceived hinderance, because teachers with many years of service resented being required to take graduate school courses to move ahead on the salary schedule.

Educational Research³ show that in-service programs, primarily college courses and workshops, can affect both teacher attitudes and in turn pupil performance. Thus teacher endorsement of the graduate work encouraged by most salary schedules is probably justified.

Inference from current practice, superintendent and teacher leader comments, and pertinent literature leads to the following guidelines on basic teacher salary:

- 1. Since a district's basic teacher salary schedule is a factor in attracting and retaining teachers who can build the quality of local programs, the basic schedule should be kept competitive with schedules in other systems drawing on the same teacher supply sources. However, since high salary levels will not guarantee job satisfaction, there is no clear justification for assuming that it is useful to raise a schedule above a level that is reasonably competitive.
- 2. Because in-service training programs such as college courses and workshops can affect both teacher attitudes and, in turn, pupil performance; the practice of recognizing training and experience components in basic teacher salary schedules is sound. The two components work together in that rewarding teaching experience is an indirect way of offering more support to a teacher who has probably had more in-service training, even if that training has been limited to what a teacher can learn from annual evaluations and experiences with pupils.
- 3. Comments from both superintendents and teacher leaders logically indicate that a single salary schedule, standing alone, can prevent the differentiation of teacher roles and the rewarding of superior performance. Thus, modifications or alternatives to the single salary schedule should be introduced if district leaders wish to reward superior performance or to allow differentiation of teacher roles. More specific recommendations on alternatives are included later in this chapter.

³Clifford P. Archer, "In-service Education," Encyclopedia of Educational Research, 3rd ed., pp. 707-708.

4. The flat, across-the-board approach to raises in a single salary schedule should be tempered occasionally by adjustments that help to avoid distortion of whatever financial relationships are desired between beginning teachers and more experienced teachers. Otherwise resentment can be unintentionally generated among a district's most experienced teachers, a group that can have a strong impact on staff attitude toward progressive change. Additional comments on this matter are provided under the next section on ratio salaries for teachers.

Ratio salaries for teachers

Some school districts in Massachusetts utilize a ratio or index salary schedule for teachers. This type of schedule commonly expresses each level of training and experience as a percentage of some base figure, usually the figure for a teacher with a bachelor's degree and no previous teaching experience. Three of the seventy-one districts responding to this study reported the use of a ratio schedule. Two degree columns from one such schedule are exhibited in Table 4. The one superintendent and two teacher leaders who commented on this index approach felt that it contributed to the attraction and retention of good teachers. On the other hand, it is not surprising that the use of a ratio schedule is not widespread in Massachusetts.

Historically ratio schedules were created primarily to establish protection against the schedule compacting that can be caused by across-the-board raises. Also they were supposed to save time and make it unnecessary to spend many hours designing new schedules when something like a new

TABLE 4.--Sample Columns from An Index Salary Schedule in One Massachusetts School District

Step	Bachelor	's Degree	Master'	s Degree
	Index	Amount	Index	Amount
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15	1.00 1.04 1.08 1.15 1.21 1.26 1.31 1.36 1.41 1.46 1.50	\$6900 7176 7452 7935 8349 8694 9039 9384 9729 10074 10350 10626	1.10 1.15 1.20 1.25 1.30 1.35 1.40 1.45 1.50 1.55 1.60 1.65 1.70 1.75 1.80	\$7590 7935 8280 8625 8970 9315 9660 10005 10350 10695 11040 11385 11730 12075 12420

state minimum salary for teachers was adopted; some new base could be adopted on the local level and the remainder of the schedule would follow automatically. With the advent of collective bargaining, a more flexible protection against schedule compacting has come into being—the bargaining process itself. There is little evidence to support any contention that either teacher organizations or school committees remain satisfied for any great length of time with a particular ratio or index system. Thus, it is the author's opinion that a district is probably more capable of adjusting to changing needs and resources without the additional rigidity of an index that adds to all of the problems of inflexibility already cited for a basic teacher salary schedule.

Salary recognition for advanced training

As already pointed out, most teacher salary schedules provide credit for different levels of training. That is, a teacher with a master's degree and three years of teaching experience is ordinarily paid a higher salary than a teacher with a bachelor's degree and three years of teaching experience. Certificates of advanced graduate study or a master's degree plus thirty graduate credits have been recognized in many districts. Some districts have included a doctoral degree column in their schedule for teachers. Others have subdivided their entire schedule into a series of columns that recognize segments of professional growth completed on the path toward a formal degree or advanced certificate; for example, the sequence of columns in one schedule might exist bachelor's degree, bachelor's degree plus fifas follows: teen graduate level credits, master's degree, master's degree plus fifteen graduate level credits, master's degree plus thirty graduate credits, master's degree plus fortyfive graduate credits, master's degree plus sixty graduate credits, and doctor's degree. Finally, some systems have both recognized various training levels and reimbursed teachers for tuition expenses incurred in reaching those levels. Policies providing for tuition reimbursement often have set limits on the amount of reimbursement and have usually stipulated that reimbursement will occur only if the

superintendent of schools has approved the courses in advance of their being taken.

Seven superintendents and ten teacher leaders commented on salary recognition for advanced training in this study. In every case, they indicated that such salary recognition aided the change potential in their district. The reason given for this observation was that salary recognition for advanced training encourages or allows source of stimulation for improvement in education. This reason is supported by research citations listed earlier in this chapter.

The exact details of the ways that districts offer financial support for advanced training are many and varied. Different approaches reported by respondents in this study include the following:

- 1. Allowing in-service credits earned in workshops sponsored by the school district to count for placement in salary schedule columns between the formal degree columns, for example in a bachelor's degree plus fifteen credits column. This allows a district to identify system-wide training needs and to encourage a large number of its teachers to work together on fulfilling these needs.
- 2. Allowing up to four professional increments of \$100 each for completion of approved professional study or its equivalent in approved travel activities. This gives formal recognition to the fact that useful learning can occur for teachers in activities other than formal courses or workshops.
- 3. Granting tenured teachers at step six and above eligibility for full tuition reimbursement for approved courses and a payment of \$50 per credit hour for up to six approved credits per year; the latter to be paid in two installments, one on completion of a course and one

- a year later. This procedure encourages professional growth among the group of teachers most apt to remain in the district.
- 4. Granting higher schedule placement for a teacher with a master's degree in a so-called subject field (science, history, etc.) than for a teacher with a master's degree in education. This represents a value judgment in favor of subject matter specialization.
- 5. Granting reimbursement of graduate course tuition up to \$300 per year for courses approved in advance by the superintendent. Other examples of direct tuition reimbursement included partial reimbursement, from one half to two thirds of the tuition for a graduate course.

Both comments from study respondents and research citations support the contention that professional training programs such as college courses and workshops can have a positive impact on teacher attitudes and subsequent pupil performance. Considering this fact and the characteristics of common practices in the area of offering financial support for advanced training, these recommendations are presented:

- 1. It is desirable for a school district to offer some form of salary and/or tuition encouragement for advanced training of teachers.
- 2. Granting tuition reimbursement and granting salary schedule credit for advanced training are different ways of encouraging the same activity. If both ways are utilized, it should be done on the basis of conscious acceptance of a duplex approach which is bound to be more complex and more costly than simple salary recognition for various degree or professional growth levels.
- 3. Local conditions can make the attractiveness of the tuition reimbursement approach vary greatly from one area to another. For example, tuition reimbursements are not as economically attractive in a community where most teachers engage in graduate school study in a state institution with relatively low tuition rates; they are much more attractive and perhaps even necessary where

most teachers must enroll in private institutions of higher learning with relatively higher tuition rates.

- 4. When a system of tuition reimbursements is utilized indiscriminately, a district might be financing advanced training for many teachers who will not be able to use some of the training in their classrooms or who will not remain in the district. Perhaps teachers should be required to refund tuition reimbursements if they resign from a district within two years of the time that they receive such reimbursement. At the very least, reimbursements might be limited to tenured staff members who have had their study programs approved in advance.
- 5. Regular district sponsorship of in-service programs coupled with recognition of credits from such programs for salary placement might be an effective supplement or even substitute for tuition reimbursement in many instances. This possibility is particularly worthy of exploration when district leaders wish to encourage specific improvements on a building-wide or system-wide basis; a program attended by a significant number of local teachers provides more common ground for cooperative effort than having each teacher pursue completely separate training programs.
- 6. Financial support for advanced training can accomplish more if it can be related to a broad range of professional growth activities, not just to formal college courses. For example, Rogers has cited studies indicating that innovators in education and other career groups tend to travel widely and to gain ideas from outside their local areas. This is recognized in those districts where advanced training credit is granted for approved travel activities.

Merit salaries

The National Education Association has reported that only eighty-five or 7 percent of the 1,221 teacher salary schedules it analyzed in 1969-70 indicated additional compensation for superior teachers. 5 In this study, comments

Rogers, "What are Innovators Like?" pp. 58-59.

Merit Provisions in Teachers' Salary Schedules, 1969-70, Research Memo 1970-7 (Washington, D.C.: National Education Association, April, 1970), p. 1.

on merit policies were received from seventeen separate districts or 23.9 percent of the seventy-one responding districts. Thus, the districts in Massachusetts with programs described as innovative in State Department of Education publications exhibit a high incidence of merit salary programs. One of these programs was negative in nature; that is, it was based on the withholding of salary increments rather than on the granting of special merit awards. However each of the remaining sixteen programs involved the potential for granting specific dollar awards for outstanding service through one of three methods: extra salary increments within the basic schedule, increments or so-called super-maximums beyond a basic schedule, or an additional career or merit column parallel to the columns of the basic teacher schedule. A typical merit policy read as follows:

The local school committee has the right to grant an unscheduled merit increment of up to \$500 to any teacher. Requests for such action may be initiated by either teachers or administrators. No action will be taken by the school committee until they receive the recommendations of the administrators responsible for evaluating teachers.

In the same district, the policy for use of a career column parallel to the basic schedule read as follows:

The career salary schedule will be used for teachers with an earned doctoral degree in an appropriate career field and/or also may be used at the discretion of the school committee for the retention of teachers on tenure with a master's degree or beyond. Also, a tenure teacher may apply for placement on the career scale if that teacher has a minimum of a master's degree and eight years of full-time teaching experience; the teacher will then be evaluated by his immediate supervisor, his principal, and the superintendent; if each of these administrators so recommends, the appropriate

school committee may grant career placement to the applying teacher.

In another case, a respondent reported with pride that approximately 90 percent of the eligible tenured staff members who had applied for a merit increment had received such an award! In other instances, there was some indication that very few staff members dared to apply for merit placement. Comments from respondents are summarized in Table 5.

TABLE 5.--Comments from Superintendents and Teacher Leaders on Impact of Merit Salaries on Change in Education

Aided

9 comments, a strong majority of the ten comments offered by eight superintendents, indicated that their merit salary programs aided change by providing incentives and rewards for superior performance or, in the one case of an increment withholding program, by emphasizing teacher accountability for performance.

6 comments, a majority of the nine comments offered by separate teacher leaders, indicated that their merit salary programs aided change by providing incentives and rewards, by building positive teacher attitudes (one comment), or by helping to retain career teachers (one comment).

Hindered

2 comments from separate teacher leaders indicated that their merit programs hindered change by generating negative attitudes among teachers dissatisfied with evaluation procedures associated with the programs.

Both

1 superintendent and 1 teacher leader from separate districts commented that their merit programs both aided and hindered change for reasons given above. The superintendent described cases of recipients of merit awards being ostracized as "fair-haired boys" by some fellow teachers.

The majority of teacher leaders and superintendents who commented on their local merit salary programs expressed strong support for the merit concept and its effects. However they certainly represent a minority even among the districts with innovative programs covered by this study. In general, teacher organizations oppose merit programs because the survival of such organizations depends upon their striving for the common good of all of their members and can be threatened by pursuing goals that might create jealousy or other forms of dissension among members. Comments from respondents to this study show that such dissension is a distinct possibility, particularly where teachers are dissatisfied with district evaluation procedures.

Earlier in this chapter, the conclusion was developed that you cannot buy superior teaching performance. For the most part, research studies described in the Encyclopedia of Educational Research and elsewhere offer little hope that the use of merit salary programs will result in a significant improvement of teacher performance or thus pupil achievement. However there is another side to this story. In a study of research and development employees, Rosen developed the concept that salary improvements were often valued because they were a sign of recognition. It is

⁶Hjalmar Rosen, "Occupational Motivation of Research and Development Personnel," <u>Personnel Administration</u>, Vol. 26, No. 2 (1963), pp. 37-43.

reasonable to assume that innovative teachers are like the men and women working in industrial research organizations—they like to have their job contributions recognized as important. Merit programs are a way of offering such recognition.

Again considering common practices, comments from study respondents, and published research, the following guidelines seem appropriate for merit salaries:

- 1. Comments from superintendents and teachers and from studies accomplished in private industry indicate that merit salary programs can provide a positive motivating force for employees primarily because employees appreciate recognition of valuable performance. Thus, it might be best to emphasize the recognition aspect rather than the monetary aspect of any merit program.
- 2. Teacher comments identify the fact that a merit salary program should be accompanied by an evaluation process respected by teachers to avoid one cause of dissension that might overshadow any benefits of the merit program.
- 3. The importance of having a competitive basic salary schedule has been documented earlier in this chapter. Thus, a merit program should not serve as a replacement for a competitive basic salary schedule for teachers; the merit program should be designed as a supplement to a strong basic schedule.
- 4. Comments from teachers show that a merit salary program can be relatively meaningless if nearly every teacher is granted such placement or, at the other extreme, if very few teachers are granted merit placement in a program that is used primarily to criticize staff members. Reasonable standards for merit placement should be published and implemented; these standards should identify merit placement as an attainable goal but as something more than a level that most tenured teachers can expect to reach with the passage of time.

Differentiated salaries

In recent years, many school districts have imple-

mented programs of team teaching or differentiated staffing. Team teaching has involved groups of two or more teachers who plan and work together to direct the learning program for a group of pupils. Differentiated staffing has involved some teachers assuming different degrees of responsibility for managing the learning environment of groups of children; for example one teacher might be expected to coordinate and direct the work of other teachers and/or teacher aides in a social studies team while a second teacher might be working with pupils in a more traditional manner and with very little responsibility for the actions of other adults. Without attempting to justify the details of any teaming or differ. entiated staffing program here, two facts can be stated. First, both teaming and differentiated staffing programs can lead to the assumption of different levels of managerial responsibility by teachers engaged in such programs. Some teams of teachers seem to function best with one leader or coordinator, and the work of aides to teachers should certainly be guided by directions from one or more teachers. Second, as already documented by comments in our discussion of basic teacher salary, single salary schedules tend to obstruct the salary differentiation which might be one nat-ural result of teachers assuming different levels of managerial responsibility. In some relatively simple team teaching projects, the obvious conflict between differentiation of responsibility and a single salary schedule might be resolved by rotating leadership roles. This would probably not be an effective answer in more complex situations or where some teachers were either not capable or not interested in the area of supervising other adults.

Only two of the seventy-one districts covered in this study described active programs of salary differentiation for teachers. The responses came from both the superintendent and a teachers' association president in one district and from the superintendent alone in the second district. (One other teachers' association president did define her strong hope that acceptable plans would be evolved in this area.) In each case, the differentiated salary programs were optional as additions to the basic teacher salary schedule and were perceived as definite aids to differentiated staffing and system flexibility.

Basic guidelines on differentiated salaries are:

- 1. From comments recorded in relation to basic salary schedules, it is obvious that the lone existence of a single salary schedule can obstruct attempts at some forms of differentiated staffing—those forms that involve the relatively permanent assumption of different levels of responsibility by individual teachers in a district. An alternative to the single salary schedule should be created in any district where staff members and school committee members perceive the single schedule as a deterrent to the forms of differentiated staffing in which they are interested.
- 2. As previously stated for merit salaries, a differentiated salary program should not serve as a replacement for a competitive basic salary schedule for teachers; the differentiated program should be designed as a supplement to a strong basic schedule.
- 3. As a matter of actual practice, there are some forms of differentiated staffing that might not be obstructed

by a single salary schedule. Teacher teams with rotating chairmen and teams in which the supervision responsibility created by using aides is perceived as completely offset by the relief from non-teaching duties provided by aides are examples.

Additional information on the possible use of teacher aides in differentiated staffing is provided in Chapter IV.

Extra duty pay

Contract analysis showed that most school districts in Massachusetts have a system of flat payments for a wide variety of extra-curricular duties ranging from coaching in athletics to acting as an advisor to selected pupil organizations. Comments of respondents indicated that collective bargaining has resulted in replacement of relatively arbitrary payment levels to levels based on actual time studies in many districts. A few districts have refined this procedure even more by establishing ratio relationships to some point on the basic teacher salary schedule; for example, an activity ranked at 1.0 would result in a payment of 3 percent of the minimum salary for a bachelor's degree in one district.

There were no significant differences between superintendents and teacher leaders in this area. Sixteen superintendents and nine teachers perceived bargained pay schedules for extra-curricular duties as a factor aiding the
change potential in their district because the use of fair
standards generated positive attitudes, provided incentives

for teacher involvement, or reduced the amount of time spent on arguing about payments for extra duties. Four superintendents and three teachers felt that the extra duty pay schedules hindered the change potential by raising the level of fiscal support needed to maintain extra-curricular activities, by being so low that they discouraged teacher involvement (a teacher comment), by creating resentment among teachers involved in unpaid extra-curricular duties, by establishing inflexible standards that prevent any attempt to reward outstanding performance in this area, or by encouraging a mercenary attitude on the part of professional staff members. Two superintendents and one teacher defined extra duty pay as both an aid and a hindrance for reasons already stated.

Miller and Newbury summarize a series of studies to conclude (1) that student dropouts believe that more satisfying extra-curricular activities might have helped to keep them in school and (2) that teachers who learn more about their students as they can in extra-curricular programs have a better chance to establish positive relationships with the students. In other words extra-curricular activities are important for accomplishment of the basic functions of a school, at least until such time as a school manages to restructure its formal curricular ac-

⁷ Miller and Newbury, Teacher Negotiations, p. 98.

tivities to develop some of the positive human relationships that now seem to be best realized in extra-curricular activities.

Based on the information stated, these guidelines are stated for extra duty pay:

- 1. Since surveys indicate that extra-curricular activities can have a positive impact on pupil attitudes toward school and teachers, extra duty pay is a justifiable investment to the extent that it is needed to encourage a level of extra-curricular activities that local school authorities consider adequate.
- 2. As indicated by comments from study respondents, careful attempts to relate extra duty pay to the actual work demands of different positions help to generate positive teacher attitudes toward extra-curricular duties.
- 3. Before proceeding down the path of granting the fixed salary differentials that are so common for a large number of extra-curricular duties, a district should conduct a major study of the goals and operational alternatives of its extra-curricular programs. Such a study should be designed to generate decisions calculated to minimize some of the problems mentioned by study respondents including setting of inflexible differentials that do not recognize outstanding performance, excessive cost for extra-curricular programs, and stimulation of resentment or a mercenary attitude among teachers not paid for certain "extra" duties.

Salaries for administrators

This dissertation concentrates on the collective bargaining process as it pertains to teachers. However, since five respondents to the study elected to comment on the area of salaries for administrators, these few comments are included in deference to the perspectives presented.

One teachers' association president indicated that variation in administrative pay standards from one building

to another in his district had caused some discontent on the assistant principal and team leader levels. Since such discontent can hardly be considered a positive contribution to the climate for change, it is reasonable to suggest that the careful establishment of system-wide standards or salary ranges for administrators is just as important as the establishment of standards for teachers.

Three superintendents commented on the establishment of ratio or index schedules for their system administrators. These ratios related to the teacher salary schedules and were designed to ensure that administrative salaries would be adjusted in proportion to any teacher schedule changes. Two of the superintendents perceived this arrangement as a useful way to ensure that administrators! salaries remain commensurate with their responsibilities. The third superintendent believed that the existence of the ratio schedule for administrators affected cost-conscious school committee members to the point of their remaining resistant to requests for needed expansion of the administrative staff. It is difficult to escape the fact that a direct relationship between teacher and administrator salaries can appear to compromise administrators in the eyes of school committee members. Certainly such a relationship should be avoided for any administrator who is expected to act as the chief negotiator for the school committee. In this regard, one superintendent did express the opinion

that a two-year salary schedule for his administrators was beneficial because it was separate from the teacher negotiation process. He felt that this allowed principals and other administrators to avoid being unduly concerned with teacher negotiations and to spend more time on school operations.

Research and development funds

A review of bargained contracts in Massachusetts indicated that very few school districts have defined and implemented formal research and development programs through the process of collective bargaining. There were two or three direct exceptions such as the following policy taken from one contract.

The School Committee will cause to appear in the 1969 school budget an amount of \$25,000. Of that amount 50 percent will be allocated to the support of Research and Development.

However the picture for funding of research and development activities was not as bleak as it appeared at first glance. Respondents from 26.8 percent of the districts included in this study, ninetecn out of seventy-one districts returning questionnaires, commented on the fact that their districts financed curriculum development programs by employing teachers beyond their regular work year. Without defining research or development programs as such in contracts, most of these districts were operating such programs by defining and implementing programs of summer employment for teachers.

In the majority of summer employment programs described by respondents, teachers were paid a pro-rated amount of their annual base salary--2.5 percent of their base salary per week of summer work or 10 percent per month of summer work. One district paid teachers 11 percent of their annual base salary for five weeks of summer work, and the superintendent complained that this policy was too inflexible. In two cases, districts paid flat daily rates, \$30 per day in one instances; one of the superintendents reported that this flat rate approach discouraged interest in summer work in his district. Finally, one teacher reported a more flexible approach under which teachers engaged in curriculum development activities were granted either full daily pay or released time from their normal teaching duties.

Seven teacher leaders and ten superintendents (excluding the two who were displeased with inflexible or flat rate salaries) were unanimous in endorsing their special employment programs as a distinct aid to positive change in education. Two additional superintendents commented on their desire for implementation of such programs. The reasons given for these positive perceptions were (1) that employment of teachers beyond their normal teaching year provides the time needed for development and evaluation of programs, (2) that such employment represents a source of stimulation for new ideas, (3) that summer employment is an

incentive or reward for effective management of change, and (4) that summer curriculum workshops are an effective way of increasing communication and involvement among teachers.

In recent decades, American industry has devoted more and more of its expenditures to research. For example, in the period between 1930 and 1956, the ratio of research expenditures to the gross national product increased about thirteenfold. 8 Yet as late as 1966, Miles stated that "It is doubtful that more than a dozen school systems in America have anything that might be called a systematic research and development unit to develop new practices, test them for feasibility and efficacy, and aid in diffusing them to various parts of the system." The seriousness of this situation has been softened somewhat by the growth of Federal investments in experimentation on the local school district level. However the lack of a formal commitment to research and development is still a serious influence in many school districts. It is naive to believe that major improvements in educational processes can be systematically designed and implemented by staff members who must spend most of their time handling a full teaching load.

Sumner H. Slichter, James J. Healy, and E. Robert Livernash, The Impact of Collective Bargaining on Management (Washington, D.C.: The Brookings Institution, 1960), p. 342.

⁹Matthew B. Miles, "Some Properties of Schools as Social Systems," Change in School Systems (Washington, D.C.: National Training Laboratories of the National Education Association, 1967), p. 17.

On the basis of the described data, recommendations for research and development funds are listed as follows:

- 1. Comments from superintendents and teachers indicate that research and development activities are as valuable in education as industrial leaders have judged them to be in the private sector. Thus, school districts should appropriate funds annually to support carefully designed research and development programs with personnel, time, and materials.
- 2. When research and development projects are operated during the summer, superintendent comments indicate that a flat daily rate approach for paying teachers should be avoided because it might discourage interest from some teachers (probably those whose rate of pay would be unusually low compared to their school-year salary or to non-school employment opportunities). Two obvious alternatives are to relate summer pay to each teacher's school-year salary and, in some cases, to the quality and scope of individual research or development proposals.
- 3. The practice of giving teachers some released time from classes for approved research or development projects during the school year is worth considering. In some cases, this practice could be quite economical because paying a substitute during the year is often less costly than paying a teacher at his regular daily rate during the summer. However the use of the released time approach should be tempered by recognition of the fact that it subtracts from contact between students and professional staff members.

Program budgeting

For many years, school districts in Massachusetts have arranged line items in their budgets in a Federal accounting format published by the United States Office of Education. This format is based upon grouping like items cr services. For example, all teacher salaries and expendable teaching supplies are placed in a category labeled "instruction." All major items of equipment that are to be purchased

sets," etc. In short, budgets have been organized as lists of objects or services to be purchased. Recently some districts in Massachusetts and other states have started to implement a new budget format called a planning-programming-budgeting system (PPBS).

In its ultimate form, a program budget describes programs to be accomplished rather than just items to be purchased. For example, one section of such a budget might present the English program for a high school by (1) describing the objectives for the program in terms of desired pupil performance, (2) listing the alternative ways in which these objectives might be accomplished along with the estimated effectiveness and cost for each alternative, and (3) proposing implementation of a particular alternative along with an evaluation system and schedule for determining whether or not the program objectives are reached for individual pupils.

Three superintendents and three teacher leaders, all from different school districts, indicated in this study that their district had started to develop a system of program budgeting. In one case, this was done as a matter of management perogative without reference to collective bargaining. It is interesting to note that at this early stage all three superintendents defined program budgeting as an aid to positive change while all three teachers stated that

it was too early to determine the impact of program budgeting. The superintendents believed that program budgeting
stimulated better staff thinking, more involvement in budgeting as a planning process, and the development of a system
of accountability for the effective use of fiscal resources.

There is a paucity of research on the actual results of program budgeting in education. After all, this systems approach to budgeting is relatively new. However, Professor Harry J. Hartley has advanced the theory that the successful use of program budgeting could completely change the focus of collective bargaining in education. 10 Collective bargaining could become a process of proposing programs and program objectives with salaries as one component of any proposal rather than a process in which salaries are perceived as the first focus point for annual bargaining. In other words, collective bargaining might simply become a useful part of the program budgeting process. Either party to bargaining could propose programs with specific objectives. Basic aspirations could be defined on this level even before alternative modes of accomplishing the alternatives were analyzed and debated. Evaluation schemes could be made a part of any operational modes selected through

Harry J. Hartley, PPBS: Current Research and Programmatic Implications for Collective Negotiations, A Paper presented to the 1968 Annual Meeting of the American Educational Research Association (ERIC Document ED 018 856, February, 1968).

bargaining. The results of these evaluation schemes could set the stage for future bargaining on program changes. In effect, accountability could be introduced to the bargaining process in a way that might serve the best interests of all parties. If evaluation showed that a program proposed by teachers and accepted by a school committee had accomplished its stated objectives, that program would be more easily defended to a public demanding results in return for ever increasing tax rates.

As teacher respondents have implied, it would probably be premature to suggest that parties to the bargaining process attempt to use that process to require the design and implementation of program budgeting. On the other hand, the potential defined by Professor Hartly and superintendent respondents deserves serious exploration. It is certainly reasonable to assume that collective bargaining sessions that begin with a discussion of program objectives and alternative ways of accomplishing these objectives might support the development of a more constructive and creative relationship between bargaining parties than sessions that begin with debates on specific proposals. Even if salaries were defined as a separate program, prior discussion and agreement on the objectives of a salary program could provide a better foundation for eventual agreement on some specific proposal than immediate discussion of some specific proposals. In this regard, it is recommended that:

- 1. Every school district offer a thorough training program on planning-programming-budgeting systems to its staff members and school committee members.
- 2. Parties to the bargaining process begin their discussions with a thorough exploration of program objectives and alternative ways of meeting these objectives, giving serious consideration to using the complete format of program budgeting in bargaining—definition of objectives, analysis of alternative ways of fulfilling the objectives, and selection of an alternative and associated evaluation scheme.

General budgeting procedures

This chapter ends with some general suggestions on budgeting based upon miscellaneous comments from respondents on the questionnaire used in the study. These suggestions are:

- 1. Budgeting systems should be designed to provide all professional staff members with opportunities to participate in the process of fiscal planning. In this study, three superintendents and two teacher leaders indicated that giving teachers an opportunity to submit budget proposals through principals or department chairmen had improved communication and involvement on planning and experimentation. This topic of involvement will be explored in greater detail in Chapter V.
- Budget documents should be arranged to facilitate both 2. analysis and flexible operation. For example, one superintendent pointed out that adoption of the United States Office of Education accounting system now used by most school districts had allowed comparisons which were useful in defining priorities and justifying a significant budget increase. A second superintendent indicated that the adoption of general accounts without great detail had left his system with more flexibility to adapt to unexpected needs and opportunities. Incidentally one qualification on program budgeting might be useful here. That is that, while program budgeting is recommended, it is also recommended that each district prepare a parallel budget document arranged in the more traditional United States Office of Education accounting format; this will allow each district to compare its expenditures with those of other districts to a degree not

possible with the more individualized program budgets.

pact that the initial salary thrust of collective baragaining has had on other budget categories in each suffered because of a channeling of resources to salagaining sessions. In this study, one teacher leader bargaining had resulted in about 85 percent of his disachool committee developed more and more resistance audio-visual aids.

CHAPTER IV

TEACHING LOAD

After three years of intensive field study among American industrial organizations and unions, researchers supported by the Brookings Institution concluded that contracts developed by collective bargaining had narrowed the scope of managerial discretion in three ways:

1. By requiring that management follow rules for layoffs, transfers, promotions, retirements, assigning overtime, setting production standards and rates.

2. By requiring that management be "reasonable" or "fair" or that management act only with just cause, or after consultation with the union, or with the consent of the union.

3. By prohibiting certain types of conduct such as excessive overtime. 1

Certainly a parallel development has occurred in education with the growth of collective bargaining in that area. The term "teaching load" replaces a term such as "production standards." However the general direction of limiting unilateral actions by management is the same. In this regard, the following components of teaching load are reviewed in this chapter: class size, number of teaching periods, planning periods, use of aides, and other load factors.

¹Slichter, Healy, and Livernash, <u>The Impact of Collective Bargaining on Management</u>, pp. 947-948.

Class size

A National Education Association analysis of 129

Massachusetts contracts filed with the Association for 196869 indicated that 43.4 percent of these contracts contained provisions governing pupil-teacher ratio and class size.

An actual review of contract statements by this author revealed a wide spectrum of approaches to class size. Here is a fairly specific statement:

Whenever possible, the maximum teaching load shall be twenty-five students per class.

This type of statement creates a strong opportunity for a successful grievance since there are relatively few situations in which it would not be "possible" to reduce class size through the use of mobile classrooms or other means. Here is a statement that tends to maintain the status quo:

If a substantial change is contemplated, it shall be subject to negotiation between the parties.

Next is a statement found after a series of desired maximums for various grade levels and subjects:

The foregoing standards are subject to modification for educational purposes such as the avoidance of split grade classes, team teaching, special instruction (e.g., music, driving, typing), and/or experimental programs.

Qualifications designed to introduce this measure of flexibility were quite common. Some statements were designed primarily to discourage inequalities:

^{2&}quot;What Are Teachers Negotiating?" p. 20.

In addition, the Committee agrees to make every effort to insure that undue inequalities in class size do not exist from classroom to classroom.

A few statements were basically philosophical, often leaving all authority in the hands of the school committee:

The School Committee and the Association recognize that class size is an important factor in good education and will whenever possible, subject to space availability and all other educational considerations, insure that class size is of the most effective nature for both teacher and pupil. However, the final decision as to class size will be made by the School Committee in the best interest of all.

Finally, at one end of the spectrum, there was the act of not commenting on class size or other measures of teaching load in a contract statement.

tained from the respondents to this study. Careful analysis of the comments shows that, for the most part, the teacher leaders favored class size policies as a means of ensuring that an adequate number of teachers are hired. Even the teachers whose comments were listed under the term "hindered" in this chart were in reality speaking in favor of class size policies that did not exist in their districts. On the other hand, comments from superintendents were evenly divided as they expressed concern about the possible impact of class size policies on three major areas—(1) obstruction of the use of new teaching patterns that involve departures from traditional class size standards, (2) increased expenditures necessary for classroom space and teacher salaries

when class sizes are lowered, and (3) creation of grounds for tension-producing grievances whenever scheduling problems lead principals to exceed class size maximums by even one student.

TABLE 6.--Comments from Superintendents and Teacher Leaders on Impact of Class Size Policies on Change in Education

Aided

8 comments, nearly half of the eighteen comments offered by separate superintendents, indicated that policies on class size aided change by (a) making it possible to give more individual attention to students, (b) establishing reasonable standards, (c) establishing flexibility for different learning groups, or (d) increasing accountability for student groups of reasonable size.

9 comments of the thirteen comments offered by separate teacher leaders indicated that policies on class size aided change by (a) establishing reasonable standards or (b) requiring that an adequate number of teachers be hired.

Hindered

8 comments, again nearly half of the superintendents' comments, indicated that class size policies hindered change by (a) reducing flexibility needed for development of team teaching and other classroom innovations, (b) requiring increased expenditures for salaries, (c) causing a shortage of classroom space, or (d) setting the stage for numerous grievances that hurt human relations.

3 teacher comments indicated that a class size policy hindered change because it was too vague to be useful or, in two cases, non-existent (an indirect way of saying that a good class size policy would have aided change).

Both

2 superintendents and 1 teacher indicated that class size policies both aided and hindered change for reasons given above.

In summarizing research studies on the measurable effects of class size, Goodlad points out that there is no research basis for decisions on class size as it relates to student achievement, attention, attitude, or work habits. Class size is simply one of many factors affecting the productivity of a single calssroom, and another factor such as the method of teaching can outweigh the effects of class size. The assumption that reductions in class size will result in changed teaching methods that in turn will improve student achievement is not supported by research measurements available at this time.

The absence of a proven relationship between class size and pupil achievement does not eliminate class size as a valid topic for collective bargaining. Depending upon district homework policies, teachers with larger classes in some subjects might very well be required to do more work than teachers with smaller classes; in other words, class size might be legitimately defined as a significant condition of work in some cases. Finally, and very important in the context of this study, there is research evidence from LaPlante that indicates that the rate of diffusion of innovations in a school district varies inversely with the size of teacher load when the load is measured by average daily

John I. Goodlad, "Classroom Organization," Encyclopedia of Educational Research, 3rd ed., p. 224.

membership of pupils per teacher. 4 The average number of pupils per teacher is not identical to class size because there can be inequality in the distribution of pupils to individual teachers; however, there is an obvious and direct relationship between the two factors. A higher average number of pupils per teacher must result in a higher average class size when other factors such as the number of teaching periods per day are held constant.

The evidence from LaPlante's study of certain kindergarten through grade twelve school districts in Wisconsin is not surprising. It seems logical that heavier teaching loads would leave teachers with less time for the study and planning necessary for innovation. LaPlante's work is important however because it is a matter of documented measurement and not just conjecture.

On the basis of observations of current practice, superintendent and teacher leader comments, and studies reported in authoritative literature, these guidelines are presented on class size:

1. Past studies indicate that class size alone can not be identified as a significant factor in pupil performance. This combined with the superintendents' observation of potential for obstruction of team teaching or other innovative grouping arrangements makes it seem desirable to avoid contract provisions that set very specific

James Clayton LaPlante, School District Innovativeness and Expectations for The School Board Role, Report to the American Educational Research Association (ERIC Document ED 013 499, February, 1967), p. 6.

standards for class size.

- 2. The emphasis that superintendents and teacher leaders place upon reasonable standards in their comments indicates that staff morale will be aided by considering class size one of several teaching load variables that should be measured and monitored with individual teachers to avoid unreasonable inequalities and pressures in a particular district.
- 3. Even though specific class size standards are not set, a district should strive to maintain a relatively high ratio of teachers to its student membership because of LaPlante's evidence that the rate of diffusion of innovations in a school district varies inversely with the average daily membership of pupils per teacher. Hiring an adequate number of teachers apparently leaves teachers with the time and energy needed to work on improving educational programs. (Refer to later recommendation on pupil-teacher ratio.)

Number of teaching periods

Policies governing the number of teaching periods for secondary school teachers were as common as class size policies in the contracts reviewed for this study. Here is a typical example of such a policy:

In keeping with present general practice under the seven (7) period day for students, the normal teaching load of a classroom Teacher will be twenty-five (25) periods per week, with one preparation period and one period of other assigned duty per day. In those cases where the program dictates, Teachers may be called upon to teach up to twenty-eight (28) periods with the understanding that appropriate compensating adjustments will be made in the assignment of other duties.

In most cases, the statement or number of teaching periods was related to such other factors as the number of preparation periods and/or non-teaching duties. However, for purposes of analysis, each of these factors is considered

separately before related conclusions are offered.

Table 7 presents comments on policies governing the number of teaching periods for secondary school teachers. This table highlights three basic points. First, as with class size, policies governing the number of teaching periods assigned to secondary teachers were endorsed by most teacher leaders as a way of ensuring reasonable work conditions while the majority of superintendents viewed such policies as a hindrance to scheduling flexibility. Second, flexibility is a relative term -- one that must be judged in relation to the details of a policy and not just its title. Thus, contrary to the opinions of a majority of superintendents, one superintendent perceived the teaching period policy in his district as an aid to flexibility because it allowed deviations from bargained standards whenever such a deviation was willingly accepted by the concerned teacher and his building principal. Finally, as with any other factor influencing teaching load, a policy on the number of teaching periods that can be assigned to a teacher can have serious cost implications. Reducing the number of contact hours between current members of a teaching staff and pupils will usually result in a need for more staff members and more working space for the expanded staff. Increasing the utlization of current staff members will result in an opposite effect -- a reduction in salary and space needs -- unless the increased staff utilization is expended on changes in the instructional program. Evaluation of such cost implications is an important part of the task of analyzing the potential impact of proposed policies.

TABLE 7.--Comments from Superintendents and Teacher Leaders on Impact of Policies Governing The Number of Teaching Periods on Change in Education

Aided

4 comments, just over one-quarter of the fifteen comments recorded by separate superintendents, indicated that policies governing the number of teaching periods assigned to secondary teachers aided change by (a) providing adequate time for planning by teachers or (b) increasing system flexibility.

5 comments from six statements made by separate teachers indicated that teaching period policies aided change by establishing reasonable work standards.

Hindered

10 comments, two-thirds of the statements from superintendents, indicated that teaching period policies hindered change by (a) decreasing system flexibility, especially scheduling flexibility or (b) consuming fiscal resources by necessitating the hiring of additional teachers.

No teacher comments viewed teaching period policies strictly as a hindrance to change.

Both

1 superintendent and 1 teacher indicated that teaching period policies both aided and hindered change. The superintendent perceived his district's policy as helping to provide adequate planning time for teachers but creating space problems by leading to the hiring of more teachers than a building was designed to accomodate. The teacher perceived a policy on modular scheduling periods (ten to twenty minute time blocks that can be combined to form periods of different length for different subjects) as one that aided flexibility but encouraged great inequalities in teacher load.

There are no research studies documenting a clear relationship between pupil achievement and the number of teaching periods assigned to secondary school teachers. Lambert and Iwamoto do report that "Various surveys indicate that during the past quarter-century the average teaching load in the high school, measured in terms of sections taught, has diminished from approximately six to approximately five daily."5 They compare this figure for the United States with an average of four sections handled on a daily basis by secondary teachers in England, France, and Germany. Both figures are simply standards of practice subject to many variations and the influence of such other factors as period length; for example, in a day filled with many short periods it is natural for a teacher to be assigned more teaching periods than he might be assigned in a day constituted of a few long periods.

Teachers who are assigned more than five teaching periods per day in a seven-period schedule will have less time to plan effective instructional programs than is common unless other factors in their teaching load are reduced. This could also become a morale factor. Thus the guidelines offered here for the number of teaching periods assigned to secondary teachers are:

⁵Sam M. Lambert and David Iwamoto, "Teaching Load," Encyclopedia of Educational Research, 3rd ed., p. 1498.

- 1. Comments from superintendents indicate that contract provisions on the number of teaching periods for secondary teachers often decrease system scheduling flexibility while teacher comments indicate that such provisions help ensure that unreasonable work demands are not placed on any one teacher. One way to reconcile both perspectives, a way commonly practiced, is again to shun very specific standards and to recognize that the number of teaching periods is one of several teaching load variables that should be measured and monitored with individual teachers to avoid unreasonable inequalities and pressures in a particular district.
- 2. In attempting to ensure comparisons that support good staff morale and allow teachers an amount of planning time competitive with the standard of practice in public education, at least three factors should be considered in evaluating the workload created by a certain number of teaching periods. These factors are (a) the common average of five class periods per seven-period day, adjusted upward or downward in the case of schedules having more or fewer periods or modules per day; (b) the number of planning or preparation periods allowed; and (c) the extent of non-teaching duties assigned. (Refer to later recommendation on teaching load formulas.)

Planning periods

In the 1968-69 Massachusetts agreements filed with the National Education Association, 42.6% contained provisions on planning periods for secondary teachers, and 22.5% contained provisions on planning periods for elementary teachers. A typical approach for the secondary level was:

To the extent practical, secondary teacher load will be planned to allow five (5) unassigned periods per calendar week for each such teacher.

On the elementary level a typical provision read as follows:

^{6&}quot;What Are Teachers Negotiating?" p. 21.

Elementary school teachers will be released from duty when specialists in Art, Music and Physical Education (exclusive of swimming classes) are instructing their classes after the first and second classes in each subject of each school year. When Physical Education classes are being held outdoors or in another part of the building, the teachers are responsible for delivering the class to the designated area and shall be responsible for bringing the pupils back to the classroom. The above does not apply to teachers during their first year in . . .

The exception of teachers in their first year in the system in the latter example is a way of ensuring that these teachers become familiar with programs taught by specialists.

Thirteen superintendents commented on their policies on planning periods in the questionnaires used with this study. Eight of the comments defined these policies as an aid to change in providing teachers with adequate time to plan or to study possible improvements. Seven comments indicated such policies hindered change by reducing flexibility in scheduling, by allowing some elementary teachers who could profit from observing good teaching by specialists to avoid such observation, by allowing pupil behavior to deteriorate when regular elementary teachers were absent from their classrooms, or by preventing use of preparation periods for important staff meetings. The last point is worthy of elaboration.

Unless a policy on planning periods is carefully worded, it can become a serious source of grievances in a school district. For example, can a principal direct a teacher to meet with him during the teacher's planning

period or period of "unassigned duty"? Can a principal direct that a teacher observe a program in some classroom during the teacher's planning period? Is a teacher free to use his planning period as he wishes to use it regardless of the wishes of his principal or department chairman? If grievances are to be avoided, any planning period policy must be written to provide a clear answer to such questions.

Thirteen teacher leaders also commented on planning period policies. Their response was overwhelmingly in favor of such policies as a way of ensuring that teachers have adequate planning time. Two of their fifteen comments did define problems. In one case, a teacher stated that elementary teachers were simply not given enough planning time. In the other case, a one-period-per-day policy on the secondary level was perceived as causing dissension with elementary teachers who were not granted similar planning time. This last point is a major one. Secondary teachers are commonly granted at least one preparation period per day, and elementary teachers are commonly expected to remain with their classes except when special subject teachers happen to be available -- usually much less frequently than once per day. There might be some justification for this difference in view of the potentially more complex subject matter or extra duties and the greater number of students seen per teacher per day on the secondary level. On the other hand such justification is at least partially offset by the greater number of subject matter areas handled by most elementary teachers.

Since there is no specific research available on the effects of planning periods, guidelines for such are based on respondent comments and the realities of current standards of practice. The guidelines are:

- 1. Again attempting to reconcile opposing comments between teachers and some superintendents and to relate to recommendations presented earlier in this chapter, it seems prudent to consider the number of planning periods allocated to teachers as one of several teaching load variables that should be measured and monitored with individual teachers to avoid unreasonable inequalities in a particular district. This more comprehensive approach will allow more of the scheduling flexibility mentioned by superintendents than a separate and unqualified rule on planning periods would provide.
- 2. Because both teachers and a majority of superintendent respondents agree that planning periods do help to provide time needed for designing adequate programs, the common practice of providing an average of one planning period per seven-period or eight-period day is a minimum that should be implemented whenever possible. Special attention should be given to the fact that such implementaion is often more difficult on the elementary school level. The options of a shorter school day for elementary pupils and granting released time to elementary classroom teachers during presentations by special subject teachers are two ways to gain planning time on the elementary level. When using the latter option, superintendents' comments indicate that care must be taken to ensure that a classroom teacher is released only if he is already thoroughly familiar with the ways in which he should follow specialists' presentations and if there are no classroom problems that would be best handled by the regular teacher remaining in the classroom.
- 3. To avoid two problems identified by superintendents, provisions on planning periods should be kept flexible in two ways. First, the provisions should be worded

carefully to ensure that there will be no restrictions that would prevent administrators or other supervisors from directing that oplanning periods be used from time to time for conferences, observations, or other intermittent activities designed to improve school operations. Second, the provisions should leave individual teachers and the school committee or its administrative representatives free to agree to more unstructured planning time arrangements for any staffing and scheduling programs not anticipated in current contract provisions.

Use of aides

The National Education Association's analysis of 129 Massachusetts contracts for 1968-69 showed that 32 of these contracts contained policies governing the use of teacher aides for extraneous (non-teaching) duties; another 8 contained provisions on the use of aides in instructional programs. 7 Analysis of both contracts and questionnaires from respondents to this study showed that aides were often being used even in the absence of contract provisions calling directly for their use. For example, note the following sample provision from one district:

In addition, no secondary teacher, grades 7-12, shall be assigned to cafeteria, study hall, or bus duty, except in an emergency.

While such a provision does not directly specify the hiring of aides, such hiring would be a natural result of the provision. A more direct approach is illustrated by the next sample:

^{7&}quot;What Are Teachers Negotiating?" p. 20.

The Committee agrees that it will use its best efforts to establish and maintain a ratio of 125 professional personnel for each 2,000 students together with paraprofessional support of 10,000 hours. Such paraprofessional support shall include teacher aides, guidance aides, library aides and instructional aides. Office staffing and clerical aides shall not be deemed to be such support.

Two variations of the direct approach were noted: first, hiring aides as a supplement to the regular professional staff; second, hiring fewer classroom teachers than might normally be hired and using aides as instructional assistants to certified teachers (one form of differentiated staffing). Some districts utilized both the supplemental and the differentiated staffing variations.

Twenty superintendents and fifteen teacher leaders from thirty-one separate districts of the seventy districts included in this study commented on use of teacher aides. The large majority of both superintendents and teachers felt that policies encouraging or requiring the use of aides were beneficial to change or the potential for change.

Only one superintendent defined a problem—the fact that cost of hiring teacher aides was being strongly resisted by his school committee in a difficult economic climate.

Also only one teacher defined a problem—the fact that some aides assigned to study halls in his district were unable to control student behavior adequately and had to be transferred to other kinds of duties. Despite the problems, these two respondents joined all others in favoring the use of aides.

Teacher leaders stated that policies on using aides (1) helped to provide teachers with adequate time to plan and to construct instructional materials, (2) helped to create an adequate pool of human resources, (3) allowed desirable differentiation of roles, or (4) made it possible in one case to implement a more individualized elementary reading program. Superintendents pointed out the same perceptions and also mentioned that such policies had a positive impact on teacher morale and helped in the recruiting and retention of good teachers. One superintendent commented on the special help that aides had provided as instructional assistants in open-space classrooms, giving teachers on their teams much more time for planning and developing new instructional systems.

From 1951 until 1956, a large-scale experiment with teacher aides was undertaken in Bay City, Michigan, to help solve the problem of a shortage of qualified teachers. In reporting on this study, Miller and Newbury state that "A time study of teacher activities found that many functions, most of which did not require professional training, absorbed 21 per cent to 69 per cent of the classroom teachers' day." Most classroom teachers in traditional staffing situations can testify to an amount of time spent on taking attendance, maintaining records, ordering supplies, cleaning blackboards, duplicating materials, correcting objective tests, super-

⁸ Miller and Newbury, Teacher Negotiations, p. 159.

vising non-academic activities, and many other tasks that do not require a college education. Time spent on such activities obviously subtracts from time available for teaching—for diagnosing pupil needs and presenting the environment that can fulfill these needs. It also represents a possible misuse of human resources.

The following recommendations are presented for considering contract provisions on the use of aides:

- 1. The well documented study complete in Bay City, Michigan, showed that many teachers spent a significant portion of the school day performing tasks that did not require professional training. Therefore, in any district considering the use of teacher aides, it would be logical to develop job descriptions for potential aides by establishing one or more study committees (existing departments might be appropriate in some cases) to identify the exact nature and extent of necessary tasks that do not require professional training.
- 2. Considering the economic reality identified by one superintendent and familiar to most educators as fiscal pressures increase in the wake of strong collective bargaining, the reality of school committee resistance to new costs, proposals for using aides should be based upon careful work measurement studies that project appropriate combinations of professional staff members and aides. In some cases, it will not be realistic to request a simple addition of aides to the existing professional staff, especially when it is planned to have aides perform many tasks previously performed by classroom teachers; the hiring of aides might justify some reduction in the number of professional staff members in a district.
- 3. Taking a cue from the teacher leader who pointed out the fact that aides are not always able to handle all non-teaching tasks (in this case, adequate control of student behavior in study halls), contract provisions that supply teachers with aides should not relieve teachers from the responsibility for all phases of school operation from classrooms to lunchrooms to study halls. Aides should be used to release certified teachers from selected duties but not from responsibility

for the total quality of a student's day in school. In this regard, aides should be assigned only to those professional staff members or teams who desire such assistance and who have a specific plan for training, utilizing, and supervising the aides.

Other load factors

This chapter closes with some miscellaneous statements on teacher load, statements derived from comments of
respondents to the study and from a comprehensive look at
conclusions stated earlier in the chapter. The suggestions
are:

- 1. Use of specialists.—Superintendents and teacher leaders agreed that the hiring of specialists can be very useful for improving operation of schools. Subject matter specialists (art, music, and physical education in particular) were perceived as especially useful for elementary schools, giving classroom teachers more planning time and giving them help with subjects which they might not be able to handle adequately. Guidance, curriculum coordination, and media or library specialists were also mentioned as important resources to be sought in any district not having adequate services in these areas. One superintendent offered the caution that some teachers' bargaining teams are dominated by the direct interests of classroom teachers and might not properly perceive the needs for specialists.
- Non-teaching duties. -- The majority of superintendents and teachers also agreed that policies governing the utilization of teachers for non-teaching duties (collecting money for student pictures or insurance, acting as advisors for clubs, etc.) could be useful, not necessarily to prohibit teacher involvement, but to regulate the quantity of such duties and to encourage equal distribution of non-teaching tasks.
- Release of pubils for curriculum work.—Two superintendents and four teacher leaders endorsed policies that called for the half-day release of pupils to provide elementary teachers with more time for curriculum planning. Plans in operation varied from releasing elementary pupils on one or two afternoons of every week to releasing them on the afternoons of five to eleven

"curriculum days" scattered throughout the annual calendar. Within the limits of state laws, this is one way of ensuring that all teachers are available at the same time for workshops and curriculum development projects. There are disadvantages -- inconvenience to working parents and a relatively high transportation cost for bus students in relation to the time they actually spend in school on shortened days. Thus, if it is used at all, the released time system is most often used to give elementary teachers an amount of planning time somewhat equivalent to that ordinarily designed into the daily schedules of secondary teachers. In judging the need for such equalization, a district should compare the length of the students' day in its elementary and secondary schools to determine the extent to which elementary planning time already exists because of a shorter student day. At least two other factors should also be analyzed -- planning time provided by the use of specialists and planning time provided by having a school calendar with more teacher days than student days. The latter factor is discussed in Chapter VII.

Duty-free lunch periods .-- Of the 129 contracts filed in 1968-69 with the National Education Association, sixty contained a provision on lunch periods for elementary teachers, and sixty-four contained a similar provision for secondary teachers. As a matter of teacher morale and physical well-being, policies granting teachers a duty-free lunch period should be encouraged. However this does not have to be done by forcing the separation of all teachers and all pupils during a period when meaningful social learning can take place under informal conditions. As stated earlier, aides should be assistants to teachers and not replacements with sole responsibility for any phase of school operation. Flexible staffing, flexible scheduling, teamwork in classroom instruction, and equitable sharing of nonteaching tasks by teachers can be used to ensure that one or more teachers work with one or more aides during a lunch period; the same teachers can have their own duty-free period before or after their period of lunch duty. As one superintendent described it, that approach would give a district a greater chance to change and improve its student lunch program -- a chance based on professional staff involvement. Bargaining team members who accept this point of view should plan their proposals accordingly.

^{9&}quot;What Are Teachers Negotiating?" pp. 21-22.

- Pupil-teacher ratio .-- Comments from four of the seventy districts in this study indicated the use of a pupilteacher ratio as a staffing guideline. For example, one district established maximum ratios of forty classroom teachers per 1,000 students for elementary school, fifty classroom teachers per 1,000 students for junior high school, sixty classroom teachers per 1,000 students for senior high school, and lesser ratios for its classes for handicapped children. Such an approach tends to guarantee a pre-judged level of professional staffing, ostensibly whatever level the local school committee believes to be adequate and/or affordable. Since it still leaves the district with considerable flexibility on such items as class size and assignment of teaching or planning periods, this approach might be an acceptable policy format for districts seeking a simple but relatively flexible agreement related to teaching load, especially if it is coupled with policies encouraging the equal distribution of work among available staff members. Here is one caution however. The word "teacher" should be qualified to read "teacher or teacher-equivalent" with the understanding that in any approved differentiated staffing project one or more aides may replace a teacher in determining whether or not the ratio is being satisfied; otherwise the ratio approach can be a direct obstruction to one form of differentiated staffing.
- 6. A formula for teaching load variables .-- Earlier in this chapter, the point was developed that most of the factors involved in teaching load must be considered in relation to each other to obtain a realistic picture of comparative loads among teachers. A teacher handling the smallest classes in a high school might not really have a comparatively light teaching load if he happened to have more classes than anyone else on the staff. -A district involved in attempting to ensure the equitable distribution of teaching load among staff members should construct a chart or formula to relate load factors in some way that makes comparisons possi-Ideas for such an approach can be gained from reviewing the teaching load formula developed by Harl R. Douglass for secondary schools. The Douglass formula is more complicated than any system that would be needed in most elementary schools. It includes evaluation of the number of class periods or sections

¹⁰ Edward W. Smith, Stanley W. Krouse, Jr., and Mark M. Atkinson, The Educator's Encyclopedia (Englewood Cliffs, N.J.: Prentice-Hall, Inc., 1961), pp. 217-219.

taught per week, the number of pupils in these sections, the number of different preparations required (different subjects, not different achievement levels which will exist whether or not a grouping program is utilized), the nature of the subjects taught in relation to preparation time and correction of papers, the number of periods spent on assigned duties other than formal classes, and the length of periods. In any event, such formulas are best used as very general evaluation devices and not as hard and fast rules that eliminate desirable scheduling flexibility. A formula can help an administrator or teacher organization to discover unintended and undesirable inequalities in load distribution; or, in other cases, it might simply confirm load inequalities that are quite acceptable to everyone concerned. After all, variations among teachers are as real as variations among students.

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CHAPTER V

STRUCTURE FOR DECISION MAKING

Collective bargaining is a problem-solving process. However, since all problems can not be solved quickly or even anticipated, collective bargaining is often utilized to define decision-making processes rather than to arrive at final decisions. For example, collective bargaining is rarely used to define curriculum content, but it is commonly used to specify processes for making decisions on curriculum. Approximately 46 percent of the 1968-69 negotiation agreements filed with the National Education Association from school systems with 1,000 or more pupils contained provisions that directly or indirectly affected the curriculum decision-making process. 1

Research on the management of innovation or change provides a clear message to those involved in defining decision-making processes. It is " . . . that people will more readily accept innovations that they can understand and perceive as relevant, and secondly, that they have had a hand in planning." This message can be related to comments

^{1&}quot;Curriculum Review in Negotiation Agreements," NEA Research Bulletin, Vol. 48, No. 4 (1970), p. 106.

Art Gallaher, Jr., "Directed Change in Formal Organizations: The School System," Change Processes in the Public Schools (Eugene, Oregon: The Center for the Advanced Study of Educational Administration, 1965), pp. 41-42.

from superintendents and teacher leaders on recruitment; evaluation and accountability; staff promotions and transfers; consultants, workshops, and visitations; and joint councils.

Recruitment

None of the contracts reviewed in this study gave teachers an authoritative role in recruiting or hiring of new teachers. In one instance, a very definite advisory role was stipulated by a contract provision that required that the superintendent appoint one classroom teacher on a teacher selection committee having a total of four members, all members being appointed by the superintendent; the school committee was then required to select new teachers only from those applicants who had been rated by the teacher selection committee although the ratings of the selection committee were not binding on the school committee.

Four superintendents and one teacher leader commented on the positive effects of involving staff members other than just the superintendent in selection of new teachers. The districts implementing such involvement were doing so in the absence of contractual requirements but with the observation that the practice had a positive impact on staff morale. One of the superintendents mentioned the special need to allow teachers involved in innovative team projects to take part in interviewing and recommending applicants for vacancies

in their teams; he stated that this helps to ensure the degree of compatibility necessary for effective teaching.

Research does provide a set of generalizations on innovators. They tend to be young, to have relatively high socio-economic status, to value sources of information outside their immediate environment, and to be viewed as deviants by both their peers and by themselves. While these characteristics are generalizations subject to many exceptions, they can serve as guidelines for a recruiting program designed to seek employees who will support and contribute to a creative process of decision-making.

Analysis of the three basic data sources; current practices, teacher and superintendent questionnaires, and published research; leads to the following recommendations on teacher recruiting:

- 1. It is desirable to establish administrative procedures that encourage participation of many different staff members in recruiting, interviewing, and recommending teacher applicants. In addition to improving staff morale as mentioned by several respondents to this study, one superintendent mentioned that this participation can help to provide teachers involved in new teaming practices with the opportunity to identify potential staff members who are apt to have the degree of compatibility necessary for effective teaming.
- 2. Research published to this date indicates that educational innovators tend to exhibit certain characteristics. To support staff creativity, district recruiters should become familiar with this research and should utilize the described characteristics as general guidelines in judging the suitability of applicants for district vacancies. No contract provision that restricts

³Everett M. Rogers, "What Are Innovators Like?" ibid, pp. 58-59.

the exercise of such judgment should be negotiated.

On the converse side of the first recommendation, it is the author's opinion that negotiated contracts should not contain provisions giving the formal teacher organization actual authority or control over any part of the recruiting process. There is no way to guarantee that a teacher organization will be controlled by innovative teachers; in the absence of such teachers, an organization might naturally tend to select new staff members who are compatible with a lack of innovation. This potential is a good reason for school committees continuing the current practice of using teachers only in an advisory capacity in recruiting programs. Obviously an addiction to the status quo can occur on the management level also; but if it does occur over a significant period of time, it will be because the community that owns the schools has elected that type of school committee and is getting what it wants.

Evaluation and accountability

The contract statements concerned with teacher evaluation in the districts involved in this study were quite simple. Common provisions were that (1) monitoring of work performance of teachers would be conducted openly with full knowledge of the teachers, (2) teachers would be given copies of written evaluations of their performance and/or access to evaluation reports filed in their personnel

folders, and (4) standards for the evaluation of teachers would be published, often on the basis of deliberations of a joint advisory committee of teachers and administrators.

Eighteen superintendents recorded comments on their teacher evaluation policies. All of the superintendents perceived such policies as an aid to change, usually because the policies established evaluation standards and/or gave teachers an opportunity to be involved in setting these standards—both factors seeming to make a positive contribution to staff morale. Two superintendents in the same group did comment on problems. In one case, the superintendent mentioned that a negotiated evaluation schedule sometimes forced personnel decisions too early in the school year. In the other case, the superintendent reported that some teachers felt threatened by a strong evaluation policy.

Eight of the eleven teacher leaders who commented on their district evaluation policies viewed the policies as an aid to change for reasons similar to those stated by superintendents. The three teachers who reported problems were also supporting strong evaluation policies since one decried a relative lack of teacher evaluation in his district, one complained about a complete lack of teacher involvement in the evaluation process, and one stated his opinion that the lack of clearly stated evaluation standards made teachers fearful of educational innovation. This lat-

ter point deserves elaboration.

Innovation involves the risk of "failure"——the chance that a new instructional approach will not work as well as a more traditional approach. If evaluation standards are nebulous or non-existent, a teacher might feel that he has little or no protection against a negative evaluation that could result from observation of his attempt at innovation. He could need specific reassurance that attempts at improving instructional programs will be welcomed as long as they are accompanied by appropriate evaluation techniques and a willingness to perceive and act on the fact that change does not always result in improvement.

Research on the effectiveness of teacher evaluation procedures defines another problem clearly. After a survey of selected studies, Zax concluded that "It is likely that students and administrators will select different teachers as being outstanding." This reality can lead to serious conflict between school officials and parents who view teachers primarily through the eyes of students. An administrative recommendation for the dismissal of a teacher is often met with a veritable barrage of parent protest. As long as teacher evaluation concentrates on teacher behavior or relatively superficial reactions of students, this problem will probably continue. However another approach seems

⁴ Manual Zax, "Outstanding Teachers: Who Are They?" The Clearing House, Vol. 45, No. 5 (1971), p. 287.

to be developing in school systems across the nation--educational accountability.

The accountability approach emphasizes student accomplishment, not teaching procedure. It assumes that many of the purposes of schools can be expressed in terms of specific performance objectives for students and that accomplishment of these objectives by individual students can be tested or observed. For example, the ability to solve a quadratic equation can certainly be tested. The characteristic of exhibiting open-mindedness (by listening to and being influenced by others, by seeking opinions and evidence on problems from several sources, etc.) can be observed. It is possible to decide whether or not a student has accomplished such objectives as they are defined for a school program.

It is conceivable that direct evaluation of this type can help to minimize differences in perspective among administrators, students, parents and teachers. In commenting on a new accountability provision in the New York City teachers' contract, Albert Shanker, president of Local 2 of the United Federation of Teachers, stated that the accountability program "will provide the greatest protection teachers have ever known. It will protect effective teachers against unfair accusations by providing proof of their effectiveness." 5

^{5&}quot;Toward Total Accountability," American Teacher, March, 1971, p. 12.

The accountability format offers a unique tool to educators who are interested in exploring instructional alternatives. Once specific objectives have been defined for groups of students or for individual students (and certainly the students themselves and their parents can participate in the defining process), needs of individual students can be diagnosed with pre-tests or observation checklists. Information can also be recorded on out-ofschool influences. Finally the results of instructional alternatives can be measured in terms of initially defined student performance objectives. The entire process can provide evidence to support the implementation or discontinuance of innovations, thus creating a framework of objectivity which should lessen the threatening ambiguity that can otherwise be associated with evaluation of a teacher's efforts to improve school programs.

After considering the data now available, the following guidelines are presented on evaluation and accountability:

- 1. Questionnaire comments show that staff morale is aided if teacher evaluation programs are based on published standards and procedures, preferably standards and procedures that have been defined in consultation with teachers.
- 2. Because some teachers fear that participation in experimental or new programs might adversely affect evaluations of their performance, particularly if evaluation standards are not clear on this point, published evaluation standards should include items that encourage participation in the design, implementation, and evaluation of experimental or innovative instructional programs.

- Since research shows that students and administrators 3. have tended to reach different conclusions about the effectiveness of individual teachers, evaluation standards should emphasize teacher use of specific objectives for student performance or behavior. Such use of student performance objectives or goals can, in the words of one teacher leader, help teachers to offer "proof of their effectiveness" in influencing progress of individual students. Measurement of or "accountability" for student progress toward defined objectives might lessen one possible source of controversy on teacher evaluation -- use of different "yardsticks" by administrators and students. By encouraging use of student performance objectives, an evaluation program will be relating to criteria readily visible to both administrators and students -- a common "yardstick."
- 4. Teachers should be given exact copies of any evaluation reports placed in their personnel files and should be given the privilege of filing written statements in reply to such evaluation reports. Teacher comments make it plain that this involvement in the process aids their morale. Also it is an obvious way to establish dialogue between administrators and teachers on the topic of improved classroom procedures.
- 5. Finally, evaluation standards and procedures should extend to all teachers whether or not they are in tenured status. The previous recommendations support actions important for the benefit of all classrooms in a district, not just for those classrooms in which the teacher does not happen to be on tenure.

Staff promotions and transfers

The majority of the contracts surveyed contained provisions on staff promotions and transfers. The most common approach to promotions and professional staff vacancies was a requirement that a description of available vacancies be posted in each school for some time in advance of an announced closing date for applications. The specified time varied from a requirement that the posting be done "as far in advance of the appointment as possible" to a designated number of days such as seven days or even thirty days before the closing date for filing applications for the described vacancy. Many contracts did not clarify whether the posting requirement covered all professional staff vacancies that might occur in a district or only those staff positions covered by the negotiated agreement. A few contracts contained the provision that preference would be given to current employees whenever their qualifications were substantially equal to those of applicants from outside the school district.

The most common approach to voluntary transfers was the setting of a final date for requesting such for a subsequent school year. In several cases, teachers were required to state their reasons in writing for requesting a transfer. The right of the school committee to make final decisions on transfer requests was relatively unqualified in most cases; however some contracts specified that preference be given to employees with the most seniority if all other qualifications were equal.

In the case of involuntary transfers, many contracts provided for a meeting between the superintendent of schools and the teacher to be transferred, at which time the reason

for the transfer was to be stated. Again, while the final authority of the school committee was specified in most cases, there were qualifications in some contracts. One contract required that teachers be transferred to "comparable" positions unless the best interests of the school system required otherwise. Another allowed a teacher to file a formal grievance if he did not agree with the reason for involuntary transfer stated by the superintendent.

Finally, it can be noted that some school committees guarded what they perceived as management rights very carefully in the areas of promotions and transfers. For example, one contract specified very clearly that school committee decisions on filling staff vacancies and on transfers would not be subject to the negotiated grievance procedure.

Eleven of sixteen superintendents who commented on promotion policies in this study felt that such policies aided change potential by building positive staff attitudes toward system personnel and communication procedures. The implication is the same here as elsewhere in this study—that worthwhile change or innovation will occur and be supported to a greater degree in a climate of positive staff morale than in a climate of staff resentment and/or indifference. One of the eleven superintendents who expressed a positive perception on posting promotion opportunities did admit that the process sometimes slowed action on vacancies to an undesirable degree.

Six superintendents who expressed negative perceptions on posting promotion opportunities offered two reasons for their opinions. Four were concerned with the amount of time consumed by the posting process, time that apparently left some positions vacant too long or led to the loss of some worthy applicants. Two mentioned that seniority qualifications tended to discourage the importation of needed "new blood" into their districts.

All eight teacher leaders who commented on their policies for posting promotion opportunities felt that these policies encouraged involvement and positive attitudes among teachers interested in professional advancement. One of the teachers mentioned his belief that systematized promotion procedures helped to eliminate political patronage in the filling of district vacancies.

Only four of the eleven superintendents who commented on transfer policies felt that these policies helped to promote positive change in their districts, primarily through a contribution to staff morale. The other seven superintendents expressed strong negative perceptions about the impact of such policies for one or both of the following reasons:

(1) a decrease in system flexibility brought about by limiting the right to transfer personnel or (2) a tendency toward seniority rights that do not necessarily constitute a proper measure of suitability for job assignments. The right of a teacher to file a formal grievance on an involuntary transfer

was perceived by one superintendent as an especially strong limiting factor on system flexibility.

The seven teachers who offered statements on transfer policies felt that the establishment of standards in this area made a positive contribution to staff morale, helping to eliminate favoritism. Even two leaders who felt that their district policies had a negative impact on change were really stating that this was true because their policies were too vague, leaving too much to the discretion of the superintendent or school committee.

Griffiths offers an observation on change in organizations as follows:

Change in organizations will be expedited by the appointment of outsiders rather than insiders as chief administrators. Such administrators will introduce change either because they do not know the system, or because they have a different concept of how the system should function.

The reality of this generalization is recognized in many districts when an advance decision is made to fill an administrative vacancy with a candidate from outside the district. The hope is that an outsider will not be as affected by the many ways that the members of a group develop to communicate their resistance to change to each other; he simply will not be "tuned" to this communication process. In any event, the

Daniel E. Griffiths, "Administrative Theory and Change in Organizations," in <u>Innovation in Education</u>, ed. by Matthew B. Miles (New York: Teachers College Press, 1964), p. 435.

generalization is one that has implications for team and building leaders as well as for central office administrators. If promotion and transfer policies discourage the introduction of new leadership into teams and buildings, a potential source of worthwhile change is being restricted. The disadvantages of such restriction need to be compared with the possible advantages of a specific promotion within a team or building group.

The following guidelines should be useful in the development of contract provisions on staff promotions and transfers:

- Because there is potential conflict in practice between 1. research indicating the desirability of importing some leaders from outside a school district to stimulate innovation and the staff interest in advancement mentioned by some teacher respondents to this study, a district should establish a continuing in-service training program that acquaints all staff and school committee members with the reality of the natural, organizational resistance to change described in research literature. This program should build the foundation of understanding for (1) evaluating potential and practicing leaders partially on the basis of their ability to resist being intimidated by communications that exhibit this natural resistance to change, (2) filling staff vacancies with applicants from both inside and outside the system at different times, and (3) using system transfer programs to stimulate fresh approaches to change problems encountered by building and instructional teams. Such an in-service approach could help prepare negotiators to establish worthwhile objectives for the bargaining process.
- 2. In deference to the research on the possible need for importing leadership for change, the right of the school committee to fill administrative vacancies with applicants either from within or from outside its school system should be clarified. The common contract statement on "substantially equal qualifications" is simply not the only factor to be considered in selecting lead-

ership for improving educational programs. In this regard, school committee decisions on filling administrative positions should not be subject to the filing of a grievance by the teachers' bargaining agent, such positions customarily being outside the teachers' bargaining unit.

- 3. On the other hand, in deference to the impact on staff morale defined by study respondents, a school committee should cause a notice to be posted listing any adminisments of both superintendents and teachers indicate staff appreciation for frank and open communication on promotion opportunities, the notice should describe the position, the date to which applications will be accepted, and the population that may apply (outsiders, insiders, or both). The posting should be accomplished as far in advance as is possible but without being subject to some specific number of days that might create the problem mentioned by some superintendent respondents, loss of good candidates who take other jobs because too much time passes.
- 4. For the same reasons mentioned in the two sets of guidelines above, vacancies in extra-curricular duties for which reimbursement is paid should also be posted as far in advance as is possible. Again, school committee decisions on filling these or any other vacancies should not be subject to grievance procedures.
- 5. In the interest of the morale factor defined by both superintendents and teacher leaders, an annual reporting system should exist to allow staff members to indicate their interest in possible transfers or new positions and their qualifications for such. This will provide system administrators with a valuable source of data on teacher interests and qualifications.
- 6. As with the filling of new positions, the school committee should retain the right to transfer employees without reference to grievance procedure because transfers among buildings or teams are another method of providing new leadership that might be needed in specific locations or programs. However, reasons for involuntary transfers should be stated clearly as a matter of the honesty that this study indicates is appreciated by staff members.
- 7. Seniority should not be the deciding factor in school appointments. Use of the principle of seniority is directly opposed to the research that indicates the

desirability of some deliberate importation of outside talent for supporting change.

Consultants, workshops, and visitations

In summarizing research on the source of innovations in schools and other organizations, Griffiths reports that "Since the tendency of organizations is to maintain a steady state, the major impetus for change comes from outside rather than inside an organization." Contracts reviewed for this study gave relatively weak recognition to this contention. The following statement was typical:

The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of their principal or immediate superior, and with the prior approval of the Superintendent after two weeks' advance notice.

Some contracts also mentioned in-service training in some general way such as the following:

The parties agree that the School Committee should continue to provide improved and diversified in-service training programs for teachers. It is further agreed that aid to non-tenure teachers, in their teaching performance, be included.

Professional growth or salary placement credit was usually granted for such in-service training. Very few of the contracts contained strong statements on either the use of consultants or visitations to other schools.

Comments from eighteen superintendents and thirteen

^{7&}lt;sub>Ibid.</sub>, p. 431.

tricts had strong visitation and workshop programs even though these programs were not strongly defined in negotiated policies. All comments were very positive; the majority indicating that visitations to other schools, use of outside consultants, and in-service workshops were important sources of new ideas.

It has already been pointed out that the major impetus for change in an organization usually comes from out-Outside persons help to overcome the communication loops that the members of an organization establish to resist having their behavior or performance patterns disturbed by each other, loops that tend to blame or chastise anyone who "rocks the boat." More specifically, a workshop run by an outside consultant or by a team of outside consultants and district employees can lift teachers into what Miles calls a "temporary system." 8 The temporary system (workshop, conference, game, temporary committee, etc.) allows individuals to think and operate outside the antichange forces that work toward stability in a permanent system. Also, visits to other school systems or classrooms can supplement or add to stimuli that teachers receive from temporary systems. Brickell observes that "Among all the ways of learning about innovation, the most persuasive is that of visit-

Matthew B. Miles, "On Temporary Systems," in Innovation in Education, ed. by Matthew B. Miles (New York: Teach ers College Press, 1964), p. 443.

ing a successful program and observing it in action." Of course the qualification can be added that teachers must perceive both relevancy and success in outside programs before they will be positively influenced; visits to unsuccessful programs or programs based on resources or conditions that can not be made available in a teacher's work environment will discourage rather than encourage attempts at worthwhile innovation.

The three basic data sources for this study indicate that the following recommendations deserve consideration in formulating contract provisions on consultants, workshops, and visitations:

- 1. Because there does not seem to be adequate recognition of the researched values of visitations, use of consultants, workshops, conferences, and other temporary communication systems in present contracts, a district should establish a continuing in-service training program to acquaint all staff and school committee members with these potential values. In concert with such a training program, the employee evaluation program of the district should include a measurement of the degree to which each professional staff member utilizes conferences (perhaps through membership in professional organizations), workshops, and/or visitations to other schools or classrooms. A district simply should not ignore the research showing that the major impetus for change in an organization usually comes from outside.
- 2. Both research studies and responses from superintendents and teacher leaders indicate that the use of consultants, sponsoring of in-service workshops, attendance at conferences, and visits to other school systems or classrooms can each be important sources of new ideas for professional staff members. Thus, the annual bud-

Henry M. Brickell, "State Organization for Educational Change: A Case Study and A Proposal," in <u>Innovation in Education</u>, ed. by Matthew B. Miles (New York: Teachers College Press, 1964), p. 504.

get of each district should contain funds for use in each of these areas even if the exact nature of the uses can not be specified in advance. Worthwhile opportunities often arise unexpectedly after a school budget is approved. In the case of conference attendance and visitations, budgeting for substitutes should naturally be adjusted to support such travel.

Joint councils

Thirty of the 129 Massachusetts agreements filed with the National Education Association for 1968-69 contained provisions establishing one or more specific joint committees. ¹⁰ In the districts responding to this study, such provisions ranged from a general consultation procedure such as the following:

Three members of the Association and three members of the Administration will meet periodically, at least twice during the school year, with the Superintendent of Schools and a subcommittee of the Committee to discuss matters of common educational concern.

to joint committees charged with more specific tasks like the following:

The Association and the Committee, through the Administration, agree to establish an Educational Needs Committee (E.N.C.) consisting of five (5) members; two of whom shall be chosen by the Association (one from the elementary level and one from the secondary level), two principals to be chosen by their respective groups, one member to be appointed by the Superintendent of Schools. . . . The E.N.C. will consider proposals for In-Service Training, Curriculum Committee Programs, and Research and Development from individuals, groups of individuals, and curriculum committees approved by the Superintendent. . . In addition to reacting to pro-

^{10 &}quot;Joint Committees Established in Comprehensive Classroom Teacher Agreements," Negotiation Research Digest, Vol. 3, No. 7 (1970), p. 18.

posals so submitted, the E.N.C. itself will identify professional staff or system needs and make its own recommendations for In-Service Training, Curriculum Committee Programs, and Research and Development efforts.

In the second case mentioned above, the school committee agreed to place \$25,000 in the 1969 school budget with at least half of that amount allocated to the support of research and development. As was the case with joint council provisions in most of the contracts studied, the school committee retained the right to make final decisions. Joint councils were primarily advisory in nature.

The eleven superintendents and ten teacher leaders who commented on joint councils offered a broad range of examples of use of such councils. Some of these uses were definition of educational needs, definition of standards for merit programs, forming of recommendations on which sabbatical requests should be granted, and development of recommendations on differentiated staffing. In all cases but two, comments were very favorable, indicating that joint councils were an important device for improved communication or staff involvement in decision making. One superintendent felt that the quality of work completed by joint study committees suffered because teacher participants were selected by the teachers' association rather than by appropriate district supervisors. One teacher leader resented a joint study committee on differentiated staffing as a method of "forcing" a new staffing approach.

The majority of the joint councils involved teachers working with administrators and/or school committee members. Six councils did include parents, and one included private school representatives.

Three of the respondents to the questionnaire described a strong system of joint councils on the building level, one of these cases involving a student-teacher-parent advisory committee. However, the majority of joint councils were operating on the district level rather than on the building level.

In addition to joint council programs, four superintendents and fifteen teacher leaders commented on the use of staff councils -- usually advisory groups of teachers or administrators characterized by a more homogeneous membership than joint councils. Examples included faculty senates in two districts, administrative cabinets advising the superintendent, councils of department chairmen, and teacher curriculum committees. Two superintendents made negative comments about teacher councils of this type, one mentioning delays caused by a teacher group and the other observing tensions developing between teachers and administrators. All other comments were positive, again emphasizing improved communication and staff involvement in change programs. One teacher leader offered the unique observation that a staff study committee "helped us bypass administration and go directly to the committee."

At the beginning of this chapter, the point was developed that people are more positively inclined toward changes that they have had a part in planning. Experience in schools offers us at least three other messages relevant to the use of joint councils.

First, in the words of John I. Goodlad:

In seeking to effect whatever educational changes are deemed desirable, we should bring them about in the school as a single, comprehensive unit. The school with its principal, staff, pupil population, parents, and surrounding cultural milieu is the largest organic unit for change. For most people, this is the educational system. It is visible, manageable, and concrete. Move beyond the single school and you have an abstraction or, at best, a supporting structure.

Dr. Goodlad's comment is based on observation of and association with many innovative schools. It indicates that negotiators should not lose sight of the importance of the individual building as they establish councils and other groups to support decision-making processes in education.

Second, there are certain factors that seem to encourage development of trust among the members of a group, trust that must exist before persons with different roles can begin to work together effectively in a joint council or study group. Bridges describes these factors as (1) familiarity with each other or a prior history of interaction, (2) perception of each other as persons capable of relevant action, and (3) perception of each other as per-

¹¹ John I. Goodlad, "The Educational Program to 1980 and Beyond," <u>Innovations for the Elementary School</u> in the IDEA Reprint Series (Melbourne, Florida: IDEA, undated).

ception of each other as persons willing to act impartially. 12 These factors deserve recognition as councils are formed and operated.

Third, rank-and-file faculty members are not necessarily as anxious to assume more decision-making responsibilities as the demands of some of their association spokesmen might indicate. For example, in a nationwide poll taken by the Research Division of the National Education Association, more than three-fifths of the public school teachers responding indicated that they were satisfied with their present level of involvement in curriculum decision-making. 13 A small number of teachers, 1.1 percent of those responding to the poll, even indicated that they were more involved than they wished to be in making curriculum decisions. Negotiators should be careful about defining new responsibilities for employees who might not want or have time for those responsibilities.

The guidelines that seem appropriate for joint councils are:

1. Comments from both superintendents and teacher respondents support the research finding that people are more inclined to support changes that they have had a part in planning. The comments indicate that joint councils are a useful way of involving teachers and others in decision-making pro-

¹² Edwin M. Bridges, "Subjective and Objective Aspects of Demands for Involvement," Administrator's Notebook, XVII (February, 1969), published by the Midwest Administration Center at the University of Chicago.

^{13&}quot;Teacher Involvement in Curriculum Decision-Making,"
Secondary Curriculum Letter, Vol. 9, No. 2 (1969), published
by Croft Educational Services, Inc., in New London, Conn., p. 1.

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cesses.

- 2. In recognition of the survey showing that teachers do not always have the time or interest for participating in more decision-making processes, joint councils should be established only when the groups interested in their establishment can supply members who are willing and able to expend the time and energy necessary for productive operation of the councils. Such practice should help to reduce delays of the type resented by one of the superintendents responding to this study.
- 3. Research indicates that trust among the members of a group is encouraged by members perceiving each other as capable of relevant and impartial action. Therefore, while the precedent of making joint councils advisory in nature might be reasonable in view of the legal responsibilities assigned to school committees, establishment of councils as part of a decision-making process should be accompanied by a sincere intent on the part of school committee members and administrators to heed the recommendations developed by approved councils.
- Again because perception of each other as persons capable 4. of relevant action builds trust among members of a group and because of the general potential of involvement, the membership of joint councils should be defined on the basis of representation from any group whose members will have their roles influenced by implementation of council recommendations. For example, on the building level, teachers and administrators should study building operation problems together, not separately where they cannot interact in a way that promotes mutual trust and understanding. Parents should be involved in a staff study of report cards; students should be involved in a staff study of school rules on pupil behavior, etc. A contract provision calling for the careful definition of responsibilities for any joint councils established will make it easier to decide just whose roles will be affected and thus from what groups council membership should be constituted.
- 5. Since observations in innovative school districts indicates that the school building is the functional unit for positive change in schools, emphasis should be placed on building level councils as the most effective loci for designing change. Such emphasis also makes sense within the context of research evidence that familiarity with each other or a prior history of interaction encourages trust among members of a group.

CHAPTER VI

FRINGE BENEFITS

Fringe benefits include such items as health insurance; life insurance; sick leave; personal leave; sabbatical leave; unpaid leave; payroll deduction privileges for dues, annuity programs, credit unions, or income protection; faculty lounges; and parking privileges. Implementation of such benefits can add well over \$2000 per teacher to the annual operating cost of a district. Therefore the objectives that can be accomplished through the use of a specific fringe benefit certainly need to be analyzed carefully to determine whether or not the cost of that benefit can be justified.

No attempt is made here or in the next two chapters to provide comments on all of the fringe benefits, other working conditions, or negotiation procedures encountered in surveyed contracts. Rather a few samples are presented within the context of principles developed in preceding chapters, samples whose importance was indicated by either the quantity or quality of comments from respondents to the study.

The fringe benefits mentioned most often by superintendents and teacher leaders were insurance, sabbatical

^{1&}quot;The ESB of Teacher Salaries," Salary and Merit, September, 1970, p. 14.

leave, and other forms of leave. Other categories of benefits might have been emphasized in some other context, but respondents seemed to believe that these particular benefits were important to adaptability to change or innovation.

Insurance

Most of the negotiated contracts reviewed in this study contained provisions defining one or more forms of insurance benefits for teachers. The most common provision gave teachers the privilege of participating in a group health insurance plan with the employer usually paying fifty to seventy-five percent of the cost of individual or family membership premiums. A small amount of individual life insurance, \$2000 or so, was often included with the health insurance package.

The nine superintendents and twelve teacher leaders who commented on negotiated insurance programs were unanimous in endorsing the effect of such programs. Health insurance in particular was perceived as making a contribution to individual and family security that left teachers able to concentrate on their work. In other words, it helped to prevent the job dissatisfaction that might be generated by insecurity and thus became a positive factor in the recruiting and retention of good teachers.

Miller and Newbury cite a number of research studies that confirm the importance of health insurance, sick leave,

and similar fringe benefits in preventing job dissatisfaction. As with teacher salaries, such benefits do not necessarily promote job satisfaction directly. However, programs that help employees to avoid dissatisfaction are certainly a valuable supplement to such motivating influences as teacher participation in decision-making and employer recognition of outstanding performance by teachers. Security and motivation together build a better climate for performance and positive change than either factor alone.

Observation of current practice in contracts, superintendent and teacher leader comments and pertinent research studies support the following guidelines on insurance benefits:

- 1. Because research and comments from superintendents and teacher leaders show that the security provided by an insurance program helps to prevent job dissatisfaction and to allow employees to concentrate on their work, employers should provide teachers and other employees with a strong insurance program. Health insurance should form a primary part of such a program in relationship to such other factors as life insurance, sick leave, and/or income protection benefits.
- 2. Because the cost of insurance programs and other fringe benefits can amount to a relatively large investment in each employee and because research shows that insurance, like salaries, does not guarantee job satisfaction; cost of the employee insurance program should be carefully analyzed and distributed between employer and employees to reach the goal of a reasonable degree of security in concert with a reasonably competitive salary structure. An employer simply cannot guarantee positive motivation of employees by raising the combined cost of the employee insurance and salary package above a level that is reasonably competitive.

²Miller and Newbury, <u>Teacher Negotiations</u>, pp. 59-62.

Sabbatical leave

Eighty-three of the 129 Massachusetts contracts filed with the National Education Association for 1968-69 contained provisions on sabbatical leave for teachers. The most common provision in districts involved in this study provided teachers with seven or more years of local service with the opportunity to apply for a one-year leave at half pay or a half-year leave at full pay subject to school committee approval of the study, travel, or other activities proposed as part of the sabbatical. Three districts offered up to seventy-five percent pay for a full-year sabbatical. In addition to defining the matter of school committee discretion, several districts also set a limit on the number of personnel who could be granted sabbaticals in any one year; often a maximum of one percent of the professional staff.

In general the twenty-seven superintendents and twenty teacher leaders who commented on their sabbatical provisions were extremely positive about the benefits of these provisions. They felt that sabbaticals provided staff members with an effective source of new ideas. Only two negative comments were offered, one from a superintendent who felt that the percentage limitation in his district was too inflexible and one from a teacher leader who

^{3&}quot;What Are Teachers Negotiating?" p. 27.

lamented the fact that the percentage limitation had been reduced from two percent to one percent in his distrcit. The general perspective of these practicing educators is certainly supported by the research studies mentioned in the previous chapter, studies that indicate that innovators benefit from idea sources and experiences outside their everyday work environment.

Recommendations for sabbatical leave provisions are that:

- 1. Because research and respondent comments show that experiences outside the normal work environment can be important sources of ideas for innovative educators, each district should design and offer financial support to a program of sabbatical leave that offers professional staff members study, travel, and/or research opportunities.
- The data sources for this study indicate that invest-2. ment in sabbaticals is a matter of investment in idea sources, not primarily a matter of personnel competition among school districts. Thus, it is a pragmatic fact that, while a limit on sabbatical opportunities is a matter of financial prudence, five years of local service and an annual maximum of two percent of the professional staff in larger districts (perhaps one or two teachers in very small districts) would provide more flexibility than the seven year and one percent limitations that are now so common. Two respondents to this study mentioned the need for such an increase in flexibility. The increase need not present a school committee with any unacceptable financial problem as long as the committee retained the usual discretionary right to approve or disapprove each sabbatical proposal.

Other forms of leave

Three other forms of leave were mentioned by respondents to this study: sick leave, personal leave, and unpaid leave. The majority of systems were granting fif-

teen days of sick leave per year with unused leave often accumulating up to a maximum of 100 or 180 days. Two super-intendents of the ten who commented on sick leave described systems of unlimited accumulation; one stating that this had resulted in excessive expenditure of funds on sick leave and the other stating that it had resulted in a more conservative use of sick leave by teachers. The majority position of the superintendents and four teachers who commented on sick leave was best expressed by the superintendent who stated that "Liberal leave allowance relieves anxieties and encourages concentration on improvement of program."

Ten superintendents and five teacher leaders commented on personal leave provisions that gave teachers from one to three days of paid leave per year for personal business, usually with the personal leave being charged against accumulated sick leave. Comments were evenly split in both grups endorsing the flexibility offered by personal leave but deploring abuse of the program by some employees. As one teacher leader expressed it for his district, "Teachers take this like a Christmas present; this hinders the negotiators from adding to the number of days."

Policies on unpaid leave were mentioned by four superintendents and five teachers. These policies allowed school committees to grant absences for such events as pregnancy, service in the Peace Corps, and service in political

or teacher organization offices. With the exception of one superintedent who did not state the reason for his disenchantment, respondents endorsed unpaid leave policies as a way of adding more flexibility to a district's total leave program. Unpaid leave can be used to allow worthwhile experiences outside the school system for persons not eligible for sabbatical leave and can encourage the return of outstanding teachers who might otherwise not return to a district.

Each of the types of leave mentioned here is similar to health insurance in having potential for increasing an employee's feeling of security. If sickness, personal business problems, or pregnancy are minimized as threats to a person's employment status, possible causes of dissatisfaction and distraction are being minimized. Creative employees can then concentrate on improving their service to students.

The guidelines offered for major forms of leave other than sabbatical are:

1. Respondent comments show that sick leave benefits are similar to health insurance in relieving anxiety and allowing teachers to concentrate on their work without unnecessary worry or distraction. Thus, each school district should create a liberal sick leave program to supplement its health insurance benefits. Reasonable limits to the cost which, as one superintendent commented, can get out of hand should be established by such standard practices as (a) granting teachers the right to only fifteen days annually plus whatever unused days are allowed to accumulate, (b) setting a limit on the accumulation of unused days with the school committee having the right to waive that limit at its

- discretion, and (c) defining the school committee right to require a doctor's certificate after an employee is absent for more than three days.
- 2. As several superintendents and teachers indicated on their questionnaires, sickness and sabbatical study are not the only valid reasons for absence from employment. In recognition of this fact and to encourage return of outstanding employees to a district, each school system should implement provisions that allow a school committee to grant either paid or unpaid leave at its discretion and that grant professional staff members up to three days of leave per year for personal business. To reduce the abuse of personal leave mentioned by both superintendents and teachers such practices as the following can be utilized: (a) charging personal leave against accumulated sick leave; (b) requiring that reasons be stated for use of personal leave; and (c) granting a joint council of teachers and administrators, perhaps three of each, the right to deny pay by a majority vote to any employee whose stated reason for absence does not seem to fit the standard of personal business that could not be conducted at some other time.

There are certainly other desirable possibilities for leave provisions, including those that deal with granting leave for death in the immediate family or military service.

However this study is restricted to possibilities mentioned by respondents in relation to change in education.

CHAPTER VII OTHER WORKING CONDITIONS

Three general working conditions mentioned by a significant number of respondents to this study were professional growth requirements, the school calendar, and working hours. Each of these was perceived as a factor that influenced adaptability to change or innovation.

Professional growth requirements

Many of the contracts reviewed contained provisions requiring that teachers earn six college credits or a combination of approved college and in-service workshop credits during each three or four years of employment in order to qualify for annual increments on their salary schedule.

Some of these provisions were qualified to allow recognition of a broader spectrum of professional growth activities including approved travel, publication of articles, training of practice teachers, or chairmanship of a curriculum committee.

A majority of the eleven superintendents and all four teacher leaders who mentioned their professional growth policies encouraged teacher contact with worthwhile sources of stimulation for improvement in education. This belief fits

the previously mentioned research findings on the value of idea sources outside a teacher's own classroom and school district. The only problems mentioned by superintendents were attempts by teacher organizations to eliminate professional growth requirements and resentment of the requirements by teachers who were working mothers.

Comments on questionnaires, research literature, and observation of current practice lead to the following recommendations on professional growth requirements:

- 1. Both respondent comments and the general research on the value of idea sources outside one's normal work environment indicate that professional growth requirements encourage contact with potential sources of stimulation for improvement in education. Thus, awarding of annual increments on the teacher salary schedule should be conditional on teachers providing evidence of approved professional growth as well as on the usual evidence of satisfactory teaching performance.
- 2. The common practice of defining professional growth requirements in relation to a period of three of four years should be continued because it does give individual teachers the flexibility needed to arrange growth schedules that fit their personal convenience after specific activities are approved by the superintendent or other representative of the school committee.
- 3. Since research literature and practice indicate that college courses are not the only valuable source of new ideas outside the normal work environment, the common practice of requiring six growth credits in a three or four year period should be accompanied by a broad and not necessarily exclusive list of growth options. A contract provision might stipulate that the school committee or its superintendent has the authority to approve in advance the number of growth credits that will be awarded for such activities as travel, publishing of articles, curriculum committee leadership, design and/or management of new instructional programs, training of practice teachers, research, work experiences while on sabbatical leave from school duties, or in-service workshops.

4. In Chapter V, several respondents to the present study mentioned the value of in-service workshops as a source of new ideas, a source that can be specifically designed to support the innovation plans of individual districts. Because in-service workshops can be so specifically valuable, enrollment in such workshops should be encouraged by considering growth credits granted for such programs equal in value to earned college credits for all salary placement purposes other than recognition of degrees. Where arrangements can be made with a nearby college or university to allow teachers the option of paying tuition and receiving official college credits for an in-service workshop, this should be done to encourage workshop enrollment of local teachers involved in degree-granting programs at the nearby institution of higher learning.

The school calendar

In a large number of the districts surveyed there were no school calendar policies stated in negotiated contracts. State regulations and long-standing customs had kept the calendar from being an item that seemed worthy of major attention in the bargaining process. Many districts simply scheduled the number of student days required by the state and added a few teacher orientation or curriculum study days, at least for new teachers.

In the districts that did have negotiated calendar policies, these policies varied from the relatively inflexible statement that the work year for teachers would be no more than 186 days to a more open-ended statement such as the following:

The professional school year for teachers shall consist of four teacher days needed to meet professional responsibilities in addition to the required number of student days as established by the State Department of Education, with an allowance for three days to cover

any necessary emergency cancellation of school sessions. Such days not utilized for emergency cancellation of school sessions may be utilized for extended student days in the best interests of offering to students more than the minimal required instructional time, or as professional days for meetings, conferences, and other such sessions focusing on the professional needs of the staff and the school system.

Also, several policies mentioned that teachers new to a district could be scheduled to attend orientation sessions prior to the beginning of the normal teacher work year, usually to the extent of one or two extra days.

Table 8 shows that a majority of superintendents who commented on calendar policies felt that these policies hindered change while the majority of teacher leaders believed just the opposite. The major advantages mentioned for calendar policies were a gain in curriculum planning time over that available prior to setting of the policies and an improvement in teacher attitude resulting from involvement in deciding on calendar policy. The major disadvantages were a loss in curriculum planning or orientation time compared to that available prior to setting of the policies, inflexibility in scheduling of work days, and promotion of what some respondents called a "clockwatching" ("calendar-watching" might be a more appropriate label) attitude among teachers. One superintendent implied that negotiated calendar policies in his district tended to favor teacher convenience first and student needs second.

TABLE 8.--Comments from Superintendents and Teacher Leaders on Impact of School Calendar Policies on Change in Education

Aided

5 comments from separate superintendents indicated that school calendar policies aided change by (a) gaining more time than had previously been available for planning of instructional programs or (b) improving teacher attitude through their involvement in decision making.

8 comments from separate teacher leaders indicated that calendar policies aided change for the same reasons stated by superintendents.

Hindered

8 comments from separate superintendents indicated that calendar policies hindered change by (a) reducing system flexibility in scheduling student and/or teacher work days, (b) reducing time available for orientation and/or curriculum work, (c) encouraging schedules that fulfilled teacher convenience more than student needs, (d) generating resentment among staff members opposed to calendar extension, (e) preventing recognition of the reality that different buildings in the same district might need different amounts of orientation time prior to the opening of a school year, or (f) promoting an unprofessional or clock-watching attitude among teachers.

3 teachers felt that calendar policies hindered change by (a) reducing system flexibility in scheduling work days, (b) formalizing a precedent that works against new calendar proposals, or (c) promoting an unprofessional or clockwatching attitude among teachers.

There is a lack of published research directly relevant to the potential impact of school calendars on change in education. However, some practical observations do seem justified. First, teachers like any other employees are entitled to advance notification of such basic responsibilities as the work schedule or calendar; any failure to provide such advance notification is bound to result in the

generation of misunderstandings and resentment. Second, as outlined in Chapter V, teacher involvement in the defining of a school calendar has the potential for generating staff support of the calendar as well as for utilizing a source of advice close to the students who will be affected. Third, teachers do need planning time for maintaining and improving the quality of instructional programs, and the basic school calendar can be arranged to provide some of this planning time.

Respondent comments and observations from the present study provide the basis for these suggested guidelines on school calendar provisions:

- 1. While superintendents and teacher leaders perceive the effects of calendar provisions somewhat differently, the former identifying more problems with reduced scheduling flexibility; members of both groups agree on the desirability of scheduling teacher planning time beyond the student schedule. Thus, the annual number of teacher workdays scheduled should be greater than the number of student workdays, perhaps by one week or more. In the same vein and in accordance with practice that is already common, additional orientation time beyond that required for all teachers should be scheduled at the beginning of each school year for all teachers who are new to a district. New teachers usually have much more planning to accomplish than those teachers already familiar with the operation of a specific district from their employment experience.
- 2. In recognition of the need for scheduling flexibility emphasized by several superintendents and of one superintendent's comment that teacher involvement in establishing the school calendar can lead to a calendar primarily focused on teacher convenience, it would be prudent for a school committee to utilize a joint advisory council annually to recommend a calendar for the next school year. In keeping with recommendations on joint councils developed in Chapter V, such a council should consist of members from the groups that

would be most affected by the calendar--parents, teachers, administrators, and students. It would provide a source of involvement that could help to generate support for any major calendar changes such as the possibility of an extended school year or staggered entrance programs for children entering their first year of school.

In closing this section on the school calendar, the author offers one more suggestion on the basis of personal experience. This suggestion is that work schedules for specialists, clerks, and other personnel who support the work of classroom teachers should be carefully coordinated with teacher work calendars to ensure than an excessive amount of planning time for teachers is not expended on clerical tasks or unnecessary delays.

Working hours

A majority of the contracts from districts involved in this study included policies on working hours for teachers. The following example is representative of a large number of such policies:

Classroom teachers shall report to their assignments at least fifteen (15) minutes before the start of the students' day and except for properly scheduled meetings shall not be required to remain longer than thirty (30) minutes after the close of the students' regular school day.

In some but by no means all cases, the policies included an exact specification of the student day in terms of starting and ending times.

A smaller number of surveyed contracts contained related policies on responsibilities of teachers for after-

school meetings. There was considerable variety among these meeting policies. They ranged from general statements that teachers would be required to attend a reasonable number of after-school meetings to specific limitations such as a total of twenty-five hours per school year for such meetings to statements giving teachers autonomy in this area. An example of the latter is the statement that "Attendance at all meetings after the school day will be at the option of the individual teachers."

Eighteen of the twenty-two superintendents who commented on policies regulating working hours for teachers offered negative evaluations concerning the impact of these policies on change potential. Major reasons given for these negative evaluations included the opinions that the policies prevented districts from scheduling an adequate amount of time for planning and coordination, that they limited system flexibility in scheduling meetings, that they led to a reduction in after-school assistance given to students, and that they promoted a clock-watching attitude among some teachers. Four superintendents who offered positive evaluations of policies on working hours were pleased that the policies in their districts established standards for a longer workday than had been expected previously.

The eight teachers who commented on policies on working hours were more evenly divided than the twenty-two superintendents. Three teachers felt that such policies

aided the climate for change by establishing reasonable time standards acceptable to all. Three others felt that specific time standards in their districts promoted unprofessional or clock-watching attitudes. One teacher indicated his pride in the fact that his association and school committee had agreed that professionalism and not time schedules offered the proper guidance on the teacher workday. The remaining teacher felt that time standards in his district were useful guidelines but too inflexible.

In the area of related policies on after-school meetings, there was a sharper division between the opinions of superintendents and teacher leaders. Ten superintendents expressed negative evaluations of such policies while only one endorsed a policy because it provided standards that prevented misunderstandings. However five teacher leaders endorsed policies on after-school meetings while only one teacher opposed such a policy because it was too inflexible. In general, superintendents felt that limitations on after-school meetings prevented their districts from devoting an adequate amount of time to planning and, in one case, public information (meetings with parents) activities. Teacher leaders felt that such policies helped to prevent wasting time on too many meetings and to encourage better use of meeting time by building principals and other administrators.

While survey studies show that there has not been

any significant shift in setting the length of either the student or the teacher workday in the public schools of the United States in the past twenty-five years, definitive studies seem to be lacking on what would constitute an optimum day for either students or teachers. Thus, school committees and teacher organizations must use their personal judgment in considering workday alternatives. In this regard, it might be well to recall the point made in Chapter V, that the individual school building is the most functional unit for change as opposed to the total school district. Care needs to be taken to ensure that systemwide workday schedules are not so inflexible that they obstruct change proposals in individual buildings.

For provisions on working hours, the following guidelines are presented:

Apparent disagreement between some superintendent and 1. teacher leaders over provisions on working hours does not seem to be specifically related to the relatively common practices of having teachers report to work at least fifteen minutes before students and having teachers remain at least thirty minutes after the close of the student day. These practices should be established as the "reasonable" minimum standards endorsed by three teacher leaders both in terms of legal responsibility for supervision of students and in terms of professional responsibility for giving students extra help when it is needed. To satisfy the apprent differences in perspective among teacher leaders and superintendents, the word "minimum" should be emphasized. Whether or not a teacher goes beyond the minimum is an observation that can be noted in formal evaluation reports without having to depend on many specific rules. Building principals could be given the right to excuse teach-

¹Miller and Newbury, <u>Teacher Negotiations</u>, p. 84.

ers from the minimum standard in individual cases or at selected times such as Friday afternoons, the latter being a common practice. Also, in systems following the practice of dismissing elementary pupils earlier to give teachers on that level more planning time as mentioned in Chapter IV, elementary teachers could be required to remain after school for a longer time than secondary teachers; this would not represent a longer workday for them.

- 2. Since surveys indicate that major changes in workday length have not been very common in public schools in the past twenty-five years, any school district that aspires to a significant variation from the state and/or national practice on length of student workday in one or more of its buildings should implement this variation through a negotiated contract provision to avoid misunderstandings. In the absence of such a major variation, it would be best to avoid contract statements that limit the scheduling flexibility mentioned by many superintendents.
- 3. Superintendent and teacher leader perspectives differed significantly on after-school meetings. Both perspectives carry a message. In deference to the superintendents' contentions, attempts to define minimum or maximum limits for after-school meetings should be avoided whenever possible; it is difficult to formulate any district-wide provision that would be suitable for each and every building throughout an entire school year in a system of any significant size. In deference to teacher leader comments on wasting time, administrators should emphasize use of voluntary staff committees and ensure that mandatory after-school meetings are called only as needed and are carefully planned to be useful investments of time.

CHAPTER VIII

NEGOTIATION PROCEDURES

While this study was designed to suggest guidelines for policies that might be pursued at the bargaining table and not to develop recommendations for the bargaining process itself, some closing comments on negotiation procedures might help to place previously stated guidelines in a comprehensive perspective. Table 9 offers a summary of general comments on negotiation procedures from seventeen superintendents and eight teacher leaders.

The comments in Table 9 show a split in the opinions of superintendents in judging the general impact of negotiation procedures on change in education. This split was evident throughout the study as some superintendents endorsed the concept of more teacher involvement in decision making and other superintendents decried such involvement as too limiting or too slow. In most cases, of course, the teacher leaders had a positive opinion about the impact of involving teachers in district operation through negotiation procedures.

A study of 176 school systems by Dr. Thomas Love reaches the following conclusions:

1. The evidence suggests that the establishment of collective negotiation does enlarge teacher participation in decision making.

TABLE 9.--Comments from Superintendents and Teacher Leaders on Impact of Negotiation Procedures on Change in Education

Aided

7 comments from separate superintendents indicated that, in general, negotiation procedures aided change by (a) improving communication with and involvement of teachers, (b) improving human relations and/or staff morale, or (c) defining better decision-making processes.

7 comments from separate teacher leaders indicated that negotiation procedures aided change for the same reasons stated by the superintendents or, in one case, by stimulating improved use of an outside resource (the state teachers' association being the resource).

Hindered

7 comments from separate superintendents indicated that, in general, negotiation procedures hindered change by (a) limiting system flexibility, (b) encouraging tension and distrust in an adversary relationship, (c) slowing the speed of change processes (or, as one superintendent expressed it, adding hours to his job), or (d) increasing the financial problems of the school district.

1 teacher leader expressed the opinion that the emphasis on salaries in negotiations made it more difficult to secure other funds needed to support change or improvement in instructional programs.

Both

3 superintendents indicated that negotiation procedures both aided and hindered change for reasons given above.

2. The process of negotiation is primarily concerned with the determination of personnel policies.

3. Educational policies are being negotiated but, in addition, non-negotiation decision processes are being created for the involvement of teachers in complex educational decisions. 1

Thomas Michael Love, "The Impact of Teacher Negotiations on School System Decision-Making" (unpublished Ph.D. dissertation, University of Wisconsin, 1968), pp. 171-185.

Recognition of these realities adds to the fact developed in Chapter V, the fact that people tend to offer more support to activities which they have helped to plan. There is then a strong rationale for the existence of collective bargaining in education. Bargaining involves teachers in a way that can help to gain stronger support for improved service to children. Gaining this support might well be worth an investment of time and the creation of stronger limits on unilateral decision making.

ject of constant debate in education. School committees often propose a management rights clause which states that control of items not negotiated is vested exclusively in their hands and/or that certain items such as class size are not negotiable. Teacher associations often propose a maintenance of standards clause which states that conditions of employment must be maintained at present standards and that no changes in working conditions can be made without prior negotiation or consultation. Of these two clauses, the maintenance of standards clause has the most direct potential for obstructing change since it tends to endorse the status quo. Management rights deserve additional comments.

In 1970, the Advisory Commission on Intergovernmental Relations issued a major report on labor relations in government. On the topic of management rights the Commission recommended that:

or discharge employees for proper cause; (d) to maintain the efficiency of governmental operations; (e) to relieve employees from duties because of lack of work or for other legitimate reasons; (f) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (g) to determine the methods, means, and personnel by which operations are to be carried on.

A statement of this sort is an attempt to face one of the problems exposed by the relatively rapid introduction of collective bargaining in the area of public employment. That problem is lack of role definition. To the extent that negotiations on management rights clauses represent an attempt to face this problem, they are worthy of serious attention; particularly if the end result can be a rational structure for continuous decision making, a structure more flexible than debate over many specific working conditions prior to the termination of each contract period.

It is logical to assume that contracts emphasizing the definition of roles and procedures for a practical program of decision making offer more flexibility for innovation than contracts consisting of long lists of specific working conditions. This does not mean that a school committee should concentrate on defining its management rights but does mean that both parties to bargaining should concentrate

^{2&}quot;Advisory Commission's Conclusions on Labor Relations," Educators Negotiating Service, Nay 1, 1970, p. 10-11 of enclosure.

on defining decision-making responsibilities. Undoubtedly, in some areas, school committees should and will retain the primary responsibility for decision making. In other areas of operation, the decision-making processes should and will be shared or even placed primarily in the hands of professional staff organizations or smaller staff groups. The smaller staff groups might be especially valuable in designing decision processes that have their focus at the level where most change takes place—the individual school building.

Finally, these comments on negotiation procedures would not be complete in the spirit of this study without mentioning the possibility of worthwhile innovation in the negotiation process itself. Most negotiators are properly in the habit of observing post-contract grievance procedures to determine what suggestions should be made at future bargaining sessions to improve or clarify personnel policies. However, their analysis of the negotiation process itself is much less conscious than their analysis of its products. Beginning negotiators tend to adopt bargaining table procedures that are recommended by experienced negotiators. As a matter of chronology, this means that most bargaining procedures in public education have been copies from procedures

³Dr. Donald A. Myers offers a stimulating expansion of this topic in his monograph <u>Decision Making in Curriculum</u> and <u>Instruction</u>. This 1970 publication is available for \$1.50 from the Institute for Development of Educational Activities, Inc., Suite 300, 5335 Far Hills Avenue, Dayton, Ohio 45429.

evolved in private industry. There is no guarantee that such copying leads one to the best way or the only successful way of bargaining in public education. For example, experienced negotiators from private industry and its labor unions usually recommend strongly that all bargaining sessions be closed to the public; they offer some very logical reasons for this recommendation. Yet, read the following comment from one of the teacher respondents to this study:

While controversial and dangerous, our association this year decided we would go along with the school committee proposal that our negotiations be open to the public instead of in closed session. We took the chance and felt it was worth it in winning the praise of the press and in illustrating to the taxpayers our good will and concern for their town's education. If teachers' demands are reasonable, then the taxpayers have a right to hear them and also to hear the reaction of the school committee to them. Also, the citizens must know of teachers' reactions to school committee proposals. In most cases, all the public knows is the demand or the request and not the reasons or circumstances behind it. Open meetings allow the public the opportunity to hear the dialogue.

Innovation can occur in negotiation as well as from negotiation.

The basic recommendations offered on negotiation procedures are that:

- 1. In keeping with the basic research evidence showing that involvement can encourage support, negotiation procedures should be perceived and used as a way of involving teachers in educational decision making in a way that encourages their support of district programs. Persons who do not share this perspective should not represent either party at the bargaining table; their presence might work against the good that collective bargaining might otherwise accomplish.
- 2. Because a maintenance of standards clause can make change

more difficult and improvement of programs often requires change, such a clause should be avoided in negotiated contracts unless teacher organization security is perceived as a more serious need than flexibility for change in a particular district.

- 3. As an extension of the above guideline, a practical extension as shown by Dr. Love's study of 176 districts, negotiated contracts should emphasize roles and procedures for decision making over listings of specific working conditions. This could help to avoid the inflexibility and time delays for changes mentioned by several superintendents without excluding teachers from the decision-making processes. Whenever possible, these roles and procedures should be related to the level at which Chapter V observations indicate most change takes place—the individual school building. Such relationship need not by-pass the formal teacher organization in a district if that organization establishes strong decentralized units in each building in its own recognition of change realities.
- 4. Observation of actual practice, such as comments on experimentation with bargaining sessions that are open to the public, indicates that negotiation procedures are open to experimentation for the pursuit of improvement just like any other phase of school operation. School committees and teacher organizations should seek opportunities to find more effective ways of working together in the bargaining process.

CHAPTER IX

SUMMARY AND IMPLICATIONS

The process of collective bargaining can have a direct impact on potential for improvement in a school system. Negotiated policies can encourage change as in the case of an agreement allowing the use of teacher aides in differentiated staff teams or discourage change as in the case of a very strict class size policy. The purpose of this study has been to formulate guidelines for negotiators interested in using collective bargaining to facilitate improvement in educational programs. The guidelines can be used in two ways:

- 1. To evaluate policies already negotiated or established in a district in relation to their potential for aiding or hindering positive change in school operations.
- 2. To provide the conceptual framework for designing detailed negotiation proposals intended to facilitate positive change or improvement in school operations.

Three data sources were used in creating the guidelines. These were a survey of negotiated contracts, questionnaire responses from superintendents and teachers in
seventy-one Massachusetts school districts identified as
operating innovative programs, and a review of research
literature. This does not mean that the formulated guidelines cover all of the policy areas that might need to be
considered in pursuing innovation in a particular district;

the system of public education in our society is not standardized to a degree that would make this possible. However, the process of judging the potential of proposals on the basis of experience in other school systems and organizations is certainly adaptable to policy areas not mentioned in this study.

Summary of guidelines

Here is a summary of the major guidelines developed for the use of school committee and teacher organization negotiators:

- 1. Budgeting and Salaries
 - a) Basic teacher salary
 - (1) The basic salary schedule for teachers should be kept competitive with schedules in other systems drawing on the same teacher supply sources. However it is probably not useful to raise the basic schedule above a level that is reasonably competitive.
 - (2) The practice of recognizing training and experience components in basic teacher salary schedules is sound.
 - (3) Modifications or alternatives to the single salary schedule should be introduced if district leaders wish to reward superior performance or to allow differentiation of teacher roles.
 - (4) The flat, across-the-board approach to raises in a single salary schedule should be tempered occasionally by adjustments that help to avoid distortion of whatever financial relationships are desired between beginning teachers and more experienced teachers.
 - b) Ratio salaries for teachers

A district is probably more capable of adjusting to

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changing needs and resources without the rigidity of an index that adds inflexibility to the relationships within a basic teacher salary schedule.

- c) Salary recognition for advanced training
 - (1) It is desirable for a school district to offer some form of salary and/or tuition encouragement for advanced training of teachers.
 - (2) If both tuition reimbursement and salary schedule credit are offered for advanced training, it should be done on the basis of conscious acceptance of a duplex approach which is bound to be more complex and more costly than simple salary recognition for various degree or professional growth levels.
 - (3) Local conditions can make the attractiveness of the tuition reimbursement approach vary greatly from one area to another.
 - (4) Consideration should be given to requiring teachers to refund tuition reimbursements if they resign from a district within two years of the time that they receive such reimbursement. At the very least, reimbursement might be limited to tenured staff members who have had their study programs approved in advance.
 - (5) Regular district sponsorship of in-service programs coupled with recognition of credits from such programs for salary placement might be an effective supplement or even substitute for tuition reimbursement in many instances.
 - (6) Financial support for advanced training can accomplish more if it can be related to a broad range of professional growth activities including travel, not just to formal college courses.

d) Merit salaries

- (1) Merit salary programs can provide a positive motivating force for employees primarily because employees appreciate recognition of valuable performance. Thus, it might be best to emphasize the recognition aspect rather than the monetary aspect of any merit program.
- (2) A merit salary program should be accompanied by an evaluation process respected by teachers.

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- (3) A merit program should serve as a supplement, not a replacement, for a competitive basic salary schedule for teachers.
- (4) Reasonable standards for merit placement should be published and implemented; these standards should identify merit placement as an attainable goal but as something more than a level that most tenured teachers can expect to reach with the passage of time.

(e) Differentiated salaries

- (1) An alternative to the basic salary schedule should be created in any district where staff members and school committee members perceive the single schedule as a deterrent to the forms of differentiated staffing in which they are interested. There are some forms of differentiated staffing that might not be obstructed by a single salary schedule.
- (2) Any differentiated salary program should serve as a supplement, not a replacement, for a competitive basic salary schedule for teachers.

(f) Extra duty pay

- (1) Extra duty pay is a justifiable investment to the extent that it is needed to encourage a level of extra-curricular activities that local school authorities consider adequate.
- (2) Careful attempts to relate extra duty pay to the actual work demands of different positions help to generate positive teacher attitudes toward extra-curricular duties.
- (3) Before proceeding down the path of granting the fixed salary differentials that are so common for a large number of extra-curricular duties, a district should conduct a major study of the goals and operational alternatives of its extra-curricular programs. Such a study should be designed to generate decisions calculated to minimize such problems as the setting of inflexible differentials that do not recognize outstanding performance, excessive cost for extracurricular programs, and stimulation of resentment or a mercenary attitude among teachers not paid for certain "extra" duties.

g) Research and development funds

- (1) School districts should appropriate funds annually to support carefully designed research and development programs with personnel, time, and materials.
- (2) When research and development programs are operated during the summer, a flat daily rate approach for paying teachers should be avoided. Alternatives to such an approach include relating summer pay to each teacher's school-year salary and, in some cases, to the quality and scope of individual research or development proposals.
- (3) The practice of giving teachers some released time from classes for approved research or development projects during the school year is worth considering as a matter of economy. However the practice should be tempered by recognition of the fact that it subtracts from contact between students and professional staff members.

h) Program budgeting

- (1) Every school district should offer a thorough training program on planning-programming-budgeting systems to its staff members and school committee members.
- (2) Parties to the bargaining process should begin their discussions with a thorough exploration of program objectives and alternative ways of meeting these objectives, giving serious consideration to using the complete format of program budgeting in bargaining—definition of objectives, analysis of alternative ways of fulfilling the objectives, and selection of an alternative and associated evaluation scheme.

i) General budgeting procedures

- (1) Budgeting systems should be designed to provide all professional staff members with opportunities to participate in the process of fiscal planning.
- (2) Budget documents should be arranged to facilitate both analysis and flexible operation.

While program budgeting is recommended, it is also recommended that each district prepare a parallel budget document arranged in the more traditional United States Office of Education accounting format; this will allow each district to compare its expenditures with those of other districts to a degree not possible with the more individualized program budgets.

3) Serious attention should be given to the possible impact that the initial salary thrust of collective bargaining has had on other budget categories in each district.

2. Teaching Load

- a) Class size
 - (1) It is desirable to avoid contract provisions that set very specific standards for class size.
 - (2) Class size is one of several teaching load variables that should be measured and monitored with individual teachers to avoid unreasonable inequalities and pressures in a particular district.
 - (3) Even though specific class size standards are not set, a district should strive to maintain a relatively high ratio of teachers to its student membership. (Refer to later recommendation on pupil-teacher ratio.)
- b) Number of teaching periods for secondary level teachers
 - (1) Districts should avoid very specific contract standards on the number of teaching periods for secondary level teachers and recognize that the number of teaching periods is one of several teaching load variables that should be measured and monitored with individual teachers to avoid unreasonable inequalities and pressures in a particular district.
 - (2) At least three factors should be considered in evaluating the workload created by a certain number of teaching periods. These factors are (a) the common average of five classes per seven-period day, adjusted upward or downward in the case of schedules having more or

fewer periods or modules per day; (b) the number of planning or preparation periods allowed; and (c) the extent of non-teaching duties assigned.

c) Planning periods

- (1) The number of planning periods allocated to teachers should be considered one of several teaching load variables that should be measured and monitored with individual teachers to avoid unreasonable inequalities in a particular district.
- (2)The common practice of providing an average of one planning period per seven-period or eight-period day is a minimum that should be implemented whenever possible. Special attention should be given to the fact that such implementation is often more difficult on the elementary level. The options of a shorter school day for elementary pupils and granting released time to elementary classroom teachers are two ways to gain planning time on the elementary level, provided in the latter case that the classroom teacher is released only if he is thoroughly familiar with the ways in which he should follow specialists' presentations and that there are no classroom problems that would be best handled by the regular teacher remaining in the classroom.
- Provisions on planning periods should be kept (3) flexible in two ways: first, by wording them carefully to ensure that there will be no restrictions that would prevent administrators or other supervisors from directing that the planning veriods be used from time to time for conferences, observations, or other intermittent activities designed to improve school operations; second, by wording them to leave individual teachers and the school committee or its administrative representatives free to agree to more unstructured planning time arrangements for any staffing and scheduling programs not anticipated in current contract provisions.

d) Use of aides

(1) In any district considering the use of aides, it would be logical to develop job descriptions

for potential aides by establishing one or more study committees (existing departments might be appropriate in some cases) to identify the exact nature and extent of necessary tasks that do not require professional training.

- (2) Proposals for using aides should be based upon careful work measurement studies that project appropriate combinations of professional staff members and aides. In some cases, it will not be realistic to request a simple addition of aides to the existing professional staff, especially when it is planned to have aides perform many tasks previously performed by classroom teachers; the hiring of aides might justify some reduction in the number of professional staff members in a district.
- (3) Contract provisions that supply teachers with aides should not relieve teachers from the responsibility for all phases of school operation from classrooms to lunchrooms to study halls. Aides should be used to release certified teachers from selected duties but not from responsibility for the total quality of a student's day in school. In this regard, aides should be assigned only to those professional staff members or teams who desire such assistance and who have a specific plan for training, utilizing, and supervising the aides.

e) Other load factors

- The use of a pupil-teacher ratio as a guideline (1)for staffing might be an acceptable approach for a district seeking a simple but relatively flexible agreement related to teaching load, especially if it is coupled with policies encouraging the equal distribution of work among available staff members. However, the word "teacher" should be qualified to read "teacher or teacher-equivalent" with the understanding that in any approved differentiated staffing project one or more aides may replace a teacher in determining whether or not the ratio is being satisfied; otherwise the ratio approach can be a direct obstruction to one form of differentiated staffing.
 - (2) Teaching load formulas are best used as very general load evaluation devices and not as

hard and fast rules that eliminate desirable scheduling flexibility.

3. Structure for Decision Making

- a) Recruitment
 - (1) It is desirable to establish administrative procedures that encourage participation of many different staff members in recruiting, interviewing, and recommending teacher applicants.
 - (2) District recruiters should become familiar with research describing characteristics of educational innovators and should utilize these characteristics as general guidelines in judging the suitability of applicants for district vacancies. No contract provisions that restrict the exercise of such judgment should be negotiated.
- b) Evaluation and accountability
 - (1) Teacher evaluation programs should be based on published standards and procedures, preferably standards and procedures that have been defined in consultation with teachers.
 - (2) Published evaluation standards should include items that encourage participation in the design, implementation, and evaluation of experimental or innovative instructional programs.
 - (3) Evaluation standards should emphasize teacher use of specific objectives for student performance or behavior.
 - (4) Teachers should be given exact copies of any evaluation reports placed in their personnel files and should be given the privilege of filing written statements in reply to such evaluation reports.
 - (5) Evaluation standards and procedures should extend to all teachers whether or not they are in tenured status.
 - c) Staff promotions and transfers
 - (1) A district should establish a continuing in-

service training program that acquaints all staff and school committee members with the reality of the natural, organizational resistance to change described in research literature.

- (2) The right of the school committee to fill any administrative vacancies with applicants either from within or from outside its school system should be clarified. School committee decisions on filling administrative positions should not be subject to the filing of a grievance by the teachers' bargaining agent.
- (3) A school committee should cause a notice to be posted listing any administrative vacancy that occurs, the date to which applications will be accepted and the population that may apply (outsiders, insiders or both). The posting should be accomplished as far in advance as possible but without being subject to some specific number of days.
- (4) Vacancies in extra-curricular duties for which reimbursement is paid should also be posted as far in advance as possible. Again, school committee decisions in this or any other vacancy area should not be subject to grievance procedures.
- (5) An annual reporting system should exist to allow staff members to indicate their interest in possible transfers or new positions and their qualifications for such.
- (6) The school committee should retain the right to transfer employees without reference to grievance procedure. Reasons for involuntary transfers should be stated clearly.
- (7) Seniority should not be the deciding factor in school appointments.
- d) Consultants, workshops, and visitations
 - (1) A district should establish a continuing inservice training program to acquaint all staff and school committee members with the potential values of utilizing consultants, workshops, conferences, visitations, and other temporary communication structures. In con-

cert with such a training program, the employee evaluation program of the district should include a measurement of the degree to which each professional staff member utilizes temporary communication structures.

(2) The annual budget of each district should contain funds for supporting use of consultants, in-service workshops, attendance at conferences, visits to other school systems or classrooms, and use of substitutes to release teachers for the previously listed activities. This should be done even if the exact nature of the expenditures in these areas can not be specified in advance.

e) Joint councils

- (1) Joint councils are a useful way of involving teachers and others in decision-making processes.
- (2) Joint councils should be established only when the groups interested in their establishment can supply members who are willing and able to expend the time and energy necessary for productive operation of the councils.
- (3) While the precedent of making joint councils advisory in nature might be reasonable, establishment of councils as part of a decision-making process should be accompanied by a sincere intent on the part of school committee members and administrators to heed the recommendations developed by approved councils.
- (4) The membership of joint councils should be defined on the basis of representation from any group whose members will have their roles influenced by implementation of council recommendations. A contract provision should be established to require the careful definition of responsibilities for any joint councils that are established.
- (5) Emphasis should be placed on building level councils as the most effective loci for designing change.

a) Insurance

(1) Employers should provide teachers and other employees with a strong insurance program. Health insurance should be a primary part of such a program in relationship to such other factors as life insurance, sick leave, and/or income protection benefits.

(2) Cost of the employee insurance program should be carefully analyzed and distributed between employer and employees to reach the goal of a reasonable degree of security in concert with a reasonably competitive salary structure.

b) Sabbatical leave

- (1) Each district should design and offer financial support to a program of sabbatical leave that offers professional staff members study, travel, and/or research opportunities.
- (2) Five years of local service and an annual maximum of two percent of the professional staff in larger districts (perhaps one or two teachers in very small districts) would provide more flexibility than the seven year and one percent limitations that are now so common; no unacceptable financial problems need arise as long as a school committee retained the usual discretionary right to approve or disapprove each sabbatical request.

c) Other forms of leave

- (1) Each school district should create a liberal sick leave program to supplement its health insurance benefits. Reasonable limits to cost should be established by such practices as (a) granting teachers only fifteen days annually plus whatever unused days are allowed to accumulate, (b) setting a limit on accumulation of unused days with the school committee having the right to waive limit, and (c) defining the school committee right to require a doctor's certificate after an employee is absent for more than three days.
- (2) Each school system should implement provisions that allow a school committee to grant either

paid or unpaid leave at its discretion and that grant professional staff members up to three days of leave per year for personal business. Abuse of personal leave can be controlled by such practices as (a) charging it against accumulated sick leave; (b) requiring that reasons be stated for its use; and (c) granting a joint council of teachers and administrators, perhaps three of each, the right to deny pay by a majority vote to any employee whose stated reason for absence does not seem to fit the standard of personal business that could not be conducted at some other time.

5. Other Working Conditions

- a) Professional growth requirements
 - (1) Awarding of annual increments on the teacher salary schedule should be conditional on teachers providing evidence of approved professional growth.
 - (2) The common practice of defining professional growth requirements in relation to a period of three or four years should be continued.
 - (3) Provisions should be stated to allow completion of professional growth requirements from a broad and not necessarily exclusive list of growth options. A contract provision might state that the school committee or its superintendent has the authority to approve in advance the number of growth credits that will be awarded for any one option.
 - (4) Enrollment in in-service workshops sponsored by a district should be encouraged by considering growth credits granted for such programs equal in value to earned college credits for all salary placement purposes other than recognition of degrees. When arrangements can be made with a nearby college or university to allow teachers the option of paying tuition and receiving official college credits for an inservice workshop, this should be done.
- b) The school calendar
 - (1) The annual number of teacher workdays scheduled

in a calendar should be greater than the number of student workdays, perhaps by one week or more. Also, additional orientation time beyond that required for all teachers should be scheduled at the beginning of each school year for all teachers who are new to a district.

(2) It would be prudent for a school committee to utilize a joint advisory council annually to recommend a calendar for the next school year. Such a council should contain parent, teacher, administrator, and student members.

c) Working hours

- (1) Teachers should be required to observe "minimum" standards of reporting to work at least fifteen minutes before students and remaining at least thirty minutes after students are dismissed (longer in the latter case if elementary students have been dismissed early to gain teacher planning time).
- (2) Any school district that aspires to a significant variation from the state and/or national practice on length of student workday in one or more of its buildings should implement this variation through a negotiated contract provision. In the absence of such a major variation, it would be best to avoid contract statements that limit district scheduling flexibility.
- (3) Attempts to define minimum or maximum limits for after-school meetings should be avoided whenever possible. Administrators should emphasize use of voluntary staff committees and ensure that mandatory after-school meetings are called only as needed and are carefully planned to be useful investments of time.

6. Negotiation Procedures

a) Negotiation procedures should be perceived and used as a way of involving teachers in educational decision making in a way that encourages their support of district programs. Persons who do not share this perspective should not represent either party at the bargaining table.

- b) Maintenance of standards clauses should be avoided in negotiated contracts unless teacher organization security is perceived as a more serious need than flexibility for change in a particular district.
- c) Negotiated contracts should emphasize roles and procedures for decision making over listings of specific working conditions. Whenever possible, these roles and procedures should be related to the level of individual school buildings.
- d) School committees and teacher organizations should seek and experiment with opportunities to find more effective ways of working together in the process of collective bargaining.

Implications for the future

On the basis of the guidelines presented above, four suggestions for the future are offered to close the present study. First, it is recommended that a revised version of this study be made available to school committees and teacher groups in the form of an idea booklet, a booklet of concepts that would be subject to modification by juagments of local conditions and aspirations. It is important for negotiation proposals to be evaluated in relation to their potential for improving school operations. Studies such as this one can make a contribution to that evaluation process if they are distributed widely rather than just filed in a graduate school library.

Second, there is an implication for state level functioning inherent in the guidelines. The research listed in Chapter III indicates that there is no clear justification for assuming that it is useful to raise a basic

salary schedule above a level that is reasonably competitive; good basic salary schedules help to prevent job dissatisfaction more than they guarantee job satisfaction.

Studies mentioned in Chapter VI indicate that the same is true for health insurance. Thus bargaining for both basic salary schedules and health insurance programs might best be handled by organizations at the state level, giving district level negotiators more time to spend on other issues including merit and differentiated salaries. It is recommended that state departments of education (or, in Massachusetts, the Advisory Council on Education) study this possibility carefully.

Third, it is recommended that other researchers give more detailed attention in the future to some apparent differences in the perspectives of superintedents and teacher organization leaders. While perspectives are quite similar in some areas, superintendents generally raised more questions about the value of contract provisions on basic salary schedules (single salary schedule format), class size, number of teaching and planning periods, transfer procedures, the school calendar, working hours, and even the collective bargaining process itself. Since superintendents often exert strong influence on the bargaining process, it would be useful to know the degree to which their questioning of certain provisions is stimulated by a more comprehensive view of school operations and conversely by a desire for more

autocratic management authority. With teacher leaders, it might be equally useful to know more about individual views and the way these views are influenced by organization goals. For example, why do some of the teacher leaders in the current study strongly endorse the concept of merit salaries when teacher organizations in general oppose merit programs?

Fourth and last, the suggestion is made that future research be conducted to determine the validity of the negotiation guidelines presented in this study. These guidelines were evolved from comments on past practice in school districts and other organizations. Now the soundness of the guidelines can be judged by observing the effects of their use or of a lack of their use in separate school districts. This would be the next logical step in the process of building a reservoir of knowledge for using collective bargaining as a tool for improvement of educational programs.

The current study ends then as it began--looking forward within the framework of the common interest that school committee members, their superintendents, and teacher organizations have in improving school programs for young-sters. The comprehensive process of collective bargaining can help in the pursuit of that common interest.

APPENDIX I QUESTIONNAIRE

The questionnaire presented on the next six pages is a photostatically reduced copy of the document actually mailed to superintendents and teacher leaders. The original questionnaires were duplicated on letter-size, green mimeograph paper for teachers and on red mimeograph paper for superintendents.

QUESTIONNAIRE ON RELATIONSHIP BETWEEN PROPOSALS FOR CHANGE AND NEGOTIATED PERSONNEL POLICIES DIRECTION Please complete this questionnaire as soon as possible and return it in the provided envelope to -- Ronald Fitzgerald Superintendent of Schools Chestnut Street Amherst, Mass. 01002 Published results of this study will not contain references to specific school systems. 1. Name(s) of school system(s) 2. Grades covered . Approximate total number of pupils 3. Person completing form (name) (position or title) 4. Does your school district have a negotiated contract between the school committee and a teachers' organization? Check one: ____yes; ___no. If "yes," what form of teacher organization? Check one: ____NEA affiliate; ___AFT affiliate; ___other.

NOTE: Please continue to item #5 whether or not your district has a formal negotiated contract. 5. Have personnel policies in any of the following categories affected your school system's adaptability to change or innovation in any way within the past few years? Please list and describe as many specific examples as you can identify for each category. POLICY CATEGORY LIST OF POLICIES WHICH DESCRIPTION OF EFFECTS OF LISTED POLICIES HAVE HAD AN IMPACT ON ON CHANGE OR ON PROPOSALS FOR CHANGE. NOTE: Please review CHANGE OR ON PROPOSALS For each policy that you listed: 1. Indicate whether the policy "aided" FOR CHANGE. the categories listed on each page or "hindered" change by circling the before you begin responding to this appropriate word. 2. Describe how the policy affected what type of change. . question. (Aided) or Hindered SAMPLE ANSWERS Bargained rate for Has provided a stable incentive for (These samples summer curriculum work teacher definition of curriculum change (2.5% of school year would be placed salary) for each week under the category proposals. labeled "budgeting of summer work and sala.ies.") Aided or (Hindered) Single salary schedule Presented an obstruction to differentirelated only to ated staffing experiments in which some experience and training. teachers would receive higher salaries for assuming managerial responsibilities.

staffing.

Resolved by supplementary agreement with teacher organization, an agreement allowing salary differentials for optional experiments in differentiated - 2 -

	- 2 -			
POLICY CATEGORY	LIST OF POLICIES WHICH HAVE HAD AN IMPACT ON CHANGE OR ON PROPOSALS FOR CHANGE.	DESCRIPTION OF ON CHANGE OR ON	EFFECTS (PROPOSAI	DF LISTED POLICIES LS FOR CHANGE.
BUDGETING & SALARIES (types of salary schedules including merit or differenti- ated roles; extra pay for extra duties; systems of budgeting like planning, programming budgeting; schedule for budgeting etc.)		Ai ded	or	Hindered
· •		Aided	or	Hindered
		bobiA	or	Hindered
				,

If more space is needed, attach a supplementary sheet and label it appropriately.

Please continue to page 3.

- 3 -

POLICY CATEGORY	LIST OF FOLICIES WHICH HAVE HAD AN IMPACT ON CHANGE OR ON PROPOSALS FOR CHANGE.	DESCRIPTION OF ON CHANGE OR ON	EFFECTS (PROPOSAI	OF LISTED POLICIES S FOR CHANGE.
TEACHING LOAD (number of periods, class size, relief periods, non-teaching duties, use of aides and specialists, etc.)		Aid ed	or	Hindered
		Aid ed	or	Hindered
•				
		bebia	or	Hindered

If more space is needed, attach a supplementary sheet and label it appropriately.

Please continue to page 4.

- 4 -

POLICY CATEGORY	LIST OF POLICIES WHICH HAVE HAD AN IMPACT ON CHANGE OR ON PROPOSALS FOR CHANGE.	DESCRIPTION OF ON CHANGE OR ON	EFFECTS (PROPOSA)	DF LISTED POLICIES LS FOR CHANGE.
STRUCTURE FOR DECISION MAKING (teacher recruitment procedures, transfer and promotion policies, teacher evaluation procedures, accountability programs, building councils, curriculum committees, joint committees involving parents and/or students, visitation programs to other schools, use of consultants, etc.)		Aided	or	Hindered
		Aided	OT,	Hindered
		Aided	or	Hindered

If more space is needed, attach a supplementary sheet and label it appropriately.

Please continue to page 5.

- 5 -

POLICY CATEGORY	LIST OF POLICIES WHICH HAVE HAD AN IMPACT ON CHANGE OR ON PROPOSALS FOR CHANGE.	DESCRIPTION OF 1 ON CHANGE OR ON		OF LISTED POLICIES LS FOR CHANGE.
FRINGE BENEFITS (sabbaticals and other leaves, insurance coverage, etc.)		Aided	or	Hindered
		Aided	or	Hindered
OTHER WORKING		Aided	or	Hindered
CONDITIONS (working hours, school calendar, after-school meetings, teaching facilities and equipment, professional growth requirements, etc.)	1			
		Aided	or	Hindered

If more space is needed, attach a supplementary sheet and label it appropriately.

Please continue to page 6.

- 6 -POLICY CATEGORY LIST OF POLICIES WHICH DESCRIPTION OF EFFECTS OF LISTED POLICIES HAVE HAD AN IMPACT ON ON CHANGE OR ON PROPOSALS FOR CHANGE. CHANGE OR ON PROPOSALS FOR CHANGE. NEGOTIATION PROCEDURES Aided OF Hindered (membership in bargaining units, conditions of negotiation, scope of negotiations, schedule for negotiations, etc.) Aided or Hindered OTHER Aided or Hindered (any policy which does not seem to fit into one of the above categories.) 6. Do you have a specific suggestion for any policy which you believe would facilitate or encourage one or more worthwhile innovations in public education? If so, please describe your suggestion in detail.

THANK YOU.

APPENDIX II

LETTER TO SUPERINTENDENTS

School Administration Offices Chestnut Street Amherst, Massachusetts 01002 August 31. 1970

Dear Fellow Superintendent:

I am asking your help as I work on a doctoral study designed to make a practical contribution to education by DETERMINING THE RELATIONSHIP BETWEEN NEGOTIATED PERSONNEL POLICIES AND INNOVATION IN EDUCATION. This study has been endorsed by the Bureau of Curriculum Innovation in the State Department of Education. Your response is especially critical and valuable because your school system is one of those with one or more innovative projects described in the KALEIDOSCOPE publication of the Bureau of Curriculum Innovation.

Would you be willing to take a few minutes this week or next to:

- 1. COMPLETE AND MAIL THE RED QUESTIONNAIRE IN THE STAMPED, ADDRESSED ENVELOPE PROVIDED FOR THAT PURPOSE?
- 2. IF AT ALL POSSIBLE, ALSO MAIL UNDER SEPARATE COVER ONE COPY OF THE TEACHER CONTRACT NEGOTIATED IN YOUR DISTRICT? (Even if the contract is not completely up to date, it will be a very helpful resource for the study.)

In advance appreciation for your assistance, I am enclosing a random list of potential school committee proposals for your personal reference. Thank you very much.

Sincerely,

Ron Fitzgerald Superintendent of Schools

RJF:pl enc.

APPENDIX III

LETTER TO TEACHER LEADERS

School Administration Offices Chestnut Street Amherst, Massachusetts 01002 August 31, 1970

Dear Teacher Leader:

I am asking your help as I work on a doctoral study designed to make a practical contribution to education by DETERMINING THE RELATIONSHIP BETWEEN NEGOTIATED PERSONNEL POLICIES AND INNOVATION IN EDUCATION. This study has been endorsed by the Bureau of Curriculum Innovation in the State Department of Education. Your response is particularly critical and valuable because you are a leader in a school system with one or more innovative projects described in the KALEIDOSCOPE publication of the Bureau of Curriculum Innovation.

Would you be willing to take a few minutes this week or next to COMPLETE AND MAIL THE GREEN QUESTIONNAIRE IN THE STAMPED, ADDRESSED ENVELOPE PROVIDED FOR THAT PURPOSE?

In advance appreciation for your assistance, I am enclosing a random list of potential teacher organization bargaining proposals for your personal reference. Thank you very much.

Sincerely,

Ronald Fitzgerald Superintendent of Schools

RJF:pl enc.

APPENDIX IV

BARGAINING SUGGESTIONS FOR SUPERINTENDENTS

R. Fitzgerald August, 1970

SUPERINTENDENT'S RANDOM LIST OF SUGGESTIONS FOR COLLECTIVE BARGAINING

- 1. Management Clause: Include a contract clause stating that the school committee retains the exclusive right to set policies and regulations in all areas for which specific procedures or limits are not defined in the contract.
- 2. Work Year: Relate salary raises to a longer work year, one that includes five or more non-teaching days that can be used for curriculum development and/or in-service programs.
- 3. Work Day: Accompany salary raises with a new definition of a minimum work day (for example teachers leaving no earlier than 4 p.m. rather than 3 p.m.) to gain more time for staff coordination activities. Require that all staff members report for duty not later than two hours after their usual starting time on "snow days."
- 4. Differentiated Roles and Salaries: Insist on the right to pay up to \$2,000 extra to teachers who accept special leadership roles in experiments with new staffing patterns (differentiated staffing, team teaching, etc.).
- 5. Teaching Loads: Refuse to agree to proposals which would specifically limit the number or size of classes handled by an individual teacher; rigidity in this area can be a serious obstruction to experimentation. It would be more prudent to agree to an overall staffing ratio, perhaps one that recognizes teacher equivalents (like aides in differentiated staffing programs) and not just teachers.
- 6. Budgets: Define a policy stating that the school district will not assume financial obligations created by any staff member who fails to comply with budget regulations or limitations defined by the superintendent or his representative. Insure that teachers are required to present all proposals with financial implications for

- a particular budget year well in advance of that budget year, giving ample time for unhurried bargaining and hearings on the budget.
- 7. Ownership of Audio-Visual Materials: State that audio-visual material constructed on school time or with school supplies materials becomes the permanent property of the school system even if the preparing teacher leaves the system.
- 8. <u>Curriculum Committees</u>: Require that all staff members serve on one or more curriculum study committees.
- 9. New Teachers: Require that new teachers report two days earlier than returning teachers for an orientation program.
- 10. Accountability: State that departments and/or individual teachers are responsible for submission of an annual report describing the degree to which students have achieved previously defined instructional objectives.

APPENDIX V

BARGAINING SUGGESTIONS FOR TEACHERS

R. Fitzgerald August, 1970

TEACHER'S RANDOM LIST OF SUGGESTIONS FOR COLLECTIVE BARGAINING

- 1. Management Participation: Seek the right to consult with the school committee prior to its adoption of any policies or regulations on working conditions not covered in the contract.
- 2. Work Year: Seek the addition of five or more non-teaching days to the teacher calendar with a pro-rated increase in salary to provide more time for curriculum development and/or in-service programs.
- 3. Work Day: Set a maximum length to the required work day, one that sets a reasonable limit on the total number of late afternoon and/or evening meetings that a teacher can be required to attend without extra pay.
- 4. Differentiated Roles and Salaries: Require that differentiated or other major staffing experiments be optional for teachers already employed in traditional staffing patterns, that no professional staff members be dismissed to make such major experimentation possible, and that salaries of all certified teachers in experimental programs be equal to or higher than salaries of teachers in traditional programs.
- 5. Teaching Loads: Be sure that differentiated staffing experiments do not simply reduce staffing ratios; seek policies which guarantee that minimum ratios will be maintained through the use of teachers and any mutually accepted teacher equivalents (like several aides replacing one of the teachers in a differentiated team).
- 6. Budgets: Seek an annual financial commitment to research and development grants equal to 1% of the annual operating budget. Ask that grants be awarded annually on the judgment of a joint council with significant teacher membership.
- 7. Ownership of Video Tapes: Establish that, when a teacher

leaves employment in the district, he may require that any video tapes in which he appears be erased unless an opposite agreement has been signed by him.

- 8. Curriculum Committees: State that no major curriculum changes will be approved by the school committee before teachers who would be involved in the changes have been given an opportunity to express their views on the matter.
- 9. New Teachers: Ensure that the teacher organization is provided with time for a presentation to all new staff members in the pre-school orientation program.
- 10. Accountability: Define a reporting structure that portrays department or team accomplishments with pupils and avoids the use of pupil achievement statistics to compare one teacher with another.

APPENDIX VI

FIRST FOLLOW-UP POSTCARD

A postcard with the following message was mailed to superintendents. A similar postcard concerning green questionnaires was mailed to teacher leaders.

September 14, 1970

Dear Fellow Superintendent:

If you have not already done so, could you complete and mail your <u>red questionnaire on personnel</u> <u>policies and innovation</u> by the end of this week? Your considered response is critical to a study which could be helpful to all educators in Massachusetts.

Thanks,

P.S. If you need an additional questionnaire, let me know, and I'll mail one at once.

Ron Fitzgerald Superintendent of Schools Chestnut Street Amherst, Mass. 01002. Tel. 1-413-549-3690

APPENDIX VII

FOLLOW-UP LETTER

Superintendent of Schools School Administration Offices Chestnut Street Amherst, Mass. 01002 October 7, 1970

Dear Fellow Superintendent:

Information from your district is critical to the completion of my study on THE RELATIONSHIP BETWEEN NEGOTIATED PERSONNEL POLICIES AND INNOVATION IN EDUCATION. I apologize for bothering you with another request since I am certainly aware of the time pressures you face. However I sincerely believe that the published results of this study will please you and make your investment of time worthwhile by providing you with a practical resource tool for collective bargaining. Can you find time to complete at least a few of the points that you consider to be highlights on the questionnaire?

Please let me know the status of the RED QUESTIONNAIRE forwarded to you earlier by checking and mailing the enclosed postcard. Thanks.

Sincerely,

RJF:dw

Ron Fitzgerald Superintendent of Schools

A similar letter was mailed to teacher leaders with the following postscript (using the word "association" or the word "union" as appropriate) added:

P.S. If you have left the presidency of your Local Association since your State Association provided me with your name and address, please do me the favor of forwarding my material to the new president.

APPENDIX VIII

SECOND FOLLOW-UP POSTCARD

A postcard with the following message was mailed to superintendents with the letter shown in Appendix VII. A similar postcard concerning green questionnaires was mailed to teacher leaders.

CHECK AND COMPLETE AS APPROPRIATE: District
I have the RED QUESTIONNAIRE and plan to complete and mail it by (date) Please forward another questionnaire to:
I shall complete and mail (name) it by (date) (title)
I am sorry; I simply can not find time to complete the questionnaire.

APPENDIX IX

LIST OF RESPONDING SCHOOL DISTRICTS

An "S" in the parentheses after the name of a Massa-chusetts school district indicates that the superintendent or his representative offered comments to the study. A "T" indicates that the teacher organization leader from the district offered comments.

Acton-Boxborough Regional District (T)
Adams-Cheshire Regional District (S and T)
Amherst-Pelham Regional District (S and T)
Arlington Public Schools (S)
Attleboro Public Schools (S and T)

Auburn Public Schools (S)
Bedford Public Schools (T)
Belmont Public Schools (S)
Berkshire Hills Regional District (S and T)
Braintree Public Schools (S and T)

Bridgewater Public Schools (T)
Bridgewater-Raynham Regional District (T)
Brookline Public Schools (T)
Concord Public Schools (T)
Dartmouth Public Schools (S)

Dover-Sherborn Regional District (S)
Dracut Public Schools (S)
Easton Public Schools (S)
Fairhaven Public Schools (S)
Fall River Public Schools (S)

Falmouth Public Schools (S)
Fitchburg Public Schools (S)
Framingham Public Schools (S)
Gateway Regional District (T)
Greenfield Public Schools (S)

Hamilton-Wenham Regional District (S and T) Hampden-Wilbraham Regional District (S and T) Hingham Public Schools (S) Holyoke Public Schools (S) Ipswich Public Schools (S)

Lexington Public Schools (S and T)
Lincoln-Sudbury Regional District (S)
Longmeadow Public Schools (S and T)
Lunenburg Public Schools (S and T)
Lynn Public Schools (S and T)

Masconomet Regional District (S) Mohawk Trail Regional District (T) Montague Public Schools (S) Narragansett Regional District (S) Needham Public Schools (S)

New Bedford Public Schools (S)
Newton Public Schools (S and T)
Northampton Public Schools (S and T)
North Reading Public Schools (T)
Oxford Public Schools (S)

Pioneer Valley Regional District (S)
Pittsfield Public Schools (S and T)
Quincy Public Schools (S and T)
Rockland Public Schools (S)
Rockport Public Schools (S)

Seekonk Public Schools (S and T)
Sharon Public Schools (S)
Somerville Public Schools (S)
Southbridge Public Schools (S)
Southern Berkshire Regional District (S and T)

Spencer Public Schools (S)
Stoneham Public Schools (T)
Sudbury Public Schools (S)
Swampscott Public Schools (T)
Tantasqua Regional District (S)

Wakefield Public Schools (S)
Ware Public Schools (S and T)
Wellesley Public Schools (S)
West Boylston Public Schools (S)
Westfield Fublic Schools (S)

Westford Public Schools (S)
Weston Public Schools (T)
West Springfield Public Schools (S)
Williamstown Public Schools (S and T)
Winthrop Public Schools (S and T)
Worcester Public Schools (S)

BIBLIOGRAPHY

- "Advisory Commission's Conclusions on Labor Relations."

 <u>Educators Negotiating Service</u>, May 1, 1970,
 enclosure.
- Allen, Patricia R., ed. <u>Kaleidoscope 1</u>. Commonwealth of Massachusetts: Department of Education, Fall, 1969.
- Allen, Patricia R., and Powell, Helen, ed. <u>Kaleidoscope 3</u>. Commonwealth of Massachusetts: Department of Education, Summer, 1970.
- Archer, Clifford P. "In-service Education." Encyclopedia of Educational Research. 3rd ed., pp. 702-710.
- Brickell, Henry M. "State Organization for Educational Change: A Case Study and A Proposal." <u>Innovations in Education</u>. Edited by Matthew B. Miles. New York: Teachers College Press, 1964.
- Bridges, Edwin M. "Subjective and Objective Aspects of Demands for Involvement." Administrator's Notebook, XVII (February, 1969), published by the Midwest Administration Center at the University of Chicago.
- "Curriculum Review in Negotiation Agreements." NEA Research Bulletin, Vol. 48, No. 4 (1970), pp. 106-108.
- Donovan, Bernard E. "Effects of Negotiations on Selected School Districts." The Educational Informer, Vol. III, No. 2 (1970), pp. 3-4.
- Gallaher, Art, Jr. "Directed Change in Formal Organizations:
 The School System." Change Processes in the Public Schools. Eugene, Oregon: The Center for the Advanced Study of Educational Administration, 1965, pp. 37-51.
- Goodlad, John I. "Classroom Organization." Encyclopedia of Educational Research. 3rd ed., pp. 221-226.
- Goodlad, John I. "The Educational Program to 1980 and Beyond." Innovations for the Elementary School in the IDEA Reprint Series. Melbourne, Florida: IDEA, undated.

- Griffiths, Daniel E. "Administrative Theory and Change in Organizations." Innovations in Education. Edited by Matthew B. Miles. New York: Teachers College Press, 1964.
- Hartley, Harry J. PPBS: Current Research and Programmatic Implications for Collective Negotiations. Paper presented to the 1968 Annual Meeting of the American Educational Research Association. ERIC Document ED 018 856, February, 1968.
- "Joint Committees Established in Comprehensive Classroom Teacher Agreements." Negotiation Research Digest, Vol. 3, No. 6 (1970), pp. 16-25.
- Lambert, Sam M., and Iwamoto, David. "Teaching Load."

 <u>Encyclopedia of Educational Research</u>. 3rd ed.,

 pp. 1496-1502.
- LaPlante, James Clayton. School District Innovativeness and Expectations for The School Board Role. Report to the American Educational Research Association. ERIC Document ED 013 499, February, 1967.
- Lieberman, Myron, and Moskow, Michael H. <u>Collective Negotiations for Teachers</u>. Chicago: Rand McNally & Company, 1966.
- Love, Thomas Michael. "The Impact of Teacher Negotiations on School System Decision-Making." Unpublished Ph.D. dissertation, University of Wisconsin, 1968.
- Lunney, Gerald H. "The Construction of Questionnaires for Surveys in Education." Mimeographed research paper, University of Massachusetts: Department of Education, Spring, 1970.
- MacAdam, Phillis A., and Fuller, Elisabeth, ed. <u>Kaleido-scope 2</u>. Commonwealth of Massachusetts: Department of Education, Spring, 1970.
- Merit Provisions in Teachers' Salary Schedules, 1969-70.

 Research Memo 1970-7. Washington, D.C.: National Education Association, April, 1970.
- Miles, Matthew B. "On Temporary Systems." <u>Innovations in Education</u>. Edited by Matthew B. Miles. New York: Teachers College Press, 1964.

- Miles, Matthew B. "Some Properties of Schools as Social Systems." Change in School Systems. Washington, D.C.: National Training Laboratories of the National Education Association, 1967, pp. 1-29.
- Miller, William C., and Newbury, David N. <u>Teacher Negotiations</u>, A Guide for Bargaining Teams. West Nyack, New York: Parker Publishing Company, Inc., 1970.
- Myers, Donald A. <u>Decision Making in Curriculum and Instruction</u>. Dayton, Ohio: Institute for Development of Educational Activities, 1970.
- "1969-70 Survey of Written Negotiation Agreements." Negotiation Research Digest, Vol. 3, No. 10 (1970), pp. 28-33.
- Perry, Charles R., and Wildman, Wesley A. The Impact of Negotiations in Public Education: The Evidence from the Schools. Worthington, Ohio: Charles A. Jones Publishing Company, 1970.
- Rehmus, Charles M., and Wilner, Evan. The Economic Results of Teacher Bargaining: Nichigan's First Two Years.

 Report from the Institute of Labor and Industrial Relations at the University of Michigan and Wayne State University. ERIC Document ED 025 026, May, 1968.
- Rogers, Everett M. "What Are Innovators Like?" Change Processes in the Public Schools. Eugene, Oregon: The Center for the Advanced Study of Educational Administration, 1965, pp. 55-61.
- Rosen, Hjalmar. "Occupational Motivation of Research and Development Personnel." <u>Personnel Administration</u>, Vol. 26, No. 2 (1963), pp. 37-43.
- Slichter, Sumner H.; Healy, James J.; and Livernash, E. Robert. The Impact of Collective Bargaining on Management. Washington, D.C.: The Brookings Institute, 1960.
- Smith, Edward W.; Krouse, Stanley W., Jr.; and Atkinson, Mark M. The Educator's Encyclopedia. Englewood Cliffs, N.J.: Prentice-Hall, Inc., 1961.
- "Survey Research Methods." <u>Encyclopedia of Educational</u> <u>Research</u>. 1960. Third edition.

- "Teacher Involvement in Curriculum Decision-Making."

 <u>Secondary Curriculum Letter</u>, Vol. 9, No. 2 (1969),
 published by Croft Educational Services, Inc., in
 New London, Conn., p. 1.
- "The ESB of Teacher Salaries." Salary and Merit, September, 1970, p. 14.
- "Toward Total Accountability." American Teacher. March, 1971.
- "What Are Teachers Negotiating?" Negotiation Research Digest, Vol. 3, No. 6 (1970), pp. 15-28.
- Wynn, Richard. "Collective Margaining." Phi Delta Kappan, LI, No. 8 (1970), pp. 415-419.
- Zax, Manual. "Outstanding Teachers: Who Are They?" The Clearing House, Vol. 45, No. 5 (1971), pp. 285-289.

