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**IMPLICATIONS OF NEGOTIATED TEACHER AGREEMENTS FOR
CURRICULUM AND INSTRUCTION IN TENNESSEE**

East Tennessee State University

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**IMPLICATIONS OF NEGOTIATED TEACHER AGREEMENTS
FOR CURRICULUM AND INSTRUCTION IN TENNESSEE**

**A Dissertation
Presented to
the Faculty of the Department of Supervision and Administration
East Tennessee State University**

**In Partial Fulfillment
of the Requirements for the Degree
Doctor of Education**

**by
Marilyn A. Hankins
May, 1982**

Abstract

IMPLICATIONS OF NEGOTIATED TEACHER AGREEMENTS FOR CURRICULUM AND INSTRUCTION IN TENNESSEE

by

Marilyn A. Hankins

The purpose of this study was to analyze the negotiated teacher contracts in effect for some portion of the 1980-81 school year in Tennessee to determine the extent and nature of items relating to curriculum and instruction negotiated in the teacher contracts. Using an instrument entitled, "A Taxonomy for the Analysis of Collective Bargaining Agreements with Regard to Implications for Curriculum and Instruction" devised by Raymond E. Babineau, the following information was obtained: the uses made of the terms curriculum and instruction; the elements of articles relating to curriculum, instruction, and evaluation; the percentage of negotiated teacher contracts containing curriculum, instruction, and/or evaluation articles; and correlations between the number of curriculum, instruction, and/or evaluation articles and specific school system characteristics.

A total of sixty-five teacher contracts made up the population of the study. The data were classified, quantified, and compared. The Pearson Product Moment Correlation formula was applied to determine the relationship between the school system characteristics and the number of curriculum and instruction items in the contracts.

The findings of this study were: 1. The terms curriculum and instruction were most frequently used as the modifier of a noun with a basic consistency in the definition of each term. 2. Some 49.23 percent of the contracts analyzed contained items relating to curriculum with the area of a curriculum council highest in frequency. 3. One-hundred percent of the contracts analyzed included instruction items with the areas of student discipline and working conditions highest in frequency. 4. Some 81.53 percent of the contracts included evaluation items with the summative evaluation of teachers highest in frequency. 5. A significant relationship at the .20 level was found between the maximum teacher salary and the number of instruction items. 6. A significant relationship at the .10 level was found between the average teacher salary and the number of instruction items. 7. A significant relationship at the .10 level was found between the expenditure per pupil and the number of instruction items.

The following conclusions were supported by the findings of the study: 1. The terms curriculum and instruction were used primarily as modifiers of persons and things with curriculum suggesting a plan and

instruction a methodology. 2. School systems having a higher maximum teacher salary in 1980-81 tended to have a significantly greater number of instructional items included in their 1980-81 negotiated teacher contracts. 3. School systems having a higher average teacher salary in 1980-81 tended to have a significantly greater number of instructional items included in their 1980-81 negotiated teacher contracts. 4. School systems having a higher per pupil expenditure in 1980-81 had significantly more instructional items in their 1980-81 negotiated teacher contracts'.

ACKNOWLEDGMENTS

The writer wishes to express appreciation to the members of her doctoral committee for their assistance and guidance in this research. A special debt of gratitude is owed to Dr. Cavit Cheshier who suggested the research project and offered encouragement and guidance during its completion. Special thanks is given to Mrs. Nancy Johnson and the staff of the Tennessee Education Association who so graciously aided in obtaining contract copies and related legal and statistical information. Special appreciation is expressed to Mr. Jim Counts for his advice and assistance with the financial statistics. The writer also wishes to thank Mrs. Nancy Jewell for her help in the preparation and typing of the dissertation.

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Chapter 1

INTRODUCTION

Negotiation is becoming an important force in school management in the State of Tennessee. With the emergence of negotiation, a new group--organized teachers--has been introduced into the educational decision-making process. This legitimization of teacher influence with its mandate of participation has given teachers the opportunity to significantly influence not only traditional contract provisions such as salary, fringe benefits, and grievance procedures but also curriculum, instruction, and evaluation provisions. These provisions include such items as class size, curriculum councils, and inservice education. Questions of the negotiability of such provisions have been raised. Some authorities such as Keith Eiken have maintained that the traditional labor-management negotiation model is inadequate for resolution of curriculum problems.¹ His position is supported by David Smith who argued that the instructional program of a school system should not be a topic for negotiation as the needs of parents, teachers, and students often differ.² Other writers have taken the opposing viewpoint. Girard Hottleman, writing on the subject of curriculum and instruction negotiations commented:

¹Keith Eiken, "Teachers Unions and the Curriculum Change Process," Educational Leadership, December, 1977, p. 174.

²David C. Smith, "What's Negotiable?", National Elementary Principal, March-April, 1974, p. 75.

Are items relating to the improvement of curriculum and instruction proper to the negotiation arena? The answer is an unequivocal yes.

The major objective of any school system is to assure the optimum education of each child. Teachers are employed as the chief effectors of that central purpose. The primary substance by which that goal is achieved is curriculum and the essential method is instruction. In view of this, curriculum and instruction are certainly essential matters for teacher concern and, in negotiation language, make up the bulk of the teacher's working conditions.³

David Selden supported this view by maintaining that the experience and judgment of teachers were invaluable resources in curriculum planning and that bargaining the curriculum determination process was a means to insure teacher representation.⁴

Many factors influence the negotiability of an issue. Primary among these are the statutory limitations existing in the language of the state law governing public employee and/or teacher negotiations. Another factor is the influence of the precedent-setting judicial decisions on scope of bargaining made by the courts and also those of the National Labor Relations Board relative to private sector employees. In addition, court decisions relative to teacher negotiations in a given state have often influenced decisions by courts in other states. Some other sources of influence include existing laws, rules, and regulations governing education in a particular state, and some very practical limitations on the fiscal and managerial authority of school boards. Finally, the limitation on the teachers' right to strike

³Girard Hottleman, "Negotiation in Curriculum and Instruction: Another Stop Up the Professional Ladder," in Negotiating for Professionalization, TEPS Conference, Washington, D. C., June, 1970, p. 55.

⁴David Selden, "How Fares Curriculum in Collective Bargaining?", Educational Leadership, October, 1975, p. 28.

provides restrictions on the scope of bargaining.

While points of view differ on the appropriateness of negotiating curriculum and instruction items, and while a variety of factors influence the decision of negotiability, such items continue to appear in negotiated teacher contracts. It seemed appropriate to investigate the extent and nature of such items in negotiated teacher contracts in Tennessee.

The Problem

The Statement of the Problem

The problem of this study was to analyze the negotiated teacher contracts in effect for some portion of the 1980-81 school year in the State of Tennessee to determine the extent and nature of items relating to curriculum and instruction negotiated into teacher contracts.

Hypotheses

The following were hypotheses for this study.

There will be a positive relationship between:

H₁: the size of the school system and the number of curriculum items in negotiated teacher contracts.

H₂: the size of the school system and the number of instruction items in negotiated teacher contracts.

H₃: the size of the school system and the number of evaluation items in negotiated teacher contracts.

H₄: the number of years of negotiation in a school system and the number of curriculum items in negotiated teacher contracts.

H₅: the number of years of negotiation in a school system and

the number of instruction items in negotiated teacher contracts.

H₆: the number of years of negotiation in a school system and the number of evaluation items in negotiated teacher contracts.

H₇: the maximum annual teacher salary and the number of curriculum items in negotiated teacher contracts.

H₈: the maximum annual teacher salary and the number of instruction items in negotiated teacher contracts.

H₉: the maximum annual teacher salary and the number of evaluation items in negotiated teacher contracts.

H₁₀: the average annual teacher salary and the number of curriculum items in negotiated teacher contracts.

H₁₁: the average annual teacher salary and the number of instruction items in negotiated teacher contracts.

H₁₂: the average annual teacher salary and the number of evaluation items in negotiated teacher contracts.

H₁₃: the expenditure per pupil in average daily attendance and the number of curriculum items in negotiated teacher contracts.

H₁₄: the expenditure per pupil in average daily attendance and the number of instruction items in negotiated teacher contracts.

H₁₅: the expenditure per pupil in average daily attendance and the number of evaluation items in negotiated teacher contracts.

H₁₆: the expenditure per pupil in average daily attendance for instructional supplies and materials and the number of curriculum items in negotiated teacher contracts.

H₁₇: the expenditure per pupil in average daily attendance for instructional supplies and materials and the number of instruction

items in negotiated teacher contracts.

H₁₈: the expenditure per pupil in average daily attendance for instructional supplies and materials and the number of evaluation items in negotiated teacher contracts.

H₁₉: the total expenditures for instruction and the number of curriculum items in negotiated teacher contracts.

H₂₀: the total expenditures for instruction and the number of instruction items in negotiated teacher contracts.

H₂₁: the total expenditures for instruction and the number of evaluation items in negotiated teacher contracts.

Significance of the Study

With the passage of the Education Professional Negotiations Act in 1978 in the State of Tennessee, negotiations between public school teachers and local boards of education became a reality. While eight specific areas were designated in the law as mandatory subjects for negotiations, the results of negotiations appear to have had an impact on a wide variety of additional issues. To date no comprehensive study examining the impact of professional negotiations under the Education Professional Negotiations Act in Tennessee on the number and kind of curriculum and instruction items included in negotiated teacher contracts has been done. Such studies to determine the relationship between negotiations and curriculum and instruction have been done in a very limited number of states including Michigan, Wisconsin, New York, and Pennsylvania.

The data collected in this study from the 1980-81 negotiated teacher contracts provide a data base for any future investigations into the relationship between the negotiations process and selected curriculum and instruction items in Tennessee's negotiated teacher contracts. The 1980-81 contract year represented the second year of negotiations under the Education Professional Negotiations Act of 1978, and as a result the second negotiated contract for some 94 percent of the sixty-five contracts analyzed. The identification of items related to curriculum and instruction as well as a determination of the nature of these items provides information for teachers, school administrators, board of education members, and all those interested in the effects of the negotiated teacher contracts on school management as it relates to curriculum and instruction. The findings of the study should serve as a guide for suggestions of provisions related to curriculum and instruction for future contracts, as well as an overview of the presence of such items in the 1980-81 negotiated teacher contracts. Such school system characteristics as teacher salaries and expenditures per pupil may influence or be influenced by the extent and nature of curriculum and instruction items in the negotiated contract. The data from this study should not only provide insight into present contract provisions but also provide guidance for future consideration. The potential for educational improvement in curriculum and instruction through the negotiation process in Tennessee may be enhanced by the availability of data such as this study can provide.

Assumption

It was assumed that the "Taxonomy for the Examination of Collective Bargaining Agreements With Regard to Implications for Curriculum and Instruction" was an instrument which provided a valid way to measure the extent and to indicate the nature of curriculum and instruction items in negotiated teacher contracts.⁵

Limitations

1. The study was limited to analysis of sixty-five written negotiated contracts between teacher organizations and boards of education in Tennessee in force for some portion of the 1980-81 academic school year.

2. The review of literature for this study was limited in content to those existing materials established by an ERIC computer search and available in the East Tennessee State University library, through inter-library loan, the University of Tennessee library, and the files and library of the Tennessee Education Association.

Definitions of Terms

The following definitions were used for the purpose of the study:

Average annual teacher salary The average annual teacher salary paid in a school system for the time period of July 1, 1980, through

⁵Raymond Babineau, "An Examination of Collective Bargaining Agreements in Pennsylvania With Regard to Implications for Curriculum and Instruction" (Ed.D. dissertation, Temple University, 1977), pp. 86-90.

June 30, 1981, as reported in the Annual Statistical Report for the year ending June 30, 1981.⁶

Curriculum A written plan depicting the scope and arrangement of the projected educational program.⁷

Curriculum Planning Consists of all the processes necessary to plan for and to write a curriculum.⁸

Curriculum System A system that includes the curriculum and the policies, procedures, processes, personnel and documents attendant to producing a curriculum.⁹

Diagnostic and Placement Evaluation A type of evaluation used to place the student properly at the onset of instruction or to discover the underlying causes of deficiencies in student learning as instruction unfolds.¹⁰

Evaluation The process of delineating and obtaining information and making judgments in order to determine how well a curriculum performs or how effective instruction is.

Evaluation System A system that includes the policies, procedures, processes, personnel and documents attendant to evaluation.¹¹

Expenditures per pupil in average daily attendance The total current expenditures in a school system for July 1, 1980, through

⁶Annual Statistical Report of the Department of Education for the Scholastic Year Ending June 30, 1981, (Nashville, Tennessee: Educational Dissemination and Printing).

⁷George A. Beauchamp, Curriculum Theory (Wilmette, Illinois: Kaag Press, 1975), p. 196.

⁸Beauchamp, p. 204. ⁹Babineau, p. 8.

¹⁰Beauchamp, pp. 87-115. ¹¹Babineau, p. 9.

June 30, 1981, including administration, instruction, pupil transportation, operation and maintenance of plant, fixed charges, and other services divided by the average daily attendance for the school system. The total current expenditures and average daily attendance are reported in the Annual Statistical Report for the year ending June 30, 1981.

Expenditures per pupil in average daily attendance for instructional supplies and materials The total expenditures for instructional supplies and materials in a school system for July 1, 1980, through June 30, 1981, including general instructional supplies, textbooks, library and audio-visual materials; instructional supplies and materials for the handicapped; and instructional supplies and materials for vocational education divided by the average daily attendance for the school system. The expenditures and average daily attendance are reported in the Annual Statistical Report for the year ending June 30, 1981.

Formative Evaluation A type of evaluation involving the systematic collection of appropriate information for the evaluation of curriculum, instruction and/or student achievement for the purpose of improving the process or product.¹²

Instruction The pupil-teacher interaction dealing with the curriculum to assist the student in the learning process.

Instruction System A system that includes the act of teaching and the policies, processes, personnel and documents attendant to

¹²Benjamin Bloom, J. Thomas Hastings, George Madaus, et al., Handbook on Formative and Summative Evaluation of Student Learning (New York: McGraw Hill Book Co., 1971), pp. 117-138.

instruction.¹³

Maximum annual teacher salary The teacher salary paid in a school system for the time period of July 1, 1980, through June 30, 1981, based on fifteen years of teaching experience and a Master's degree as reported in Salary Schedules of Classroom Teachers in Tennessee Public Schools 1980-81.¹⁴

Memorandum of Agreement A written memorandum of understanding arrived at by the representatives of the board of education and a recognized professional employees' organization, which shall be presented to the board of education and to the membership of such organization for ratification or rejection.¹⁵

Negotiated teacher contract A ratified agreement between the professional employees' organization and the board of education.

Negotiations¹⁶ That process whereby the chief executive of a board of education or such representatives as it may designate, and representatives of a recognized professional employees' organization meet at reasonable times and confer, consult, discuss, exchange information, opinions and proposals, in a good faith endeavor to reach

¹³Babineau, p. 9.

¹⁴Salary Schedules of Classroom Teachers in Tennessee Public Schools 1980-81, Research Bulletin 1980-R6, (Nashville, Tennessee: Tennessee Education Association).

¹⁵Education Professional Negotiations Act, Tennessee Code Annotated 1980 Cumulative Supplement, Volume 9, Chapter 55, Section 49-5503, pp. 114-115.

¹⁶In Tennessee the term professional negotiations is generally used. The terms collective bargaining and collective negotiations are often found in the literature. For the purpose of this study these three terms were used interchangeably with no distinction in definition.

agreement on matters within the scope of discussions, and incorporate such agreements into a written agreement.¹⁷

Professional Employee Any person employed by any local board of education in a position which requires a certificate issued by the state department of education for service in public elementary and secondary schools of Tennessee, supported in whole or in part, by local, state or federal funds.¹⁸

Professional Employee Organization Any organization with membership open to professional employees (as defined above) in which such employees participate and which exists for the purpose in whole or in part, of dealing with boards of education concerning, but not limited to, grievances, wages, hours of employment or conditions of work.¹⁹

Professional Negotiations Act of 1978 The Tennessee state law governing negotiations of professional school employees as cited in Tennessee Code Annotated 1980 Cumulative Supplement, Volume 9, Chapter 55, pages 114-123.

Summative Evaluation A type of evaluation involving the systematic collection of appropriate information for the evaluation of curriculum, instruction and/or student achievement directed toward a general assessment or appraisal of the worth of the outcomes of any of the processes or products.²⁰

¹⁷Education Professional Negotiations Act, pp. 114-115.

¹⁸Education Professional Negotiations Act, pp. 114-115.

¹⁹Education Professional Negotiations Act, pp. 114-115.

²⁰Bloom, et al., Handbook of Formative and Summative Evaluation, pp. 117-138.

Total expenditures for Instruction Total expenditures for instruction in a school system for July 1, 1980, through June 30, 1981, including principal, supervisors, teacher and substitute teacher salaries, and other instructional salaries; travel expenses of instructional personnel; contracted instructional services; instructional supplies, textbooks, library and audio-visual materials; and miscellaneous instructional expenses as reported in the Annual Statistical Report for the year ending June 30, 1981.

Procedure

Research about the history of teacher negotiations; the scope of teacher negotiations; and positions, comments, and research relative to the negotiation of curriculum and instruction items was conducted. A review of the literature was then written.

A listing of the negotiating local teacher organizations in Tennessee and their recognition dates was obtained from the Tennessee Education Association. Copies of negotiated teacher contracts in effect for some portion of the 1980-81 year were then secured from local teacher organization presidents or from the files of the Tennessee Education Association. For the purpose of determining the content analysis of these negotiated teacher contracts an instrument entitled, "A Taxonomy for the Analysis of Collective Bargaining Agreements with Regard to Implications for Curriculum and Instruction" was used. The instrument was devised by Raymond E. Babineau in 1977.

Large summary charts were drawn to use in the notation of the categories. The teacher contracts were then analyzed on the basis of

the instrument. As a result of the categorization and analysis, the uses made of the terms curriculum and instruction were reported. Elements of articles in the negotiated teacher contracts relating to curriculum, instruction, and teacher and student evaluation were then identified. From these data the percentage of negotiated teacher contracts containing curriculum, instruction, and/or evaluation articles was stated. Correlations between the number of curriculum, instruction, and/or evaluation articles and specific school system characteristics were then reported. Finally implications and the need for further research were discussed.

Organization of the Study

Chapter 1 includes the introduction, the statement of the problem, the significance of the study, the hypotheses, an assumption, the limitations, the definitions of terms, the procedure, and the organization of the study.

Related literature is reviewed in Chapter 2.

The research method and instruments used in the study are described in Chapter 3.

Chapter 4 includes the data and the findings.

The summary, conclusions, and recommendations are given in Chapter 5.

Chapter 2

REVIEW OF LITERATURE

With the signing a professional negotiations law for teachers in March of 1978, Tennessee became the first Southern state to have a law specifically for teachers governing the negotiation process between school boards and local teacher organizations. Some sixty local representative teacher groups in Tennessee gained recognition for bargaining under the election procedures of the law in 1979. Since the passage of the law numerous questions have been raised relative to the scope of the negotiations. This is not just an issue in Tennessee, but is an issue throughout the United States wherever teachers and school boards negotiate contracts. In the late 1960's a few articles in professional journals dealt with the issue of curriculum negotiations. Be the mid 1970's the issue seemed to surface again and the intensity of the debate grew. The October, 1976, issue of Educational Leadership, the official publication of the Association of Supervision and Curriculum Development, focused on curriculum negotiations.

The articles of the late sixties and early seventies were primarily editorial comments relative to the inappropriateness of the labor-management model for curriculum development. In the last six years research done by professional organizations as well as by individuals for doctoral dissertations provided an examination of the subject of negotiability of curriculum based on experiences in several states with negotiation bargaining laws. The periodical literature as well as related chapters in books often dealt with the issues of

negotiating curriculum and instruction. The passage of the professional negotiations law in Tennessee in 1978 and the experience gained in the negotiations process since that time have created an interest in the subject.

The literature reviewed in this chapter was focused on the issue of negotiating curriculum and instruction. Included were recent periodical literature, related research findings, position statements by national and state organizations involved in public education, legal opinions and/or rulings, and written comments by persons who had through research and/or experience gained expertise in negotiations as they relate to curriculum and instruction. Not included in this review of literature are the vast references to negotiations or collective bargaining in general or to the many other issues such as salary, fringe benefits, and grievance procedures which are negotiable. Whenever possible the literature was focused on negotiation of curriculum and instruction in Tennessee.

Negotiations in Education

As T. M. Stinnett, Jack Kleinmann, and Martha Ware noted, it was necessary to consider the legal bases for collective bargaining for public employees as a whole and then consider the development of collective bargaining with regard to public school employees.¹ This review had as its focus collective bargaining in the public sector as a

¹T. M. Stinnett, Jack H. Kleinmann, Martha L. Ware, Professional Negotiation in Public Education (New York: The Macmillan Company, 1966), p. 21.

precedent and the collective bargaining for public school employees with specific attention on the negotiability of curriculum and instruction.

Collective bargaining came more slowly in the public sector than it had in the private sector. Public employees had sought to improve their working conditions through the lobbying process to gain legislation in their favor. Public school employees were a primary example of this situation as legislation in many states provided for retirement programs, minimum salary schedules, and job tenure. These were several goals that public school employees might have sought through bargaining, but they had been gained instead through state legislation. The real impetus for public sector bargaining came with the establishment by President Kennedy in 1961 of a task force to study and make recommendations for improvement in federal labor-management relations. Executive Order 10988 issued in January, 1962, resulted from these recommendations.

As described by Myron Lieberman and Michael Moskow this order

guarantees federal employees the right to join organizations of their choice. Such organizations are to be accorded informal, formal, or exclusive recognition, depending upon the proportion of eligible federal employees they represent. If a majority of eligible employees in a federal agency designate a particular organization as their representative, the organization is granted exclusive recognition, and the agency head is required to meet and confer with it with respect to personnel policies and working conditions. Executive Order 10988 contemplates the negotiation of collective agreements with the exclusive representative of the federal employees, with such agreements being incorporated into written documents.²

It was Executive Order 10988 for federal employees that provided the stimulus for the development of collective bargaining laws at the

²Myron Lieberman, Michael H. Moskow, Collective Negotiations For Teachers (Chicago: Rand McNally and Company, 1966), p. 83.

state level for local and state employees. This is not to say that there had been no collective bargaining with public employees prior to 1962. As Moskow and Lieberman noted, Philadelphia, Pennsylvania, as early as 1937 had bilateral agreements with public employee organizations.³ Robert L. Walter commented on the efforts of the teachers of Norwalk, Connecticut, to engage in collective bargaining with their board of education from 1946 through 1951. Finally the Connecticut Supreme Court of Errors in the June term of 1951 ruled that a board of education does have the authority to engage in collective bargaining with its employees if it so desires. In short this Connecticut case established the precedent of permissive collective bargaining with public school employees as Connecticut law did not forbid it.⁴

In 1961 Wisconsin passed a law authorizing local governments to negotiate with employee organizations elected to represent them. According to Moskow and Lieberman, by 1964 fifteen states had authorization legislation and four other states had legislation requiring negotiation rights for public employees. In states such as Wisconsin and Michigan teachers were covered in the legislation for all public employees. In other states such as Connecticut and Washington teachers were covered under a separate law.⁵

While Norwalk, Connecticut, established the legal precedent, Walter described the winning of bargaining rights by the United Federation of

³Lieberman, Moskow, pp. 84-85.

⁴Robert L. Walter, The Teacher and Collective Bargaining (Lincoln, Nebraska: Professional Educators Publications, Inc., 1975), p. 14.

⁵Lieberman, Moskow, p. 85.

Teachers in New York City in 1960 as the most important single happening to stimulate the movement.

This event was marked by a strike. The teachers demanded that the board accept the principle of collective bargaining and provide for a means of determining who should represent teachers in such negotiations. The board first agreed in principle to negotiations, and then later, after continued pressure, established a basis by which an election was held. The purpose of this election was to enable teachers to choose their bargaining agent.⁶

With this election of the United Federation of Teachers to represent the more than 30,000 teachers of New York City, interest in collective bargaining increased throughout the United States beginning in the metropolitan school systems. Thus 1960 does mark an important beginning for collective bargaining in public education.

Many developments have occurred in collective negotiations for public school employees since the early days of the movement in the 1960's. Lieberman stated that by 1979 at least thirty-two states provided teachers with bargaining rights and that at least 60 percent of teachers nationwide worked under negotiated contracts.⁷ By the mid-1970's there was an effort to gain passage of a federal collective bargaining law for public employees. Robert Chanin indicated that

to date, the regulation of public-sector collective bargaining has been left to the states, and an appropriate starting point is to assess the current situation. From a national perspective, the single most overriding observation is the total lack of consistency throughout the country.⁸

⁶Walter, p. 14.

⁷Myron Lieberman, "Eggs That I Have Laid," Phi Delta Kappan, February, 1979, p. 415.

⁸Robert H. Chanin, "The Case For a Collective Bargaining Statute For Public Employees," Phi Delta Kappan, October, 1975, p. 98.

The National Education Association's top non-fiscal legislative priority for the Ninety-fifth Congress was the enactment of federal collective bargaining legislation. The NEA argued that this represented the same rights that private sector employees enjoyed under the National Labor Relations Act. Thus they sought to amend the National Labor Relations Act so as to include public employees and speak to considerations unique to the public sector. Then in June of 1976 the Supreme Court ruled in the case of National League of Cities vs. Usery that the state held the power to regulate the employer-employee relationship and any enforcement of minimum wage and maximum hour standards of the Federal Standards Act of 1974 for state and municipal employees was therefore unconstitutional. The court thus accepted the viewpoint that the Tenth Amendment acts as a limitation on the powers delegated to the federal government by the Commerce Clause.⁹

The NEA thus modified its suggested amendments to the National Labor Relations Act so as to leave unimpaired the ultimate power of the state to determine wages, hours, and other conditions of employment while still mandating that the state engage in good faith bargaining. Terry Herndon, Executive Director of the NEA, stated in an editorial that "The recent U. S. Supreme Court decision in the National League of Cities vs. Usery dimmed our immediate prospects for a federal bargaining law." Herndon then noted that while the federal statute would remain a long-range goal, the NEA would continue to work for a

⁹National Education Association, Proposed Public Employment Relations Amendments For the 95th Congress (Washington, D. C.: NEA Government Relations, 1976), pp. 1-7.

"nationwide pattern of strong, effective state laws." He also stated that "the 1976-77 budget includes a half million dollars earmarked specifically 'to assist in legislation and negotiation of instructional issues' and related efforts."¹⁰ Thus the long-range goal of a federal collective bargaining law remained intact. While these events occurred at the national level or in other states, Tennessee was still without a negotiations law for certificated school employees.

Professional Negotiations Legislation in Tennessee

Prior to the passage of any state legislation relative to negotiations between organized public school employees and local school boards, five professional school employee organizations in Tennessee were already engaged in negotiations with their boards of education. Each of these organizations reached agreement with its school board to negotiate a contract and to establish procedures governing the process. These five professional school employee organizations included the Metro-Nashville Education Association, the Memphis Education Association, the Unicoi County Education Association, the Cheatham County Education Association, and the Carter County Federation of Teachers. Section 49-5517 of the Education Professional Negotiations Act passed in 1978 provided for these five organizations to be grandfathered in with the option to come under the act upon the termination of each of their then current contracts.¹¹

¹⁰Terry Herndon, "Editorial: Collective Bargaining," Today's Education, December, 1976, p. 6.

¹¹Education Professional Negotiations Act, Tennessee Code Annotated

The attempts to gain passage of a professional negotiations law for teachers in Tennessee had a history beginning with the 1971-72 session of the Tennessee General Assembly when Senate Bill 541 was introduced by Senators Bruce, Hamilton, and Harvill. This initial bill sponsored by Tennessee Education Association would have established the right of professional employees to engage in structured participation and/or professional negotiation "over matters relating to educational policy formulation, terms and conditions of professional service and other matters of mutual concern." The terms professional negotiation and structured participation were defined in the following way:

The phrase "structured participation" shall mean an orderly predetermined procedure designed to insure that professional personnel in a county, city, metropolitan, or special school district will have opportunities (whether individually or through representation of their own choosing) to be involved in educational decision-making in the school system in which they are employed in accordance with the provisions of this Act. "Structured participation" will involve the use of, but shall not be necessarily limited to, such procedures as group participation, committees, faculty representatives or any other agreed upon method of involvement and/or activity to obtain the thinking of the professional personnel, either individually or through representatives, of their own choosing, for the purpose of influencing policies and terms and conditions of professional service and other matters of mutual concern related to education in such school system.

The term "professional negotiation" means meeting, conferring, consulting, discussing and negotiating in good faith in an effort to reach agreement with respect to the terms and conditions of professional service, and matters relating to educational policy formulation.¹²

This particular bill made negotiations possible, but it was the

1980 Cumulative Supplement, Volume 9, Chapter 55, Section 49-5517, p. 123.

¹²S. B. 541, 87th General Assembly, First Regular Session, published by Tennessee Legislative Council Staff for Members of Tennessee General Assembly, (1971).

intent as stated in the bill that with any items being negotiated, a reasonable effort shall have been made to reach agreement on the item through "structured participation." This particular bill had numerous amendments attached which destroyed the original intent of the bill. The bill failed to pass in the legislature.¹³

A similar bill, again written by the Tennessee Education Association, was introduced in the 1973-74 session of the Tennessee General Assembly. This second bill, like the first named the "School Board-Professional Employees' Relations Act," was introduced in the House with some fourteen sponsors. House Bill 738 and its shorter version House Bill 739 required that a board of education recognize an organization representing a majority of the professional employees for the following purposes: "to establish procedures governing the relationships between them which are designed to meet the special requirements and needs of public education."¹⁴ This bill omitted from negotiation matters relating to educational policy formulation. The House passed this bill, while the Senate added numerous amendments. The bill was thus delayed and sent back to committee.¹⁵

Again in 1975-76 a "School Board-Professional Employees' Relations Act" was introduced as House Bill 786 by Representative McKinney and Senate Bill 671 by Senator White. This version was very similar to the

¹³Statement by Walter Work, member of the Tennessee General Assembly, in personal interview, Nashville, Tennessee, August 10, 1981.

¹⁴H. D. 738, 88th General Assembly, First Regular Session, published by Tennessee Legislative Council Staff for Members of Tennessee General Assembly, (1973).

¹⁵Representative Walter Work, interview.

1973-74 bill and was again sponsored by the Tennessee Education Association. The scope of negotiations, as in the 1973-74 version, was limited to:

- a. salaries, wages or compensation;
- b. work schedules relating to assigned hours and day of week;
- c. grievance procedures;
- d. employment rights and transfers;
- e. retirement, insurance, leaves and other similar benefits;
- f. the school calendar;
- g. payroll deductions of organization dues and other items;
- h. health and safety regulations;
- i. standards for employment and evaluations;
- j. conditions of rendering professional service.¹⁶

This bill narrowly missed passage in the House. Some seven amendments were attached.¹⁷

Finally in the 1977-78 session of the Tennessee General Assembly, efforts to obtain negotiation rights for Tennessee certificated school employees met with success. The bill, entitled the "Education-Professional Negotiations Act," was introduced as House Bill 2078 by Representatives McKinney and Rhinehart and as Senate Bill 2016 by Senators White and Boner. After the bill failed to be voted out of the Senate Education Committee in 1977, a massive lobbying effort was mounted by the teachers of Tennessee through the Tennessee Education Association to gain passage of the bill in 1978. The bill passed the legislature and was signed by Governor Ray Blanton on March 10, 1978. It is Public Chapter 570 now contained in Tennessee Code Annotated 49-5501 through 49-5516 which governs professional negotiations by professional school

¹⁶S. B. 671, 89th General Assembly, First Regular Session, published by Tennessee Legislative Council Staff for Members of Tennessee General Assembly, (1975), p. 6.

¹⁷Representative Walter Work, interview.

employees in the State of Tennessee.

Opinion on Scope of Negotiations
from Office of Tennessee's Attorney General

The Education Professional Negotiations Act of 1978 specifically limited the scope of mandatory bargaining. The law mandated bargaining to:

- Salaries or wages
- Grievance procedures
- Insurance
- Fringe benefits, but not to include pensions or retirement programs of the Tennessee Consolidated Retirement System
- Working conditions
- Leave
- Student discipline procedures
- Payroll deductions.¹⁸

Further, the law provides that "nothing shall prohibit the parties from agreeing to discuss other terms and conditions of employment in service, but it shall not be bad faith as set forth in this act to refuse to negotiate on any other terms and conditions."¹⁹ All other subjects other than the eight listed as mandatory subjects for negotiations are thus permissive subjects for negotiation under the Tennessee law.

Since the passage of the state legislation numerous opinions of interpretation of the law have been requested from the office of the Attorney General of Tennessee. Only one such opinion has direct bearing on the question of the scope of negotiations. This opinion dated June 20, 1978, and written by Assistant Attorney General R. Stephen

¹⁸Education Professional Negotiations Act, Tennessee Code Annotated 1980 Cumulative Supplement, Volume 9, Chapter 55, Section 49-5511, pp. 120-121.

¹⁹Education Professional Negotiations Act, pp. 120-121.

Doughty was the reply to a question on the interpretation of the term "working conditions" in Section 11(e) of the state law. The Assistant Attorney General who had written this opinion noted that Section 11(e) of the law must be read in conjunction with Section 12 of the law which stated that the scope of the contract was not to include any items contrary to federal or state law or applicable municipal charter, professional rights defined in the negotiation law, or board of education rights in the negotiation law or Title 49 of Tennessee Code Annotated. The Assistant Attorney General then noted court cases in states with public labor negotiation statutes relative to an interpretation of working conditions. He cited the 1973 opinion of the Kansas Supreme Court in which an interpretation of its 1970 law which required "a good faith effort by both conditions of professional service" to mean that some items were mandatory to negotiate and other items, as a matter of public policy, would not be negotiable. Then the National Education Association of Shawnee Mission, Inc. vs. Board of Education of Shawnee Mission Unified School District #512 case (1973) again of Kansas was cited as an example of the use of a balancing test. In such cases the directness of impact of an issue on the well being of the individual teacher as opposed to the effect of the issue on the operation of the whole school system was the determining factor. The precedent for such a balancing test was its use by the Federal Courts in an analysis of language in the National Labor Relations Act in Fibreboard Corporation vs. Labor Board (1964). Two other state courts followed this precedent of an item by item analysis or balancing test to determine the negotiability of specific issues. The cases cited included the Pennsylvania Labor

Relations Board vs. State College Area School District (1975) and the West Hartford Education Association vs. DeCourcy (1972).²⁰

Numerous other court cases related to an interpretation of working conditions were then listed with the conclusion that generally courts have used an item by item or case by case analysis to determine negotiability. Only one case was cited as an example of one in which matters were listed which would be considered as working conditions and as such negotiable. This case was the School District of Seward Education Association vs. School District, etc. (1972). The author noted that most courts have used statutory interpretation analysis and policy balancing relative to the specific case under consideration. In summary, the Assistant Attorney General noted that with the lack of statutory guidance in the law itself, the office of the Attorney General would be unable to state accurately specific items to be considered as "working conditions" not could they predict how Tennessee courts would interpret the term. Each specific item of dispute would then require analysis.²¹

Negotiation State Legislation Outside Tennessee

State laws governing negotiations affect the scope of negotiations in a given state. Such laws may also influence future legislation and judicial decisions in Tennessee. The following discussion of what the

²⁰Opinions of the Attorney General of Tennessee, Volume 8, 1978-79, pp. 9-14, Opinion No. 6.

²¹Opinions of the Attorney General of Tennessee, Volume 8, 1978-79, pp. 9-14, Opinion No. 6.

states have done to establish the scope of bargaining gives a background for consideration of Tennessee's legislation.

Three ways in which state legislation may affect the scope of negotiations are noted by Moskow and Lieberman: first, some state laws explicitly define the scope of negotiations. Secondly, each state has a large body of constitutional provisions, statutes, and administrative rulings that affect the decision-making of local school boards on conditions of employment. Lastly, each state has numerous state agencies such as state boards of education, state departments of education, and others which issue administrative rulings which affect teacher working conditions and as a result affect the scope of negotiations. Moskow and Lieberman concluded that to the extent that decisions affecting the working conditions of teachers are beyond the control of the local board of education, negotiations are limited.²²

Michael Moskow, Joseph Lowenberg, and Edward Koziara reached a similar conclusion on the limitations of legislation on scope of negotiations. They noted that the decentralized education system in the United States placed the responsibility for public education in each of the fifty states. The states then in turn delegated this power to local boards of education. But state legislation, state education department rulings, and state constitutions established requirements that must be adhered to by local school systems. These requirements then by necessity affected the scope of negotiations in any given local school system.²³

²²Lieberman, Moskow, pp. 222-225.

²³Michael Moskow, Joseph Lowenberg, Edward Koziara, Collective Bargaining in Public Employment (New York: Random House, 1970), p. 148.

Tom James in a review of the status of scope of bargaining in several states noted the lack of similarity among the state laws. He found in 1975 when the article was written that the approximately thirty states with bargaining laws had generally taken one of three options: set broad guidelines and let the negotiators determine what to include; specified only those items that cannot be bargained; or mandated all items that must be negotiated.²⁴

Examples representing the options signified the unique legal traditions in each state. Kansas, for example, included any mutually agreed to matter under bargaining. Oklahoma included items affecting the performance of professional services, while Vermont included anything not in conflict with other statutes. Several states, including Pennsylvania, used the federal statute model on scope of negotiations in the private sector which permitted negotiations on wages, hours, and other terms and conditions of employment. Minnesota specifically excluded from negotiation matters of education policy; while Washington, Maine, and California included education policy but only allowed teachers to "meet and confer" on such matters. The "meet and confer" process unlike negotiating does not result in a binding contract. The Oregon state law permitted negotiations only on matters of direct or indirect monetary benefit to employees.²⁵

Nevada's 1975 state law specifically limited the scope of bargaining to:

²⁴Tom James, "The States Struggle To Define Scope of Teacher Bargaining," Phi Delta Kappan, October, 1975, pp. 94-97.

²⁵James, pp. 94-97.

- Salary or wage rates or other forms of direct monetary compensation
- Sick leave, vacation leave, holidays, and other paid or unpaid leave of absence
- Insurance benefits
- Total hours of work required of an employee on each work day or work week
- Total number of days' work required of an employee in a work year
- Discharge and disciplinary procedures
- The recognition clause (for recognizing the employee bargaining agent)
- The method used to classify employees in a bargaining unit
- Deduction of dues for the recognized employee organization
- Protection of employees from discrimination because of their participation in recognized employee organizations
- Grievance and arbitration procedures for resolution of disputes relating to collective bargaining agreements
- General savings clauses
- Duration of collective bargaining agreements
- Safety
- Teacher preparation time
- Procedures for reduction in work force.²⁶

The law provided for discussion of matters outside the scope of mandatory bargaining, but with no obligation to negotiate these matters.

This option of specifically noting in the state law areas of mandatory bargaining with the right to negotiate by mutual agreement on other matters of employee concern was similar to the provision of Tennessee's 1978 law.

State law has had and continues to have great impact on the scope of teacher negotiation in the respective states. Another source of influence is the judicial decisions in the state courts regarding scope of negotiations.

²⁶James, p. 95.

Judicial Decisions in States
Other Than Tennessee

Most state legislation and regulations on teacher negotiations have been enacted since 1970. Thus only in the recent past have courts been called upon to interpret these state laws. While scope of bargaining in the private sector has always proved a difficult problem for the courts and the National Labor Relations Board (NLRB), it has been an even greater problem in teacher negotiations.

A study of the factors courts considered and of the judicial approaches to defining the scope of negotiations was undertaken by Jim Bowles. As previously noted many state laws used the language of Section 8(d) of the National Labor Relations Act (NLRA) to define the scope of bargaining as "wages, hours, and other terms and conditions of employment." The question for the courts then became, what exactly does "terms and conditions of employment" include? As there are no NLRB cases on scope of teacher negotiations, the state courts were working in a new area. The state courts have cited interpretations of the NLRA by the Supreme Court in their interpretation of this statutory language. The distinction made between mandatory and permissive subjects of negotiation originated in the NLRB vs. Wooster Division, Borg-Warner Corporation (1958) and the NLRB vs. American National Insurance Company cases (1952).²⁷

Bowles noted at least three differences in private and public sector bargaining that would serve to limit the scope of negotiations:

²⁷ Jim Bowles, "Defining the Scope of Bargaining for Teacher Negotiations: A Study of Judicial Approaches," Labor Law Journal, October, 1978, pp. 649-650.

first costs, as the public employer operates on a fixed budget; secondly, duty to public; and thirdly, statutes other than the negotiations statutes that may limit scope. Other differences in private and public sector negotiations would favor an expansion of the scope of negotiations. First, public employees do not have the right to strike. If the purpose of public sector negotiations were to provide a means to settle labor disputes without strikes, then restrictions on the scope of negotiations by declaring topics illegal or only permissive are counterproductive to the purpose of settling disputes. Bowles described the "safety valve" theory of public employee bargaining as dictating "that any subject that might create friction and the chance for a strike should be aired and brought through the impasse procedures of fact finding, mediation, and arbitration in order to avoid the possibility of a strike." Secondly, teachers' special status as professionals who are concerned with the improvement of education and who have a history of participation in self-governance and some management functions would dictate a broader scope of bargaining than that in the private sector. Any attempt to adapt the private sector model of negotiations to teacher negotiations must weigh the expansion factors against the limiting factors mentioned above.²⁸

Consideration of these factors as well as judicial approaches affected any decision on scope of teacher negotiations made by the state courts. Bowles found the tendency of most courts was to focus on the limiting factors and refuse to expand the scope of negotiations. Even

²⁸Bowles, pp. 650-653.

in states such as Nevada (and Tennessee) without the broad statutory language of Section 8(d) of the NLRA where mandated subjects for negotiations are listed, the terms/language used have to be interpreted. These listings, however, are more inflexible and can only be altered by amending the law. In states where mandated lists of negotiating subjects are not listed, the courts must interpret what is meant by "other terms and conditions of employment." Legislative intent may be considered by studying the wording of the law and its legislative history. In addition other state educational and civil service statutes may be studied. Where there is conflict between laws, the canon of statutory construction called pari materia may be applied. This means that related statutes are considered equally valid and when possible should be harmonized. Connecticut, Hawaii, and Kansas provided for such an occurrence by including in their state laws a provision to make negotiated agreements binding on the parties despite conflict with other statutes.²⁹

Bowles commented on the use of past practice as a means of determining the negotiability of certain subjects. Citing the decision in the Fibreboard Paper Products vs. NLRB case (1964) by the Supreme Court where a decision on the negotiability of "contracting out" was the issue, the court considered past industrial bargaining practice to aid in making a determination. This Fibreboard case was then cited as precedent in the West Hartford Education Association vs. DeCourcy case (1972) in determining the negotiability of class size. The court found

²⁹Bowles, pp. 653-654.

class size to be a mandatory subject of negotiations. A court study of the ninety-six teacher contracts in Connecticut revealed sixty-one with class-size provisions. Thus the history of negotiating can be a factor in the determination of scope. Bowles suggested that since the history of negotiability is so short, the courts should consider how the schools are administered or what past practice in the school system has been in regard to the subject. If the issue is a matter of past practice, then it should be negotiable.³⁰

In addition to the factors cited above, Bowles identified four major current judicial approaches used by the courts in dealing with the issue of scope of negotiations. These include illegal delegation, impact balancing, labeling, and public policy determination. The most restrictive on the scope of negotiations of the four judicial approaches was the illegal delegation doctrine. This approach involved the board's refusal to negotiate or arbitrate a particular subject based on the board's duty to represent the public. Thus any decision affecting the public would have to be made by the public's representatives, the school board. This approach would not permit any public employee bargaining. While most state courts have rejected this illegal delegation doctrine, the few courts allowing this approach generally limit its applicability to powers granted the school board by statute which may not be negotiated away.³¹

An example of the successful use of the illegal delegation doctrine was in the Illinois Education Association Local Community High School

³⁰Bowles, pp. 654-656. ³¹Bowles, pp. 656-657.

District 218 vs. Board of Education of School District 218 (1975).

The state court of Illinois ruled that a provision on teacher evaluation procedures in the contract was unenforceable as it was the board's duty to appoint and terminate non-tenured teachers. Thus the court ruled that teacher evaluation was a discretionary power of the board, and could not be delegated.³²

The Supreme Court of Maine in the City of Biddeford vs. Biddeford Teachers Association (1973) did not hold valid the illegal delegation arguments relative to the arbitration of impasse and grievances. The court held the lack of standards for guiding the arbitrator sufficient to strike down the statute. Later the courts have found the implicit reasonableness standards and statutory limitations to be adequate checks on the power of the arbitrator. The courts in later decisions have seemed to answer the illegal delegation or public duty argument by balancing the loss of some management control with the benefits gained in the reduction of strikes.³³

The second judicial approach identified by Bowles was impact balancing. As the courts have generally held most subjects as mandatory or permissive for negotiations, the basic question became a determination of what is mandatory and what is permissive. A case-by-case balancing approach has been used as exemplified in the National Education Association of Shawnee Mission, Inc. vs. Board of Education of Shawnee Mission Unified School District #512 (1973). The Supreme Court of Kansas rejected a labeling test on the scope of negotiations in

³²Bowles, p. 657. ³³Bowles, pp. 657-658.

which a dichotomy was established between "educational policies" which were permissive, and "terms and conditions of professional service" which were mandatory. The court found the terms were not mutually exclusive. Instead the court used a balancing approach in which the directness of the impact of the issue on the teachers determined whether the issue was mandatory or permissive. Thus the burden of proof was placed on the teachers to show the direct impact of the issue on them. Case history has shown that the court generally ruled in favor of the school board by determining a subject was permissive rather than mandatory. This approach was, in fact, an example of judiciary balancing of management control by school boards against aversion of teacher strikes. Evident directness of impact on the teacher supposedly determined how likely the teacher was to strike over the issue. Bowles argued that the success of this approach depended on the court's consideration on a case-by-case basis rather than just looking at the specific subject for negotiations. Student discipline should perhaps be a mandatory subject in some school systems and a permissive subject in others.³⁴

The third judicial approach to scope of bargaining was, like illegal delegation, an inflexible one. Labeling was an approach involving the establishment of a dichotomy between terms and conditions of employment and educational policies, and then making a determination on the classification of each subject. The problems with such an approach were discussed above in the Supreme Court of Kansas case of

³⁴Bowles, pp. 658-659.

NEA of Shawnee Mission. Past precedent and categorization based on superficial analysis were characteristics of this approach when the court did not state a rationale for its decision. When rationale was stated, the judicial approach resembled impact balancing. An example of failure by the court to state rationale was in the Oak Creek Education Association vs. WERC (1975) in which the court ruled that preparation periods were not mandatory subjects of negotiations, despite their relation to the allocation of a teacher's work-day and impact on a teacher's workload. Preparation periods were matters relating to the allocation of a teacher's time and as such were a matter of educational policy. Had the impact balancing approach been used, the reasons for the categorization would have been stated thus providing some protection against arbitrary decisions and better records for court review or for precedence in future cases.³⁵

The fourth judicial approach, explained by Bowles as the public policy approach, is one in which explicit or implicit public policy in a statute or court decision or in neither may restrict the right to arbitration. The New York courts have used this approach to reverse an arbitrator's ruling. In the case of Cohoes School District vs. Teachers' Association (1976) the court ruled the granting of tenure to be beyond the power of the arbitrator. Only the school board could exercise this power as the interest of the pupils and school district were involved. Bowles argued that the public policy approach placed the courts in the position of determining the public good in the absence of

³⁵Bowles, pp. 659-660.

legislative standards.³⁶

In summary Bowles noted that a new trend by state courts is to give consideration to the dual nature of most negotiable subjects. Thus the negotiable aspects of the subject, those affecting the employee most, would be separated from the non-negotiable aspects, those affecting educational policy most. One example was the West Irondequoit Teachers Association vs. Helsby case (1974) in the New York courts in which class size was itself determined to be non-negotiable, but its impact on teachers was ruled a mandatory negotiating subject. Thus the number of students in a classroom was not negotiable, but the compensation and consideration teachers were to be given depending on the class size were negotiable as a condition of employment. In all cases relating to scope of teacher negotiations, the state courts have been asked to step in and interpret state negotiation laws. Bowles believed these questions could best be resolved by state legislatures, as the voice teachers and their organizations were to have in the educational system, he asserted, was a political question. Another alternative the author offered was allowing negotiations on almost every issue. The process itself would then eliminate issues of least impact on teachers. Bargaining was not mandated agreement but discussion in good faith until agreement or impasse was reached.³⁷

In addition to state statutes on negotiation for teachers and/or public employees and judicial decisions, other sources of influence on the scope of negotiations have been identified in the literature.

³⁶Bowles, pp. 660-661. ³⁷Bowles, pp. 662-665.

Other Sources of Limitations
On Scope of Negotiations

William F. Kay examined limitations on the scope of negotiations in public education and has written that these limitations fall primarily in the following categories:

statutory limitations which exist in the express language of the various collective bargaining statutes; legal and practical limitations on the fiscal and managerial authority of public employers; pre-existing employment laws, rules, and regulations; management rights directed by pre-existing laws, rules and regulations; limitations upon the obligation to bargain any changes in working conditions; and, finally, the limitation upon public employees' right to strike.³⁸

While statutory limitations and judicial decisions relative to scope of negotiations have been discussed, the remaining five categories of limitations deserved consideration. First, there were limitations on the authority vested in the public employer. A major limitation was the lack of authority to raise revenue. This was true of school boards, for example, in Tennessee. This lack of fiscal independence limited the bargaining power of both teachers and school boards. Teacher organizations have often had to confront the local fiscal authority and often the employer has joined the teachers in this confrontation.³⁹

Secondly, the rules and regulations set forth in state and local law pertaining to public employees and specifically teachers were in existence prior to the advent of collective negotiations. Conflicts between the pre-existing rules and regulations and the negotiated

³⁸William F. Kay, "The Need for Limitation Upon the Scope of Negotiations in Public Education, II," Journal of Law and Education, Volume 2, 1973, p. 155.

³⁹Kay, pp. 158-160.

contracts followed immediately. In the case of Associated Teachers of Huntington vs. Board of Education Union Free School District #3 (1970), the school board questioned the legality of an agreement providing for arbitration of cases of dismissal of tenured teachers, reimbursement for graduate courses, and reimbursement pay on the last year of service. The appeals court of the State of New York summarized the issue in this question: Is there fundamental conflict between the provisions of New York's Taylor Law and the provisions of any other statute dealing with the powers and duties of school boards? The court ruled all the items as mandatory subjects of bargaining as it found no conflict between statutes. This case established in New York a broad and unqualified obligation of the employer to bargain except where some other applicable statutory provision explicitly and definitively prohibited the public employer from making such an agreement. Even with such precedent setting court cases the system of rules and regulations governing public school employees served as a limitation on the scope of negotiation, particularly in states without a decision-making body to which employee organizations could appeal for resolution. The lack of such a public employee labor relations board left only the courts for resolution of such conflict, and the process was both time-consuming and expensive. In regard to management rights, the third area of limitation, the public employer retained the right to determine the mission of the enterprise, to define goals and functions of the school system. A narrow or broad interpretation of such rights could determine the scope

of negotiations relative to specific issues.⁴⁰

A fourth area in question was whether the employer has the duty to bargain any proposed changes in working conditions--whether or not the current contract spoke to the issue involved in the change. If the employer did not have the obligation to bargain the issue, then the scope of bargaining was thus limited. One New York case involving this issue was Board of Education, Union Free School District #3, Town of Hempstead, Nassau County (1971). The teachers' group claimed the board had unilaterally imposed conditions requiring employees on sabbatical leave to be employed in the system for two years after their return. The sabbatical leave provision had been agreed to in the contract with no mention of a post-leave employment obligation. The board had then added this requirement. The association could have filed a grievance, but this could only have led to a limitation on scope of bargaining as only items in the contract itself can be arbitrated. The association registered a refusal to bargain claim with the Public Employee Relations Board (PERB). The PERB chose not to exercise jurisdiction over the violation of the contract as the improper practices amendment to the Taylor Law did not mention breach of contract as an unfair labor practice. The PERB did, however, rule that breach of contract may constitute an improper practice. When a Board of Education changed existing practices, policies, and procedures without negotiating such changes with the representative employee organization, such a change represented a violation of the Board's obligation to bargain in good

⁴⁰Kay, pp. 161-170.

faith. Thus the New York Labor Board ruled that just because the issue in dispute was not in the contract, did not give the employer the right to change working conditions unilaterally. The author maintained this was healthy in that it forced the employer and the employee into a continuous relationship and prevented the employee from attempting to "cover the waterfront" in a contract to maintain involvement in subsequent changes in working conditions.⁴¹

The fifth limitation on the scope of bargaining for school employees was the prohibition against public employee strikes. In the private sector this was the most effective bargaining leverage. In New York's Taylor Law the PERB included the concept of a "higher duty to bargain" on the part of public employers to compensate for the lack of public employees' right to strike. This "higher duty to bargain" was cited by a lower court in the New Rochelle Federation of Teachers, Local 280, American Federation of Teachers, AFL-CIO case of 1970. Since that time the New York PERB, however, has narrowed the scope of mandatory bargaining for public employees by broadly defining the "mission of the employer" (management rights). Thus the "higher duty to bargain" has proved to be no compensation for the prohibition against public employee strikes. Thus the scope of bargaining in the last analysis, according to Kay, was as broad or narrow as the relative strength or weakness of the negotiating parties.⁴²

In addition to state negotiation statutes, judicial decisions, and other limitations such as limitations on public employer authority,

⁴¹Kay, pp. 170-172. ⁴²Kay, pp. 172-175.

pre-existing laws/regulations for public employees or on management rights, many individuals and professional organizations have influenced and continue to influence the scope of negotiations in public education. Particularly in states such as Tennessee where the mandatory subjects of bargaining are listed in the state law with other subjects of negotiation being designated permissive, there exists a variety of factors which determine negotiability.

Scope of Negotiations

There has developed in the last decade an extensive body of literature on the scope of teacher negotiations. The literature included periodical articles and books by individuals knowledgeable about negotiations, curriculum, or both; position statements of organizations representing various groups in public education; and reports of research in doctoral dissertations. The views presented on the scope of teacher negotiations often reflect the author's bias or that of the organization or group he/she represents. This body of literature deserved consideration as a source of influence on the inclusion or exclusion of curriculum and instruction provisions in the negotiated contract. The review of literature on scope of negotiations is divided into sections. First were considered the positions of those who advocate an expanded scope of negotiations. Secondly, consideration was given to the positions of those who advocate a limited or narrow scope of bargaining.

Advocates of an Expanded
Scope of Negotiations

The primary advocates of an expanded scope of negotiations are the National Education Association and the American Federation of Teachers. At the representative assembly of the NEA in 1981, the delegates adopted a resolution which is representative of the organization's view of teacher participation in decision-making. The resolution stated in part: "The primary authority to make educational changes should lie with the teachers through their influence and involvement in democratic decision-making in and out of the school."⁴³ It was a resolution of almost two decades ago at the 1962 NEA representative assembly in Denver which called for school boards and professional associations to enter into agreements involving the participation of representatives of the professional organization and boards of education in the determination of policies of common concern. This advocacy of collective bargaining was restated in a resolution adopted at the NEA representative assembly in Minneapolis in 1981. The resolution read:

The National Education Association believes that the attainment and exercise of bargaining rights are essential to the promotion of teacher and student needs in society. The Association demands that these rights be advocated where they are now abridged and strengthened where they are now secured.⁴⁴

Ronald Daly, writing in the NEA Journal, iterated the NEA position on scope of negotiations:

All educational matters are negotiable. Questions of

⁴³NEA Resolutions 1981, NEA Reporter, September, 1981, (Washington, D. C.: National Education Association), p. 10.

⁴⁴NEA Resolutions 1981, p. 13.

salary and welfare are important, since about 75 percent of the school budget goes for these items. Local associations are justly criticized, however, when these are the only subjects brought up for negotiation. Professionals should be equally interested in all manner of educational problems.

The method of instituting curriculum changes, the method of textbook selection, the length of the school year for both students and teachers, dismissals, transfers, in-service training, public relations, intra-school communication--all these are items for negotiation. Instead of enumerating items in writing, most agreements use a broad statement, such as "all other matters of educational concern," or "all matters affecting the quality of the educational program."⁴⁵

In 1972 Girard Hottleman writing in Today's Education, an official NEA publication, submitted that

through bargaining, we have seen class loads reduced, specialists added, the curriculum enriched, and additional funds appropriated for research, evaluation, and improved accountability.⁴⁶

Further he stated,

with or without collective bargaining, the teacher still measures himself according to the degree to which he is able to improve the lives of children. . . . School boards and teachers who adopt an open position vis-a-vis the bargaining agenda find that it leads to resolution of problems rather than to the escalation of differences.⁴⁷

And in answer to what makes curriculum negotiable, he argued that

it is important to keep in mind that curriculum is what we do and instruction is how we do it. Hence, curriculum and instruction for teachers are not only the conditions of employment, they are the essence of employment. Matters concerning what the curriculum is or how it is arrived at, modified, and transmitted are legitimate areas of discussion in the bargaining process.⁴⁸

⁴⁵Ronald Daly, "Professional Negotiation," NEA Journal, May, 1965, p. 31.

⁴⁶Girard Hottleman, "Collective Bargaining and the Emerging Profession," Today's Education, December, 1972, p. 49.

⁴⁷Hottleman, p. 50. ⁴⁸Hottleman, p. 50.

Thus the NEA has supported and continues to support and promote actively an expanded scope of negotiations.

The history of the support for an expanded scope of negotiations is similar for the American Federation of Teachers (AFT-AFL-CIO). In July, 1965, Charles Cogen, then AFT president, stated in a speech given at the National Institute on Collective Negotiations in Public Education in Providence, Rhode Island, the organizational position on scope of negotiations.

We would place no limit on the scope of negotiations--the items which are subject to the bargaining process. Anything on which the two parties can agree should become a part of the agreement. . . . Obviously, class sizes, number of classes taught, curriculum, hiring standards, textbooks and supplies, extra-curricular activities--in fact anything having to do with the operation of the school is a matter for professional concern and should thus be subject to collective bargaining.⁴⁹

Albert Shanker, the current president of the AFT, noted that teachers want an equal voice wherever their working conditions or their professionalism was at stake. Shanker described an instance in which policy and working conditions coincide.

When we sit down with our superintendent of schools to negotiate a contract, we represent 68,000 professionals who say, "We want reduced class size, with a maximum of X." To us this represents a working condition. Don't tell me you don't have to work harder if there are 40 children in a class than you do if there are 30 or 25 or eight. We are not interested in determining educational policy. We want good professional working conditions under which we are able to succeed.⁵⁰

⁴⁹Myron Lieberman and Michael Moskow, Collective Negotiations for Teachers (Chicago: Rand McNally & Company, 1966), p. 226.

⁵⁰Albert J. Shanker, "Teacher Participation in Decision-Making: Rights and Obligations," Compact, August, 1968, p. 17.

A more current AFT pamphlet on how collective bargaining works indicated the position of the AFT on scope of negotiation remained intact. The pamphlet lists such provisions as teaching conditions, extra-curricular duties, pupil discipline, transfer policy, class size, and class load as appropriate subjects for negotiating proposals.⁵¹

The state affiliate of the NEA, the Tennessee Education Association (TEA), took a parallel position on the scope of negotiations. The TEA position was expressed by Cavit C. Cheshier, Executive Secretary of the association, in an editorial in the Tennessee Teacher, the official TEA magazine. In citing arguments used by critics against professional negotiations (PN), Cheshier noted:

Another interesting argument frequently heard is that PN is bad because somebody must speak for the children and teachers won't do this. Let's look at the record: who has been speaking for the children during the past two decades to secure such things as increased instructional supply allotments? Increased operation and maintenance funds? Additional teachers so the class size in grades 1-6 can be reduced from the forty, forty-five, or fifty pupils per teacher so frequently found a few years ago? Librarian and counselor positions not charged against the pupil-teacher ratio? A statewide Kindergarten program? Teacher evaluation? Higher certification standards? and the many, many other improvements that are essential parts of today's state school system?⁵²

In reply to the argument against including working conditions as a negotiable item, Cheshier summarized the position on scope of bargaining: "We should never forget that working conditions of teachers are the learning conditions of students."⁵³

⁵¹How Collective Bargaining Works (Washington: American Federation of Teachers, AFL-CIO), #157.

⁵²Cavit C. Cheshier, "Professional Negotiations--An Idea Whose Time Has Come," Tennessee Teacher, December, 1976, p. 3.

⁵³Cheshier, p. 3.

In a brochure published by the Tennessee Education Association a question relative to the non-salary items included in master contracts in effect in Tennessee prior to the passage of the state negotiation law was asked. The answer indicated the following items:

Discipline policies, evaluation procedures, grievance procedures, promotion policies, fair dismissal procedures, substitute teacher policies, maternity leave policies, and a voice in curriculum, to name a few.⁵⁴

Other individuals have promoted an expanded scope of bargaining in public education. The following were intended as evidence of such statements rather than all inclusive. T. M. Stinnett, Jack Kleinmann, and Martha Ware maintained that the scope of negotiations should be as broadly defined as the educational program itself. As the rationale for this position these authors stated that

the philosophy inherent in professional negotiation is that teachers, in common with other professional practitioners, have a deep and transcendent interest in all matters which may bear upon the standards of their practice. Any other position is in direct conflict with the spirit and purpose of the process.⁵⁵

In addition they argued that teachers through their associations were in a unique position to assist in the assignment of educational priorities in the budget allocation process.

William Cornell writing in the Pennsylvania School Journal stated that negotiations should remove every excuse for not doing a good job of teaching. He claimed the duty of the profession was to decide how

⁵⁴Professional Negotiations (Nashville: Tennessee Education Association), 76-186.

⁵⁵T. M. Stinnett, Jack Kleinmann, Martha Ware, Professional Negotiation in Public Education (New York: The Macmillan Company, 1966), p. 154.

schools should be conducted in order to carry out the instructional program. "The role of the association and negotiations as it relates to curriculum is then the determination of how curriculum is decided upon and how it affects the teacher. Thus teachers are not negotiating curriculum but are negotiating working conditions."⁵⁶

David Selden, a Fellow at the National Institute of Education in 1975, argued for the inclusion of teachers in the process of curriculum development and revision. He wrote:

Certainly the process by which curriculum is determined must be bargainable to make sure that teachers are represented. As for curriculum content, this should also be bargainable as to the correction of egregious omissions or the elimination of irrelevant or inappropriate course content. . . . Making curriculum bargainable within limits can serve as a check on the normal bureaucratic process.⁵⁷

Donald A. Myers in an explanation of the need for collective bargaining wrote that "there are literally hundreds of issues that are of concern to teachers and that can be negotiated."⁵⁸ The vice president of the Chicago Teacher Union in 1976, Jacqueline Vaughn, commented concerning the negotiated provisions relative to curriculum:

These persons responsible for the effective implementation of curriculum goals--the teachers--have often been denied an opportunity to participate in curriculum development.

With the growing trend toward accountability, it is only reasonable for teachers' unions to demand a

⁵⁶William Cornell, "Target: PN in Curriculum and Instruction," Pennsylvania School Journal, Volume 119, 1970, pp. 124, 126.

⁵⁷David Selden, "How Fares Curriculum in Collective Bargaining," Educational Leadership, October, 1975, p. 28.

⁵⁸Donald Myers, Teacher Power-Professionalization and Collective Bargaining (Lexington, Massachusetts: D. C. Heath and Company, 1973), p. 90.

greater role in developing the goals and objectives that teachers are being held responsible for implementing.⁵⁹

Thus the advocates of the expanded scope of bargaining came primarily from the ranks of teachers, teacher organizational leaders, or instructional supervisors who worked closely with teachers. The comments of these advocates of an expanded scope of bargaining suggested that the quality of education for all students has been enhanced by extending the scope of bargaining beyond wages, hours, and other conditions of employment. The advocates of a limited scope of bargaining, however, argued that the interests of the student in the classroom became lost in the negotiating process as teachers sought to improve their salaries and working conditions. Boards of education maintained that such matters of educational policy are management decisions intended to be made by representatives of the public.

Advocates of a Limited Scope of Negotiations

The primary organization advocating a more limited scope of bargaining is the National School Boards Association (NSBA). Statements from the leadership of the NSBA and its state affiliate, the Tennessee School Boards Association (TSBA), were included in this literature review. Other organizations and individual authors advocating a limited scope of bargaining were also cited.

The National School Boards Association has maintained a consistent policy of limitation on the scope of bargaining to retain the policy

⁵⁹Jacqueline Vaughn, "The Expanding Role of Teachers in Negotiating Curriculum," Educational Leadership, October, 1976, p. 21.

making role of the school board. From policy statements in the early sixties to more recent statements in journal articles, the NSBA has advocated maintaining the authority of boards of education established by law and refusing to delegate this authority through the negotiation process. Harold V. Webb, executive director of NSBA in 1972, expressed the policy of the organization in the following remarks:

At the very least, education policy must remain free from the vested interests of unreachable professionals-- unreachable, because teachers not only are free from public accountability but in many instances they also are sheltered from management accountability through tenure laws. Certainly, teachers and other employees should be consulted on matters pertaining to their work, but it is difficult to understand how the educational process can be served by trading off curriculum decisions at a heated bargaining session. Furthermore, if matters of education policy become contract items, the result could have several effects on the innovation, experimentation, and desirable variations in the teaching-learning process, all of which are so vital to the fulfilling school experience.⁶⁰

In opposition to the arguments of teacher groups for an expanded scope of bargaining, Webb alleged that

when the teacher unions argue that their sense of "professionalism" demands that they make public policy decisions in education, they misconstrue their role. Professionalism is not any more at issue here than it is in the case of the members of a congressional staff demanding the right to make policy decisions for the congressmen and senators who employ them.⁶¹

In the spring of 1975 the President of NSBA commented that the passage of federal legislation on collective bargaining for public

⁶⁰Harold V. Webb, "The Case for Keeping the Federal Government Out of Board-Teacher Negotiations," The American School Board Journal, July, 1972, p. 19.

⁶¹Webb, p. 19.

employees would be a "catastrophe." His reference was not to higher teacher salaries, but to the shift in control of public education at the local level to the teacher organizations and federal agencies.⁶²

Jonathan T. Howe in a paper presented at the thirty-fifth NSBA annual convention in Miami in April of 1975 addressed the issue of what is negotiable. He advocated state laws which specifically limited the subjects for negotiations and which did not require boards of education to negotiate on matters of "inherent managerial policy." He also recommended a strong management prerogative or rights section in contracts which states items which are not negotiable. Howe argued for the limitation on negotiations to only salaries, fringe benefits, and negotiation procedures until the parties were familiar with the negotiation process. He warned against the inclusion of terms and phrases such as "working conditions," "other matters of mutual concern" or "terms and conditions of employment" as these are often construed to include curriculum and instruction issues and/or matters of policy.⁶³

The position of the Tennessee School Boards Association (TSBA) reflected that of the parent organization. Dan Tollett, Executive Secretary of the TSBA, writing in a parent-teacher publication in January of 1979, stated:

Tennessee law charges local boards of education with the responsibility of determining and adopting policies deemed necessary for the efficient operation and general

⁶²Tom James, "The States Struggle to Define Scope of Teacher Bargaining," Phi Delta Kappan, October, 1975, p. 94.

⁶³Jonathan T. Howe, "Collective Bargaining: What's Negotiable?" (paper presented at the Annual Convention of the National School Boards Association, Miami Beach, Florida, April, 1975).

improvement of the school system. Uncontrolled collective bargaining by teachers threatens the decision-making management prerogatives of school boards and school administrators. . . .

For example, under the label of "working conditions," teacher unions are negotiating on such issues as school calendar, class size, and how many teachers will be hired, and methods of selecting administrators.

Such items have policy consequences which will likely require an increased budget and additional taxes. The bill will be handed on to the taxpayer who had no effective voice in the negotiations.⁶⁴

Other groups and individuals have argued for limitations on the scope of negotiations. Carol Kimmel, president of the National Parent-Teacher Association (PTA) in 1976, wrote concerning the parent view on negotiations:

Before superimposing the industrial model of professional negotiations on the field of education, it may be necessary to make some alterations. In industrial negotiations, only management and labor are involved; if negotiations break down and a strike occurs, the consumer can obtain a comparable product from another company. This option is closed to those who believe in the public school system, and who look with concern at the increasing number of strikes between management and teachers--ultimately affecting children and parents who have had no "say" in negotiations.⁶⁵

While the PTA position as stated by Kimmel is not as limiting as that of the school boards association, it does indicate a concern about parental participation.

Relative to curriculum negotiations, Kimmel stated:

There is real concern among parents that clearer definitions of what is subject to bargaining between "the establishment"

⁶⁴Dan Tollett, "TEA-TSBA," The Tennessee Parent-Teacher Bulletin, January-February, 1979, p. 1.

⁶⁵Carol Kimmel, "Parent Power: A Plus for Education," Educational Leadership, October, 1976, p. 24.

and teachers are needed. Matters that involve curriculum, including the choice of texts and teaching materials, cannot be decided without a carefully considered plan of participation by parents.⁶⁶

David Smith writing in the National Elementary Principal noted that the question of negotiability of a given issue is one on which vigorous arguments may be expected at the bargaining table. He stated:

Even though the question of what is negotiable generates some fancy verbal footwork, the question of what should not be negotiable is markedly more profound.⁶⁷

Smith then went on to identify several issues that "might well be considered non-negotiable by a team representing a board of education." These included such items as curriculum content, curriculum revision, and textbook selection. Smith argued for broader representation including parents and students to determine such issues. In addition, the instructional program Smith maintained deserves more thoughtful and deliberate consideration than it would receive at a bargaining table. Other non-negotiable items cited were discipline, suspension and expulsion, teacher determination of supervisor qualifications, faculty meetings, duty assignment, procedures during emergency weather conditions, and textbook usage.⁶⁸

John H. Metzler, Professor of Industrial Relations at Newark College of Engineering in 1973, warned management against an unlimited scope of bargaining. He remarked:

⁶⁶Kimmel, p. 25.

⁶⁷David C. Smith, "Professional Negotiations: What's Negotiable?" National Elementary Principal, March-April, 1974, p. 74.

⁶⁸Smith, pp. 74-75.

The educational process will be better served if the scope of bargaining among boards of education and teachers' organizations is limited. Even if this contention is incorrect, far less damage will occur as a result of limitations than the damage that will occur if the contention proves correct and there are no limitations.⁶⁹

One warning for management read:

With an unlimited scope for bargaining, effective management of the school is diluted, often with catastrophic consequences. If the primary consideration of the law is the education of youth, the scope should be limited to an area in which the board member can effectively function in carrying out the statutory mandate of a board of education.⁷⁰

Metzler identified two basic guidelines to determine the scope of negotiations:

(1) Management must be unfettered in making decisions, even if it is required to have many of its decisions subject to the grievance procedure; and (2) decision-making in education can be analyzed to determine which decisions must be retained to the unilateral action by the board or by the administrators and which can be either shared or turned over to the teachers for their unilateral action.

These guidelines make one assumption: local lay control of education will, and should continue. Thus, in reverse, they obviously assume that control of education should not be turned over to the education profession.⁷¹

Resolution of the issue of scope of bargaining in education seems remote. Neither state legislatures nor state courts have found adequate solutions. Organizational positions remain at opposite ends of the expansion--limitation continuum with little indication of compromise.

⁶⁹John H. Metzler, "The Need for Limitation Upon the Scope of Negotiations in Public Education, I," Journal of Law and Education, Volume 2, 1973, pp. 139-140.

⁷⁰Metzler, p. 148. ⁷¹Metzler, p. 153.

Neither teacher organizations nor school board associations have managed to accomplish their objectives in this area. This "elusive concept of scope of bargaining," as it was labeled by Hugh D. Jascourt, promises to remain an area of debate and controversy in public education negotiations for the future.⁷²

Curriculum and Instruction as Negotiable Issues

As negotiations in public education spread to more states in the 1960's, the issue of the negotiability of curriculum and instruction emerged. Wendell M. Hough editorializing in Educational Leadership, the professional journal of the Association of Supervision and Curriculum Development (ASCD), in 1969 noted that few contracts had specific curriculum and instructional items as of that date but predicted that as teacher salaries became more respectable, teacher negotiators would turn their attention to curriculum and instruction items. He maintained

that the determination of curriculum policy and instructional procedures has been dominated by local boards of education and administrators in far too many American school districts. Teachers have not been involved in decision making to the degree that many of us feel is necessary. Mandatory negotiation will assure teachers a stronger voice; and new teacher power could move the profession into a stronger position of collaboration in the improvement of schools.⁷³

Hough's prediction proved to be correct. Research by the National Education Association published in December of 1970 revealed that of the nine hundred and seventy-eight master contracts in force during the

⁷²Hugh D. Jascourt, "The Scope of Negotiations In Public Education: Overview," Journal of Law and Education, Volume 2, 1973, p. 137.

⁷³Wendell M. Hough, Jr., "A Better Curriculum Through Negotiation?" Educational Leadership, March, 1969, pp. 531-532.

1968-69 school year in school systems with a pupil enrollment of one thousand or more, 46 percent had one or more items directly or indirectly related to curriculum decision-making. Some 28 percent of these contracts had at least one general or professional joint curriculum committee. Seventeen percent had negotiated provisions for curriculum review.⁷⁴ Another study done in 1972 by Russell Ziemer and Gray Thompson of fourteen large city or county affiliates of the National Education Association and four large city affiliates of the American Federation of Teachers revealed that the leadership of both organizations rated ninety-five and ninety-three respectively of ninety-six identifiable curriculum and instruction components as being of some importance in negotiations.⁷⁵ Obviously the areas of curriculum and instruction were important in teacher-school board negotiations.

In identifying what was in store for teachers in the 1980's, Judith Brody Saks cited the expansion of collective bargaining as one of three major trends within the teaching profession. Citing the 1979 Rand Corporation study, Organized Teachers in American Schools, Saks suggested the possibility by the late 1980's of a two-tier system of bargaining. If the states continued to assume more of the cost of public education, local bargaining agents would attempt to expand the scope of bargaining to the non-economic issues such as teacher performance, evaluation, classroom safety, class size, and curriculum

⁷⁴"Curriculum Review in Negotiation Agreements," NEA Research Bulletin, December, 1970, p. 106.

⁷⁵Russell H. Ziemer and A. Gray Thompson, "Negotiations and Curriculum: NEA vs. AFT," Educational Leadership, November, 1973, p. 104.

matters. Saks noted these traditional "management prerogatives" were appearing more and more in teacher contracts.⁷⁶ Obviously the issue of the negotiability of curriculum and instruction items has been discussed since teacher negotiations expanded in the late 1960's, and the debate on this issue continued into the decade of the 1980's.

The Rand Corporation's Policy Research Center in Educational Finance and Governance undertook a two-year research project on the non-economic effects of teacher collective bargaining. This report entitled Organized Teachers in American Schools consisted of a quantitative analysis of data from teacher contracts from a national sample of school districts for 1970 and 1975 and was followed by field work in fifteen of the districts. Some one hundred and fifty-one contracts were analyzed to determine the types of non-economic provisions in the contracts, how they differed from 1970 to 1975, and how they differed from district to district. Lorraine McDonnell and Anthony Pascal summarized the findings from this first phase of the study:

Collective bargaining gains by teachers follow a distinct pattern. Teacher organizations first bargain over and obtain increases in salary and fringe benefits; they then move on to working conditions and job security and only lastly to issues of educational policy. Although non-compensation gains have not been universal, teachers have significantly improved their working conditions and increased their influence over school and classroom operations.⁷⁷

McDonnell and Pascal identified the gains in such areas as regulation

⁷⁶Judith Brody Saks, "What's in Store For Teachers in the 1980's," Learning, July-August, 1980, pp. 34-37.

⁷⁷Lorraine McDonnell and Anthony Pascal, Organized Teachers in American Schools (Rand Corporation, Santa Monica, California, and National Institute of Education, Washington, D. C.), February, 1979, p. 8.

of class size, assignment and transfer policy, length and composition of the school day, teacher evaluation, and use of supplementary personnel. They also noted that these gains were often made in tandem with gains in salary. While demographic factors did not seem to significantly affect contract results, the organizational factors did produce significant results. The state statute governing negotiations was the most significant predictor of the attainment of such provisions.

The authors wrote:

Teacher organizations in states with a law permitting or mandating bargaining on a specific provision were more likely to win that provision than organizations in states without such a law. On the other hand, in states where strike penalties could be imposed, fewer provisions appeared in contracts.⁷⁸

The second phase of the research, the field work analysis, revealed that with the maturation of the collective bargaining process has come professionalization. Professional negotiators often sit at the bargaining table with little if any participation by the community or the school board. The researchers noted that

local political and organizational factors such as public attitudes toward collective bargaining and the quality of the relationship between the district and the teacher organization tend to predominate in determining the tenor of the negotiations and the substance of the final settlement. In fact, these variables are often more significant in explaining contractual outcomes than are statutes regulating scope and impasse resolutions.⁷⁹

In observation of large districts with mature bargaining relations, the researchers found more cooperative relations with management where there were strong and broad contracts. For teachers the primary

⁷⁸McDonnell and Pascal, p. 9.

⁷⁹McDonnell and Pascal, p. 10.

advantage of the non-economic provisions in the contract were "in systematizing in-school processes and constraining administrative capriciousness."⁸⁰ While the public seemed to exhibit little interest in teacher bargaining unless a crisis occurred, the research revealed that students experienced bargaining effects indirectly and occasionally.

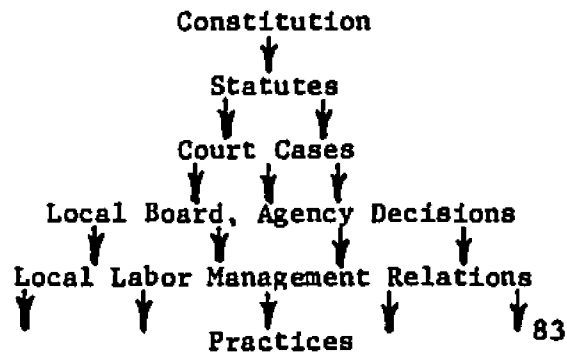
They may attend somewhat smaller classes, but for fewer hours per day and fewer days per year. Rising personnel costs may result in less supplementary learning resources for students, but at the same time teachers may be happier and aides and specialists more plentiful. An older and more highly credentialed teacher force may mean more expertise in instruction, but perhaps less flexibility and energy. How any of these consequences of collective bargaining influence the rate of learning or other student interests remain largely unknown.⁸¹

The issue of "what is bargainable" was also examined by Anthony Cresswell and Fay Spargo in a study for the Education Commission of the States and the National Institute of Education. Describing scope as the area where bargaining lapsed over into school operations and policy structure, the authors noted that scope existed in a political/social/economic matrix and thus was difficult to isolate. They described the purpose of labor laws as being the establishment of a balance of power among the legitimate interests--labor, management, and the public. As the number of interest groups increased the possibility of conflict increased and so also the difficulty in obtaining a power balance.⁸²

⁸⁰McDonnell and Pascal, p. 13. ⁸¹McDonnell and Pascal, pp. 13-14.

⁸²Anthony M. Cresswell and Fay Spargo, Impacts of Collective Bargaining Policy in Elementary and Secondary Education: A Review of Research and Methodology: Recommendation for New Research (Education Commission of the States, Denver, Colorado, and National Institute of Education, Washington, D. C.), August, 1980, p. 39.

In the absence of federal legislation governing scope in public education bargaining, the state laws defining scope and the local school district interpretation and practice relative to these laws became significant. The following diagram represents the levels of decision-making for scope of bargaining:



The variability in state statutes governing bargaining discussed earlier in this chapter has made the social and political context of public education a factor in the determination of what is negotiable. Cresswell and Spargo described six specific aspects of the context of public education. First the education interest groups to be balanced include: 1) teachers, 2) management groups, 3) school clients, and 4) public electorate. A second factor is the lack of market competition in education which leaves the public with little alternative choice. Thirdly education as a public good leads to the philosophy that public services should not be disrupted. Thus we have the prohibition of the right to strike. A fourth factor is resource availability particularly with declining enrollments and inflation. This certainly affects bargaining decisions as there is less flexibility in fund distribution.

⁸³Cresswell and Spargo, p. 40.

Still another factor is the teacher's sense of professionalism stemming from expertise and specialization which influences the teacher approach to bargaining. Finally, change itself becomes a factor as new teaching tools may affect student-teacher ratios or the rate of information growth may create the need for retraining and also affect tenure and job security.⁸⁴

Cresswell and Spargo have identified three major areas where conflict continued to surface as attempts are made to balance the power among the parties. The first area they described as the tension over professional versus management control.

Management feels that education policy decisions are within the realm of management prerogatives. Teachers feel that these decisions directly affect day-to-day classroom operations; and therefore, are terms and conditions of employment.⁸⁵

A second area which was identified as a source of conflict was regulation of strikes. The strike generally was illegal in the public sector. Yet in negotiations over the expansion or limitation on scope of bargaining the crucial question, as referred to earlier in this chapter, was "Would teachers feel strongly enough over an issue to strike anyway?"⁸⁶

The third area of conflict noted in the Cresswell and Spargo study was categorization. The four basic models or philosophical approaches used by the courts in their interpretation of state statutes on scope

⁸⁴Cresswell and Spargo, pp. 41-42. ⁸⁵Cresswell and Spargo, p. 43.

⁸⁶Jim Bowles, "Defining the Scope of Bargaining for Teacher Negotiations: A Study of Judicial Approaches," Labor Law Journal, October, 1978, p. 659.

of bargaining were cited earlier in this chapter. Bowles had labeled these four models as illegal delegation, labeling, impact balancing, and public policy determination (public service). Cresswell and Spargo suggested the need in policy determination for a model of theoretical approaches to use in analyzing alternatives. In the model four perspectives identified above would be represented. Following is a diagram of their model representing these four philosophical approaches used by the courts:

	Logic Determinative	Outcome Determinative
General Definition	Illegal Delegation Doctrine	Public Service
Specific Definition	Labeling	Impact Balancing

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Analysis of Teacher Contracts for
Curriculum/Instruction Items

The fact that curriculum and instruction provisions are found in teacher contracts has been verified in several doctoral research projects. In one of the earliest such studies Marilyn Steele analyzed fifty-six sets of randomly chosen contracts in Michigan for thirty instructional provisions. The 1966-67 contracts were compared with the 1967-68 contracts for the trend toward inclusion of instructional items, the relationship to the per pupil expenditure, the relationship to the

⁸⁷Cresswell and Spargo, p. 47.

percentage of the budget for instructional supplies, and the relation to the size of the school district. The findings of her research revealed:

- 1) An increase in instructional provisions in Michigan contracts from 1966-67 to 1967-68, 2) larger districts including a greater number of instructional items than smaller districts, though the difference was not statistically significant, 3) school districts with higher per pupil expenditures in 1966-67 having statistically significant more instructional items in the 1966-67 contracts while lower per pupil expenditure school districts had fewer instructional provisions in their contracts, 4) the instructional supply budget for all school districts declined significantly the second year of bargaining while smaller school districts spent a greater percentage of their budget for instructional supplies in 1966-67 than did larger districts.⁸⁸

In a similar study, Arthur Frock examined contracts in twenty-five school districts in and around Detroit, Michigan, for the years 1967, 1971, and 1976 for language related to six curricular variables. These areas included: 1) determinant decision-making authority over curriculum policy, 2) textbook and instructional materials selection, 3) inservice education activities, 4) course content determination, 5) academic freedom, 6) teacher assignments, transfers, and "bumping." His findings revealed a trend both in frequency and intensity of contract language in the six curriculum areas. He found the wording of the items to deal more with determinant powers than with substance of the curriculum. The larger school districts of twenty thousand or more pupils had stronger contractual language relative to curricular issues than the

⁸⁸Marilyn Steele, "Has Collective Bargaining Contributed to Instructional Improvement in Michigan Schools?" (Ph.D. dissertation, Michigan State University, 1969), Abstract.

smaller school districts of one thousand to four thousand pupils.⁸⁹ Finally Donald Kenney in a later study of thirty-one sets of Michigan teacher contracts studied the trend toward bargaining curriculum and instruction by an examination of contracts for some twenty curriculum-instructional provisions. The set of contracts included those for the base year 1970-71 and the terminal year 1977-78. Kenney also rated the items on a four-point scale representing the item being absent from the contract to teacher control of the item. He found no major changes in the contracts in relation to curriculum and instruction from the 1970-71 base year to the 1977-78 terminal year. Also he discovered no relation between urban or rural location and contract language.⁹⁰

In a more general research study, Grace Noda investigated how collective bargaining was being used to influence curriculum and instruction. She attempted to develop a conceptual framework to promote more effective means of promoting teachers' professional objectives. Noda identified four stages in the development of collective bargaining including: a) pre-recognition, b) voluntary recognition, c) statutory recognition, and d) professionalism. These developmental stages Noda found to be related to the teacher's hierarchy of needs. The state of professionalism, or extensive bargaining for curriculum and instruction,

⁸⁹Arthur Frock, "The Hidden Determiners: A Trend Study Descriptive of the Extent to Which Language Directly Affecting Curriculum Exists in Teacher Collective Bargaining Agreements in Selected School Districts in Southeastern Michigan," (Ed.D. dissertation, Wayne State University, 1977), Abstract.

⁹⁰Donald Kenny, "Collective Bargaining of Curriculum and Instruction: A Trend," (Ed.D. dissertation, Wayne State University, 1980), Abstract.

was one this researcher found had not been attained at the time of the study (1972). She noted that both the structure and culture of the school system acted as a deterrent to the teacher attempting to increase the degree of professionalism by increasing power and autonomy over professional matters such as curriculum and instruction. She found collective negotiations dealt more with instruction than curriculum while inservice failed to deal effectively with teacher perceptions, values, and beliefs.⁹¹

Raymond Babineau investigated teacher master contracts in Pennsylvania relative to curriculum and instruction. Babineau did a content analysis of some two hundred and fifty-two randomly selected contracts using his own instrument entitled, "A Taxonomy for the Examination of Collective Bargaining Agreements with Regard to Implications for Curriculum and Instruction." The relationship of the inclusion of curriculum and instruction items to the size of the school district and to the maximum teacher salary were also investigated. Of the contracts examined Babineau found 99.2 percent contained items with implications for curriculum and/or instruction. In agreement with Noda's findings, Babineau found 31.34 percent of the contracts with provisions for curriculum while 99.2 percent had provisions for instruction. Some 49.2 percent of the contracts had provisions for evaluation. The areas of curriculum provisions most often found included general provisions for academic freedom and provisions for the payment of teachers for

⁹¹Grace T. U. Noda, "Collective Negotiations For Curriculum and Instructional Change," (Ph.D. dissertation, Ohio State University, 1972), Abstract.

curriculum planning activities. The two areas in instruction most often found in the contracts were length of school day and length of school year. Of the total number of possible items for inclusion related to curriculum, instruction, and evaluation identified in the taxonomy by Babineau, only slightly over 10 percent of these were found in the contracts analyzed. The researcher found a low positive correlation between maximum teacher salary and the inclusion of curriculum and instruction items in the contract. A low negative correlation was found between maximum teacher salary and the inclusion of evaluation items in the contract. A low positive correlation was found between the size of the school district and the inclusion of curriculum, instruction, and evaluation procedures in the contract. This latter finding is in agreement with previous research cited.⁹²

LeRoy Rieck attempted to analyze the effect of collectively bargained agreements and the practices resulting from collective bargaining on the mandated allotment of time, organization, and economic support for curriculum development. From a stratified sample of forty-eight Pennsylvania school districts based on enrollment size Curriculum Development questionnaires were completed by superintendents and follow-up interviews with five superintendents and five teacher leaders were conducted. Using 1969-70 as a base year and 1976-77 as a terminal year, the amount of change relative to time for curriculum development, availability of inservice time, planning period length, and provision

⁹²Raymond E. Babineau, "An Examination of Collective Bargaining Agreements in Pennsylvania With Regard to Implications for Curriculum and Instruction," (Ed.D. dissertation, Temple University, 1977), pp. 172-173.

of released time for curriculum development were investigated. The organizational factor was determined by a study of the number of curriculum councils functioning in the base year compared to the terminal year. The degree of economic support was determined by compensation for curriculum development, ratios for instructional salaries, and expenditures for basic and supplemental instructional supplies and equipment. Rieck's findings included:

1) no significant change among systems in the number of inservice days for curriculum development and the per pupil expenditure for equipment from 1969-70 to 1976-77, 2) in the larger districts there was significant difference in provision for released time from 1969-70 to 1976-77, 3) the group of next to the largest school districts experienced significant growth in the number of curriculum councils and in per pupil expenditure for supplemental instructional materials from 1969-70 to 1976-77, and 4) all groups of school districts had significant growth in per pupil expenditures for instructional salaries and for basic instructional materials from 1969-70 to 1976-77. Thus collective bargaining was found to have a moderate impact on time available for curriculum development, but was a dominant factor in economic support in compensation for curriculum development and instructional salaries.⁹³

In a study of sixty-five randomly selected teacher contracts from all geographic regions of the United States, the late Fred Bieber attempted to determine contract provisions used to improve the educational programs. After determining from the literature some two hundred and five items which were characteristics, conditions, or factors, which improve educational programs, thirteen categories of these were established. Contracts were selected based on school

⁹³LeRoy Elwin Rieck, "The Impact of Collective Bargaining on Time, Organization, and Economic Support for Curriculum Development in Randomly Selected School Districts in Pennsylvania," (Ph.D. dissertation, Pennsylvania State University, 1978), Abstract.

district size, geographic location, and NEA or AFT affiliation. Bieber found one thousand, three hundred eighty-two citations in the sixty-five contracts for the improvement of educational programs for an average of twenty-one citations per contract. Little relation was found between the size of the professional staff and the number of provisions. The items for improving educational programs mentioned most frequently regardless of size, national affiliation, or geographic location in order of priority were: teacher salaries, grievance procedures, leave policies, negotiations, teacher transfer and promotion, and teacher evaluation. Provisions affecting personnel policies and teacher working conditions were the highest priority in contract talks. Finally, Bieber concluded that negotiated contracts could be used as vehicles for the improvement of educational programs.⁹⁴

Curriculum/Instruction Negotiations
and Their Effect on the Supervision
of Instruction

In an Association for Supervision and Curriculum Development (ASCD) position paper written in 1969, Bernard Kinsella stated that supervisors had been disenfranchised organizationally by their absence from the negotiation table. He noted the many contract provisions that affected the daily functions of the supervisor.

The exclusive right of teachers to select instructional materials; a defined length of the school day that prohibits after-school meetings; the exclusive right of teacher organizations to select curriculum committee

⁹⁴Fred Bieber, "Provisions for Improving Educational Progress in Selected Negotiated Contracts," as summarized by Mervin Deever and James Jurs in Research Reports on Educational Administration, Volume V, No. 2, Arizona State University, January, 1975, pp. 5-8.

members; the adoption of new units of study or new courses in the curriculum at the "table" through negotiation; provisions that prohibit changes in the curriculum without prior approval of the teacher organization; restrictions on classroom visitations; teaching assignments based upon teacher choice and seniority; summer school teaching positions based upon seniority; transfer regulations that are based upon seniority rather than qualifications; restrictions on evaluation activities; rigid class size restrictions; and limitations on experimental and innovative programs.⁹⁵

Kinsella described supervisors as caught in the middle of the power struggle between teachers and top level administration and school boards. As supervisors of instruction must work with both groups, they could not choose sides if they were to be effective in working toward instructional improvement and change.⁹⁶

Robert Krey, Lanore Netzer, and Glen Eye researched the specific items in contracts that interfere or prevent supervisors from functioning. Relationships between the effect of contracts on supervisors, and supervisory levels of employment and size of school districts were also studied. Questionnaires were sent to one hundred thirty-seven persons in public school positions identified as supervisory. The instrument, divided in three parts, obtained reaction to twenty-five negotiated items relative to the degree of interference in supervision. Another list of fourteen items not usually negotiated were also responded to as to the degree of interference. Lastly personal data were obtained on the respondent. From the ninety-nine participants, the mean responses

⁹⁵Bernard Kinsella, et al., "The Supervisor's Role in Negotiations," Association for Supervision and Curriculum Development, Washington, D. C., 1969, p. 14.

⁹⁶Kinsella, p. 14.

indicated some interference with supervisory activities in regard to "dismissal of teachers, non-instructional duties, length of school day, transfer of teachers, staff reduction, teacher evaluation, personnel files, management rights, non-renewals, school calendar, grievance procedures, teaching assignments and duties, inservice education, and negotiation procedures."⁹⁷ Among the fourteen non-negotiable items, the mean response indicated the contract created some interference in committee work. The single area supervisors, followed by elementary supervisors, indicated the most supervisory concerns affected by the contract. The school systems with three hundred one to five hundred teachers or more than one thousand teachers reported more interference in supervision from master contracts. In conclusion the authors noted that

Master contracts of teachers generally do not prohibit supervisors from nor create much interference for supervisors in fulfilling their responsibilities.

Master contracts of teachers affect supervisors differently at different levels of employment and in different size school systems.

Supervisors in the smallest school systems tend to have least interference from the master contract of teachers.

Supervision is perceived to be a phase of management by those negotiating master contracts.

Interpretation of the master contract of teachers is as important as is the content of the contract.

Current master contracts are not a great threat to supervisors.

System-wide curriculum guides, plan, or documents still prevail as an approach to curriculum development.⁹⁸

⁹⁷Robert Krey, Lanore Netzer, and Glen Eye, "Research Reports: Master Contracts of Teachers and the Supervision of Instruction," Educational Leadership, March, 1977, p. 468.

⁹⁸Krey, Netzer, and Eye, p. 470.

In January of 1979 another ASCD sponsored study assessed current supervisory practice and the impact of several factors including collective bargaining on supervision. Data were collected in sixteen districts from questionnaires and on-site interviews with teachers, teacher organization officers, supervisors, principals, and assistant superintendents/superintendents as respondents. The groups favored meet and confer agreements followed secondly by no formal agreements. In school systems with master contract agreements the ratings of supervisory services were primarily unfavorable. Principals as a group reported more influence (negative) by collective bargaining on supervisory services than the other groups responding.⁹⁹

Curriculum/Instruction Negotiations
and Their Effect on Parents and Students

Ronald Doll wrote of the "drive for power" as one of four forces affecting curriculum change. Relative to this "drive for power" he identified teachers, community groups, and students among some eight groups attempting to influence curriculum. Concerning teacher organization influence he stated:

Militancy by teachers organizations, which have learned that when one begins to talk about teacher welfare, he must soon discuss organization of schools and children's curricula, both of which matters have previously been in the preserve of boards of education and their administrative staffs.¹⁰⁰

⁹⁹Organizing Schools for Supervision/Instructional Improvement, Association for Supervision and Curriculum Development, Alexandria, Virginia, 1980, pp. 2-3.

¹⁰⁰Ronald C. Doll, "The Multiple Forces Affecting Curriculum Change," Phi Delta Kappan, March, 1970, p. 382.

Lawrence Pierce addressed needed reforms in collective bargaining to insure more involvement by the public. While not opposed to teacher collective bargaining, he stated a new balance of power which permitted greater public participation in school governance would serve education well. As a result he made several recommendations for needed reform in the ground rules of collective bargaining. These included the need for every state to enact a law permitting bargaining on matters of teacher welfare. Secondly, the rules for bargaining should provide incentives for each side to reach agreement. Thirdly, tenure should be locally bargained and more freedom given local districts in hiring by loosening certification requirements. Fourth, state laws on length of school year should be eliminated or made less inflexible. Fifth, each state should have open meeting laws so the public could be informed on bargaining. Sixth, school boards need an independent staff to handle bargaining so as to assume more responsibility for the process. Seventh, the board should involve the public in the preparation of the board's bargaining demands. Finally, school site lay councils should bargain over some issues beyond the economic issues handled centrally.¹⁰¹

Pierce wrote that the question at issue was who should control the public school. He maintained that the private sector bargaining model suggested that educational policy be determined by teachers and school administrators. The public he asserted was the major loser for private

¹⁰¹Lawrence C. Pierce, "Collective Bargaining and the Control of Education: Needed Reforms," paper presented at annual meeting of American Educational Research Association, April, 1976, pp. 12-13.

citizens did not participate in or gain information about negotiations which might affect the quality of education. Pierce's proposals were based on the assumption that in a democracy the people should control their institutions. Thus his proposals were intended to increase the public influence in public education by opening up the legislative processes at the state and local level and also creating direct public participation in collective bargaining.¹⁰²

Bernard Kinsella in writing concerning the effect of negotiations on supervisors also noted the impact of negotiations on children and young people through its impact on the instructional program.

Who negotiates for the pupils? When limited resources are available, the accomplishment of personal gains for teachers is achieved at the expense of the instructional program and of other human beings. Among these persons would be other professional staff members, members of the community, and the young people for whom schools are responsible.

Some negotiation demands that are commonly considered in the welfare category have implications for or direct effects upon curriculum and instruction. Should pupils not have some voice in matters that affect them? Should the community not have some voice? Do not all segments of our school communities have a moral right to be represented?¹⁰³

Rather than a two-sided table for negotiation seating teachers and board-administration, this author advocated a five-sided table so all segments of the school community could be properly represented. Then young people, parents, supervisors, teachers, and board-administrators could all participate in the negotiating process.

¹⁰²Pierce, pp. 15-16.

¹⁰³Bernard Kinsella, et al., "The Supervisor's Role in Negotiations," Association for Supervision and Curriculum Development, Washington, D. C., 1969, p. 15.

Curriculum Planning and the
Negotiation Process

The controversy over negotiations as the appropriate process for the determination of curriculum problems and solutions continues. Several authors in the field of collective negotiations have registered their opinions on the issue. The following examples were intended as representative of the statements of opinion rather than all inclusive.

Michael Moskow saw a problem in an all-inclusive approach to the scope of negotiations when there was no distinction made between "bread and butter" items and "professional" items. He questioned whether collective bargaining was, in fact, the best process to use in giving teachers more say in professional decisions. He described the bargaining process and its use in arriving at professional decisions:

Apparently, there are certain dangers in using the same mechanism to solve such problems as the starting salary for teachers with a M.A. plus 30 credit hours and the new American literature textbook for 11th grade students.

Under collective bargaining, proposals and counter-proposals will be made by the parties. Compromise and accomodation are essential parts of the process, with the final decisions being made in part by the relative powers of the parties. Instead of using this type of mechanism to settle "professional questions," it would be more desirable to remove them from the crisis bargaining atmosphere of the negotiating table and permit them to be examined on a year-round basis.¹⁰⁴

While admitting that in far too many school districts curriculum policy and instructional procedures have been determined and dominated by local boards of education and administrators, Wendell Hough identified three divisive consequences of curriculum negotiation:

¹⁰⁴Michael H. Moskow, Teachers and Unions (Philadelphia: University of Pennsylvania Press, 1966), p. 224.

First, collective bargaining and/or negotiation of curriculum and instruction is anathema to cooperative curriculum development. . . .

Another consequence of the cohesiveness of teachers' organizations and accompanying militancy is an extension of organization by other professionals. . . .

Interpersonal problems and frustrations are created for both teachers and administrators who find themselves inhibited by terms of a contract which includes articles on curriculum and instruction.¹⁰⁵

In a doctoral study of opinions and perceptions toward bargaining in their domain of two hundred seven Wisconsin curriculum-instruction administrators were investigated. David Kampschroer concluded that

responses to eight statements concerning the negotiation of the curriculum clearly presented the case of curriculum-instruction administrators that curriculum is not, and should not be, a matter of negotiation.¹⁰⁶

Despite this finding, of the eighteen curriculum-instruction items the researcher identified four were found in nearly 90 percent of the master contracts in Wisconsin.

In a similar descriptive study in New York, Charles Magee studied the effect of collective negotiations on the instructional program and curriculum planning. His conclusions can be summarized as follows. Magee found that adequate financial support for instructional programs was maintained even with rising teacher salaries and fringe benefits. He also found collective negotiations had only a minimal effect on the addition of new educational programs. Likewise negotiations had not brought an increase in the number of administrative personnel. In the

¹⁰⁵Wendell M. Hough, Jr. (Editorial) "A Better Curriculum Through Negotiation?", Educational Leadership, March, 1969, pp. 532-533.

¹⁰⁶David Kampschroer, "The Status of Collective Bargaining and the Curriculum-Instruction Administrator in the State of Wisconsin" (Ph.D. dissertation, University of Wisconsin, 1978), Abstract.

school districts Magee studied, teacher strikes had not interrupted the educational program to a significant degree. Both school officers and teacher organization leaders believed shared decision making as it affected instruction improved the quality of instruction. Both parties also agreed that teachers should have a major voice in the selection of instructional materials. On the other hand, both parties agreed that neither instructional supervision or the educational program had improved or benefited from collective negotiations. The chief school officer's time and the teachers organization leader's time was consumed to a large degree by collective negotiations. This researcher found the categories in the current contracts to relate more to teacher working conditions than educational concerns. Collective negotiations did result in a significantly high number of Board-Administration-Teacher Committees meeting relative to the educational program. Finally it was noted that collective negotiations resulted in a decrease in power for the administrative-supervisory personnel. This was particularly true for the building principal.¹⁰⁷

William F. Young maintained that the long-range effects of the negotiation development would be positive, but he objected to the negotiation of curriculum and instruction:

Optimum conditions for productive curriculum development work require a high degree of mutual faith, trust, and respect among professional staff members. Collective bargaining behavior has not promoted these conditions.

It would be helpful if agreement were reached on the point that it is unwise to negotiate specific curriculum

¹⁰⁷Robert Magee, "The Effect of Collective Negotiations on School Districts' Curriculum Planning and Improvement of Instruction" (Ed.D. dissertation, State University of New York, 1978), Abstract.

development activities and curriculum content. Activities and content should evolve as teachers and administrators work together on a co-professional basis in an effort to improve the instructional program.¹⁰⁸

Robert Alfonso in a speech at the 1969 annual meeting of the American Association of School Administrators addressed the issue of curriculum negotiation. He noted some amazement that teachers had taken so long to assert themselves. He stated:

I think if we could make a careful, objective analysis of the ways in which and the extent to which we have involved teachers in making decisions about curriculum and instruction that we would find that, in the main they have systematically been excluded from involvement in the critical process of decision-making, and that where they have been involved they have been so effectively managed that they have operated from a very weak power base.¹⁰⁹

Alfonso stated that the two parallel developments of teacher power and curriculum reform contributed to bring about curriculum negotiations.

He submitted his rationale for opposition to this process:

The present model for negotiations, based on the labor model of collective bargaining is antithetical to all accepted principles of curriculum development. . . .

In fact, when properly conceived of, curriculum issues defy negotiations. The nature of curriculum and instruction makes it axiomatic that they be treated openly, intellectually, experimentally, honestly, with all available wisdom and evidence brought to bear in the decisions. . . . I question whether such careful consideration can be made in a confrontation, in a situation in which sides are drawn and in which a desire to win a victory supplants rational decision making. . . .

I am concerned that when we decide curriculum and instruction questions on the basis of negotiation, bargaining, and compromise that we end up with a decision which is defensible as a compromise but completely indefensible in the

¹⁰⁸William F. Young, "Curriculum Negotiations: Present Status-Future Trends," Educational Leadership, January, 1969, p. 343.

¹⁰⁹Robert J. Alfonso, "Collective Negotiation in Curriculum and Instruction," Negotiation Research Digest, May, 1969, pp. E-1, E-2.

light of the best we know about teaching and learning.
 In collective negotiations, who negotiates for kids?
 For good learning?¹¹⁰

John Sperling, at the request of the American Federation of Teachers, prepared a reply to Dr. Alfonso's address. Sperling noted that curriculum negotiations seen in its simplest terms was evidence that teacher unions had matured. The author separated the curriculum development activity from the instructional activity for discussion. Concerning change in curriculum development, he maintained:

Curriculum development, as it is carried on today, is unlikely to be greatly affected by collective bargaining and any changes in classroom behavior which result from teacher control over curriculum development will be minor. . . . I am convinced that it will require a much more profound change than collective bargaining to produce major changes in the classroom.¹¹¹

In a description of curriculum development, Sperling stated:

Modern curriculum development, with its emphasis on such sophisticated elements as the conceptual structure of the disciplines, the sequencing of learning, diagnostics and the choice of teaching strategies, the explicit statement of behavioral objectives and their criterion testing, and the careful differentiation between cognitive and affective behaviors, has become the preserve of the expert. Few professors of education, school administrators or teachers any longer are competent in curriculum development. In effect, except for the professional curriculum developers, there is almost no one in the enterprise, from superintendent to teacher who even understands what curriculum developers do. . . .

The only sort of curriculum development which will be influenced by collective bargaining is that which is carried on by faculty curriculum committees, headed by supervisors. This latter sort of curriculum development has little or no influence on the curriculum. Such

¹¹⁰Alfonso, pp. E-2, E-3.

¹¹¹John G. Sperling, "Collective Bargaining and the Teaching-Learning Process," Quest Paper #11, American Federation of Teachers, Washington, D. C., August, 1970, p. 3.

development is characterized by:

1. Insufficient funds
2. Inadequately trained supervisory personnel
3. A low level of commitment on the part of the faculty members on the committees. Usually, the faculty member is given no time off for such assignments and he rightly considers such work to be unpaid overtime.
4. A low level of sophistication in the work done.¹¹²

Thus Sperling concluded his statements on curriculum development with the observation that "the union invasion of the last bastion of teaching professionalism"¹¹³ (curriculum development) is a dishonest and irrelevant worry of administrators. The lack of professional competence at the school or district level in curriculum development makes the fight over power pointless.

In contrast to this position on curriculum development, Sperling believed instruction would be profoundly influenced by collective bargaining for the good of both students and teachers. Sperling argued:

Faculty curriculum committees which actually function as improvement of instruction committees badly need the strength which collective bargaining can offer. This follows from the very simple idea that desired changes in the classroom behavior of teachers are most likely to occur under the stimulus of positive motivation. Collective bargaining can both prevent the use of negative motivation and promote the use of positive motivation in this area. . . .

Union strength has brought a dignity and stability to the teaching profession that the cant of professionalism never achieved. Good salaries and sound grievance procedures have already created greater willingness of teachers to change their classroom behavior than all of the in- and out- service institutes ever held.¹¹⁴

Sperling advocated the establishment through the contract of instruction committees which should be provided such positive

¹¹²Sperling, p. 5. ¹¹³Sperling, p. 5.

¹¹⁴Sperling, p. 6.

motivations as the following:

1. Funds to purchase materials and to hire consultants
2. Released time for teachers who participate
3. Permanent quarters for the committee
4. Teacher control over the committee
5. A reward system to encourage teacher participation in such committees
6. Provisions for administrator, student, and community membership on the committees.¹¹⁵

While Alfonso suggested that unions restrict bargaining to wages and hours, Sperling declared

such a view is sociologically absurd. A teacher's work life cannot be schizophrenically divided between his wages and his work. If he is to be a whole and rational man, he is going to make certain his union is going to view school as a total environment and that he will share in the decision making, as an equal in everything that affects his environment.¹¹⁶

Girard Hottleman, Director of Educational Services for the Massachusetts Education Association in 1970, described three areas as legitimate ones for negotiation in the improvement of curriculum and instruction:

- (a) conditions which affect the quality of the teacher,
- (b) conditions which affect the quality of the learning environment, and
- (c) conditions which affect the structuring of school-community relationships which can assist in the education of the child.¹¹⁷

Hottleman viewed each of these areas as necessary to continually improving school systems, and noted that from a negotiation viewpoint the question was "not whether they are negotiable, but to what extent the cost is assumed by either party and to what extent responsibility

¹¹⁵Sperling, p. 6. ¹¹⁶Sperling, p. 8.

¹¹⁷Girard Hottleman, "Negotiation in Curriculum and Instruction: Another Step Up the Professional Ladder" in Negotiating for Professionalization, TEPS Conference, Washington, D. C., June, 1970, p. 56.

is assumed by either party."¹¹⁸ The negotiations process, he maintained, would be the arena in which to resolve these questions. This author did note some subtle and difficult problems confronting the negotiators of curriculum and instruction which did not face those negotiating salary and welfare items.

The outcome of all agreements must reflect sound philosophical concordance with known effective educational theory.

It is especially hazardous to try to resolve all special issues through the power-based maneuvering tactics which characterize the bargaining process. For example, introduction or deletion of specific courses should be arrived at, not through negotiation, but through research. What should be negotiated, however, is a provision which guarantees that there will be ample funding and time for the performance of research and guarantees that results will be implemented once research is completed.

Another dangerous pitfall is the temptation to request standardization of procedures for educational personnel. For example, the value of some of the newer technological discoveries is well understood, but to require any mechanical or automatic use of such materials would be to remove the freedom of choice from individual teachers. . . . What is important in such a case is that assurances are obtained that the full range of technological assistance will be available to teachers to be used at their discretion.¹¹⁹

In summarizing his rationale for curriculum and instruction negotiations, Hottleman argued that

curriculum and instruction can be improved only if teachers have ample access to self improvement opportunities and if a proper learning environment can be structured in order to permit the efficient practice of the professional teacher's expertise. . . . Agreements within the areas of curriculum and instruction must not conflict with known conclusions of sound educational research and should be supportive of the philosophy which governs the school system. In general, the principles which should govern the activity of teacher negotiators should be (a) that of providing the professional

¹¹⁸Hottleman, p. 56. ¹¹⁹Hottleman, p. 58.

staff, individually and collectively, with greater access to self-improvement resources, and (b) that of achieving an improved position for the professionals in the decision-making process.¹²⁰

Jack Kleinmann, Director of Planning and Organizational Development for the National Education Association in 1972, described the bargaining process cycle in relation to curriculum and instruction:

A decade ago, when teachers were just beginning to seek bargaining rights, school boards charged that it was "unprofessional" to bargain for wages and fringe benefits and that teachers, rather, should concern themselves with instructional and curriculum matters. Teachers, for their part, were preoccupied at that point in history with securing the basic bargaining rights that employees in the private sector had come to take for granted.

Having begun to secure those basic rights, teachers then turned to matters of professional significance. By this time, however, boards of education and administrators were generally taking a hard line on curriculum and instruction, referring to them as "management prerogatives."¹²¹

Kleinmann argued that collective negotiation of curriculum does not stifle innovation and flexibility.

Collective negotiation can be an excellent technique to improve the quality of education, so long as the emotionalism and aura of mystery surrounding curriculum and instruction are removed. It need not prevent teachers from being innovative, nor curricula from being responsive to changing needs. Indeed, contractual provisions can facilitate innovation and adaptability.¹²²

William Young, Deputy Superintendent of Dearborn, Michigan Public Schools took the opposite position in regard to negotiation of curriculum.

The experts claim that the criterion for determining a good master

¹²⁰Hottleman, p. 59.

¹²¹Jack H. Kleinmann, "Curriculum Negotiation: How? To What End?", Educational Leadership, April, 1972, p. 573.

¹²²Kleinmann, p. 574.

contract is whether or not the contract is mutually unsatisfactory to both sides. Should this be the fate of curriculum? Is this what we want for young people? Does curriculum lend itself to adversary relationships, confrontation, two-sided table bargaining, compromise, and mutual dissatisfaction? The answer to all these questions should be a resounding NO.¹²³

Young advocated the use of a professional approach to curriculum planning by the formation of a second negotiation group with representation from the total professional staff to work with the curriculum and instruction issues.

The curriculum negotiation group should restrict its agreements to the process and design for seeking solutions. The agreements should clearly specify who is to be involved, the decision-making procedures, realistic timetables for completion of tasks, time for staff members to work on the tasks, the controls necessary to insure continued progress, provisions for evaluation, and provisions for accountability.¹²⁴

Kleinmann, too, wrote of teacher accountability as a pervasive concept in most teacher handbooks. He further noted:

Teachers realize that responsibility is a concomitant to authority. They will be more willing to accept responsibility for results if they have a part in determining the environment in which they practice. Collective negotiations provide the means for the assumption of responsibility by all parties to the educational process.¹²⁵

Thus the debate on negotiations as the process for resolution of curriculum and instruction problems is a continuing one. The literature revealed little consensus regarding their negotiability. While controversy still surrounds the issue, the fact remains that curriculum and instruction issues have and continue to be negotiated in contracts between teacher organizations and boards of education.

¹²³William F. Young, "Curriculum Negotiation: How? To What Extent?", Educational Leadership, April, 1972, p. 576.

¹²⁴Young, p. 577. ¹²⁵Kleinmann, p. 575.

Chapter 3

RESEARCH METHODOLOGY AND INSTRUMENTS

Content analysis, sometimes called documentary research, was the method of investigation used in this study. Content analysis is a type of descriptive research. This was described in the literature as analysis based on documents and records already in existence.¹ Bernard Berelson has defined content analysis as "a research technique for the objective, systematic, and quantitative description of the manifest content of communication."² In the present study the communications subjected to analysis were the negotiated agreements in the form of teacher contracts with boards of education which were in effect for any portion of the 1980-81 school year. The present status of the phenomena studied is the primary focus of content analysis; but the data resulting from the classification, generalization, and interpretation should provide guidance for future practice.

The development of content analysis as a research method has progressed from frequency counts of any number of phenomena to a more sophisticated level. As currently used content analysis is "concerned with the identification of the more subtle and more significant dimensions into which a given phenomenon can be analyzed from the

¹George J. Mouly, The Science of Educational Research (New York: Van Nostrand Reinhold Company, 1970), pp. 228 and 279.

²Bernard Berelson, Content Analysis in Communication Research (Glencoe, Illinois: Free Press, 1952), p. 18.

standpoint of a clear-cut research problem."³ An example of this new orientation in content analysis is Benjamin Bloom's The Taxonomy of Education Objectives. Frederick Kerlinger has stated that

content analysis, while certainly a method of analysis, is more than that. It is a method of observation. Instead of observing people's behavior directly or asking them to respond to scales or interviewing them, the investigator takes communications that people have produced and asks questions of the communications.⁴

The purpose of this study was to ask questions of the communications (negotiated teacher contracts) to determine the nature and extent of curriculum and instruction items included in those contracts. To accomplish this, it was necessary to follow certain procedures.

Identification of Population

A listing of negotiating local organizations in the State of Tennessee as well as the recognition date for each local organization was obtained from the Tennessee Education Association. (See Appendix B) The Tennessee Federation of Teachers' representative, Mr. Charles Hazelwood, verified the accuracy of the list of AFT locals negotiating and the recognition dates.⁵ This list revealed a total of sixty-three negotiating locals in Tennessee affiliated with the Tennessee Education Association-National Education Association that had contracts in effect for some portion of the 1980-81 school year. Two negotiating locals in

³Mouly, p. 280.

⁴Fred N. Kerlinger, Foundations of Behavioral Research (New York: Holt, Rinehart, and Winston, Inc., 1973), p. 525.

⁵Telephone interview with Charles Hazelwood, Tennessee Federation of Teachers, Carter County, Tennessee, September 4, 1981.

Tennessee affiliated with the Tennessee Federation of Teachers-American Federation of Teachers had contracts in effect for some portion of the 1980-81 school year. The State of Tennessee had a total of sixty-five negotiated teacher contracts in effect in 1980-81.

The 1981-82 president of each local teachers' organization which had a 1980-81 contract was contacted by letter (See Appendix C) and asked to provide a copy of the negotiated teacher contract which was in effect for some portion of the 1980-81 school year. The initial mailing resulted in obtaining twenty-three of the teacher contracts. A second letter (See Appendix C) was mailed to the forty-two presidents of local teachers' organizations who had not responded to the initial letter. The second mailing resulted in obtaining eleven additional contract copies. Copies of thirty-one contracts were secured from those available in the files of the Tennessee Education Association in Nashville.

Instrument

"A Taxonomy for the Examination of Collective Bargaining Agreements With Regard to Implications for Curriculum and Instruction," as developed by Raymond Babineau, was used for the analysis of the negotiated teacher contracts.⁶ (See Appendix A)

The taxonomy was developed by a survey of the literature in the areas of curriculum, instruction, and evaluation for the purpose of

⁶Raymond E. Babineau, "An Examination of Collective Bargaining Agreements in Pennsylvania With Regard to Implications for Curriculum and Instruction" (Ed.D. dissertation, Temple University, 1977), pp. 86-90.

establishing the categories. Other studies using such category systems in curriculum, instruction, and evaluation were noted by Babineau. These included a study by Mauritz Johnson in which a set of writings was analyzed for the use of the term curriculum. The National Education Association did reviews of contracts in 1968 and again in 1970, using categories for the analysis process, to determine the extent to which curriculum and instruction had been negotiated into contracts. In addition to these studies using such categories, Babineau examined several related dissertations in which the authors had devised systems for contract analysis. The work of Grace Noda, using descriptive techniques and a philosophical-logical mode of inquiry, suggested a rational framework for building a system for contract analysis. From the work of Benjamin Bloom on the means to evaluate curriculum and instruction came the categories for evaluation. These included: formative evaluation, diagnostic and placement evaluation, and summative evaluation. George Beauchamp's writing in Curriculum Theory (Third Edition) provided interpretations relative to the use of "curriculum" and the system necessary to produce a curriculum. The broad domains in Noda's work were expanded and then modified with items from other sources. Thus the work of Johnson, Noda, Bloom, and Beauchamp provided the bases for the categories in Babineau's taxonomy. The validity of his taxonomy was then established by review of a panel of experts consisting of Dr. John Mickelson, Dr. LeRoy Olson, Dr. Wayne Smith, and Dr. Robert Walter, all of Temple University, Philadelphia, Pennsylvania.⁷

⁷Babineau, pp. 84-86.

Dr. Mickelson, a specialist in middle school organization and curriculum, co-authored the book The Teacher and School Organization published in 1966. He teaches in the Department of Curriculum Theory and Development. Dr. Olson teaches classes in collective negotiations in the Department of Administration and Supervision at Temple University. Dr. Walter, an authority on collective bargaining, wrote the book The Teacher and Collective Bargaining published in 1975. Dr. Smith, a specialist in elementary school curriculum, teaches in the Department of Curriculum Theory and Development at Temple University.⁸

Inservice education in Tennessee has assumed particular importance in relation to both curriculum and instruction. Inservice education was defined by a 1977 Task Force as a "program of planned activities designed to increase the competencies of personnel in the performance of their professional responsibilities."⁹ A brief historical review of how inservice education has become such a significant factor in relation to curriculum and instruction seemed appropriate.

The study of the Tennessee Program of Public Education authorized by the Seventy-fourth General Assembly in 1945 recommended an increased emphasis on participation in curriculum improvement by lay and professional groups, local school systems, colleges and universities, and the State Department of Education. Then in 1947, Chapter 8, Public Acts provided for implementation of the recommendations of the study.

⁸Telephone interview with Raymond Babineau, Bloomsburg, Pennsylvania, November 15, 1981.

⁹Report of Task Force on Guidelines for Organization and Evaluation of In-service Education, prepared for Supervising Teacher Study Council and Tennessee State Department of Education, October, 1977, p. 1.

In 1951 the State Curriculum Committee, with representatives from the groups with interests in curriculum improvement, was formed. On May 9, 1952, the State Board of Education adopted a curriculum framework citing the minimum requirements for the instructional program and its improvement. The General Education Law of 1957 passed by the Tennessee General Assembly provided for ten days of paid inservice education. Thus both the Tennessee State Department of Education and the Tennessee General Assembly have mandated programs of inservice education.¹⁰ The Rules, Regulations, and Minimum Standards of the State Board of Education read:

Each school shall develop and carry out a program of inservice education designed to improve the school curriculum and promote the continuous professional growth of all personnel. The program shall be in accord with the system-wide plan of which it is a part.¹¹

The 1980 Guidelines for Planning Approvable Inservice Education

Activities listed the following as approvable activities:

1. Instruction assessment and improvement studies.
2. Planned workshops and/or other activities based on the assessed needs of a school or school system.
3. Development and coordination of school and school-wide curriculum.
4. Studies of: teaching methods and strategies, classroom management, child development, curriculum and instruction, motivation, community involvement, etc.
5. Selection, design, and/or development of instructional materials including textbook selection.
6. Analysis of student records, test scores, and other data for the purpose of program planning.
7. Visitations to observe specific programs including

¹⁰Report of Task Force on Guidelines for Organization and Evaluation of Inservice Education, pp. 1-3.

¹¹Rules, Regulations, and Minimum Standards, 1979-80, Tennessee State Board of Education, Nashville, Tennessee, Section 0520-1-3-02, Requirement A (4)(c), p. 35.

organizational patterns and teaching strategies.
8. Optional planned workshops, seminars, institutes, etc. related to a teacher's assignment if optional days are part of the system's planned inservice program. A school system's guidelines for acceptable optional credits must be submitted for approval to the State Department of Education.¹²

Because of this relation in Tennessee between the inservice education program and curriculum planning and instructional improvement, this writer included for the analysis of negotiated teacher contracts in Tennessee the following as an addition to Babineau's taxonomy under IV.

43. teacher participation in the planning of the school system's inservice program.

Following is the taxonomy with the addition of inservice education.

¹²Memorandum to Public School Superintendents and State Approved Private and Special Schools, from E. A. Cox, Commissioner of Education, Guidelines for Planning Approvable Inservice Education Activities, April 17, 1980, p. 2.

A TAXONOMY FOR THE EXAMINATION OF COLLECTIVE BARGAINING
AGREEMENTS WITH REGARD TO IMPLICATIONS
FOR CURRICULUM AND INSTRUCTION

I. LANGUAGE USAGE OF THE WORD "CURRICULUM"¹³

- | | |
|--|---|
| <p>A. <u>"Curriculum" As The Subject of A Verb</u>
(List Verbs)</p> | <p>B. <u>"Curriculum" As The Object of A Verb</u>
(List Verbs)</p> |
| <p>C. <u>"Curriculum" As The Modifier of A Noun</u>
(List Nouns)</p> | <p>D. <u>Adjectives Used to Modify "Curriculum"</u>
(List Adjectives)</p> |

II. LANGUAGE USAGE OF THE WORD "INSTRUCTION"¹⁴

- | | |
|--|--|
| <p>A. <u>"Instruction" As The Subject of A Verb</u>
(List Verbs)</p> | <p>B. <u>"Instruction" As The Object of A Verb</u>
(List Verbs)</p> |
| <p>C. <u>"Instruction As The Modifier of A Noun</u>
(List Nouns)</p> | <p>D. <u>Adjectives Used To Modify "Instruction"</u>
(List Adjectives)</p> |

III. THE CURRICULUM SYSTEM

- A. Bargaining for Substance
- Contract provides:
1. general provision of academic freedom.
 2. specific provision(s) providing teacher autonomy in selection and/or organization of:

¹³The word "curriculum" is intended to include all grammatical forms of the word.

¹⁴The word "instruction" is intended to include all grammatical forms of the word.

- a) educational goals and/or instructional objectives.
 - b) content or subject matter.
 - c) means to evaluate the curriculum.
3. specific provision(s) providing teacher participation in the selection and/or organization of:
- a) educational goals and/or instructional objectives.
 - b) content or subject matter.
 - c) means to evaluate the curriculum.

B. Bargaining for Process

Contract provides:

1. establishing a Curriculum Council or Committee(s).
 - a) membership of a group.
 - b) criteria for selecting membership.
 - c) power for teachers to appoint representatives.
 - d) rules for governing operation of group.
2. Curriculum Council or Committee(s) decision-making power for curriculum implementation and/or revision procedures.

Decisions subject to approval by:

- a) faculty.
- b) school administration.
- c) board of education.

C. Bargaining for Funds

Contract provides that the Board of Education supply funding for:

1. payment of teachers engaging in curriculum planning activities.
2. procurement of materials and supplies necessary to the curriculum planning process.
3. reimbursement to teachers for expenses incidental to the curriculum planning activities.

D. Miscellaneous Curriculum Provisions

IV. THE INSTRUCTIONAL SYSTEM

Contract provides for:

1. class size.
2. numbers of classes per day.
3. length of classes.
4. number of preparations.
5. length of school day.
6. organization of classes within school day.
7. teacher preparation time.
8. length of school year.
9. teaching or instructional assignment based on certification and/or preparation.
10. planning for instruction.
11. instructional council.
12. organizational structure of the faculty.
13. faculty and departmental meetings.
14. educational facilities - instructional areas.
15. educational facilities - ancillary areas.
16. tutoring.
17. homebound instruction.
18. substitute teachers.
19. use of teacher aides and other paraprofessionals.
20. use of specialists (music, art, guidance, etc.).
21. use of student teachers or other pre-service teachers.
22. individualized instruction.
23. independent study.
24. use of performance contracting.
25. selection and/or use of instructional materials (print).
26. selection and/or use of instructional materials (non-print).
27. selection and/or use of technology (hardware).
28. library services.
29. selection and/or use of school supplies.
30. use of duplicating facilities.
31. ownership and/or control of teacher-produced instructional materials.
32. college or university liaison.
33. field trips.
34. student behavior problems and discipline.
35. parent-teacher conferences.
36. teacher-student conferences.
37. selection and/or use of standardized tests.
38. code of ethics.
39. teacher participation in selecting school administration.
40. teacher participation in selecting school supervisors.
41. notification of teaching assignment.
42. attendance at conventions, conferences, seminars and school visitations.
43. teacher participation in the planning of the school system's inservice program.

V. THE EVALUATION SYSTEM

Contract provides for:

A. formative evaluation

1. criterion-referenced formative testing of students.
2. interest reactionnaires from students.
3. attitudinal reactionnaires from students.
4. data collection on curriculum implementation, (e.g., instructional procedures utilized, etc.).
5. anecdotal records and comments of teachers.
6. anecdotal comments and criticisms of subject specialists.
7. anecdotal comments and criticisms of curriculum and/or instructional specialists.
8. evaluation of teacher proficiency.

B. diagnostic and placement evaluation

1. norm-referenced diagnostic testing of students.
2. criterion-referenced diagnostic testing of students.
3. intelligence testing of students.
4. psychological testing and evaluation of students.
5. physical and medical testing and evaluation of students.

C. summative evaluation

1. assigning of grades to students.
2. certification of student skills or abilities.
3. prediction of student success in subsequent courses.
4. specification of the initiation point for student instruction in subsequent course.
5. feedback to students other than grades.
6. comparison of student learning outcomes of different groups via:
 - a) norm-referenced tests.
 - b) criterion-referenced tests.
7. evaluation of teacher proficiency.

Description, Analysis, and Interpretation of the Data

The techniques of content analysis were applied to each contract in the study. The results were then tabulated on large summary charts for each major category. Each summary chart also had listed the sub-categories of the major heading. After all contracts were examined, the data in each category and sub-category were derived. The number and

percentage of uses of the terms curriculum and instruction were reported. In addition, the percentages were determined of the negotiated teacher contracts containing articles relating to curriculum, instruction, and/or evaluation. Finally correlations between school system characteristics and the number of curriculum, instruction, and/or evaluation items in the negotiated teacher contracts were calculated by computer through the application of the Pearson Product Moment Correlation formula. While it is acceptable practice in educational research to establish a .01 or .05 level of significance as the basis for testing the research hypothesis, findings of previous research in this area have not been of that magnitude. Consequently, in this study correlations in which there was at least an 80 percent probability ($p < .20$) of a significant relationship were reported. The determination of significance of correlation coefficients found was made by converting the correlation coefficients to F ratios and then comparing these ratios with appropriate tables.¹⁵

Chapter 4 was devoted to reporting the results of categorizing the contract items and the analysis of the resulting data.

¹⁵Wilfrid J. Dixon, Frank J. Massey, Jr., Introduction to Statistical Analysis (New York: McGraw-Hill Book Company, 1969), p. 482.

Chapter 4

THE DATA AND FINDINGS

Introduction

The basic purpose of this study was to examine negotiated teacher contracts in Tennessee to determine the extent and nature of articles relating to curriculum and instruction. This study does not represent all curriculum and instruction articles which were discussed at the bargaining table, but only those articles actually agreed to by both parties and included in the ratified teacher contract. For the purpose of the examination of the negotiated teacher contracts, an instrument entitled "A Taxonomy for the Examination of Collective Bargaining Agreements With Regard to Implications for Curriculum and Instruction" devised by Raymond Babineau was used. The instrument was applied to the sixty-five negotiated teacher contracts which were in effect for some portion of the 1980-81 school year in Tennessee. Ninety-two percent of the contracts analyzed were negotiated under the auspices of the Education Professional Negotiations Act of 1978. This chapter includes the quantification of the data and a statement of the findings.

Use of Terms: Curriculum and Instruction

Each of the sixty-five contracts was examined in accordance with the taxonomy for the grammatical uses of the terms curriculum and instruction. The examination did reveal patterns in the usage of each

term. Both words were used with the most frequency as the modifiers of nouns. The terms were used by the negotiating parties most frequently as modifiers of people or things rather than used as a separate entity such as the subject or object of a verb or as modified by an adjective. The term curriculum occurred a total of 58 times in sixty-five contracts with 43 or 76 percent of those occurrences as the modifier of a noun. The term instruction occurred a total of 52 times in sixty-five contracts with 39 or 75 percent of these occurrences as the modifier of a noun. A complete tabulation of the content analysis of the grammatical use of the terms curriculum and instruction follows. Tables representing the uses of the term curriculum as modified by an adjective and as the subject of a verb are omitted as there were zero and one occurrence respectively. A table representing the uses of the term instruction as the subject of a verb is omitted as there was only one occurrence.

It should be noted that the word curriculum was most frequently used to modify the word improvement(s) with the second most frequent use as modifier of the word council. The area of curriculum improvement(s) would seem to be an area of concern as expressed in the negotiated contract. The creation of a curriculum council was a means of dealing with the area of curriculum in the contract.

The word instruction was most frequently used as a modifier of the word program, with its use as the modifier of the word pattern(s) as second in frequency. An examination of the uses of both the terms curriculum and instruction indicated that in some occurrences the use of the one term would suggest the meaning of the other term. In the

majority of the occurrences, however, curriculum was a plan to be developed while instruction was a methodology. This suggested some differentiation in the terms by the negotiating parties.

Table 1

Use of the Term Curriculum as
the Object of a Verb

N = 14

Verb	Number of Usages	Percent of Uses of the Term Curriculum as the Object of a Verb
decide	1	7.1
identify	1	7.1
improve	1	7.1
modify	7	50.0
provide	2	14.3
study	2	14.3

Table 2

Use of the Term Curriculum as
the Modifier of a Noun

N = 43

Noun	Number of Usages	Percent of Uses of the Term Curriculum as the Modifier of a Noun
activities	3	7.0
changes	1	2.3
council	6	14.0
development	5	11.6
divisions/departments	1	2.3
education	1	2.3
enrichment	1	2.3
implementation	1	2.3
improvement(s)	14	32.6
meetings	1	2.3
needs	3	7.0
patterns	1	2.3
program(s)	2	4.7
staffs	1	2.3
study	1	2.3
supervisor	1	2.3

Table 3

Use of the Term Instruction
as the Object of a Verb

N = 8

Verb	Number of Usages	Percent of Uses of the Term Instruction as the Object of a Verb
decide	1	12.5
disrupts	1	12.5
establish	1	12.5
improve	1	12.5
improving	2	25.0
maintain	1	12.5
provide	1	12.5

Table 4

Use of the Term Instruction
as the Modifier of a Noun

N = 39

Noun	Number of Usages	Percent of Uses of the Term Instruction as the Modifier of a Noun
departments	1	2.6
divisions	1	2.6
material(s)	5	12.8
needs	1	2.6
patterns	10	25.6
policy	1	2.6
program	12	30.8
requirements	1	2.6
space	1	2.6
supplies	1	2.6
systems	1	2.6
techniques	2	5.1
time	2	5.1

Table 5

Use of the Term Instruction
as Modified by an Adjective

N = 4

Adjective	Number of Usages	Percent of Uses of the Term Instruction as Modified by an Adjective
classroom	1	25.0
good	2	50.0
individualized	1	25.0

Curriculum, Instruction, and Evaluation Items

It was found that all 65 or 100 percent of the negotiated contracts examined contained items in at least one of the three categories of curriculum, instruction, or evaluation. These results by category are included in Table 6. The taxonomy matrix for all items in these three categories contained the possibility of recording 5,135 items in the 65 contracts. This percentage of taxonomy matrix possibilities represents the number of negotiated items in relation to the number of potential items as reflected in the taxonomy that might have been negotiated. Items recorded totaled 803 for a percentage of 15.61. The breakdown of total matrix possibilities, the number of items recorded, and the percentages of the taxonomy matrix possibilities recorded by category are included in Table 6. An explanation of these breakdowns by category was included in the discussion of each category.

Table 6

Curriculum, Instruction, and Evaluation Items

N = 65

Category	Number of Agreements Containing the Item	Percentage of the Agreements Containing the Item	Number of Items Contained in Agreements	Number of Matrix Possibilities	Percentage of the Taxonomy Matrix Possibilities
Curriculum	32	49.23	137	1040	13.17
Instruction	65	100.00	582	2795	20.82
Evaluation	53	81.53	84	1300	6.46

Curriculum Items

As shown in Table 6, 32 or 49.23 percent of the 65 negotiated teacher contracts examined contained items relating to curriculum. The taxonomy matrix contained the possibility of 1,040 curriculum items in the 65 contracts examined. A total of 137 curriculum items were found in the tabulation for a percentage of 13.17 of the matrix possibilities. Indicated in Table 7 are results of the tabulation and the percentage of contracts containing the item by category and subcategory.

It is significant that the most frequent tallies among the curriculum categories were in the area of the establishment of a curriculum council with the subcategories of membership and criteria for selection of the membership of this council second and third in frequency. Some 33.84 percent and 32.20 percent respectively of the 65 contracts included these provisions. The frequency of this item was indicative of the use of the creation of a curriculum council as a means to deal with curriculum matters in the contractual context. Other subcategories high in frequency also related to the curriculum council. Among these were the power of teachers to appoint representatives to the curriculum council (30.76 percent); the rules governing the operation of the curriculum council (29.23 percent); and the decision-making power for curriculum implementation and/or revision procedures of the council subject to approval by the board of education (27.69 percent). The main category next highest in frequency among the curriculum items was the general provision of academic freedom. A total of 20 contracts or 30.76 percent included a provision on academic freedom.

Table 7

The Curriculum System

N = 65

Taxonomy Category	Number of Agreements Containing the Item	Percentage of Agreements Containing the Item
A. <u>Bargaining for Substance</u>		
Contract provides:		
1. general provisions of academic freedom	20	30.76
2. specific provision(s) providing teacher autonomy in selection and/or organization of:		
a) educational goals and/or instructional objectives	-	-
b) content or subject matter	-	-
c) means to evaluate the curriculum	-	-
3. specific provision(s) providing teacher participation in the selection and/or organization of:		
a) educational goals and/or instructional objectives	1	1.53
b) content or subject matter	1	1.53
c) means to evaluate the curriculum	1	1.53
B. <u>Bargaining for Process</u>		
Contract provides:		
1. establishing a Curriculum Council or Committee(s)		
a) membership of a group	22	33.84
b) criteria for selecting membership	21	32.30

Table 7 (continued)

Taxonomy Category	Number of Agreements Containing the Item	Percentage of Agreements Containing the Item
B. <u>Bargaining for Process</u> (continued)		
c) power for teachers to appoint representatives	20	30.76
d) rules for governing operation of group	19	29.23
2. Curriculum Council or Committee(s) decision-making power for curriculum implementation and/or revision procedures. Decisions subject to approval by:		
a) faculty	-	-
b) school administration	8	12.30
c) board of education	18	27.69
C. <u>Bargaining for Funds</u>		
Contract provides that the Board of Education supply funding for:		
1. payment of teachers engaging in curriculum planning activities	-	-
2. procurement of materials and supplies necessary to the curriculum planning process	1	1.53
3. reimbursement to teachers for expenses incidental to curriculum planning activities	1	1.53
D. <u>Miscellaneous Curriculum Provisions</u>	4	6.15

Instruction Items

Indicated in Table 6 is the inclusion of provisions relating to instruction in all 65 or 100 percent of the negotiated teacher contracts examined. The taxonomy matrix contained 2,795 possibilities of instruction items in the 65 contracts. Of those total possibilities, 582 were recorded for a 20.82 percentage. Table 8 contains the frequency of the items and percentage of agreements with such items by specific categories.

The highest recorded frequencies and percentages were in the area of student behavior problems and discipline (90.76 percent). This specific area is one of eight mandated areas of negotiation stated in the Education Professional Negotiations Act in Tennessee. The second highest recorded frequencies and percentages were in the areas of length of the school year (76.92 percent) and length of the school day (72.30 percent). While the number of days in a school year is mandated in Tennessee, the organization of the school calendar may be negotiated. The school calendar as well as the length of the school day is clearly a working condition which is also a mandated area of negotiations under Tennessee law. The fourth through the sixth highest areas were notification of teaching assignment (69.23 percent), teacher participation in inservice planning (66.15 percent), and teacher preparation time (60.00 percent). These are also provisions relating to working conditions. Items relating to faculty and departmental meetings and provisions for attendance at conventions, conferences, seminars, and school visitations were present in more than half of the 65 contracts examined (56.92 percent and 50.76 percent respectively).

Many of the articles providing for attendance at conventions, conferences, seminars, and school visitations were restatements of the provisions by the State of Tennessee of two days a year of personal and/or professional leave for each teacher.¹ The highest percentages were in areas which are clearly working conditions. The percentages are much lower in areas most often interpreted by boards of education as managerial rights.

¹Personal and Professional Leave-Sick Leave-Accumulation-Substitute teacher. Tennessee Code Annotated 1977 Replacement, Volume 9, Chapter 13, Section 49-1314, p. 143.

Table 8

The Instructional System

N = 65

Taxonomy Category	Number of Agreements Containing the Item	Percentage of Agreements Containing the Item
1. Class size	26	40.00
2. Number of classes per day	9	13.84
3. Length of classes	2	3.07
4. Number of preparations	14	21.53
5. Length of school day	47	72.30
6. Organization of classes within school day	2	3.07
7. Teacher preparation time	39	60.00
8. Length of school year	50	76.92
9. Teaching or instructional assignment based on certification	22	33.84
10. Planning for instruction	1	1.53
11. Instructional council	10	15.38
12. Organizational structure of the faculty	3	4.61
13. Faculty and departmental meetings	37	56.92
14. Educational Facilities - instructional areas	18	27.69
15. Educational Facilities - ancillary areas	22	33.84
16. Tutoring	-	-

Table 8 (continued)

Taxonomy Category	Number of Agreements Containing the Item	Percentage of Agreements Containing the Item
17. Homebound instruction	4	6.15
18. Substitute teachers	5	7.69
19. Use of teacher aides and other paraprofessionals	1	1.53
20. Use of specialists (music, art, guidance, etc.)	6	9.23
21. Use of student teachers or other pre-service teachers	2	3.07
22. Individualized instruction	-	-
23. Independent study	-	-
24. Use of performance contracting	-	-
25. Selection and/or use of instructional materials (print)	23	35.38
26. Selection and/or use of instructional materials (non-print)	18	27.69
27. Selection and/or use of technology	5	7.69
28. Library services	1	1.53
29. Selection and/or use of school supplies	11	16.92
30. Use of duplicating facilities	15	23.07
31. Ownership and/or control of teacher produced instructional materials	-	-
32. College or university liaison	1	1.53
33. Field trips	1	1.53

Table 8 (continued)

Taxonomy Category	Number of Agreements Containing the Item	Percentage of Agreements Containing the Item
34. Student behavior problems and discipline	59	90.76
35. Parent-teacher conferences	5	7.69
36. Teacher-student conferences	-	-
37. Selection and/or use of standardized tests	1	1.53
38. Code of ethics	1	1.53
39. Teacher participation in selecting school administration	-	-
40. Teacher participation in selecting school supervisors	-	-
41. Notification of teaching assignment	45	69.23
42. Attendance at conventions, conferences, seminars, and school visitations	33	50.76
43. Teacher participation in the planning of the school system's inservice program	43	66.15

Evaluation Items

The examination of contracts revealed that 53 or 81.53 percent of the 65 contracts contained evaluation items. The taxonomy matrix for evaluations contained 1300 possibilities of evaluation items in 65 contracts. Of these possibilities 84 were tabulated for a percentage of 6.46. These data are recorded in Table 6. Table 9 includes the breakdown in frequency and percentage by category and subcategory. Of the three areas recorded, summative evaluation of teacher proficiency was the most frequently tallied category with 76.92 percent. The second highest area recorded was the area of formative evaluation of teacher proficiency with 43.07 percent. The frequency of these two areas may be in part accounted for by the reference to evaluation of teachers in the Rules, Regulations, and Minimum Standards as adopted by the Tennessee State Board of Education. This requirement reads:

- (a) Local boards of education shall develop evaluative procedures for all professional school personnel. The evaluative procedure shall be designed for the purpose of improving the instructional program. The Evaluative Criteria shall be on file with the Commissioner of Education.
- (b) Annual evaluation shall be made of probationary teachers with tenure teachers being evaluated once every three years. Tenure teachers may be evaluated on a staggered basis.²

Several evaluation provisions in contracts repeated or elaborated on this requirement. The final evaluation item tabulated was the assigning of grades to students under the summative evaluation category with 9.23 percent of the contracts containing this item.

²Rules, Regulations, and Minimum Standards 1979-1980, Tennessee State Board of Education, Nashville, Tennessee, July, 1979, Chapter 9520-1-3-.05, Requirement D, p. 49.

Table 9

The Evaluation System

N = 65

Taxonomy Category	Number of Agreements Containing the Item	Percentage of Agreements Containing the Item
Contract provides for:		
A. <u>Formative Evaluation</u>		
1. criterion-referenced formative testing of students	-	-
2. interest reactionnaires from students	-	-
3. attitudinal reactionnaires from students	-	-
4. data collection on curriculum implementation, (e.g., instructional procedures utilized, etc.)	-	-
5. anecdotal records and comments of teachers	-	-
6. anecdotal comments and criticisms of subject specialists	-	-
7. anecdotal comments and criticisms of curriculum and/or instructional specialists	-	-
8. evaluation of teacher proficiency	28	43.07
B. <u>Diagnostic and Placement Evaluation</u>		
1. norm-referenced diagnostic testing of students	-	-
2. criterion-referenced diagnostic testing of students	-	-
3. intelligence testing of students	-	-
4. psychological testing and evaluation of students	-	-
5. physical and medical testing and evaluation of students	-	-

Table 9 (continued)

Taxonomy Category	Number of Agreements Containing the Item	Percentage of Agreements Containing the Item
<u>C. Summative Evaluation</u>		
1. assigning of grades to students	6	9.23
2. certification of student skills or abilities	-	-
3. prediction of student success in subsequent courses	-	-
4. specification of the initiation point for student instruction in subsequent courses	-	-
5. feedback to students other than grades	-	-
6. comparison of student learning outcomes of different groups via: a) norm-referenced tests	-	-
b) criterion-referenced tests	-	-
7. evaluation of teacher proficiency	50	76.92

Correlation Between the Size of the School System
and the Number of Curriculum, Instruction,
and Evaluation Items

To determine whether or not a correlation existed between the size of the school system and the number of curriculum, instruction, and evaluation items, the Pearson Product Moment Correlation formula was used. The size of the school systems was determined by the average daily attendance in the school systems as reported in the Annual Statistical Report for the year ending June 30, 1981. (See Appendix D) The results of applying that formula are shown in Table 10. None of these correlations were significant at the .20 level or above.

Table 10

Correlation Between the Size of the School System
and the Number of Curriculum, Instruction,
and Evaluation Items

Item	Correlation	Level of Significance
Curriculum	-0.0269	NS
Instruction	0.0377	NS
Evaluation	-0.1125	NS
Curriculum, Instruction, and Evaluation	-0.0002	NS

Correlation Between the Number of Years of
Negotiation in a School System and the
Number of Curriculum, Instruction,
and Evaluation Items

A determination of the correlation between the number of years of negotiation in a school system and the number of curriculum, instruction, and evaluation items was made. The range in the number of years of negotiation in Tennessee school systems was one year to seventeen years. (See Appendix B) The results are shown in Table 11. None of these correlations were significant at the .20 level or above.

Table 11

Correlation Between the Number of Years of
Negotiation in a School System and the
Number of Curriculum, Instruction,
and Evaluation Items

Item	Correlation	Level of Significance
Curriculum	0.0767	NS
Instruction	0.0907	NS
Evaluation	-0.0187	NS
Curriculum, Instruction, and Evaluation	0.0935	NS

Correlation Between the Maximum Annual Teacher
Salary and the Number of Curriculum,
Instruction, and Evaluation Items

The correlation between the maximum annual teacher salary and the number of curriculum, instruction, and evaluation items was computed. (See Appendix D) The results are reported in Table 12. There was a significant correlation at the .20 level between the maximum teacher salary and the number of instruction items. In addition, a significant relationship at the .20 level was found between the maximum teacher salary and the total number of curriculum, instruction, and evaluation items.

Table 12

Correlation Between the Maximum Annual Teacher
Salary and the Number of Curriculum,
Instruction, and Evaluation Items

Item	Correlation	Level of Significance
Curriculum	0.0389	NS
Instruction	0.1676	$p < .20$
Evaluation	0.0789	NS
Curriculum, Instruction, and Evaluation	0.1445	$p < .20$

Correlation Between the Average Annual Teacher
Salary and the Number of Curriculum,
Instruction, and Evaluation Items

A determination of the correlation between the average annual teacher salary and the number of curriculum, instruction, and evaluation items in the negotiated teacher contracts examined was made. (See Appendix D) The results are shown in Table 13. A significant correlation at the .10 level was found between the average annual teacher salary and the number of instruction items. In addition, a significant relationship at the .20 level was found between the average annual teacher salary and the total number of curriculum, instruction, and evaluation items.

Table 13

Correlation Between the Average Annual Teacher
Salary and the Number of Curriculum,
Instruction, and Evaluation Items

Item	Correlation	Level of Significance
Curriculum	0.0800	NS
Instruction	0.2152	$p < .10$
Evaluation	0.0475	NS
Curriculum, Instruction, and Evaluation	0.1558	$p < .20$

Correlation Between the Expenditure Per
Pupil and the Number of Curriculum,
Instruction, and Evaluation Items

A determination of the correlation between the expenditure per pupil in average daily attendance and the number of curriculum, instruction, and evaluation items was made. (See Appendix D) The results are shown in Table 14. A significant correlation at the .10 level was found between the expenditure per pupil in average daily attendance and the number of instruction items. A significant correlation at the .20 level was found between the expenditure per pupil in average daily attendance and the total number of curriculum, instruction, and evaluation items.

Table 14

Correlation Between the Expenditure Per
Pupil and the Number of Curriculum,
Instruction, and Evaluation Items

Item	Correlation	Level of Significance
Curriculum	-0.0004	NS
Instruction	0.2027	$p < .10$
Evaluation	0.0245	NS
Curriculum, Instruction, and Evaluation	0.1686	$p < .20$

Correlation Between the Expenditure Per Pupil
for Instructional Supplies and Materials and
the Number of Curriculum, Instruction,
and Evaluation Items

The correlation between the expenditure per pupil in average daily attendance for instructional supplies and materials and the number of curriculum, instruction, and evaluation items was computed. (See Appendix D) The results are shown in Table 15. None of these correlations were significant at the .20 level or above.

Table 15

Correlation Between the Expenditure Per Pupil
for Instructional Supplies and Materials and
the Number of Curriculum, Instruction,
and Evaluation Items

Item	Correlation	Level of Significance
Curriculum	0.0456	NS
Instruction	0.1373	NS
Evaluation	-0.0865	NS
Curriculum, Instruction, and Evaluation	0.1059	NS

Correlation Between the Total Expenditures for
Instruction and the Number of Curriculum,
Instruction, and Evaluation Items

A determination of the correlation between the total expenditures for instruction and the number of curriculum, instruction, and evaluation items was made. (See Appendix D) The results are shown in Table 16. There were no significant correlations at the .20 level or above.

Table 16

Correlation Between the Total Expenditures for
Instruction and the Number of Curriculum,
Instruction, and Evaluation Items

Item	Correlation	Level of Significance
Curriculum	-0.0004	NS
Instruction	0.0724	NS
Evaluation	-0.1089	NS
Curriculum, Instruction, and Evaluation	0.0383	NS

Chapter 5

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

The passage of the Education Professional Negotiations Act of 1978 has affected public education in Tennessee. Negotiating local education groups in Tennessee represent almost 80 percent of the teaching positions in the state.¹ While the content of the negotiated agreements vary, 92 percent of the 1980-81 contracts shared the commonality of being bargained under the Education Professional Negotiations Act of 1978 and the resulting opinions of the Attorney General. This study was an examination of sixty-five negotiated agreements in force for some portion of the 1980-81 academic year for items with implications for curriculum and instruction. While some school boards and administrations maintain these are not negotiable items, the fact is that curriculum and instruction items are being negotiated into teacher contracts in Tennessee.

Language Usage

One area examined in the sixty-five negotiated contracts was the usage made of the terms curriculum and instruction. Both terms were used most frequently as the modifier of a noun rather than as a separate entity. In both instances the terms were used to suggest a function or modify another term. Examples would be curriculum

¹"Six More Locals Seek to Negotiate in 1982," TEA News, Volume 13, No. 5, November 15, 1981, p. 71.

improvements and curriculum council, the two most frequent uses of the term in the negotiated teacher contracts. The term instruction was used with the most frequency to modify the term program, with the term patterns second in frequency. While there was some variability in the definitions of the terms curriculum and instruction, in the majority of occurrences curriculum suggested a plan of study while instruction suggested a methodology.

Curriculum Items

The inclusion of items relating to curriculum was the second area under examination. Some 49.23 percent of contracts analyzed contained items related to curriculum. This represented 13.17 percent of the potential curriculum items represented in the matrix. The area of highest frequency was the establishment of a curriculum council with the membership and criteria for selection of membership in the council as second and third in frequency. The second three highest tallies also related to the operation of the curriculum council.

Instruction Items

Items relating to instruction included in the negotiated teacher contracts were likewise an area of concern. It was found that 100 percent of the sixty-five contracts analyzed included instruction items. These items when tabulated represented 20.82 percent of the total instructional possibilities in the matrix. The areas of highest frequencies included student discipline (90.76 percent), length of the school year (76.92 percent), and length of the school day (72.30

percent). The second three highest areas in frequency were notification of teaching assignment (69.23 percent), teacher participation in in-service planning (66.15 percent), and teacher preparation time (60.00 percent). Student discipline is a mandated area of negotiations under Tennessee law, and the other five highest areas in frequency are clearly related to working conditions, likewise a mandated area of negotiation.

Evaluation Items

Items related to the evaluation category were found in 81.53 percent of the contracts examined. This included, however, only 6.46 percent of the total matrix possibilities in the evaluation category. The two specific categories representing the highest tabulations were summative evaluation of teachers (76.92 percent) and formative evaluation of teachers (43.07 percent). The only other evaluation area in the matrix with tabulations was the assigning of student grades with 9.23 percent. Some 86 percent of the twenty-one areas in the evaluation category of the taxonomy had no corresponding items in the negotiated contracts examined.

Curriculum, Instruction, and Evaluation Items

Overall, 100 percent of the negotiated contracts examined contained items related to curriculum, instruction, and evaluation. When all possibilities from the matrix for inclusion of items in the three areas were considered, the total included in the negotiated contracts represented 15.61 percent of the possibilities in the matrix.

Correlations

The Pearson Product Moment Correlation formula was used to determine if relationships existed between specific school system characteristics and the number of curriculum, instruction, and/or evaluation items as well as the three item types taken together. These findings are shown in Table 17.

Significant relationships were found to exist in six cases. The highest correlations were found between the number of instruction items included in the negotiated contracts and the average teacher salary and between the number of instruction items and the expenditure per pupil. These were significant at the .10 level. In addition, there were significant relationships at the .20 level between the total number of curriculum, instruction, and evaluation items and the average teacher salary and the expenditure per pupil respectively. The third area of a significant correlation was between the number of instruction items and the maximum teacher salary. This was significant at the .20 level. In addition, there was a significant relationship at the .20 level between the total number of curriculum, instruction, and evaluation items and the maximum teacher salary.

These low positive correlations at the significance levels cited would seem to suggest a positive relationship between the amount of monies expended for instructional salaries and the amount of monies expended per pupil and the number of instructional items included in negotiated teacher contracts. While positive correlation coefficients were found in twenty of the twenty-eight pairings of school system characteristics and frequencies of curriculum, instruction, and/or

evaluation items indicating clearly a positive relationship, most were not statistically significant.

Table 17

**Correlation Matrix Summarizing Relationships
Between Negotiated Items and School
System Characteristics**

Characteristics	Curriculum	Instruction	Evaluation	Total Curriculum, Instruction, and Evaluation
Size of School System	-0.0269	0.0377	-0.1125	-0.0002
Years of Negotiations in School System	0.0767	0.0907	-0.0187	0.0935
Maximum Teacher Salary	0.0389	0.1676**	0.0789	0.1445**
Average Teacher Salary	0.0800	0.2152*	0.0475	0.1558**
Expenditure Per Pupil	-0.0004	0.2027*	0.0245	0.1686**
Expenditure for Instructional Supplies/Materials	0.0456	0.1373	-0.0865	0.1059
Total Expenditures for Instruction	-0.0004	0.0724	-0.1089	0.0383

*p < .10

**p < .20

Conclusions

The following conclusions can be supported by the findings of this study:

1. While there was not complete agreement in the usage of the terms curriculum and instruction among the negotiated contracts examined, there existed a tendency to use both terms as modifiers of persons or things.

2. There was a tendency to distinguish between the meanings of the terms curriculum and instruction with the former being a plan or course of studies and the latter a methodology.

3. Items with implications for curriculum were predominantly those related to the curriculum council and its membership. The curriculum council represents a means of influencing the curriculum determination process as opposed to items mandating specific curriculum content or change.

4. Instruction items found in the 1980-81 negotiated teacher contracts in Tennessee with the most frequency tended to fall under two mandated areas of negotiations in Tennessee law: student discipline and working conditions.

5. School systems having a higher maximum teacher salary in 1980-81 tended to have a significantly greater number of instructional items included in their 1980-81 negotiated teacher contracts.

6. School systems having a higher average teacher salary in 1980-81 tended to have a significantly greater number of instructional items included in their 1980-81 negotiated teacher contracts.

7. School systems having a higher per pupil expenditure in 1980-81

had significantly more instructional items in their 1980-81 negotiated teacher contracts.

8. School systems having a higher per pupil expenditure in 1980-81 for instructional supplies and materials had a greater number of instructional items in their 1980-81 negotiated teacher contracts, but the relationship was not statistically significant.

9. In relation to the number of curriculum, instruction, and evaluation items as represented in the taxonomy that were potential inclusions in the negotiated teacher contracts, the number of actual inclusions was 15.61 percent of the total possibilities.

Recommendations

Based on the findings and conclusions of this study, the following recommendations are made:

1. A yearly analysis and comparative study of curriculum, instruction, and evaluation items included in Tennessee's negotiated teacher contracts should be done.

2. Further studies should be made to determine what specific school system characteristics, if any, relate to the inclusion of curriculum, instruction, and evaluation items in negotiated teacher contracts.

3. A comparative study of school board policies and/or administrative documents which relate to curriculum, instruction, and evaluation and negotiated items in teacher contracts related to curriculum, instruction, and evaluation should be done.

4. A comparative study between school systems with negotiated

contracts and school systems without negotiated contracts of school board policies and/or administrative documents which relate to curriculum, instruction, and evaluation and negotiated items in teacher contracts related to curriculum, instruction, and evaluation should be done.

5. A study should be made of those school systems in Tennessee which have the greatest number of curriculum and instruction items in their negotiated teacher contracts to determine the effects on the curriculum and instructional program.

6. Studies using the technique of content analysis should be made of the negotiating process itself to examine discussion at the table of items relating to curriculum and instruction.

7. A study should be made of the emphasis placed on summative evaluation of teacher proficiency rather than formative evaluation in Tennessee school systems.

8. A study should be made of the relationship between increased teacher control and autonomy in matters relating to curriculum and instruction and the achievement of a professional status for the teaching profession.

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APPENDICES

APPENDIX A



BLOOMSBURG STATE COLLEGE
Bloomsburg, Pennsylvania 17815

School of Professional Studies
Department of Secondary Education

July 17, 1981

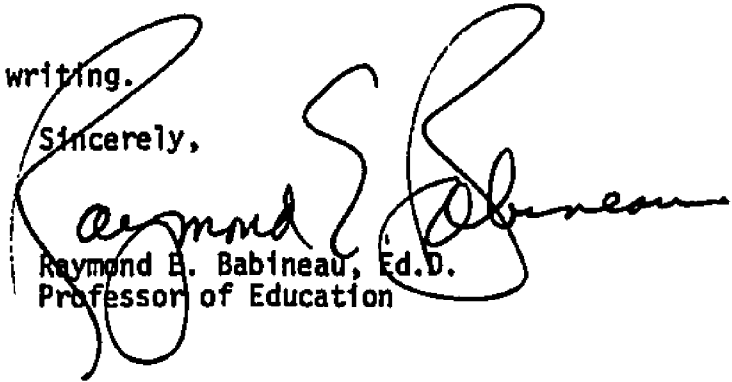
Ms. Marilyn Hankins
306 College Street
Jonesboro, Tennessee 37659

Dear Ms. Hankins:

I am happy to grant you permission to use my "Taxonomy for the Examination of Collective Bargaining Agreements with Regard to Implications for Curriculum and Instruction" for purposes of your dissertation. I would appreciate an abstract of your completed study.

Best wishes for your research and writing.

Sincerely,



Raymond E. Babineau, Ed.D.
Professor of Education

REB/jh

APPENDIX B

NEGOTIATING LOCALS

<u>District Name</u>	<u>Year of Election</u>
Anderson County	1979
Bedford County	1979
Benton County	1979
Bledsoe County	1979
Blount County	1979
Bradley County	1979
Cannon County	1980
Cheatham County	1976
Chester County	1979
Claiborne County	1979
Clay County	1979
Cocke County	1979
Manchester	1979
Cumberland County	1979
Metro Nashville	1964
Fayette County	1979
Fentress County	1979
Franklin County	1980
Humboldt	1979
Trenton	1979
Grainger County	1979
Greene County	1979
Grundy County	1980
Hamblen County	1979
Morristown	1979
Hamilton County	1979
Chattanooga	1979
Hawkins County	1979
Haywood County	1980
Houston County	1979
Jackson County	1979
Jefferson County	1979
Johnson County	1979
Knox County	1979
Knoxville	1979
Lawrence County	1979
Fayetteville	1979
Lenoir City	1979
McMinn County	1979
McNairy County	1979
Macon County	1979
Marion County	1979
Meigs County	1980
Monroe County	1979
Sweetwater	1979
Clarksville-Montgomery County	1979

<u>District Name</u>	<u>Year of Election</u>
Morgan County	1980
Obion County	1979
Polk County	1979
Putnam County	1979
Rhea County	1979
Roane County	1979
Harriman	1979
Robertson County	1979
Rutherford County	1979
Murfreesboro	1979
Scott County	1979
Sevier County	1979
Memphis	1971
Sumner County	1979
Tipton County	1980
Unicoi County	1974
Warren County	1979
Washington County	1979
Johnson City	1979
Weakley County	1979
White County	1979
Williamson County	1979
Wilson County	1979

AFT Locals

Campbell County	1979
Carter County	1973

Decertified Locals

Elizabethton (1981)	1979
Sequatchie County (1979)	1979

APPENDIX C



East Tennessee State University

Department of Supervision and Administration • Box 19000A • Johnson City, Tennessee 37614 • (615) 929-4415, 4430

July 15, 1981

Dear Fellow TEA Member:

I am a classroom teacher at Science Hill High School in the Johnson City School System. I am currently on sabbatical leave working on a doctoral degree at East Tennessee State University. I need your help as I endeavor to complete a dissertation research project involving a content analysis of teacher contracts in Tennessee for items with implications for curriculum and instruction.

To accomplish this research I need a copy of your written 1980-81 teacher contract. I am requesting such a copy from each of the sixty-two local associations with contracts in our state. Dr. Cheshier has offered advice and encouragement to me in this project and has indicated the state association's interest in the findings.

I appreciate your help and that of your association in this research project. I will look forward to hearing from you at your earliest convenience.

Sincerely,

Marilyn Hankins

Marilyn Hankins
Doctoral Student

Floyd H. Edwards

Floyd H. Edwards, Chairman
Ed.D. Committee

Mailing address:

Mrs. Marilyn Hankins
306 College Street
Jonesboro, TN 37659



East Tennessee State University

Department of Supervision and Administration • Box 19000A • Johnson City, Tennessee 37614 • (615) 929-4415, 4430

August 10, 1981

Dear Fellow TEA Member:

In my letter of July 15 I requested a written copy of the 1980-81 teacher contract for your local association. As indicated I need a copy of your local contract to complete a dissertation research project involving a content analysis of the teacher contracts in Tennessee for items with implications for curriculum and instruction.

The findings of the research should be beneficial to your local association and all professional educators involved in negotiations in Tennessee. But the project will be impossible without the cooperation of the approximately sixty local associations in our state involved in negotiations. Having served as a local association president and as a member of the negotiating team, I realize how busy you are, but I trust your local will consider cooperating in this research project by contributing a copy of your 1980-81 contract. If another officer or a member of the negotiations team would be better able to supply a copy of the contract, I hope you will pass my request on to this person.

I will appreciate the cooperation of your local association in this research project, and I appreciate your efforts in obtaining for me a copy of your 1980-81 contract. I look forward to hearing from you at your earliest convenience.

Sincerely,

Marilyn Hankins

Marilyn Hankins
Doctoral Student

Floyd H. Edwards
Floyd H. Edwards, Chairman
Ed. B. Committee

Mailing Address:
Mrs. Marilyn Hankins
306 College Street
Jonesboro, TN 37659

APPENDIX D

Data for Expenditures 1980-1981 for Instructional
Supplies and Materials

<u>System Cities</u>	<u>Instructional Supplies</u>	<u>Textbooks</u>	<u>Library & AV Materials</u>	<u>Voc. Supplies and Materials</u>	<u>Handicapped Supplies and Materials</u>	<u>Total Expenditures</u>	<u>ADA</u>	<u>Amount per ADA</u>
Chattanooga	\$234,118.34	\$231,046.62	\$196,406.91	\$55,212.59	\$23,762.08	\$740,546.54	24,463	\$302.72
Fayetteville	9,122.17	7,402.32	7,056.88	--	535.72	24,117.09	869	277.53
Harriman	38,655.29	26,047.44	13,380.54	7,004.84	1,871.68	86,959.79	2,135	407.31
Humboldt	20,634.76	29,211.79	11,480.39	24,794.67	7,470.89	93,592.50	2,605	359.28
Johnson City	42,207.33	82,203.90	93,499.14	39,282.31	12,742.37	269,935.05	5,632	479.29
Knoxville	418,297.80	354,231.51	165,292.44	215,162.33	81,918.33	1,234,902.47	25,226	489.54
Lenoir City	17,819.81	21,576.10	15,514.35	14,139.49	1,212.67	70,262.42	1,776	395.62
Mauchester	7,222.31	17,008.58	21,780.40	--	5,369.00	51,380.29	1,143	449.52
Memphis	1,339,146.56	1,488,231.72	747,545.02	691,254.59	125,928.83	4,392,106.72	102,553	428.28
Metro- Nashville	811,403.71	1,052,507.92	616,444.94	430,468.77	111,265.78	3,022,091.12	63,104	478.91
Morristown	96,380.96	52,378.76	49,932.88	72,630.57	19,447.41	290,770.08	5,399	538.56
Murfreesboro	16,787.39	24,118.75	14,279.24	--	9,074.43	64,259.81	2,796	229.83
Sweetwater	4,443.39	10,874.06	17,117.94	--	3,581.30	36,016.69	1,196	301.14
Trenton	21,271.62	19,363.68	15,788.02	6,589.06	4,647.40	67,659.78	1,582	427.69

Data for Expenditures 1980-1981 for Instructional
Supplies and Materials - Continued

<u>System</u> <u>Counties</u>	Instructional Supplies	Textbooks	Library & AV Materials	Voc. Supplies and Materials	Handicapped Supplies and Materials	Total Expenditures	ADA	Amount per ADA
Anderson	78,454.84	151,332.01	69,770.40	110,274.29	27,175.65	437,007.19	7,459	585.88
Bedford	25,814.74	48,931.77	32,089.20	38,538.91	42,602.76	187,977.38	5,271	356.63
Benton	11,899.29	43,280.00	27,062.86	29,486.76	9,779.26	121,508.17	2,656	457.49
Bledsoe	21,636.92	18,498.22	4,072.07	12,480.48	9,534.56	66,222.25	1,655	400.13
Blount	46,260.86	110,311.10	49,922.54	224,247.15	15,724.07	446,465.72	10,194	437.97
Bradley	10,295.96	120,108.73	90,269.41	43,518.19	27,581.82	291,774.11	8,870	328.95
Campbell	19,649.41	81,350.96	94,620.30	95,626.83	77,091.48	368,338.98	7,650	481.49
Carter	52,552.66	71,275.73	27,715.20	88,596.96	10,103.56	250,244.11	6,750	370.73
Cheatham	20,281.87	39,702.75	65,081.34	26,670.07	10,382.14	162,118.19	4,353	372.43
Chester	16,115.05	23,641.53	10,306.41	16,139.25	5,845.80	72,048.04	2,148	335.42
Clatsborne	27,236.75	53,826.37	51,383.74	46,138.89	15,729.78	194,315.53	5,521	351.96
Clarksville- Montgomery	153,810.08	172,368.81	111,552.15	137,726.76	31,957.87	607,415.67	13,369	454.35
Clay	43,254.69	12,734.97	19,727.16	17,141.38	3,560.58	94,418.78	1,443	668.18
Cocke	24,147.96	61,752.03	38,051.65	34,519.35	13,262.73	171,733.72	4,802	357.63

Data for Expenditures 1980-1981 for Instructional
Supplies and Materials - Continued

<u>System</u>	<u>Instructional</u> <u>Supplies</u>	<u>Textbooks</u>	<u>Library & AV</u> <u>Materials</u>	<u>Voc. Supplies</u> <u>and Materials</u>	<u>Handicapped Supplies</u> <u>and Materials</u>	<u>Total</u> <u>Expenditures</u>	<u>ADA</u>	<u>Amount per</u> <u>ADA</u>
<u>Counties-</u> <u>Continued</u>								
Camberland	46,555.52	63,117.60	29,478.12	18,210.10	25,500.02	182,861.36	5,701	320.75
Fayette	44,684.98	53,613.96	82,062.67	48,212.30	12,315.23	240,889.14	4,830	498.74
Fentress	22,766.89	24,603.92	26,889.94	1,206.91	6,038.73	81,506.39	2,575	316.53
Grainger	4,476.00	29,087.59	22,176.00	33,574.30	9,827.20	99,141.09	3,182	311.57
Greene	59,693.87	80,025.48	34,282.32	17,216.95	24,596.03	215,814.65	7,434	290.31
Grundy	7,683.39	32,637.23	29,589.21	22,257.82	14,443.94	106,611.59	2,694	395.74
Hamblen	43,157.14	42,219.23	26,077.00	2,596.00	5,500.00	119,549.37	4,312	277.25
Hamilton	272,873.01	241,109.24	65,904.12	112,491.45	30,663.45	723,041.34	19,601	368.88
Hawkins	32,558.35	85,691.09	42,276.25	64,804.17	7,553.21	232,883.07	7,661	303.99
Houston	4,164.20	30,190.05	23,363.57	7,511.37	6,614.99	71,844.18	1,363	527.10
Jefferson	30,734.96	54,291.67	40,242.31	34,282.39	22,732.99	182,284.32	5,863	310.91
Johnson	23,262.74	28,063.42	43,702.09	33,347.45	4,646.25	133,021.95	2,496	532.94
Knox	505,780.00	262,364.00	195,763.00	161,155.00	19,591.00	1,144,653.00	26,884	425.78
Lawrence	24,887.14	56,277.17	40,257.99	64,043.24	13,314.16	198,779.70	6,427	309.29

Data for Expenditures 1980-1981 for Instructional
Supplies and Materials - Continued

<u>System</u> <u>Counties-</u> <u>Continued</u>	Instructional Supplies	Textbooks	Library & AV Materials	Voc. Supplies and Materials	Handicapped Supplies and Materials	Total Expenditures	ADA	Amount per ADA
McHinn	28,431.76	57,583.73	40,827.85	81,465.54	31,169.70	239,478.58	5,820	411.48
McNairy	20,404.24	37,057.82	42,413.83	34,851.84	4,288.59	139,016.32	4,110	338.24
Macon	18,841.45	27,209.33	15,191.41	13,419.60	20,718.86	95,380.65	2,905	328.33
Marion	26,638.33	48,807.43	37,479.50	42,141.01	7,735.87	162,802.14	4,821	337.69
Monroe	33,344.13	40,453.41	13,704.09	41,206.09	7,563.82	136,271.54	4,523	301.29
Morgan	50,888.91	58,203.96	20,597.99	18,099.66	4,537.62	152,328.14	3,350	454.71
Obion	19,051.28	42,578.31	37,000.51	24,770.73	8,137.05	131,537.88	4,279	307.40
Polk	16,112.93	11,730.62	8,352.08	21,900.51	9,220.75	67,316.89	2,831	237.79
Putnam	72,706.45	79,019.66	36,013.36	51,131.66	20,886.82	259,757.95	7,826	331.92
Rhea	35,127.01	55,233.78	36,902.39	53,709.20	15,077.56	196,049.94	3,973	493.46
Roane	39,902.84	60,001.13	17,560.90	84,588.22	10,450.79	212,503.88	6,368	333.71
Robertson	30,542.91	71,849.97	84,797.96	42,702.54	48,039.52	277,932.90	6,712	414.08
Rutherford	23,852.23	150,427.20	61,350.37	124,852.47	15,149.63	375,631.90	12,938	290.33
Scott	30,334.77	30,946.31	56,893.95	22,822.06	28,765.99	169,763.09	2,674	634.87

Data for Expenditures 1980-1981 for Instructional
Supplies and Materials - Continued

<u>System</u>	<u>Instructional Supplies</u>	<u>Textbooks</u>	<u>Library & AV Materials</u>	<u>Voc. Supplies and Materials</u>	<u>Handicapped Supplies and Materials</u>	<u>Total Expenditures</u>	<u>ADA</u>	<u>Amount per ADA</u>
<u>Counties- Continued</u>								
Sevier	54,415.19	85,349.39	41,385.01	50,801.67	10,865.66	242,816.92	7,530	322.47
Sumner	112,259.23	160,073.07	135,128.43	203,663.40	14,137.60	625,261.73	17,289	361.65
Unicoi	20,453.68	34,674.67	21,133.00	40,775.67	6,570.11	123,607.13	3,048	405.54
Warren	49,713.92	82,409.96	33,421.18	38,301.15	10,312.20	214,158.41	5,971	358.66
Washington	66,044.25	101,297.55	56,264.23	73,057.44	9,125.19	305,788.66	9,922	308.19
Weakly	12,131.78	47,090.00	84,957.76	42,665.00	17,774.75	204,619.29	5,184	394.71
White	40,496.89	31,723.07	35,990.86	32,896.42	12,075.88	153,183.12	3,669	417.51
Williamson	62,312.07	78,885.63	89,802.74	68,013.78	18,309.19	317,323.41	8,597	369.11
Wilson	32,904.50	82,601.94	81,734.23	63,391.61	9,150.89	269,783.17	8,237	327.53

AV - Audio-visual
Voc. - Vocational
ADA - Average daily attendance

Correlational Data

<u>System</u> <u>Cities</u>	No. of C Items	No. of I Items	No. of E Items	Total No. of C,I,E Items	ADA	No. of Yrs. Neg. Cont.	Max. Teacher Salary	Av. Annual Teacher Salary	Exp. per Pupil	Exp. per Pupil/ISM	Total Exp./Inst.
Chattanooga	0	18	2	20	24,463	2	\$19,574.	\$17,708.30	\$2,002.98	\$302.72	\$26,678,858.66
Fayetteville	0	7	0	7	869	2	15,699.	15,426.79	1,526.51	277.53	876,447.96
Harriman	6	14	2	22	2,135	2	16,961.	14,818.04	1,514.89	407.31	1,764,869.23
Humbolt	0	7	1	8	2,605	2	15,725.	13,592.13	1,242.77	359.28	2,023,890.88
Johnson City	0	18	2	20	5,632	2	17,605.	15,737.77	1,831.47	479.29	6,143,850.91
Knoxville	0	5	1	6	25,226	2	17,782.	15,979.09	1,853.30	489.54	24,906,422.76
Lenoir City	0	6	1	7	1,776	2	17,238.	15,351.76	1,342.59	395.62	1,465,352.94
Manchester	1	4	0	5	1,143	2	17,015.	16,012.61	1,601.54	449.52	1,168,750.10
Memphis	0	6	0	6	102,553	10	17,610.	16,479.48	2,074.37	428.28	101,504,047.78
Metro- Nashville	7	17	2	26	63,104	17	19,967.	19,191.53	2,045.03	478.91	73,562,986.86
Morristown	2	13	1	16	5,399	2	16,865.	15,766.59	1,734.66	538.56	5,226,932.07
Murfreesboro	6	14	2	22	2,796	2	18,747.	17,235.82	1,563.05	229.83	2,896,161.10
Sweetwater	0	4	1	5	1,196	2	14,820.	13,745.00	1,169.16	301.14	873,709.90
Trenton	0	3	0	3	1,582	2	14,936.	14,042.69	1,364.64	427.69	1,279,672.27

Correlational Data - Continued

System Countries	No. of		Total No. of C,I,E Items	ADA	No. of Yrs. Neg. Cont.	Max. Teacher Salary	Av. Annual Teacher Salary	Exp. per Pupil	Exp. per Pupil/ISM	Total Exp./Inst.
	C Items	E Items								
Anderson	0	9	10	7,459	2	15,775.	13,934.65	1,903.25	585.88	6,203,504.03
Bedford	0	4	4	5,271	2	14,640.	12,957.40	1,251.62	356.63	3,556,830.19
Benton	1	13	16	2,656	2	14,929.	13,612.21	1,296.02	457.49	1,777,214.28
Bledsoe	0	6	7	1,655	2	14,204.	12,246.44	1,463.35	400.13	1,145,857.30
Blount	5	3	8	10,194	2	16,865.	15,039.72	1,433.11	437.97	7,564,564.22
Bradley	0	17	19	8,870	2	16,722.	14,483.54	1,296.69	328.95	6,853,539.68
Campbell	1	17	21	7,650	2	14,624.	14,153.94	1,415.60	481.49	5,486,941.11
Carter	0	10	11	6,750	8	14,250.	12,844.44	1,409.43	370.73	4,538,759.39
Cheatham	2	4	8	4,353	5	14,987.	13,206.72	1,270.84	372.43	2,778,449.56
Chester	6	3	9	2,148	2	13,740.	12,802.11	1,175.55	335.42	1,362,296.95
Clabourne	0	8	9	5,521	2	14,227.	11,959.12	1,275.74	351.96	3,506,863.87
Clarksville- Montgomery	7	8	17	13,369	2	16,700.	15,220.69	1,512.64	454.35	10,791,756.04
Clay	5	15	22	1,443	2	13,690.	12,589.73	1,901.81	668.18	1,298,136.96
Cocke	0	2	3	4,802	2	13,940.	12,306.04	1,310.59	357.63	3,076,721.79

Correlational Data - Continued

System	No. of C Items	No. of I Items	No. of E Items	Total No. of C, I, & E Items	ADA	No. of Yrs. Neg. Cont.	Max. Teacher Salary	Av. Annual Teacher Salary	Exp. per Pupil	Exp. per Pupil/LSM	Total Exp./Inst.
<u>Counties- Continued</u>											
Cumberland	0	7	2	9	5,701	2	14,938.	13,745.87	1,314.05	320.75	3,983,222.87
Fayette	7	10	2	19	4,830	2	14,137.	12,662.71	1,601.22	498.74	3,723,000.59
Fentress	4	15	2	21	2,575	2	14,417.	12,148.80	1,403.54	316.53	1,955,070.94
Grainger	0	8	2	10	3,182	2	14,120.	12,798.33	1,168.26	311.57	1,977,622.55
Greene	0	8	1	9	7,434	2	13,690.	12,985.45	1,267.98	290.31	5,149,435.41
Grundy	6	15	2	23	2,694	1	14,160.	12,639.00	1,230.08	395.74	1,737,129.72
Hamblen	1	7	2	10	4,312	2	16,465.	14,652.20	1,364.65	277.25	3,547,698.85
Hamilton	0	10	2	12	19,601	2	17,725.	15,522.83	1,700.30	368.88	13,208,279.98
Hawkins	0	8	2	10	7,661	2	15,419.	13,731.00	1,369.40	303.99	5,701,644.45
Houston	0	15	1	16	1,363	2	15,145.	13,564.41	1,250.41	527.10	936,200.15
Jefferson	5	5	1	11	5,863	2	15,708.	13,986.43	1,433.52	310.91	4,305,283.84
Johnson	0	7	0	7	2,496	2	13,990.	12,641.28	1,510.00	532.94	1,393,323.61
Knox	0	7	0	7	26,884	3	17,782.	15,504.79	1,541.48	425.78	23,994,834.00
Lawrence	5	10	1	16	6,427	2	14,575.	16,478.19	1,294.26	309.29	4,277,046.06

Correlational Data - Continued

System	No. of No. of		Total No. of		ADA	No. of Yrs.		Max. Teacher Salary	Av. Annual Teacher Salary	Exp. per Pupil	Exp. per Pupil/ISM	Total Exp./Inst.
	C Items	I Items	E Items	C, I, & E Items		Neg.	Cont.					
McHinn	6	16	2	24	5,820	2	16,916.	14,858.60	1,436.09	411.48	4,342,589.11	
McNairy	1	15	2	18	4,110	2	14,465.	14,730.71	1,324.03	338.24	2,768,122.21	
Macon	6	15	1	22	2,905	2	14,334.	13,000.64	1,143.26	328.33	1,776,469.52	
Marion	1	15	2	18	4,821	2	16,040.	13,906.18	1,412.22	337.69	3,649,448.31	
Monroe	0	4	1	5	4,523	2	14,423.	13,144.60	1,293.15	301.29	2,992,107.23	
Morgan	0	7	2	9	3,350	1	14,590.	12,811.22	1,375.69	454.71	2,376,664.35	
Obion	6	9	1	16	4,279	2	16,295.	14,750.59	1,430.10	307.40	3,114,369.62	
Polk	1	4	2	7	2,831	2	16,775.	15,067.42	1,555.09	237.79	2,204,697.86	
Putnam	0	9	1	10	7,826	2	16,203.	14,718.39	1,318.58	331.92	5,784,220.15	
Rhea	4	2	0	6	3,973	2	15,277.	13,737.15	1,349.24	493.46	2,763,455.60	
Roane	5	5	1	11	6,368	2	17,231.	14,680.91	1,368.28	333.71	4,718,475.63	
Robertson	10	16	2	28	6,712	2	16,191.	14,792.58	1,405.45	414.08	5,196,347.55	
Rutherford	0	8	2	10	12,938	2	17,318.	15,105.84	1,356.26	290.33	10,182,061.28	
Scott	0	6	1	7	2,674	2	14,240.	13,271.87	1,615.89	634.87	1,964,450.33	

Correlational Data - Continued

System	No. of C Items	No. of I Items	No. of E Items	Total No. of C,I,E Items	ADA	No. of Yrs. Neg. Cont.	Max. Teacher Salary	Av. Annual Teacher Salary	Exp. per Pupil	Exp. per Pupil/ISM	Total Exp./Inst.
<u>Counties- Continued</u>											
Sevier	5	11	1	17	7,530	2	15,050.	13,101.66	1,281.85	322.47	4,987,569.20
Sumner	0	3	0	3	17,289	2	16,342.	14,323.67	1,397.18	361.65	12,848,067.65
Unicol	0	5	1	6	3,048	7	15,191.	14,004.55	1,326.14	405.54	2,146,310.76
Warren	1	10	3	14	5,971	2	15,485.	14,404.89	1,279.52	358.66	4,368,314.85
Washington	0	6	1	7	9,922	2	16,659.	14,831.68	1,235.86	308.19	6,950,331.34
Weakly	2	3	0	5	5,184	2	14,595.	13,483.70	1,345.15	394.71	3,512,826.91
White	6	17	2	25	3,669	2	14,167.	12,981.14	1,303.16	417.51	2,518,199.33
Williamson	0	2	1	3	8,597	2	16,663.	14,787.67	1,402.42	369.11	6,758,435.55
Wilson	6	7	2	15	8,237	2	15,174.	13,326.73	1,200.49	327.53	5,306,098.02

C - Curriculum
 I - Instruction
 E - Evaluation
 C,I,E - Curriculum, Instruction and Evaluation

ADA - Average daily attendance
 Neg. Cont. - Negotiating contracts
 Max. - Maximum
 Av. - Average

Exp. - Expenditure
 ISM - Instructional supplies/materials
 Inst. - Instruction

